



ORDINANCE NO. 686-2019-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS, ANNEXING THE HEREINAFTER DESCRIBED TERRITORY OF APPROXIMATELY 14.25 ACRES GENERALLY LOCATED NORTH OF COUNTY ROAD 501, WEST OF FM 157 AND SOUTH OF COUNTY ROAD 506 INTO THE CITY OF VENUS, JOHNSON AND ELLIS COUNTIES, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF THE PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING THE INHABITANTS BY ALL OF THE ORDINANCES, RESOLUTIONS, ACTS AND REGULATIONS OF THE CITY; PROVIDING INSTRUCTIONS FOR FILING THIS ORDINANCE AND FOR CORRECTING THE OFFICIAL MAP AND BOUNDARIES OF SAID CITY; PROVIDING SEVERABILITY AND CUMULATIVE CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Venus, Texas (“City”) is authorized, pursuant to Chapter 43 of the Texas Local Government Code to annex territory and extend the corporate limits of the City, subject to state law; and

WHEREAS, on September 16, 2019, the City Council passed Resolution No. 15-2019-09 which granted a petition of DJD Land Partners, LLC, property owner of described property, requesting to be annexed into the City of Venus; and

WHEREAS, an offer of a development agreement pursuant to Section 43.016 and Section 212.172 of the Texas Local Government Code has been made and rejected; and

WHEREAS, the City of Venus, Texas (“City”) desires to annex certain territory described herein (the “Property”); and

WHEREAS, all of the Property described herein is contiguous to and within the exclusive extraterritorial jurisdiction of the City; and

WHEREAS, all required notices, public hearing, and all requirements for such annexation have been provided, held, and met in accordance with applicable law; and

WHEREAS, in accordance with Chapter 43 of the Texas Local Government Code, a written Services Agreement for the area to be annexed was negotiated and executed prior to the annexation date and incorporated herein; and

WHEREAS, the City Council of the City of Venus finds and determines that annexation of the property hereinafter described is in the best interests of the citizens of the City of Venus and the owners and residents of the area.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VENUS, TEXAS:

SECTION 1. Findings. It is hereby officially determined that the findings and recitations contained above in the preamble of this ordinance are true and correct and are incorporated herein by reference.

SECTION 2. Annexation. That the following described territory, to wit:

A portion of Johnson CAD ID 126.0857.00051, generally located north of County Road 501, west of FM 157 and south of County Road 506 and being an approximate 14.25 acre tract of land situated in the Absolam Williams Survey, Abstract 857, Johnson County, Texas, and being more particularly described and depicted in the petition for annexation attached hereto as Exhibit A and made a part hereof.

be and the same is hereby annexed into the City of Venus, Johnson and Ellis Counties, Texas, and that the boundary limits of the City of Venus, Texas, be and the same are hereby extended to include the above-described territory within the city limits of the City of Venus, and that same shall hereafter be included within the territorial limits of said City and said land and the inhabitants thereof shall be hereafter entitled to all rights and privileges of all other citizens of the City of Venus, Texas, and shall be bound by the ordinances, resolutions, acts and regulations of the City.

SECTION 3. Service Agreement. A written Services Agreement has been negotiated and prepared in accordance with applicable provision of state law pertaining to annexation is attached hereto as Exhibit B and is hereby incorporated herein by reference and adopted as part of this ordinance and the same shall govern the delivery of municipal services to the annexed territory.

SECTION 4. Official Map. The official map and boundaries of the City, previously adopted, are amended to include the Property as part of the City of Venus. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the annexed Property as required by applicable law.

SECTION 5. Severability Clause. It is hereby declared by the City Council of the City of Venus that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 6. Cumulative Clause. This ordinance shall be cumulative of all provisions of ordinances of the City of Venus except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 7. Public Meeting. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

SECTION 8. Filing Instructions. The City Secretary is hereby directed to file a certified copy of this ordinance with the County Clerk of Johnson County, Texas, and with other appropriate officials and agencies as required by state and federal law.

SECTION 9. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the City Council of the City of Venus, Texas.

PASSED AND APPROVED by the City Council of the City of Venus, Texas, this 14th day of October, 2019.


James Burgess, Mayor

ATTEST:



Rana Gamel, City Secretary

APPROVED AS TO FORM:

Brenda N. McDonald, Attorney for the City of Venus

EXHIBIT A



PETITION REQUESTING ANNEXATION BY LANDOWNER

TO THE HONORABLE MAYOR AND CITY COUNCIL MEMBERS OF THE CITY OF VENUS, TEXAS

DJD Land Partners, LLC, owner(s) of the hereinafter described tract or parcel of land ("Property") hereby voluntarily petitions the City Council of the City of Venus, Texas, to annex the property and extend the present city limits and extraterritorial jurisdiction so as to include as part of the City of Venus, the property, containing approximately 14.254 acres of land, generally described as follows:

and being more particularly described by metes and bounds and depicted in Exhibit "A" attached hereto and made a part hereof.

I certify that the above described Property is vacant and without residents or on which less than three qualified voters reside, is contiguous and adjacent to the City of Venus, and is wholly within the extraterritorial jurisdiction of the City of Venus, and that this petition is signed and duly acknowledge by each and every person, corporation, or entity having an ownership interest in said Property.

Signature Signature Signature
Printed Name Printed Name Printed Name

State of Texas

County of DALLAS

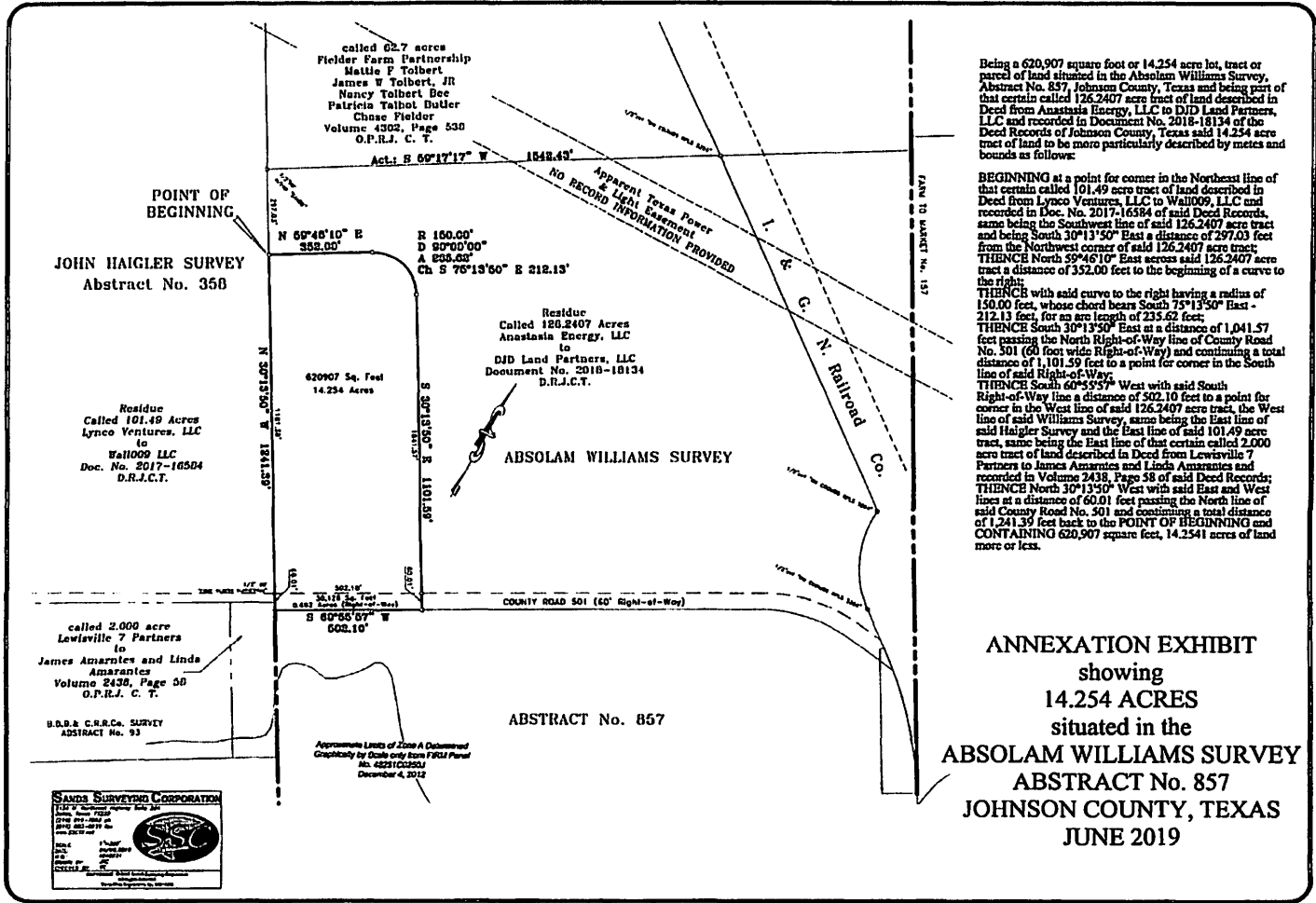
MICHAEL MATTHEWS, personally appeared before me, and being first duly sworn declared that he/she/they signed this application in the capacity designated, if any, and further states that he/she/they read the above petition and the statements therein contained are true.

Given under my hand and seal of office this 16th day of August, 2019.

(SEAL)



[Signature]
Notary Public's Signature



Being a 620,907 square foot or 14.254 acre lot, tract or parcel of land situated in the Absolam Williams Survey, Abstract No. 857, Johnson County, Texas and being part of that certain called 126.2407 acre tract of land described in Deed from Anastasia Energy, LLC to DJD Land Partners, LLC and recorded in Document No. 2018-18134 of the Deed Records of Johnson County, Texas said 14.254 acre tract of land to be more particularly described by metes and bounds as follows:

BEGINNING at a point for corner in the Northeast line of that certain called 101.49 acre tract of land described in Deed from Lynco Ventures, LLC to Wall009, LLC and recorded in Doc. No. 2017-16584 of said Deed Records, same being the Southwest line of said 126.2407 acre tract and being South 30°13'50" East a distance of 297.03 feet from the Northwest corner of said 126.2407 acre tract; THENCE North 59°46'10" East across said 126.2407 acre tract a distance of 352.00 feet to the beginning of a curve to the right; THENCE with said curve to the right having a radius of 150.00 feet, whose chord bears South 75°13'50" East - 212.13 feet, for an arc length of 235.62 feet; THENCE South 30°13'50" East at a distance of 1,041.57 feet passing the North Right-of-Way line of County Road No. 501 (60 foot wide Right-of-Way) and continuing a total distance of 1,101.59 feet to a point for corner in the South line of said Right-of-Way; THENCE South 60°55'57" West with said South Right-of-Way line a distance of 502.10 feet to a point for corner in the West line of said 126.2407 acre tract, the West line of said Williams Survey, same being the East line of said Haigler Survey and the East line of said 101.49 acre tract, same being the East line of that certain called 2,000 acre tract of land described in Deed from Lewisville 7 Partners to James Amarnick and Linda Amarnick and recorded in Volume 3438, Page 58 of said Deed Records; THENCE North 30°13'50" West with said East and West lines at a distance of 60.01 feet passing the North line of said County Road No. 501 and continuing a total distance of 1,241.39 feet back to the POINT OF BEGINNING and CONTAINING 620,907 square feet, 14.2541 acres of land more or less.

ANNEXATION EXHIBIT
 showing
14.254 ACRES
 situated in the
ABSOLAM WILLIAMS SURVEY
ABSTRACT No. 857
JOHNSON COUNTY, TEXAS
JUNE 2019

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**CHAPTER 43 TEXAS LOCAL GOVERNMENT CODE
MUNICIPAL SERVICES AGREEMENT**

This Municipal Services Agreement ("Agreement") is entered into pursuant to Section 43.0672 of the Texas Local Government Code by and between the City of Venus, Texas (the "City") and the undersigned property owner(s) (the "Owner"). The term "Owner" includes all owners of the Property. City and Owner may be referred individually as a "Party" and collectively referred to as the "Parties."

WHEREAS, the Owner owns a parcel of real property (the "Property") in Johnson County, Texas, generally located south of County Road 501, west of FM 157, south of County Road 506 and east of CR 615 and being an approximate 14.25 acre tract of land situated in the Absalom Williams Survey, Abstract No. 857, Johnson County, Texas and more particularly described on Exhibit A attached hereto; and

WHEREAS, the Parties desire to enter into this Agreement pursuant to Section 43.0672 of the Texas Local Government Code in order to address the provision of municipal services to be offered to the Property on the date of annexation, and a schedule that includes the period within which the City will provide any municipal service that is not provided on the effective date of annexation, as shown in Exhibit B attached hereto; and

WHEREAS, the Owner and the City acknowledge that this Agreement is binding upon the City and the Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Agreement is to be recorded in the Real Property Records of Johnson County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. The City acknowledges and agrees that it shall provide the municipal services listed in Exhibit B to the Property pursuant to Chapter 43 of Texas Local Government Code upon annexation of the Property.

Section 2. The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect, and the Owner who signs this Agreement covenants and agrees, jointly and severably, to indemnify, hold harmless, and defend the City against any and all legal claims, by any person

claiming an ownership interest in the Property who has not signed the Agreement, arising in any way from the City's reliance on this Agreement.

Section 3. The Owner agrees and stipulates that such annexation of the Property is voluntary, and the Owner has submitted a petition for such annexation to the City. Furthermore, the Owner hereby waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner has taken. Owner acknowledges and stipulates that this Agreement is not a permit, as defined in Texas Local Government Code, Section 245.001(1), required by the City.

Section 4. The Parties acknowledge and agree that nothing in this Agreement shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed Property, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of municipal service. Furthermore, the Parties acknowledge and agree that this Agreement will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

Section 5. The Owner acknowledges that the City's codes, ordinances, regulations and policies ("Regulations") that apply throughout the City, including the Property, may be reviewed at City Hall and at <http://www.cityofvenus.org/government/city-ordinances/> and shall apply to all such regulations in development of the Property.

Section 6. This Agreement shall be valid for a term of ten (10) years. Renewal of the Agreement shall be at the discretion of the City Council and must be approved by ordinance. The Owner agrees that this Agreement may be amended without the written consent or knowledge of the Owner if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Agreement unworkable or obsolete. Furthermore, the Owner acknowledges and agrees that the City Council may amend the services provided under this Agreement without the written consent of the Owner in order to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances existing pursuant to the Local Government Code or other Texas or Federal laws that make this Agreement unworkable, obsolete or unlawful.

Section 7. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City:
City of Venus
Attn: City Administrator
700 W. Hwy 67
Venus, Texas 76084

With Copy to:

Messer, Fort & McDonald PLLC
Attn: Brenda N. McDonald
6371 Preston Road, Suite 200
Frisco, Texas 75034

To Owner:

DJD Land Partners
9911 Champa Drive
Dallas, Texas 75218-1702

Section 8. A certified copy of this Agreement shall be recorded in the real property records of Johnson County, Texas, and this Agreement shall constitute a covenant that runs with the Property.

Section 9. If a court of competent jurisdiction determines that any covenant of this Agreement is void or unenforceable, including the covenants regarding involuntary annexation, then the remainder of this Agreement shall remain in full force and effect.

Section 10. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter. Notwithstanding the preceding terms of this section, the City does not waive immunity from suit or liability. Owner acknowledges and agrees that the only recourse against the City for breach or default of the Agreement is disannexation for failure to provide services pursuant to Chapter 43 of the Texas Local Government Code.

Section 11. Owner and City acknowledge and expressly agree that no subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 12. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be only in Johnson County, Texas.

Section 13. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 14. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Sections 2, 3, 4 and 10 herein.

Section 15. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written, previous and contemporary agreements between the Parties and relating to the matters in this Agreement and except as otherwise provided herein, cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

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Section 16. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

Section 17. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Entered into this ____ day of _____, 2019.

SIGNATURES ON FOLLOWING PAGE(S)

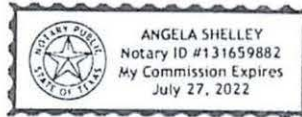
CITY OF VENUS

By: [Signature]
Name:
Title: Interim City Manager
Date: 10/14/2019

THE STATE OF TEXAS §
§
COUNTY OF Johnson §

This instrument was acknowledged before me on October 14, 2019, by Alan Sims, Interim City Manager of the City of Venus, Texas on behalf of said City.

[Signature]
Notary Public in and for the State of TEXAS



OWNER: DJD LAND PARTNERS

By: [Signature]
Name: Michael Matthews
Title: MANAGER
Date: 10/14/19

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §



This instrument was acknowledged before me on October 11, 2019, by MICHAEL MATTHEWS owner of said Property.

[Signature]
Notary Public in and for the State of TEXAS

EXHIBIT "B"
Municipal Service Plan

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code ("LGC"), Section 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Venus (the "City") in accordance with the following plan. Unless, otherwise indicated, the City will provide the following services to the annexed property within two and one-half years unless certain services cannot be reasonably provided within that time and the City proposes a schedule to provide services within four and one-half years. The City shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City with similar topography, land use, and population density.
- 2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Venus Police Department shall be immediately provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Routine patrol and responses;
 - ii) Dispatch responses to emergency and non-emergency service calls;
 - iii) Handling of complaints and incident reports;
 - iv) Special units, such as traffic enforcement and investigations;
 - v) Coordination with other public safety support agencies; and
 - vi) Animal control services.
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.
- 2) Fire Protection and Emergency Medical Services
 - a) The Venus Volunteer Fire Department will continue to provide emergency medical services and fire prevention services to the annexed area. These services include, but are not limited to:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by

- American Medical Response (“AMR”), fire engines, trucks and ambulances;
- iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Constriction Plan Review and required inspections.
- b) Fire protection and emergency medical services from the City shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient, fire protection and emergency medical services, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection and emergency medical services will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) The City will provide fee-based waste collection services to the Property, contracting with a provider. Notification to the provider to expand the service area will be made upon council approval of the annexation.

D) SANITARY SEWER

- 1) Sanitary sewer service to the area will be provided in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City and in accordance with applicable codes and departmental policy. As property develops in the area, sanitary sewer service shall be provided in accordance with the standard extension ordinances, regulations and rules, subject to and consistent with the City’s participation policies.

E) WATER FACILITIES

- 1) Water service to the area will be provided by the CCN holder in the same manner that such service is provided to the other similarly situated areas within the corporate limits of the City.

F) ROAD AND STREETS

- 1) Maintenance of roads and streets, including street lighting, if any, will be maintained in the same manner as provided to other similarly situated areas within the corporate limits of the City.

G) CODE ENFORCEMENT & INSPECTION SERVICES

- 1) Code enforcement services will be available on the effective date of annexation. Code enforcement services include the response, investigation and potential abatement of property maintenance issues, nuisance issues, sanitation issues, illegal signs, abandoned or inoperable vehicles and other zoning violations.
- 2) Upon the effective date of annexation, the City will provide building permits and inspection services to the Property. This service will be made available to the Property on the same basis and at the same level of service as similar facilities throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) The City is not aware of any publicly owned facilities, buildings or services associated with the Property for purposes of operation and maintenance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City, such as municipal and general administration will be made available on the effective date of the annexation. The City shall provide levels of service, infrastructure, and infrastructure maintenance, enforcement of all zoning ordinances, building codes, and miscellaneous penal ordinances including but not limited to regulation of animals, roads and streets, fireworks, alcoholic beverages, firearms, littering and dumping that are comparable to the levels of services available in other parts of the City with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.