



**City of New Fairview
City Council
Regular Called Meeting
999 Illinois Lane
Monday, May 20, 2024, at 6:00 pm**

WORK SESSION

1. Call to Order and Determination of Quorum (per Texas Election Code Sec. 67.004)
2. Proclamation for outgoing council members.
3. Formal swearing-in and seating of Council Members Places 1, 3 and 5.
4. Discuss, consider, and act on the appointment of the Mayor Pro Tempore.
5. Receive a report and hold a discussion regarding code enforcement and public works activities.
6. Receive a report and hold a discussion regarding an update on the City's Strategic Plan.
7. Adjournment

REGULAR SESSION

1. Call to Order and Determination of Quorum
2. Pledge to the Flags.
 - A. United States of America
 - B. Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.
3. **Announcements & Special Recognitions:** The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.
4. **City Administrator's Report:** The City Administrator's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including but not limited to departmental operations and capital improvement project status. No action will be taken with respect to this report.
5. **Public Comment:** The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens with the opportunity to speak, there is a three-minute limit on

any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.

6. **Consent Agenda:** All matters as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. An item can be removed from the consent agenda by the City Administrator, Mayor, or any member of the City Council and will be considered after approval of the consent agenda.

A. Approve the City Council Meeting minutes for April 15, 2024.

B. Approve the March and April 2024 Financial Reports.

7. **New Business:** All matters listed in New Business will be discussed and considered separately.

A. Receive, consider, and act on moving forward with partial reconstruction of Pioneer Road at FM 407 per the anticipated issuance of the Texas Department of Transportation permit.

B. Receive, consider, and act on matters involving Fairview Meadows

a. Receive, consider, and act on the Third Amendment to the Development Agreement for Fairview Meadows.

b. Receive, consider, and act on the Agreement for Construction, Funding, and Escrow of Funds for Pioneer Road.

C. Receive, consider, and act on the appointing of Naming Review Committee to review a Naming Application that has been submitted to the City.

D. Receive, consider, and act on a Resolution updating the Personnel Policy and Procedure Manual.

8. **Executive Session:** Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with the City Attorney pursuant to §551.071, Texas Government Code. The Council may go into closed session at any time when permitted by Chapter 551, Texas Government Code or Chapter 418, Texas Tax Code. Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.

A. a. § 551.071 – Consultation with Attorney to seek the advice of the City's attorney about pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

1) Regarding roles and responsibilities of Council members regarding complaints

B. § 551.071(2): Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding:

1. Employment Agreement for John Cabrales, Jr.

C. §551.074 (a)(1)- Personnel: to deliberate the appointment, employment, evaluation, reassignment,

duties, discipline, or dismissal of a public officer or employee:

1. Employment Agreement for John Cabrales, Jr.

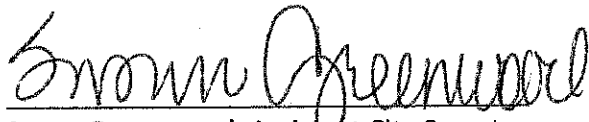
9. Return to Open Session: Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.

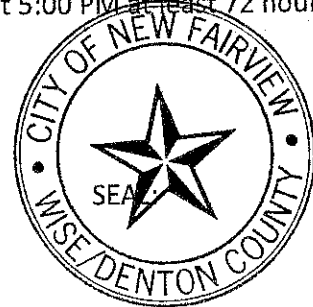
A. Renew or amend the Employment Agreement for John Cabrales, Jr.

10. Mayor & Council Member Announcements: The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

11. Adjournment

I, the undersigned authority, do hereby certify the above notice of the meeting of the City Council of New Fairview, is a true and correct copy of the said notice that I posted on the official posting place at New Fairview City Hall, FM 407, New Fairview, Texas, a place of convenience and readily accessible to the general public at all times, and on its website, said notice being posted this 17th day of May, 2024 at 5:00 PM at least 72 hours proceeding the meeting time.


Susan Greenwood, Assistant City Secretary



This facility is wheelchair accessible; parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at City Hall 817-638-5366 or fax 817-638-5369 or by email at citysecretary@newfairview.org for further information.



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

May 20, 2024

Mayor Pro Tempore

DESCRIPTION:

Discuss, consider, and act on the appointment of the Mayor Pro Tempore.

BACKGROUND INFORMATION:

The Texas Local Government Code, CHAPTER 22 (ALDERMANIC FORM OF GOVERNMENT IN TYPE A GENERAL-LAW MUNICIPALITY), SUBCHAPTER A, (GENERAL PROVISIONS), Sec. 22.037 (b) (MAYOR AS PRESIDING OFFICER; PRESIDENT PRO TEMPORE) states, "At each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year." We refer to this position as Mayor Pro Tempore (Mayor Pro Tem) and is referenced in the City Council Procedures & Decorum Policy. This Policy was adopted by the City Council on June 1, 2020, (2020-17-107), updated on May 17, 2021, and November 21, 2022, and the Mayor Pro Tem is referenced in the sections below.

Sec. 1-100 – Authority

Pursuant to the provisions of the Ordinances of the City of New Fairview, Texas, the City Council shall enact rules of procedure for all meetings of the City Council of the City of New Fairview, Texas, which shall be in effect upon their adoption by the City Council and until such times as they are amended, or new rules adopted. These rules of procedures shall serve as general guidelines for Council conduct and meeting protocols.

Additionally, these general rules and guidelines shall govern the procedures and decorum of all Council appointed boards, commissions, committees, or other advisory bodies. References specific to the Council, Mayor, Mayor Pro Tem, or Council member duties and responsibilities shall apply to the advisory body, Chair, Vice Chair, and members respectively

Sec. 1-150 – General Procedures

(b) Chair of Meeting: The Mayor shall preside over all meetings of the City Council as the Tempore Chair and enforce these rules and procedures during a meeting. In the absence of the Mayor, the Pro Tempore shall assume the Chair's responsibility at the meeting. In the absence of the Pro Tempore, the Council will choose a Chair for the meeting.

Sec. 1-160 – Decorum

(b) Mayoral Responsibilities:

The Mayor is the official spokesperson for the Council on all matters unless absent, at which time the Mayor Pro Tempore or appropriate designee will assume the role. The views presented by the Mayor, or the Mayor Pro Tempore in his/her absence, should provide an equitable representation of all Council Members.

This agenda item is for the City Council to consider the appointment of the Mayor Pro Tem for the next year. The current Mayor Pro Tem is Steven King.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve** the appointment of _____ as Mayor Pro Tem for the next year.

ATTACHMENT(S):

None

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

May 20, 2024

Code Enforcement and Public Works Activity

DESCRIPTION:

Receive a report and hold a discussion regarding Code Enforcement and Public Works activity.

BACKGROUND INFORMATION:

The City Council has requested information on work performed by Code Enforcement and Public Works for review. Attached are reports that have been compiled from the Fund View software for code enforcement activity and associated court activity, and public works information from the iWorQ software.

FINANCIAL CONSIDERATION:

None, discussion only.

RECOMMENDED MOTION:

None, discussion only.

ATTACHMENT(S):

1. Various reports

Case Information for First Quarter 2023				
Violations	Oct	Nov	Dec	Totals
Rubbish and Other Unsightly or Unsanitary Conditions	0	0	1	1
Totals	0	0	1	1

Case Information for Second Quarter 2024					
Violations	Jan	Feb	Mar	Apr	Totals
Unpermitted Structure	1	2	1	0	4
Rubbish and Other Unsightly or Unsanitary Conditions	1	0	1	0	2
High Grass and Weeds	0	0	0	2	2
Junk Vehicle	0	0	0	1	1
Contractor Issue	0	0	0	1	1
Totals	2	2	2	4	10

Code Enforcement Case Detail

Case Number	Violation Description	Case Status	Reported Date	Opened Date	Closed Date
24-00001	Unpermitted Structure	Closed	1/1/2024	1/3/2024	1/3/2024
24-00002	Rubbish and Other Unsightly or Unsanitary Conditions	Closed	1/2/2024	1/3/2024	1/3/2024
23-00001	Rubbish and Other Unsightly or Unsanitary Conditions	Closed	12/29/2023	12/29/2023	12/29/2023
24-00003	Unpermitted Structure	Reported	2/12/2024		
24-00004	Unpermitted Structure	Reported	2/26/2024	3/4/2024	
24-00005	Unpermitted Structure	Reported	3/19/2024	3/20/2024	
24-00006	Rubbish and Other Unsightly or Unsanitary Conditions	Reported	3/19/2024	3/20/2024	
24-00007	High Grass and Weeds	Opened	4/17/2024	4/17/2024	
24-00008	High Grass and Weeds	Reported	4/24/2024		
24-00009	Junk Vehicle	Reported	4/24/2024		
24-00010	Contractor Issue	Reported	4/25/2024		

Code Enforcement Violation Citation Activity from Oct. 2023 - April 2024					
Violation #	Violation Date	Violation	Status	Status Date	Fine Balance
5235-01	1/25/2024	Violation Ordinance- Solicitor	Warrant/Omni/Collections	3/25/2024	\$805.30
5235-02	1/25/2024	Violation Ordinance- Working without a Permit	Warrant/Omni/Collections	3/25/2024	\$805.30
5235-03	1/25/2024	Violation Ordinance- No Contractor Registration	Warrant/Omni/Collections	3/25/2024	\$805.30
5235-04	1/25/2024	Violation of Ordinance - Illegal Dumping	Warrant/Omni/Collections	3/25/2024	\$1,455.30
5236-01	1/25/2024	Violation Ordinance- Commercial Vehicle Violation	Warrant/Omni/Collections	3/25/2024	\$805.30

Violations: 5

Citations: 2

Work Management



Work Order Detail Report

10/01/2023 - 04/30/2024

Work Order #	Work Date	Main Status	Work Type	Work Description	Work Performed	Work Date Closed	Employee Hours
17	4/22/2024	Open	*Other				0.00
16	3/26/2024	Open	*Other	A "tractor" was left on his property from the culvert contractors and the fiber optic line has been dug up and left on top of the ground. He requested that the equipment gets moved and the line gets re buried. He would also like a call back from Josh with an ETA.			0.00
15	3/18/2024	Completed	Asphalt Repair	Pot Hole Repair	Repaired Potholes and various other damaged portions of the chip seal to the entrance at 407 and the rear portion of the street.	3/19/2024	10.30

13	3/11/2024	Completed	Sign Replace	Replace pole for speed limit sign.	Removed existing pole and sign, set new pole, reattached sign	3/11/2024	4.00
12	3/11/2024	Completed	Sign Maintenance	Reset Pole	Removed pole and concrete, reset sign	3/11/2024	4.00
11	3/4/2024	Completed	Tree Removal	Tree that is hanging over drive way, would like it removed or cut back to easy pulling trailers in and out of drive. Please call or knock on door in regards of what can or can not be done.			2.00
10	2/26/2024	Open	*Other	Check the grading of the culverts and bar ditch. He says it needs some work. Please call Jose to give an update once checked.			0.00
9	2/22/2024	Completed	Asphalt Repair	Illegal Dumping clean up and dispose	Clean up mattress and tires from road and side	2/22/2024	4.00

8	2/5/2024	Completed	Pothole Repair	Repair large pothole at entrance to Rio Rancho Sub-division	Removed existing repaired flex base applied 2 inch layer of type d hma.	2/20/2024	20.00
7	2/20/2024	Completed	Pothole Repair	Repair damaged chip seal and base on sfm 4717 and Hilltop Trail	Repaired base and top coating on FM 4717 and Hilltop Trail where needed	2/21/2024	20.00
6	2/16/2024	Open	*Other	Patricia called in and stated that the open infra has left huge rocks all over the road and the contractor informed her they will not be cleaning up the road . She is wanting to confirm this and get an eta on when it will be picked up.			0.00
5	2/7/2024	Completed	*Other	Septic System Malfunctioning Flooding Neighbors Yard	Inspected system and found 2 broken sprinkler heads, instructed homeowner to have them repaired asap.	2/13/2024	3.00

	4/30/2024	Completed	Department/Request	Location/Description	Work Done	4/30/2024	Cost
2	2/1/2024	Completed	*Other		Damage ROW in subdivision		0.00
1	12/11/2023	In-Progress	Asphalt Repair		Crack Seal		0.00
0	12/21/2023	Completed	Hydrant Repair/Maintenance		Citizen called in told me about a hydrant that got hit by a truck needs repairs asap!	12/21/2023	5.00

Total Records: 17

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4/30/2024



Work Order Detail Report

10/01/2023 - 04/30/2024

Work Order #	Work Date	Main Status	Work Type	Work Description	Work Performed	Completion Date	Employee Hours
39	4/24/2024	Open	Building Maintenance	Paper door is off the hinge.			0.00
38	4/2/2024	Completed	Plumbing Issue/Repair	Women's toilet not flushing (Large Stall)	Turned water back on at well house.	4/2/2024	0.30
37	3/11/2024	Open	Event Set-Up	Set Council Chambers up for Parks board meeting.	Set council Chambers up in the council form	3/12/2024	0.90
36	3/8/2024	Completed	Building Maintenance	Change codes to locks to the offices	Changed codes to locks	3/8/2024	1.00
35	3/6/2024	Completed	Weeds/Grass	Spray grass and weeds along fence line, trees, gravel and other obstructions at city hall facilities.	Sprayed weeds and grass in areas described.	3/6/2024	6.00
34	3/6/2024	Completed	Weeds/Grass	Mow the Grass at the City Park	Mowed Grass at the city park.	3/6/2024	3.00
33	2/27/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General Clean and inspection	2/28/2024	0.60
32	2/26/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General clean and Inspect	2/27/2024	0.60
31	2/23/2024	Completed	Playground Equipment	Inspect City Park/ Clean	General clean and Inspection	2/26/2024	0.60

30	2/21/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General clean and Inspection	2/22/2024	1.00
29	2/20/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General clean and Inspection.	2/21/2024	0.60
28	2/19/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General clean and maintenance	2/20/2024	0.60
27	2/16/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General Clean and inspection	2/19/2024	0.60
26	2/12/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General Clean and Inspection	2/13/2024	0.60
25	2/14/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General Clean and Inspection	2/15/2024	1.00
24	2/13/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General Clean and Inspection	2/14/2024	0.60
23	2/9/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General Inspection and Cleaning	2/12/2024	0.60
22	2/26/2024	Completed	Weeds/Grass	String trim park where needed	String trim walking trails, pavillion, playground and where else needed.	2/26/2024	1.00
21	2/26/2024	Completed	Graffiti Removal	Remone spilled oil on pavillion floor, remove spray painted graffittie on sidewalk to playground.	Pressure washed pavillion floor were oil/grease was present. Pressure washed and ground pavement where graffitti was present.	2/26/2024	5.00

Item #	Due Date	Completion	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General Clean And Maintenance	Due Date	Amount
19	2/7/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General Clean and inspect	2/8/2024	1.00
18	2/6/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General Clean and Maintenance.	2/7/2024	1.00
17	2/21/2024	Completed		we need paper brought up front	moved 2 cases of copy paper to cabinet and copy machine.	3/25/2024	0.30
16	2/15/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General Clean and Inspect	2/16/2024	0.60
15	2/5/2024	Completed	Playground Equipment Inspection	Inspect City Park/ Clean where needed.	General Cleaning and Inspection	2/6/2024	0.30
14	2/5/2024	Completed	Building Maintenance	Trench for electrical/ fiber.		3/20/2024	55.00
13	2/5/2024	Completed	Playground Equipment Maintenance	Scrape and sweep walking paths, rake ground to remove tree tracks, pressure wash playground and pavillion.	Pressure washed all affected areas, raked soil were able to remove tracks.	2/8/2024	16.00
12	2/5/2024	Completed	Playground Equipment Maintenance	Install Grill at the pavilion at the city park.	Assembled and Installed new covered grill at the pavillion.	2/6/2024	3.50
11	2/5/2024	Completed	*Other	Add Rough Electrical, lights and outlets to connex box storage			29.00



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

May 20, 2024

Strategic Plan Update

DESCRIPTION:

Receive a report and hold a discussion regarding an update on the City's Strategic Plan.

BACKGROUND INFORMATION:

Strategic Planning is a process in which an organization's leaders define their vision for the future and identify their organization's goals and objectives. The process includes establishing the sequence in which those goals should be realized so that the organization can reach its stated vision. It involves developing a Vision and Mission Statement, Core Values, and goals, priorities, and action steps needed.

A Vision Statement is an organization's declaration of what it desires to achieve and become in the future. Vision Statements act as a goal for an organization to strive toward and must align with its Mission, Strategic Plan, its culture, and its Core Values.

A Mission Statement is a concise explanation of the organization's reason for existence. It describes the organization's purpose and its overall intention. The Mission Statement supports the vision and serves to communicate purpose and direction to employees, customers, and other stakeholders. This is a main building block to the formulation of the Strategic Plan.

Core Values lists the principles that guide and direct the organization and its culture. In a values-led organization, the values create a moral compass for the organization and its employees. It guides decision-making and establishes a standard against which actions can be assessed. These Core Values are an internalized framework that is shared and acted on by leadership.

A Strategic Plan should focus on a handful of goals; maybe five or six priorities for an organization our size. These goals should be aligned with the Mission and Vision Statements and should contain Strategic Objectives. It should be actionable, measurable, and easy to understand so that it can be used in making operational decisions. A Strategic Plan serves as a roadmap that can be used to prioritize resources (including the budget), goals, and operational initiatives.

On December 8, 2022, the City launched a New Fairview Citizen Survey that collected input from residents on various city related topics. The survey was concluded on January 16, 2023, with ninety

respondents to the survey. On February 3, 2023, the City Council held a Strategic Planning retreat to review the results of the citizen survey. Staff also shared the results of the 2021 City Strategic Planning initiative, and gave sample Vision Statements, Mission Statements, Core Values, and strategic goals and objectives from other cities. Attached are the results of the Strategic Planning retreat, based on the consensus of the City Council.

On February 20, 2023, staff had a work session discussion with the City Council on the City's draft Vision Statement, Mission Statement, Core Values, and strategic goals and objectives based on the input from the Strategic Planning retreat. On March 20, 2023 the City Council adopted the City's first ever Strategic Plan, including a Vision Statement, Mission Statement, Core Values, and Strategic Goals and Objectives. The Strategic Plan was placed on the City's website and was used in the Fiscal Year 2023-24 Budget discussions with the City Council. The Strategic Plan is used by staff in operational decision making.

Strategic Plans are not static documents; they change as new circumstances arise, both internally and externally. As such, staff is presenting an update on Strategic Plan accomplishments and is requesting City Council input on any revisions or adjustments to the Strategic Plan as staff prepares the Fiscal Year 2024-25 Budget discussions with the City Council.

FINANCIAL CONSIDERATION:

None, discussion only.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. Strategic Plan



STRATEGIC PLAN

Adopted March 20, 2023



www.newfairview.org

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Message from the Mayor

It is my pleasure to present to you our City's Strategic Plan based on input from the community, City Council and staff. This plan signals to all that New Fairview is preserving our rural heritage, seeking opportunities to partner with others, protect our residents, improve our public infrastructure and manage the growth upon us. The Strategic Plan includes the City's first ever Vision and Mission Statements, Core Values and Strategic Goals and Objectives.

I expect this Plan to serve as a guide and provide the City Council, staff and the citizens of New Fairview with an in depth list of things that we need to attend to. This Strategic Plan is an all-encompassing systematic approach that permits the current and future City Councils the ability to best allocate the resources entrusted to us by our citizens. It will give us the ability to prioritize the actions that have to be taken in order to meet the overall goals that we need to fulfill in order to generate the results that the citizens expect and deserve.

Many hours have been invested in the creation of this Strategic Plan, including the creation, implementation and results tabulation of the New Fairview Citizen Survey. I would like to personally thank the ninety (90) respondents to the survey. Your input was valuable in helping the City Council identify and prioritize strategic objectives and goals.

This Strategic Plan has been placed on the City website and will be used in the upcoming Fiscal Year 2023-24 Budget discussions. The plan will also be used by staff in our daily operations and they will identify some key performance indicators for each strategic goal and report the progress made. The City Council will then review these progress reports and have discussions with staff. Strategic plans are not static documents; they change as new circumstances arise, both internally and externally. As such, the City Council will review the plan at least once a year to determine if any changes are needed, and to ensure that we are addressing priorities identified by the community.

Welcome to New Fairview

Located just 15 minutes north of the Alliance Corridor, amongst rolling hills and open plains, the City of New Fairview residents enjoy all the benefits of living in a semi-rural atmosphere, with the amenities of a short 30-minute drive to downtown Fort Worth. The Metroplex is one of the fastest-growing areas in the state, consisting of twelve (12) counties, more than 200 cities and more than eight (8) million people. The combination of an ideal location, strong Texas economy, and staggering population growth has resulted in New Fairview seeing a 31.2% growth rate from 2021 to 2022 for an estimated population of 2,060. This made New Fairview one of the top ten (10) fastest growing cities by percent in the North Central Texas Council of Governments region.

By area, New Fairview is the largest city in Wise County, consisting of approximately 16 square miles, bounded by U.S. Highway 287 to the west, the Wise and Denton County line to the east, and Texas 114 approximately four miles to the south. New Fairview was originally settled by immigrants from the Illinois Valley, who creatively named the area, the “Illinois settlement”. The settlement's name was later changed to Fairview, due to the scenic vistas of the rolling hills and the surrounding prairies, only to be changed once again, in 1999, to New Fairview, when the city alderman discovered they were sharing their name with 14 other cities in Texas. The many large tracts of land remaining in the city have predominantly been held by families for generations, who have a strong ranching and dairy farm history, as well as having more than 400 active Barnett Shale gas wells.

The City of New Fairview is served by the Northwest and Decatur ISD, which are a primary driver of the new housing development seen between U.S. 287 and I-35.

Strategic Planning Process Overview

Strategic planning is a process in which an organization's leaders define their vision for the future and identify their organization's goals and objectives. The process includes establishing the sequence in which those goals should be realized so that the organization can reach its stated vision. It is important to involve as many people as possible to get diverse input when engaging in the strategic planning process to better understand community priorities. On December 8, 2022, the City launched a New Fairview Citizen Survey that collected input from residents on various city related topics. The survey was concluded on January 16, 2023, with 90 respondents to the survey.

On February 3, 2023, the City Council held a strategic planning retreat to review the results of the citizen survey. The Council reviewed the results of the 2021 City strategic planning initiative, and sample vision statements, mission statements, core values, and strategic goals and objectives from other cities. The strategic planning retreat focused primarily on what the City of New Fairview needs to do to realize its vision for the community's future and accomplish the mission of the organization. The strategic planning process was more policy-oriented and less about how to carry out the day-to-day operations and delivery of public services.

On February 20, 2023, staff had a work session discussion with the City Council on the draft vision statement, mission statement, core values, and strategic goals and objectives based on the input from the strategic planning retreat. Staff was directed to prepare a resolution for the adoption of a vision statement, mission statement, core values, and strategic goals and objectives. On March 20, 2023, the City Council passed Resolution (222303-04-123) adopting the Strategic Plan for the City, including a Vision Statement, Mission Statement, Core Values, and Strategic Goals and Objectives.

Vision, Mission, and Core Values

An organization's Vision is aspirational in nature. It defines what the organization wants to be or to achieve. It is an idealized description of the desired future state of the community. Vision statements act as a goal for an organization to strive toward and must align with its mission, strategic planning, culture, and core values. Below is the City Council's shared vision for New Fairview's future.

NEW FAIRVIEW VISION

New Fairview is a thriving rural community determined to balance old and new while strategically managing growth and sustainability for the next generation.

Whereas the Vision Statement describes the idealized future state of the community, a Mission Statement describes the organization's purpose. It defines the "business" of the organization and its relationship with its customers. The Mission Statement supports the vision and serves to communicate purpose and direction to employees, customers, and other stakeholders. This is a main building block to the formulation of the strategic plan. Below is the City Council's shared mission for the organization.

NEW FAIRVIEW MISSION

New Fairview is committed to governing with integrity and fiscal responsibility to ensure the overall quality of life for our citizens by providing excellence in public safety, economic growth, public infrastructure and community services.

Core Values are the fundamental principles that guide how members of the organization conduct themselves while carrying out the mission in pursuit of the vision. Together, the values provide an ethical framework for decision-making and action. In a values-led organization, the values create

a moral compass for the organization and its employees. It guides decision-making and establishes a standard against which actions can be assessed. These core values are an internalized framework that is shared and acted on by leadership. Below are the City Council's shared Core Values for the organization.

NEW FAIRVIEW CORE VALUES

Integrity

Service

Trust

Transparency

Respectful

Accountable

Family Friendly

Fiscally Responsible

Preservation of our Natural Beauty

Strategic Goals and Objectives

A Strategic Plan should focus on a handful of Strategic Goals for an organization. These Strategic Goals should be aligned with the mission and vision statements and should each contain Strategic Objectives. The Strategic Objectives should be actionable, measurable, and easy to understand so that they can be used in making operational decisions. The Strategic Plan serves as a roadmap that can be used to prioritize resources, including the budget, goals, and operational initiatives.

A set of Strategic Objectives were identified and discussed using the ideas generated by the City Council, and based on the Citizen Satisfaction Survey, in a brainstorming activity during the strategic planning retreat. The objectives were then ranked by the City Council, without staff participation. The objectives receiving three or more votes were then grouped into strategic goals, for a total of six (6) Strategic Goals. Below are the City Council's shared Strategic Goals and Objectives for the organization.

GOAL 1 – Protect the Public

OBJECTIVE 1.1 – Improve Animal Control Services.

OBJECTIVE 1.2 – Improve Code Enforcement.

OBJECTIVE 1.3 – Grow Public Safety Services.

GOAL 2 – Invest in Infrastructure

OBJECTIVE 2.1 – Better Roads and Drainage.

OBJECTIVE 2.2 – Convert Multi-Purpose Building to public safety use only.

OBJECTIVE 2.3 – Build a Public Works Building.

GOAL 3 – Manage or Growth

OBJECTIVE 3.1 – Respect for our rural heritage.

OBJECTIVE 3.2 – Keep existing new residential minimum to one (1) acre lots.

OBJECTIVE 3.3 – Update the Zoning Map.

GOAL 4 – Exercise Fiscal Responsibility

OBJECTIVE 4.1 – Sustain a low Property Tax Rate.

OBJECTIVE 4.2 – Seek grant opportunities.

OBJECTIVE 4.3 – Seek interlocal opportunities.

GOAL 5 – Parks & Beautification

OBJECTIVE 5.1 – Develop and enhance Community Events.

OBJECTIVE 5.2 – Enhance the beautification of the community.

GOAL 6 – Advance our Interests

OBJECTIVE 6.1 – Improve Communication.

OBJECTIVE 6.2 – Protect Extraterritorial Jurisdiction.

OBJECTIVE 6.3 – Develop an Economic Development Plan.



**City of New Fairview
City Council
Regular Meeting
999 Illinois Lane
Monday, April 15, 2024**

**CITY COUNCIL
Mayor John Taylor
Mayor Pro Tem Steven King
Place 1 Councilman Harvey Lynn Burger
Place 2 Councilman Peter Kozlowski
Place 3 Councilwoman Sarah Adams
Place 5 Councilman Richard Greene**

**City Staff
John Cabrales Jr, City Administrator
Brooke Boller, City Secretary
Roberta (Robin) Cross, City Attorney – Virtual**

WORK SESSION

1. Call to Order and Determination of Quorum (**Work Session called to order by Mayor John Taylor at 8:05 pm; Roll Call with the above-mentioned names.**)
2. Receive a report and hold a discussion regarding revisions to the Personnel Policy and Procedure Manual.
The council heard from City Administrator John Cabrales and City Attorney Robin Cross regarding changes to the Personnel Policy and Procedures. The consensus of the council advised staff to move forward with the changes to sections 18,19,20,23,24,30,31,32 & 33.
3. Adjournment
**Motion: Councilman Richard Greene
Second: Councilman Peter Kozlowski
Vote: All in Favor
Result: Council adjourned the Work Session at 8:59 pm**

REGULAR SESSION

1. Call to Order and Determination of Quorum (**Regular Session called to order by Mayor John Taylor at 7:00 pm; Roll Call with the above-mentioned names.**)
2. Pledge to the Flags.
 - A. United States of America
 - B. Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.

3. Announcements & Special Recognitions: The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.
4. City Administrator's Report: The City Administrator's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including but not limited to departmental operations and capital improvement project status. No action will be taken with respect to this report.
5. Public Comment: The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens with the opportunity to speak, there is a three-minute limit on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.
6. Consent Agenda: All matters as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. An item can be removed from the consent agenda by the City Administrator, Mayor, or any member of the City Council and will be considered after approval of the consent agenda.
 - A. Approve the City Council Meeting minutes for April 1, 2024.
 - B. Approve the October, November and December 2023 Financial Reports.
 - C. Approve the FY 2023-24 2nd Quarter Investment Report
Motion: Councilman Richard Greene
Second: Councilman Peter Kozlowski
Vote: All in Favor
Result: Council approved the City Council Meeting Minutes for April 1, 2024, the October, November & December Financial Reports as well as the FY 2023-2024 2nd Quarter Investment Report.
7. New Business: All matters listed in New Business will be discussed and considered separately.
 - A. Receive, consider, and act on a Joint Resolution with the City of Justin expressing a desire to pursue regional water and wastewater services.
Motion: Councilman Richard Greene
Second: Mayor Pro Tem Steven King
Vote: For- Mayor Pro Tem Steven King, Councilman Peter Kozlowski, Councilwoman Sarah Adams and Councilman Richard Greene
Against- Councilman Harvey Lynn Burger
Result: Council approved a Joint Resolution with the City of Justin expressing a desire to pursue regional water and wastewater services.
 - B. Receive, consider, and act on appointing member(s) to the Planning and Zoning Commission.
Motion: Councilman Richard Greene
Second: Councilwoman Sarah Admas
Vote: All in Favor
Result: Council approved the appointment of Kendall Waldie to the Planning and Zoning Commission, Place 4.

- C. Receive, consider, and act on appointing member(s) to the Parks and Recreation Board and the Keep New Fairview Beautiful Committee.

Motion: Councilman Richard Greene

Second: Councilwoman Sarah Adams

Vote: All in Favor

Result: Council approved the appointment of Christine Waldie to the Parks and Recreation Board, and the Keep New Fairview Beautiful Committee, to the Alternate Place.

- D. Receive, consider, and act on a Resolution adopting guidelines and procedures relating to the naming and renaming of City facilities.

Motion: Councilman Peter Kozlowski

Second: Councilman Richard Greene

Vote: All in Favor

Result: Council approved a Resolution adopting guidelines and procedures relating to the naming and renaming of City facilities

8. Executive Session: Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with the City Attorney pursuant to §551.071, Texas Government Code. The Council may go into closed session at any time when permitted by Chapter 551, Texas Government Code or Chapter 418, Texas Tax Code. Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.

Council left for Executive Session at 7:26pm

- A. § 551.071(2): Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding:

1. Employment Agreement for John Cabrales, Jr.
2. Possible property acquisition that is east of South County Line, West of FM 407 and North of Dove Hollow Lane. **-Tabled**

- B. §551.074: (a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

1. Employment Agreement for John Cabrales, Jr. – **Review was finalized with follow up discussion with John Cabrales on Wednesday.**

- C. Section 551.072: to deliberate the purchase, exchange, lease, or value of real property.

1. Possible property acquisition that is east of South County Line, West of FM 407 and North of Dove Hollow Lane. **-Tabled**

9. Return to Open Session: Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.

Council returned to Regular Session at 7:57pm.

10. Mayor & Council Member Announcements: The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent

public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

4/20/24 – Meet & Greet at Rhome, Mayors Dinner 5/9/24 at 5:30pm, Battle of the Badges 5/30/24 10am-4pm

11. Adjournment

Motion: Councilwoman Sarah Adams

Second: Councilman Richard Greene

Vote: All in Favor

Result: Council adjourned the Regular Session at 8:04pm.

MINUTES APPROVED ON THIS, THE 6TH DAY OF MAY 2024

John Taylor, Mayor

Brooke Boller, City Secretary

City of New Fairview
Revenue And Expense Report
As of January 31, 2024

5/3/2024 10:48 AM

01 - General Fund	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
Revenue Summary					
-	319,679.04	1,280,674.93	1,929,895.16	649,220.23	33.64%
Revenue Totals	319,679.04	1,280,674.93	1,929,895.16	649,220.23	33.64%
Expense Summary					
2001-City Council	3,834.50	6,505.91	24,620.00	18,114.09	73.57%
2002-Administration	254,883.43	359,659.80	402,940.04	43,280.24	10.74%
2003-City Secretary	9,597.96	49,677.67	151,879.02	102,201.35	67.29%
2007-Municipal Court	31,450.84	84,894.22	224,613.70	139,719.48	62.20%
2008-Planning & Development	90,395.71	175,934.45	335,250.00	159,315.55	47.52%
2009-Public Works	29,331.34	226,964.87	580,949.24	353,984.37	60.93%
2010-Code Enforcement	610.05	3,324.20	31,275.00	27,950.80	89.37%
2011-Public Safety	14,159.17	32,943.00	176,849.00	143,906.00	81.37%
2013-Parks & Recreation	2,380.27	13,623.17	51,465.00	37,841.83	73.53%
Expense Totals	436,643.27	953,527.29	1,979,841.00	1,026,313.71	51.84%
Revenues Over(Under) Expenditures	(116,964.23)	327,147.64	(49,945.84)	0.00	0.00%

City of New Fairview
Revenue and Expense Report
As of January 31, 2024

5/3/2024 10:48 AM

01 - General Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
-					
<u>Property Tax</u>					
-4101 Current Property Tax	219,516.73	553,784.50	513,495.16	(40,289.34)	(7.85%)
Total Property Tax	219,516.73	553,784.50	513,495.16	(40,289.34)	(7.85%)
<u>Sales and Mixed Beverage Tax</u>					
-4201 Sales/ Beverage Tax	38,469.48	151,811.43	440,000.00	288,188.57	65.50%
Total Sales and Mixed Beverage Tax	38,469.48	151,811.43	440,000.00	288,188.57	65.50%
<u>Franchise Fees</u>					
-4301 Franchise Fees	23,428.37	33,534.01	80,000.00	46,465.99	58.08%
Total Franchise Fees	23,428.37	33,534.01	80,000.00	46,465.99	58.08%
<u>Permits</u>					
-4401 Construction Permits	21,845.20	122,516.05	500,000.00	377,483.95	75.50%
-4402 Septic Permits	820.00	9,170.00	16,400.00	7,230.00	44.09%
-4403 Contractor Registration	700.00	2,700.00	5,000.00	2,300.00	46.00%
Total Permits	23,365.20	134,386.05	521,400.00	387,013.95	74.23%
<u>Fines and Fees</u>					
-4501 Court Fines	5,821.50	28,601.50	150,000.00	121,398.50	80.93%
-4510 Mun Court Svc Fee Retained	616.38	2,826.49	0.00	(2,826.49)	0.00%
-4530 Local Truancy Prevention and Diversion Fund	89.05	713.73	0.00	(713.73)	0.00%
-4535 Time Payment Reimbursement Fee	60.00	165.00	0.00	(165.00)	0.00%
-4540 Omnibase Reimbursement Fee	12.00	12.00	0.00	(12.00)	0.00%
Total Fines and Fees	6,598.93	32,318.72	150,000.00	117,681.28	78.45%
<u>Other Revenue</u>					

City of New Fairview
Revenue and Expense Report
As of January 31, 2024

5/3/2024 10:48 AM

01 - General Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
-4800 Interest Income	0.00	0.00	60,000.00	60,000.00	100.00%
Total Other Revenue	0.00	0.00	60,000.00	60,000.00	100.00%
<u>Other Revenues</u>					
-4901 Other Revenue	19.47	347,293.45	85,000.00	(262,293.45)	(308.58%)
-4906 Sponsorship	0.00	7,250.00	5,000.00	(2,250.00)	(45.00%)
-4907 Boyd Municipal Court	8,280.86	20,296.77	75,000.00	54,703.23	72.94%
Total Other Revenues	8,300.33	374,840.22	165,000.00	(209,840.22)	(127.18%)
Total	319,679.04	1,280,674.93	1,929,895.16	649,220.23	33.64%
Total Revenue	319,679.04	1,280,674.93	1,929,895.16	649,220.23	33.64%

City of New Fairview
Revenue and Expense Report
As of January 31, 2024

5/3/2024 10:48 AM

01 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
2001-City Council					
Contract Labor					
2001-5108 Legal Expenses	3,834.50	3,834.50	10,000.00	6,165.50	61.66%
Total Contract Labor	3,834.50	3,834.50	10,000.00	6,165.50	61.66%
Supplies					
2001-5201 Office Supplies	0.00	0.00	1,500.00	1,500.00	100.00%
2001-5299 Miscellaneous Supplies	0.00	0.00	500.00	500.00	100.00%
Total Supplies	0.00	0.00	2,000.00	2,000.00	100.00%
Other Expense					
2001-5307 Election Expense	0.00	0.00	3,000.00	3,000.00	100.00%
Total Other Expense	0.00	0.00	3,000.00	3,000.00	100.00%
Services					
2001-5310 Software	0.00	0.00	120.00	120.00	100.00%
2001-5322 Training/Dues	0.00	1,164.91	8,000.00	6,835.09	85.44%
2001-5323 Membership	0.00	851.00	1,500.00	649.00	43.27%
2001-5355 Miscellaneous Expense	0.00	655.50	0.00	(655.50)	0.00%
Total Services	0.00	2,671.41	9,620.00	6,948.59	72.23%
Total City Council	3,834.50	6,505.91	24,620.00	18,114.09	73.57%
2002-Administration					
Salaries & Payroll					
2002-5001 Salaries	10,528.88	39,605.77	126,000.00	86,394.23	68.57%
2002-5004 Longevity Pay	0.00	136.00	136.00	0.00	0.00%
2002-5005 TMRS	881.27	2,736.36	10,557.58	7,821.22	74.08%

City of New Fairview
Revenue and Expense Report
As of January 31, 2024

5/3/2024 10:48 AM

01 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
2002-5006 Health Insurance	1,818.60	3,797.92	10,813.32	7,015.40	64.88%
2002-5007 FICA - Payroll Taxes	805.46	3,029.86	9,649.40	6,619.54	68.60%
2002-5008 Worker's Comp	1.47	633.71	517.16	(116.55)	(22.54%)
2002-5010 Unemployment	0.00	0.00	3,780.00	3,780.00	100.00%
2002-5011 Deferred Compensation	0.00	0.00	8,000.00	8,000.00	100.00%
2002-5012 LTD, STD and Life	347.00	783.40	2,411.58	1,628.18	67.52%
Total Salaries & Payroll	14,382.68	50,723.02	171,865.04	121,142.02	70.49%
<u>Contract Labor</u>					
2002-5101 Contract Labor	480.00	2,080.00	8,400.00	6,320.00	75.24%
2002-5108 Legal Expenses	6,914.50	6,914.50	55,000.00	48,085.50	87.43%
2002-5111 Information Technology	640.36	1,886.08	7,265.00	5,378.92	74.04%
Total Contract Labor	8,034.86	10,880.58	70,665.00	59,784.42	84.60%
<u>Supplies</u>					
2002-5201 Office Supplies	661.41	1,632.33	2,000.00	367.67	18.38%
2002-5299 Miscellaneous Supplies	0.00	377.87	500.00	122.13	24.43%
Total Supplies	661.41	2,010.20	2,500.00	489.80	19.59%
<u>Services</u>					
2002-5310 Software	925.61	5,648.47	11,000.00	5,351.53	48.65%
2002-5315 Electric / Trash	136.34	487.22	1,700.00	1,212.78	71.34%
2002-5320 Equipment Rental	111.75	399.50	6,500.00	6,100.50	93.85%
2002-5322 Training/Dues	436.76	1,455.74	4,260.00	2,804.26	65.83%
2002-5335 Internet/Telephone	612.39	755.45	1,500.00	744.55	49.64%
2002-5340 Auditor	0.00	0.00	16,500.00	16,500.00	100.00%

City of New Fairview
Revenue and Expense Report
As of January 31, 2024

5/3/2024 10:48 AM

01 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
2002-5350 Professional Services	0.00	0.00	5,000.00	5,000.00	100.00%
2002-5355 Miscellaneous Expense	55.27	1,218.01	2,000.00	781.99	39.10%
2002-5360 Prop Tax Collection Fees	157.00	5,518.98	11,200.00	5,681.02	50.72%
2002-5361 Credit Card Fees	1,635.86	5,441.65	0.00	(5,441.65)	0.00%
2002-5375 Chapter 380	27,733.50	62,386.62	85,000.00	22,613.38	26.60%
2002-5380 TML Insurance	0.00	12,734.36	13,250.00	515.64	3.89%
Total Services	31,804.48	96,046.00	157,910.00	61,864.00	39.18%
<u>Transfers</u>					
2002-7185 Transfer Out - Special Revenue	200,000.00	200,000.00	0.00	(200,000.00)	0.00%
Total Transfers	200,000.00	200,000.00	0.00	(200,000.00)	0.00%
Total Administration	254,883.43	359,659.80	402,940.04	43,280.24	10.74%
2003-City Secretary -----					
<u>Salaries & Payroll</u>					
2003-5001 Salaries	5,886.09	21,122.97	65,637.50	44,514.53	67.82%
2003-5002 Part Time	0.00	4,019.80	20,000.00	15,980.20	79.90%
2003-5004 Longevity Pay	0.00	244.00	244.00	0.00	0.00%
2003-5005 TMRS	492.67	1,464.82	7,188.28	5,723.46	79.62%
2003-5006 Health Insurance	1,967.16	4,093.67	10,813.32	6,719.65	62.14%
2003-5007 FICA - Payroll Taxes	441.10	1,815.23	6,569.93	4,754.70	72.37%
2003-5008 Worker's Comp	1.47	1,261.01	352.11	(908.90)	(258.13%)
2003-5010 Unemployment	0.00	0.00	2,569.13	2,569.13	100.00%
2003-5012 LTD, STD and Life	225.96	450.88	1,266.75	815.87	64.41%
Total Salaries & Payroll	9,014.45	34,472.38	114,641.02	80,168.64	69.93%

City of New Fairview
Revenue and Expense Report
As of January 31, 2024

5/3/2024 10:48 AM

01 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
<u>Contract Labor</u>					
2003-5108 Legal Expenses	84.00	84.00	6,000.00	5,916.00	98.60%
Total Contract Labor	84.00	84.00	6,000.00	5,916.00	98.60%
<u>Supplies</u>					
2003-5201 Office Supplies	17.49	588.16	1,500.00	911.84	60.79%
2003-5202 Equipment	0.00	0.00	500.00	500.00	100.00%
2003-5207 Postage	0.00	66.00	400.00	334.00	83.50%
2003-5299 Miscellaneous Supplies	0.00	0.00	500.00	500.00	100.00%
Total Supplies	17.49	654.16	2,900.00	2,245.84	77.44%
<u>Services</u>					
2003-5305 Legal Notices	0.00	0.00	1,500.00	1,500.00	100.00%
2003-5310 Software	21.64	11,314.92	12,278.00	963.08	7.84%
2003-5315 Electric / Trash	136.34	487.19	2,000.00	1,512.81	75.64%
2003-5320 Equipment Rental	111.75	223.50	6,000.00	5,776.50	96.28%
2003-5322 Training/Dues	1.76	1,717.93	4,300.00	2,582.07	60.05%
2003-5323 Membership	139.00	509.00	1,260.00	751.00	59.60%
2003-5335 Internet/Telephone	71.53	214.59	1,000.00	785.41	78.54%
Total Services	482.02	14,467.13	28,338.00	13,870.87	48.95%
Total City Secretary	9,597.96	49,677.67	151,879.02	102,201.35	67.29%
2007-Municipal Court					
<u>Salaries & Payroll</u>					
2007-5001 Salaries	9,733.30	30,637.16	105,125.52	74,488.36	70.86%
2007-5002 Part Time	0.00	5,304.23	0.00	(5,304.23)	0.00%

City of New Fairview
Revenue and Expense Report
As of January 31, 2024

5/3/2024 10:48 AM

01 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
2007-5003 Overtime	55.13	688.87	1,500.00	811.13	54.08%
2007-5004 Longevity Pay	0.00	136.00	236.00	100.00	42.37%
2007-5005 TMRS	819.29	2,180.67	8,818.76	6,638.09	75.27%
2007-5006 Health Insurance	3,638.42	5,690.61	21,626.64	15,936.03	73.69%
2007-5007 FICA - Payroll Taxes	739.64	2,832.41	8,060.16	5,227.75	64.86%
2007-5008 Worker's Comp	2.95	1,262.51	431.98	(830.53)	(192.26%)
2007-5010 Unemployment	0.00	0.00	3,153.77	3,153.77	100.00%
2007-5012 LTD, STD and Life	295.89	556.94	2,032.87	1,475.93	72.60%
Total Salaries & Payroll	15,284.62	49,289.40	150,985.70	101,696.30	67.35%
<u>Contract Labor</u>					
2007-5106 Municipal Judge	0.00	1,800.00	9,600.00	7,800.00	81.25%
2007-5108 Legal Expenses	1,088.00	2,588.00	10,800.00	8,212.00	76.04%
2007-5115 Boyd Court	0.00	0.00	1,500.00	1,500.00	100.00%
Total Contract Labor	1,088.00	4,388.00	21,900.00	17,512.00	79.96%
<u>Supplies</u>					
2007-5201 Office Supplies	379.94	1,357.26	2,500.00	1,142.74	45.71%
2007-5202 Equipment	0.00	901.45	0.00	(901.45)	0.00%
2007-5207 Postage	323.67	521.67	1,000.00	478.33	47.83%
2007-5222 Signs	0.00	171.67	0.00	(171.67)	0.00%
2007-5299 Miscellaneous Supplies	0.00	0.00	500.00	500.00	100.00%
Total Supplies	703.61	2,952.05	4,000.00	1,047.95	26.20%
<u>Services</u>					
2007-5310 Software	0.00	7,690.00	5,513.00	(2,177.00)	(39.49%)

City of New Fairview
Revenue and Expense Report
As of January 31, 2024

5/3/2024 10:48 AM

01 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
2007-5315 Electric / Trash	136.34	487.20	2,000.00	1,512.80	75.64%
2007-5320 Equipment Rental	111.75	223.50	6,000.00	5,776.50	96.28%
2007-5322 Training/Dues	0.00	1,008.44	4,215.00	3,206.56	76.07%
2007-5323 Membership	0.00	499.00	1,000.00	501.00	50.10%
2007-5335 Internet/Telephone	71.53	214.59	1,000.00	785.41	78.54%
2007-5350 Professional Services	0.00	147.90	3,000.00	2,852.10	95.07%
2007-5355 Miscellaneous Expense	11,939.78	15,878.93	25,000.00	9,121.07	36.48%
Total Services	12,259.40	26,149.56	47,728.00	21,578.44	45.21%
<u>Transfers</u>					
2007-7185 Transfer Out - Special Revenue	2,115.21	2,115.21	0.00	(2,115.21)	0.00%
Total Transfers	2,115.21	2,115.21	0.00	(2,115.21)	0.00%
Total Municipal Court	31,450.84	84,894.22	224,613.70	139,719.48	62.20%
<u>2008-Planning & Development</u>					
<u>Contract Labor</u>					
2008-5105 Building Inspector	8,772.57	84,002.62	260,000.00	175,997.38	67.69%
2008-5109 City Engineer	3,517.02	7,250.12	25,000.00	17,749.88	71.00%
2008-5110 City Planner	1,856.23	3,056.82	35,000.00	31,943.18	91.27%
Total Contract Labor	14,145.82	94,309.56	320,000.00	225,690.44	70.53%
<u>Supplies</u>					
2008-5201 Office Supplies	0.00	0.00	500.00	500.00	100.00%
Total Supplies	0.00	0.00	500.00	500.00	100.00%
<u>Services</u>					
2008-5305 Legal Notices	0.00	0.00	500.00	500.00	100.00%

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2008-5310 Software	0.00	5,375.00	4,250.00	(1,125.00)	(26.47%)
2008-5350 Professional Services	0.00	0.00	10,000.00	10,000.00	100.00%
Total Services	0.00	5,375.00	14,750.00	9,375.00	63.56%
<u>Transfers</u>					
2008-7185 Transfer Out - Special Revenue	76,249.89	76,249.89	0.00	(76,249.89)	0.00%
Total Transfers	76,249.89	76,249.89	0.00	(76,249.89)	0.00%
Total Planning & Development	90,395.71	175,934.45	335,250.00	159,315.55	47.52%
2009-Public Works					
<u>Salaries & Payroll</u>					
2009-5001 Salaries	9,999.07	38,090.32	153,262.72	115,172.40	75.15%
2009-5002 Part Time	4,090.90	13,980.98	40,425.00	26,444.02	65.42%
2009-5003 Overtime	116.85	888.54	5,000.00	4,111.46	82.23%
2009-5004 Longevity Pay	0.00	272.00	272.00	0.00	0.00%
2009-5005 TMRS	841.93	2,675.63	16,652.93	13,977.30	83.93%
2009-5006 Health Insurance	3,639.64	7,597.43	32,439.96	24,842.53	76.58%
2009-5007 FICA - Payroll Taxes	1,073.07	3,991.46	15,220.42	11,228.96	73.78%
2009-5008 Worker's Comp	2.96	3,144.41	11,823.78	8,679.37	73.41%
2009-5010 Unemployment	0.00	0.00	5,810.63	5,810.63	100.00%
2009-5012 LTD, STD and Life	188.05	425.84	2,963.16	2,537.32	85.63%
Total Salaries & Payroll	19,952.47	71,066.61	283,870.60	212,803.99	74.97%
<u>Contract Labor</u>					
2009-5102 Public Infrastructure	0.00	225.00	0.00	(225.00)	0.00%
Total Contract Labor	0.00	225.00	0.00	(225.00)	0.00%

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<u>Supplies</u>					
2009-5201 Office Supplies	83.98	756.98	1,000.00	243.02	24.30%
2009-5202 Equipment	0.00	2,859.58	5,500.00	2,640.42	48.01%
2009-5203 Uniforms	49.98	400.30	3,500.00	3,099.70	88.56%
2009-5222 Signs	95.88	95.88	6,000.00	5,904.12	98.40%
2009-5299 Miscellaneous Supplies	47.52	787.37	3,500.00	2,712.63	77.50%
Total Supplies	<u>277.36</u>	<u>4,900.11</u>	<u>19,500.00</u>	<u>14,599.89</u>	<u>74.87%</u>
<u>Services</u>					
2009-5301 Fuel	574.28	3,096.20	11,000.00	7,903.80	71.85%
2009-5302 Tractor/ Truck Repairs	0.00	5,760.72	7,000.00	1,239.28	17.70%
2009-5303 Tolls	0.00	6.65	200.00	193.35	96.68%
2009-5305 Legal Notices	0.00	158.25	175.00	16.75	9.57%
2009-5310 Software	48.70	6,946.11	125.00	(6,821.11)	(5456.89%)
2009-5315 Electric / Trash	753.04	3,341.18	10,500.00	7,158.82	68.18%
2009-5320 Equipment Rental	111.75	223.50	9,200.00	8,976.50	97.57%
2009-5322 Training/Dues	0.00	922.36	5,000.00	4,077.64	81.55%
2009-5335 Internet/Telephone	0.00	0.00	360.00	360.00	100.00%
2009-5345 Street Lights	755.88	2,167.62	6,000.00	3,832.38	63.87%
2009-5355 Miscellaneous Expense	0.00	19.98	0.00	(19.98)	0.00%
2009-5385 Building Repairs	883.52	3,549.99	13,000.00	9,450.01	72.69%
2009-5395 Road Maintenance	5,481.84	13,085.78	40,000.00	26,914.22	67.29%
Total Services	<u>8,609.01</u>	<u>39,278.34</u>	<u>102,560.00</u>	<u>63,281.66</u>	<u>61.70%</u>
<u>Capital Outlay</u>					

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2009-6010 Vehicles - Capital	0.00	72,520.00	85,000.00	12,480.00	14.68%
2009-6020 Equipment - Capital	492.50	492.50	0.00	(492.50)	0.00%
2009-6030 Buildings - Capital	0.00	3,350.00	54,800.00	51,450.00	93.89%
2009-7010 Principal	0.00	28,409.85	28,004.28	(405.57)	(1.45%)
2009-7020 Interest	0.00	6,722.46	7,214.36	491.90	6.82%
Total Capital Outlay	492.50	111,494.81	175,018.64	63,523.83	36.30%
Total Public Works	29,331.34	226,964.87	580,949.24	353,984.37	60.93%
2010-Code Enforcement					
<u>Contract Labor</u>					
2010-5103 Septic Inspector	0.00	0.00	2,500.00	2,500.00	100.00%
2010-5104 Animal Control	75.00	100.00	700.00	600.00	85.71%
2010-5108 Legal Expenses	105.00	105.00	1,000.00	895.00	89.50%
2010-5112 Abatement	0.00	0.00	2,000.00	2,000.00	100.00%
Total Contract Labor	180.00	205.00	6,200.00	5,995.00	96.69%
<u>Supplies</u>					
2010-5201 Office Supplies	0.00	0.00	500.00	500.00	100.00%
2010-5207 Postage	0.00	0.00	500.00	500.00	100.00%
2010-5299 Miscellaneous Supplies	86.05	241.04	200.00	(41.04)	(20.52%)
Total Supplies	86.05	241.04	1,200.00	958.96	79.91%
<u>Services</u>					
2010-5300 KNFB	0.00	34.16	5,000.00	4,965.84	99.32%
2010-5310 Software	0.00	2,500.00	2,100.00	(400.00)	(19.05%)
2010-5322 Training/Dues	0.00	0.00	1,875.00	1,875.00	100.00%

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2010-5323 Membership	0.00	0.00	200.00	200.00	100.00%
2010-5350 Professional Services	0.00	0.00	12,000.00	12,000.00	100.00%
2010-5390 Cleanup Days	344.00	344.00	2,700.00	2,356.00	87.26%
Total Services	344.00	2,878.16	23,875.00	20,996.84	87.94%
Total Code Enforcement	610.05	3,324.20	31,275.00	27,950.80	89.37%
2011-Public Safety					
<u>Contract Labor</u>					
2011-5101 Contract Labor	6,150.00	24,600.00	73,800.00	49,200.00	66.67%
2011-5107 Contract Deputies	0.00	333.83	12,000.00	11,666.17	97.22%
2011-5116 Boyd Law Enforcement	0.00	0.00	70,000.00	70,000.00	100.00%
Total Contract Labor	6,150.00	24,933.83	155,800.00	130,866.17	84.00%
<u>Services</u>					
2011-5310 Software	0.00	0.00	2,049.00	2,049.00	100.00%
2011-5385 Building Repairs	0.00	0.00	2,500.00	2,500.00	100.00%
Total Services	0.00	0.00	4,549.00	4,549.00	100.00%
<u>Capital Outlay</u>					
2011-6030 Buildings - Capital	8,009.17	8,009.17	16,500.00	8,490.83	51.46%
Total Capital Outlay	8,009.17	8,009.17	16,500.00	8,490.83	51.46%
Total Public Safety	14,159.17	32,943.00	176,849.00	143,906.00	81.37%
2013-Parks & Recreation					
<u>Supplies</u>					
2013-5201 Office Supplies	0.00	0.00	250.00	250.00	100.00%
2013-5202 Equipment	0.00	238.58	1,000.00	761.42	76.14%

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2013-5299 Miscellaneous Supplies	0.00	83.57	0.00	(83.57)	0.00%
Total Supplies	0.00	322.15	1,250.00	927.85	74.23%
<u>Services</u>					
2013-5304 Special Events	2,380.27	12,674.59	7,000.00	(5,674.59)	(81.07%)
2013-5320 Equipment Rental	0.00	198.04	3,500.00	3,301.96	94.34%
2013-5322 Training/Dues	0.00	31.91	2,815.00	2,783.09	98.87%
2013-5323 Membership	0.00	0.00	500.00	500.00	100.00%
2013-5350 Professional Services	0.00	0.00	20,000.00	20,000.00	100.00%
2013-5355 Miscellaneous Expense	0.00	63.44	4,000.00	3,936.56	98.41%
2013-5385 Building Repairs	0.00	0.00	4,500.00	4,500.00	100.00%
Total Services	2,380.27	12,967.98	42,315.00	29,347.02	69.35%
2013-5316 Water	0.00	333.04	600.00	266.96	44.49%
Total	0.00	333.04	600.00	266.96	44.49%
<u>Capital Outlay</u>					
2013-6020 Equipment - Capital	0.00	0.00	7,300.00	7,300.00	100.00%
Total Capital Outlay	0.00	0.00	7,300.00	7,300.00	100.00%
Total Parks & Recreation	2,380.27	13,623.17	51,465.00	37,841.83	73.53%
Total Expense	436,643.27	953,527.29	1,979,841.00	1,026,313.71	51.84%

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01 - General Fund	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
Revenue Summary					
-	502,093.39	1,782,768.32	1,929,895.16	147,126.84	7.62%
Revenue Totals	502,093.39	1,782,768.32	1,929,895.16	147,126.84	7.62%
Expense Summary					
2001-City Council	535.02	7,040.93	24,620.00	17,579.07	71.40%
2002-Administration	15,988.99	375,648.79	402,940.04	27,291.25	6.77%
2003-City Secretary	6,937.04	56,614.71	151,879.02	95,264.31	62.72%
2007-Municipal Court	12,091.80	96,986.02	224,613.70	127,627.68	56.82%
2008-Planning & Development	10,902.93	186,837.38	335,250.00	148,412.62	44.27%
2009-Public Works	18,663.51	245,628.38	580,949.24	335,320.86	57.72%
2010-Code Enforcement	130.00	3,454.20	31,275.00	27,820.80	88.96%
2011-Public Safety	31,690.80	64,633.80	176,849.00	112,215.20	63.45%
2013-Parks & Recreation	176.57	13,799.74	51,465.00	37,665.26	73.19%
Expense Totals	97,116.66	1,050,643.95	1,979,841.00	929,197.05	46.93%
Revenues Over(Under) Expenditures	404,976.73	732,124.37	(49,945.84)	0.00	0.00%

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01 - General Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
-					
<u>Property Tax</u>					
-4101 Current Property Tax	382,844.58	936,629.08	513,495.16	(423,133.92)	(82.40%)
Total Property Tax	382,844.58	936,629.08	513,495.16	(423,133.92)	(82.40%)
<u>Sales and Mixed Beverage Tax</u>					
-4201 Sales/ Beverage Tax	42,319.95	194,131.38	440,000.00	245,868.62	55.88%
Total Sales and Mixed Beverage Tax	42,319.95	194,131.38	440,000.00	245,868.62	55.88%
<u>Franchise Fees</u>					
-4301 Franchise Fees	24,308.15	57,842.16	80,000.00	22,157.84	27.70%
Total Franchise Fees	24,308.15	57,842.16	80,000.00	22,157.84	27.70%
<u>Permits</u>					
-4401 Construction Permits	8,019.25	130,535.30	500,000.00	369,464.70	73.89%
-4402 Septic Permits	820.00	9,990.00	16,400.00	6,410.00	39.09%
-4403 Contractor Registration	700.00	3,400.00	5,000.00	1,600.00	32.00%
Total Permits	9,539.25	143,925.30	521,400.00	377,474.70	72.40%
<u>Fines and Fees</u>					
-4501 Court Fines	6,998.00	35,599.50	150,000.00	114,400.50	76.27%
-4510 Mun Court Svc Fee Retained	856.45	3,682.94	0.00	(3,682.94)	0.00%
-4530 Local Truancy Prevention and Diversion Fund	20.15	733.88	0.00	(733.88)	0.00%
-4535 Time Payment Reimbursement Fee	15.00	180.00	0.00	(180.00)	0.00%
-4540 Omnibase Reimbursement Fee	8.00	20.00	0.00	(20.00)	0.00%
Total Fines and Fees	7,897.60	40,216.32	150,000.00	109,783.68	73.19%
<u>Other Revenue</u>					

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01 - General Fund Department Revenue	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
-4800 Interest Income	0.00	0.00	60,000.00	60,000.00	100.00%
Total Other Revenue	0.00	0.00	60,000.00	60,000.00	100.00%
<u>Other Revenues</u>					
-4901 Other Revenue	8,423.07	355,716.52	85,000.00	(270,716.52)	(318.49%)
-4905 Grant Revenue	13,719.95	13,719.95	0.00	(13,719.95)	0.00%
-4906 Sponsorship	250.00	7,500.00	5,000.00	(2,500.00)	(50.00%)
-4907 Boyd Municipal Court	12,790.84	33,087.61	75,000.00	41,912.39	55.88%
Total Other Revenues	35,183.86	410,024.08	165,000.00	(245,024.08)	(148.50%)
Total	502,093.39	1,782,768.32	1,929,895.16	147,126.84	7.62%
Total Revenue	502,093.39	1,782,768.32	1,929,895.16	147,126.84	7.62%

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2001-City Council					
Contract Labor					
2001-5108 Legal Expenses	0.00	3,834.50	10,000.00	6,165.50	61.66%
Total Contract Labor	0.00	3,834.50	10,000.00	6,165.50	61.66%
Supplies					
2001-5201 Office Supplies	35.02	35.02	1,500.00	1,464.98	97.67%
2001-5299 Miscellaneous Supplies	0.00	0.00	500.00	500.00	100.00%
Total Supplies	35.02	35.02	2,000.00	1,964.98	98.25%
Other Expense					
2001-5307 Election Expense	0.00	0.00	3,000.00	3,000.00	100.00%
Total Other Expense	0.00	0.00	3,000.00	3,000.00	100.00%
Services					
2001-5310 Software	0.00	0.00	120.00	120.00	100.00%
2001-5322 Training/Dues	0.00	1,164.91	8,000.00	6,835.09	85.44%
2001-5323 Membership	500.00	1,351.00	1,500.00	149.00	9.93%
2001-5355 Miscellaneous Expense	0.00	655.50	0.00	(655.50)	0.00%
Total Services	500.00	3,171.41	9,620.00	6,448.59	67.03%
Total City Council	535.02	7,040.93	24,620.00	17,579.07	71.40%
2002-Administration					
Salaries & Payroll					
2002-5001 Salaries	9,230.80	48,836.57	126,000.00	77,163.43	61.24%
2002-5004 Longevity Pay	0.00	136.00	136.00	0.00	0.00%
2002-5005 TMRS	772.60	3,508.96	10,557.58	7,048.62	66.76%

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2002-5006 Health Insurance	62.00	3,859.92	10,813.32	6,953.40	64.30%
2002-5007 FICA - Payroll Taxes	706.16	3,736.02	9,649.40	5,913.38	61.28%
2002-5008 Worker's Comp	0.00	633.71	517.16	(116.55)	(22.54%)
2002-5010 Unemployment	0.00	0.00	3,780.00	3,780.00	100.00%
2002-5011 Deferred Compensation	0.00	0.00	8,000.00	8,000.00	100.00%
2002-5012 LTD, STD and Life	173.50	956.90	2,411.58	1,454.68	60.32%
Total Salaries & Payroll	10,945.06	61,668.08	171,865.04	110,196.96	64.12%
<u>Contract Labor</u>					
2002-5101 Contract Labor	640.00	2,720.00	8,400.00	5,680.00	67.62%
2002-5108 Legal Expenses	0.00	6,914.50	55,000.00	48,085.50	87.43%
2002-5111 Information Technology	640.36	2,526.44	7,265.00	4,738.56	65.22%
Total Contract Labor	1,280.36	12,160.94	70,665.00	58,504.06	82.79%
<u>Supplies</u>					
2002-5201 Office Supplies	82.16	1,714.49	2,000.00	285.51	14.28%
2002-5299 Miscellaneous Supplies	1,368.93	1,746.80	500.00	(1,246.80)	(249.36%)
Total Supplies	1,451.09	3,461.29	2,500.00	(961.29)	(38.45%)
<u>Services</u>					
2002-5310 Software	895.61	6,544.08	11,000.00	4,455.92	40.51%
2002-5315 Electric / Trash	197.08	684.30	1,700.00	1,015.70	59.75%
2002-5320 Equipment Rental	0.00	399.50	6,500.00	6,100.50	93.85%
2002-5322 Training/Dues	0.00	1,455.74	4,260.00	2,804.26	65.83%
2002-5335 Internet/Telephone	71.53	826.98	1,500.00	673.02	44.87%
2002-5340 Auditor	0.00	0.00	16,500.00	16,500.00	100.00%

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2002-5350 Professional Services	0.00	0.00	5,000.00	5,000.00	100.00%
2002-5355 Miscellaneous Expense	176.78	1,394.79	2,000.00	605.21	30.26%
2002-5360 Prop Tax Collection Fees	0.00	5,518.98	11,200.00	5,681.02	50.72%
2002-5361 Credit Card Fees	587.14	6,028.79	0.00	(6,028.79)	0.00%
2002-5375 Chapter 380	0.00	62,386.62	85,000.00	22,613.38	26.60%
2002-5380 TML Insurance	0.00	12,734.36	13,250.00	515.64	3.89%
Total Services	1,928.14	97,974.14	157,910.00	59,935.86	37.96%
Transfers					
2002-7185 Transfer Out - Special Revenue	384.34	200,384.34	0.00	(200,384.34)	0.00%
Total Transfers	384.34	200,384.34	0.00	(200,384.34)	0.00%
Total Administration	15,988.99	375,648.79	402,940.04	27,291.25	6.77%
2003-City Secretary					
Salaries & Payroll					
2003-5001 Salaries	4,708.88	25,831.85	65,637.50	39,805.65	60.64%
2003-5002 Part Time	0.00	4,019.80	20,000.00	15,980.20	79.90%
2003-5004 Longevity Pay	0.00	244.00	244.00	0.00	0.00%
2003-5005 TMRS	394.12	1,858.94	7,188.28	5,329.34	74.14%
2003-5006 Health Insurance	135.67	4,229.34	10,813.32	6,583.98	60.89%
2003-5007 FICA - Payroll Taxes	351.04	2,166.27	6,569.93	4,403.66	67.03%
2003-5008 Worker's Comp	0.00	1,261.01	352.11	(908.90)	(258.13%)
2003-5010 Unemployment	0.00	0.00	2,569.13	2,569.13	100.00%
2003-5012 LTD, STD and Life	112.98	563.86	1,266.75	702.89	55.49%
Total Salaries & Payroll	5,702.69	40,175.07	114,641.02	74,465.95	64.96%

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01 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
<u>Contract Labor</u>					
2003-5108 Legal Expenses	0.00	84.00	6,000.00	5,916.00	98.60%
Total Contract Labor	0.00	84.00	6,000.00	5,916.00	98.60%
<u>Supplies</u>					
2003-5201 Office Supplies	0.00	588.16	1,500.00	911.84	60.79%
2003-5202 Equipment	0.00	0.00	500.00	500.00	100.00%
2003-5207 Postage	0.00	66.00	400.00	334.00	83.50%
2003-5299 Miscellaneous Supplies	0.00	0.00	500.00	500.00	100.00%
Total Supplies	0.00	654.16	2,900.00	2,245.84	77.44%
<u>Services</u>					
2003-5305 Legal Notices	0.00	0.00	1,500.00	1,500.00	100.00%
2003-5310 Software	0.00	11,314.92	12,278.00	963.08	7.84%
2003-5315 Electric / Trash	197.07	684.26	2,000.00	1,315.74	65.79%
2003-5320 Equipment Rental	0.00	223.50	6,000.00	5,776.50	96.28%
2003-5322 Training/Dues	820.00	2,537.93	4,300.00	1,762.07	40.98%
2003-5323 Membership	0.00	509.00	1,260.00	751.00	59.60%
2003-5335 Internet/Telephone	71.53	286.12	1,000.00	713.88	71.39%
2003-5355 Miscellaneous Expense	145.75	145.75	0.00	(145.75)	0.00%
Total Services	1,234.35	15,701.48	28,338.00	12,636.52	44.59%
Total City Secretary	6,937.04	56,614.71	151,879.02	95,264.31	62.72%
<u>2007-Municipal Court</u>					
<u>Salaries & Payroll</u>					
2007-5001 Salaries	8,459.69	39,096.85	105,125.52	66,028.67	62.81%

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2007-5002 Part Time	0.00	5,304.23	0.00	(5,304.23)	0.00%
2007-5003 Overtime	15.76	704.63	1,500.00	795.37	53.02%
2007-5004 Longevity Pay	0.00	136.00	236.00	100.00	42.37%
2007-5005 TMRS	709.41	2,890.08	8,818.76	5,928.68	67.23%
2007-5006 Health Insurance	124.00	5,814.61	21,626.64	15,812.03	73.11%
2007-5007 FICA - Payroll Taxes	639.21	3,471.62	8,060.16	4,588.54	56.93%
2007-5008 Worker's Comp	0.00	1,262.51	431.98	(830.53)	(192.26%)
2007-5010 Unemployment	0.00	0.00	3,153.77	3,153.77	100.00%
2007-5012 LTD, STD and Life	147.93	704.87	2,032.87	1,328.00	65.33%
Total Salaries & Payroll	10,096.00	59,385.40	150,985.70	91,600.30	60.67%
<u>Contract Labor</u>					
2007-5106 Municipal Judge	600.00	2,400.00	9,600.00	7,200.00	75.00%
2007-5108 Legal Expenses	500.00	3,088.00	10,800.00	7,712.00	71.41%
2007-5115 Boyd Court	0.00	0.00	1,500.00	1,500.00	100.00%
Total Contract Labor	1,100.00	5,488.00	21,900.00	16,412.00	74.94%
<u>Supplies</u>					
2007-5201 Office Supplies	26.99	1,384.25	2,500.00	1,115.75	44.63%
2007-5202 Equipment	0.00	901.45	0.00	(901.45)	0.00%
2007-5207 Postage	0.00	521.67	1,000.00	478.33	47.83%
2007-5222 Signs	0.00	171.67	0.00	(171.67)	0.00%
2007-5299 Miscellaneous Supplies	0.00	0.00	500.00	500.00	100.00%
Total Supplies	26.99	2,979.04	4,000.00	1,020.96	25.52%
<u>Services</u>					

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01 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
2007-5310 Software	21.64	7,711.64	5,513.00	(2,198.64)	(39.88%)
2007-5315 Electric / Trash	197.07	684.27	2,000.00	1,315.73	65.79%
2007-5320 Equipment Rental	0.00	223.50	6,000.00	5,776.50	96.28%
2007-5322 Training/Dues	140.62	1,149.06	4,215.00	3,065.94	72.74%
2007-5323 Membership	0.00	499.00	1,000.00	501.00	50.10%
2007-5335 Internet/Telephone	71.53	286.12	1,000.00	713.88	71.39%
2007-5350 Professional Services	292.20	440.10	3,000.00	2,559.90	85.33%
2007-5355 Miscellaneous Expense	145.75	16,024.68	25,000.00	8,975.32	35.90%
Total Services	868.81	27,018.37	47,728.00	20,709.63	43.39%
Transfers					
2007-7185 Transfer Out - Special Revenue	0.00	2,115.21	0.00	(2,115.21)	0.00%
Total Transfers	0.00	2,115.21	0.00	(2,115.21)	0.00%
Total Municipal Court	12,091.80	96,986.02	224,613.70	127,627.68	56.82%
<u>2008-Planning & Development</u>					
Contract Labor					
2008-5105 Building Inspector	9,440.63	93,443.25	260,000.00	166,556.75	64.06%
2008-5109 City Engineer	1,462.30	8,712.42	25,000.00	16,287.58	65.15%
2008-5110 City Planner	0.00	3,056.82	35,000.00	31,943.18	91.27%
Total Contract Labor	10,902.93	105,212.49	320,000.00	214,787.51	67.12%
Supplies					
2008-5201 Office Supplies	0.00	0.00	500.00	500.00	100.00%
Total Supplies	0.00	0.00	500.00	500.00	100.00%
Services					

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01 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
2008-5305 Legal Notices	0.00	0.00	500.00	500.00	100.00%
2008-5310 Software	0.00	5,375.00	4,250.00	(1,125.00)	(26.47%)
2008-5350 Professional Services	0.00	0.00	10,000.00	10,000.00	100.00%
Total Services	0.00	5,375.00	14,750.00	9,375.00	63.56%
<u>Transfers</u>					
2008-7185 Transfer Out - Special Revenue	0.00	76,249.89	0.00	(76,249.89)	0.00%
Total Transfers	0.00	76,249.89	0.00	(76,249.89)	0.00%
Total Planning & Development	10,902.93	186,837.38	335,250.00	148,412.62	44.27%
2009-Public Works					
<u>Salaries & Payroll</u>					
2009-5001 Salaries	5,980.97	44,071.29	153,262.72	109,191.43	71.24%
2009-5002 Part Time	3,227.94	17,208.92	40,425.00	23,216.08	57.43%
2009-5003 Overtime	0.00	888.54	5,000.00	4,111.46	82.23%
2009-5004 Longevity Pay	0.00	272.00	272.00	0.00	0.00%
2009-5005 TMRS	500.62	3,176.25	16,652.93	13,476.68	80.93%
2009-5006 Health Insurance	124.00	7,721.43	32,439.96	24,718.53	76.20%
2009-5007 FICA - Payroll Taxes	696.87	4,688.33	15,220.42	10,532.09	69.20%
2009-5008 Worker's Comp	0.00	3,144.41	11,823.78	8,679.37	73.41%
2009-5010 Unemployment	0.00	0.00	5,810.63	5,810.63	100.00%
2009-5012 LTD, STD and Life	94.04	519.88	2,963.16	2,443.28	82.46%
Total Salaries & Payroll	10,624.44	81,691.05	283,870.60	202,179.55	71.22%
<u>Contract Labor</u>					
2009-5102 Public Infrastructure	0.00	225.00	0.00	(225.00)	0.00%

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01 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
Total Contract Labor	0.00	225.00	0.00	(225.00)	0.00%
<u>Supplies</u>					
2009-5201 Office Supplies	0.00	756.98	1,000.00	243.02	24.30%
2009-5202 Equipment	269.22	3,128.80	5,500.00	2,371.20	43.11%
2009-5203 Uniforms	0.00	400.30	3,500.00	3,099.70	88.56%
2009-5222 Signs	1,781.55	1,877.43	6,000.00	4,122.57	68.71%
2009-5299 Miscellaneous Supplies	162.40	949.77	3,500.00	2,550.23	72.86%
Total Supplies	2,213.17	7,113.28	19,500.00	12,386.72	63.52%
<u>Services</u>					
2009-5301 Fuel	792.26	3,888.46	11,000.00	7,111.54	64.65%
2009-5302 Tractor/ Truck Repairs	157.50	5,918.22	7,000.00	1,081.78	15.45%
2009-5303 Tolls	0.00	6.65	200.00	193.35	96.68%
2009-5305 Legal Notices	0.00	158.25	175.00	16.75	9.57%
2009-5310 Software	0.00	6,946.11	125.00	(6,821.11)	(5456.89%)
2009-5315 Electric / Trash	1,381.37	4,722.55	10,500.00	5,777.45	55.02%
2009-5320 Equipment Rental	0.00	223.50	9,200.00	8,976.50	97.57%
2009-5322 Training/Dues	75.00	997.36	5,000.00	4,002.64	80.05%
2009-5335 Internet/Telephone	0.00	0.00	360.00	360.00	100.00%
2009-5345 Street Lights	245.27	2,412.89	6,000.00	3,587.11	59.79%
2009-5355 Miscellaneous Expense	169.70	189.68	0.00	(189.68)	0.00%
2009-5385 Building Repairs	2,772.68	6,322.67	13,000.00	6,677.33	51.36%
2009-5395 Road Maintenance	0.00	13,085.78	40,000.00	26,914.22	67.29%
Total Services	5,593.78	44,872.12	102,560.00	57,687.88	56.25%

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01 - General Fund Department Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining
<u>Capital Outlay</u>					
2009-6010 Vehicles - Capital	0.00	72,520.00	85,000.00	12,480.00	14.68%
2009-6020 Equipment - Capital	0.00	492.50	0.00	(492.50)	0.00%
2009-6030 Buildings - Capital	232.12	3,582.12	54,800.00	51,217.88	93.46%
2009-7010 Principal	0.00	28,409.85	28,004.28	(405.57)	(1.45%)
2009-7020 Interest	0.00	6,722.46	7,214.36	491.90	6.82%
Total Capital Outlay	<u>232.12</u>	<u>111,726.93</u>	<u>175,018.64</u>	<u>63,291.71</u>	<u>36.16%</u>
Total Public Works	<u>18,663.51</u>	<u>245,628.38</u>	<u>580,949.24</u>	<u>335,320.86</u>	<u>57.72%</u>
<u>2010-Code Enforcement</u>					
<u>Contract Labor</u>					
2010-5103 Septic Inspector	0.00	0.00	2,500.00	2,500.00	100.00%
2010-5104 Animal Control	130.00	230.00	700.00	470.00	67.14%
2010-5108 Legal Expenses	0.00	105.00	1,000.00	895.00	89.50%
2010-5112 Abatement	0.00	0.00	2,000.00	2,000.00	100.00%
Total Contract Labor	<u>130.00</u>	<u>335.00</u>	<u>6,200.00</u>	<u>5,865.00</u>	<u>94.60%</u>
<u>Supplies</u>					
2010-5201 Office Supplies	0.00	0.00	500.00	500.00	100.00%
2010-5207 Postage	0.00	0.00	500.00	500.00	100.00%
2010-5299 Miscellaneous Supplies	0.00	241.04	200.00	(41.04)	(20.52%)
Total Supplies	<u>0.00</u>	<u>241.04</u>	<u>1,200.00</u>	<u>958.96</u>	<u>79.91%</u>
<u>Services</u>					
2010-5300 KNFB	0.00	34.16	5,000.00	4,965.84	99.32%
2010-5310 Software	0.00	2,500.00	2,100.00	(400.00)	(19.05%)

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2010-5322 Training/Dues	0.00	0.00	1,875.00	1,875.00	100.00%
2010-5323 Membership	0.00	0.00	200.00	200.00	100.00%
2010-5350 Professional Services	0.00	0.00	12,000.00	12,000.00	100.00%
2010-5390 Cleanup Days	0.00	344.00	2,700.00	2,356.00	87.26%
Total Services	0.00	2,878.16	23,875.00	20,996.84	87.94%
Total Code Enforcement	130.00	3,454.20	31,275.00	27,820.80	88.96%
2011-Public Safety					
<u>Contract Labor</u>					
2011-5101 Contract Labor	6,150.00	30,750.00	73,800.00	43,050.00	58.33%
2011-5107 Contract Deputies	0.00	333.83	12,000.00	11,666.17	97.22%
2011-5116 Boyd Law Enforcement	25,540.80	25,540.80	70,000.00	44,459.20	63.51%
Total Contract Labor	31,690.80	56,624.63	155,800.00	99,175.37	63.66%
<u>Services</u>					
2011-5310 Software	0.00	0.00	2,049.00	2,049.00	100.00%
2011-5385 Building Repairs	0.00	0.00	2,500.00	2,500.00	100.00%
Total Services	0.00	0.00	4,549.00	4,549.00	100.00%
<u>Capital Outlay</u>					
2011-6030 Buildings - Capital	0.00	8,009.17	16,500.00	8,490.83	51.46%
Total Capital Outlay	0.00	8,009.17	16,500.00	8,490.83	51.46%
Total Public Safety	31,690.80	64,633.80	176,849.00	112,215.20	63.45%
2013-Parks & Recreation					
<u>Supplies</u>					
2013-5201 Office Supplies	0.00	0.00	250.00	250.00	100.00%

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2013-5202 Equipment	0.00	238.58	1,000.00	761.42	76.14%
2013-5299 Miscellaneous Supplies	0.00	83.57	0.00	(83.57)	0.00%
Total Supplies	0.00	322.15	1,250.00	927.85	74.23%
<u>Services</u>					
2013-5304 Special Events	176.57	12,851.16	7,000.00	(5,851.16)	(83.59%)
2013-5320 Equipment Rental	0.00	198.04	3,500.00	3,301.96	94.34%
2013-5322 Training/Dues	0.00	31.91	2,815.00	2,783.09	98.87%
2013-5323 Membership	0.00	0.00	500.00	500.00	100.00%
2013-5350 Professional Services	0.00	0.00	20,000.00	20,000.00	100.00%
2013-5355 Miscellaneous Expense	0.00	63.44	4,000.00	3,936.56	98.41%
2013-5385 Building Repairs	0.00	0.00	4,500.00	4,500.00	100.00%
Total Services	176.57	13,144.55	42,315.00	29,170.45	68.94%
2013-5316 Water	0.00	333.04	600.00	266.96	44.49%
Total	0.00	333.04	600.00	266.96	44.49%
<u>Capital Outlay</u>					
2013-6020 Equipment - Capital	0.00	0.00	7,300.00	7,300.00	100.00%
Total Capital Outlay	0.00	0.00	7,300.00	7,300.00	100.00%
Total Parks & Recreation	176.57	13,799.74	51,465.00	37,665.26	73.19%
Total Expense	97,116.66	1,050,643.95	1,979,841.00	929,197.05	46.93%



AGENDA ITEM: 7A

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

May 20, 2024

Pioneer Road Reconstruction

DESCRIPTION:

Receive, consider, and act on moving forward with partial reconstruction of Pioneer Road at FM 407 per the anticipated issuance of the Texas Department of Transportation permit.

BACKGROUND INFORMATION:

In late 2019, the City Council asked Pacheco Koch to do an assessment on the north and south portions of Pioneer Roadway and present their findings on what will be needed to pave the roadway and what an estimate of costs would be.

In December 2020, the City entered into an agreement with Pacheco Koch for the surveying and engineering of the north and south portions of Pioneer Road that was assessed the previous year. The City executed an agreement with the developer of Fairview Meadows (Lackland Holdings) would be responsible for reimbursing the city for all fees accrued for the design of Pioneer Road.

In February 2021, Pacheco Koch submitted their plans of the connection to FM 407 to the Texas Department of Transportation (TxDOT) in order to obtain a driveway access permit for construction within TxDOT Rights-of-way (ROW).

In June 2021, Pioneer Road plans and bid documents were completed.

During the last three (3) years city staff and Pacheco Koch have had numerous meetings with franchise utility companies to relocate their utilities, Lackland on their requirements to help fund construction, and permitting with TxDOT. Franchise Utilities are finalizing their design, and they should be submitted to the City for the scheduling of any necessary relocation. Lackland and the City have discussed the funding for this project and Lackland is agreeable to placing half of the impact fees that will be owed for homes in Fairview Meadows North into an Escrow Account to go towards the City's portion of the project cost.

TxDOT approved the permit on May 3, 2024, and the permit is good for only six (6) months from the date of issuance to complete the project. Staff would like to move forward with bidding the project so

that the City Council will award a contract and have this project completed before the TxDOT permit expires.

FINANCIAL CONSIDERATION:

There are 2023 Certificate of Obligation Bond funds available in the Capital Improvement Projects Fund due to savings from the Chisholm Hills Phase II road and drainage projects. It is currently estimated that the TxDOT ROW work and approximately three hundred feet into Pioneer Road will cost \$120,000.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** with the moving forward with bidding out the reconstruction of Pioneer Road at FM 407 per the issuance of the Texas Department of Transportation permit.

ATTACHMENT(S):

1. Presentation

NEW FAIRVIEW PIONEER ROAD CONSTRUCTION

MAY 6TH, 2024

Westwood

PIONEER ROAD LIMITS

- Approximately 2 miles of unpaved roadway from a culvert crossing on the south end, to FM 407 on the north
- 5 Culvert crossings are located in the project limits



TIMELINE OF PIONEER ROAD

- Late 2019: City Council asked Pacheco Koch to perform an assessment on Pioneer Road and to present a report at a council meeting on 11/04/2019 about Pioneer Road Reconstruction
- December 2020: City and Pacheco Koch entered into an agreement for surveying and engineering of Pioneer Road
- February 2021: TxDOT Permit was applied for to connect new pavement to FM 407
- June 2021: Final plans and bid documents were finished
- Over the course of the last 3 years staff and Pacheco Koch (Now Westwood) have held meetings with Franchise Utility Companies, Lackland Holdings, and TxDOT to continue efforts to get Pioneer Road Reconstructed

TxDOT PERMITTING

- Texas Department of Transportation (TxDOT) reserves the right to approve any improvements of roads or drainage within their ROW
- Permits are needed to be pulled for these improvements and are reviewed by their engineers before a permit is awarded
- Construction Plans
- Traffic Impact Analysis
- Designed to TxDOT Standards
- Inspection
- Once awarded permits are only good for a period of time before they expire



CONSTRUCTION

- With an expiration date on the TxDOT permit, the new connection needs to begin within the timeframe allowed
- City staff and engineer propose to build connection with Pioneer Road first
- Remainder of Pioneer Road will be constructed at a later time due the city not having appropriate funds
- Lackland Holdings is planning to fund their portion of Pioneer Road that is adjacent to the Fairview Meadows development (per original development agreement) as well as front a portion of their roadway impact fees, they will be required to pay with the Fairview Meadows North development, to line up the remainder of construction with first phase in the north development



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

May 20, 2024

Third Amendment to Fairview Meadows Development Agreement for Fairview Meadows North

DESCRIPTION:

Receive, consider, and act on matters involving Fairview Meadows

- a. Receive, consider, and act on the Third Amendment to the Development Agreement for Fairview Meadows.
- b. Receive, consider, and act on the Agreement for Construction, Funding, and Escrow of Funds for Pioneer Road.

BACKGROUND INFORMATION:

On December 3, 2018, the City Council passed a Development Agreement with Don Allen, Secretary with Lackland Fairview, LLC for the Fairview Meadows Development, under Sec. 212.172 of the Texas Local Government Code. Fairview Meadows is a 634-acre single family residential development with a projected build out of 550 homes over five (5) phases. The development is located outside the city limits but is inside the city's extraterritorial jurisdiction (ETJ). In the Development Agreement, the developer agreed to comply with the City's subdivision regulations and allow the City to perform inspections and issue building permits just as if the development were located within the city. This is a common practice when a developer wants to get the City's consent to the creation of a district in the ETJ to fund the construction of public infrastructure.

The Fairview Meadows developer successfully created the New Fairview Municipal Utility District #1, through the Texas Legislature under Chapter 7987, Special District Local Laws Code. The City adopted a Resolution (2017-R002-085) consenting to the creation of the District and inclusion of the property in the District. No part of the property is located within a water or wastewater certificate of convenience and necessity (CCN), so the developer is providing the water and wastewater service. The design and construction of the water and wastewater infrastructure are to the City's requirements and covered in Article V of the Development Agreement. The design and construction of the roads are also to the City's requirements and

are covered in Article VI of the Agreement. Section 6.02 of this Article addresses the paving of Pioneer Road, by the developer along the eastern boundary of the property to the City's collector street standards. The developer is not obligated to pave or make any other improvements to the east/west portion of Pioneer Road, including Pioneer road on the southern boundary of the property.

There was a council discussion on Oct. 12, 2020 regarding extending the MUD boundaries by approximately 313 acres inside the city limits. On November 2, 2020, the City Council did extend the MUD boundaries into the city limits (Resolution 202011-040137). The developer wants to talk with the City Council about the proposed development for the 313 acres that they have identified as "Fairview Meadows North." An amendment to the existing development agreement will be required to address the fact that this section of the development is within the city limits and all city ordinances and regulations will apply. The City can also negotiate some additional amenities, such as a city park and walking trails for this development.

On December 14, 2020, the City entered into an agreement with Pacheco Koch to complete the survey, engineering, and design of pioneer road from FM 407 heading south for approximately 10,500 linear feet and ending at the paved section of Pioneer Road, traveling east and west. Pacheco Koch the construction plans for Pioneer Road in June 2021 for an estimated cost of \$4,636,646.50. The City is responsible for approximately \$2,110,886 of this road reconstruction cost. The developer has been talking with the City on the reconstruction of Pioneer Road and the options to pay for the reconstruction.

The Annexation of the property is addressed in Article IX "Annexation." The City has guaranteed that the property will not be annexed into the city during the term of the agreement. The Exception is in Section 9.02 "Full Purpose Annexation." The City has the right to annex the property upon the earlier of (a) twenty (20) years from the effective date, or (b) the date that construction of Public Infrastructure to serve 100% of the property is completed and bonds have been issued by the developer for reimbursement of all eligible costs relating to the public infrastructure. Section 9.08 "Debt/Contracts" states that the developer shall not issue any bonds, notes, time warrants, or other obligations with a term greater than 30 years from their date of initial issuance. Also, the developer shall not issue obligations to fund or reimburse the cost of constructing public infrastructure for the property in excess of Forty Million Dollars (\$40,000,000.00). The developer shall give notice to the City of its intent to issue bonds and the material elements of a proposed issuance of obligations, including the amount and the length of the debt obligation, prior to issuance of the obligations.

On October 2, 2023, and February 19, 2024, the Fairview Meadows developer had a work session discussion with the City Council on the plans for the development of Fairview Meadows North. There was a discussion about the layout of the development, and the construction and dedication of a park and greenspace to the City. There was also discussion about the need for the developer to raise the bond limit for the construction of public infrastructure from \$40,000,000 to \$90,000,000. There was also discussion on increasing the density of Fairview

Meadows North from 228 lots to 364 lots but keeping the same width of the lots and size homes as in the other phases of Fairview Meadows.

There was also discussion about various funding options being explored to pay for the reconstruction of Pioneer Road. The developer is willing to put into escrow half of the amount of the Transportation Impact Fees that would be owed as part of the Fairview Meadows North section of the development. This can be used to pay for the City's portion of the reconstruction cost for Pioneer Road. The developer is also willing to construct a playground, walking trail, and parking lot and dedicate over 37 acres of land for park use and turn ownership over to the city.

Staff is bringing forward the Third Amendment to the Development Agreement for Fairview Meadows for the Fairview Meadows North section, and an Agreement for Construction, Funding, and Escrow of Funds for Pioneer Road.

FINANCIAL CONSIDERATION:

The Agreement states that the developer will build a park consisting of a playground, parking lot and trail system and donate it to the city along with over 37 acres. The developer also agrees to escrow fifty percent (50%) of the Transportation Impact Fees that would be owed for this development, which is approximately \$695,183.58, to go towards the City's reconstruction cost of Pioneer Road. Also, since the 313 acres of this development are located inside the city limits, property taxes and all permit fees will all go to the City.

RECOMMENDED MOTIONS:

I make a motion to **Approve/Deny** the Third Amendment to the Development Agreement for Fairview Meadows in final form as approved by the City Attorney.

I make a motion to **Approve/Deny** the Agreement for Construction, Funding, and Escrow of Funds for Pioneer Road in final form as approved by the City Attorney.

ATTACHMENT(S):

1. Third Amendment to Development Agreement for Fairview Meadows
2. Agreement for Construction, Funding, and Escrow of Funds for Pioneer Road

**THIRD AMENDMENT TO DEVELOPMENT AGREEMENT
FOR FAIRVIEW MEADOWS**

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT FOR FAIRVIEW MEADOWS (**“Third Amendment”**) is entered into as of _____, 2024, by and between **Lackland Fairview, LLC**, a Texas limited liability company (**“Lackland Fairview”**), **FFILP Land Holdings, LLC**, a Texas Limited Liability Company (**“FFILP Land Holdings”**) and Lackland Fairview are collectively referred to as the **“Owner”**, **New Fairview Municipal Utility District No. 1** (the **“District”**), and the **City of New Fairview, Texas** (the **“City”**). The Owner, District, and City may each be referred to individually as a **“Party”** or collectively as **“Parties.”**

RECITALS

WHEREAS, Owner, the District, and the City previously entered into the Development Agreement for Fairview Meadows dated February 25, 2019 (the **“Original Agreement”**), establishing the rules and regulations for the development of approximately 634.507 acres in the City’s extraterritorial jurisdiction described in **Exhibit B** to the Original Agreement (the **“ETJ Property”**), as amended by the First Amendment to Development Agreement for Fairview Meadows (the **“First Amendment”**) and the Second Amendment to Development Agreement for Fairview Meadows (the **“Second Amendment”**) and, collectively with the Original Agreement and the First Amendment, the **“Development Agreement”**); and

WHEREAS, the City, by Resolution No. 202011-03-137, consented to the addition of approximately 313.763 acres of land located wholly within the corporate limits of the City into the District (the **“In-City Property”**); and

WHEREAS, the District, by an Order Adding Land and Redefining Boundaries dated January 5, 2021, annexed the In-City Property into the boundaries of the District; and

WHEREAS, FFILP Land Holdings is the owner of the In-City Property and intends to be bound by the terms of the Development Agreement, as amended by this Third Amendment, and Lackland Fairview, the City, and the District intend to add FFILP Land Holdings as a Party to the Development Agreement, as amended by this Third Amendment; and

WHEREAS, the District now encompasses approximately 948.270 acres of land located partially within the extraterritorial jurisdiction of the City and partially within the corporate limits of the City; and

WHEREAS, the Parties now desire to amend the Development Agreement for the purposes set forth in this Third Amendment; and

WHEREAS, all capitalized terms used in this Third Amendment that are not defined herein shall have the same meanings given to them in the Development Agreement, unless otherwise expressly provided in this Third Amendment.

NOW, THEREFORE, and for and in consideration of the mutual covenants of the Owner, District, and City set forth in this Third Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, District, and City, hereby agree as follows:

AGREEMENT

Section 1.

Lackland Fairview, the City, and the District hereby agree to add FFILP Land Holdings as a Party to the Development Agreement, as amended by this Third Amendment. FFILP Land Holdings hereby agrees to be bound by the terms of the Development Agreement, as amended by this Third Amendment.

Section 2.

Owner, the City, and the District hereby agree that the First Amendment and Second Amendment attached hereto as **Exhibit L-1** and **Exhibit L-2** respectively, and all rights, obligations, title and interest described in the First Amendment and Second Amendment are valid and binding on the Parties and their successors and assigns, are benefits and burdens to the Property and touch and concern the Property, are intended to be covenants running with the Property, and are a part of the Development Agreement for all purposes, as amended by this Third Amendment.

Section 3.

Article II of the Development Agreement is hereby amended by adding the definitions "ETJ Property," "In-City Property," and "Parkland" and replacing the definitions "Drainage Regulations," "Owner," "Property," and "Road Standards" in their entirety to read as follows:

"**Drainage Regulations**" means the drainage provisions in the Development Rules and Regulations of Wise County, Texas dated June 2019 attached hereto as **Exhibit F**.

"**ETJ Property**" means that approximately 634.507 acres of land located wholly within the extraterritorial jurisdiction of the City as detailed in **Exhibit A** and **Exhibit B** attached hereto.

"**In-City Property**" means that approximately 313.763 acres of land located wholly within the corporate limits of the City as detailed in **Exhibit J** and **Exhibit K**.

"**Owner**" means Lackland Fairview, LLC, a Texas limited liability company, and FFILP Land Holdings, LLC, a Texas limited liability company, their respective successors and their respective Assignees permitted by this Agreement, but does not include Lot Owners.

"**Parkland**" means lots 73X and 20X on the Preliminary Plat for Fairview Meadows North attached hereto at **Exhibit M**.

"**Property**" means that approximately 948.270 acres of land comprised of the ETJ Property and In-City Property and located within the boundaries of the District.

“Road Standards” means the roadway provisions in the Development Rules and Regulations of Wise County, Texas dated June 2019 attached hereto as Exhibit F.

Section 4.

Article III of the Development Agreement is hereby amended by replacing Section 3.02, 3.05(a), and 3.05(b) and adding Section 3.02(s), 3.02(t), and 3.11 as follows:

3.02 Land Use and Development Regulations. Owner may construct single-family dwellings, together with accessory uses incidental to single-family dwellings, including, without limitation, swimming pools, gazebos, detached garages, storage sheds, greenhouses, playground equipment, and comparable structures, in accordance with the following development standards:

(s) Notwithstanding the Governing Regulations or any other provision of this Development Agreement to the contrary, Owner’s development of the In-City Property shall be in accordance with the following development standards:

- (1) Minimum lot size, including easements and floodplain, shall be 19,200 square feet;
- (2) Minimum front yard setback for each lot shall be 35 feet from the front property line;
- (3) Minimum side yard setback shall be 10 feet and minimum side yard setback adjacent to a street shall be 20 feet;
- (4) A site plan shall not be required for the In-City Property or required to be attached to any ordinance adopted by the City Council pursuant to Section 3.02(t).

(t) The City Council shall consider, with its full legislative discretion, zoning the In-City Property consistent with the applicable provisions of this Agreement, including Section 3.02(s) of this Agreement, and Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this Agreement, including Section 3.02(s) of this Agreement.

3.05 Concept Plan Revisions.

(a) Owner may revise the Concept Plan attached hereto as Exhibit C, from time to time, expressly including modifying street alignments and locations of green space and detention areas, provided the following conditions are met:

- (1) The proposed revision is approved, in writing, by the owners of all the portion of the Property subject to the revision;
- (2) The proposed revision is approved by the City’s staff;

- (3) The proposed revision contains the following notes regarding the flood study:
- (i) Minimum finished floor for floodplain lots will be 2' above 100 year floodplain elevation;
 - (ii) A flood study will be performed to establish 100 year floodplain limits and water surface elevation based on proposed reclamation; and
 - (iii) The proposed 100-year floodplain limits will be within floodplain/drainage easements; and
- (4) The revised Concept Plan complies with the Governing Regulations set out in Section 3.01.

(b) A revision of the Concept Plan made pursuant to Section 3.05(a) shall take the place of any prior Concept Plan and shall be attached to this Agreement as **Exhibit C** in place of the prior Concept Plan. Upon the replacement of **Exhibit C** with a revised Concept Plan, this Agreement shall be recorded in the real property records of the County. A revision to the Concept Plan may be submitted at the same time as a preliminary plat.

3.11 **Parkland Dedication.** Owner shall dedicate the Parkland to the City to be owned and maintained by the City for utilization as open space and a public park site. Owner shall construct a parking lot area and walking trails within the Parkland, however, after completion of the parking lot and walking trails, neither Owner nor the District shall have any obligation to maintain the Parkland, and the City shall not seek monetary compensation from Owner or the District for maintenance of the Parkland. Notwithstanding the Governing Regulations or any other City adopted or City enforced code, ordinance, rule, regulation or other requirement to the contrary, the Parties agree that when a flood study is conducted on the Parkland: (i) if at least ten (10) acres of the Parkland are outside of the 100-year floodplain, the City shall not seek monetary compensation, additional improvements to be constructed on the Parkland outside of those expressly discussed in this section 3.11, or additional parkland to be dedicated to the City by Owner or the District; or (ii) if less than ten (10) acres of the Parkland are outside of the 100-year floodplain, Owner shall, at Owner's sole discretion, either: (a) pay a fee to the City equal to the fair market value of one (1) acre of land, said fee being derived from the average value of three separate, unimproved one-acre parcels of land that are deemed to be comparable to the land within the Parkland within reasonable proximity to the Parkland, and multiplying said fee by the acreage of the Parkland that brings the number of acres within the Parkland that is outside the 100-year floodplain to ten (10) total acres; or (b) constructing an amenity that is mutually agreeable to Owner and approved by City Council, such as a retention pond. Owner's payment of the fee described in this Section 3.11 or construction of the mutually agreeable amenity shall satisfy all obligations of Owner related to the Parkland dedication, subject to the conditions set forth in this Section 3.11.

Section 5.

Article V of the Development Agreement is hereby amended by replacing Sections 5.03 and 5.04 to read as follows:

5.03 Construction of Water and Wastewater Infrastructure. The District or Owner will construct water and wastewater infrastructure to serve the Property. All water and wastewater infrastructure shall be constructed in compliance with the Governing Regulations. The design and construction of the water and wastewater infrastructure to serve the Property is subject to the City's jurisdiction and inspection under Section 4.01 and the approval requirements of Section 4.03. The City's right to inspect and approve plans and to inspect the construction of the water and wastewater infrastructure shall continue throughout the Term of this Agreement. Owner shall provide the City with a complete set(s) of any and all engineered plans and final as-built drawings for the water and wastewater infrastructure to serve the Property. Owner and/or the system operator shall provide the City Engineer with copies of all TCEQ applications, permits, and inspection reports related to the water and wastewater infrastructure throughout the Term of this Agreement and any extensions. The District shall employ or contract for a person with a Class C operator license to provide oversight of the components of the wastewater system throughout the Term of this Agreement and any extensions. Owner and/or the District shall immediately notify the City of any package plant failures which may cause risk to the environment or adjacent residences. No industrial or commercial users shall be permitted on the wastewater system to serve the Property without the written consent of the City. The District or Owner will construct water and wastewater infrastructure in accordance with the following standards:

(a) All water lines shall be a minimum of six (6") inches in diameter. All water lines shall be looped where feasible. Dead end lines shall have an automatic flushing valve and shall not exceed one thousand five hundred (1,500) feet, unless otherwise approved by the reviewing agency.

5.04 Drainage Improvements. Owner or the District shall construct all required drainage infrastructure in compliance with the Drainage Regulations, including applicable storm water compliance regulations, subject to the following conditions that the Parties agree expressly supersede any conflicting provisions contained in the Drainage Regulations:

(a) Generally, channel velocities shall not exceed the maximum permissible velocity of eight (8) feet per second unless otherwise approved by the reviewing agency.

(b) The maximum time of concentration for single family residential land use shall be 25 minutes.

Section 6.

Article VI of the Development Agreement is hereby amended by replacing Sections 6.01, 6.02, and 6.03 to read as follows:

6.01 Construction of Residential Streets. The design and construction of the streets to be constructed within the boundaries of the Property (the "Residential Streets") are subject to the City's jurisdiction and inspection under Section 4.01 and the approval requirements of Section 4.03. The City's right to inspect and accept plans and to inspect the construction and maintenance of the Residential Streets shall continue throughout the Term of this Agreement. The Residential Streets shall be designated as collector or residential streets on the Concept Plan. Owner shall provide the City with a complete set(s) of any and all engineered plans and final as-built drawings for the Residential Streets. Paving shall not commence until the plans and specifications have been reviewed and approved by the City and the applicable Plan Review Fees have been paid, which approval shall not be unreasonably delayed or denied. Site grading may commence in accordance with the terms of Section 4.06 of this Agreement. Owner or the District shall construct the Residential Streets in accordance with the Road Standards, subject to the following conditions that the Parties agree expressly supersede any conflicting provisions contained in the Road Standards:

(a) A road ending permanently in a cul-de-sac shall not serve more than 30 lots and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least one hundred (100) feet, and a road property line diameter of at least one hundred twenty (120) feet.

6.02 Paving of Pioneer Road.

(a) The District shall pave, or Owner shall cause New Fairview 634, LLC, a Texas limited liability company, ("New Fairview 634") to pave, the currently unpaved portion of Pioneer Road along the eastern boundary of the Property in accordance with the terms of the Agreement for Construction, Funding, and Escrow of Funds for Pioneer Road attached hereto as Exhibit N (the "Escrow Agreement"). Simultaneously with the approval of this Third Amendment, the City shall approve the Escrow Agreement, and Owner shall cause New Fairview 634 to approve and execute the Escrow Agreement. Owner agrees to cause New Fairview 634, or New Fairview 634's assignee pursuant to the Escrow Agreement, to pre-pay to the City the roadway impact fees assessed by the City in the amount of \$3,819.69 per Residential Lot within the In-City Property for the first 182 Residential Lots within the In-City Property (for a total amount equal to \$695,183.58) in order to partially fund the costs of Pioneer Road pursuant to the terms of the Escrow Agreement. Thereafter, beginning with the 183rd Residential Lot within the In-City Property, the City shall assess and collect roadway impact fees in the amount of \$3,819.69 per Residential Lot within the In-City property at the time Owner, or an affiliated entity of Owner, requests a building permit for the construction of a residential home on each Residential Lot, subject to any provisions contained in the Escrow Agreement allowing for additional impact fee credits attributable to Residential Lots after the 182nd Residential Lot within the In-City Property.

(b) Owner and the District shall have no obligations to pave or to make any other improvements to the east-west portion of Pioneer Road on the southern boundary of the Property.

(c) The City shall be solely responsible for funding and constructing that certain portion of Pioneer Road consisting of approximately three hundred (300) feet, as more particularly described in Exhibit O attached hereto (the "City's Road Improvements"). The City shall complete the City's Road Improvements prior to the final acceptance of Public Infrastructure within the first phase of development of the In-City Property. The City shall not seek monetary compensation from Owner or the District for the cost of the City's Road Improvements.

6.03 Streetlights. Owner or the District shall install street lights at all entries to the Property from Pioneer Road, in accordance with City standards set out in the TCSS Manual, except that street lights shall be placed at a maximum interval of every one thousand (1,000) feet.

Section 7.

Article IX of the Development Agreement is hereby amended by replacing Sections 9.01, 9.02, 9.03, 9.04, 9.06, 9.07, and 9.08 to read as follows:

9.01 Immunity from Full Purpose Annexation. The City guarantees continuation of the extraterritorial jurisdiction status of the ETJ Property and immunity from annexation for the ETJ Property, except as provided in Section 9.02.

9.02 Full Purpose Annexation. The City shall have the right, but not the obligation, to annex the ETJ Property for full purposes upon the earlier to occur of: (a) twenty (20) years from the Effective Date; or (b) the date that construction of Public Infrastructure to serve 100% of the ETJ Property is complete and bonds have been issued by the District for reimbursement of all eligible costs relating to the Public Infrastructure. If the ETJ Property is annexed earlier than twenty (20) years from the Effective Date, the City shall not prevent Owner from using the ETJ Property during the term of this Agreement (or thereafter pursuant to any vested rights Owner may then have) in a manner consistent with the Governing Regulations. The City's right to annex the ETJ Property and the Owner's petition for annexation in accordance with the terms of this Agreement is a material consideration, element, and term of this Agreement that the City is relying upon in approving, entering into, and proceeding with this Agreement.

9.03. Petition for Annexation. OWNER AND ALL FUTURE OWNERS OF ALL OR ANY PORTION OF THE ETJ PROPERTY HEREBY REQUEST AND CONSENT TO THE FULL PURPOSE ANNEXATION OF THE ETJ PROPERTY INTO THE CORPORATE LIMITS OF THE CITY, PURSUANT TO SECTION 43.0671, TEXAS LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND HEREBY WAIVE ALL OBJECTIONS AND PROTESTS TO SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE PETITION OF OWNER AND ALL FUTURE OWNERS OF THE ETJ PROPERTY REQUESTING FULL PURPOSE ANNEXATION OF THE PROPERTY PURSUANT TO SECTION 43.0671, TEXAS LOCAL GOVERNMENT CODE, AND IN ACCORDANCE WITH THIS AGREEMENT.

9.04 Agreement Regarding Services. The City and Owner have negotiated the Agreement for Provision of Services Upon Annexation that is attached to this Agreement as Exhibit D, setting forth the municipal services that will be provided by the City upon annexation

of the ETJ Property. By approval and execution of this Agreement, the City and Owner hereby agree to the Agreement for Provision of Services Upon Annexation in satisfaction of Section 43.0672, Texas Local Government Code.

9.07 Regulations Upon Annexation. Upon annexation of the ETJ Property by the City, all City regulations that are not in conflict with this Agreement shall apply to the ETJ Property.

9.08 Debt/Contracts. The District shall not issue any bonds, notes, time warrants, or other obligations (collectively "Obligations"), including refunding Obligations, with a term greater than 30 years from their date of initial issuance. The District shall not issue Obligations to fund or reimburse the cost of constructing Public Infrastructure for the Property in excess of Ninety Million Dollars (\$90,000,000.00). For any Obligation issued and used to pay down a previously issued Obligation, the amount of the Obligation actually used to pay down a previously issued Obligation shall not be counted toward the Ninety Million (\$90,000,000.00) cap. The District shall give notice to the City of its intent to issue bonds and the material elements of a proposed issuance of Obligations, including the amount and the length of the debt obligation, prior to issuance of the Obligations.

Section 8.

Article XIII, Section 13.21 of the Development Agreement is hereby amended by replacing Exhibit C and Exhibit F, and adding Exhibit J, Exhibit K, Exhibit L-1, Exhibit M, Exhibit N, and Exhibit O attached to this Third Amendment and incorporated herein for all purposes, as follows:

Exhibit C	Concept Plan
Exhibit F	Road Standards & Drainage Regulations
Exhibit J	Map of the In-City Property
Exhibit K	Legal Description of the In-City Property
Exhibit L-1	First Amendment
Exhibit L-2	Second Amendment
Exhibit M	Preliminary Plat for Fairview Meadows North
Exhibit N	Escrow Agreement
Exhibit O	City's Road Improvements

Section 9.

Owner, the District, and the City further agree that all other terms and provisions of the Development Agreement that are not modified hereby shall remain in full force and effect.

EXECUTED to be effective as of the latest date of the signatures below ("Effective Date").

[Signature Page to Follow]

CITY OF NEW FAIRVIEW, TEXAS:

By: _____
Title: John R. Taylor, Mayor
Date: _____

ATTEST:

By: _____
Name: Brooke Boller
Title: City Secretary

APPROVED AS TO FORM:

By: _____
Name: _____
Title: City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by John R. Taylor, Mayor of the City of New Fairview, Texas, on behalf of such city.

Notary Public, State of Texas

(NOTARY SEAL)

NEW FAIRVIEW MUNICIPAL UTILITY DISTRICT NO. 1:

_____, President, Board of Directors
Date: _____

ATTEST:

_____, Secretary, Board of Directors

(DISTRICT SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2024, by _____, President, and _____, Secretary of the Board of Directors of New Fairview Municipal Utility District No. 1, on behalf of such district.

Notary Public, State of Texas

(NOTARY SEAL)

**LACKLAND FAIRVIEW, LLC,
a Texas limited liability company**

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the ____ day of _____, 2024, by
_____, the _____ of Lackland Fairview, LLC, a Texas limited liability
company on behalf of such limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

FFILP LAND HOLDINGS, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the ____ day of _____, 2024, by
_____, the _____ of FFILP Land Holdings, LLC, a Texas limited
liability company on behalf of such limited liability company.

Notary Public, State of Texas

(NOTARY SEAL)

Exhibit A
Map of the Property

Exhibit B
Legal Description of the Property

Exhibit B

BEING A 634.507 ACRES TRACT OF LAND CALLED OUT OF THE T. CARPENTER SURVEY, ABSTRACT NO. 172 AND THE W. BRAMLETT SURVEY, ABSTRACT NO. 123, WISE COUNTY, TEXAS: BEING ALL OF THOSE CERTAIN TRACTS OF LAND AS DESCRIBED IN VOLUME 155, PAGE 580, & VOLUME 123, PAGE 290, DEED RECORDS, WISE COUNTY, TEXAS, AND CONTAINING ALL OF THOSE CERTAIN TRACTS OF LAND AS DESCRIBED IN CLERK FILE NO. 201600522 & CLERK FILE NO. 201600523, OFFICIAL RECORDS, WISE COUNTY, TEXAS: BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET 1/2" IRON ROD WITH PLASTIC CAP IN THE EAST LINE OF THE FORT WORTH & DENVER CITY RAILROAD RIGHT OF WAY, BEING FIFTY FEET EAST OF & PERPENDICULAR TO THE CENTER OF THE EXISTING RAILROAD LINE, AT THE NORTHWEST CORNER OF THE THIRD TRACT (V. 123, P. 290), SAME BEING THE SOUTHWEST CORNER OF A CALLED 30 ACRES TRACT OF LAND DESCRIBED IN VOLUME 5, PAGE 151, D.R.W.C.T., FOR THE NORTHWEST AND BEGINNING CORNER OF THIS TRACT.

THENCE ALONG THE SOUTH & EAST LINES OF SAID 30 ACRES AS FOLLOWS:

- 1) N 89°35'28" E 2484.06 FEET TO A 4" STEEL FENCE CORNER POST, FOR AN ELL CORNER OF THIS TRACT.
- 2) N 01°02'34" W 533.58 FEET TO A FOUND 1" IRON PIPE AT THE SOUTHEAST CORNER OF THAT CALLED 187.08 ACRES AS DESCRIBED IN CLERK FILE NO. 201322567, O.R.W.C.T., FOR A CORNER OF THIS TRACT.
- 3) THENCE N 00°16'14" E 349.12 FEET TO A FOUND 3/8" IRON ROD AT THE SOUTHWEST CORNER OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN VOLUME 1643, PAGE 644, O.R.W.C.T., FOR THE NORTHWEST CORNER OF THIS TRACT.
- 4) THENCE N 89°40'40" E AT 1203.8 FEET PASS A FOUND 1/2" IRON ROD WITH PLASTIC CAP STAMPED "MANNING" AT THE NORTHWEST CORNER OF THAT CALLED 34.00 ACRES TRACT OF LAND DESCRIBED IN CLERK FILE NO. 201600522, O.R.W.C.T., AT 2609.13 FEET PASS A FOUND 3/8" IRON ROD IN THE FENCED WEST LINE OF PIONEER STREET, A GRAVEL SURFACE, FOR A TOTAL DISTANCE OF 2632.66 FEET TO A POINT, FOR THE NORTHEAST CORNER OF THIS TRACT.
- 5) THENCE S 00°25'18" E 3975.79 FEET WITHIN SAID PIONEER STREET TO A POINT, AT THE NORTHEAST CORNER OF THAT CALLED 3.673 ACRES CONVEYED TO BRAZOS ELECTRIC POWER COOPERATIVE, INC. IN VOLUME 931, PAGE 495, O.R.W.C.T., FOR A CORNER OF THIS TRACT.

THENCE ALONG THE NORTH, WEST, & SOUTH LINES OF SAID BRAZOS ELECTRIC TRACT AS FOLLOWS:

- 6) S 89°39'22" W 400.00 FEET TO A FOUND CAPPED 3/4" IRON ROD;
- 7) S 00°20'10" E 399.94 FEET TO A FOUND CAPPED 3/4" IRON ROD;
- 8) N 89°39'51" E 400.01 FEET TO A POINT WITHIN SAID PIONEER STREET, FOR A CORNER OF THIS TRACT.

9) THENCE S 00°20'12" E 358.93 FEET WITHIN SAID PIONEER STREET TO A FOUND 3/8" IRON ROD IN THE NORTH LINE OF THAT CALLED 80 ACRES TRACT OF LAND DESCRIBED IN VOLUME 1547, PAGE 588, O.R.W.C.T., FOR THE EASTERLY SOUTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE COMMON LINE OF SAID FIFTH TRACT (V. 123, P. 290) & SAID 80 ACRES TRACT AS FOLLOWS:

10) S 89°16'40" W 2595.51 FEET TO A FOUND 3/8" IRON ROD;

11) S 00°41'22" E 1800.91 FEET TO A POINT WITHIN PIONEER STREET, AN ASPHALT SURFACE, AT THE SOUTHEAST CORNER OF THAT CALLED 22.00 ACRES TRACT OF LAND DESCRIBED IN CLERK FILE NO. 201600523, O.R.W.C.T., FOR THE SOUTHERLY SOUTHEAST CORNER OF THIS TRACT:

12) THENCE N 89°57'00" W WITHIN SAID PIONEER STREET AT 772.70 FEET PASS A FOUND P.K. NAIL IN ASPHALT AT THE SOUTHWEST CORNER OF SAID 22.00 ACRES, FOR A TOTAL DISTANCE OF 2919.89 FEET TO A POINT IN THE SIMPLE CURVE OF A SPIRAL CURVE, BEING THE EAST LINE OF SAID FORT WORTH & DENVER CITY RAILROAD RIGHT OF WAY, FOR THE SOUTHWEST CORNER OF THIS TRACT. WHENCE A FOUND PK NAIL BEARS S 89°57'00" E 1.58 FEET.

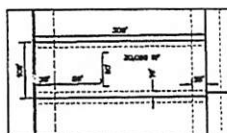
THENCE FIFTY FEET EAST OF & PERPENDICULAR TO THE CENTER OF THE EXISTING RAILROAD LINE AS FOLLOWS:

SC1) ALONG THE ARC OF A SIMPLE CURVE TO THE RIGHT, HAVING A RADIUS OF 2873.39 FEET, AN ARC LENGTH OF 195.21 FEET, AND WHOSE CHORD BEARS N 01°50'09" W 195.17 FEET TO A SET 1/2" IRON ROD WITH PLASTIC CAP AT THE CURVE TO SPIRAL, A CHORD BEARS N 02°35'55" E 376.69 FEET TO THE SPIRAL TO TANGENT;

13) N 03°50'04" E 5090.43 FEET TO THE POINT OF BEGINNING.

BEARINGS & DISTANCES DERIVED FROM G.P.S. OBSERVATIONS PERFORMED BY CARTER SURVEYING & MAPPING, INC. AND REFLECT SURFACE ADJUSTED, N.A.D. 1983, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, USING TEXAS DEPARTMENT OF TRANSPORTATION SURFACE ADJUSTMENT FACTOR OF 1.00012.

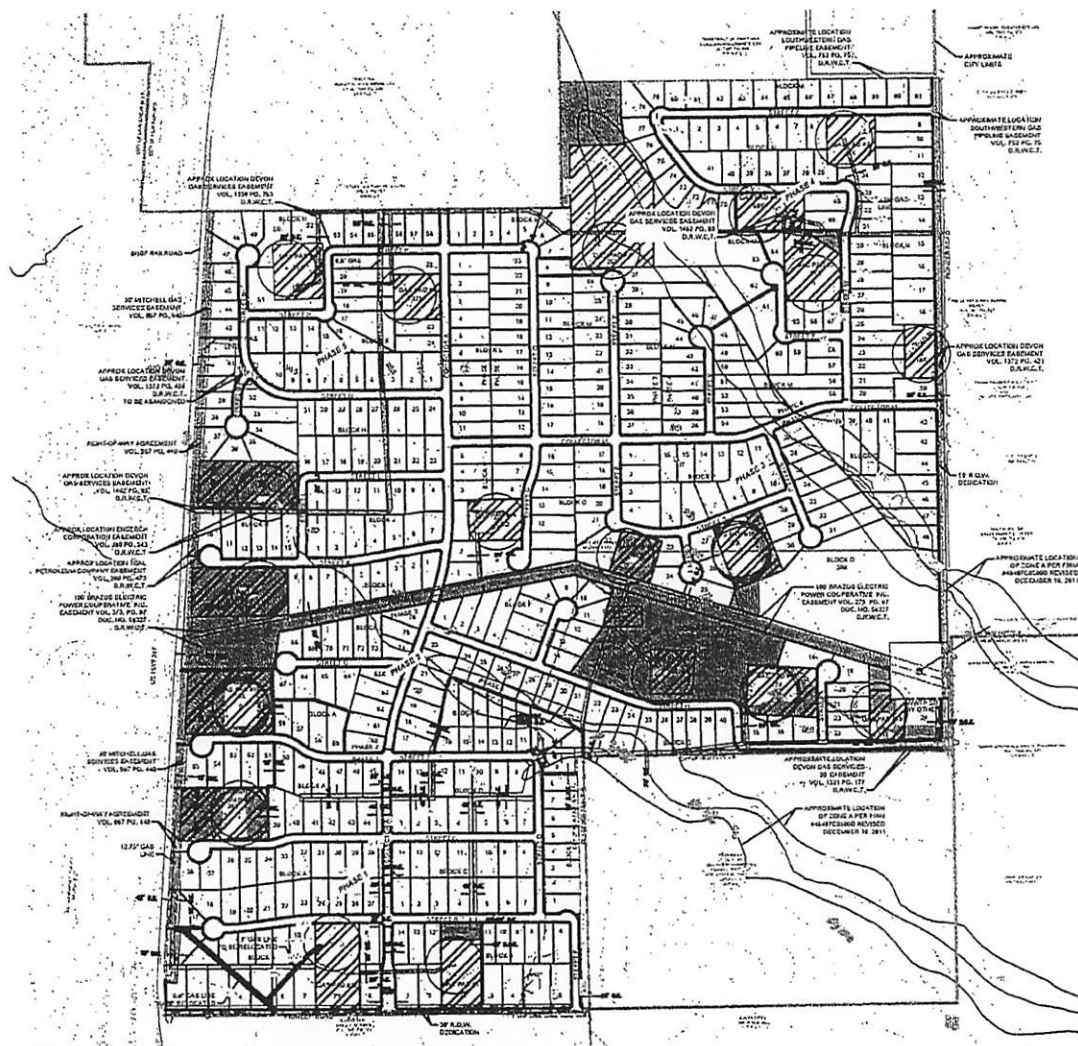
**Exhibit C
Concept Plan**



TYPICAL 120' LOT

TYPICAL 100' LOT

TYPE	# OF LOTS	MEDIUM SP
100	105	33,000
120	240	30,000
GR. 120-140	51	30,000



LEGEND

- | | |
|---|---------------------------------|
| U.P.W.C.T. | OFFICIAL PUBLIC RECORDS |
| P.A.W.C.T. | WIDE COUNTRY TEAMS |
| | PLAT RECORDS WIDE COUNTRY TEAMS |
| H.O.A. | HOUSINGOWNERS ASSOCIATION |
| A.E. | ACCESS EASEMENT |
| B.I. | BUILDING LINE |
| U.E. | UTILITY EASEMENT |
| D.E. | DRAINAGE EASEMENT |
| G.E. | GAS EASEMENT |
| S.E. | SLOPE EASEMENT |
| S.S.E. | SANITARY DRAINAGE EASEMENT |
| W.E. | WATER EASEMENT |
|  | GREEN SPACE |
|  | GAS PAD SITES |
|  | 200 FT GAS WELL SETBACK |
|  | APPROXIMATE CITY LIMITS |
| | PHASE LINE |

NOTES

11. ALL OUT-OF-SEAMS ARE 67'± UNLESS OTHERWISE NOTED ON THE PLAN.
12. ALL CUL-DE-SACS AND SLOTTED RAMP DRIVEWAYS HAVE AN 8'± RADIIUS UNLESS A DIFFERENT RADIUS IS SPECIFIED ON THE PLAN.
13. DRIVEWAYS SHALL BE 10'± WIDE. DRIVEWAYS THAT PROVIDE A TURNAROUND OR WALK HAVE CIRCULAR DRIVES TO MATCH RACKING ONTO PIONEER ROAD.
14. LOT SETBACKS ARE AS FOLLOWS:
 - 1. SIDE SETBACK: 25'± FOR LOTS FRONTING PIONEER ROAD
 - 2. REAR SETBACK: 10'± FOR STREET SIDE
 - 3. TYPE D, PLOT SIZE OF 67'± x 89'± UNLESS OTHERWISE NOTED
 - 4. MINIMUM FRONT YARD SETBACK: 10'± UNLESS LOT IS TO BE ABOVE 10'± FEET FLOORPLAN ELEVATION.
 - 5. A FLOORPLAN ELEVATION SHALL BE ESTABLISHED 10'± YEAR FLOORPLAN LISTS AND WATER SURFACE ELEVATION SHOWN ON PROPOSED RECLAMATION.
 - 6. FLOORPLAN ELEVATION 100'± YEAR FLOORPLAN LIMITS WILL BE WITHIN FLOORPLAN/HORIZONAL EASEMENTS.
 - 7. FLOORPLAN ELEVATION 100'± YEAR FLOORPLAN STRUCTURE SHALL BE TWO HUNDRED FEET (200').
15. WITH THE EXCEPTION OF LOT 10, SLOTTED LOT OUTSIDE LIMITS WITHIN 10'± SHALL BE SUBJECT TO VARIATION BY 10'±.

Fairview Meadows Concept Plan

New Fairview, Texas
November 2018

Kimley»Horn

5790 Genesis Court
Suite 200
Frisco, Texas 75034
972-335-3580
State of Texas

DETAILED CONCEPT PLAN IS
AVAILABLE FOR REVIEW AND
COPYING IN THE OFFICES OF THE
CITY OF NEW FAIRVIEW

Exhibit D
Annexation Services Agreement

Exhibit D
ANNEXATION SERVICE AGREEMENT BETWEEN THE CITY OF NEW
FAIRVIEW AND LACKLAND FAIRVIEW, LLC

As required by Section 43.0672 of the Texas Local Government Code, this shall serve as a written agreement between the City of New Fairview and Lackland Fairview, LLC concerning the provision of services to the territory described in the attached and incorporated Exhibit "A" and depicted in the attached and incorporated Exhibit "B" (the "Annexed Property")

The Parties agree as follows concerning the services that are to be provided on the effective date of the annexation and the schedule of the period within which the City will provide each service that is not provided on the effective date of the annexation:

1. POLICE PROTECTION

The City of New Fairview does not currently provide police protection within the City. The City of New Fairview will provide police protection to the Annexed Property at the same level that it provides police protection to the remainder of the City upon annexation. If the City of New Fairview does not provide police protection at the time of annexation, police protection may be available through the Wise County Sheriff's Department.

2. FIRE PROTECTION AND AMBULANCE SERVICE

The City of New Fairview does not currently provide fire or EMS service protection within the City. The City of New Fairview will provide fire and EMS service to the Annexed Property at the same level that it provides fire and EMS service to the remainder of the City upon annexation. If the City of New Fairview does not provide fire and EMS service at the time of annexation, fire protection and ambulance service may be available through Wise County.

3. SOLID WASTE COLLECTION

At the present time the City of New Fairview is using a designated, specified contractor for collection of solid waste and refuse within the city limits of the City of New Fairview. Upon payment of any required deposits and the agreement to pay lawful service fees and charges, solid waste collection will be provided to citizens in the Annexed Property to the extent that the City's contractor has access to the area to be serviced.

The City of New Fairview may not prohibit the collection of solid waste in the Annexed Property by a privately owned solid waste management service provider or offer solid waste management services in the Annexed Property unless a privately owned solid waste management service provider is unavailable. The City of New Fairview is not required to provide solid waste collection

services to a person who continues to use the services of a privately owned solid waste management service provider that continues in operation in the Annexed Property.

4. WATER AND WASTE WATER SERVICE

The City does not currently own or maintain any water or wastewater facilities. The City will ensure that water and wastewater services are provided to the Annexed Property at the same service level that the Annexed Property is receiving those services upon annexation and at a cost not to exceed the cost charged to similarly situated customers within the City's corporate limits.

5. MAINTENANCE OF ROADS AND STREETS

Any and all public roads, streets or alleyways which have been dedicated to the City of New Fairview or which are owned by the City of New Fairview shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use, and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway or utility company easement shall be maintained by the applicable utility company servicing the City of New Fairview pursuant to the rules, regulations and fees of such utility.

6. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The City Council of the City of New Fairview is not aware of the existence of any parks, playgrounds or swimming pools now located in the Annexed Property. In the event any such parks, playgrounds or swimming pools do exist and are public facilities, the City of New Fairview will maintain such areas to the same extent and degree that it maintains parks, playgrounds, swimming pools and other similar areas of the City now incorporated in the City of New Fairview.

7. MAINTENANCE OF MUNICIPALLY OWNED FACILITY, BUILDING OR MUNICIPAL SERVICE

The City Council of the City of New Fairview is not aware of the existence of any municipally owned facility, building or other municipal service now located in the Annexed Property. In the event any such municipally owned facility, building or municipal service does exist and are public facilities, the City of New Fairview will maintain such areas to the same extent and degree that it maintains publicly owned facilities, buildings or municipal services of the City now incorporated in the City of New Fairview.

The Parties agree that the terms of this Annexation Service Agreement will not provide any fewer services or a lower level of service in the Annexed Property than were provided in the Annexed Property at the time immediately preceding the annexation.

The Parties also agree that because of the differing characteristics of topography, land utilization and population density, the service levels which may ultimately be provided in the Annexed Property may differ somewhat from services provided other areas of the City of New Fairview. These differences are specifically dictated because of differing characteristics of the Annexed Property, and the City of New Fairview will undertake to perform consistent with this contract so as to provide the Annexed Property with the services anticipated by this agreement.

The Parties agree that the City of New Fairview is not required to provide a service in the Annexed Property that is not included in this agreement.

EXECUTED ON THIS 25 DAY OF February, 2019.

ATTEST:

CITY OF NEW FAIRVIEW

M. Rodriguez
City Secretary

By: Joe Max Wilson

Joe Max Wilson, Mayor

Date: Feb. 25, 2019

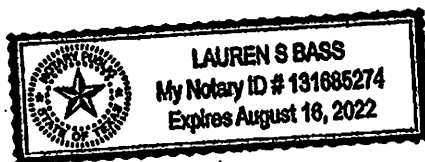
APPROVED AS TO FORM AND
LEGALITY:

Bradley Anderle
Bradley Anderle, City Attorney

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me, on the 25 day of February, 2019, by Joe Max Wilson, Mayor of the City of New Fairview, Texas on behalf of said city.

Lauren Bass
Notary Public, State of Texas
Printed Name: Lauren Bass
My Commission Expires: August 16, 2022
[SEAL]



LACKLAND FAIRVIEW, LLC,
a Texas limited liability company

By: DA

Name: Don Allen

Title: Secretary

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on January 25, 2019, by
Don Allen, Secretary of Lackland Fairview, LLC, a
Texas limited liability company, on behalf of said limited liability company.

Miriam Vega
Notary Public, State of Texas

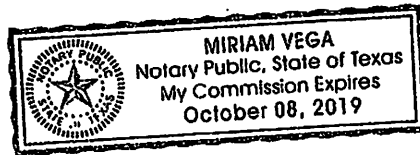


Exhibit E
Notice of Annexation Authority

Exhibit E
Notice of Annexation Authority

STATE OF TEXAS §
 §
COUNTY OF WISE §

NOTICE CONCERNING ANNEXATION AND SERVICES

The real property described in Exhibit A attached hereto and incorporated herein (the "Property") is located in New Fairview Municipal Utility District No. 1 (the "District"). The District is wholly within the extraterritorial jurisdiction of the City of New Fairview (the "City"). The City does not impose property taxes within the District and is not required by state law to provide police protection, fire protection, road maintenance, or any other municipal services to the District.

The City of New Fairview has received a Petition for Annexation from the owner of the property in the District, and the City may annex the Property for full purposes upon the earliest to occur of:

(1) _____, 2038; or

(2) on the date the construction of one hundred percent (100%) of the public infrastructure to serve the property within the District is completed and bonds have been issued by the District for reimbursement of all eligible costs relating to the public infrastructure.

For additional information concerning potential annexation of the District, contact the Mayor of the City of New Fairview.

NEW FAIRVIEW MUNICIPAL
MANAGEMENT DISTRICT NO. 1

By: _____

Name Printed: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me, on the ____ day of _____,
2019, by _____, the _____ of the
New Fairview Municipal Management District No. 1 on behalf of said entity.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

[SEAL]

Exhibit F
Road Standards

Section 6.06 Roads

A. Road Classification Definitions

Road Classification	Functions – Uses
County Road	Distributes traffic to and from residences. Low-density multi-purpose traffic leading to collectors.
Collector Road	Carries traffic from county roads to arterials. Uses served would include medium and high density residential, limited commercial facilities, elementary schools, some small offices and as direct access within industrial parks. Collectors also carry heavy traffic to major commercial and industrial facilities from arterials. Uses would include office parks, industrial parks, and community level commercial facilities.
Arterial	The main function of the arterials is to carry traffic from one Urban area to another. The arterial system serves the major activity centers of urbanized areas. Arterials are used for longer urban trips and carry a high portion of the total traffic with a minimum of mileage.

B. General Requirements

1. Adequate roads shall be provided by the subdivider. The arrangement, character, extent, pavement width, right-of-way width, grade and location of each road shall be considered in its relation to existing and planned roads, topographical conditions, significant natural features such as mature trees or water courses, public safety and convenience, and its relationship to the proposed uses of land to be served by such road. All developments must consider the Wise County Master Thoroughfare Plan (WCMTF) if and when adopted, and all amendments thereto, as part of platting and incorporate the WCMTF into platting, unless variance is granted by the Commissioner's Court.
2. All county roads shall be dedicated to the County in the form of a public right-of-way and shall conform to the minimum width requirements found herein. Additional right-of-way may be required along an existing county road. Under no circumstances shall any county road be dedicated or defined by an easement.
3. Any roads which are not dedicated to the County or are designated as private must be designed and constructed to the County standards. Right-of-way must be dedicated to the entity designated for maintenance. Surety for long term maintenance of the roads and roadway right-of-way shall be provided to the satisfaction of the Commissioner's Court.
4. Additional right-of-way dedication shall not be required from a previously platted property where:
 - a. The plat of such property is being modified by an amending plat.
 - b. The plat of such property is being modified by a replat.
 - i. The property is occupied by a building or buildings; and

- ii. The sole purpose of the replat is to remove previously platted fire lanes, easements, mutual access easements, or delineate the legal boundaries of ownership of the property; and
 - iii. No additional development rights will be conveyed to the property as a result of the replat.
- 5. All roads shall be designed to coordinate with existing roads in adjoining subdivisions. When conditions permit, the distance between roadway intersections shall be at least one hundred thirty-five (135) feet. Greater distances may be required by the County Engineer and shall be planned where necessary for traffic safety.
 - 6. Roads shall be named to provide continuity with existing roads and in no case shall roads be numbered.
 - 7. Names of new roads shall not duplicate or cause confusion with the names of existing roads situated within Wise County. All road names shall be subject to approval by the Commissioner's Court and the County's 911 Administrator.
 - 8. Where adjoining areas are not subdivided, the arrangement of roads in the subdivision shall make provision for the proper future projection of roads into such un-subdivided area.
 - 9. Roads should be designed to allow two tiers of lots between roads when possible.
 - 10. The reservation in private ownership of strips of land at the end of proposed or existing roads and intended solely or primarily for the purpose of controlling access to property not included in the subdivision shall be prohibited.
 - 11. For developments containing interior roads or containing cul-de-sacs serving greater than 25 lots, more than one road for entry and exit shall be provided.

C. Cul-de-sacs

- 1. Roads designated to be dead-ended permanently shall be platted and constructed with a paved cul-de-sac. Any dead-end road of a temporary nature, if longer than two hundred (200) feet, shall have a surfaced turning area one hundred twenty (120) feet in diameter for a cul-de-sac, with a one hundred sixty (160) feet in diameter right-of-way. Temporary dead-end roads shall have provisions for future extension of the road and utilities and, if the temporary cul-de-sac is utilized, a reversionary right to the land abutting the turnaround for excess right-of-way shall be provided. Temporary dead-end roads and cul-de-sacs shall be paved in accordance with 6.06.E.
- 2. A road ending permanently in a cul-de-sac shall not serve more than 25 lots and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least one hundred twenty (120) feet, and a road property line diameter of at least one hundred sixty (160) feet.

D. Eyebrow

An eyebrow shall allow for a turning radius equal to or greater than 60 feet with a radius of right-of-way dedication of 80 feet, measured from the centerline of the proposed road.

E. Road Design Criteria General Provisions

1. All dedicated roads shall conform to the following:

Road Classification	Designation	Minimum Right-of-way	Minimum Pavement Width	No. of Lanes and Width	Shoulder	Median Width
Arterial	M4D	100'	2-26'	2-12' & 2-14'	None	28'
	M4U	68'	48'	4-12'	None	None
	M5U	80'	60'	5-12'	None	None
Collector	C	60'	40'	2-12' & 2-8'	2-8'	None
County Road	CR	60'	24'	2-12'	4'	None

- a. M4D – Minor arterial street with four lanes divided by a median
 - b. M4U – Minor arterial street with four lanes undivided (no median)
 - c. M5U – Minor arterial street with five lanes undivided (no median)
 - d. C – Collector Road (Re: Section 6.06.A)
 - e. CR – County Road (Re: Section 6.06.A)
2. Additional right-of-way may be required at intersections and at high-volume driveways to provide left and right turn lanes to maintain traffic volume capacities through the intersections. Also, additional utility easements may be required beyond the right-of-way.
 3. The dedicated roads shall conform to the following minimal parameters:

Road Classification	Minimum Design Speed (MPH)	Maximum Percent Grade	Minimum Percent Grade	Area Free from Storm Water Using a Five-Year Frequency Storm
County Road	30	10	0.5	N/A
Collector	30	8	0.5	N/A
Arterial	45	6	0.5	One lane each direction

4. All Roads shall be designed in accordance with the most recent edition of Texas Department of Transportation's Roadway Design Manual.
5. No road intersecting a County Road or a State Highway shall vary from a 90° angle of intersection by more than 5°.
6. All right-of-way adjacent to the road surface shall be designed in accordance with the most recent edition of the American Association of State Highway and Transportation Officials (AASHTO), Roadside Design Guide.
7. Where the appropriate use of the neighboring property will not be substantially injured, the Commissioner's Court, may in specific cases, and subject to appropriate conditions and safeguards, authorize special exceptions to the Design Criteria items in order to permit reasonable development and improvement of property where literal enforcement of these values would result in an unnecessary hardship.

F. Pavement Types

The roadway subgrade, base and driving surface shall be as designed by the engineer of record. The following are minimum design parameters:

1. Subgrade

The subgrade shall be scarified to a depth of at least six (6) inches, and compacted to 95 percent standard proctor density.

2. Base

After preparation of the subgrade, it shall be covered with at least eight (8) inches of Type A, Grade 1, flexible base material meeting the Texas Department of Transportation's standard specifications and compacted to 95 percent standard proctor density.

3. Driving Surface

The driving surface must be two (2) inches of hot mix asphaltic concrete over a one-course surface treatment.

a. One-Course Surface Treatment

The finished flexible base roadway shall be primed for one-course surface treatment in accordance with the manufacturer's recommendations and as approved by the County Engineer. There shall be a 72-hour (plus or minus) cure time between the oil primer and the asphalt application. The one-course surface treatment shall be AC-10 asphalt and shall be applied at a minimum rate of 0.45 (plus or minus) gallons per square yard. The crushed aggregate shall be Type B, Grade 3 at a rate of 96 (plus or minus) square yards per cubic yard. Application and gradations shall conform to the Texas Department of Transportation's standard specifications.

b. Two-Inch Hot Mix Asphaltic Concrete

Two-inches of Type D hot mix asphaltic concrete shall be applied over the one-course surface treatment and compacted to 91% to 95% of the maximum theoretical specific gravity. The finished one-course surface treatment roadway shall receive an appropriate tack coat to bond the surface treatment and hot mix asphaltic concrete. All applications shall conform to the Texas Department of Transportation's standard specifications.

G. Road Sign Panels and Sign Posts

Road sign panels and sign posts shall be furnished and installed by the subdivider for all intersections within or abutting the subdivision prior to final acceptance of the development. Such signs shall conform to the following criteria:

1. Signs for county roads shall be of green aluminum or fiberglass six inches high, 24 inches long and 0.08 of an inch thick minimum. Signs for private roads shall be blue aluminum or fiberglass six inches high, 24 inches long and 0.08 of an inch thick minimum.
2. Lettering for county roads shall be four inches high, reflective white letters permanently applied to the green aluminum sign.

3. Signs shall be at least (7) seven feet tall, measured from the bottom of the sign to the nearest edge of pavement and shall be free from any bushes, limbs, et cetera, which may inhibit the clear view of the sign. Lateral locations for signs shall be furnished in accordance with the most recent edition of the Texas Manual on Uniform Traffic Control Devices (TxMUTCD). All signs shall be installed on posts and bases in accordance with TxDOT and TxMUTCD requirements.
4. Traffic signs shall be furnished in accordance with the most recent edition of the TxMUTCD and TxDOT requirements.
5. One additional speed limit sign shall be placed at each entrance of the subdivision. Speed limits shall be posted as 30 MPH as required by State Law unless a speed study, prepared by a licensed Engineer in the State of Texas, has been submitted to the Commissioners Court for approval.
6. If roads are private, a sign should be placed at every transition from public to private stating that "County Maintenance Ends" in accordance with the most recent edition of the TxMUTCD.
7. All road signs shall be placed prior to the filing of the Final Plat.

H. Mailboxes

1. All mailboxes support and attachment design shall be designed in accordance with the most recent edition of the American Association of State Highway and Transportation Officials (AASHTO), Roadside Design Guide with a suitable yield or break away support.
2. Mailboxes along County Roads shall be placed with a minimum lateral distance of eight (8) feet from edge of driving surface. Mailbox placement shall be in accordance with the most recent edition of AASHTO, Roadside Design Guide
3. Developers shall coordinate placement of mailboxes, including the use of Cluster Box Units (CBUs), with their local Postal Service Growth Manager in accordance with the U.S. Postal Service National Delivery Planning Standards. If CBUs are proposed for a development, the location of the centralized postal delivery should be clearly identified in the Construction Plans. In addition, provisions for access to proposed CBUs including, but not limited to, street eyebrows shall be designed in accordance with the roadway criteria of this section. A stacking space for a minimum of two (2) cars shall be provided.

I. Metal Beam Guard Rail

Shall conform to The TxDOT Roadway Design Manual Requirements.

Section 6.07 Shared Access Driveways

A. General

Up to one (1) lot without independent access to a County Road may obtain access to a County Road by means of a Shared Access Driveway if approved by the Commissioner's Court. An additional two (2) lots having independent access to a County Road may also share the use of the Shared Access Driveway. Shared Access Driveways are intended as a means to provide flexibility in the development process, preserve the rural character of the land and avoid excessive infrastructure costs when such costs would provide little or no social benefit. Excessive use of Shared Access Driveways will not be permitted.

B. Additional Requirements

1. A note must be conspicuously displayed on the plat stating:
 - a. All lots served by a Shared Access Driveway are restricted to one single family residence per lot and if any other development of a dwelling unit occurs on any of the lots obtaining access through the Shared Access Driveway, then such new dwelling unit must be constructed on a separately platted lot with direct frontage onto, and physical access to, a County Road prior to construction of the dwelling unit. A duplex will not be considered a single-family residence for purposes of this subparagraph.
 - b. The homeowners of the single-family residences obtaining access through the Shared Access Driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.
2. Each of the lots sharing the use of the Shared Access Driveway shall hold equal, indivisible and unrestricted rights in the Shared Access Driveway, which rights shall be established by recorded easement and the easement shall run with the land of each of the benefited lots. The easement instrument shall clearly state each lot's pro rata responsibility with respect to future maintenance or repairs of the Shared Access Driveway.
3. The Shared Access Driveway shall be no longer than one quarter (1/4) mile in length; shall have a minimum width of 20-feet, , shall convey all necessary drainage, accommodate necessary utility easements; and must have a minimum centerline to centerline distance of:
 - a. 200 feet from any other driveway entering onto the County Road; and
 - b. 500 feet from any other Shared Access Driveway.
4. If the Shared Access Driveway is greater than 150 feet in length, a cul-de-sac with a minimum turning radius of 50-feet and adequate for access by emergency vehicles shall be provided at the end of the driveway.
5. The postal address of each of the lots shall be based on the County Road on which the Shared Access Driveway gains access and the mailboxes for each of the lots shall be located together along the right of way of the County Road.
6. Up to three (3) lots not having independent access to a County Road may share a Shared Access Driveway with up to two (2) lots having independent access to a County Road if all other requirements of this section are met and all lots using or adjacent to the driveway are larger than five (5) acres in size and restricted by Plat note limiting development to one single family residence per lot.

Section 6.08 Drainage and Storm Sewer**A. General**

Drainage facilities shall be provided and constructed by the developer in accordance with this Article and the following basic requirements:

B. Runoff Calculations

1. The selection of which method to use for calculating runoff depends upon the size of the contributing drainage area at the most downstream point of the project. The "Rational Method" is acceptable for designing projects in which the drainage area is less than 200 acres. A unit hydrograph method is required for projects with larger drainage areas.
2. A downstream assessment may be required to be performed at the direction of the County Engineer. Depending upon project and site-specific conditions, as well as downstream facilities, the developer may be required to provide a narrative and detailed calculations demonstrating the degree of downstream impacts. If any portion of the development lies within the 100-year flood plain (including any non-FEMA 100-year inundation area), a downstream assessment will be required to be performed and must meet the requirements of this section in addition to requirements set forth in the Flood Damage Prevention Ordinance. When required, a downstream assessment may include:
 - a. Determination of the water surface elevation (headwater) of existing and proposed culverts with calculations provided to demonstrate the following:
 - i. Velocities associated with pre- and post- developed runoff rates.
 - ii. Post-developed velocities shall, at no time, cause anticipated erosion issues given the slope, soil conditions, vegetative cover, and velocities.
 - iii. Generally, channel velocities shall not exceed the maximum permissible velocity of eight (8) feet per second for channels proposed to be left in their natural state, and meet the following parameters.
 - a) No significant increases (maximum 5%) in channel velocities for the 100-year design storm. Post development channel velocities cannot be increased by more than 5% above pre-development velocities.
 - b) If existing channel velocities exceed eight (8) feet per second, no additional increase in velocities will be allowed.
 - b. Finished floor elevations shall be set a minimum of two (2) feet above base flood elevations. If a base flood elevation does not exist, finished floor elevations shall be set a minimum of two (2) feet above the 100-year water surface elevation.
 - c. No increases in downstream discharges caused by the proposed development that, in combination with existing discharges, exceeds the existing capacity of the adjacent downstream drainage structures.
 - d. No rise in 100-year flood elevations, unless contained in existing channel.
 - e. No new or increased flooding of existing insurable (FEMA) structures (habitable buildings) or private property.

In all situations, the Standard of Care and Standard Engineering Practices as it relates to downstream impacts shall be adhered to and shall be subject to the County Engineer's review. The intent of the downstream assessment is to analyze the pre-project and post-project hydrologic and hydraulic conditions to ensure that post-developed runoff is conveyed downstream in an acceptable manner to be reviewed by the County Engineer. At no time shall the post-developed runoff cause flooding to insurable structures or threaten the public's health, safety, and welfare. All downstream assessments shall take

into consideration fully developed watersheds (assuming a minimum land use type of single family). If in the opinion of the County Engineer, the post-project runoff causes adverse impacts, onsite detention may be required. Innovative approaches to routing and detention may be considered in order to reduce the peak discharge values.

3. Pre-Development and Post-Development runoff computations shall be provided. Post-Development runoff computations shall be based upon fully developed watershed conditions. The Design Engineer shall size drainage facilities by disregarding the detention effects of upstream property and calculating the runoff as if the off-site property was developed without any detention. If an approved regional detention/retention facility is in operation, the Design Engineer may size downstream drainage facilities based on consideration of the detention effects of the regional facility.
4. Procedure for drainage area less than 200 acres.
 - a. Computation of Stormwater Runoff for drainage areas less than 200 acres shall be by the "Rational Method," which is based on the principle that the maximum rate of runoff from a given drainage area for an assumed rainfall intensity occurs when all parts of the area are contributing to the flow at the point of discharge.

The formula for calculation of runoff by the "Rational Method" is:

$$Q = CIA$$

where Q = the maximum rate of discharge, expressed in cubic feet per second.

C = coefficient of runoff.

Coefficient of Runoff Values

Parks or Open Areas	0.30
Single Family Residential ≥ 3 acres	0.34
Single Family Residential ≥ 2 acres, < 3 acres	0.36
Single Family Residential ≥ 1 acre, < 2 acres	0.40
Single Family Residential < 1 acres	0.45
Multi-Unit Residential	0.70
Industrial	0.70
Business	0.80
Mercantile District	0.80

I = intensity of runoff in inches per hour in accordance with National Weather Service Technical Paper 35.

A = drainage area in acres.

- b. Time of concentration is the longest time, without interruption of flow by detention devices, that a drop of water takes to flow from the farthest point of the drainage area to the point of concentration (i.e. the point of design). The time of concentration is composed of the inlet time and the flow time in a conduit or channel to the point of design.

The range for time of concentration is as follows:

Type of Area	Minimum Time (minutes)	Maximum Time (minutes)
Park or Open Areas	20	30
Single Family Residential	15	20
Industrial	10	20
Business	10	20
Mercantile District	10	20

Time of concentration shall be calculated using the Natural Resource Conservation Service (NRCS) Technical Release Number 55 method for Time of Concentration and Travel Time. Calculations shall be provided for all time of concentrations and travel times that exceed the maximum specified time of concentrations, including the breakdown and calculations for the various consecutive flow segments.

5. Procedures for Drainage Areas greater than 200 acres:

- a. For drainage areas in excess of 200 acres where the use of the "Rational Method" does not provide reliable results, the use of a unit hydrograph method shall be made. The use of a unit hydrograph calculation shall be in accordance with the most current edition of TxDOT Hydraulic Design Manual and subject to the approval of the County Engineer. Acceptable methods include the Natural Resource Conservation Service (NRCS) Technical Release Number 55 for drainage areas from 200 acres to 2,000 acres, or the United States Army Corps of Engineers HEC-HMS models for drainage areas 200 acres or more.
- b. The unit hydrograph method shall be based upon fully developed watershed conditions assuming no effects from the small on-site detention facilities for maintaining the rate of runoff as if the property was developed as single family residential use. The detention effects of large regional detention facilities can be taken into account in unit hydrograph methods.
- c. Circumstances that may require the use of a unit hydrograph method include sizing open channels, reclaiming floodplains, creating lakes, or building other types of drainage-related facilities on major drainage courses. Design engineers of these types of facilities should be aware that the requirement of designing for fully developed watershed conditions will mean that they will have to calculate these fully developed flows instead of using the flows calculated in the Federal Emergency Management Agency's (FEMA) flood insurance studies for Wise County.

C. Design Storm Frequencies

Drainage Facility	Design Recurrence Interval
Closed Sewer System	25-year (with 100-year positive overflow in roadway such that the depth of flow in the roadway does not exceed the top of curb or borrow ditch with 1 foot of freeboard)
Roadway Ditches and Driveway Culverts	10-year (unless ditch is designed as a channel to convey system runoff, then see: Earthen and Concrete-lined Channels)
Earthen and Concrete Lined Channels	100-year plus one-foot of freeboard above 100-year water surface elevation
Roadway Culverts and All Bridges	100-year plus one-foot of freeboard above 100-year water surface elevation

The approved drainage system shall be sized for the 100-year storm and shall provide for positive overflow at all low points. The term "positive overflow" means that when the inlets do not function properly or when the design capacity of the conduit is exceeded, the excess flow can be conveyed overland along a grassed or paved course. Normally, this would mean along a road or alley, or shall require the dedications of special drainage easements on private property.

D. Finished Floor Elevations

Positive drainage shall be provided away from all residential and other structures with finished floor elevations based on the following criteria:

1. The minimum finished floor elevation shall be one (1) foot above the edge of pavement and/or drainage easement elevation.
2. In the case of curbed roads, the minimum finished floor elevation shall be one (1) foot above the top of the road curb elevation or the alley invert.
3. Positive overflow sections shall provide a minimum of one (1) foot of freeboard from the overflow invert adjacent to structures and the corresponding first floor elevation of all residential and other structures.
4. Lots that are lower than the road or roads on which they abut shall have a finished floor elevation of no less than one (1) foot above the finished grade of the uphill side of the proposed structure.

E. Pipe Design Standards

1. Storm sewer conduit shall be sized to flow full. Manning's Equation shall be used to determine the conduit size.
2. Minimum and maximum velocities in pipes:
 - a. The minimum velocities in full flowing conduits shall be three (3) feet per second.
 - b. The maximum discharge velocities in the pipe shall also not exceed the permitted velocity of the receiving channel or conduit at the outfall to prevent erosive conditions. The maximum outfall velocity of a conduit in partial flow shall be computed for partial

depth and shall not exceed the maximum permissible velocity of the receiving channel unless controlled by an appropriate energy dissipater (e.g. stilling basins, impact basins, riprap protection).

- c. In general, stormwater shall be carried in concrete pipe conduit, but other types of conduit can be used to carry stormwater. However, prior permission to use other conduit materials must be obtained from the County Engineer.

F. Culvert Design

Roadway Culverts shall be designed to the 100-year frequency with one (1) foot of freeboard. Driveway Culverts can be designed to the 10-year design storm, unless the roadway ditch is designed as a channel to convey system runoff. In addition, the following criteria shall be met:

1. All roadway culverts 36-inches and greater in diameter to be reinforced concrete pipe (RCP). Roadway Culverts less than 36-inches in diameter and driveway culverts are either RCP or corrugated metal pipe (CMP).
2. Safety End Treatments (SET) or headwalls must be designed for all culverts. The slope for SET shall not exceed four (4) feet horizontal to one (1) foot vertical.
3. Culverts and headwalls shall be designed in accordance with the most current edition of the Texas Department of Transportation Hydraulic Manual, Chapter 8 – Culverts.
4. The calculation of hydraulic grade lines shall consider both inlet and outlet control for the culvert.
5. The use of multi-barrel CMP culverts shall be limited and reviewed on a case-by-case basis by the County Engineer.
6. Decorative or other non-standard headwalls will be reviewed by the County Engineer on a case-by-case basis. Headwall designs must be signed and sealed by a licensed engineer in the State of Texas.
7. For Driveway Culverts proposed to be placed along existing and proposed County Roads, all roadway ditches should be designed in accordance with Section 6.08.H-Channels. If the installation is proposed along an existing County Road and the existing roadway ditch section cannot adequately convey the proposed Driveway Culvert installation, Construction Plans shall be provided in accordance with Section 4.07 – Construction Plans.

G. Bridge Class Drainage Culverts

Bridge Class Culverts shall be designed in accordance with the most current edition of Texas Department of Transportation Hydraulic Design Manual.

H. Channels

1. Channels may be left in their natural state if both of the following conditions are met.
 - a. The channel velocities are less than eight (8) feet per second based on the 100-year design flood.
 - b. The flow from the 100-year design flood is contained within the natural channel while allowing one (1) foot of freeboard.

2. If the natural channel is to be replaced by an improved channel, the flow from the 100-year design flood must be contained within the improved channel while allowing for one (1) foot of freeboard.
3. Improved channels shall include a lined section if the design velocity is greater than six (6) feet per second. Lined sections shall be designed in accordance with the most current edition of the Texas Department of Transportation Hydraulic Manual, Chapter 7 – Channels. Lining types such as concrete, rock walls and gabions, may be used upon approval of the County Engineer.
 - a. All channels that are roadside (borrow) ditches and proposed to carry the 100-year design storm, shall be designed with a minimum roadway shoulder width of two (2) feet.
4. For lined channels, all of the channel bottom and at least the first three (3) feet (vertical height) of the side slopes up from the channel bottom shall be lined, unless otherwise approved by the County Engineer.
5. Earthen sides above the lined section or totally earthen channels shall be on at least four (4) horizontal to one (1) vertical slope and shall have approved ground cover to prevent erosion.
6. Unless shown to be feasible in a soils report sealed by a Licensed Professional Engineer in the State of Texas, and approved by the County Engineer, improved channels shall have maximum side slopes of:
 - a. four (4) feet horizontal to one (1) foot vertical for earthen, grassed-lined side slopes.
 - b. two (2) feet horizontal to one (1) foot vertical for concrete-lined side slopes.
7. The developer or owner shall use low maintenance vegetation for vegetative cover, as approved by the County Engineer prior to planting. The selection of materials shall comply with the current ground cover listing for North Central Texas furnished through the Texas Agricultural Extension Service.

I. Detention Rates

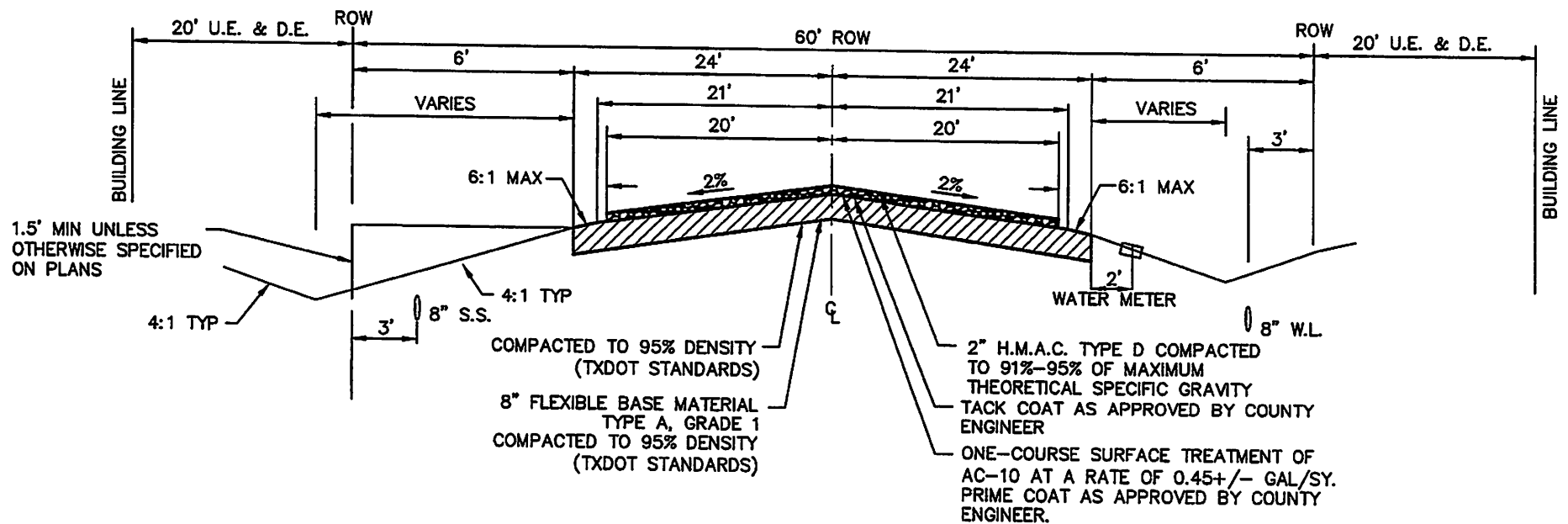
Should the result of a downstream assessment and/or reasonable Standard of Care determine that on-site detention will be required, specific detention criteria will be determined on a case-by-case basis by the County Engineer. Detention criteria will be dependent upon the significance of downstream impacts. Runoff rates for all land uses shall be limited to the rates that would be produced from single family residential areas. Detention/retention facilities shall be designed for the 100-year design flood and may be subject to the following criteria:

1. The minimum amount of storage volume of the detention basin shall be that volume required to reduce runoff rate to a single-family rate. Dedicated detention/retention basins shall also include an additional one (1) foot of freeboard and two (2) feet of sediment storage. Additional freeboard may be required at the discretion of the County Engineer. The volume of runoff storage for drainage areas greater than 200 acres shall be computed using unit hydrograph procedures. Acceptable unit hydrograph procedures are located in section 6.08.B of this document.

For drainage areas less than 200 acres, the above methods are recommended; however, an approximate routing method based on the rational formula is allowable.

2. Detention areas in parking lots shall not be:
 - a. Behind speed bumps unless the speed bumps are made with reinforced concrete.
 - b. Deeper than six (6) inches unless otherwise approved by the County Engineer and warning signs shall be posted.
3. Drainage easements shall be provided for all regional detention/retention facilities and for other detention/retention facilities where two or more owners are involved.
4. Detention facilities shall be designed to empty in less than 24 hours, unless it is also serving as an erosion control facility.
5. Detention facilities shall not be counted as an erosion control technique unless (1) the basins are designed to empty a minimum of 24 hours from the storm event and (2) adequate sediment storage areas in the basin have been set aside and are maintained.
6. Roadways shall not be used as a detention facility or barrier.
- J. The developer or property owner shall be responsible for maintenance and operation of drainage easements or detention/retention facilities. The County shall not be responsible for the maintenance and operation of drainage easements or detention/retention facilities. The County shall not be held liable for damages of any nature which may result from the occurrence of any natural phenomena or which may result from the failure of any structures within the drainage easements or detention facilities. The County shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner to alleviate any undesirable conditions, which may occur.
- K. Flumes

The use of flumes is not recommended for widespread use. Flumes shall not be permitted when the purpose of a permanent flume is to carry runoff down the sides of earthen channels. A flume may be used to direct overflow runoff along property lines until the runoff can be intercepted by roads or conduits.



COLLECTOR SECTION BORROW DITCHES

NTS

Exhibit H
DEVELOPMENT AND OPERATING AGREEMENT

This Development and Operating Agreement (this "Agreement") is entered into between New Fairview Municipal Utility District No. 1 (the "District"), the City of New Fairview, Texas (the "City") and Lackland Fairview, LLC, a Texas limited liability company ("Owner"), effective upon execution by all parties.

WHEREAS, the Texas Legislature created the District by approving House Bill 2912, codified as Chapter 7987, Special District Local Laws Code, effective September 1, 2017 (the "District Legislation"); and

WHEREAS, the City Council of the City adopted Resolution No. 2017-R002-085 consenting to creation of the District and inclusion of the Property in the District on February 23, 2017; and

WHEREAS, the District encompasses approximately 635 acres of land wholly located in the City's extraterritorial jurisdiction in Wise County, Texas, as shown on Exhibit A and described in Exhibit B (the "Property"); and

WHEREAS, the City Council approved that certain Development Agreement between Owner and the City concerning the Property on December 3, 2018 (the "Development Agreement"); and

WHEREAS, Section 7987.107 of the District Legislation and Section 13.20 of the Development Agreement provides that the Board of Directors of the District (the "Board") shall adopt and enter into this Development and Operating Agreement by which the District shall become a party to and assume all applicable obligations, requirements and limitations in the Development Agreement; and

WHEREAS, the Board wishes to enter into this Development and Operating Agreement to assume all applicable obligations, requirements and limitations in the Development Agreement, as such Development Agreement may be amended from time to time.

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions hereinafter set forth, the Parties agree as follows:

1. Approval of Agreement. The District hereby becomes a party to the Development Agreement and assumes all obligations, requirements, and limitations in the Development Agreement that are applicable to the District.

2. Consideration. Execution of this Agreement by the parties constitutes full satisfaction of Section 7987.107 of the District Legislation. The City acknowledges that execution of this Agreement removes all restrictions on the District's undertaking

improvement projects, imposing taxes or fees, and issuing bonds or otherwise borrowing money in accordance with Section 7987.107 of the District Legislation.

EXECUTED AND APPROVED AS OF THE LATER DATE SET OUT BELOW.

**NEW FAIRVIEW MUNICIPAL UTILITY
DISTRICT NO. 1**

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Name: _____
Title: _____

ATTEST:

CITY OF NEW FAIRVIEW

City Secretary

By: _____
Joe Max Wilson, Mayor

Date: _____

**APPROVED AS TO FORM AND
LEGALITY:**

Bradley Anderle, City Attorney

LACKLAND FAIRVIEW, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF TARRANT §

This instrument was acknowledged before me on _____, 2019, by
_____, _____ of Lackland Fairview, LLC, a
Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Exhibit I
ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of the _____ day of _____, between _____, a _____ ("Assignor"), and _____, a _____ ("Assignee") (Assignor and Assignee are hereinafter sometimes collectively referred to as the "Parties").

RECITALS:

A. Assignor is the owner of the rights of Owner under that certain Development Agreement for Fairview Meadows between the City of New Fairview and Lackland Fairview, LLC effective as of _____, 2018 (the "Agreement") relating to the development of the Project (as described therein), to the extent that the Agreement covers, affects, and relates to the lands described in Exhibit A attached hereto (the "Transferred Property").

B. Assignor desires to assign certain of its rights under the Agreement as it relates to the Transferred Property to Assignee, and Assignee desires to acquire such rights, on and subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and obligations set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree and act as follows:

1. Certain Defined Terms. Unless indicated otherwise herein, capitalized terms in this Assignment shall have the same meanings ascribed to them in the Agreement.

2. Assignment. Subject to all of the terms and conditions of this Assignment, Assignor hereby assigns all [or describe specifically assigned rights if partial] of its rights under the Agreement, insofar as the Agreement covers, affects, and relates to the Transferred Premises.

3. Assumption. Assignee hereby assumes all obligations of Assignor and any liability that may result from acts or omissions by Assignee under the Agreement as it relates to the Transferred Property that may arise or accrue from and after the effective date of this Assignment, and Assignor is hereby released from all such obligations and liabilities from and after the effective date of this Assignment; provided, however, this Assignment does not release Assignor from any liability that resulted from an act or omission by Assignor that occurred prior to the effective date of this Assignment unless the City approves the release in writing.

4. **Governing Law.** THIS ASSIGNMENT MUST BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AS THEY APPLY TO CONTRACTS PERFORMED WITHIN THE STATE OF TEXAS AND WITHOUT REGARD TO ANY CHOICE OF LAW RULES OR PRINCIPLES TO THE CONTRARY.

5. **Counterpart/Facsimile Execution.** This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original.

6. **Notice to City.** A copy of this Assignment shall be provided to the City of New Fairview within fifteen (15) days after execution.

7. **Binding Effect.** This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignees and their respective heirs, personal representative, successors, and assigns.

EXECUTED as of the day and year first written above.

ASSIGNOR:

By: _____
Printed _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Printed _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

SWORN TO AND SUBSCRIBED before me on the ____ day of _____,
20____, by _____.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

SWORN TO AND SUBSCRIBED before me on the ____ day of _____,
20____, by _____.

Notary Public, State of Texas

EXHIBIT J

Map of the In-City Property



SURVEY WITH IMPROVEMENTS

BEING A 634.507 ACRES TRACT OF LAND CALLED OUT OF THISTLE CARPENTER SURVEY, ABSTRACT NO. 172 AND THE W. BRAMBLEY SURVEY, ABSTRACT NO. 123, WISE COUNTY, TEXAS, BEING THE SAME AS THE CERTAIN TRACTS OF LAND AS DESCRIBED IN VOLUMES 155, PAGE 583, & VOLUME 122, PAGE 290, DEED RECORDS, WISE COUNTY, TEXAS, CONTAINING ALL OF THOSE CERTAIN TRACTS OF LAND AS DESCRIBED IN CLERK FILE NO. 201600523 & CLERK FILE NO. 201600522, OFFICIAL RECORDS, WISE COUNTY, TEXAS; BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THENCE ALONG THE SOUTH & EAST LINES OF SAID 30 ACRES AS FOLLOWS:

1) N 89°35'28" E 2484.06 FEET TO A 4" STEEL FENCE CORNER POST, FOR AN ELL CORNER OF THIS TRACT.

2) N 01°02'34" W 533.58 FEET TO A FOUND 1" IRON PIPS AT THE SOUTHEAST CORNER OF THAT CALLED 187.08 ACRES AS DESCRIBED IN CLERK FILE NO. 201322567, O.R.W.C.T. FOR A CORNER OF THIS TRACT.

3) THENCE N 00°16'14" E 349.12 FEET TO A FOUND 3/8" IRON ROD AT THE SOUTHWEST CORNER OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN VOLUME 1543, PAGE 644, O.R.W.C.T., FOR THE NORTHWEST CORNER OF THIS TRACT.

4) THENCE N 89°40'40" E AT 1203.8 FEET PASS A POUND 1/2" IRON ROD WITH PLASTIC CAP STAMPED "MANNING" AT THE NORTHWEST CORNER OF THAT CALLED 34.00 ACRES TRACT OF LAND DESCRIBED IN CLERK FILE NO. 201600522, O.R.W.C.T., AT 2509.13 FEET PASS A POUND 3/8" IRON ROD IN THE FENCED WEST LINE OF PIONEER STREET, A GRAVEL SURFACE, FOR A TOTAL DISTANCE OF 2632.66 FEET TO A POINT, FOR THE NORTHEAST CORNER OF THIS TRACT.

5) THENCE S 00°25'18" E 3975.79 FEET WITHIN SAID PIONEER STREET TO A POINT, AT THE NORTHEAST CORNER OF THAT CALLED 3.673 ACRES CONVEYED TO BRAZOS ELECTRIC POWER COOPERATIVE, INC. IN VOLUME 931, PAGE 493, O.R.W.G.T. FOR A CORNER OF THIS TRACT.

THENCE ALONG THE NORTH, WEST, & SOUTH LINES OF SAID BRAZOS ELECTRIC TRACT AS FOLLOWS:

6) S 89°39'22" W 400.00 FEET TO A FOUND CAPPED 3/4" IRON ROD

6) N 89°39'51" E 400.01 FEET TO A POINT WITHIN SAID PIONEER STREET, FOR A CORNER OF THIS TRACT.

9) THENCE S 00°20'12" E 358.93 FEET WITHIN SAID PIONEER STREET TO A FOUND 3/8" IRON ROD IN THE NORTH LINE OF THAT CALLED 80 ACRES TRACT OF LAND DESCRIBED IN VOLUME 1547, PAGE 588, O.R.W.C.T., FOR THE EASTERLY SOUTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE COMMON LINE OF SAID FIFTH TRACT (V. 123, P. 290) & SAID 80 ACRES TRACT AS FOLLOWS:

10) S 89°16'40" W 2595.51 FEET TO A FOUND 3/8" IRON ROD;

11) S 00°41'22" E 1600.91 FEET TO A POINT WITHIN PIONEER STREET, AN ASPHALT SURFACE, AT THE SOUTHEAST CORNER OF THAT CALLED 22.00 ACRES TRACT OF LAND DESCRIBED IN CLERK FILE NO. 201606523, O.R.W.C.T., FOR SOUTHERLY SOUTHEAST CORNER OF THIS TRACT.

12) THENCE N 89°57'00" W WITHIN SAID PIONEER STREET AT 772.70 FEET PASS A FOUND P.K. NAIL IN ASPHALT AT THE SOUTHWEST CORNER OF SAID 22.00 ACRES, FOR A TOTAL DISTANCE OF 2919.89 FEET TO A POINT IN THE SIMPLE CURVE OF A SPIRAL CURVE, BEING THE EAST LINE OF SAID FORT WORTH & DENVER CITY RAILROAD RIGHT OF WAY, FOR THE SOUTHWEST CORNER OF THIS TRACT, WHENCE A FOUND PK NAIL BEARS S 89°57'00" E 1.58 FEET.

THENCE FIFTY FEET EAST OF & PERPENDICULAR TO THE CENTER OF THE EXISTING RAILROAD LINE AS FOLLOWS:
SC1) ALONG THE ARC OF A SIMPLE CURVE TO THE RIGHT, HAVING A RADIUS OF 2873.39 FEET, AN ARC LENGTH OF
195.21 FEET, AND WHOSE CHORD BEARS N 01°50'09" W 195.17 FEET TO A SET 1/2" IRON ROD WITH PLASTIC CAP AT
THE CURVE TO SPIRAL. A CHORD BEARS N 02°35'55" E 376.69 FEET TO THE SPIRAL TO TANGENT.

13) N 03°50'04" E 5090.43 FEET TO THE POINT OF BEGINNING.

BEARINGS & DISTANCES DERIVED FROM G.P.S. OBSERVATIONS PERFORMED BY CARTER SURVEYING & MAPPING, INC.
AND REFLECT SURFACES ADJUSTED, M.A.D. 1983, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE
4202, USING TEXAS DEPARTMENT OF TRANSPORTATION SURFACE ADJUSTMENT FACTOR OF 1.00012.

I, LOUANN HAMILTON, R.P.L.#06-5863, DO HEREBY RATIFY THIS TITLE COMPANY, CHICAGO TITLE INSURANCE COMPANY, AND SACKLAW HOLDINGS, L.L.C., THAT THE ABOVE DEED OR PROPERTY WAS PREPARED ON THE GROUNDS OF MY OWN FREE DISCRETION, SUPERVISION, VERBAL CONTRACTS, ENCUMBRANCES, AND OVERLAYS ARE SHOWN ON THIS PLAT OR AS ATTACHED LEGALLY TO THE SAME AND I AGREE TO SIGN ANY INSTRUMENT NECESSARY TO RECORD THE REFERENCE AS SHOWN; AND THE INFORMATION PRESENTED IS TRUE & CORRECT. IN ADDITION, I AM NOT INTENDING TO EXPRESS OR IMPLY WARRANTY OR GUARANTEE OF OWNERSHIP AND THIS SURVEY IS SUBJECT TO ALL APPLICABLE COPYRIGHT LAWS FROM THE DATE OF THIS SURVEY. PROTECT ALL PARTIES. THIS SURVEY ONLY VALID IF ORIGINAL SEAL AND SIGNATURE APPEARS ON THE FACE OF THIS SURVEY IN BLUE INK.

MICHAEL HAMILTON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5055,
CARTER SURVEYING & MAPPING, 310A PALO PINTO ST. WEATHERFORD, TX 76088
DATE: AUGUST 16, 2016 - D1746720

1) THIS SHOWY ONLY VALD FOR AFS ONLY EASMENTS AND RESTRICTIONS LATER ON TITLE COMMITMENT No. 14-011111 WERE RECORDED WITH THIS CURVE.

STORY TO THE FOLLOWING BLACKST EACMENTS AS RECORDED IN:
 COC# 7343228, R. 244, E. 124, S. 173, R. 63, W. 273, R. 94, W. 272, R. 42, W. 273, R. 54, W. 712, R. 714, W. 761, R.
 214, W. 747, R. 812, W. 712, R. 72, W. 943, R. 24, W. 1462, R. 612, W. 1331, R. 177, W. 1331, R. 752, W. 1372, R. 431, W.
 1372, R. 434, W. 1442, R. 94, W. 1442, R. 94, W. 1442, R. 94, W. 1362, R. 432, W. 1396, R. 472, W. 1396, R. 476, W. 1396,
 R. 476, W. 2622, R. 412, W. 2622, R. 514, W. 2312, R. 574, W. 2612, R. 612, REAL PROPERTY EXEMPTED, WICK
 COUNTY, TEXAS.

RUBBER TO THE FOLLOWING SHOWN SACRAMENTS AS REQUIRED BY

U. 386, R. 672 (HONOLULU); U. 942, R. 412 (HONOLULU); R.P.P.C.T.

ACCORDING TO EXHIBIT DESCRIPTION, VISUALLY APPARENT LOCATION OF UTILITY IN THE FIELD PLAT OF SECTION AND CORRESPONDING PROFESSIONAL OFFICE.

2) AT THE TIME OF THIS INFILTRATION, PORTIONS OF THIS TRACT APPEARS TO BE LOCATED WITHIN SPECIAL FLAZO RAZAS INC "A" - AREAS SUBJECT TO INCENTATION OFFICE THE 146 ANNUAL CHARTER FLOOR. ACCORDING TO MAP NUMBER 48-05-106-160, DATED DECEMBER 14, 1971, FOR UP TO DATE FLAZO RAZAS

IF UNDERGROUND UTILITIES WERE NOT LOCATED DURING THE SURVEY, CALL TOLLFREE 1 (866) 344-6237
AND/OR VISIT FINDIT.FIRSTENERGY.COM FOR LOCATION OR CONSTRUCTION.

4) DURING CONSTRUCTION PLEASE CONTACT ALL APPLICABLE CENTRIC ENTITIES REGARDING RULES & REGULATIONS THAT MAY AFFECT CONSTRUCTION ON THIS PROPERTY. (I.E. ARCHITECTURAL CONTROL COMMITTEE, MUNICIPAL REQUIREMENTS, HOMEOWNERS ASSOC., ETC.)

6) SURVEY LINE ARE APPROXIMATE AS PER THE CENTRAL LAND OFFICE CHARTER.



CARTER SURVEYING
— & MAPPING, INC. —
110-A PALO PINTO STREET - WEATHERFORD, TEX.
(713) 574-0022 - (713) 574-0023

EXHIBIT K

Legal Description of the In-City Property

BEING A 634.507 ACRES TRACT OF LAND CALLED OUT OF THE T. CARPENTER SURVEY, ABSTRACT NO. 172 AND THE W. BRAMLETT SURVEY, ABSTRACT NO. 123, WISE COUNTY, TEXAS: BEING ALL OF THOSE CERTAIN TRACTS OF LAND AS DESCRIBED IN VOLUME 155, PAGE 580, & VOLUME 123, PAGE 290, DEED RECORDS, WISE COUNTY, TEXAS, AND CONTAINING ALL OF THOSE CERTAIN TRACTS OF LAND AS DESCRIBED IN CLERK FILE NO. 201600522 & CLERK FILE NO. 201600523, OFFICIAL RECORDS, WISE COUNTY, TEXAS: BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET 1/2" IRON ROD WITH PLASTIC CAP IN THE EAST LINE OF THE FORT WORTH & DENVER CITY RAILROAD RIGHT OF WAY, BEING FIFTY FEET EAST OF & PERPENDICULAR TO THE CENTER OF THE EXISTING RAILROAD LINE, AT THE NORTHWEST CORNER OF THE THIRD TRACT (V. 123, P. 290), SAME BEING THE SOUTHWEST CORNER OF A CALLED 30 ACRES TRACT OF LAND DESCRIBED IN VOLUME 5, PAGE 151, D.R.W.C.T., FOR THE NORTHWEST AND BEGINNING CORNER OF THIS TRACT.

THENCE ALONG THE SOUTH & EAST LINES OF SAID 30 ACRES AS FOLLOWS:

1) N 89°35'28" E 2484.06 FEET TO A 4" STEEL FENCE CORNER POST, FOR AN ELL CORNER OF THIS TRACT.
2) N 01°02'34" W 533.58 FEET TO A FOUND 1" IRON PIPE AT THE SOUTHEAST CORNER OF THAT CALLED 187.08 ACRES AS DESCRIBED IN CLERK FILE NO. 201322567, O.R.W.C.T., FOR A CORNER OF THIS TRACT.

3) THENCE N 00°16'14" E 349.12 FEET TO A FOUND 3/8" IRON ROD AT THE SOUTHWEST CORNER OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN VOLUME 1643, PAGE 644, O.R.W.C.T., FOR THE NORTHWEST CORNER OF THIS TRACT.

4) THENCE N 89°40'40" E AT 1203.8 FEET PASS A FOUND 1/2" IRON ROD WITH PLASTIC CAP STAMPED "MANNING" AT THE NORTHWEST CORNER OF THAT CALLED 34.00 ACRES TRACT OF LAND DESCRIBED IN CLERK FILE NO. 201600522, O.R.W.C.T., AT 2609.13 FEET PASS A FOUND 3/8" IRON ROD IN THE FENCED WEST LINE OF PIONEER STREET, A GRAVEL SURFACE, FOR A TOTAL DISTANCE OF 2632.66 FEET TO A POINT, FOR THE NORTHEAST CORNER OF THIS TRACT.

5) THENCE S 00°25'18" E 3975.79 FEET WITHIN SAID PIONEER STREET TO A POINT, AT THE NORTHEAST CORNER OF THAT CALLED 3.673 ACRES CONVEYED TO BRAZOS ELECTRIC POWER COOPERATIVE, INC. IN VOLUME 931, PAGE 495, O.R.W.C.T., FOR A CORNER OF THIS TRACT.

THENCE ALONG THE NORTH, WEST, & SOUTH LINES OF SAID BRAZOS ELECTRIC TRACT AS FOLLOWS:

6) S 89°39'22" W 400.00 FEET TO A FOUND CAPPED 3/4" IRON ROD;
7) S 00°20'10" E 399.94 FEET TO A FOUND CAPPED 3/4" IRON ROD;
8) N 89°39'51" E 400.01 FEET TO A POINT WITHIN SAID PIONEER STREET, FOR A CORNER OF THIS TRACT.

9) THENCE S 00°20'12" E 358.93 FEET WITHIN SAID PIONEER STREET TO A FOUND 3/8" IRON ROD IN THE NORTH LINE OF THAT CALLED 80 ACRES TRACT OF LAND DESCRIBED IN VOLUME 1547, PAGE 588, O.R.W.C.T., FOR THE EASTERLY SOUTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE COMMON LINE OF SAID FIFTH TRACT (V. 123, P. 290) & SAID 80 ACRES TRACT AS FOLLOWS:

10) S 89°16'40" W 2595.51 FEET TO A FOUND 3/8" IRON ROD;

11) S 00°41'22" E 1800.91 FEET TO A POINT WITHIN PIONEER STREET, AN ASPHALT SURFACE, AT THE SOUTHEAST CORNER OF THAT CALLED 22.00 ACRES TRACT OF LAND DESCRIBED IN CLERK FILE NO. 201600523, O.R.W.C.T., FOR THE SOUTHERLY SOUTHEAST CORNER OF THIS TRACT.

12) THENCE N 89°57'00" W WITHIN SAID PIONEER STREET AT 772.70 FEET PASS A FOUND P.K. NAIL IN ASPHALT AT THE SOUTHWEST CORNER OF SAID 22.00 ACRES, FOR A TOTAL DISTANCE OF 2919.89 FEET TO A POINT IN THE SIMPLE CURVE OF A SPIRAL CURVE, BEING THE EAST LINE OF SAID FORT WORTH & DENVER CITY RAILROAD RIGHT OF WAY, FOR THE SOUTHWEST CORNER OF THIS TRACT. WHENCE A FOUND PK NAIL BEARS S 89°57'00" E 1.58 FEET.

THENCE FIFTY FEET EAST OF & PERPENDICULAR TO THE CENTER OF THE EXISTING RAILROAD LINE AS FOLLOWS:

SC1) ALONG THE ARC OF A SIMPLE CURVE TO THE RIGHT, HAVING A RADIUS OF 2873.39 FEET, AN ARC LENGTH OF 195.21 FEET, AND WHOSE CHORD BEARS N 01°50'09" W 195.17 FEET TO A SET 1/2" IRON ROD WITH PLASTIC CAP AT THE CURVE TO SPIRAL, A CHORD BEARS N 02°35'55" E 376.69 FEET TO THE SPIRAL TO TANGENT;

13) N 03°50'04" E 5090.43 FEET TO THE POINT OF BEGINNING.

BEARINGS & DISTANCES DERIVED FROM G.P.S. OBSERVATIONS PERFORMED BY CARTER SURVEYING & MAPPING, INC. AND REFLECT SURFACE ADJUSTED, N.A.D. 1983, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, USING TEXAS DEPARTMENT OF TRANSPORTATION SURFACE ADJUSTMENT FACTOR OF 1.00012.

EXHIBIT L-1

First Amendment

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
FOR FAIRVIEW MEADOWS**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR FAIRVIEW MEADOWS ("First Amendment") is made and entered into by and between Lackland Fairview, LLC, a Texas limited liability company ("Owner"), the New Fairview Municipal Utility District No. 1 (the "District"), and the City of New Fairview, Texas (the "City"), to be effective on the Effective Date.

RECITALS

WHEREAS, Owner, the District, and the City previously entered into the Development Agreement for Fairview Meadows (the "Development Agreement"), approved by Council on December 3, 2018, establishing the rules and regulations for the development of approximately 634.507 acres in the City's extraterritorial jurisdiction described in Exhibit B to the Development Agreement; and

WHEREAS, the Development Agreement is recorded as Instrument No. 201902242 in the Wise County Real Property Records; and

WHEREAS, Owner has proposed a revision to the Development Agreement; and

WHEREAS, the parties wish to memorialize the revision by amending the Development Agreement accordingly.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements reached between Owner, the District, and the City, all of which are expressly set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is also hereby acknowledged, the parties agree as follows:

1. Section 3.02(1) is replaced in its entirety to read as follows:

Minimum masonry requirement: Shall be 80%, excluding doors and windows. Cementitious siding shall be classified as a masonry product.

2. Paragraph 4.02 is replaced in its entirety to read as follows:

4.02 Plat Approval. Subdivision of the Property or any portion thereof shall require approval of plats in accordance with the Subdivision Regulations; provided, however, conveyance by metes and bounds of any portion of the Property to any person for the purpose of qualifying such person to be a member of the board of directors of the District shall not be considered a subdivision of land requiring a plat or otherwise requiring City approval. The parties acknowledge that the Property will be developed in phases. Owner must present a preliminary plat for each phase. The preliminary plat must comply with Sections 2-2.b.1 through 2-2.b.12 in the

Subdivision Ordinance. The Owner must also submit a final plat for each phase. A final plat for the first phase may be submitted for consideration simultaneously with the preliminary plat for the first phase. All subsequent final plats may not be submitted until the preliminary plat for the same phase has been approved. All plats must be consistent with the Concept Plan. Notwithstanding the Governing Regulations or any other provision of this Agreement to the contrary, Owner may record each final plat in the County plat records after City Council approval of such plat while Public Improvements to serve the platted area are under construction, prior to completion of the Public Improvements and without having to post security for construction of the Public Improvements. The City is not responsible for completion of any Public Improvements in case of default by Owner.

3. Paragraph 4.05 is replaced in its entirety to read as follows:

4.05 Building Permits; Inspections.

(a) No structure shall be constructed on the Property unless the City has issued a building permit for the structure and the applicable Permit Fees have been paid, as if such structures were constructed within the City's corporate limits. Building Permits shall be issued in accordance with the Governing Regulations. The City shall not issue a building permit for a structure until after a final plat is recorded covering the portion of the Property where the structure is to be constructed. Completion of construction of Public Improvements or posting of security for construction of such improvements is not a prerequisite for recording a final plat or issuing a building permit. Completion of construction of Public Improvements to serve a structure is a prerequisite for the issuance of a final certificate of occupancy for a structure. No structure on the Property may be occupied until the City issues a final certificate of occupancy, or similar permit, for the structure. The final certificate of occupancy shall be issued for a structure once construction has been completed and the structure has been inspected and determined to be in compliance with all of the Governing Regulations and all Public Infrastructure to serve such structure has been completed.

(b) All structures constructed on the Property shall be subject to the same inspection requirements, including the Inspection Fees, as if such structures were constructed within the City's corporate limits.

4. Owner, the District, and the City further agree that all other terms and provisions of the Development Agreement that are not modified hereby shall remain in full force and effect.

EXECUTED to be effective as of the latest date of the signatures below ("Effective Date").

[Signature Page to Follow]

CITY OF NEW FAIRVIEW, TEXAS:

By: _____
Title: Joe Wilson, Mayor
Date: _____

ATTEST:

By: _____
Name: Monica Rodriguez
Title: City Secretary

APPROVED AS TO FORM:

By: _____
Name: Bradley A. Anderle
Title: City Attorney


THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022, by Joe Wilson, Mayor of the City of New Fairview, Texas, on behalf of such city.

Notary Public, State of Texas

_____, President
Date: _____

ATTEST:

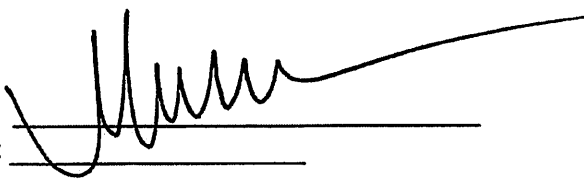

_____, Secretary

THE STATE OF TEXAS §

COUNTY OF _____ §

Notary Public, State of Texas

**LACKLAND FAIRVIEW, LLC,
a Texas limited liability company**

By: 
Name: _____
Title: _____
Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2022, by _____, the _____ of Lackland Fairview, LLC, a Texas limited liability company on behalf of such limited liability company.

Notary Public, State of Texas

EXHIBIT L-2

Second Amendment

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT
FOR FAIRVIEW MEADOWS**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT FOR FAIRVIEW MEADOWS ("First Amendment") is made and entered into by and between **Lackland Fairview, LLC, a Texas limited liability company** ("Owner"), the **New Fairview Municipal Utility District No. 1** (the "District"), and the **City of New Fairview, Texas** (the "City"), to be effective on the Effective Date.

RECITALS

WHEREAS, Owner, the District, and the City previously entered into the Development Agreement for Fairview Meadows (the "Development Agreement"), approved by Council on December 3, 2018, establishing the rules and regulations for the development of approximately 634.507 acres in the City's extraterritorial jurisdiction described in Exhibit B to the Development Agreement; and

WHEREAS, the Development Agreement is recorded as Instrument No. 201902242 in the Wise County Real Property Records; and

WHEREAS, the parties previously entered into the First Amendment to Development Agreement for Fairview Meadows on _____; and

WHEREAS, the parties wish to pursue a revision to the Development Agreement; and

WHEREAS, the parties wish to memorialize the revision by amending the Development Agreement accordingly.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements reached between Owner, the District, and the City, all of which are expressly set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is also hereby acknowledged, the parties agree as follows:

1. The Development Agreement is amended to add paragraphs 10.04, 10.05, 10.06, and 10.07 to read as follows:

10.04 City Consent to Addition of Land to District. The City consents to the annexation of the Additional Property by the District, subject to the conditions contained in the consent resolution, Resolution No. _____, approved by the City Council of the City on November 2, 2020.

10.05 Limitation of Obligations. The District agrees that the limitation on the issuance of Obligations in Paragraph 9.08 of this Agreement includes any Obligations for the costs of infrastructure within the Additional Property.

10.06 Strategic Partnership Agreement. Owner agrees that it is not entitled to reimbursement for the costs of any infrastructure within the Additional Property and the District agrees that it shall not reimburse Owner for the costs of any infrastructure within the Additional Property, unless and until the District has entered into a strategic partnership agreement with the City setting forth the terms for the existence and operation of the District within the City's corporate limits.

10.07 Termination of Conditions. If within 4 years of the date hereof the City does not provide the District with written notice of its intent to negotiate or its desire to assume operations of the District's water, sewer, parks, streets, and other general municipal government services, then the conditions and limitations in paragraphs 10.05 and 10.06 shall terminate. If the City has not assumed operations of the District's water and sewer system within 6 years of the date hereof, the conditions and limitations in paragraphs 10.05 and 10.06 shall terminate.

2. Owner, the District, and the City further agree that all other terms and provisions of the Development Agreement that are not modified hereby shall remain in full force and effect.

EXECUTED to be effective as of the latest date of the signatures below ("Effective Date").

[Signature Page to Follow]

CITY OF NEW FAIRVIEW, TEXAS:

By: Scott G. Johnson for
Title: Joe Wilson, Mayor
Date: November 2, 2020

ATTEST:

By: Monica Rodriguez
Name: Monica Rodriguez
Title: City Secretary

APPROVED AS TO FORM:

By: _____
Name: Bradley A. Anderle
Title: City Attorney

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020, by
Joe Wilson, Mayor of the City of New Fairview, Texas, on behalf of such city.

Notary Public, State of Texas

NEW FAIRVIEW MUNICIPAL UTILITY DISTRICT NO. 1:

_____, President

Date: _____

ATTEST:

_____, Secretary

(DISTRICT SEAL)

THE STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, the President of the Board of Directors of New Fairview Municipal Utility District No. 1, on behalf of such district.

Notary Public, State of Texas

**LACKLAND FAIRVIEW, LLC,
a Texas limited liability company**

By: _____
Name: _____
Title: _____
Date: _____

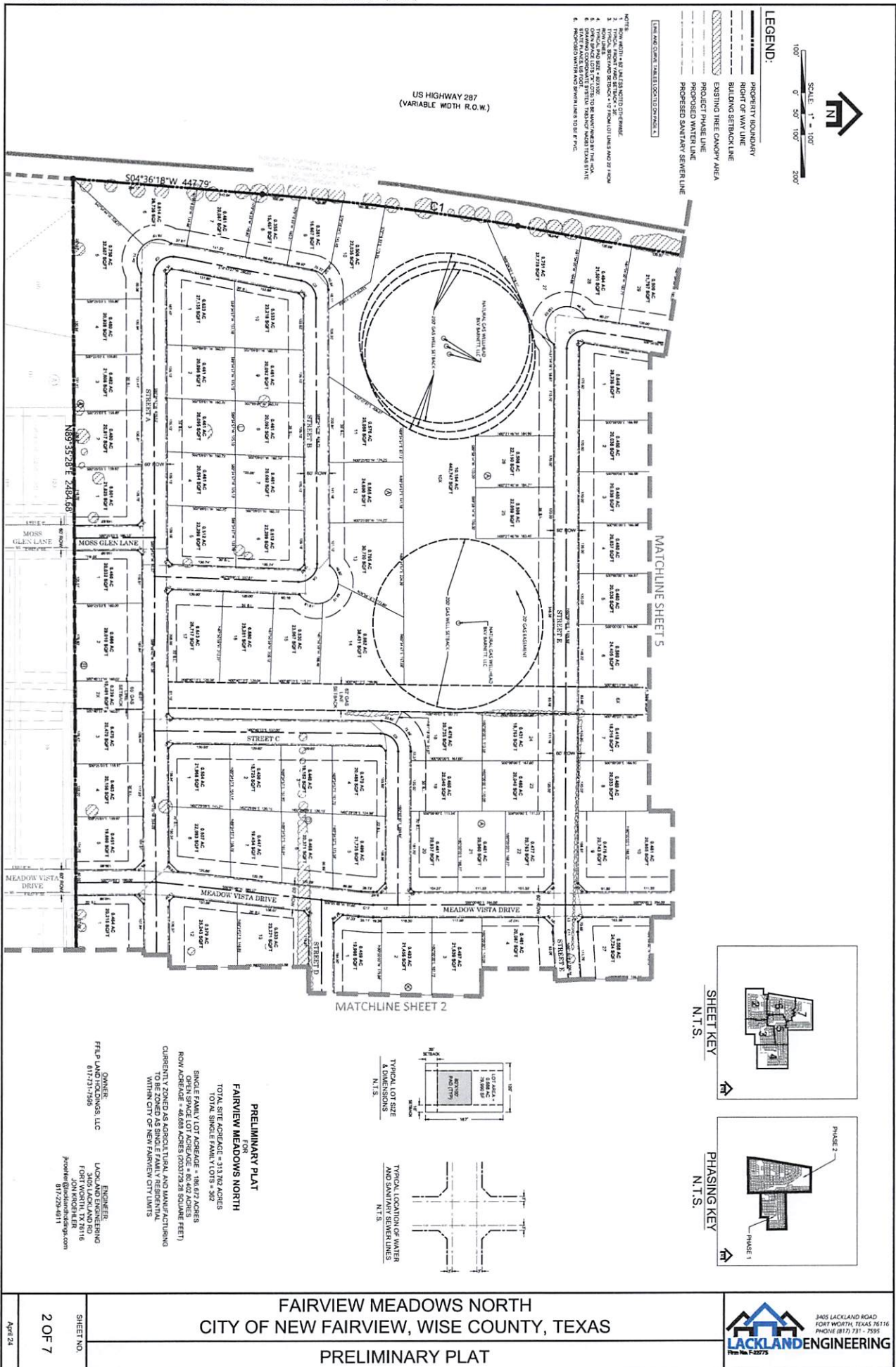
THE STATE OF TEXAS §
 §
COUNTY OF _____ §

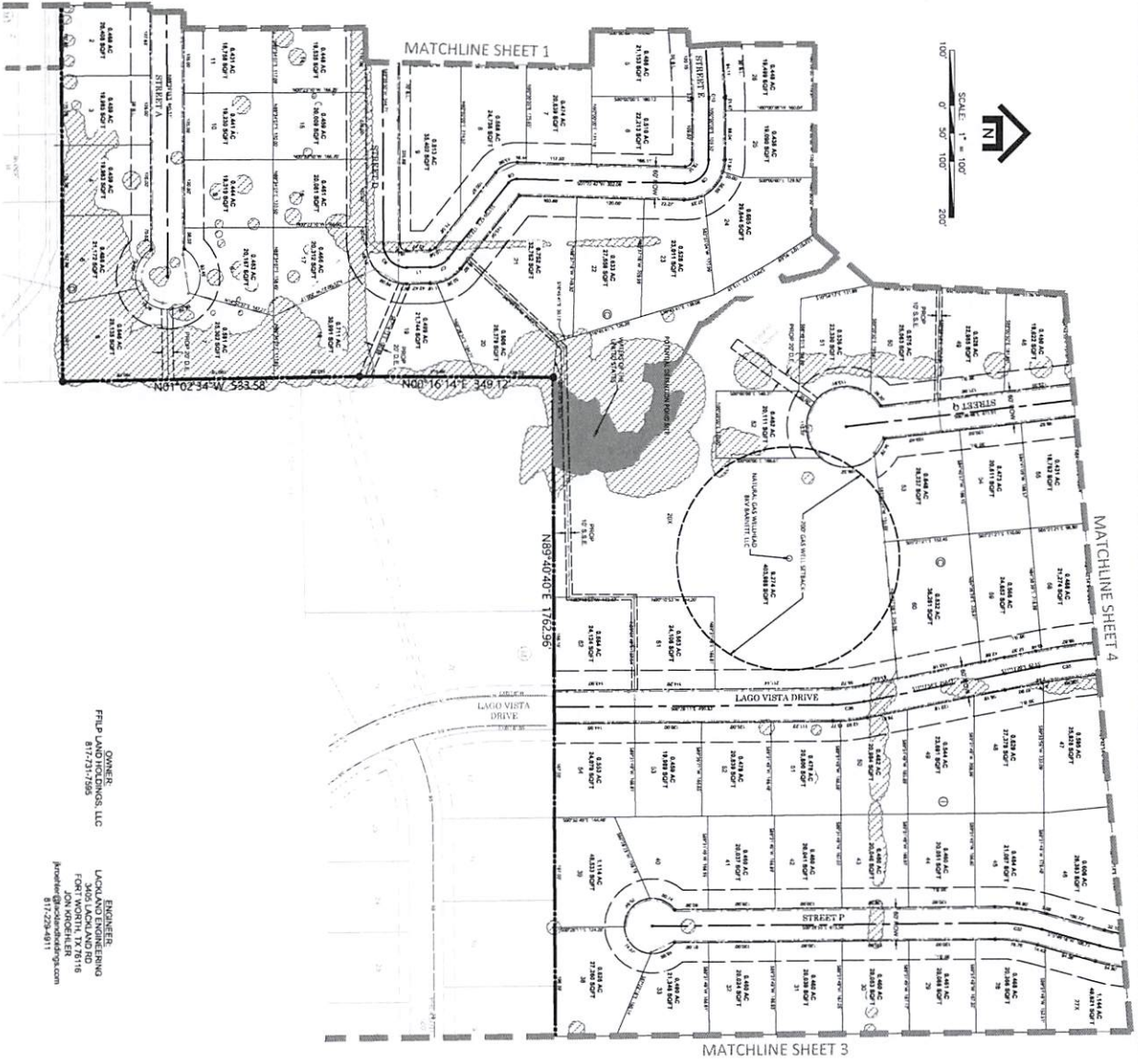
This instrument was acknowledged before me on the ____ day of _____, 2020, by _____, the _____ of Lackland Fairview, LLC, a Texas limited liability company on behalf of such limited liability company.

Notary Public, State of Texas

EXHIBIT M

Preliminary Plat for Fairview Meadows North





OWNER:
FLIP LAND HOLDINGS, LLC
817-731-7395

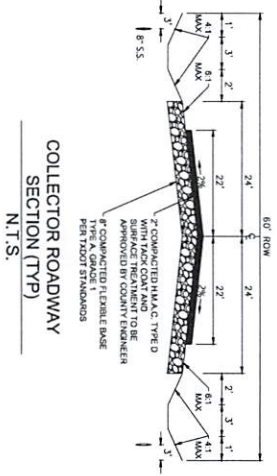
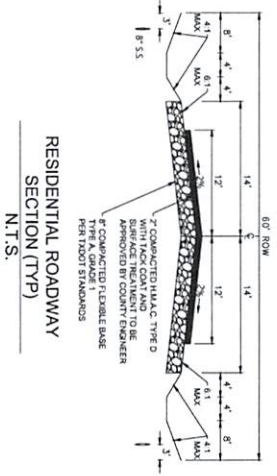
ENGINEER:
LACKLAND ENGINEERING
3405 LACKLAND RD
FORT WORTH, TEXAS 76116
JON WIDENHEIMER
817-228-4811

- LEGEND:**
- PROPERTY BOUNDARY
 - RIGHT OF WAY LINE
 - BUILDING SETBACK LINE
 - EXISTING TREE CANOPY AREA
 - PROJECT PHASE LINE
 - PROPOSED WATER LINE
 - PROPOSED SANITARY SEWER LINE

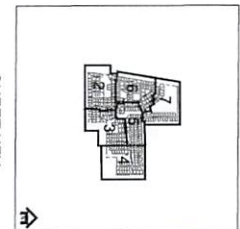
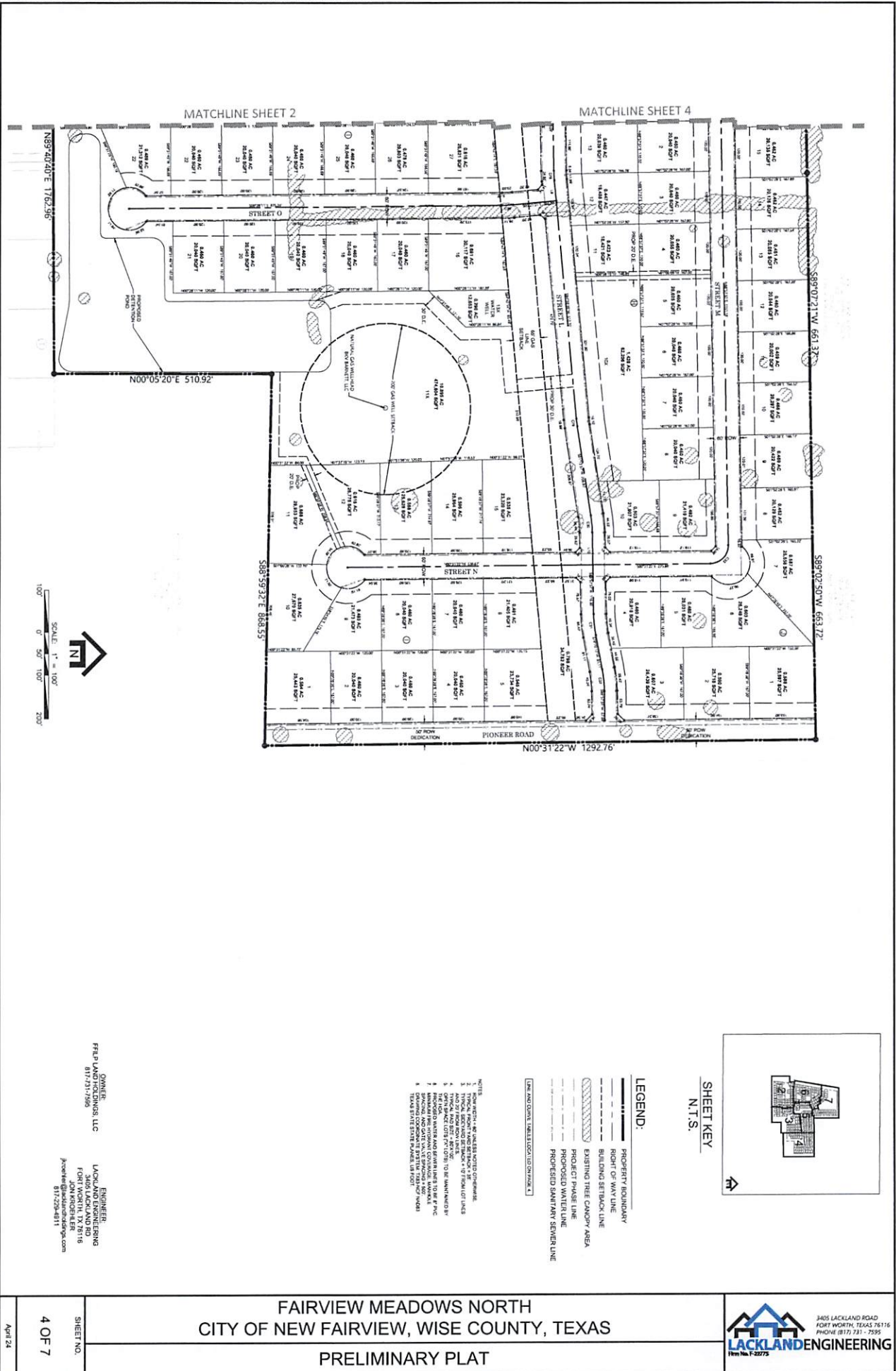
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N.T.S.



LINE AND CURVE TABLES LOCATED ON PAGE 3



FAIRVIEW MEADOWS NORTH
CITY OF NEW FAIRVIEW, WISE COUNTY, TEXAS
PRELIMINARY PLAT



SHEET KEY
N.T.S.

LEGEND:

- PROPERTY BOUNDARY
- RIGHT OF WAY LINE
- BUILDING SETBACK LINE
- EXISTING TREE CANOPY AREA
- PROJECT PHASE LINE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE

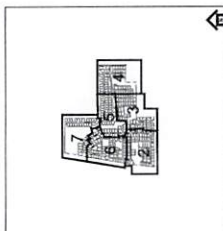
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OWNER:
FELP LAND HOLDINGS, LLC
817-231-7586

ENGINEER:
LACKLAND ENGINEERING
FORT WORTH, TX 76116
JON KROENKER
jkroenker@lacklandeng.com
817-231-7581

FAIRVIEW MEADOWS NORTH
CITY OF NEW FAIRVIEW, WISE COUNTY, TEXAS
PRELIMINARY PLAT





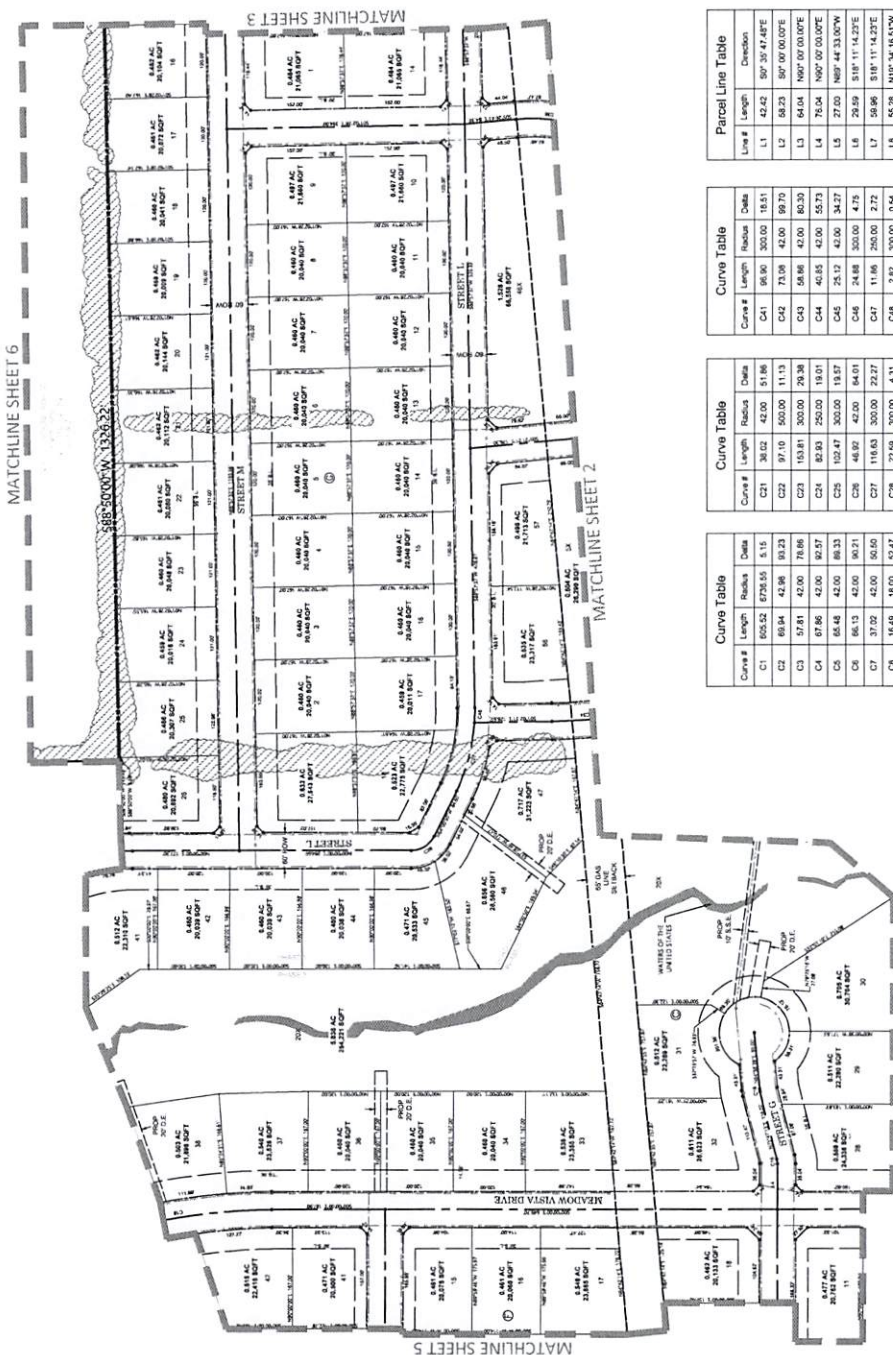
SHEET KEY
N.T.S.

- LEGEND:**
- PROPERTY BOUNDARY
 - RIGHT OF WAY LINE
 - BUILDING SETBACK LINE
 - EXISTING TREE CANOPY AREA
 - PROJECT PHASE LINE
 - PROPOSED WATER LINE
 - PROPOSED SANITARY SEWER LINE

- NOTES
1. ROW WIDTH - 8' UNLESS NOTED OTHERWISE.
 2. TYPICAL FRONT YARD SETBACK - 35'.
 3. TYPICAL SIDEYARD SETBACK - 10' FROM LOT LINES
 4. AND 20' FROM ROW LINES.
 5. TYPICAL PLOT SIZE - 87X107'.
 6. OPEN SPACE LOTS ("X" LOTS) TO BE MAINTAINED BY THE HOA.
 7. SPOISED WATCH AND SERVICE LINES TO BE P.V.C.
 8. REINFORCED CONCRETE DRIVEWAYS - 12" THICK.
 9. DRINKING WATER AND GATE VALVE SPACING - 600'
 10. DRAWING COORDINATE SYSTEM: TIES NOT NAD83
 11. TEXAS STATE PLANS, SYSTEM: US FOOT.

OWNER:
FILIP LAND HOLDINGS, LLC
817-731-7595

ENGINEER:
LACKLAND ENGINEERING
3405 LACKLAND RD
FORT WORTH, TX 76116
JON KROEHLER
jkroehler@lacklandholdings.com
817-290-4911



Parcel Line Table

Parcel Line Table		
Line #	Length	Direction
L.1	42.42	S0° 30' 47.48"E
L.2	58.23	S0° 00' 00.00"E
L.3	64.04	N00° 00' 00.00"E
L.4	76.04	N00° 00' 00.00"E
L.5	27.00	N89° 44' 33.00"W
L.6	29.59	S18° 11' 14.23"E
L.7	59.96	S18° 11' 14.23"E
L.8	55.28	N10° 34' 16.51"W
L.9	47.86	S84° 36' 38.07"W
L.10	75.80	S08° 57' 32.44"W

Curve Table

Curve Table				
Curve #	Length	Radius	Delta	
C41	98.90	300.00	18.51	
C42	73.08	42.00	99.70	
C43	58.86	42.00	80.30	
C44	40.85	42.00	55.73	
C45	25.12	42.00	34.27	
C46	24.88	300.00	4.75	
C47	11.86	250.00	2.72	
C48	2.83	300.00	0.54	

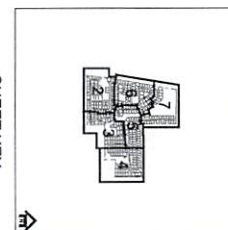
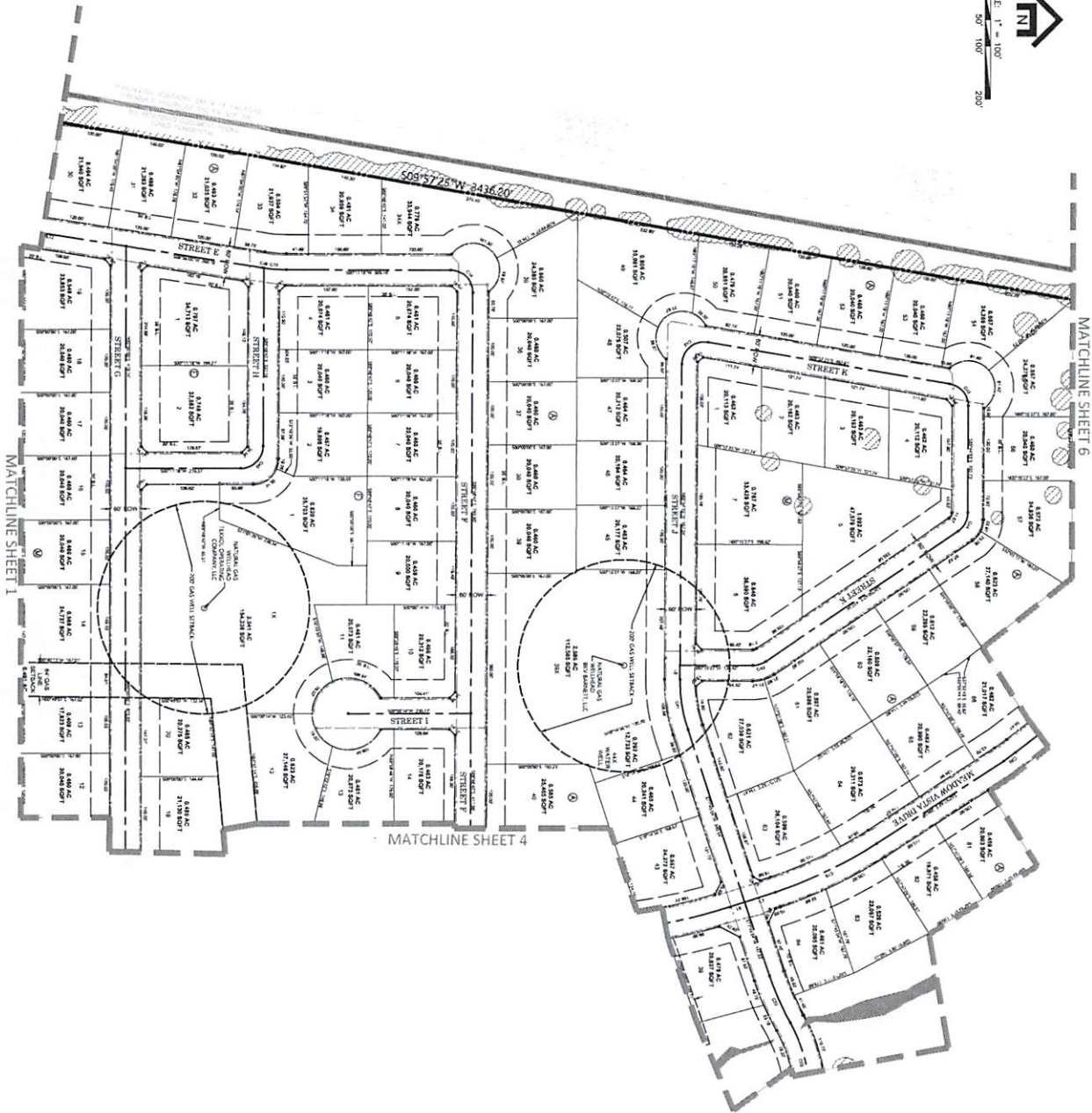
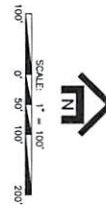
Curve Table

Curve	Convex	Length	Radius	Data
C1	C12	38.02	42.00	51.86
C2	C22	39.12	50.00	11.93
C3	C32	19.81	30.00	20.36
C4	C42	82.83	250.00	19.57
C5	C52	102.47	50.00	19.57
C6	C62	48.92	42.00	61.61
C7	C72	116.63	30.00	22.27
C8	C82	22.69	300.00	4.31
C9	C92	17.89	300.00	7.72
C10	C102	40.49	300.00	3.43
C11	C112	50.38	300.00	9.62
C12	C122	30.38	300.00	9.62
C13	C132	66.35	42.00	90.52
C14	C142	97.30	1000.00	5.97
C15	C152	103.72	1000.00	5.94
C16	C162	48.70	300.00	10.93
C17	C172	86.42	300.00	16.31
C18	C182	101.80	298.66	21.71
C19	C192	25.56	300.00	4.99
C20	C202	42.00	42.00	42.00

Curve Table

Curve	Length	Radius	Area
C1	605.92	8795.55	9.15
C2	605.92	42.98	93.23
C3	57.81	42.98	78.96
C4	57.86	42.98	92.37
C5	56.48	42.98	90.31
C6	56.13	42.98	90.21
C7	37.92	42.98	90.21
C8	16.49	16.00	52.47
C9	46.08	42.98	91.38
C10	2.69	43.08	36.68
C11	1.15	16.00	36.68
C12	72.52	42.98	90.93
C13	45.79	50.00	8.74
C14	65.97	43.00	90.00
C15	74.4	30.00	14.21
C16	4.54	30.00	8.86
C17	31.92	50.00	0.00
C18	306.92	1042.90	16.87
C19	212.42	862.90	14.45
C20	37.44	50.00	0.00





LEGEND:

- PROPERTY BOUNDARY
- RIGHT OF WAY LINE
- BUILDING SETBACK LINE
- EXISTING TREE CANOPY AREA
- PROJECT PHASE LINE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE

SEE ALSO SHEET 1 FOR A LOCATION MAP

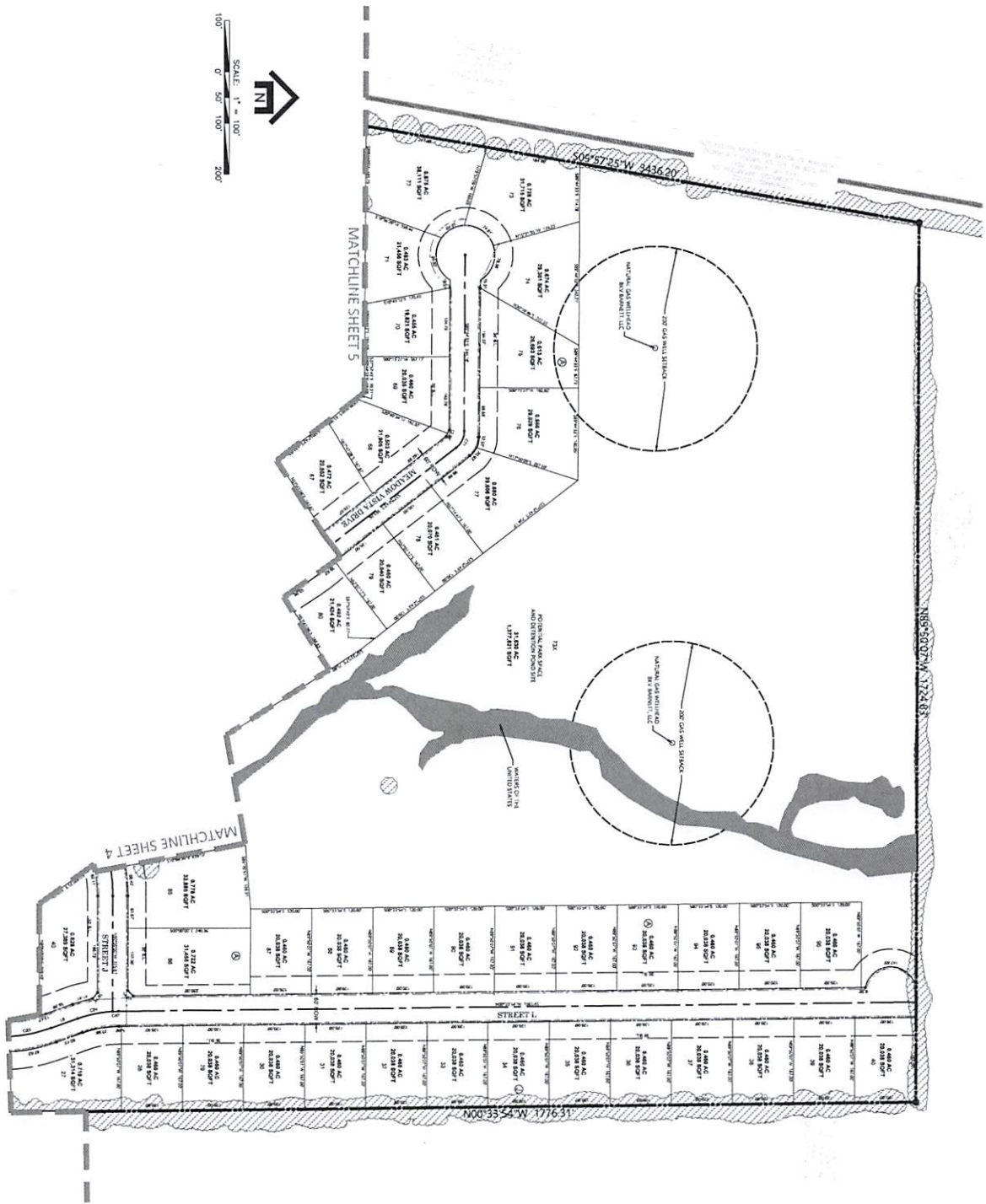
- NOTES:
1. TYPICAL FRONT YARD SETBACK - 30' FROM LOT LINE AND 30' FROM
 2. TYPICAL SIDE YARD SETBACK - 5' FROM LOT LINE AND 30' FROM
 3. TYPICAL REAR YARD SETBACK - 5' FROM LOT LINE AND 30' FROM
 4. GROUNDWATER DEPTH (10' TO 15') TO BE MAINTAINED AT THE 100'
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 7. GROUNDWATER DEPTH (10' TO 15') TO BE MAINTAINED AT THE 100'
 8. GROUNDWATER DEPTH (10' TO 15') TO BE MAINTAINED AT THE 100'

OWNER:
FELP LAND HOLDINGS, LLC
817/731-7585

ENGINEER:
LACKLAND ENGINEERING
FORT WORTH, TX 76116
JON KROENKE
jkroenke@lacklandeng.com
817/731-7585

FAIRVIEW MEADOWS NORTH CITY OF NEW FAIRVIEW, WISE COUNTY, TEXAS PRELIMINARY PLAT



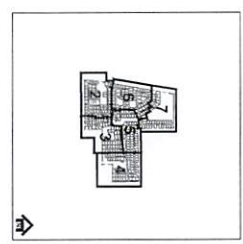


OWNER:
FFLP LAND HOLDINGS, LLC
817.231.7555

ENGINEER:
LACKLAND ENGINEERING
3405 LACKLAND ROAD
FORT WORTH, TEXAS 76116
PHONE (817) 731-7555
JLackland@lacklandengineering.com
817.225-4871

NOTES:
1. THIS PLAT IS A PRELIMINARY PLAT.
2. THE PLAT IS SUBJECT TO THE CITY OF FORT WORTH.
3. THE PLAT IS SUBJECT TO THE CITY OF FORT WORTH.
4. THE PLAT IS SUBJECT TO THE CITY OF FORT WORTH.
5. THE PLAT IS SUBJECT TO THE CITY OF FORT WORTH.
6. THE PLAT IS SUBJECT TO THE CITY OF FORT WORTH.
7. THE PLAT IS SUBJECT TO THE CITY OF FORT WORTH.
8. THE PLAT IS SUBJECT TO THE CITY OF FORT WORTH.

LEGEND:
PROPERTY BOUNDARY
RIGHT OF WAY LINE
BUILDING SETBACK LINE
EXISTING TREE CANOPY AREA
PROJECT PHASE LINE
PROPOSED WATER LINE
PROPOSED SANITARY SEWER LINE



FAIRVIEW MEADOWS NORTH
CITY OF NEW FAIRVIEW, WISE COUNTY, TEXAS
PRELIMINARY PLAT



April 24

7 OF 7

SHEET NO.

**AGREEMENT FOR CONSTRUCTION, FUNDING, AND ESCROW OF FUNDS FOR
PIONEER ROAD**

This **AGREEMENT FOR CONSTRUCTION, FUNDING, AND ESCROW OF FUNDS FOR PIONEER ROAD** (this "Agreement") is entered into on the day full executed by the Parties, to be effective as of the Effective Date (hereinafter defined) by and between **THE CITY OF NEW FAIRVIEW, TEXAS** (the "City"), **NEW FAIRVIEW 634, LLC**, a Texas limited liability company (the "Developer"), **NEW FAIRVIEW MUNICIPAL UTILITY DISTRICT NO. 1**, a political subdivision of the State of Texas (the "District"), and **PLAINSCAPITAL BANK**, a Texas state financial institution (the "Escrow Agent"). The City, the Developer, the District and the Escrow Agent will each be individually referred to herein as a "Party" and be collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the District is a political subdivision of the State of Texas, operating under the provisions of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, as amended, and Chapter 7987 of the Special District Local Laws Code; and

WHEREAS, the Developer is developing approximately 948.270 acres of land more particularly described on **Exhibit "A"** attached hereto (the "Property"), all of which is located within the boundaries of the District, and of which approximately 313.763 acres of land is located wholly within the corporate limits of the City (the "In-City Property"); and

WHEREAS, Developer and the District previously entered into a Facilities and Operating Costs Reimbursement Agreement, dated October 12, 2020 (the "Reimbursement Agreement," a copy of which is attached hereto as **Exhibit "B"** and incorporated herein for all purposes), whereby Developer agreed to construct and fund certain facilities on behalf of the District so that land in the District could be served with public facilities; and

WHEREAS, the Parties desire that the Developer, on behalf of the District, shall construct a portion of Pioneer Road adjacent to the District and more particularly depicted in **Exhibit "C"** attached hereto (the "Road Improvements"); and

WHEREAS, the Parties further desire, in furtherance of such construction, that the District shall escrow eighty-eight and eighty-one hundredths percent (88.81%) of the total estimated costs of the Road Improvements as shown in **Exhibit "D"** attached hereto with the Escrow Agent for a total estimated amount to be escrowed by the District of \$2,736,199.73, of which \$695,183.58 shall be considered by the Developer, District, and City to be a pre-payment of roadway impact fees on the first 182 lots within the In-City Property in accordance with the terms of that certain Third Amendment to Development Agreement for Fairview Meadows dated _____, 2024 (the "Third Amendment"); and

WHEREAS, the District desires that Developer to escrow such funds with the Escrow Agent on behalf of the District pursuant to the terms of the Reimbursement Agreement; and

WHEREAS, The Developer, District, and City have agreed that, should the actual cost of the Road Improvements exceed the total estimated costs of the Road Improvements shown in **Exhibit "D"** attached hereto, any additional funds contributed by the Developer pursuant to Section 3.4 of this Agreement shall be considered an additional pre-payment to the City of roadway impact fees for residential lots within the In-City Property after the 182nd residential lot, calculated by dividing the additional funds contributed by \$3,819.69.

WHEREAS, the Parties have agreed that the City shall escrow eleven and nineteen hundredths percent (11.19%) of the total estimated costs of the Road Improvements as shown in **Exhibit "D"** attached hereto with the Escrow Agent for a total estimated amount to be escrowed by the City of \$344,854.37.

WHEREAS, the Parties have determined and hereby represent that they are authorized and empowered to make, execute, and deliver this Agreement; that the terms, conditions and provisions of this Agreement are mutually agreeable, fair and advantageous to the Parties; and that they desire to enter into this Agreement for the purpose of setting forth the specific terms and conditions upon which the Road Improvements will be funded and constructed.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, benefits and obligations contained herein, the Parties hereby contract, covenant and agree as follows:

ARTICLE I INCORPORATION OF RECITALS

The foregoing recitals are incorporated into this Agreement for all purposes.

ARTICLE II CONSTRUCTION OF ROAD IMPROVEMENTS

2.1 **Construction.** The Road Improvements shall be constructed by the District, or the Developer on behalf of the District, in accordance with the construction plans and specifications in compliance with the City's ordinances, rules, and regulations for roadway construction (in existence as of the time that construction of the Road Improvements commences), the rules and regulations of any other agencies having jurisdiction (in existence as of time that construction of the Road Improvements commences), and with applicable state laws relating to competitive bidding requirements for municipal utility districts, including, but not limited to, contract advertisements, bidding, and awarding. To the extent that the Road Standards (as defined in the Third Amendment) for roadway construction are lesser than those of the City, such construction shall not commence unless and until said plans and specifications have been approved by the City and the District's engineer. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the Road Improvements, the more restrictive/stringent of the conflicting portion(s) shall apply. The costs of said construction of the Road Improvements shall be funded in accordance with Article II of this Agreement.

2.2 **Contract Awarding.** Prior to the District's, or the Developer on behalf of the District's, award of any contract for construction of any portion of the Road Improvements, the

Developer or the District shall provide the City with the bids received in response to the pertinent contract advertisement and a recommendation of award for such contract. The City, the Developer, and District agree to review all bids and, to the extent permitted by law, come to a mutual decision regarding which bid to proceed with in accordance with applicable state laws relating to competitive bidding requirements for municipal utility districts. The Parties agree that the District, or the Developer on behalf of the District, may award a contract without the City's input if the City does not provide an opinion within fifteen (15) days of the Developer or District providing such bids and recommendation of award to the City. The Parties further agree that if the opinion of the Developer, District, and City do not align, the Parties shall seek the opinion of an independent third-party engineer and such third party engineer shall have the final decision regarding the winning bid for the pertinent contract.

2.3 Completion of Construction. Unless otherwise agreed to by the Parties in writing, the District, or the Developer on behalf of the District, shall complete construction of the Road Improvements prior to the City's Final Acceptance of public infrastructure within the first phase of development of the In-City Property. Upon substantial completion of all Road Improvements, the District or the Developer, as applicable, shall request an inspection by the City's Engineer or their designee(s). Upon inspection, the District or Developer will be notified in writing of any nonconforming work or whether the work is conforming with the Road Improvement requirements as contained herein and as in the Road Standards within the Third Amendment between the Developer, the District and the City, as may be amended and in the City's ordinances and as required by state law. In the case of nonconforming work, the District or Developer may request reinspection by the City's Engineer or designee(s). The District or Developer must have written conformance by the City's Engineer or designee(s) that all Road Improvements in the development (subdivision) are in accordance with the referenced Road Improvement Requirements prior to sale of any of the lots within the development (subdivision).

ARTICLE II

FUNDING OF CONSTRUCTION COSTS

3.1 Escrow of Funds. Notwithstanding anything herein to the contrary, including the estimated costs of the Road Improvements attached hereto as **Exhibit "D"**, within thirty (30) days of the award of any contract for all or a portion of the Road Improvements, the Developer shall deposit with the Escrow Agent, on behalf of the District, eighty-eight and eighty-one hundredths percent (88.81%) of the of the costs for the Road Improvements as stated in that certain contract awarded for the construction of the Road Improvements (the "Road Contract"), and the City shall deposit with the Escrow Agent eleven and nineteen hundredths percent (11.19%) of the costs for the Road Improvements as stated in the Road Contract (collectively the "Escrow Funds"). An estimate of the anticipated costs of the Road Improvements is attached hereto as **Exhibit "D"**. The Developer, District, and City agree that \$695,183.58 of the Developer's eighty-eight and eighty-one hundredths percent (88.81%) contribution for the costs of the Road Improvements shall constitute a pre-payment of roadway impact fees on the first 182 residential lots within the In-City Property, and the City shall not seek additional roadway capital recovery fees, impact fees, pro-rata fees and/or the like from the Developer or District for the first 182 residential lots within the In-City Property. The Parties further agree that any accrued interest on the Escrow Funds shall be paid monthly to Developer by the Escrow Agent, and notwithstanding anything contained in this

Agreement to the contrary, Developer shall not be required to submit a Draw Request (as herein defined) to the Escrow Agent for disbursement of any accrued interest on the Escrowed Funds.

3.2 Application of Escrow Funds. The Escrow Agent shall deliver portions of the Escrow Funds to the Developer or District from time to time, but not more often than monthly, to pay for the actual costs of construction and installation (the "Construction Costs") of any portion of the Road Improvements based on the contract price awarded under Section 2.2 herein, in accordance with this Section 3.2. Prior to the release of Escrow Funds, the Developer or District shall deliver to the Escrow Agent (with copies to the City) a statement from the Developer or District's engineer certifying that the amount requested to be released from the Escrow Funds is due and owing for Construction Costs that have been completed (each a "Draw Request"). Each Draw Request shall (i) be signed by a Developer or District representative; (ii) include a written "application for payment" from the provider of the goods, services, labor and/or materials for the amount requested as well as a copy of the invoices for the goods, services, labor and/or materials provided; and (iii) direct the Escrow Agent to whom the funds are to be paid (whether to the Developer or District, or directly to the Developer or District's contractor, supplier or service provider). Attached to and as a part of each Draw Request shall be a duly executed partial release of lien rights (which release may be conditioned upon receipt of the payment specified in the applicable partial release of lien rights instrument), in the applicable form mandated in the Texas Property Code, current through the date of the Draw Request from the Developer or District's general contractor and each person entitled to a lien under applicable law by virtue of contributing to the work, including, without limitation, consultant(s), general contractor(s), subcontractor(s), supplier(s) or materialmen.

Within three (3) business days after receipt of a Draw Request, if no objection is received from the City, the Escrow Agent shall release from the Escrow Funds in an amount equal to the amount requested in the Draw Request, via wire transfer, as requested in the Draw Request. If the City has an objection to the Draw Request, the City shall submit such objection in writing to the Escrow Agent, the Developer, and the District within three (3) business days after receipt of the Draw Request with written statement clearly detailing the reasons for such objection. An objection shall be invalid unless it asserts that (i) the Developer or District's use of the Escrow Funds was not for payment of Construction Costs, (ii) the payment for such portion of the Construction Costs is not otherwise then due and owing, whether to the Developer or District or to its consultant(s), general contractor(s), subcontractor(s), supplier(s) or materialmen, (iii) the work performed is defective, (iv) the Developer or District is in breach of this Agreement, or (v) the Draw Request is not in compliance with the requirements set forth in this Section 3.2. The District, or the Developer on behalf of the District, shall promptly revise and resubmit the Draw Request to the Escrow Agent and the City addressing any valid objection received from the City.

3.3 Change Orders. If change orders are requested by any contractor constructing the Road Improvements, the Developer or District shall provide the City with a copy of such recommended change order request. The City's Engineer shall review a change order request within ten (10) business days of the Developer or District providing such change order request. The City, the Developer, and the District shall come to a mutual decision which has been reduced to writing regarding whether or not to approve such change order request. The Parties further agree that if the opinion of the Developer, District, and City do not align, the Parties shall seek the opinion of an independent third party engineer and such third party engineer shall have the final

decision regarding whether or not to approve the change order request at hand. Notwithstanding the foregoing or anything herein to the contrary, the Parties agree that change order requests received on any contracts for construction of any portion of the Road Improvements that exceed twenty five percent (25%) of the original contract price for such portion of the Road Improvements shall automatically be rejected by the Parties, unless otherwise agreed to in writing by the City, the Developer, and District. The District, or the Developer on behalf of the District, shall keep an accounting of all change orders approved for any contracts for construction of any portion of the Road Improvements.

3.4 Final Accounting Upon Completion. Upon completion of the construction and installation of the Road Improvements, the District, or the Developer on behalf of the District, shall provide a final accounting of all deposits of Escrow Funds by the Developer on behalf of the District and any and all change orders mutually approved by the Developer, District, and City in accordance with Section 3.3 herein. If the actual Construction Costs of the Road Improvements are less than the Escrowed Funds, the Escrow Agent shall refund the overpayment to the District and the City on a proportional basis with eighty-eight and eighty-one hundredths percent (88.81%) of the remaining Escrow Funds to be paid to the Developer and eleven and nineteen hundredths percent (11.19%) of the remaining Escrowed Funds to be paid to the City within forty-five (45) days of such accounting. In no event shall a repayment to the District or Developer be considered a reimbursement of roadway impact fees or otherwise be construed as to reduce the amount of pre-paid impact fees paid in accordance with the terms of this Agreement or the Third Amendment. If, at any point during construction of the Road Improvements, the Developer or District submits a Draw Request for actual Construction Costs that are greater than the amount of Escrowed Funds, the Developer, on behalf of the District, and the City shall pay such cost overrun proportionally with the Developer contributing eighty-eight and eighty-one hundredths percent (88.81%) of the cost of said cost overrun and the City contributing eleven and nineteen hundredths percent (11.19%) of the cost of said cost overrun. The Developer, on behalf of the District, shall provide the City with proof of payment of its proportional share of such cost overrun within five (5) business days of such cost overrun's payment, and the City shall provide the District and Developer with proof of payment of its proportional share of such cost overrun within five (5) business days of such cost overrun's payment. The Developer, District, and City agree that any funds advanced by the Developer on behalf of the District to fund any such cost overrun shall be considered an additional pre-payment to the City of roadway impact fees for residential lots within the In-City Property after the 182nd residential lot, calculated by dividing the additional funds contributed by \$3,819.69, said \$3,819.69 representing the amount of roadway impact fees to be assessed by the City on each residential lot after the 182nd residential lot within the In-City Property.

3.5 Escrow Agent. The City, the Developer, the District and the Escrow Agent agree that the following provisions shall control with respect to the rights, duties, liabilities, privileges and immunities of the Escrow Agent:

(a) The Escrow Agent is not a party to, and is not bound by or charged with notice of, any other agreement out of which this Agreement may arise.

(b) The Escrow Agent is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of this Agreement or any part thereof, or for the identity or authority of any person executing or depositing it.

(c) In the event the Escrow Agent becomes involved in litigation in connection with this Agreement, the City, the Developer, and the District agree to indemnify and hold the Escrow Agent harmless from all loss, cost and expenses including reasonable attorneys' fees, suffered or incurred by the Escrow Agent as a result thereof, provided that this provision shall not apply with respect to any suit or claim against the Escrow Agent arising out of the Escrow Agent's gross negligence or willful misconduct.

(d) The Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, agreement, power of attorney, or other instrument which is patently legitimate and which the Escrow Agent in good faith believes to be genuine and what it purports to be.

(e) In the event of any disagreement between any of the Parties, or between any of them and any other person resulting in adverse claims or demands being made in connection with the subject matter of this Agreement, or in the event that the Escrow Agent, in good faith, shall be in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, the Escrow Agent shall not be or become liable in any way or to any person for its failure or refusal to act, and the Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons. The rights of the Escrow Agent under this paragraph are cumulative of all other rights which it may have by law or otherwise.

3.6 Notice to Escrow Agent. All notices to the Escrow Agent pursuant to this Agreement shall be sent to the Escrow Agent at 3707 Camp Bowie Blvd. Suite 100, Fort Worth, TX 76107.

ARTICLE IV **MISCELLANEOUS**

4.1 Assignability. This Agreement shall not be assignable by the City or the District. This Agreement, or any rights acquired hereunder, may be assigned, in whole or in part, by the Developer to any person or entity (an "Assignee") (a) without the consent of the City and District, but with written notice to the City and District, if (i) the Assignee is or will become an owner or developer of any portion of the Property, or (ii) the Assignee is a lienholder or related entity of the Developer, or (b) with the written consent of the City and District (which consent shall not be unreasonably withheld) if to any other person or entity. Any Assignee shall be considered a Party for the purposes of this Agreement.

4.2 Amendments. This Agreement may be changed, amended, or modified only by written instrument with the consent of the Developer, District, and the City.

4.3 Default. In the event any Party (the "Non-Defaulting Party") reasonably believes that another Party (the "Defaulting Party") is in violation or default of any of the terms of this Agreement, the Non-Defaulting Party shall provide written notice of such default to the Defaulting Party with notice of the specific terms and conditions of the violation or default and the requirements to remedy such violation (each, a "Notice of Default").

Upon receipt of a Notice of Default, the Defaulting Party shall have thirty (30) days from the date of receipt of such Notice of Default to remedy the alleged violation by taking appropriate actions. Such notice or cure period shall not be justification for the Defaulting Party to cease any of the obligations that might not be the subject of the Notice of Default. In the event the Defaulting Party fails to reasonably cure an alleged violation of this Agreement within the cure period set out above, the violation or default shall be deemed a "Default" hereunder. Notwithstanding the foregoing, if the Defaulting Party has commenced curing any alleged violation or default within said thirty (30) day period and is diligently prosecuting the same, then the cure period will be extended for an amount of time reasonably necessary to cure such violation or default, subject to extension for Force Majeure. If any violation or default remains uncured after the thirty (30) day remedy period, as same may be extended as provided above, the Non-Defaulting Party may exercise the right to self-help set forth below.

In addition to any other remedies available under this Agreement and applicable law, the Developer and the District will have the right, but not the obligation, to cure any Default by the City with respect to this Agreement, including self-help stepping in and assuming completion of the construction and installation of the Road Improvements. The Developer and the District will use good faith regarding the exercise of such remedy and the curative actions to be performed, including the right to use any unused portion of the Escrow Funds to complete the construction and installation of the Road Improvements.

4.4 Notice. Any notice, request, demand, instruction or other communication required or permitted to be given to the City, the District, or the Developer under this Agreement shall be in writing and shall be either (i) personally delivered to the parties named below by a commercial messenger service regularly retaining receipts for such delivery; (ii) sent by registered or certified mail, return receipt requested, effective upon deposit; (iii) delivered by a reputable overnight courier service, effective upon delivery thereof to the carrier; or (iv) sent by electronic mail with confirmation of transmission, and shall be addressed to the parties as listed below:

To the City: City of New Fairview, Texas
 999 Illinois Lane
 New Fairview, Texas 76078
 Attn: City Administrator
 Email: cityadministrator@newfairview.org

With a Copy to: City of New Fairview, Texas
 999 Illinois Lane
 New Fairview, Texas 76078
 Attn: City Secretary
 Email: info@newfairview.org

To Developer: New Fairview 634, LLC
3045 Lackland Road
Fort Worth, Texas 76116
Attention: Tim Fleet
Email: fleet@lacklandholdings.com

To District: New Fairview Municipal Utility District No. 1
c/o Coats Rose, P.C.
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248
Attention: Mindy L. Koehne
Email: mkoehne@coatsrose.com

To Escrow Agent: Plains Capital Bank
3707 Camp Bowie Blvd., Suite 100
Fort Worth, Texas 76107
Attn: Dakota Rawls
Email: _____

4.5 Further Acts; Cooperation. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

4.6 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any owner-contractor, contractor-subcontractor, employer-employee, partnership, joint venture or other arrangement between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

4.7 Remedies. The Parties shall have all rights and remedies at law or in equity under this Agreement for a breach or default under this Agreement.

4.8 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and this Agreement can be amended only by written agreement signed by all of the Parties hereto.

4.9 Attorneys' Fees. In the event any Party to this Agreement should bring suit against another Party in respect of any matters provided for herein, the prevailing Party shall be entitled to recover from such other Party its costs of court, legal expenses and reasonable attorneys' fees in connection with such suit.

4.10 Severability. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement.

4.11 Applicable Law. The construction and validity of this Agreement shall be governed by the laws of the State of Texas.

4.12 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof.

4.13 Force Majeure. If any Party is unable to perform an obligation under this Agreement (other than monetary obligations) by reason of Force Majeure, then the obligation of such Party, as appropriate, shall be extended or postponed for the period of the actual delay caused by such Force Majeure. The phrase "Force Majeure" shall mean the inability to perform a duty or an obligation due to causes or occurrences which are outside of the control of the Party whose obligation is postponed and could not be avoided by the exercise of due care on the part of such Party, such as acts of God, pandemics, fires, floods, labor disputes or strikes.

4.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

4.15 Form 1295 Certificate of Interested Parties. Prior to the execution of this Agreement, Developer agrees to file with the District and the City, pursuant to Texas Government Code Section 2252.908, a signed and completed Texas Ethics Commission ("TEC") Form 1295 and a certification of filing with the TEC.

4.16 Verifications. Developer verifies:

1) Pursuant to Texas Government Code Chapter 2271, as amended, the Developer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

2) Pursuant to Texas Government Code, Chapter 2252, as amended, the Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, its parent companies, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

3) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session, and redesignated by House Bill 4595, 88th Texas Legislature, Regular Session and redesignated by House Bill 4595, 88th Texas Legislature, Regular Session), Developer certifies that it is not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this

Agreement. The terms “boycotts energy companies” and “boycott energy companies” have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. For purposes of this paragraph, “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

4) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, “SB 19”), Developer certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees it will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, “Company” means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

4.17 Effective Date. The Effective Date of this Agreement shall be the date this Agreement is fully executed.

IN WITNESS THEREOF, this Agreement has been duly executed to be effective as of the Effective Date.

[EXECUTION PAGES FOLLOW]

THE DISTRICT:

**NEW FAIRVIEW MUNICIPAL UTILITY
DISTRICT NO. 1:**

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

THE CITY:

CITY OF NEW FAIRVIEW, TEXAS

By: _____

Title: John R. Taylor, Mayor

Date: _____

ATTEST:

By: _____

Name: Brooke Boller

Title: City Secretary

DRAFT

DEVELOPER:

**NEW FAIRVIEW 634, LLC,
a Texas limited liability company**

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

ESCROW AGENT:

PLAINSCAPITAL BANK,
a Texas state financial institution

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

EXHIBIT "A"

The Property

BEING a tract of land situated in the T. Carpenter Survey, Abstract No. 172, the William Bramlett Survey, Abstract No. 123, and the T & P Railroad Company Survey, Abstract No. 840, City of New Fairview, Wise County, Texas and being all of a called 634.507-acre tract of land (save & except 358.007-acre tract described in Instrument No. 201712320, Official Records, Wise County, Texas) described in a deed to Lackland Fairview, LLC., recorded in Instrument No. 201712319, said Official Records, and being all of a called 358.007-acre tract of land described in a deed to VLMC, Inc., recorded in Instrument No. 201712320, said Official Records, and being all of a called 29.935-acre tract of land described in a deed to FFILP Land Holdings, LLC., recorded in Instrument No. 202011968, said Official Records, and being all of a called 283.828-acre tract of land described in a deed to FFILP Land Holdings, LLC., recorded in Instrument No. 201911473, said Official Records, and being all of Fairview Meadows Phase 1, an Addition to the City of New Fairview, Texas, according to the plat thereof recorded in Instrument No. 202002744, Plat Records, Wise County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" found for the southwest corner of said Lackland tract, common to the southwest corner of said Fairview Meadows Phase 1, same being on the easterly line of the Fort Worth & Denver City Railroad Right-of-Way, same being the northwest corner of a tract of land described as Second Tract in a deed to Greg A. Norman, recorded in Volume 1567, Page 773, said Official Records, same also being the beginning of a curve to the right having a central angle of 3°53'33", a radius of 2873.39 feet, a chord bearing and distance of North 1°49'57" West, 195.17 feet;

THENCE in a northwesterly direction, along the common line of said Lackland tract and said Railroad Right-of-Way and along the westerly line of said Fairview Meadows Phase 1 and with said curve to the right, an arc distance of 198.21 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found at the beginning of a non-tangent curve to the right having a central angle of 7°31'00", a radius of 2873.39 feet, a chord bearing and distance of North 2°38'07" East, 376.69 feet;

THENCE in a northeasterly direction, continuing along the common line of said Lackland tract and said Railroad Right-of-Way and the westerly line of said Fairview Meadows Phase 2 and with said curve to the right, an arc distance of 376.96 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the end of said curve to the right;

THENCE North 3°50'17" East, continuing along the common line of said Lackland tract and said Railroad Right-of-Way and the westerly line of said Fairview Meadows Phase 1, passing at a distance of 1846.81 a 5/8-inch iron rod with plastic cap stamped "KHA" found for the northwest corner of said Fairview Meadows Phase 1, passing at a distance of 2185.94 feet the northwest corner of said Lackland tract, common to the southwest corner of the aforementioned 358.007-acre tract, and continuing along the easterly line of said Railroad Right-of-Way and along the westerly line of said 358.007-acre tract, passing at a distance of 5090.43 feet the westernmost northwest corner of said 358.007-acre tract, common to the southwest corner of the aforementioned 29.935-acre tract, and continuing along the easterly line of said Railroad Right-of-Way and along the westerly line of said 29.935-acre tract for a total distance of 5434.00 feet to a point at the beginning of a tangent curve to the right having a central angle of 6°07'35", a radius of 6736.55 feet, a chord bearing and distance of North 6°54'05" East, 719.97 feet;

THENCE in a northeasterly direction, continuing along the easterly line of said Railroad Right-of-Way and along the westerly line of said 29.935-acre tract and along the westerly line of the aforementioned 283.828-acre tract and with said curve to the right, passing at an arc distance of 186.04 feet the northwest corner of said 29.935-acre tract, common to the southwest corner of said 238.828-acre tract, and continuing on for a total arc distance of 720.31 feet to a point for the end of said curve to the right;

THENCE North 9°57'52" East, continuing along the easterly line of said Railroad Right-of-Way and the westerly line of said 238.828-acre tract, a distance of 3426.35 feet to the northwest corner of said 238.828-acre tract, common to the southwest corner of a tract of land described as Second Tract in a deed recorded in Volume 218, Page 477, said Official Records;

THENCE along the northerly line of said 238.828-acre tract the following courses and distances:

South 89°49'40" East, a distance of 1724.83 feet to the northernmost northeast corner of said 238.828-acre tract, common to the southeast corner of said Second Tract, same being on the westerly line of a tract of land described in a deed recorded in Volume 255, Page 84, said Official Records;

South 0°33'27" East, a distance of 1776.31 feet to the southwest corner of said tract (255/84), common to an angle point in the northerly line

NEW FAIRVIEW MUD #1 EXHIBIT
948.323 ACRES
T. CARPENTER SURVEY, A-127
WM. BARTLETT SURVEY, A-123
T&P RAILROAD CO. SURVEY, A-840
NEW FAIRVIEW, WISE COUNTY, TEXAS

Kimley»Horn

6100 Warren Parkway, Suite 210
Frisco, Texas 75034

FORM # 10190622

Tel. No. (972) 335-5280
Fax No. (972) 335-3770

Scale
1" = 666.6'

Drawn by
JAH

Checked by
KHA

Date
03/18/2021

Project No.
083329007

Sheet No.
2 OF 4

of said 238.828-acre tract;

North 88°50'27" East, a distance of 1326.22 feet to the southeast corner of said tract (255/84), common to the southeast corner of a tract of land described in a deed recorded in Instrument No. 201320956, said Official Records, same being an angle point in the northerly line of said 238.828-acre tract;

North 89°07'48" East, a distance of 861.37 feet to the southeast corner of said tract (201320956), common to the southwest corner of a tract of land described in a deed recorded in Volume 475, Page 385, said Official Records, same being an angle point in the northerly line of said 238.828-acre tract;

North 89°03'17" East, a distance of 683.72 feet to the easternmost northeast corner of said 238.828-acre tract, common to the southeast corner of said tract of land (475/385);

THENCE South 0°30'55" East, along the easterly line of said 238.828-acre tract, passing at a distance of 470.48 the northwest corner of a tract of land described in deed to Tarbet Rhome Investments, LLC., recorded in Volume 1801, Page 473, said Official Records, and continuing for a total distance of 1292.78 feet to the easternmost southeast corner of said 283.828-acre tract, common to the northeast corner of a called 10-acre tract of land described in a deed recorded in Instrument No. 201322568, said Official Records;

THENCE North 88°59'05" West, departing the westerly line of said Tarbet tract and along the common line of said 238.828-acre tract and said 10-acre tract, a distance of 868.55 feet to the northwest corner of said 10-acre tract, common to an angle point in the southerly line of said 238.828-acre tract;

THENCE South 0°05'47" West, continuing along said common line, a distance of 510.92 feet to the southwest corner of said 10-acre tract, common to an angle point in the southerly line of said 238.828-acre tract, same being on the northerly line of the aforementioned 358.007-acre tract;

THENCE North 89°41'07" East, along the common line of said 358.007-acre tract and said 10-acre tract, a distance of 869.70 feet to the northeast corner of said 358.007-acre tract, common to the southeast corner of said 10-acre tract, same being on the westerly line of said Tarbet tract;

THENCE South 0°26'12" East, along the easterly line of said 358.007-acre tract and the westerly line of said Tarbet tract, passing at a distance of 257.24 feet the southwest corner of said Tarbet tract, common to the northernmost northwest corner of a tract of land described in a deed to Frank Snyder Family Trust, recorded in Volume 1088, Page 894, said Official Records, and continuing along the easterly line of said 358.007-acre tract and along the westerly line of said Snyder tract, passing at a distance of 1243.33 feet a southwest corner of said Snyder tract, common to the northwest corner of a tract of land described in a deed to Tony & Doris Dickey, recorded in Volume 360, Page 841, said Official Records, and continuing along the easterly line of said 358.007-acre tract and along the westerly line of said Dickey (360/841) tract, passing at a distance of 2063.33 feet the southwest corner of said Dickey (360/841) tract, common to a northwest corner of said Snyder tract, and continuing along the easterly line of said 358.007-acre tract and the westerly line of said Snyder tract, passing at a distance of 2548.18 feet a southwest corner of said Snyder tract, common to the northwest corner of a tract of land described in a deed to Tony & Doris Dickey, recorded in Volume 688, Page 874, said Official Records, and continuing along the easterly line of said 358.007-acre tract and along the westerly line of said Dickey (688/874) tract, passing at a distance of 3319.88 the easternmost southeast corner of said 358.007-acre tract, common to the northeast corner of the aforementioned Lackland tract, and continuing along the westerly line of said Dickey (688/874) tract and along the easterly line of said Lackland tract, passing at a distance of 3944.96 feet the southwest corner of said Dickey (688/874) tract, common to the northwest corner of a tract of land described in a deed to Barry & Robin Emerson, recorded in Volume 1068, Page 789, said Official Records, continuing along the easterly line of said Lackland tract and along the westerly line of said Emerson (1068/789) tract, for a total distance of 3975.79 feet to a southeast corner of said Lackland tract, common to the northeast corner of a tract of land described in a deed to Brazos Electric Power Cooperative, Inc., recorded in Volume 931, Page 495, said Official Records;

THENCE South 89°40'07" West, departing the westerly line of said Emerson tract (1068/789) and along the common line of said Lackland tract and said Brazos tract, a distance of 400.00 feet to an aluminum disk monument found for the northwest corner of said Brazos tract, common to an angle point in the easterly line of said Lackland tract;

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WM. BARTLETT SURVEY, A-123
T&P RAILROAD CO. SURVEY, A-840
NEW FAIRVIEW, WISE COUNTY, TEXAS

Kimley»Horn

8100 Warren Parkway, Suite 210
Frisco, Texas 75034

FROM # 10183822

Tel. No. (214) 335-3680
Fax No. (214) 335-0779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 800'	JCH	JWA	03/12/2021	083228037	3 OF 4

HOEFNER, JOHN 3/12/2021 8:27 AM K:\P\B_SURVEY\083228037-FAIRVIEW MUD#1\DWG\083228037 FM MUD EXHIBIT_V18.DWG

THENCE South 0°19'53" East, continuing along said common line, a distance of 400.00 feet to an aluminum disk monument found for the southwest corner of said Brazos tract, common to an angle point in the easterly line of said Lackland tract;

THENCE North 89°40'07" East, continuing along said common line, a distance of 400.00 feet to the southeast corner of said Brazos tract, common to an angle point in the easterly line of said Lackland tract, same being on the westerly line of said Emerson tract (1068/799);

THENCE South 0°14'05" East, along the easterly line of said Lackland tract and the westerly line of said Emerson tract (1068/799), passing at a distance of 161.68 feet the southwest corner of said Emerson tract (1068/799), common to the northwest corner of a tract of land described in a deed to Barry & Robin Emerson, recorded in Volume 1164, Page 873, said Official Records, and continuing along the easterly line of said Lackland tract and the westerly line of said Emerson tract (1164/873), for a total distance of 358.93 feet to the easternmost southeast corner of said Lackland tract, same being on the northerly line of a called 240-acre tract of land described in a deed to Harrison Revocable Living Trust, recorded in Volume 1547, Page 588, said Official Records;

THENCE South 89°16'08" West, departing the westerly line of said Emerson tract (1164/873) and along the southerly line of said Lackland tract and the northerly line of said Harrison tract, passing at a distance of 2550.83 feet a 5/8-inch iron rod with plastic cap stamped "KHA" found for the easternmost southeast corner of the aforementioned Fairview Meadows Phase 1, and continuing along the easterly line of said Fairview Meadows Phase 1, for a total distance of 2585.51 feet to a 3/8-inch iron rod found for an angle point in the easterly line of said Fairview Meadows Phase 1, common to an angle point in the southerly line of said Lackland tract;

THENCE South 0°41'54" East, along the southerly line of said Lackland tract and the easterly line of said Fairview Meadows Phase 1, a distance of 1800.36 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" found for the southernmost southeast common corner of said Lackland tract and said Fairview Meadows Phase 1, common to the northeast corner of the aforementioned Norman tract;

THENCE North 89°57'11" West, along the common line of said Lackland tract and said Fairview Meadows Phase 1 and said Norman tract, a distance of 2918.72 feet to the POINT OF BEGINNING and containing 948.323 acres (41,308,961 sq. ft.) of land, more or less.

NEW FAIRVIEW MUD #1 EXHIBIT
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T. CARPENTER SURVEY, A-127
WM. BARTLETT SURVEY, A-123
T&P RAILROAD CO. SURVEY, A-840
NEW FAIRVIEW, WISE COUNTY, TEXAS

Kimley»Horn					
6100 Warren Parkway, Suite 210 Frisco, Texas 75034					
FIRM # 10180822					
Tel. No. (972) 335-3580 Fax No. (972) 335-3779					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 400'	JMH	KHA	03/16/2021	003230607	4 OF 4

HOEFER, JOHN 3/16/2021 8:27 AM K:\FR\ SURVEY\003230607-FAIRVIEW MEADOWS\DWG\003230607 FM MUD (03-0817_V16.DWG

EXHIBIT "B"

Reimbursement Agreement

DRAFT

**FACILITIES AND OPERATING COSTS
REIMBURSEMENT AGREEMENT
(Operations, Water, Sewer, Drainage, and Roads)**

THE STATE OF TEXAS §
 §
COUNTY OF WISE §

THIS FACILITIES AND OPERATING COSTS REIMBURSEMENT AGREEMENT (the "Agreement") is made and entered into as of the 12th day of October, 2020, by and between NEW FAIRVIEW 634, LLC ("Owner"), and NEW FAIRVIEW MUNICIPAL UTILITY DISTRICT NO. 1 (the "District"), a political subdivision of the State of Texas, operating under the provisions of Article III, Section 52, and Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54, Texas Water Code, as amended. Owner and the District may be individually referred to as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, the District was created for the purpose of providing water, sanitary sewer and drainage facilities, and roads pursuant to Acts of the 85th Texas Legislature of the State of Texas, Regular Session, 2017 (the "Act") codified at Chapter 7987, Texas Special Local Laws Code; and

WHEREAS, Owner is the owner of the approximately 634.507 acres in the District described in the attached Exhibit "A" ("Owner's Land"); and

WHEREAS, Owner wishes the District to finance the construction or other acquisition of the water, sanitary sewer and drainage facilities or capacities, and roads necessary to serve Owner's Land (collectively, the "Facilities"), as Owner's development schedule dictates; and

WHEREAS, the District wishes Owner to proceed with the development of Owner's Land, as Owner's development schedule dictates, but the District does not have any funds which could be used to construct the Facilities, nor does the District have the ability, at this time, to issue its bonds to construct such Facilities; and

WHEREAS, pursuant to the laws of the State of Texas, including Texas Water Code, Section 49.213, the District is authorized to enter into agreements whereby a landowner constructs certain facilities on behalf of the District so that land in the District can be served with public facilities or whereby a landowner advances funds to allow the operation of the district.

AGREEMENT:

FOR AND IN CONSIDERATION of the mutual promises, covenants, benefits and obligations hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by both Parties, the District and Owner hereby agree and contract as follows:

- A. Provision of Facilities and Operating Costs. Owner, acting on behalf of the District, shall, from time to time as Owner's development schedule dictates, purchase, construct or otherwise cause the construction or acquisition of the Facilities or capacities needed for development of Owner's Land in the manner provided by the general law for municipal utility districts and in full compliance with the applicable rules and regulations of the Texas Commission on Environmental Quality ("TCEQ"), the provisions of the Texas Water Code, the regulations of Wise County, Texas, the City of New Fairview, and all other regulatory bodies having jurisdiction over such construction or acquisition. In addition, from time to time, as needed, Owner will loan to the District or pay on behalf of the District the costs to properly create, operate and maintain the District, such costs being hereinafter referred to as the "District's Operating Costs."
- B. Project Management. The District's engineer, or such engineer chosen by Owner and reasonably acceptable to the District, shall serve as "Project Engineer" for the construction of the Facilities. The Project Engineer shall prepare plans and specifications for the Facilities; advise and make recommendations to the Board of Directors upon the award of construction contracts on the Facilities; shall make monthly reports, if requested, to the Board and Owner on the progress of construction; approve all pay estimates and change orders and shall submit the same to the Board and Owner for approval; and provide the appropriate level of inspection and observation during the construction of the Facilities to assure construction in substantial compliance with the approved plans, and shall recommend final acceptance of the Facilities to the Board when appropriate. No changes to the plans and specifications or change orders to any construction contracts shall be made without approval by the Board of Directors of the District and Owner, which approvals shall not be unreasonably withheld.
- C. Contracts. The Board of Directors of the District shall review all bids received for the construction of the Facilities and shall authorize the award of the construction contracts in accordance with state laws related to competitive bidding requirements for municipal utility districts, provided that Owner authorizes such award. If Owner fails to authorize award of the construction contracts, the District shall reject all bids, and the District and Owner shall jointly determine whether to re-bid the project or postpone construction. Construction contracts shall include payment and performance bonds and maintenance guarantees after completion, all as required by law for municipal utility districts.
- D. Payment of Costs. Owner shall make, in a timely fashion, all payments on the contracts awarded by the Owner on behalf of the District or by the District for the construction or other acquisition of the Facilities. Such contracts shall provide that the contractor shall look solely to the Owner for payment of all claims. Owner shall, upon making any

payment, provide copies of all invoices and certifications recommending payment to the District.

- E. **District Reimbursement.** The District shall reimburse Owner for the monies funded by Owner for the Facilities with the proceeds of its bonds in accordance with the terms of this Agreement. The amount to be reimbursed for the Facilities shall be an amount equal to the maximum amount allowed by law, and, if applicable, the TCEQ under its then current rules, including, but not limited to, land, engineering fees, reports, studies and interest on the monies expended by Owner through the date such monies are repaid to Owner. In addition, the District shall repay Owner, to the maximum extent allowed under the rules of the TCEQ for the District's Operating Costs upon approval of such repayment by the TCEQ. To the extent the TCEQ determines in reviewing the District's bond application (if applicable) that the cost of any portion of the Facilities or any portion of the District's Operating Costs may not be reimbursed or interest paid under the rules of such agency, then the amount of payment or reimbursement shall be appropriately reduced. Owner shall provide the District with such information and documentation as the District may reasonably request to enable it to calculate interest and verify payments. The District's obligation to repay Owner for the Facilities and the District's Operating Costs is subject to the following:

- 1) Owner shall cause to be dedicated to the District, the City New Fairview, Wise County, or other applicable governmental entity all easements, sites and rights-of-way necessary for the installation of the Facilities. If required by TCEQ, Owner shall dedicate such easements, sites, or rights-of-way without cost to the District. The District agrees to exercise its right of eminent domain if Owner cannot acquire such real property rights from third parties by negotiation.
- 2) Owner shall include in any street and road construction contract a provision that places the responsibility on the contractor for repair and clean-up of broken manholes, buried valve boxes, broken sewer pipes, and any and all other damage to District Facilities caused by the construction of such streets and roads.
- 3) Upon the execution of this Agreement, Owner and all holders of a lien on Owner's Land shall enter into an agreement whereby, as to taxes levied by the District, Owner and any subsequent owner of all or any portion of Owner's Land permanently waive the right to claim agricultural, open space, wildlife management, timberland, or inventory valuations for any land, homes, or buildings owned by Owner within the District, unless such reduced valuation is in effect at the time the District issues its first series of bonds. Nothing herein shall prevent (a) Owner from maintaining an agricultural exemption over Owner's Land for any taxing jurisdiction other than the District, or (b) a residential homeowner from qualifying for any lawfully available exemption from any taxing jurisdiction, including the District.

- 4) Approval by the TCEQ (if required) of the issuance and sale by the District of bonds for the purchase of, or reimbursement of Owner for, the Facilities and repayment of the District's Operating Costs (the "Bonds").
- 5) Approval of the Bonds by the Attorney General of the State of Texas.
- 6) Registration of the Bonds by the Comptroller of Public Accounts of the State.
- 7) The receipt of a bid and awarding of sale of the Bonds by the District, and the receipt of the proceeds from the sale of such Bonds.

F. Order and Amount of Payment. Unless otherwise agreed by the District and Owner, the District shall include in its bond application the first monies expended by Owner pursuant to this Agreement and shall thereafter proceed to reimburse Owner for monies owed hereunder on a first in/first out basis. In the event there is a disagreement between Owner and the District as to whether an expenditure or advance of money by Owner is owed hereunder or eligible to be reimbursed under state law or the rules of the TCEQ, the District shall include such amount in the bond application (if applicable) and shall provide Owner with the opportunity to submit information and appear before the TCEQ in support of the reimbursement. The District and Owner shall be bound by the decision of the TCEQ.

G. Bond Issuance Activities. The District shall use its reasonable best efforts to:

- 1) Apply to the TCEQ for approval of the issuance of the Bonds, if required, at such time as Owner requests, and upon the District's financial advisor determining that it is feasible for the District to issue its Bonds to repay Owner. Unless otherwise agreed by Owner, in no event shall the District file its application for the issuance of its Bonds at a date later than eight (8) months prior to the date Owner projects that the tax rate necessary to retire the District's outstanding indebtedness, including the Bonds, will be feasible. For purposes hereof, a bond issue will be considered "feasible" if it can be amortized with a tax rate of \$1.00 per \$100 valuation (including the District's debt service and maintenance), based upon the taxable value of Owner's Land (and taxable improvements thereon) on a "stand alone" basis. "Stand alone" basis means that only the taxable value of Owner's Land (and taxable improvements thereon) may be considered in determining the amount of reimbursement allowable to Owner (taking into consideration previously issued bonds sold to fund Facilities serving Owner's Land). Owner may request that the Bonds be issued in more than one series, provided that the District shall not be required to issue any series of bonds in an initial principal amount of less than \$1,500,000, unless it is the last series of bonds to be issued by the District.
- 2) Following TCEQ approval (if required), market and sell the Bonds at the earliest time or times advised by the District's financial advisor; provided, however, that

the District is only obligated to sell the Bonds at a rate which is acceptable under state law.

- 3) Obtain the Attorney General's approval of the Bonds.
 - 4) Obtain registration of the Bonds by the Comptroller of Public Accounts and the State of Texas.
 - 5) Reimburse Owner as soon as possible upon both receipt by the District of (a) the funds from the sale of Bonds, and (b) a reimbursement audit and approval by the Board of Directors.
- H. Applicable Law. This Agreement and the obligations of the Parties hereunder are subject to all rules, regulations and laws which may be applicable by the United States, the State of Texas, or any regulatory agency having jurisdiction, including the applicable rules of the TCEQ. Venue shall lie solely in Wise County.
- I. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the District and Owner and shall not be construed to confer any benefit or right upon any other party.
- J. Modification. This Agreement shall be subject to change or modification only with the mutual written consent of Owner and the District; provided, however, the term "Owner's Land" shall automatically be amended to include any land subsequently purchased by Owner and annexed into the District.
- K. Recitals. The "Recitals" set forth in this Agreement are true and correct and are incorporated as part of this Agreement.
- L. Entire Agreement. This Agreement, constitutes the entire Agreement between the Parties relative to the subject matter hereof. There have not been and are no agreements, covenants, representations or warranties between the Parties other than those expressly stated or provided for herein.
- M. Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.
- N. Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure). In addition, no Party shall be in default under this Agreement if within the applicable reasonable cure period the Party to whom the default

notice was given begins performance and thereafter uses its good faith efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law including, but not limited to, specific performance, injunctive relief, mandamus relief, and damages; provided, however, (i) the District does not have the right to terminate this Agreement prior to the expiration of its term, and (ii) once Owner advances money to the District, the obligation of the District to issue and sell Bonds to reimburse for such monies shall not be affected by any alleged default by Owner that is unrelated to the advancing of such monies. The failure of any Party to insist, in one or more instances, upon performance by another Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision. If any Party hereto is the prevailing Party in any legal proceedings against the other brought under or with relation to this Agreement, such prevailing Party shall additionally be entitled to recover court costs and reasonable attorney's fees from the non-prevailing Party to such proceedings.

The District acknowledges that this Agreement is for the providing of goods and services and, pursuant to Section 271.151, Texas Local Government Code, the District has waived its immunity from suit solely for the purpose of Owner enforcing this Agreement.

- O. Merger of District. In the event the District should consolidate or otherwise merge with another utility district or another public entity, such merger shall not act in any way impair or diminish Owner's rights hereunder.
- P. Assignment. In the event Owner sells, conveys, or otherwise transfers ownership of Owner's Land to any person or entity other than a homebuilder or end-user homeowner, Owner may, upon written notice to the District, assign Owner's rights and obligations under this Agreement to the new owner, provided that the new owner executes a joinder to this Agreement or otherwise agrees in writing to be bound by the terms of this Agreement. Upon written notice to the District, Owner may assign its rights to funds reimbursed hereunder to any lender providing monies to Owner for development of Owner's Land. Owner shall obtain from such lender and deliver to the District written releases and/or subordination agreements, in a form reasonably satisfactory to the District, evidencing that such lender has not taken a lien on any portion of the Facilities and that in the event such lienholder should foreclose on any portion of Owner's Land, such lienholder shall not have any title to the Facilities and takes title to Owner's Land subject to the terms and conditions of this Agreement. The District's acknowledgment of notice of any assignment hereunder shall not be deemed a waiver of the District's rights hereunder, and the Parties hereto acknowledge and agree that any subsequent assignments shall be subject to all of the terms hereof.
- Q. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement, or the application thereof to any person or circumstance, shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section,

or other part of this Agreement to other persons or circumstances shall be not be affected thereby.

- R. Consideration. Each Party hereto hereby finds, determines and represents that the benefits provided to it and the obligations hereunder are binding upon it constitute due consideration for its execution of this Agreement. In particular, Owner's commitment to advance monies to the District results in certain material benefits being provided to the District and constitute adequate consideration for the District's obligations to issue bonds from time to time, impose an ad valorem operation and maintenance tax, or otherwise reimburse Owner. Owner hereby represents that the District's commitment to reimburse it for monies expended pursuant to this Agreement constitutes adequate consideration for its commitment to perform its obligations hereunder.
- S. Force Majeure. If a Party is prevented from performing, in whole or in part, its obligations under this Agreement by reason of "force majeure" that could not have been avoided by the exercise of due diligence by such Party, then performance by such Party may be suspended to the limited extent and during the limited period that performance is made impossible by the force majeure; provided, however, such Party must use its best efforts to diligently and continuously pursue a course of action that will eliminate the force majeure and allow such Party to resume full performance at the earliest possible time. As an express condition precedent to suspending performance, however, immediately after the occurrence of any force majeure, the Party whose performance is rendered impossible shall give notice and full details of the force majeure to the other Party. For purposes of this Agreement, "force majeure" means any of the following: floods; earthquakes; acts of God; acts of war; acts of terrorism; acts of public enemies; insurrection; riot; labor strikes; the inability to procure labor or materials in the open market; the interruption of utility services by an entity other than the District; the issuance of a restraining order by any court having jurisdiction; and no other.
- T. Notice. All notices 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 prepaid and registered or certified with return receipt requested; by delivering the same in person to such Party; or by facsimile copy transmission. Notice given by mail shall be effective upon deposit in the United States mail. Notice given in any other manner shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

If to the District: New Fairview Municipal Utility District No. 1
 c/o Coats Rose, P.C.
 14755 Preston Road, Suite 600
 Dallas, Texas 75254
 Attention Mindy L. Koehne
 mkoehne@coatsrose.com

If to Owner: Riverside Homebuilders Ltd.
 3045 Lackland Road
 Fort Worth, Texas 76116

Either Party hereto may change its address for notice by giving three (3) days prior written notice to the other Party.

- U. Required Verifications. As required by Chapter 2270, Government Code, the Developer hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Pursuant to Chapter 2252, Texas Government Code, Developer represents and certifies that, at the time of execution of this Agreement neither Developer, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0102, 2270.0052, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- V. Term. This Agreement shall remain in effect for a term of forty (40) years.


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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

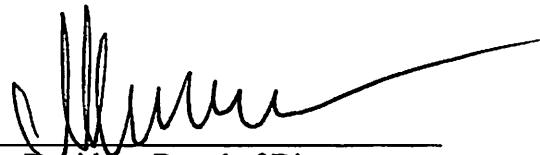
DISTRICT:

NEW FAIRVIEW MUNICIPAL UTILITY
DISTRICT NO. 1

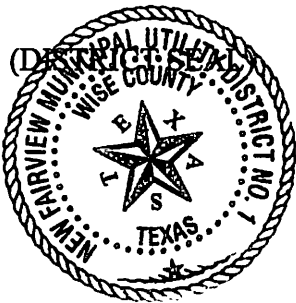
ATTEST:



Secretary, Board of Directors

By: 

President, Board of Directors



OWNER:

NEW FAIRVIEW 634, LLC,
a Texas limited liability company

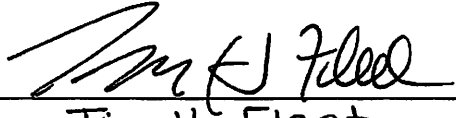
By: 
Name: Tim H. Fleet
Title: President

EXHIBIT "A"

BEING A 634.507 ACRES TRACT OF LAND CALLED OUT OF THE T. CARPENTER SURVEY, ABSTRACT NO. 172 AND THE W. BRAMLETT SURVEY, ABSTRACT NO. 123, WISE COUNTY, TEXAS: BEING ALL OF THOSE CERTAIN TRACTS OF LAND AS DESCRIBED IN VOLUME 155, PAGE 580, & VOLUME 123, PAGE 290, DEED RECORDS, WISE COUNTY, TEXAS, AND CONTAINING ALL OF THOSE CERTAIN TRACTS OF LAND AS DESCRIBED IN CLERK FILE NO. 201600522 & CLERK FILE NO. 201600523, OFFICIAL RECORDS, WISE COUNTY, TEXAS: BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A SET 1/2" IRON ROD WITH PLASTIC CAP IN THE EAST LINE OF THE FORT WORTH & DENVER CITY RAILROAD RIGHT OF WAY, BEING FIFTY FEET EAST OF & PERPENDICULAR TO THE CENTER OF THE EXISTING RAILROAD LINE, AT THE NORTHWEST CORNER OF THE THIRD TRACT (V. 123, P. 290), SAME BEING THE SOUTHWEST CORNER OF A CALLED 30 ACRES TRACT OF LAND DESCRIBED IN VOLUME 5, PAGE 151, D.R.W.C.T., FOR THE NORTHWEST AND BEGINNING CORNER OF THIS TRACT.

THENCE ALONG THE SOUTH & EAST LINES OF SAID 30 ACRES AS FOLLOWS:

1) N 89°35'28" E 2484.06 FEET TO A 4" STEEL FENCE CORNER POST, FOR AN ELL CORNER OF THIS TRACT.

2) N 01°02'34" W 533.58 FEET TO A FOUND 1" IRON PIPE AT THE SOUTHEAST CORNER OF THAT CALLED 187.08 ACRES AS DESCRIBED IN CLERK FILE NO. 201322567, O.R.W.C.T., FOR A CORNER OF THIS TRACT.

3) THENCE N 00°16'14" E 349.12 FEET TO A FOUND 3/8" IRON ROD AT THE SOUTHWEST CORNER OF THOSE CERTAIN TRACTS OF LAND DESCRIBED IN VOLUME 1643, PAGE 644, O.R.W.C.T., FOR THE NORTHWEST CORNER OF THIS TRACT.

4) THENCE N 89°40'40" E AT 1203.8 FEET PASS A FOUND 1/2" IRON ROD WITH PLASTIC CAP STAMPED "MANNING" AT THE NORTHWEST CORNER OF THAT CALLED 34.00 ACRES TRACT OF LAND DESCRIBED IN CLERK FILE NO. 201600522, O.R.W.C.T., AT 2609.13 FEET PASS A FOUND 3/8" IRON ROD IN THE FENCED WEST LINE OF PIONEER STREET, A GRAVEL SURFACE, FOR A TOTAL DISTANCE OF 2632.66 FEET TO A POINT, FOR THE NORTHEAST CORNER OF THIS TRACT.

5) THENCE S 00°25'18" E 3975.79 FEET WITHIN SAID PIONEER STREET TO A POINT, AT THE NORTHEAST CORNER OF THAT CALLED 3.673 ACRES CONVEYED TO BRAZOS ELECTRIC POWER COOPERATIVE, INC. IN VOLUME 931, PAGE 495, O.R.W.C.T., FOR A CORNER OF THIS TRACT.

THENCE ALONG THE NORTH, WEST, & SOUTH LINES OF SAID BRAZOS ELECTRIC TRACT AS FOLLOWS:

6) S 89°39'22" W 400.00 FEET TO A FOUND CAPPED 3/4" IRON ROD;

7) S 00°20'10" E 399.94 FEET TO A FOUND CAPPED 3/4" IRON ROD;

8) N 89°39'51" E 400.01 FEET TO A POINT WITHIN SAID PIONEER STREET, FOR A CORNER OF THIS TRACT.

9) THENCE S 00°20'12" E 358.93 FEET WITHIN SAID PIONEER STREET TO A FOUND 3/8" IRON ROD IN THE NORTH LINE OF THAT CALLED 80 ACRES TRACT OF LAND DESCRIBED IN VOLUME 1547, PAGE 588, O.R.W.C.T., FOR THE EASTERLY SOUTHEAST CORNER OF THIS TRACT.

THENCE ALONG THE COMMON LINE OF SAID FIFTH TRACT (V. 123, P. 290) & SAID 80 ACRES TRACT AS FOLLOWS:

10) S 89°16'40" W 2595.51 FEET TO A FOUND 3/8" IRON ROD;

11) S 00°41'22" E 1800.91 FEET TO A POINT WITHIN PIONEER STREET, AN ASPHALT SURFACE, AT THE SOUTHEAST CORNER OF THAT CALLED 22.00 ACRES TRACT OF LAND DESCRIBED IN CLERK FILE NO. 201600523, O.R.W.C.T., FOR THE SOUTHERLY SOUTHEAST CORNER OF THIS TRACT.

12) THENCE N 89°57'00" W WITHIN SAID PIONEER STREET AT 772.70 FEET PASS A FOUND P.K. NAIL IN ASPHALT AT THE SOUTHWEST CORNER OF SAID 22.00 ACRES, FOR A TOTAL DISTANCE OF 2919.89 FEET TO A POINT IN THE SIMPLE CURVE OF A SPIRAL CURVE, BEING THE EAST LINE OF SAID FORT WORTH & DENVER CITY RAILROAD RIGHT OF WAY, FOR THE SOUTHWEST CORNER OF THIS TRACT. WHENCE A FOUND PK NAIL BEARS S 89°57'00" E 1.58 FEET.

THENCE FIFTY FEET EAST OF & PERPENDICULAR TO THE CENTER OF THE EXISTING RAILROAD LINE AS FOLLOWS:

SC1) ALONG THE ARC OF A SIMPLE CURVE TO THE RIGHT, HAVING A RADIUS OF 2873.39 FEET, AN ARC LENGTH OF 195.21 FEET, AND WHOSE CHORD BEARS N 01°50'09" W 195.17 FEET TO A SET 1/2" IRON ROD WITH PLASTIC CAP AT THE CURVE TO SPIRAL, A CHORD BEARS N 02°35'55" E 376.69 FEET TO THE SPIRAL TO TANGENT;

13) N 03°50'04" E 5090.43 FEET TO THE POINT OF BEGINNING.

BEARINGS & DISTANCES DERIVED FROM G.P.S. OBSERVATIONS PERFORMED BY CARTER SURVEYING & MAPPING, INC. AND REFLECT SURFACE ADJUSTED, N.A.D. 1983, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE 4202, USING TEXAS DEPARTMENT OF TRANSPORTATION SURFACE ADJUSTMENT FACTOR OF 1.00012.

EXHIBIT "C"

The Road Improvements

DRAFT

EXHIBIT "D"

Estimated Cost of Road Improvements

Total Cost Summary:	
City Alternate 1	\$ 335,964.40
Lackland 1	\$ 1,568,624.82
City Alternate 2	\$119,358.24
Lackland 2	\$206,171.83
City Alternate 3	\$449,058.19
Other Soft Costs & Contingency (15%)	\$ 401,876.62
Total	\$ 3,081,054.10
Lackland Total Cost Summary:	
Lackland 1	\$ 1,568,624.82
Lackland 2	\$206,171.83
Other Soft Costs & Contingency (15%)	\$ 266,219.50
182 Lots of Upfront Road Impact Fees	\$695,183.58
Total:	\$ 2,736,199.73
City Total Cost Summary:	
City Alternate 1	\$ 335,964.40
City Alternate 2	\$119,358.24
City Alternate 3	\$449,058.19
Other Soft Costs & Contingency (15%)	\$ 135,657.12
Less Lackland Road Impact Fees	\$ (695,183.58)
Total:	\$ 344,854.37

CITY ALTERNATIVE 1						
PAVING IMPROVEMENTS						
1 01 29 10	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00	
2 NCTCOG 801.1	Traffic Control	MO	3	5,000.00	15,000.00	
3 NCTCOG 202	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	LS	1	-	-	
4 NCTCOG 203.1	Right of Way Preparations	STA	18	500.00	9,000.00	
5 NCTCOG 107.21	Project Signs	EA	1	1,500.00	1,500.00	
6 NCTCOG 203.1	Remove Driveway Culvert (<=24")	LF	83	18.00	1,494.00	
7 NCTCOG 203.1	Remove Crossing Culvert (18" RCP)	LF	0	-	-	
8 NCTCOG 203.1	Remove Crossing Culvert (24" CMP)	LF	0	-	-	
9 NCTCOG 203.1	Remove Crossing Culvert (48" CMP)	LF	92	50.00	4,600.00	
10 NCTCOG 203.1	Remove Concrete Safety End Treatment	EA	2	-	-	
11 NCTCOG 203.1	Remove And Replace Mailbox	EA	2	250.00	500.00	
12 NCTCOG 203.1	Remove And Replace Special Mailbox	EA	0	-	-	
13 NCTCOG 203.1	Remove Barbed Wire Fence	LF	170	10.00	1,700.00	
14 NCTCOG 203.1	Remove Asphalt Driveway	SY	13	100.00	1,300.00	
15 NCTCOG 203.1	Remove Gravel Driveway	SY	141	10.00	1,410.00	
16 NCTCOG 203.1	Remove Concrete Headwall	EA	2	500.00	1,000.00	
17 TMUTCD	Remove Sign	EA	0	-	-	
18 NCTCOG 203.2	Unclassified Roadway Excavation	CY	16158	10.00	161,580.00	
19 NCTCOG 303	6" Continuously Reinforced Concrete Pavement	SY	0	-	-	
20 NCTCOG 302	2" HMA Type "B"	SY	0	9.20	-	
21 NCTCOG 302	2" HMA Type "D"	SY	0	10.00	-	
TxDOT 316	Seal Coating	SY	0	4.65	-	
	Chip Seal	SY	4965	6.00	29,790.00	
22 NCTCOG 301.2	8" Grade 1 Type D Flex Base Subgrade	SY	4965	15.56	77,256.40	
23 NCTCOG 305.2	6" Asphalt Driveway Approach	SY	18	70.00	1,260.00	
24 NCTCOG 305.2	6" Flexible Base Driveway Approach	SY	99	25.00	2,475.00	
25 NCTCOG 204.2	4" Topsoil	SY	3625	-	-	
26 NCTCOG 204.6	Seeding Hydromulch	SY	3625	-	-	
27 TMUTCD 2B.05	Install Sign Panel and Post (R1-1)	EA	0	-	-	
28 TMUTCD 2B.13	Install Sign Panel and Post (R2-1)	EA	0	-	-	
29 NCTCOG 801.2	Install Single Guard Terminal	EA	4	-	-	
30 NCTCOG 801.2	Install Metal Beam Guard Fence	LF	575	-	-	
31 NCTCOG 203.1	Install 4' Barbed Wire Fence	LF	192	-	-	
32 TxDOT 666	REFL PAV MRK TY II (W) 4" (SLD)	LF	3280	-	-	
33 TxDOT 666	REFL PAV MRK TY II (Y) 4" (SLD)	LF	1415	-	-	
34 TxDOT 666	REFL PAV MRK TY II (Y) 4" (BRK)	LF	410	-	-	
35 TxDOT 666	REFL PAV MRK TY II (W) 24" (SLD)	LF	0	-	-	
PAVING IMPROVEMENTS SUB-TOTAL					\$ 324,864.40	
STORM DRAIN IMPROVEMENTS						
36 TxDOT 460	CMP (GAL STL 12 IN)	LF	0	\$ -	\$ -	
37 TxDOT 460	CMP (GAL STL 18 IN)	LF	35	60	2,100.00	
38 TxDOT 460	CMP (GAL STL 24 IN)	LF	0	0	-	
39 TxDOT 464	RC PIPE (CL III) (18 IN)	LF	0	0	-	
40 TxDOT 462	CONC BOX CULV (8 FT X 5 FT)	LF	0	1500	-	
41 TxDOT 462	CONC BOX CULV (8 FT X 4 FT)	LF	0	0	-	
42 TxDOT 462	CONC BOX CULV (8 FT X 3 FT)	LF	0	0	-	
43 TxDOT 462	CONC BOX CULV (3 FT X 2 FT)	LF	0	0	-	
44 TxDOT 467	SET (TY II) (12 in) (CMP) (6:1) (P)	EA	2	2000	4,000.00	
45 TxDOT 467	SET (TY II) (18 in) (CMP) (6:1) (P)	EA	2	2500	5,000.00	
46 TxDOT 467	SET (TY II) (18 in) (RCP) (6:1) (P)	EA	0	0	-	
47 TxDOT 467	SET (TY II) (24 in) (CMP) (6:1) (P)	EA	0	0	-	
48 TxDOT 466	WINGWALL (PW-1) (Hw=2.5 FT)	EA	0	0	-	
49 TxDOT 466	WINGWALL (PW-1) (Hw=4 FT)	EA	0	0	-	
50 TxDOT 466	WINGWALL (PW-2) (Hw=5 FT)	EA	0	0	-	
51 TxDOT 466	WINGWALL (PW-2) (Hw=6 FT)	EA	0	15000	-	
52 TxDOT 432	RIPRAP (CONC) (4IN)	CY	0	0	-	
53 TxDOT 432	RIPRAP (STONE PROTECTION) (18 IN)	CY	0	0	-	
54 TxDOT 432	RIPRAP (STONE PROTECTION) (30 IN)	CY	0	200	-	
STORM DRAIN IMPROVEMENTS SUB-TOTAL					\$ 11,100.00	
TOTAL OPINION OF CONSTRUCTION COSTS					\$ 335,964.40	

LACKLAND PHASE 1						
Bid No.	Spec Reference	Bid Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
PAVING IMPROVEMENTS						
1	01 29 10	Mobilization	LS	1	\$ 25,000.00	\$ 25,000.00
2	NCTCOG 801.1	Traffic Control	MO	4	5000	20000
3	NCTCOG 202	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	LS	1	0	0
4	NCTCOG 203.1	Right of Way Preparations	STA	47.4	500	23700
5	NCTCOG 107.21	Project Signs	EA	1	1500	1500
6	NCTCOG 203.1	Remove Driveway Culvert (<=24")	LF	388	18	6984
7	NCTCOG 203.1	Remove Crossing Culvert (18" RCP)	LF	0	0	0
8	NCTCOG 203.1	Remove Crossing Culvert (24" CMP)	LF	0	0	0
9	NCTCOG 203.1	Remove Crossing Culvert (48" CMP)	LF	36	50	1800
10	NCTCOG 203.1	Remove Concrete Safety End Treatment	EA	6	250	1500
11	NCTCOG 203.1	Remove And Replace Mailbox	EA	1	500	500
12	NCTCOG 203.1	Remove And Replace Special Mailbox	EA	1	1000	1000
13	NCTCOG 203.1	Remove Barbed Wire Fence	LF	175	10	1750
14	NCTCOG 203.1	Remove Asphalt Driveway	SY	0	0	0
15	NCTCOG 203.1	Remove Gravel Driveway	SY	1492	10	14920
16	NCTCOG 203.1	Remove Concrete Headwall	EA	0	0	0
17	TMUTCD	Remove Sign	EA	0	0	0
18	NCTCOG 203.2	Unclassified Roadway Excavation	CY	0	0	0
19	NCTCOG 303	6" Continuously Reinforced Concrete Pavement	SY	417	90	37530
20	NCTCOG 302	2" HMAC Type "B"	SY	13264.6	9.2	122034.32
21	NCTCOG 302	2" HMAC Type "D"	SY	12748.35	10	127483.5
	TxDOT 316	Seal Coating	SY	14220	4.65	66123
22	NCTCOG 301.2	8" Grade 1 Type D Flex Base Subgrade	SY	14220	14.25	202635
23	NCTCOG 305.2	6" Asphalt Driveway Approach	SY	0	0	0
24	NCTCOG 305.2	6" Flexible Base Driveway Approach	SY	1073	25	26825
25	NCTCOG 204.2	4" Topsoil	SY	13700	0	0
26	NCTCOG 204.6	Seeding Hydromulch	SY	13700	0	0
27	TMUTCD 2B.05	Install Sign Panel and Post (R1-1)	EA	0	0	0
28	TMUTCD 2B.13	Install Sign Panel and Post (R2-1)	EA	1	0	0
29	NCTCOG 801.2	Install Single Guard Terminal	EA	8	0	0
30	NCTCOG 801.2	Install Metal Beam Guard Fence	LF	1075	0	0
31	NCTCOG 203.1	Install 4' Barbed Wire Fence	LF	238	0	0
32	TxDOT 666	REFL PAV MRK TY II (W) 4" (SLD)	LF	6480	0	0
33	TxDOT 666	REFL PAV MRK TY II (Y) 4" (SLD)	LF	2920	0	0
34	TxDOT 666	REFL PAV MRK TY II (Y) 4" (BRK)	LF	840	0	0
35	TxDOT 666	REFL PAV MRK TY II (W) 24" (SLD)	LF	0	0	0
PAVING IMPROVEMENTS SUB-TOTAL						\$ 681,284.82
STORM DRAIN IMPROVEMENTS						
36	TxDOT 460	CMP (GAL STL 12 IN)	LF	0	70	0
37	TxDOT 460	CMP (GAL STL 18 IN)	LF	344	\$ 60.00	\$ 20,640.00
38	TxDOT 460	CMP (GAL STL 24 IN)	LF	340	70	23800
39	TxDOT 464	RC PIPE (CL III) (18 IN)	LF	0	0	0
40	TxDOT 462	CONC BOX CULV (9 FT X 5 FT)	LF	0	0	0
41	TxDOT 462	CONC BOX CULV (8 FT X 4 FT)	LF	520	1000	520000
42	TxDOT 462	CONC BOX CULV (8 FT X 3 FT)	LF	0	0	0
43	TxDOT 462	CONC BOX CULV (3 FT X 2 FT)	LF	35	450	15750
44	TxDOT 467	SET (TY II) (12 in) (CMP) (6:1) (P)	EA	0	0	0
45	TxDOT 467	SET (TY II) (18 in) (CMP) (6:1) (P)	EA	14	2500	35000
46	TxDOT 467	SET (TY II) (18 in) (RCP) (6:1) (P)	EA	0	0	0
47	TxDOT 467	SET (TY II) (24 in) (CMP) (6:1) (P)	EA	14	3000	42000
48	TxDOT 466	WINGWALL (PW-1) (Hw=2.5 FT)	EA	2	4500	9000
49	TxDOT 466	WINGWALL (PW-1) (Hw=4 FT)	EA	0	0	0
50	TxDOT 466	WINGWALL (PW-2) (Hw=5 FT)	EA	2	10000	20000
51	TxDOT 466	WINGWALL (PW-2) (Hw=6 FT)	EA	0	0	0
52	TxDOT 432	RIPRAP (CONC) (4IN)	CY	32	350	11200
53	TxDOT 432	RIPRAP (STONE PROTECTION) (18 IN)	CY	109	150	16350
54	TxDOT 432	RIPRAP (STONE PROTECTION) (30 IN)	CY	868	200	173600
STORM DRAIN IMPROVEMENTS SUB-TOTAL						\$ 687,340.00
TOTAL OPINION OF CONSTRUCTION COSTS						\$ 1,568,624.82

CITY ALTERNATIVE 2

Bid No.	Spec Reference	Bid Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
PAVING IMPROVEMENTS						
1	01 29 10	Mobilization	LS	1	\$ 15,000.00	\$ 15,000.00
2	NCTCOG 801.1	Traffic Control	MO	1	5000	5000
3	NCTCOG 202	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	LS	1	0	0
4	NCTCOG 203.1	Right of Way Preparations	STA	4.8	500	2400
5	NCTCOG 107.21	Project Signs	EA	0	0	0
6	NCTCOG 203.1	Remove Driveway Culvert (<=24")	LF	26	18	468
7	NCTCOG 203.1	Remove Crossing Culvert (18" RCP)	LF	0	0	0
8	NCTCOG 203.1	Remove Crossing Culvert (24" CMP)	LF	0	0	0
9	NCTCOG 203.1	Remove Crossing Culvert (48" CMP)	LF	0	0	0
10	NCTCOG 203.1	Remove Concrete Safety End Treatment	EA	0	0	0
11	NCTCOG 203.1	Remove And Replace Mailbox	EA	1	500	500
12	NCTCOG 203.1	Remove And Replace Special Mailbox	EA	0	0	0
13	NCTCOG 203.1	Remove Barbed Wire Fence	LF	0	0	0
14	NCTCOG 203.1	Remove Asphalt Driveway	SY	0	0	0
15	NCTCOG 203.1	Remove Gravel Driveway	SY	125	15	1875
16	NCTCOG 203.1	Remove Concrete Headwall	EA	0	0	0
17	TMUTCD	Remove Sign	EA	0	0	0
18	NCTCOG 203.2	Unclassified Roadway Excavation	CY	0	0	0
19	NCTCOG 303	8" Continuously Reinforced Concrete Pavement	SY	0	0	0
20	NCTCOG 302	2" HMAC Type "B"	SY	1387.2	9.2	12762.24
21	NCTCOG 302	2" HMAC Type "D"	SY	1333.2	10	13332
	TxDOT 316	Seal Coating	SY	1440	4.65	6696
22	NCTCOG 301.2	8" Grade 1 Type D Flex Base Subgrade	SY	1440	20	28800
23	NCTCOG 305.2	8" Asphalt Driveway Approach	SY	0	0	0
24	NCTCOG 305.2	8" Flexible Base Driveway Approach	SY	93	25	2325
25	NCTCOG 204.2	4" Topsoil	SY	1300	0	0
26	NCTCOG 204.6	Seeding Hydromulch	SY	1300	0	0
27	TMUTCD 2B.05	Install Sign Panel and Post (R1-1)	EA	0	0	0
28	TMUTCD 2B.13	Install Sign Panel and Post (R2-1)	EA	0	0	0
29	NCTCOG 801.2	Install Single Guard Terminal	EA	1	0	0
30	NCTCOG 801.2	Install Metal Beam Guard Fence	LF	0	0	0
31	NCTCOG 203.1	Install 4' Barbed Wire Fence	LF	0	0	0
32	TxDOT 666	REFL PAV MRK TY II (W) 4" (SLD)	LF	960	0	0
33	TxDOT 666	REFL PAV MRK TY II (Y) 4" (SLD)	LF	960	0	0
34	TxDOT 666	REFL PAV MRK TY II (Y) 4" (BRK)	LF	0	0	0
35	TxDOT 666	REFL PAV MRK TY II (W) 24" (SLD)	LF	0	0	0
PAVING IMPROVEMENTS SUB-TOTAL						\$ 89,158.24
STORM DRAIN IMPROVEMENTS						
36	TxDOT 460	CMP (GAL STL 12 IN)	LF	0	\$ -	\$ -
37	TxDOT 460	CMP (GAL STL 18 IN)	LF	31	100	3100
38	TxDOT 460	CMP (GAL STL 24 IN)	LF	0	0	0
39	TxDOT 464	RC PIPE (CL III) (18 IN)	LF	0	0	0
40	TxDOT 462	CONC BOX CULV (9 FT X 5 FT)	LF	0	0	0
41	TxDOT 462	CONC BOX CULV (8 FT X 4 FT)	LF	0	0	0
42	TxDOT 462	CONC BOX CULV (8 FT X 3 FT)	LF	0	0	0
43	TxDOT 462	CONC BOX CULV (3 FT X 2 FT)	LF	0	0	0
44	TxDOT 467	SET (TY II) (12 in) (CMP) (6:1) (P)	EA	0	0	0
45	TxDOT 467	SET (TY II) (18 in) (CMP) (6:1) (P)	EA	0	0	0
46	TxDOT 467	SET (TY II) (18 in) (RCP) (6:1) (P)	EA	0	0	0
47	TxDOT 467	SET (TY II) (24 in) (CMP) (6:1) (P)	EA	4	3000	12000
48	TxDOT 466	WINGWALL (PW-1) (Hw=2.5 FT)	EA	0	0	0
49	TxDOT 466	WINGWALL (PW-1) (Hw=4 FT)	EA	0	0	0
50	TxDOT 466	WINGWALL (PW-2) (Hw=5 FT)	EA	0	0	0
51	TxDOT 466	WINGWALL (PW-2) (Hw=6 FT)	EA	0	0	0
52	TxDOT 432	RIPRAP (CONC) (4 IN)	CY	0	0	0
53	TxDOT 432	RIPRAP (STONE PROTECTION) (18 IN)	CY	0	0	0
54	TxDOT 432	RIPRAP (STONE PROTECTION) (30 IN)	CY	0	0	0
STORM DRAIN IMPROVEMENTS SUB-TOTAL						\$ 15,100.00
TOTAL OPINION OF CONSTRUCTION COSTS						\$104,258.24

LACKLAND PHASE 2						
Bid No.	Spec Reference	Bid Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
PAVING IMPROVEMENTS						
1	01 29 10	Mobilization	LS	1	\$15,000.00	\$ 15,000.00
2	NCTCOG 801.1	Traffic Control	MO	2	5000	10000
3	NCTCOG 202	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	LS	1		0
4	NCTCOG 203.1	Right of Way Preparations	STA	13	700	9100
5	NCTCOG 107.21	Project Signs	EA	0		0
6	NCTCOG 203.1	Remove Driveway Culvert (<=24")	LF	0		0
7	NCTCOG 203.1	Remove Crossing Culvert (18" RCP)	LF	0	0	0
8	NCTCOG 203.1	Remove Crossing Culvert (24" CMP)	LF	0	0	0
9	NCTCOG 203.1	Remove Crossing Culvert (48" CMP)	LF	0		0
10	NCTCOG 203.1	Remove Concrete Safety End Treatment	EA	0	0	0
11	NCTCOG 203.1	Remove And Replace Mailbox	EA	1	500	500
12	NCTCOG 203.1	Remove And Replace Special Mailbox	EA	0	0	0
13	NCTCOG 203.1	Remove Barbed Wire Fence	LF	0	0	0
14	NCTCOG 203.1	Remove Asphalt Driveway	SY	0	0	0
15	NCTCOG 203.1	Remove Gravel Driveway	SY	166	20	3320
16	NCTCOG 203.1	Remove Concrete Headwall	EA	0	0	0
17	TMUTCD	Remove Sign	EA	0	0	0
18	NCTCOG 203.2	Unclassified Roadway Excavation	CY	0	0	0
19	NCTCOG 303	6" Continuously Reinforced Concrete Pavement	SY	0	0	0
20	NCTCOG 302	2" HMAC Type "B"	SY	3757	9.2	34564.4
21	NCTCOG 302	2" HMAC Type "D"	SY	3610.75	10	36107.5
	TxDOT 316	Seal Coating	SY	3900	4.65	18135
22	NCTCOG 301.2	8" Grade 1 Type D Flex Base Subgrade	SY	3900	15.56	60684
23	NCTCOG 305.2	6" Asphalt Driveway Approach	SY	0	0	0
24	NCTCOG 305.2	6" Flexible Base Driveway Approach	SY	118	25	2950
25	NCTCOG 204.2	4" Topsoil	SY	1300	0	0
26	NCTCOG 204.6	Seeding Hydromulch	SY	1300	0	0
27	TMUTCD 2B.05	Install Sign Panel and Post (R1-1)	EA	0	0	0
28	TMUTCD 2B.13	Install Sign Panel and Post (R2-1)	EA	0	0	0
29	NCTCOG 801.2	Install Single Guard Terminal	EA	0	0	0
30	NCTCOG 801.2	Install Metal Beam Guard Fence	LF	0	0	0
31	NCTCOG 203.1	Install 4' Barbed Wire Fence	LF	0	0	0
32	TxDOT 666	REFL PAV MRK TY II (W) 4" (SLD)	LF	2600	0	0
33	TxDOT 666	REFL PAV MRK TY II (Y) 4" (SLD)	LF	2600	0	0
34	TxDOT 666	REFL PAV MRK TY II (Y) 4" (BRK)	LF	0	0	0
35	TxDOT 666	REFL PAV MRK TY II (W) 24" (SLD)	LF	0	0	0
		PAVING IMPROVEMENTS SUB-TOTAL				\$190,360.90
		TOTAL OPINION OF CONSTRUCTION COSTS				\$206,171.83

CITY ALTERNATIVE 3									
Bid No.	Spec Reference	Bid Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost	NEW FAIRVIEW TXDOT PORTION		
PAVING IMPROVEMENTS							unit	total	
1	01 29 10	Mobilization	LS	1	\$10,000.00	\$ 10,000.00	1	\$10,000.00	\$ 10,000.00
2	NCTCOG 801.1	Traffic Control	MO	2	5000	10,000.00	2	\$ 1,250.00	2,500.00
3	NCTCOG 202	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	LS	1	0	-	1	\$ 1,000.00	1,000.00
4	NCTCOG 203.1	Right of Way Preparations	STA	21.8	500	10,900.00	3	\$ 250.00	750.00
5	NCTCOG 107.21	Project Signs	EA	0	0	-	0	-	-
6	NCTCOG 203.1	Remove Driveway Culvert (<24")	LF	0	0	-	0	-	-
7	NCTCOG 203.1	Remove Crossing Culvert (15" RCP)	LF	0	35	-	90	\$ 25.00	2,250.00
8	NCTCOG 203.1	Remove Crossing Culvert (24" CMP)	LF	31	40	1,240.00	0	-	-
9	NCTCOG 203.1	Remove Crossing Culvert (48" CMP)	LF	0	0	-	0	-	-
10	NCTCOG 203.1	Remove Concrete Safety End Treatment	EA	0	500	-	2	\$ 375.00	750.00
11	NCTCOG 203.1	Remove And Replace Mailbox	EA	2	250	500.00	0	-	-
12	NCTCOG 203.1	Remove And Replace Special Mailbox	EA	0	0	-	0	-	-
13	NCTCOG 203.1	Remove Barbed Wire Fence	LF	0	0	-	45	\$ 5.00	225.00
14	NCTCOG 203.1	Remove Asphalt Driveway	SY	95	100	9,500.00	0	-	-
15	NCTCOG 203.1	Remove Gravel Driveway	SY	278	10	2,780.00	70	\$ 7.50	525.00
16	NCTCOG 203.1	Remove Concrete Headwall	EA	0	0	-	0	-	-
17	TMUTCD	Remove Sign	EA	1	250	250.00	0	-	-
18	NCTCOG 203.2	Unclassified Roadway Excavation	CY	0	0	-	150	\$ 13.20	1,980.00
19	NCTCOG 303	6" Continuously Reinforced Concrete Pavement	SY	0	0	-	0	-	-
20	NCTCOG 302	2" HMA Type B	SY	6041.2	9.2	55,579.04	624	\$ 60.00	37,440.00
21	NCTCOG 302	2" HMA Type D	SY	5772.2	10	57,722.00	625	\$ 27.50	17,187.50
22	TXDOT 316	Seal Coating	SY	6231	4.65	28,974.15	0	-	-
23	NCTCOG 301.2	8" Grade 1 Type D Flex Base Subgrade	SY	6231	15	93,465.00	1000	\$ 6.50	6,500.00
24	NCTCOG 305.2	6" Asphalt Driveway Approach	SY	56	70	3,920.00	0	-	-
25	NCTCOG 305.2	6" Flexible Base Driveway Approach	SY	215	25	5,375.00	30	\$ 12.00	360.00
26	NCTCOG 204.2	4" Topsoil	SY	4200	1	4,200.00	450	\$ 2.00	900.00
27	NCTCOG 204.6	Seeding Hydromulch	SY	4200	5	21,000.00	450	\$ 4.00	1,800.00
28	TMUTCD 2B.05	Install Sign Panel and Post (R1-1)	EA	1	950	950.00	0	-	-
29	TMUTCD 2B.13	Install Sign Panel and Post (R2-1)	EA	1	950	950.00	0	-	-
30	NCTCOG 801.2	Install Single Guard Terminal	EA	4	5250	21,000.00	0	-	-
31	NCTCOG 801.2	Install Metal Beam Guard Fence	LF	325	100	32,500.00	0	-	-
32	NCTCOG 203.1	Install 4" Barbed Wire Fence	LF	0	5	-	0	-	-
33	TXDOT 666	REFL PAV MKT TY II (W) 4" (SLD)	LF	4808	1	4,808.00	0	-	-
34	TXDOT 666	REFL PAV MKT TY II (Y) 4" (SLD)	LF	1720	1	1,720.00	0	-	-
35	TXDOT 666	REFL PAV MKT TY II (Y) 4" (BRK)	LF	445	1	445.00	0	-	-
36	TXDOT 666	REFL PAV MKT TY II (W) 24" (SLD)	LF	0	0	-	0	-	-
PAVING IMPROVEMENTS SUB-TOTAL						\$375,018.19		\$101,227.50	
STORM DRAIN IMPROVEMENTS									
37	TXDOT 460	CMP (GAL STL 12 IN)	LF	0	\$ 50.00	\$ -	21	\$ 90.00	\$ 1,890.00
38	TXDOT 460	CMP (GAL STL 18 IN)	LF	24	60	1,440.00	0	-	-
39	TXDOT 460	CMP (GAL STL 24 IN)	LF	22	70	1,540.00	0	-	-
40	TXDOT 464	RC PIPE (CL III) (18 IN)	LF	0	150	-	60	\$ 130.00	7,800.00
41	TXDOT 462	CONC BOX CULV (9 FT X 5 FT)	LF	0	0	-	0	-	-
42	TXDOT 462	CONC BOX CULV (8 FT X 4 FT)	LF	0	0	-	0	-	-
43	TXDOT 462	CONC BOX CULV (3 FT X 2 FT)	LF	0	0	-	0	-	-
44	TXDOT 467	SET (TY III) (12 in) (CMP) (6-1) (P)	EA	0	2000	-	2	\$ 1,275.00	2,550.00
45	TXDOT 467	SET (TY III) (18 in) (CMP) (6-1) (P)	EA	2	2500	5,000.00	0	-	-
46	TXDOT 467	SET (TY III) (18 in) (RCP) (6-1) (P)	EA	0	2500	-	2	\$ 1,850.00	3,700.00
47	TXDOT 467	SET (TY III) (24 in) (CMP) (6-1) (P)	EA	2	3100	6,200.00	0	-	-
48	TXDOT 466	WINGWALL (PW-1) (Hw=2.5 FT)	EA	0	0	-	0	-	-
49	TXDOT 466	WINGWALL (PW-2) (Hw=4 FT)	EA	2	9000	18,000.00	0	-	-
50	TXDOT 466	WINGWALL (PW-2) (Hw=5 FT)	EA	0	0	-	0	-	-
51	TXDOT 466	WINGWALL (PW-2) (Hw=6 FT)	EA	0	0	-	0	-	-
52	TXDOT 432	RIPRAP (CONC) (4IN)	CY	5	350	1,750.00	0	-	-
53	TXDOT 432	RIPRAP (STONE PROTECTION) (18 IN)	CY	22	150	3,300.00	0	-	-
54	TXDOT 432	RIPRAP (STONE PROTECTION) (30 IN)	CY	0	0	-	0	-	-
STORM DRAIN IMPROVEMENTS SUB-TOTAL						74540		\$ 15,940.00	
TOTAL OPINION OF CONSTRUCTION COSTS						\$449,058.19		\$117,167.50	

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

May 20, 2024

Appointment of a Naming Review Committee

DESCRIPTION:

Receive, consider, and act on the appointing of Naming Review Committee to review a Naming Application that has been submitted to the City.

BACKGROUND INFORMATION:

On April 15, 2024, the City Council adopted a Naming Policy (Resolution 202404-04-123) for City buildings, facilities, land, or any portion thereof. The Policy contains procedures to follow when the City receives a Naming Application for the naming of City buildings, facilities, land, or any portion thereof.

PROCEDURES FOR NAMING CITY BUILDINGS, FACILITIES, LAND, OR ANY PORTION THEREOF

- A. Groups or individuals may submit nominations for naming a City building, facility, land, or any portion thereof by submitting a completed Naming Application with all required information to the City Administrator.
- B. Once the City Administrator has a complete Naming Application, he will inform the City Council and request that they appoint a Naming Review Committee that shall consist of the following:
 - a. the Mayor;
 - b. a City Council Member;
 - c. two city staff members; and
 - d. two City Board or Commission members (they must be from the Park Board if it involves a park facility or property).
- C. The ad hoc Naming Review Committee shall be guided by the provisions of this policy and shall provide a recommendation to the City Council for consideration.
- D. The final decision for naming a City building, facility, land, or any portion thereof shall rest with the City Council.

The City has received a Naming Application from Mr. Jaime T. Chacon, business owner of Top Flight Steel located at 101 County Road 4717, for the naming of the new City Park. Staff is requesting that the City Council appoint a Naming Review Committee to review the application and make a recommendation to the City Council. At the last Parks Board meeting, Deborah Greene and Christine Waldie have volunteered to be on the Naming Review Committee to represent the Parks and Recreation Board.

FINANCIAL CONSIDERATION:

The Policy states that any monetary or in-kind contribution must have a value of at least \$20,000, with at least ten percent (10%) of the value in a cash donation to the City, towards the acquisition and/or development of a City facility, building, land, or any portion thereof. Any in-kind donations must fit within the standards of the City of New Fairview, and the placement must be approved by the City Administrator.

RECOMMENDED MOTION:

I move to **Appoint** a Naming Review Committee to review the Naming Application submitted by Jaime T. Chacon that consists of the following individuals:

ATTACHMENT(S):

1. Naming Application



CITY OF NEW FAIRVIEW NAMING APPLICATION
City Buildings, Facilities, Land, or Any Portion Thereof

Please type or print clearly in ink:

Date of Submittal

04/26/2024

Individual or Organization Submitting Nomination:

Jaime T Chacon

Recommended Name of City Building, Facility, Land, or Any Portion Thereof:

Chacon Community Park

Location of City Building, Facility, Land, or Any Portion Thereof:

Address

150 Stewart Street

Cross Street

Creasser lane

Description of Location

City Park

Explanation of why this name should be considered. Please include the individual's biographical information and vitae or resume. Use additional sheets, if necessary:

Top Flight Steel Inc was established in 1997. In 2001, we established our roots in the City of New Fairview on county road 4717. Top Flight Steel is as commercial steel erection company that provides the installation of tilt wall panels, structural steel framing, and decking on buildings throughout the nation. Top Flight Steel employs over 200 people locally. We helped with the building of Carson Elementary in Decatur, and recently helped build Aquiline off 2264.

I moved my family to Decatur, TX in 1997. I have a son and a daughter that attended the Decatur school district, and graduated from Decatur. I had a vision to provide my family with a better life. My father came down to visit us when we first moved in. I told my father of my vision. He was a man of few words, and always did what he could to provide for his family. My father told me "I would never know if I didn't try". He gave me the confidence to take the risk and gave me what he could to get started financially. He wasn't an educated man but my father was the man who taught me my work ethic. I never thought this company would be where it is at now. Being able to show my father the growth I've been able to achieve has made me a proud man. I pray that the city considers naming this park after my family's name. Thank you

Point of Contact

First Name

Jaime

Last Name

Chacon

Address

101 CR 4717

City

Rhome

State

TX

Zip

76078

Phone Number

817.319.5904

Email Address

jaime@topflightsteelinc.com

Organization or Secondary contact

Organization / First Name

Last Name

Address

City

State

Zip

Phone Number

Email Address

Signature of Nominator or Organization Representative:

Jaime T Chacon

Digitally signed by Jaime T Chacon
Date: 2024.04.26 14:13:12 -05'00'

Date:

4/26/24

****Download Adobe PDF Reader to utilize the digital signature****

Please return this form to City Hall. Please call for an appointment at 817-638-5366, or
E-mail this form to info@newfairview.org

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator
2024

May 20,

Employee Policy and Procedure Manual

DESCRIPTION:

Receive, consider, and act on a Resolution updating the Personnel Policy and Procedure Manual.

BACKGROUND INFORMATION:

On June 1, 2020, the City Council adopted the current Personnel Policy and Procedure Manual (Resolution 2020-15-105). Many changes in state and federal law have occurred since this policy was adopted. Also, our current policy does not address certain issues that are common in municipal operations, so staff have undertaken some revisions to the policy.

The purpose of a Personnel Policy and Procedure Manual is to provide managers, supervisors, and employees with a written source of information about the policies, procedures, and administrative directives of the City of New Fairview. The policy manual allows for good and uniform practices and administration in the management of the City's employees. It promotes high morale by the consistent administration of policies and procedures through consideration of the rights and interests of all employees.

To ensure that policies and procedures are kept current, periodic updates of the policy manual. Staff have reviewed other cities personnel policies for comparison to our existing policy manual and have worked with the City Attorney on drafting the proposed revisions. Staff has also kept the organization's Core Values (Integrity, Service, Trust, Transparency, Respectful, Accountable, and fiscally responsible) in mind while considering revisions to the policy manual.

There were work session discussions between staff and the council at the March 18, April 1, and April 15 meetings. The input from the consensus of the council was taken on the proposed revisions.

FINANCIAL CONSIDERATION:

There are sections in the Personnel Policy that will have an impact on the City budget. Nothing in the Policy will significantly impact the current approved budget.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution updating the Personnel Policy and Procedure Manual.

ATTACHMENT(S):

1. Resolution 202405-01-124



**CITY OF NEW FAIRVIEW, TEXAS
RESOLUTION NO. 202405-01-124**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS, APPROVING AND ADOPTING THE CITY OF NEW FAIRVIEW EMPLOYEE PERSONNEL POLICY AND PROCEDURE MANUAL; PROVIDING FOR THE INCORPORATION OF PREMISES; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Fairview is a Type A General Law Municipality, created under the authority of Chapter 6 of the Texas Local Government Code; and

WHEREAS, the City of New Fairview has previously adopted and amended by Resolution a personnel policy and procedure manual, providing for compensation, benefits, discipline and attendance, among other things; and

WHEREAS, periodic review and amendment of such policies is a good personnel administration practice assisting in sound of human resources management and compliance with state and federal law; and

WHEREAS, the review and amendatory process has been completed by the City's administrative staff and reviewed by City Council; and

WHEREAS, the City Council desires to now also rescind and repeal its previous Resolutions, adopting or amending prior versions of the Employee Handbook; and

WHEREAS, the City Council believes that it best serves its interests to adopt such changes and amendments as set forth in City of New Fairview Employee Handbook in Exhibit A, attached hereto, by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS:

SECTION 1: The above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2: The City Council of the City of New Fairview hereby repeals any previous resolutions adopting or amending the City's personnel policies, procedures, and handbooks, and hereby approves and adopts the "City of New Fairview Personnel Policy and Procedure Manual" in Exhibit "A," attached hereto and incorporated as if set forth fully herein.

SECTION 3: That it is hereby found and determined that the meeting at which this Resolution is adopted to be open to the public as required by law.

SECTION 4: This Resolution shall take effect immediately from and after its passage.

PRESENTED AND PASSED on this 6th day of May, 2024, at a regular meeting of the New Fairview City Council.

John Taylor, Mayor
City of New Fairview

Attest:

Brooke Boller, City Secretary

EXHIBIT “A”
PERSONNEL POLICY AND PROCEDURE MANUAL



CITY OF NEW FAIRVIEW, TEXAS

Employee Personnel Policy and Procedures

ADOPTED: _____

RESOLUTION NUMBER: _____

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SECTION 1: GENERAL EMPLOYMENT POLICIES

INTRODUCTORY STATEMENT

The purpose of this document is to communicate to employees the general policies and procedures of the city for employees. The intent of the policies and procedures are to bring to the City of New Fairview a high degree of understanding, cooperation, efficiency, and unity, which comes through a systematic application of established procedures in personnel administration, and to provide a uniform policy for all employees, with all the benefits such a program ensures. This policy applies to all City employees.

BASIC OBJECTIVES OF EMPLOYEE POLICIES

The purpose of these policies is to provide a uniform set of rules governing City employee relations. The fundamental principles of good personnel administration sought to be achieved by these policies include:

- A. to promote and increase effectiveness, efficiency, and economy in the service of the City.
- B. to provide fair and equal opportunity to all qualified applicants to enter City employment on the basis of demonstrated qualifications, as well as merit and fitness as ascertained through fair and practical methods of application, recruitment, selection, and promotion.
- C. to develop a program of recruitment, advancement and tenure that will make employment with the city attractive as a career and encourage each employee to render his/her best to strive for excellence in service to the City.
- D. Establishment and maintenance of a uniform plan of evaluation and remuneration based upon market trends for duties and responsibilities in the service of the City.
- E. to establish and promote high morale among employees by providing a pleasant working environment, uniform personnel policies, opportunity for advancement, and consideration of employee welfare.

All employees and especially new employees of the City should read, understand, and follow all provisions of this handbook. This handbook describes employee responsibilities and outlines the programs developed by the City to benefit employees.

No employee handbook can anticipate every circumstance or question about policy. As the City continues to grow the need may arise, and the City reserves the right to revise, supplement or rescind any policies or portion(s) of this handbook, as it may, from time to time, deem appropriate. The provisions of this policy and procedure may be amended or canceled at any time at the City's sole discretion. Employees will be notified of such changes to the handbook as they occur.

NATURE OF EMPLOYMENT

Employment with the City is voluntarily entered into, and the employee is free to resign at will at any time, with or without reason. Similarly, the City is an "at will" employer and may terminate the employment relationship at will at any time, with or without notice or cause.

The policies set forth in this handbook do not create a contract, nor are they to be construed as contractual obligations of any kind or a contract of employment between the City and any of its employees. The provisions of the handbook have been developed at the discretion of management and serve as general guidelines and, except for its policy of "at will" employment, the policies and provisions may be amended or canceled based upon the needs of the City and the direction management may set.

Except as provided in these policies, these provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the City Administrator or designee of the City.

The City may at its discretion enter into a contract with employees to outline some terms and conditions of employment unique to that position. No contract or contract provision with an employee shall be construed to mean that the city has changed or amended its policy of "at will employment." No contract or contract provision with an employee shall be construed to mean that the city has changed or amended its policy of allowing an employee to resign at will at any time, with or without reason.

FEDERAL AND STATE LAWS

The City will generally follow federal and state laws regarding employment and employment practices. Some laws and regulations are identified in these policies for emphasis, but others will also be applicable as provided for by law.

EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at The City will be based on merit, qualifications, and abilities. The City will not discriminate in employment opportunities or practices on the basis of race, color, religion, gender, national origin, age, disability, or any other characteristic protected by law.

The City will make reasonable accommodation for qualified individuals with known disabilities unless doing so would result in undue hardship on the City. This policy governs all aspects of employment, including, but not limited to, selection, job assignment, compensation, discipline, termination and access to benefits and training.

In addition to a commitment to provide equal employment opportunities to all qualified individuals, The City has established a grievance procedure to make sure that all the requirements of the Americans with Disabilities Act of 1990 ("ADA") are followed.

Any employees with questions or concerns about any type of discrimination in the workplace are

encouraged to bring these issues to the attention of their immediate supervisor or the City Administrator. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

NEPOTISM

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Relatives of personnel currently employed by the City may be hired only if they will not be working directly for or supervising a relative or will not occupy a position in the same line of authority within the organization. This policy applies to any relative, higher, or lower in the organization, who has the authority to review employment decisions and or to direct, supervise and manage city programs and services. The City employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days, the department director will decide.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage within the prohibited degrees of consanguinity within this policy and the Texas Government Code.

Additionally, under this policy, no person related within the second degree of affinity (marriage) or with the third degree of consanguinity (blood) to the Mayor, any member of the City Council, the City Administrator or City Secretary shall be appointed to any office or full-time position, but this prohibition shall not apply to officers or employees who have been employed by the City continuously for more than six months prior to the election or appointment of such official.

Under this policy, a Department Director, supervisor, or manager shall not approve the appointment to any department, division or work group, any person who is related with second degree by affinity or consanguinity to that director, supervisor, or manager.

NEPOTISM CHARTS

Consanguinity Kinship (Blood)

1 st Degree	2 nd Degree	3 rd Degree
Father	Grandfather	Great Grandfather
Mother	Grandmother	Great Grandmother
Brother	Uncle	Great Uncle
Sister	Aunt	Great Aunt
Son	Nephew	Great Nephew
Daughter	Niece	Great Niece
	Grandchild	Great Grandchild
	1 st Cousin	2 nd Cousin

Affinity Kinship (Marriage)

1 st Degree	2 nd Degree
Spouse's Father	Spouse's Grandfather
Spouse's Mother	Spouse's Grandmother
Spouse's Brother	Spouse's Uncle
Spouse's Sister	Spouse's Aunt
Spouse's Son	Spouse's Nephew
Spouse's Daughter	Spouse's Niece
	Spouse's Grandchild
	Spouse's Cousin

IMMIGRATION LAW COMPLIANCE

Each employee of the City shall be either a citizen of the United States or a legally documented alien with an approved work visa or permit.

Applicants for employment will be required to complete an I-9 Form or other form as required or allowed and provide proof of United States citizenship or legal eligibility to work in the United States as required by the Immigration Reform and Control Act of 1986.

Applicants, including former employees, who cannot demonstrate United States citizenship or status as a legal alien with approval to work in the United States will not be considered for employment.

Employees who lose their status as a United States citizen or whose visa or work permit expires will be terminated.

CONFLICTS OF INTEREST

No employee shall have a financial interest, direct or indirect in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services except in performance of duties as employee. Willful violation of this section will result in the dismissal of the employee from the service of the City.

Employees may not:

- Solicit or accept or agree to accept a financial benefit, other than from the City, which might reasonably tend to influence their performance of duties for the City or that they know or should know is offered with intent to influence the employee's performance.
- Accept employment or compensation that might reasonably induce them to disclose confidential information acquired in the performance of official duties.
- Accept outside employment or compensation that might reasonably tend to impair independence of judgment in the performance of duties for the City.
- Make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and duties for the City.
- Solicit or accept or agree to accept a financial benefit from another person in exchange for having performed duties as a City employee in favor of that person.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the City's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage as outlined in the Nepotism policy.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the City Secretary, as soon as possible, the existence of any actual or potential conflicts of interest so that safeguards can be established to protect all parties.

Personal gain that is not acceptable may result not only in cases where an employee or relative has significant ownership in a firm with which the City does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the City.

RESPECTFUL WORK ENVIRONMENT

The City is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship and is strictly prohibited.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to their supervisor. If the supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the employee should immediately contact

the City Administrator, or in their absence, the City Secretary. Employees may raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible sexual, racial, or other unlawful harassment should promptly advise the City Administrator or City Secretary or any member of management who will handle the matter in a timely and confidential manner. If the city receives a complaint, the City Administrator will begin an investigation into the matter.

Anyone found to have engaged in sexual or other unlawful harassment may be subject to immediate administrative or disciplinary action, including termination of employment.

SECTION 2: EMPLOYMENT POLICIES

EMPLOYMENT APPLICATIONS

The City relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentation, falsification, or material omission in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

EMPLOYEE SELECTION

New employees will be selected on the basis of their job-related qualifications for the position, including their work experience, education, references, criminal background checks, and in the case of those who will be driving City-owned vehicles or driving their own vehicles on City business, safe driving records, and the results of an applicant's drug testing who has been extended a conditional job offer.

HIRING THE NEW EMPLOYEE: RECRUITMENT

The City has several methods of recruiting and selecting persons to fill vacant positions:

- Promotion or transfer from within.
- Public Announcement (including media announcement and posting of notice for City Employees) and competitive consideration of applications for employment.

The City Administrator, in consultation with the Department Director, determines the method of selection to be used in filling each vacancy.

It is the City's policy to promote qualified employees whenever possible. If two or more applicants have substantially equal qualifications and one is a current City employee, the current employee will be given preference over the other application.

The City does not accept applications for employment unless a specific vacancy exists. A person wishing to apply for a job with the City when a specific vacancy does not exist are informed of the

manner of advertising City job announcements and that they may file an application at any time an advertised vacancy exists for which they consider themselves qualified.

Public announcements of position openings at the City for which there will be competitive consideration are disseminated by City Administrator in the manner deemed most appropriate for the position being filed. Current employees are permitted to apply for positions for which they believe themselves to be qualified. The length of time during which applications will be accepted will be determined by City Administrator in consultation with the Department Director in accordance with the circumstances that exist at the time.

Depending on the method of posting, current employees are permitted to apply for positions in which they believe to be qualified. However, employees must be employed by the City for at least six (6) continuous months, before they are eligible to apply/transfer to another department within the City.

The City maintains a job description which establishes the required knowledge, skills, and abilities for each type of City job along with the acceptable levels of experience and training for each job. The job descriptions set forth the minimum acceptable qualifications required to fill the position, along with any required licenses for the position, including time frames to acquire those licenses. It is the policy of the City to be an equal opportunity employer and vacancies in the City workforce are filled by promotion, or by initial appointment, based on merit as demonstrated by education, experience, and personal interview. Selections of the best qualified persons are made based on occupational qualifications and job-related factors such as skills, knowledge, education, experience, and ability to perform the specific job.

PROBATIONARY PERIOD

The probationary period is considered to be the final stage of a selection process for all City employees. During this working test period, employees are required to demonstrate by actual performance the duties to which they have been assigned. This policy addresses the successful completion, extension, or unsuccessful completion of the probationary period. The probationary period is intended to give new employees the opportunity to demonstrate their knowledge, skills, ability, and willingness to perform and complete required work responsibilities and assignments. All new and rehired employees work on an introductory basis for a probationary period of six (6) months.

All employees classified as a rehire, promotion, or transfer must successfully complete a 90-day probationary period, which period may be shortened or lengthened by a determinable length, with prior Department Director and City Administrator written approval, following the rehire, promotion or transfer and before they are eligible for a promotion, a position reclassification, and/or a transfer to another position. Any significant absence will automatically extend an introductory period by the length of the absence.

At the end of the introductory probationary period either for newly hired or promoted employees the employee will be evaluated and, based on a successful evaluation, eligible for a pay increase in accordance with the approved pay plan.

If a Department Director determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a period up to three months. Any personnel action, including written notice for failure to complete assigned work, failure to perform work in an acceptable manner, or failure to follow personnel policies shall automatically result in an extension of the probationary period.

In cases of promotions or transfers within the City, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the additional probationary period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City's needs.

Upon satisfactory completion of the initial probationary period, employees enter the regular employment classification.

During the initial probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After their hire date employees should read the information for each specific benefits program for the details on eligibility requirements. During the initial probationary period, an employee will be eligible for all regular benefits to which they would be eligible as a regular employee.

Benefits eligibility and employment status are not changed during the introductory period resulting from a promotion or transfer within the City.

OUTSIDE EMPLOYMENT

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with the City. All employees will be judged by the same performance standards and will be subject to the City's scheduling demands, regardless of any existing outside work requirements.

If the City determines that an employee's outside work interferes with performance or the ability to meet the requirements of the City as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain an employee of the City.

Outside employment will present a conflict of interest if it has an adverse impact on the City or the employee's ability to adequately perform his/her duties.

Employees may not do outside work on City property, using City resources, or during scheduled or assigned City work hours.

DISABILITY ACCOMMODATION

The City is committed to complying fully with the Americans with Disabilities Act as amended (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment terms and conditions of employment are conducted on a non-discriminatory basis.

Hiring procedures will follow federal laws and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position applied for.

Reasonable accommodations will be considered and made available to all disabled applicants and for employees, where the accommodation will enable the performance of essential job-required functions.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

The City is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. The City follows all state and federal laws providing individuals with disabilities equal opportunities in the workplace.

This policy is neither exhaustive nor exclusive. The City is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

EMPLOYMENT CATEGORIES:

It is the intent of the City to define employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment or benefits for any specified period of time.

Each employee is designated as either EXEMPT or NON-EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are generally excluded from overtime pay under state and/or federal wage and hour laws. An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by City management.

In addition to the above categories, each employee will belong to one other employment category:

REGULAR FULL TIME - employees are those who are not in a temporary or introductory status and whose positions envision the employee working a full-time schedule. Generally, they are eligible for the City's full benefit package, subject to the terms, conditions, and limitations of each benefit program. Regular full-time employees are expected to work 40 or more hours per week. Regular full-time employees are required to work the hours and shifts assigned by their supervisor.

PART TIME - employees are those who are not assigned to a temporary or introductory status and who are generally scheduled to work less than 30 hours per week. They participate in legally mandated benefits (such as Social Security), but they are not eligible for other City benefit programs. However, employees who work 1000 hours or more in a year are required to

participate in TMRS, the City's retirement program.

TEMPORARY/SEASONAL - employees are those who are hired on a short-term basis for a specific project or assignment or as interim replacements to temporarily supplement the work force, to temporarily fill a vacancy, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status unless and until notified of change in writing by management. While temporary employees receive all legally mandated benefits (such as Social Security), they are not eligible for all of the City's benefits programs unless they are required by law or regulation.

ACCESS TO PERSONNEL FILES

The City maintains a personnel file on each employee. The personnel files include such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases and other non-medical employment records.

Personnel files are the property of the City. Aside from customary personal information, generally, only supervisors and management personnel of the City may add information to a personnel file. Employees who wish to review their own file should contact the City Administrator to schedule a time to do so. With reasonable advance notice, employees may review their own personnel files in the City's offices and in the presence of an individual appointed by the City to maintain the file. Access to the information in an employee's personnel file may be subject to disclosure in accordance with the Texas Public Information Act.

Employees who work with information related to personnel files, compensation or other benefits shall maintain the information in strict confidence unless there is a qualifying information request. Then only information required shall be provided to meet the demands of the information request. Failure to follow this policy may result in disciplinary action.

EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join the City are well qualified and have strong potential to be productive and successful, it is the policy of the City to check the employment references of all applicants.

The City Administrator or other designated employee will respond to other company reference checks only when they are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position held.

PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the City in writing of any changes in personnel data. Personal mailing addresses, telephone number, number and names of dependents, individuals to be contacted in the event of any emergency, educational accomplishments, and other such information should be accurate and current at all times. Employees are expected to notify the

City Secretary in writing of any changes to have the employee's information updated. Additionally, if the employee is assigned to work on call or in the event of an emergency, they are also expected to timely notify their supervisor of any changes in their contact information or of changes affecting their response time.

PERFORMANCE EVALUATION

Each employee will have their job performance evaluated on a regular basis, but generally at least every six (6) months.

A formal, written evaluation may be conducted at various times, but at least annually, for each employee. Scores on evaluations will be used to compare the performance, experience, and qualities of employees to their job requirements. The performance evaluation forms may vary for different job categories, departments, and/or supervisory capacity. Evaluations will become a part of the employee's permanent personnel record file.

- A. New field employees should be evaluated at the end of each training period and considered when making full evaluations.
- B. All employees should have their performance evaluated during any probationary period, to ensure adequate training and to provide feedback to the employee on supervisor's expectations and the work requirements.
- C. All new employees will be reevaluated at 180 days to determine if they have successfully completed their probationary period. The City Administrator may review an employee's performance evaluation before recommending termination based on progressive discipline or poor performance.

EMPLOYMENT TERMINATION

Termination of employment may occur for many reasons either by the employee or by the employer. Below are examples of some of the most common circumstances under which employment is terminated:

RESIGNATION: voluntary employment termination initiated by an employee without a reason being given.

RETIREMENT: voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

NEW EMPLOYMENT: voluntary employment termination initiated by the employee when a new or better employment opportunity becomes available through a different employer.

DISCHARGE: involuntary employment termination initiated by the organization related to work performance or violation of personnel policies.

LAYOFF: involuntary employment termination initiated by the organization for non- disciplinary reasons.

Employee compensation and benefits will be affected by employment termination as provided for by these policies and by state and federal law. All employees will be paid for actual hours worked at the next pay period following employment termination. Some benefits authorized by law, or these policies may continue at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

NOTICE FOR RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with the City. The City requests that at least two weeks' written notice of the employee's intent to terminate employment be given before the termination of employment occurs

EXTENDED LEAVE AND RETURN TO WORK

There may be circumstances that cause an employee to be on extended leave such as a serious illness or accident. In those instances, the City will work closely with the employee to ensure coordination and continuity of benefits within the guidelines of the personnel policies, state, and federal law.

An employee who is on extended leave and has exhausted his/her paid leave (comp time, sick leave, and vacation), must submit a completed request for reasonable accommodation form within 30 days of their last paycheck. The employee must provide the form to their physician for completion along with a completed medical authorization and release. After physician has completed the accommodation form the employee will be able to perform the essential job functions within 90 days of the date on the accommodation form, the employee's position will remain unfilled until that 90-day time period has expired. The City will work closely with the employee to determine all eligible benefits including long-term and short-term disability and TMRS eligibility.

SECTION 3: EMPLOYEE COMPENSATION

COMPENSATION AND OVERTIME

Employees will be compensated in accordance with the pay plan that will be adopted by the City from time to time and funded by the annual budget. Compensation may be based upon hours worked for hourly employees, or upon an approved salary for Federal Fair Labor Standards Act (FLSA) exempt employees.

In accordance with the FLSA, nonexempt employees are required to be paid overtime pay at a rate of one and one-half times their regular pay for hours worked in excess of a 40-hour work week.

Exempt employees are not paid overtime.

All overtime must be assigned or authorized in advance by the appropriate supervisor. Failure to obtain supervisory approval prior to working overtime may result in discipline. However, overtime that is a part of a public safety employee's schedule is considered authorized by assignment to the shift or schedule worked. Overtime that is related to an emergency condition is also considered authorized. Examples include response to storm damage, response to a structural fire, response to an accident or medical emergency, a waterline break, the loss of power or essential motors or pumps for utilities, or other emergency conditions representing a threat to public health and safety. Employees may not begin work prior to their scheduled workday and may not continue working beyond the end of their scheduled workday, without prior authorization from the appropriate supervisor. Similarly, employees may not work through their lunch break without prior authorization from the appropriate supervisor.

When work requires that an employee be called back to work to respond to an urgent City need or emergency condition, the City Administrator may authorize that vacation and holiday leave may be counted as hours worked when calculating overtime. For all employees, overtime will be paid to nonexempt employees at one and one-half (1 ½) times the regular rate for hours worked over forty (40) hours in the work week. Hours worked are defined as hours worked, but vacation, sick, military, jury duty and personal leave are not considered to be "hours physically worked" for purposes of calculating overtime.

Exempt personnel under the FLSA laws are generally salaried employees and work the number of hours required to complete their assigned duties. Exempt personnel will not be paid overtime or receive comp time for the number of hours worked in excess of 40. At the City Administrators discretion an exempt employee may flex their time within the same pay period.

When operating requirements or other needs cannot be met during regular working hours, the supervisor may assign, or employees may be given the opportunity to volunteer for overtime work assignments. Overtime assignments will be distributed as equitably as practicable to all employees qualified to perform the required work. Refusal or other failure to work mandatory overtime to address critical or emergency needs of the City may result in disciplinary action.

COMPENSATORY TIME

Nonexempt employees, upon approval of the supervisor, may elect, in lieu of being paid for overtime earned for hours worked, to request that their time instead be credited as "compensatory time," placing their earned overtime in a "comp bank," rather than being paid. The overtime worked will be calculated at time and a half. For example, if an employee works 10 hours of overtime within a work week, they will accrue 15 hours of comp time, which will be placed into the employee's comp bank. An employee may use compensatory time upon approval by the supervisor. Employees will be paid all accrued compensatory time prior to any promotion and upon termination of their employment. The City maintains the right to require that all earned overtime be credited as compensatory time and placed into the employee's comp bank, due to budgetary reasons. An employee's accruals for compensatory time may not exceed 40 hours. Once

accumulated, employees can then request to use their accrued comp time as paid time off. All compensatory time banked is subject to the same payroll recordkeeping as any other hours worked.

FLEX TIME

Flextime is a tool used to allow exempt employees to work hours that are not within the standard work schedule. There are times when a department's operational needs require employees to either come in earlier than their normal reporting time, or to stay later than their normal end of shift time. The adjustment of an employee's work schedule must be approved in advance by the City Administrator prior to the employee working the adjusted schedule. The employee must notify the City Administrator within 48 hours of the time they have worked more than the standard work schedule. It is the responsibility of the immediate supervisor to verify and ensure the performance of employees who are granted flextime. Good relationships with everyone involved are important for a successful flex-time policy. Trust is a big factor; City Administrator must feel confident that the employees will not abuse the benefits that are inherent in a flex-time schedule. Flextime is a privilege, not a right and if abused can be taken away at the discretion of the supervisor.

Examples of Flextime schedules:

- **Adjusted leave or start time** – An employee may be allowed to report later or leave earlier.
- **Adjusted Lunch Period** – An employee's length of their lunch period may be adjusted while still working a full day.
- **Compressed Workweek** - An employee may, for example, be allowed to work four nine (9) hour days and one four (4) hour day.
- **On Call/ On Stand-By-** if an employee is called in under this section, then the City Administrator may adjust this employee's work schedule, preferably within the work week.

COMPENSATION PLAN

Compensation for Classified Positions

- A. Each job shall be assigned to one of the classified grade levels. The compensation plan shall specify an entry, mid and maximum level with an hourly wage or salary, within each pay grade for each classification. The City Council as part of its annual budget process will consider the allocation of funds for pay plan adjustments to the pay plan. The Council may also consider the allocation of funds for additional raises (for example, to employees who have already reached the maximum pay grade level).
- B. Employees at the top of a pay grade may be eligible for a base or pay plan adjustment, if authorized by the City Council.
- C. Probationary employees are not eligible for pay increases until the completion of their six-month probationary period.
- D. The compensation plan may be amended, as circumstances require, through changes recommended by the City Administrator and approved by the City Council.

WORK SCHEDULES AND TIME WORKED

Because of the nature of our business, your work schedule may vary depending on your job.

Normal business hours are set by the City Administrator and/or Department Director and may vary between Departments or positions. A typical schedule would be Monday through Friday with one (1) hour of unpaid time off each day for lunch. A morning and afternoon break will be available to employees for duration of fifteen (15) minutes for each period. The standard workweek is forty (40) hours for all employees.

Public Works Employees may work varying periods dependent upon weather conditions with the approval of the City Administrator.

ON-CALL AND ON-STANDBY

Some city employees serve on general standby to assist in times of emergency.

On-Standby. In particular managers and supervisors must be able to respond during emergencies. standby does not place limitations on the employee or the employee's activities. Under standby, if the employee is available and is called, then the employee agrees to assist. Compensation for responding is dependent upon whether the employee is exempt or non-exempt.

Employees scheduled to be on call are expected to be fit for duty upon reporting to work. Any employee reporting to work after hours, whether on-standby or on-call, is governed by the Substance Abuse and Alcohol Consumption Policy. Sometimes, an employee who is not scheduled to be on call may nevertheless be called out. If this or any other situation occurs where the employee called out is under the influence of alcohol or has a presence in the system of drugs, such that reporting to work would result in a violation of this policy, the employee must so advise the appropriate supervisor on duty. The employee will not be required to report to work.

Exempt employees called in for emergency response will refer to the Flex Time Policy for any work hour adjustments. For exempt employees (including Department Heads) required to work extended hours during a declared disaster where the Flex Time Policy would be unavailable or inadequate, the City Administrator is authorized to compensate exempt employees for hours worked over and above the regular workweek at their regular hourly rate.

On-Standby employees must be able to report to work within 2 hours of being notified.

On Call. Public Works employees will be assigned to work On-Call from time to time on a rotation basis. When assigned On-Call, the employee will take after-hour calls during the week and will do the rounds to check appropriate City equipment and facilities during the weekend as well as take calls for service on the weekend. An On-Call employee will receive compensation for all extra hours worked while on call and will receive an "On-Call" payment (\$50.00) per week for performing the assigned duty. On-Call employees must be able to respond to the work site within an hour of receiving the call to come to work. Failure to adhere to this section may result in disciplinary action or termination.

A non-exempt employee who is called out for after-hours work will be paid for a minimum of two hours' work up to the total actual number of hours worked, whichever is greater. For example, if an employee is called out to work and only works one hour, they will be paid for two hours. The

additional one hour, however, would not be considered “hours worked, for purposes of determining eligibility for overtime, as the additional hour represents a “premium pay,” and not hours worked under the FLSA. Additionally, the City Administrator reserves the right to flex the employee’s time during the week or direct the use of accrued compensatory time, to avoid incurring overtime during the workweek in which call-out work was performed.

LONGEVITY PAY

All TMRS enrolled employees of the City shall receive longevity pay per year for each year of service to the City, beginning after the employee's first full year of employment. Longevity pay shall be at a rate of \$100 for the first full year of service and an additional \$36.00 per year for full-time employees up to 20 years of service. Longevity payments shall be issued once annually, generally in December, and are taxable income. Eligible employees who separate from employment during the year shall not receive longevity pay.

JURY DUTY

The City encourages employees to fulfill their civic responsibilities by serving jury duty when required.

Jury duty leave with pay will be given to any regular full-time employee for up to three (3) days. Part-time or seasonal employees called to jury duty will be allowed time away from work to attend jury duty but the time away will be without pay.

If you are called to jury duty, you should immediately notify your supervisor and present documentation from the court to justify your absence. Any remuneration you receive from the court for your services is yours to keep and will not be deducted from your paycheck.

TIMEKEEPING

The City expects all employees to follow their assigned work schedules unless they have made prior arrangements with their supervisors to work at different times. Employees should not clock in prior to their assigned start times, nor should they clock out later than their assigned ending times, unless they have been instructed by a supervisor to start work early or stop work late. Likewise, employees should not clock in until they are ready and prepared to begin their assigned tasks. They should clock out over their assigned lunch period, and in again when their lunch period is finished, unless they have permission from their supervisor to work through lunch. Employees should thereafter not clock out unless they are completely finished with their work for the day.

The City must maintain accurate time records on all employees, and each employee bears primary responsibility for enabling the City to do that. Properly recording work time and complying with the City's timekeeping procedures are considered to be a part of each employee's job description, regardless of whether such duties are spelled out in such a document. Employees must follow any proscribed timekeeping procedures. Routinely failing to properly clock in and out is an imposition on the other employees who must handle such negligence and may result in corrective action as outlined below and may adversely affect raise reviews and performance evaluations as well.

Each employee must fully and accurately record all time that he or she works each day, without exception, according to the rules and procedures that apply in the department to which the employee is assigned. No employee may alter or otherwise modify his or her time record, record work time for another employee, or alter or modify in any way the time record of another employee, unless specifically instructed or allowed to do so by a supervisor. No employee may work without properly recording the time worked. At the end of each pay period, the employee must sign a certification on the time record that the record accurately and completely reflects all time worked during the period in question and that no hours were worked that do not show up in the record.

Anytime corrections are required, they must be submitted to your supervisor not later than 10 AM the following business day. Overtime must always be approved before it is performed.

It is the employee's responsibility to ensure their work time is accurate. The supervisor will review and then approve the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record both the employee and the supervisor must verify the accuracy of the changes by initializing the time record. Time sheets will be submitted no later than 10 AM on the first workday following the end of the time period.

Any violation of this policy may lead to disciplinary action, up to and potentially including termination of employment, depending upon the severity or repeat nature of the offense.

PAYDAYS

Employee payday is weekly on Friday for the period which ended the previous Wednesday. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday (Friday's) falls on a holiday, employees will receive pay on the workday before the regularly scheduled payday.

ADMINISTRATIVE PAY CORRECTION

The City takes reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the City Secretary so that corrections can be made as quickly as possible.

PAY DEDUCTIONS

The law requires that the City make certain deductions from every employee's compensation. Among these are applicable federal income taxes. The City also must deduct Social Security, Medicare, TMRS (full-time employees) and other required taxes on each employee's earnings up

to the appropriate amount. There are also occasionally other required deductions, based on the City's receipt of an IRS levy or Qualified Domestic Relations Order.

The City offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered or you may seek direction from the City Administrator or City Secretary.

SECTION 4: EMPLOYEE LEAVE BENEFITS

EMPLOYEE LEAVE

Eligible employees are provided with a wide range of benefits. Benefits eligibility is dependent upon a variety of factors, including employee classification; your supervisor can identify the leave benefits for which you are eligible.

The following leave benefits are available to eligible employees:

- Vacation Leave
- Holiday Leave
- Sick Leave
- Exempt Leave
- Bereavement Leave
- Medical/Family Leave
- Jury Duty Leave
- Military Leave

Some benefit programs require contributions from employees, but most are fully paid for by the City.

VACATION LEAVE

Vacation leave with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full time TMRS enrolled employees are employees eligible to earn and use vacation leave as described in this policy:

Vacation leave will begin accruing on the first pay period. The following is the schedule for accrual.

An employee is eligible to begin using vacation leave after 6 months of service. The amount of paid vacation leave employees may receive annually increases with the length of employment with the City as shown in the following schedule.

Vacation leave is paid time off from the job. Employees are eligible for vacation pay as follows:

- 1 – 3 years 80 hours (10 days)
- 4 - 8 years 120 hours (15 days)
- 9+ years 160 hours (20 days)

Although a new regular employee will begin to accrue vacation leave on their first day of employment, no vacation leave may be taken during the first six (6) months of employment, unless approved by the City Administrator. Vacation time must be earned before it is used.

Part-time, Temporary and Seasonal employees are not eligible for Vacation leave.

Employees whose employment time exceeds six months may take vacation time as it is accrued pursuant to the following requirement:

- A. Vacation leave must be approved by the Department Director to allow for coordination and continuation of City business.
- B. Vacation leave may not be taken in blocks of more than eighty (80) hours without prior approval of the City Administrator.
- C. Vacation leave shall not be granted in time increments of less than one hour without approval of the employee's supervisor.
- D. Vacation leave is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Vacation leave may not be used under any circumstances, until it has been earned.
- E. Employees must generally give two (2) weeks advance notice to request vacation leave. The City understands that certain circumstances are out of our control, and the supervisor may accept shorter notice on a case-by-case request.

Employees will be allowed to carry forward one hundred and sixty (160) hours of unused vacation hours into the next fiscal year. Any unused accrued vacation more than the allowable hours not taken by September 30th deadline will be considered a forfeiture of accrued vacation leave.

It is in the best interests of the employee and the City that the employee uses his or her vacation leave each year.

Required Vacation Leave- When it appears that time away from work may be in the best interest of the employees or the City, the employee's Department Director may, with the approval of the City Administrator, require the employee to take accrued vacation leave. Similarly, the City Administrator may require any employee to take accrued vacation leave.

Vacation pay will not be authorized during an unpaid disciplinary suspension, as a means to supplement pay lost as a direct result of the suspension.

Upon termination of employment, employees will be paid for unused vacation leave that has been earned through the last day of work.

Accrued vacation leave benefits may be transferred up to 40 hours to another employee's sick leave bank for major medical illnesses upon approval of the City Administrator. An employee may only receive a total of 40 hours from any individual employee during employment with the City. The transfer will remain anonymous and will be paid out at the lower of the two pay rates.

HOLIDAY LEAVE

The City's regular full time and regular part time employees will be granted the following holidays:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve Day

The City will grant paid holiday time off to all eligible employees for the holidays listed above. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day up to a maximum of eight (8) hours for each day granted for the holiday. Eligible employee classifications include Regular Full Time and Regular Part Time. Holiday time does not accumulate or carry over to the end of the calendar year.

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday. All employees failing to show up for work, before or after a holiday, without supervisors and management approval being scheduled time off will forfeit their holiday pay.

- A. As many employees as possible shall be given each holiday off consistent with the maintenance of essential City functions.
- B. Only Regular Full-time and Regular Part-time regular employees shall be entitled to paid holidays. As long as the holiday falls in the employees regular work schedule.
- C. An employee desiring to observe religious holidays not listed herein may be authorized to

use accrued vacation leave, comp time or other holiday leave as long as the day worked and the day off can be scheduled to meet the work requirements of the city.

- D. Employees calling in sick the day preceding a holiday or the day after a holiday may be required to submit a doctor's certificate indicating treatment for a legitimate illness or injury in order to receive holiday time if this occurs on more than one occasion.

Repeated absences due to calling in sick on a holiday, the day preceding a holiday or the day after a holiday without a doctor's certificate may result in disciplinary action up to and including dismissal.

Generally, a holiday that falls on a Saturday will be observed on the preceding Friday and a holiday that falls on a Sunday will be observed on the following Monday.

Public Works Personnel are not generally scheduled to work holidays. Those who are scheduled to work a holiday will receive overtime compensation for the hours worked on the holiday, or as staffing permits, they may take an amount of time off on another day with the amount of time off being equal to the amount of time worked on the holiday.

SICK LEAVE

The City provides paid sick leave to all eligible employees for periods of temporary absence due to illnesses or injuries. Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence.

Eligible employees will accrue sick leave benefits at the following rate for every full month of service:

Regular Full Time Employees

8 hours per month

Employees can request use of paid sick leave after completing a waiting period of 90 days from the date of hire. Paid sick leave can be used in minimum increments of one hour. Eligible employees may use sick leave benefits for an absence due to their own illness or injury or that of an immediate family member.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday, if possible. The direct supervisor must also be contacted on each additional day of absence.

Before returning to work from a sick leave absence of three calendar days or more, an employee must provide a physician's verification that he or she was ill or injured and may safely return to work. Such verification may be requested for other sick leave absences as well and may be required as a condition to receiving sick leave pay.

Sick leave benefits will be calculated based on the employee's base rate at the time of absence and will not include any special forms of compensation like overtime.

Sick leave may be used for illness or injury, eye, or dental care, or medical treatment or examination. A limited amount of sick leave may also be used when serious illness or injury in the employee's immediate family, including foster children, requires it, provided the Department Director approves.

Sick leave may be accrued up to four hundred & eighty (480) hours maximum leave. Upon separation of employment, any accrued sick leave will not be paid to the employee. Official holidays and regular days off shall not count against sick leave.

EXEMPT LEAVE

Exempt employees earn forty (40) hours per year that may be used as personal time off. Exempt leave is compensable upon termination of employment and exempt leave does not carry over annually. Exempt time will be added on the first pay period in January of each year.

BEREAVEMENT LEAVE

It is the policy of the City to provide paid leave to regular full-time employees in cases of death of family members, which may be referred to as "bereavement leave," to allow time for the employee to attend to the needs of the situation. Uses of this leave may include making funeral arrangements and attending funeral services, including travel time.

While there is no accrual of bereavement leave, each regular full-time employee will be eligible for up to three (3) paid working days of bereavement leave per occurrence of the death of a relative. Up to five (5) paid working days of bereavement leave may be provided per occurrence for the death of a child, parent, or spouse or a domestic partner (defined as an unrelated and unmarried person who shares common living quarters with an employee and lives in a committed, intimate relationship that is not legally defined as marriage).

A. Definitions: A. "Immediate Family Member" – for the purposes of this policy, a child, parent, spouse, or domestic partner shall mean as listed below:

- "Child" – Means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis or that stood in loco parentis. An individual stands in loco parentis to a child if they have or had day-to-day responsibilities to care for or financially support the child.
- "Parent" – Means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include "parents-in-law."
- "Spouse" – Means a partner as defined or recognized in the state where the individual was married, including in a common law marriage.
- "Domestic Partner" – Means an unrelated and unmarried person who shares common living quarters with an employee and lives in a committed, intimate relationship that is not legally defined as marriage.

B. "Relative" – for the purposes of this policy, a family member with a first- or second-degree

relationship shall mean as listed below:

- Sibling (sister, brother)
- Parent-in-law (mother-in-law, father-in-law)
- Sibling-in-law (sister-in-law, brother-in-law)
- Child-in-law (daughter-in-law, son-in-law)
- Grandparent or Grandparent-in-law
- Grandchild
- Uncle or Aunt
- Nephew or Niece

- C. An employee who wishes to use bereavement leave should notify their supervisor immediately. A Department Director may require the employee to provide documentation (e.g., an obituary or funeral service program) for a bereavement leave request.
- D. Part-time employees may be provided up to five (5) days of unpaid leave for each occurrence involving the death of an immediate family member, and three (3) days of unpaid leave for the death of a relative. Vacation leave may be used at the discretion of the supervisor when appropriately requested by the employee.
- E. All employees may be allowed paid leave (without being required to use any of their accrued leave) to attend the funeral services for the death of a fellow employee when the services occur during scheduled work hours. Employee leave for such attendance is conditional upon supervisor approval and operational needs of the department and City. If paid leave for such a circumstance extends beyond four (4) hours, it will require approval of the City Administrator.
- F. Employees may request use of accrued compensatory time or vacation leave, or if no paid leave is available, personal leave without pay for the funeral of individuals not covered in this policy.
- G. Employees on unpaid leave, Workers' Compensation, or continuous Medical Leave will not receive pay for bereavement leave.
- H. Bereavement leave benefits will not be paid for the same time an employee receives accrued compensatory time, holiday pay, sick leave pay, vacation leave pay, or any other paid leave benefit.
- I. Bereavement leave hours will not be considered "hours worked" for purposes of overtime and will be paid at the employee's straight time rate.

MEDICAL AND FAMILY LEAVE

LEAVES OF ABSENCE

The City may grant leaves of absence to employees in excess of 72 hours. It is important to request any leave in writing as far in advance as possible, to keep in touch

with your supervisor or the City Administrator during your leave, and to give prompt notice if there is any change in your return date.

It is understood that you will not obtain other employment or apply for unemployment insurance while you are on a leave of absence. Acceptance of other employment while on leave will be treated as a voluntary resignation from employment at the City.

Vacation, holidays and other benefits will not accrue while you are on unpaid leaves of absence. Upon return from a leave of absence, you will be credited with the full employment status which existed prior to the start of the leave. You will not receive credit for the time during the leave, except that you will retain your original date of hire.

An employee returning from a personal leave will be offered the same position held at the time of leaving, if available. If this position is not available, a comparable position will be offered. If neither the same nor a comparable position is available, your return to work will depend on job openings existing at the time of your scheduled return. There are no guarantees of reinstatement, and your return will depend on your qualifications for existing openings.

A. Personal Leaves of Absence

A personal leave of absence without pay for up to 21 days may be granted at the discretion of the City. Requests for personal leave should be limited to unusual circumstances requiring an absence in excess of ten working days. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

B. Medical or Disability Leave

For qualifying employees, the City will grant an unpaid medical or disability leave to employees disabled on account of a serious health condition of the employee, the employee's spouse, child, or parent.

For purposes of this policy, these definitions apply:

1. Serious Health Condition:

As serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or medical care facility; or, continuing treatment by a health care provider.

Examples of a serious health condition include:

- a. conditions requiring an overnight stay in a hospital or other medical care facility;

- b. conditions that incapacitate you or your family member (for example, unable to work or attend school) for more than three consecutive days and require ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care such as prescription medication);
- c. chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider at least twice a year; and
- d. pregnancy (including prenatal medical appointments, incapacity due to morning sickness, and medically required bed rest).

2. Family members

- a. **Parent** means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents-in-law. Son or daughter (or child) means a biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that leave is to commence.
- b. **Spouse** means a husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law marriage or same-sex marriage.
- c. **In Loco Parentis** A person stands in loco parentis if that person provides day-to-day care or financial support for a child. Employees with no biological or legal relationship to a child can stand in loco parentis to that child, and are entitled to leave (for example, an uncle who cares for his sister’s children while she serves on active military duty, or a person who is co-parenting a child with his or her same-sex partner). Also, an eligible employee is entitled to leave to care for a person who stood in loco parentis to that employee when the employee was a child.

3. Leave Available

A full-time employee who has worked for a minimum of twelve months or at least 1250 hours within a rolling twelve-month period may take up to a maximum of 12 weeks of leave. As an alternative, the City may transfer the employee to a less strenuous or hazardous position if the employee so requests, with the advice of her physician, if the transfer can be reasonably accommodated.

Leave taken under this policy runs concurrently with any other leave as required by law.

a. Notice and Documentation Requirements

Employees requesting to take leave must provide the City with documentation confirming that the employee or employee’s family member is suffering from a serious health condition as defined by this policy from a health-care provider.

b. Compensation During Leave

Leave granted under this policy is without pay. However, employees may utilize accrued vacation time and any other accrued paid time off during the leave. All such payments will be coordinated with any state disability or other wage reimbursement benefits for which you may be eligible. At no time shall an employee receive a greater total payment than the employee's regular salary.

MILITARY LEAVE

An employee who is a member of the National Guard or of any of the Reserve components of the Armed Forces of the United States will be entitled to a leave of absence from assigned City duties for fifteen (15) days in any one calendar year to participate in military training. Such military leave will be at full pay for a period not to exceed 15 days. Such employees shall furnish their Department Head with certification, normally copies of official military orders, that they were called to duty by proper authority.

USERRA supersedes any State law (including any local law or ordinance) contract, agreement, policy, plan, practice, or other matter that reduces, limits, or eliminates in any manner any right or benefit provided, including the establishment of additional prerequisites to the exercise of any right or the receipt of any such benefit. The City will comply with the Uniformed Services Employment and reemployment Rights Act (USERRA).

SECTION 5: INSURANCE AND OTHER BENEFITS

The City voluntarily participates in and provides a wide range of benefits for employees. The City also participates in federally and state mandated benefits. Some of the more important benefits are identified in this section. These benefits are subject to change based upon changes in City policy, funding, and changes in federal and state laws.

HEALTH INSURANCE AND RELATED BENEFITS

The City will provide health insurance benefits subject to approval in the annual city budget. Health insurance benefits will be offered to all Regular Full-Time employees and other qualifying employees under federal and state law. Qualifying employees will have the option of accepting the City health insurance benefits or of opting out of the City health insurance plan by documenting that they have other health insurance coverage.

The City will pay for the cost of health insurance coverage for the employee as long as the cost of that benefit is approved in the annual budget. The employee is responsible for paying the cost of insurance for a spouse or dependents as needed. The City may consider assisting with a portion of spouse or dependent health insurance coverage if approved in the annual budget.

Employees qualifying for health insurance benefits shall be offered coverage within 30 days but no longer than 90 days after employment. The City will offer notices and information on health

insurance programs, coverage, and alternatives available under the Affordable Care Act as required by law.

The City may also offer other benefits at cost or with City assistance as may be available and approved in the annual budget. Such benefits may include vision, dental, life, pretax flexible spending accounts, and deferred compensation accounts.

WORKERS' COMPENSATION INSURANCE

The City provides a comprehensive workers' compensation insurance program at no cost to its employees. This program generally covers injuries or illnesses sustained in the course of employment that requires medical, surgical or hospital treatment as required by law or as provided by the worker's compensation insurance program in effect at the time of the work related injury or illness.

Employees who sustain work related injuries or illnesses must inform their supervisor immediately. No matter how minor an injury may appear to be, it is important that it be reported immediately. Before an employee seeks medical attention, the Human Resource Representative must be contacted. The City may require drug testing immediately following any accident with or without injuries if the employee may be at fault.

Neither the City nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off duty recreational, social, or athletic activity sponsored by the City.

TEXAS MUNICIPAL RETIREMENT SYSTEM

The City participates in the Texas Municipal Retirement System (TMRS) to provide a retirement benefit for city employees. The amount of City participation is subject to change based upon budget approval, available funding and the TMRS plan approved.

The current city program adopted by the City requires that employees contribute 7% of their income towards retirement, and the City matches that on a 2 to 1 basis as adjusted for actuarial studies completed by TMRS.

Employees vest in TMRS after five years of municipal or other qualifying service and may retire after 20 years of service with the City, other cities, or other qualifying service. An employee who is 65 years or older may retire with five years of qualifying service. Employees are eligible to retire in accordance with TMRS rules and regulations which may change if a qualifying employee may retire due to a disability. An employee with a disability can inquire with the City and TMRS on how to evaluate this alternative if it is needed.

An employee may work with the City and TMRS to obtain information about retirement and retirement benefits, to designate beneficiaries, or to make other changes to their individual TMRS plan alternatives.

SOCIAL SECURITY AND OTHER FEDERAL PROGRAMS

The City participates in the Social Security program, Medicare, and other mandated programs of the federal government. The required amounts are withheld from employee paychecks and are processed through the federal government as required by law. Benefits are available based upon the policies and regulations of the federal government.

UNEMPLOYMENT INSURANCE

The City participates in unemployment insurance as required by the State of Texas. Unemployment benefits may be subject to the conditions of separation from employment. A termination by the City for cause may result in a former employee not qualifying for unemployment benefits.

PRE TAX FLEXIBLE SPENDING PROGRAM

Employees may choose to participate in a Pre-Tax Flexible Spending Program. This program is subject to change by federal law and regulations. Under the program, employees can choose to pay for some benefits on a pretax basis. Health insurance, out of pocket medical, dental, and other qualifying health related costs, and day care expenses are normally options in the plan. The City generally holds an annual meeting for employees on this and other benefits that are available for employees and help answer questions so they can choose to participate or not.

OTHER BENEFIT PROGRAMS

The City participates in other benefit programs including life insurance, dental insurance, and vision insurance. These programs may change as program benefits and costs change from year to year.

SECTION 6: CITY PROPERTY, EQUIPMENT, AND VEHICLES

CITY PROPERTY AND EQUIPMENT

Each employee is responsible for the proper use and maintenance of equipment, tools, vehicles or motorized equipment and other City property assigned to the employee for use in City operations. Employee negligence that leads to lost or damaged equipment may result in the employee reimbursing the City the cost of said equipment, with such costs withheld from the employee's paycheck, subject to federal and state law.

Use of City equipment, tools, vehicles, motorized equipment, or supplies for private or political purposes is strictly prohibited.

City computers, electronic equipment and software are to be used for City business. No software other than software approved by the City or an employee's Department Director may be installed, kept, or used on a City computer or other electronic hardware. This limitation on software is to avoid software that may interfere with the operation of the City's computer systems and other

electronic hardware or may contain computer viruses that could cause operational problems or the loss of City data, as well as trademark and licensing issues. Access to the internet, e-mail and messaging and voice mail and other electronic hardware is for City business only.

City property, including but not limited to facilities, desks, files, vehicles, motorized equipment, telephones, and computers is subject to City inspection and removal of illegal or unauthorized items.

VALID DRIVER'S LICENSE

Operators of vehicles and motorized equipment used in City business are required to have a valid State of Texas driver's license necessary for legal operations of that vehicle or equipment and to notify their Department Director of any changes of status or suspensions in licenses immediately. Failure to maintain a safe driving record may be grounds for disciplinary action including termination.

Suspension, revocation, or lapse in the validity of the required driver's license of an employee who operates vehicles or motorized equipment in the conduct of City business may result in termination or re-assignment of the employee.

ACCIDENT REPORTING

Any accident on City property, at a City worksite, or involving a City vehicle or motorized equipment must be reported immediately to the employee's supervisor, including submission of an accident report.

Any employee involved in a motor vehicle accident must immediately notify the appropriate law enforcement authorities.

An employee witnessing or involved in an accident must stay on the accident scene (unless medical treatment is needed) until released by law enforcement.

CITY OWNED VEHICLE AND EQUIPMENT USE

The purpose of this policy is to define and describe the usage parameters related to the operation of City vehicles and motor-driven equipment by City employees.

- A. Ensure the safety and well-being of City employees
- B. Facilitate the efficient and effective usage of City-owned vehicle and motor-driven equipment use.
- C. Minimize liability to the City and set standardized disciplinary procedures.
- D. Establish standard requirements and procedures for all City employees who drive a City-owned vehicle or motor driven equipment in the course of City business.

City-owned vehicles and equipment must meet certain standards and follow the requirements outlined in this policy. Some departments have additional vehicle use policies, and in the case of conflict, the most restrictive provision shall apply unless specifically stated herein.

Department Directors are responsible for implementing and enforcing this policy. All employees who operate City vehicles and equipment shall be briefed by their immediate supervisor. On this policy and shall be informed that violation of this policy can result in suspension, demotion, and termination.

Definitions

The items defined within this section of this policy shall apply only to this section of the policy.

- **“City owned Vehicle or Piece of Equipment** – A vehicle or piece of equipment owned or leased by the City.
- **“De Minimis”** – Latin for “of minimum importance.” Essentially refers to something that is so little, small, miniscule, or tiny that the law does not refer to it and will not consider it.
- **“Driver”** – Operator of a motor vehicle, motor driven equipment or equipment attached to a vehicle or motor driven equipment.
- **“Preventable”** – The employee failed to exercise every reasonable precaution to prevent an accident
- **“Chargeable”** – The employee violated a state traffic law; violated an established department safety policy or practice or both. The employee was at fault or contributed to the cause of the accident.
- **“Employee”** – means a person who is paid by the City, but does not include an independent contractor, an agent or employee of an independent contractor or a person who performs tasks the details which the City does not have the legal right to control.
- **“Take home vehicle”** – A City owned or leased vehicle which may be stored at an assigned employee’s residence who resides in the City or has received approval from their Department Director if the employee resides outside of the City limits.
- **“Scope of Employment”** – means the performance for the City of the duties of an employee’s office or employment and includes being in or about performance of a task lawfully assigned to an employee by their supervisor or Department Director.
- **“Vehicle accident”** – includes all accidents or incidents involving personal injury or property damage to or caused by a City vehicle, motor driven equipment, or equipment attached to a vehicle or motor driven equipment.

UTILIZATION OF VEHICLES AND EQUIPMENT

City-owned vehicles and motor-driven equipment shall not be used for personal reasons or personal business. This prohibits the hauling of personal property from one place to another, personal shopping trips, and non-business-related transportation of family members.

Only City employees, the City Administrator, and City Council members are authorized to travel in a City vehicle and use equipment unless authorized by City Administrator.

TAKE HOME VEHICLES

Generally, the IRS considers de minimis (personal use) of City-owned vehicles as a non-taxable Benefit. The IRS regulations do not consider use of City vehicles for commuting as de minimis if it occurs more than once monthly. More than de minimis use of a City-owned vehicle will be noted as required on the employee's W2. The Department Director will provide to Human Resources a listing of employees who have been authorized to take a City-owned vehicle home with the number of days in any given month that the City vehicle has been taken home so that those employees driving a City vehicle home will have the correct income added to their pay-check period.

Calculation: Usage will be recorded in the payroll system by multiplying the daily dollar amount of \$3.00 times the number of days driven home. Example \$3.00/day X 10 days = \$30.00 entered in the employee record.

Department Directors are responsible for ensuring that employees properly log the correct days when vehicles were taken home.

Vehicles assignments shall be evaluated based on department provided services, special/critical needs, special skills, emergency status, and frequency of recall after hours. The Department Director will consider the following criteria in approving an employee to be permitted to take a City-owned vehicle home after normal work hours:

- The employee is the primary operator of the vehicle.
- The employee meets the City driving requirements.
- The employee has not had his or her driving privileges revoked or suspended within the last five (5) years.
- The vehicle is to be used to respond to emergencies or as a part of on-call responsibilities.
- The vehicle is used to contribute to the efficiency and/or effectiveness of City operations.
- Has been approved by the City Administrator.

Take home authorization may be revoked by:

- The employee uses the vehicle for personal reasons.
- The employee violates any federal or state law.
- The employee allows any non-employee or City official to travel in the vehicle or motor-driven equipment without authority.
- The employee fails to comply with the provisions of this policy.
- The employee has a change in job assignment, duties, or responsibilities such as that a take home vehicle is no longer justified.
- When it is in the best interest of the City.

Employees operating a take home City-owned or leased vehicles who submit leave notices for three (3) or more consecutive workdays must make arrangements with their supervisor to leave the vehicle and keys for use by other City personnel during such period.

ELIGIBILITY FOR OPERATING A CITY OWNED/LEASED VEHICLES AND EQUIPMENT

No employee shall operate a City-owned vehicle or a piece of equipment without first being trained, instructed, licensed, or certified as may be applicable in its proper operation and use. An employee that knowingly operates a City-owned vehicle or a piece of equipment without the proper license or does not notify their supervisor of their suspended or expired license, will be subject to disciplinary action up to and including termination.

To be eligible to operate a City-owned vehicle or piece of equipment, employees shall:

- Be a minimum of 18 years of age
- Maintain a valid Texas driver's license of the type that is required for the vehicle/equipment being operated.
- Have an acceptable driving record. An acceptable driving record shall mean that the employee or applicant has:
 - A. No more than three (3) moving violations within the preceding two years.
 - B. No more than two (2) moving violations within the preceding twelve (12) month period resulting in conviction. (Evidence of traffic violations includes, but is not limited to convictions, "no contest pleas," dismissal for defensive driving purposes, receiving deferred adjudication and any current charges pending adjudication).
 - C. No convictions of driving while intoxicated or within the preceding three (3) years.

By applying for, or continuing employment, in a position that may involve driving a City-owned or leased vehicle or operating City-owned equipment, an employee thereby consents to checks of his/her driving record.

Employees who drive City-owned vehicles must notify their supervisor immediately of any change in driver's license status, including State suspension, revocation, or restriction. These violations may result in the immediate suspension of the employee's privilege to operate a City-owned vehicle or equipment. Additionally, the employee may be subject to disciplinary action up to and including termination.

If an employee is charged with DWI/DUI, City driving privileges shall be immediately suspended pending the final disposition of the charge. If convicted, the employee may be subject to termination. Additionally, an employee who normally drives a City-owned vehicle for business purposes, who has their driving privileges suspended, may not drive their personal vehicle to conduct City business, unless such personal use is approved by the employee's Department Director, and they obtain a State Occupational license, as necessary. A copy of the State Occupational license will need to be given to both the employee's Department Director as well as Human Resources to be placed in the employee's personnel file. It is the responsibility of the employee to pay for all state occupation licensing costs.

GENERAL MAINTENANCE AND CONDITION OF VEHICLES

Assigned employees are responsible for the overall condition of the vehicles assigned to their department. Department Directors shall ensure that all vehicles are maintained in optimum running

condition for maximum fuel economy and life span. Vehicles will always be kept clean inside and out.

Employees shall not:

- Smoke or utilize any tobacco products, electronic cigarettes or any electronic vapes inside City owned vehicles or motor driven equipment.
- Employees shall not possess, purchase or be under the influence of drugs or alcoholic beverages while operating City vehicles or motor driven equipment.
- Alter the body, design, appearance, or markings of the vehicle.
- Use fuel, oil, or other substances not approved by the Department Director.
- Perform mechanical repairs unless authorized by the Department Director.

Each day, employees who operate City-owned vehicles or motor driven equipment shall ensure the vehicle or equipment is in a safe, clean, and operable condition by checking the fuel, fluid levels, tires, and overall condition of the vehicle. Employees shall immediately report deficiencies to their supervisor who will take appropriate action to allow a vehicle or piece of equipment to remain in service or remove it for repair. Under no circumstances shall a vehicle or piece of equipment be allowed to remain in service that has a serious safety defect such as slick tires, leaking fuel lines, exhaust entering passenger compartment, or defective brakes.

Vehicles shall be kept sufficiently fueled for emergency responses. City personnel shall only keep authorized City equipment and authorized personal equipment in the assigned vehicle.

VEHICLE AND EQUIPMENT ACCIDENTS

If an employee is involved in an accident while driving a City-owned vehicle, or a personal vehicle in the course of performing City duties, the employee should follow the specific accident reporting procedure below.

- Stop the vehicle at the scene of the accident without obstructing traffic more than necessary and stay at the scene of the accident.
- Activate warning/safety lights.
- Contact the applicable law enforcement authorities.
- Contact employee's supervisor.
- Exchange drivers' license and insurance information, as required by law.
- Give a statement of facts of the sequence of events to the investigating law enforcement officer.
- The driver of the City-owned vehicle may be drug tested as soon as practicable but not later than 32 hours after the accident.

The employee's supervisor will investigate all accidents involving a City-owned vehicle or equipment. The supervisor and employee will submit a City Accident Report within 48 hours of the accident to the City Administrator.

An employee that fails to report an accident or injury within eight (8) hours of the accident, or who falsifies any information pertaining to an accident, may be subject to disciplinary action up to and including termination.

Responsibilities of Vehicle and Equipment Operators:

- A. Employees shall always operate City-owned vehicles and equipment in a safe and courteous manner. Unsafe, negligent, or reckless driving is prohibited. Drivers must obey all traffic laws.
- B. When unattended, City-owned vehicles shall be legally parked and properly locked.
- C. Employees who operate City-owned vehicles or motor driven equipment shall keep vehicle doors and trunk always locked with the ignition turned off and keys in their possession upon every exit of vehicle or motor driven equipment. At no time should a vehicle be left unattended with engine running and/or keys in or on the vehicle. (An exemption to this may be when City-owned vehicles are being used as a cooling station for employees during heat advisory days, and as authorized by the department director.)
- D. Employees utilizing City-owned vehicles or motor driven equipment are strongly encouraged to find a safe and secure location and stop their vehicles to use cellular phones and lap top computers.
- E. Employees must immediately report damage or vandalism to their supervisor.
- F. When stopped on any roadway or on the shoulder of a roadway, the driver of the City-owned vehicle shall activate warning/safety lights except when lawfully parked at the curb or street side.
- G. Employees who use City-owned vehicles and motor driven equipment should be aware that the operation and appearance of such vehicles reflects on the professionalism of the driver, their respective department, and the City. Accordingly, personnel must be constantly aware of their actions and ensure that their behavior, appearance, and operation exhibit the highest level of professionalism and courtesy.

DISCIPLINARY ACTION

Supervisors will use the following guidelines to decide any disciplinary action after a thorough review of all circumstances. Such disciplinary action may include suspension or revocation of the use of an assigned vehicle, suspension, or termination.

- Negligence, abuse, or misuse on the part of an employee in the care or operation of City-owned vehicles or equipment.
- Failure of an employee to follow the procedures and regulations governing the use of the individually assigned vehicle established herein.
- Violations of any traffic law pertaining to the use and operation of a motor vehicle while operating a City-owned vehicle.

- Violations of any criminal law in the use of operation of the assigned vehicle pursuant to any law of the State of Texas, City Ordinance, or Federal Law.
- Operating a City-owned vehicle while possessing or being under the influence of alcohol or drugs, or consuming alcoholic beverages or using drugs in a City-owned vehicle (immediate termination).
- Employees having a combination of two or more Preventable or Chargeable accidents within thirty-six (36) months.

The first preventable vehicle or equipment incident may result in a written reprimand. The supervisor will create a corrective action notice, which will outline a corrective action plan to rectify the problem. The supervisor will inform the employee of possible consequences if the problem is not corrected.

The second preventable vehicle or equipment incident within three (3) years of the first preventable incident may result in suspension and three (3) month probation. The supervisor will create a corrective action notice, which will outline a corrective action plan to rectify the problem. The Supervisor will inform the employee of the possible consequences if the problem is not corrected. The third preventable vehicle or equipment incident within three (3) years of the first preventable incident will result in immediate termination.

As an additional countermeasure leading to reduced driver error and ticketed incidents, employees may be required to take a Defensive Driving, or a Municipal Vehicle Operations course offered through the Texas Municipal League. Employees may also be required to complete additional operation training if it is identified as a contributing factor in the incident.

Employees who fail to report incidents in accordance with department policy may be disciplined up to and including termination.

PERSONAL PHONE

Normal use of a personal phone for personal business during city work hours should be minimized. With approval of the City Administrator, an employee may elect to use their personal phone for City work instead of a City phone. The phone and phone service must be equal in quality to that provided by the City. The City will pay the employee up to \$35.00 a month if they elect to use their personal phone. To qualify for this benefit, the employee will be required to have a phone for City business purposes.

If an employee elects to participate in this option and receive pay for their personal phone, the employee acknowledges and agrees that information on phone use may be subject to an information request as provided by this policy for City Computers and Communication Equipment. This includes call information, text messages, web sites, and data downloaded to the phone.

CITY ISSUED CELLULAR PHONES

Where job needs demand immediate access to an employee, the City may issue a City-owned cellular telephone to an employee for work-related communications. These phones are intended to

be used for business purposes and incidental personal calls should be as brief as possible. Abuse of City issued cellular phones can result in disciplinary actions up to and including termination.

Employees shall make no changes to City issued phones as it relates to passcodes and phone identification. Returned cell phones that have been altered that cause the phone to be inoperable upon separation of employment shall be the responsibility of the employee.

Maintenance: Each employee who is assigned a City cell phone is responsible for good care and maintenance of the assigned device. Reasonable precautions should be made to prevent theft of or damage to the cell phone and related equipment.

Replacement: Any person who loses or causes a cellular phone to be disabled or non-repairable may request a replacement phone. If the event that caused the damage can be justified as work related, the employee will not be responsible for any replacement costs. Multiple replacements may lead to disciplinary action.

RETURN OF PROPERTY

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all City property immediately upon request or upon termination of employment. Failure to return City property or equipment may result in the cost of the depreciated equipment being charged to the employee. The City may take all action necessary to recover or protect its property.

SECTION 7: CITY COMPUTERS AND COMMUNICATION RESOURCES

The City will provide employees who need computers to work with computer and communications resources, when City management determines that these resources are appropriate considering the person's job responsibilities. City computer and communication resources provided to a computer user are solely the property of the City and are provided by the City to assist in the conduct of City business only. City computer and communication resources include, but are not limited to:

- A. City provided personal computers,
- B. City provided laptops/tough books/thin client devices,
- C. City-provided telecommunication devices (cell phones, tablet computers or similar, I-Pads, GPS devices and radios),
- D. Software programs (either on the employee's system or on the City network),
- E. Access to the City's business network, including wireless and VPN network access, and network-based devices (laser/color printers, multi-function printers, etc.). This includes access to City resources from a device provided by the employee.
- F. Internet access available through the City network,
- G. Any electronic data created by or provided to the employee,
- H. The City e-mail system, including any message transmitted through that system regardless of original source or final destination.

For purposes of this policy, computer users are defined as an authorized employee, volunteer, or

contractor of the City who uses City computer resources.

USE OF COMPUTER AND COMMUNICATION RESOURCES

City computer and communication resources are for use in conducting City business only and may not be used for the computer user's personal gain.

The City strives to maintain a workplace free of harassment and sensitive to the diversity of its workforce. All City policies related to the workplace environment, including policies on Harassment and Sexual Harassment, fully apply to the use of the City's computer and communication resources (particularly including e-mail, internet, and mobile text-based services). Therefore, the City prohibits the use of computer and communication resources in ways that are disruptive, offensive to others or harmful to morale.

A computer user shall be responsible for the information contained in this policy, including guidelines and definitions of acceptable and unacceptable uses of City computer systems, e-mail communications, the internet, and other services. The burden of responsibility is on the user to inquire as to acceptable and unacceptable uses prior to accessing the system.

CONFIDENTIALITY AND PRIVACY

Any data created, sent, or received using the City computing and communications resources, regardless of what device is used to access the message, is and remains the property of the City. Further, in accordance with State law, all data that is composed, transmitted, or received via City computer systems are considered to be part of the official records of the City and, as such, are subject to the Texas Open Records Act, which may result in disclosure to law enforcement or other third parties without consent of the sender or receiver. As a result, **there is NO expectation of personal privacy in the use of City computing resources, the internet or e-mail.**

Certain types of data created and/or stored in the City's computer systems and networks are protected from disclosure under Federal, State, local or other law, including but not limited to personnel/payroll data, privileged communications between attorney and client, and confidential communications exempted from the Texas Open Records Act. Computer users are responsible for protecting the confidentiality of these types of data from intentional or accidental disclosure to unauthorized parties. If there is uncertainty about whether a particular type of data must be protected, obtain permission from the appropriate Department Director.

MONITORING

To ensure compliance with this policy, the City has systems which monitor, review, and access any computer resource, including computers, computer files, e-mail, and internet traffic, at any time and without prior notification of any computer user.

A Department Director may monitor the activities of and inspect the files of a specific computer user on his/her computer or network. A Department Director who believes such monitoring or inspection is necessary shall obtain approval from the City Administrator, who will provide the

necessary written authorization to the IT staff or contractor.

Additionally, the contents of electronic messages or computer files may be viewed by a system administrator or IT staff or contractor in the course of routine maintenance, or as needed for City administrative purposes, including investigation of possible violations of this policy.

City-owned vehicles may also have GPS tracking devices to show the current location, previous locations, status, and speed of the vehicle at any time. As needed, Department Directors may access systems which provide current and historical information on vehicle movements.

PROPERTY, OWNERSHIP AND ACCESS RIGHTS

Computer users are prohibited from stealing or vandalizing City-owned computing devices (PCs, laptops, tablets, printers, etc.), and City-owned software and data. All software, data, reports, messages, and information received and stored on local and network hard drives or other storage medium (such as portable hard drives or USB storage devices), as well as other products created using the City's computer resources, are the property of the City. An employee shall not access, copy, alter or destroy anyone else's computer files, or portions thereof, without explicit permission from their Department Director.

All computer users shall respect the legal protection provided by copyrights, licenses, and federal, state, or local laws and regulations. Copying City-owned or licensed software to another City computer system, or to a personal/external system is not allowed without the prior written consent of the City Administrator or the employee's Department Director.

The City IT staff or contractor as managers of the City computer and communications resources, have access to all resources without prior authorization by the user/creator, and reserves the right to set permissions and accessibility rights as it deems necessary to all City computer resources.

REQUIRED COMPUTING PRACTICES

In order to ensure safe usage of City computer resources, all computer users are required to employ the following practices whenever applicable for their situation:

- A. User IDs and passwords. The City's computer systems require that each user have a unique identity, referred to as an Active Directory "User ID" which represents and identifies a user in various system activities, provides access to certain software and data and associates his/her own software and data with his/her identity. (Certain employees may have additional User IDs related to specific systems or websites.) Assuming another person's User ID, or assuming an anonymous identity, is expressly prohibited. **User passwords should be changed every 90 days, as practical.**

The employee is responsible for any modification or access to system information made using his/her User ID. **Therefore, users must not share his/her User ID or passwords and should take care not to leave a system unattended while a user is logged on.**

B. Internet Content. Due to the nature of Internet and on-line services, the City cannot control the content of messages or information postings on non-City websites or services. The City reserves the right to use available technology to monitor for, and screen out, information that may be offensive, contains viruses or malware, or is not business-related, as determined by the City, although technology cannot block all sites that may contain offensive material, nor can the City prevent transmission and/or receipt of all offensive e-mail messages.

C. Internet connection. Internet use is provided through the use of a dedicated connection, a firewall and a proxy or authorization system. Internet use outside of this configuration is prohibited unless specifically authorized by the IT staff or contractor.

D. E-mail Services

- **Any electronic mail message sent or received through the City's computer resources is considered City records.** The City reserves the right to access and use for business purposes the content of any message sent over its e-mail systems, including electronic mail sent over the Internet. An employee should not expect or assume any privacy regarding the content of e-mail communications. Most e-mail communications are subject to disclosure under the Public Information Act. Employees should keep in mind that any written communication, whether by e-mail or otherwise, could be publicized under Texas law.
- When communicating with individuals, groups, or institutions, an employee does so as a representative of the City. A user of City provided e-mail systems shall use these systems in a professional manner.
- A user shall represent him/herself according to his/her true and accurate identity in any electronic message, file, and transaction at all times.
- Incidental and occasional personal use of electronic mail may be permitted within the City, but such messages will be treated the same as other messages.

E. Computer Virus Issues. The City desires to protect its computing resources from both the intentional and unintentional introduction of any computer virus. Therefore, an employee shall also take responsibility by practicing safe computing, including the following computing guidelines:

- Leave the anti-virus software running on his/her computer.
- Exercise care when receiving Internet e-mail or outside files on external media (such as a USB "flash drive"), particularly if the originator is unknown. Running programs directly from a USB "flash drive" or downloading/installing software from the Internet without IT staff involvement, is prohibited.
- Immediately report any suspicions of viruses to the IT staff or contractor.
- All appropriate employees are required to take the annual cyber security training, as required by state law.

- F. Remote Access and Wireless Access. Employees, vendors, contractors, or other users who access resources inside of the City network must use an access method provided or approved by IT staff or contractor. The City provides Virtual Private Network [VPN] software which is suitable for most requirements in this area. If an outside party requires an Internet-based remote access service (such as GoToAssist, Webex, etc.) to access City resources, it must be approved by IT staff or contractor, and must be continuously monitored by a City employee while the remote connection is active.

In addition, only wireless equipment provided by the IT staff or contractor may be used on the City network - computer users are expressly prohibited from connecting other wireless routers or access points to the City network, since this represents a potential security risk to the entire network.

- G. Purchasing and Upgrade Processes. To provide the most cost-effective and efficient service, any hardware or software acquisition, whether new or upgrades, shall be coordinated with IT staff or contractor before a purchase is made. If found in violation, a system may not be supported and may be removed from service. In order to ensure compatibility and avoid possible problems, hardware and software installations shall be made by IT staff or contractor.

Physical software license documents and software product keys are stored by IT staff or contractor.

- H. Telephone movement. The IT staff or contract is required by State law to maintain an accurate, up-to-date database with the physical location of each telephone handset in the City's phone system. This database is used by emergency systems which direct emergency personnel to the handset's location when the user dials 911. For this reason, employees **are required** to contact IT staff or contractor to move a telephone handset to another location, even if the new location is within the same building.

- I. Portable Computing Devices. The City may issue a portable computing device (laptop, Toughbook, or tablet device, plus chargers or other accessories) to an employee for the purpose of completing their job function. By accepting the device, the employee agrees to the following rules:

- The employee is required to exercise due care for the physical security of the device at all times. This includes, but is not limited to, protection from theft, protection from heat, moisture or other elements, protection from drops, shocks, scratches, crushing or other excessive forces.
- If a protective cover or case is provided for the device, the user must ensure that the cover/case is used at all possible times.
- Employees do not allow any unauthorized use by any person.

- The City will install management software on the device which may allow for tracking of the device, and also to manage software on the device. The employee agrees not to alter or disable this software.
 - In the event the unit is damaged, the unit **must** be returned to the Department Director for repair/replacement.
 - The City reserves the right to charge employees for negligent or malicious damage to an assigned device, or if the device is reported as lost.
- J. Employee-provided devices. The City may permit employee-provided telephones or tablet devices to connect to the City network to access specific applications and data (for example, email and calendaring services). Such access must be approved by the employee's Department Director. The City reserves the right to limit the brand/model of devices permitted to access the network, to discontinue a specific brand or type of device in the future, allow the City to run management software on the device, and to require that the employee follow certain security standards as a condition of allowing the device to connect to the City network.
- K. Unacceptable Computer and Internet Usage. Users are not allowed to use the City's computer resources in any manner identified in this section. Such unacceptable usage includes, but is not limited to:
- Use of City computers, systems, communication equipment, the internet or any other on-line service for any purpose which violates any City, state, or federal law.
 - Destruction or damage to equipment, software, or data belonging to the City or others.
 - Use of city computers and communication equipment for private business, commercial purposes, or personal financial gain, including external consulting, commercial advertising, or for online purchasing of personal items, etc.
 - Inappropriate or excessive personal use of electronic mail, internet, or other computer resources, including social media and computer gaming.
 - Viewing, sending, copying, or soliciting sexually oriented messages or images.
 - Accessing internet sites which are "adult-oriented" in nature, or which offer gambling services, or which contain obscene content of any nature.
 - Use to defraud, threaten, libel, or harass others, including transmission of offensive or harassing statements or images that disparage others based on their race, national origin, sex, sexual orientation, age, disability, religious beliefs, or political beliefs; Impersonation of any person or communication under a false or unauthorized name.
 - Inappropriate mass mailing, "spamming" or "mail bombing".

- Tampering with any software protections or restrictions placed on computer applications or files or attempting to circumvent local or network system security measures.
- Knowingly or maliciously introducing any invasive or destructive programs (i.e., viruses, worms, Trojan Horses) into City computers or networks or intentionally developing programs designed to harass other users or infiltrate a computer or computing system and/or damage or alter the software components of same.
- Attempting to damage, interfere with or disrupt operation of computing equipment, services, or network or data communications lines.
- Using City computing resources for purposes other than those intended by the department authorizing access, including allowing access by unauthorized persons.
- Attempting to modify City-owned or licensed software or related data files without prior written approval by the City's IT staff or contractor.
- Using City computer resources (particularly large amounts of printer or plotter use) for fundraising, partisan politics, charity, or public relations activities not specifically authorized by the City Administrator and not related to City activities.
- Intentionally seeking information or security access rights on, obtaining copies of, or modifying files or data without proper authorization.
- Intentionally copying or printing any software, electronic file, program, or data using City provided computer systems, internet, or other, on-line services without a prior, good faith determination that such copying or printing is, in fact, permissible. Any efforts to obtain permission should be adequately documented.

Violation of Policy. A user who violates this Policy, including engaging in inappropriate and/or unacceptable use of the City's computer and communication resources, shall be subject to revocation or suspension of user privileges and/or disciplinary action, up to and including termination of employment.

SOCIAL MEDIA POLICY

The purpose of the City's social media presence is to establish a greater level of transparency of City government and services. Build a one-on-one connection that creates an open dialogue with residents and other interested parties, to be able to publish time sensitive information to residents and media quickly. This policy establishes procedures for the City's participation in various social media venues and to establish the standards for posting, allowing, or forbidding certain content and commentary on social media sites which include but not limited to Facebook, YouTube, and Twitter. The City encourages the use of social media to convey information from the City to its citizens, to facilitate a sense of community and for residents and for residents and to allow businesses to communicate with and obtain information about the City. The City's website will

remain the primary avenue for release of information to reach a broader audience and encourage citizen participation. Nothing contained in any social media site constitutes a binding representation, view, position, opinion, agreement, or endorsement on behalf of the City.

All Department Directors are responsible for their subordinate's compliance with the provisions of this policy and for investigation non-compliance.

DEFINITIONS

Social Media - Are third party websites containing information that is intended to facilitate communications, influence interaction with peers and with public audiences about some topic, typically via the Internet and mobile communication networks. Types of social media include by are not limited to, Facebook, Twitter, Instagram, and any other social media outlet that serves the purpose of information sharing.

City Social Media Sites - are pages, sections or posting on Social Media websites that are established or maintained by an employee of the City who is authorized to do so as part of the employee's job. City Social Media Sites are intended to be used for City business, to communicate with office holders or City staff, and/or communicate or gather feedback from the residents and other interested parties.

City Social Media Content - is the practice of engaging in business and/or social contacts by making connections via interactive Web based applications.

Social Networking- is the practice of engaging in business and/or social contacts by making connections via interactive Web based applications.

Blog - is a web site that contains an online personal journal with reflections, comments, and often hyperlinks provided by the writer.

Post - is to display an announcement in a place for public view on social media outlet.

Comment - means a response to a City article or social media content submitted by any person or entity.

Link - is short for hyperlink which connects a hypertext file to another location or file typically activated by clicking on the highlighted word or icon at a particular location on the screen.

Public Information - is any information collected, assembled, or maintained by the City in the transaction of official business pursuant to chapter 552 of the Texas Government Code.

GUIDELINES

General Regulations of City Social Media Sites

All official City presences on social media sites or services are considered an extension of the City's computer information network and are governed by the policies.

Respect copyrights and fair use. All postings must comply with the applicable federal, state, and local laws and regulations and retention schedule according to the Texas Local Government Code Chapters 102 and 205. Records required to be maintained pursuant to the Texas State Library and Archives Commission records retention schedule shall be maintained for the required retention period in a format that preserves the integrity of the original record and is easily accessible using the usual or approved City platform or tools.

Information collected at this site becomes public record that may be subject to inspection and copying by members of the public, unless an exemption in law exists according to the Texas Public Information Act.

When possible, links to more information should direct users back to the City's official website for more information, forms, documents, or online services necessary to conduct business with the City.

It is preferred that only one social media account per platform exists for the City. This is to create a singular source of free-flowing information that City residents will be able to always access easily.

Those wishing to launch new City Social Media sites, add site pages, or add content to the City's site should make their request in writing or via email to the City Administrator. If the request is approved, any login and passwords to the information must be shared with the City Administrator's office.

Employees creating or posting information to a City Social Media Site must always conduct themselves in a professional manner as a representative of the City in accordance with all City policies.

The City Administrator may disable a City Social Media site or prohibit posting of City social media content to a site at any time for any reason, including but not limited to violation of this policy, improper content, lack of use or disinterest by the public, or department's failure to properly maintain the site. The City reserves the right to remove any content that is not within these guidelines while retaining said content of the appropriate records retention according to state law. Remember that your postings are ultimately your responsibility.

CONTENT OF SOCIAL MEDIA SITES

A. Employees using social media sites whether as an administrator or as a responder to a posting will follow these principles:

- Keep post factual and accurate. If a mistake is made, admit to it, and post a correction as soon as possible
- Reply to comments in a timely manner, when a response is appropriate. Never get in an argument with a citizen on a City maintained social media site. Do not respond with opinion or conjecture – only respond with complete facts.

- Understand that postings are widely accessible, not retractable, and will be around for a long time, so consider content carefully.
- Ensure your comments do not violate City’s privacy, confidentiality, and applicable legal guidelines for external communication.
- Ensure you have the legal right to publish others’ material including photos and articles pulled from other sites.
- Remember that your postings are ultimately your responsibility.

B. Social Media Terms of Use for Employee/ General Public:

- Persons may permanently be excluded from City social media pages if acting contrary to these rules. Persons who repeatedly break rules will receive a warning prior to removal.
- Persons writing more than 250 characters may be asked to rewrite them.
- Anyone using profane language or posting any information that could be considered disrespectful dialogue will be asked to reword their post or it will be deleted.
- Content shall not be shared that is confidential according to the Texas Public Information Act.
- Comments must not be in support of or opposition to political campaigns or ballot measures; Postings for electoral campaign purposes will not be published.
- Content will be removed that promotes, fosters, or perpetuates discrimination based on race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
- Sexual content or links to sexual content is not permitted.
- Conduct or encouragement of illegal activity is not permitted.
- Posted content must be relevant to the City.
- Information or references to the personal addresses, personal telephone numbers, personal email addresses, family members or other personal information of City officials or City employees, shall not be posted.
- No attacks on individual character will be permitted.
- Commercial promotions or spam shall not be posted.
- Links to websites or pages of outside vendors that are not related to the purpose of the media site.
- You are legally responsible for what you write, and it must not breach any law, confidentiality, or copyright. Because you are responsible for your statements, be careful about exaggeration, innuendo, etc.
- Comments must contribute and be relevant to the dialogue that is being discussed.
- The City reserves the right to restrict or remove any content deemed in violation of the terms outlined in this policy. Any content removed based on these guidelines will be retained including the time date and identity of the poster when available. The City reserves the right to update these terms of use.

EMPLOYEE SOCIAL MEDIA USE

While the City encourages its employees to enjoy and make good use of their off-duty time, certain activities on the part of employees may become a problem if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile work environment for any employee; disrupting the smooth and orderly flow of work within the City; or harming the goodwill and reputation of the City in the community at large. In the area of social media (print, broadcast, digital, and online), employees may use such media in any way they choose during non-working hours as long as such use does not produce the adverse consequences noted above. For this reason, the City reminds its employees that the following guidelines apply in their off-duty use of social media:

Employees are strictly prohibited from publishing any personal information about themselves, another employee of the City, or a customer in any public medium (print, broadcast, digital, or online) that:

- has the potential or effect of involving the employee, his/her co-workers, or the City in any kind of dispute or conflict with other employees or third parties.
- interferes with the work of any employee.
- creates a harassing, demeaning, or hostile working environment for any employee.
- disrupts the smooth and orderly flow of work within the office, or the delivery of services to the City's customers.
- harms the goodwill and reputation of the City among its customers or the community at large.
- tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the subject of the information.
- reveals proprietary or confidential information.
- Should an employee decide to create a personal blog, the employee should be sure to provide a clear disclaimer that the views expressed in the blog are the author's alone and do not represent the views of the City.
- Do not discuss the City's customers, or finances without the City's express written consent to do so.
- Do not use any City logos or trademarks without prior written consent of the City.
- Do not make any unauthorized references of any kind to any former employees of the City on social media sites.

An employee who violates this policy will be subject to disciplinary action, up to and including termination of employment. The absence of explicit reference to a particular site does not limit the extent of the application of this policy. If no policy or guideline exists, the City's employees should use their professional judgment and follow the most prudent course of action. If an employee is uncertain, consult with their supervisor or the City Administrator before proceeding.

PROHIBITED APPLICATIONS (TikTok)

The purpose of this policy is to implement an information technology approach focused on protecting the City's sensitive information and critical infrastructure as required by Chapter 620, Texas Government Code, from technology believed to pose a threat to governmental

infrastructure, by prohibiting and preventing the download or use of prohibited technologies on any City-owned or issued electronic device.

All City employees are expected to be familiar with and adhere to the terms of this policy and all sub-policies and procedures.

City employees are prohibited on any City-issued, owned, or leased devices, from downloading, installing, or using the social media service TikTok or any successor application or service developed, provided, or owned by ByteDance Ltd., such as Tik Tok, or any subsidiary or any prohibited software/applications/developers listed on <https://dir.texas.gov/information-security/prohibited-technologies> or a social media application/service, as referenced in Section 620.005 Texas Government Code. City staff may prohibit the use of TikTok on City devices by limiting network access to the application.

Exceptions to the ban on prohibited technologies, as required by state law, may only be approved by the City Administrator.

- a. When the use of prohibited technologies is required for a specific business need, such as enabling criminal investigations or for developing or implementing information security measures.
- b. Any such exception must detail and include (1) the use of measures to mitigate risks to the security of city information during the use of the covered application; and (2) the documentation of those measures.
- c. To the extent practicable, exception- based use should only be performed on devices that are not used for other city business and on non-city networks. Cameras and microphones should be disabled on devices for exception-based use.

Compliance with this policy will be verified through various methods for City-owned, leased and issued devices, including but not limited to, IT/security system reports. Violations of this policy will result in coaching and repeat offenses may result in disciplinary action up to and including termination of employment.

If the underlying statute, Texas Government Code §§620.001-.006, is declared unconstitutional, enforceable, or vacated by a court of competent jurisdiction, this policy is void.

SECTION 8: WORK ENVIRONMENT SAFETY

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor or with another supervisor. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal. Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail

to report or where appropriate, remedy such situations may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures. Following an accident, the City may require the employee to undergo drug testing in accordance with the drug testing policy in this section.

SMOKING

In keeping with the City's intent to provide a safe and healthy work environment, the City maintains a smoke- and tobacco-free office. No smoking or tobacco products, including cigarettes, cigars, pipes, water pipes (hookahs), electronic cigarettes, snuff, chewing tobacco, and any non-FDA approved nicotine delivery service, is permitted inside any part of City buildings or in City-owned vehicles, leased, or vehicles rented by the City. Employees may smoke outside in designated areas during breaks. When smoking or otherwise using tobacco or similar products outside, employees should avoid leaving cigarette butts or other traces of litter or tobacco use on the ground or anywhere else. No additional breaks beyond those allowed under the City's break policy may be taken for the purpose of using tobacco or similar products. Employees are to dispose of any litter properly in the receptacles provided for that purpose. Smoking areas may be designated where smoking is allowed before or after work, or during brief authorized breaks, these areas must be a minimum of 25 feet from the entrance to any City building.

This policy applies equally to all employees, customers, and visitors.

EMERGENCY CLOSINGS

Occasionally, severe weather may create a serious transportation hazard and make it difficult for employees to arrive at work. Management evaluates such situations carefully before determining whether to close the City. Typically, during severe weather, the City will close and/or delay opening in accordance with the Northwest Independent School District's, Decatur Independent School District, and/or Wise County determination and schedule. The decision will be made by the City Administrator, and this information will be posted on the City's website.

Employees should report to work unless the employee believes the weather proves to be an actual safety threat or a City closing has been announced. Employees should use appropriate discretion in determining whether to attempt to come into work. If the City has not announced a closing and the employee will be late or absent from work due to the severe weather, the employee must notify their supervisor as soon as possible.

A nonexempt employee scheduled to work on a day on which the City is officially closed, opens late, or closes early, will receive his/her normal pay for the day. If an employee has previously scheduled vacation or called in with an excused absence, he/she will be charged with the time off as originally scheduled.

When the City is not officially closed, nonexempt employees will not be paid for time missed due to severe weather unless they use available personal time. Based upon individual circumstances, the supervisor may allow an employee to make up any missed time due to severe weather if the time is made up within the same workweek.

VISITORS IN THE WORKPLACE

To ensure the completion of assigned work, the safety and security of employees and visitors, and to protect City resources and facilities, only authorized visitors are allowed for any extended period of time in the workplace. An extended period of time is defined as longer than five (5) minutes. Restricting unauthorized visitors helps to maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employee welfare, and avoid potential distractions and disturbances.

The employee must speak with their Department Director or supervisor and obtain permission prior to the arrival of the visitor. Visitors are not authorized to enter a construction work site where safety is a concern. Visitors are not allowed to enter an employee workspace or behind a desk or area where sensitive information is managed, or financial resources are controlled. If necessary, the employee shall leave the work site to meet with and speak with a visitor.

Employees who endanger themselves, other employees, or visitors, who endanger city equipment or resources, or who allow assigned work to be stopped for an extended period of time by not following these guidelines may be subject to disciplinary action.

SUBSTANCE ABUSE AND ALCOHOL CONSUMPTION

The City is dedicated to providing and maintaining a safe, healthy, and productive working environment free from drugs, alcohol, and other controlled substances. It is a violation of the City's policy for an employee to:

- report for work or perform work duties under the influence of alcohol, illegal drugs or inhalants, or other controlled substances.
- manufacture, sell, distribute, dispense, possess, purchase, or use alcohol, illegal drugs or inhalants, or other controlled substances in the workplace.
- use legal drugs in an improper manner.

Improper use of legal drugs refers to the use of prescription medication not prescribed for current personal treatment by a licensed medical professional, or the use of prescription or nonprescription medication to an extent or in a manner that impairs the performance of an employee's job duties. No prescription drug is to be brought on City property by any employee other than the employee for whom it is prescribed. Such drug must be used by said employee only in the manner, combination, and quantity prescribed.

The City reserves the right to implement testing for illegal drugs or inhalants, alcohol, or other controlled substances. Such testing may be implemented in any of the following circumstances:

- Upon consideration of an applicant for employment
- Following a work-related accident (at the discretion of management)
- If an employee has been observed using a prohibited substance on the job
- If an employee exhibits a severe or prolonged reduction in productivity
- If management has other reasonable suspicion as grounds for testing such employee

Any employee convicted of a criminal drug statute violation must notify their supervisor or the City Administrator immediately after such conviction.

The City's group health insurance may provide limited coverage for expenses related to substance abuse treatment or rehabilitation programs. Employees should contact their supervisor for information regarding any such assistance. In accordance with all applicable laws, disciplinary action, up to and including termination of employment, may be enacted at any point for violation of the SUBSTANCE ABUSE AND ALCOHOL CONSUMPTION policy, regardless of any rehabilitation or counseling programs offered.

Employees are prohibited from consuming alcohol or being under the influence of alcohol while performing work on behalf of the City. Intoxication will not be permitted, and any employee who is intoxicated or who appears to be intoxicated will be subject to disciplinary action.

WEAPONS CONTROL

The City strives to provide a safe and secure working environment for its employees. This policy is designed to help protect employees from workplace violence by providing policies for employees carrying firearms on City property.

Weapons Restrictions. Unless specifically authorized by the City Administrator in accordance with this policy, no employee, other than a licensed peace officer, shall be in possession of a prohibited weapon on City property, in a City-owned vehicle, while on duty, or at any time while engaging in City-related business. Prohibited weapons include, but are not limited to, clubs, explosive devices, knives with blades exceeding five (5) inches, switchblades, etc. Employees do not have an expectation of privacy and the City retains the right to investigate and inspect City property for the presence of prohibited weapons.

The City Administrator may specifically authorize an employee to carry a handgun in accordance with this policy. Employees authorized to carry a handgun on City property may only carry in a concealed manner after receiving written approval from the City Administrator. To be eligible to carry a concealed handgun on City property the employee must be legally licensed CHL holder by the State of Texas to carry a handgun and provide a copy of the current license to carry to the City Administrator. A new license shall be presented in the month the license is obtained, and then by January 31st each year thereafter. The City Administrator shall confirm the validity of an employee's license to carry and place a copy in the employee's personnel file. The City Administrator may require an employee to receive additional firearm training prior to being authorized to carry a concealed handgun on City property. The City Administrator has discretion to withdraw an employee's authorization to carry a concealed handgun at any time and without cause. There shall be no handling of weapons unless in a defensive use.

While on City property, employees are solely responsible for concealing their handgun in a safe and secure manner so that it is not accessible by other employees or members of the public. An employee authorized to carry a handgun on City property has a heightened duty to not harass, intimidate, or threaten violent behavior toward anyone whether the conduct occurs on-duty or off-duty.

Employees lawfully possessing any firearms or other weapons in their personal vehicles, NOT a City-owned vehicle, must lock the vehicle when it is parked in a City parking lot and/or space.

MANDATORY REPORTING OF WEAPON CONTROL POLICY VIOLATIONS

Department Directors are responsible for ensuring employees comply with the provisions of this policy. Any employee observing another employee violating the Weapons Control policy must immediately notify his/her supervisor or Department Director, who must report it to the City Administrator. The supervisor, Department Director or City Administrator who receives a verbal complaint from an employee shall document in writing the alleged Weapon Control policy violation, the date the verbal complaint was received and the name of the employee making the complaint. Any employee who observes a Weapons Control policy violation by an employee causing a disturbance or behavior that raises concern for safety should:

Move to a safe location.

Notify a supervisor immediately and call 911.

When appropriate, harassment, intimidation, and threats and incidents of violence will be documented. Documentation will be maintained by the City Administrator.

Confidentiality. To the extent possible, while accomplishing the purposes of this policy, the City will respect the privacy of employees complying with the mandatory reporting requirements for Weapons Control policy violations and/or acts or threats of violence and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, City management, and others on a need-to-know basis and as may otherwise be required by law, such as the Texas Public Information Act.

City Property. For purposes of this policy, City property includes but is not limited to owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas, and parks.

Policy Violations. Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations that involve a criminal act may also result in arrest and prosecution.

ABSENTEEISM AND TARDINESS

The City expects all employees to conduct themselves in a professional manner during their employment. This includes practicing good attendance habits. All employees should regard

coming to work on time, working their shift as scheduled, and leaving at the scheduled time as essential functions of their jobs, i.e., good attendance habits form an integral part of every employee's job description. The City expects all employees to assume diligent responsibility for their attendance and promptness. If you are unable to work because of illness; you must notify your supervisor at least thirty (30) minutes prior to the start of your shift on each day of your absence.

Under some circumstances, absence or tardiness on your part may be excused, but only if you give proper notice of such a problem before the start of your shift. The City needs advance notice of attendance problems so that other arrangements can be made to cover your absence, if necessary. "Proper notice" means that you call the City at a designated number for such calls prior to the start of your shift and personally notify your supervisor or another member of management about the problem, unless a verifiable emergency makes it impossible for you to do so.

GUIDELINES

- A. When you have advance knowledge of an impending absence, you must request permission to be absent at least (3) days in advance of the scheduled absence, or as soon as you become aware. The request should be submitted and approved by your supervisor. Some departments may have additional requirements because of scheduling and shifts.
- B. Should you have a personal, or family emergency or illness, and are unable to provide advanced notice of your absence, you must notify your supervisor as soon as permitted by the emergency circumstance.
- C. If you expect to be late for the start of your shift, you must call you supervisor and inform them of your delay.
- D. Only under emergency situations may a family member contact your supervisor to notify them of your absence.
- E. If you are absent from your job, due to an illness, for three (3) or more consecutive workdays, a doctor's note may be requested upon your return. The doctor's note should provide the date of your illness or injury, when you were seen or when placed under the physician's care and a release that allows you to return to work, with or without limitations.

An employee who fails to properly notify their supervisor in advance of an absence or tardiness may be subject to disciplinary action.

If an employee is absent from their shift and have not contacted their supervisor regarding their absence for two (2) consecutive days, they will have been considered to have abandoned their job without notice, effective at the end of their normal shift on the second day.

DRESS CODE

To have City employees project a high standard of personal cleanliness, an employee must be well groomed and maintain a professional appearance during working hours with business casual attire or uniforms. The dress code guidelines in this policy are designed for the employees to maintain a neat business-like but comfortable professional image to the public and fellow employees.

The City provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is important to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

Certain employees may be required to meet special dress and grooming requirements, such as wearing uniforms or safety equipment/clothing, depending on the nature of their job. Any questions or complaints regarding the appropriateness of attire should be directed to the City Administrator. Except for employees required to wear uniforms, decisions regarding attire will be made by the City Administrator and not by individual Departments Directors.

These dress code guidelines apply to all full-time, part-time, temporary, and seasonal, employees. Clothing must be in good condition, pressed, clean, properly fitting, and appropriate to the position. The City Administrator, with the assistance of the Department Director, shall determine which dress standard is applicable in order to maintain acceptable dress and appearance. Employees may be held to different standards, depending upon the work assignment.

All employees shall refrain from wearing apparel that is provocative or revealing, low-cut, body-hugging, backless, see-through, tank top style, excessively tight, excessively short, wrinkled, ripped, tattered, soiled, containing obscene messages or promoting/endorsing alcohol, tobacco, drugs, pornography, or offensive materials of any kind.

UNIFORMED EMPLOYEES

Employees required to wear uniforms and/or specified apparel will be provided new uniforms and apparel with required insignia upon employment. Replacement uniforms and apparel will be furnished at the City's expense on "as needed" basis and per individual department guidelines. Uniform shirts must be worn buttoned and always tucked in. Uniform trousers/pants must be worn free of rips, holes, or tears.

Each department determines what type of footwear to be worn based on the safety needs of the job. Uniformed employees who terminate employment with the City must return all uniforms and apparel issued by the City before his/her final paycheck is issued. Department Directors are responsible for the removal and return of identifying patches and insignia from city uniforms.

Employees will not wear City-issued uniforms, including any issued hat, for other than City work. However, uniforms may be worn to and from work, including any incidental stops that may occur while on the way to and from work (examples include basic errands such as trips to the bank or grocery store). An employee who wears the City uniform represents the City and should always conduct themselves in a professional manner whether the employee is on or off duty, or in or outside of the city limits.

PERSONAL HYGIENE

Well-groomed employees should be aware that it is necessary to include daily bathing, the use of deodorant and the practice of good dental hygiene in their personal habits to project a professional

appearance and non-offensive work environment.

Employees with facial hair must be neatly trimmed. Department Directors will make the determination when this is needed.

TATTOOS AND BODYPIERCING

Generally, tattoos must be covered by clothing during working hours. Generally, body piercing is not acceptable (except for earrings), especially where work involves construction or use of equipment that might catch and cause an accident or injury.

ENFORCEMENT

Department Directors are responsible for monitoring and enforcing this policy. The policy will be administered according to the following action steps:

- If questionable attire is worn in the office, the respective Department Director will hold a personal, private discussion with the employee to counsel the employee regarding the inappropriateness of the attire.
- If an obvious policy violation has occurred, the Department Director will confer with the City Administrator, prior to asking the employee to go home and change their attire.
- Repeated policy violations will result in disciplinary action, up to and including termination.

The City reserves the right to rescind and/or amend this policy at any time.

SECURITY INSPECTIONS

The City wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosive or other improper materials. To this end, the City prohibits the possession, transfer, sale, or use of such materials on its premises. The City requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees, but they remain the sole property of the City. Accordingly, they, and any articles found within, may be inspected by any agent or representative of the City at any time with or without prior notice.

The City wishes to discourage theft, and unauthorized possession of property belonging to any employee, the City, visitors, or customers. To facilitate enforcement of this policy, the City or its representative may inspect not only desks, lockers, filing cabinets, etc.

REASONABLE ACCOMODATIONS FOR PREGNANT EMPLOYEES

As required by the federal Pregnant Workers Fairness Act (PWFA), the City provides reasonable accommodations to employees and applicants with limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause undue hardship to business operations.

An employee or applicant may request an accommodation due to pregnancy, childbirth, or a related medical condition by submitting the request in writing to the City Administrator or City Secretary. The accommodation request should include an explanation of the pregnancy-related limitations, the accommodation requested and any alternative accommodation(s) that might be reasonable. Depending on the nature of the requested accommodation, the individual may be instructed to submit a statement from a health care provider substantiating the need for the accommodation.

Upon receipt of a request for accommodation, the City Administrator or City Secretary will contact the employee or applicant to discuss the request and determine if an accommodation is reasonable and can be provided without significant difficulty or expense, i.e., undue hardship.

While the reasonableness of each accommodation request will be individually assessed, possible accommodations may include allowing the individual to:

- Sit while working.
- Drink water during the workday.
- Have flexible hours.
- Receive appropriately sized uniforms and safety apparel.
- Receive additional break time to use the bathroom, eat and rest.
- Take time off to recover from childbirth.
- Be excused from strenuous activities and/or activities that involve exposure to compounds deemed unsafe during pregnancy.

An employee may request paid or unpaid leave as a reasonable accommodation under this policy; however, employees are not required to take time off if another reasonable accommodation can be provided that will allow the employee to continue to work.

Retaliation due to a request for an accommodation under this policy or for reporting or participating in an investigation of unlawful discrimination under this policy is subject to discipline, up to and including discharge.

PROVIDING URGENT MATERNAL PROTECTIONS FOR NURSING MOTHERS

The City supports new parents in our workforce and their choices when it comes to breastfeeding upon their return to work after the arrival of a baby, recognizing that breast milk is the optimal food for growth and development of infants. This policy is to establish guidelines for promoting a breastfeeding-friendly work environment and supporting lactating employees for up to one (1) year following the birth of a child. The City supports the legal right and necessity of employees who choose to express milk in the workplace.

The goals of this Policy include:

- To establish guidelines promoting a work environment that supports breastfeeding at the City.

- To acknowledge that employees have a right to lactation accommodation.
- To acknowledge City’s obligation to respond to lactation requests from employees.
- To acknowledge the employee's right to file a complaint with the U.S. Department of Labor Wage and Hour Division for any related violation.
- To comply with federal regulations under the Providing Urgent Maternal Protections for Nursing Mothers Act (the “PUMP Act”) and other requirements per the Fair Labor Standards Act

All City employees – including all members of the [Leadership/Executive Team], employees inquiring about parental leave, all supervisors and managers, and all new and current employees should be familiar with this policy.

In accordance with the PUMP Act, breastfeeding employees will be provided breaks to express milk during working hours in a lactation space that meets minimum requirements described below. If possible, the break times shall run concurrently with the employee’s scheduled break times. However, an employee’s scheduled break time may not coincide with the employee’s need to lactate, or additional time may be necessary. Break times for lactation shall be unpaid only if a non-exempt employee is relieved of all duties and is not interrupted during their break. Exempt employees shall not be docked for such break time.

With supervisory approval, a non-exempt employee may use personal leave, vacation time, sick leave, comp time, or a flexed work schedule to cover any nonpaid break time.

LACTATION BREAKS

Employees may take reasonable break times to express breast milk for up to one (1) year following the birth of a child. If the employee desires to continue breastfeeding after the end of a year, they should make a timely request to their supervisor and the Human Resources Department to request the same as an accommodation under the City’s Pregnant Worker’s Fairness Act Policy. Employees may take reasonable break times each time they have a need to express milk.

The frequency and duration of breaks needed to express milk may vary from employee to employee. Additionally, factors including the steps reasonably necessary to express breast milk, such as walking time to/from the lactation space, pump setup and clean up, must be included in and can affect the duration of time an employee will need to express milk.

Employees who telework are eligible to take pump breaks on the same basis as other employees. Lactation Space Requirements.

The City will provide breastfeeding employees with space to express breast milk. This space will be shielded from view and free from intrusion by colleagues and the public. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the lactation space.

The lactation space will:

- Not be a restroom
- Be safe, clean, and free of toxic or hazardous materials
- Contain a place to sit and a surface to place a breast pump and other personal items
- Have access to electricity
- Be in close proximity to a sink with running water and a refrigerator
- Potentially be a multi-purpose room if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses and should be available for the employee without reservation or requesting set-up
- Have the ability to be secured so that the employee can pump without intrusion

LACTATION ACCOMODATION REQUESTS

Breastfeeding employees who wish to express milk during working hours should submit a request to the City Administrator or City Secretary at least 10 days in advance of needing accommodation, whenever possible. The City must provide lactation accommodations – including breaks and a private space – upon receipt of the request. If a pumping space does not meet the standards of this policy and the PUMP Act, as noted above, employees must provide notice and then wait 10 days before filing a complaint with the Department of Labor. The City recognizes that employees' lactation accommodation needs may change over time; employees may request changes to their existing lactation accommodation(s) at any time.

RETALIATION

Retaliation against lactating employees for exercising their rights under this policy and the PUMP Act is expressly prohibited. Any such retaliation shall be cause for immediate disciplinary action, up to and including termination. Additionally, breastfeeding should not constitute a source of discrimination in employment or in access to employment. It is prohibited under this policy to harass a breastfeeding employee or exercise any conduct that creates an intimidating, hostile or offensive working environment. Harassment of a breastfeeding employee will be addressed in accordance with the City's policies and procedures for discrimination and harassment.

SECTION 9: TRAVEL AND EDUCATION

BUSINESS TRAVEL EXPENSES

The City recognizes that direct benefits accrue to the City as the result of employee attendance at training, seminars, and workshops. All proposed travel must be for job related or professional activities. The following guidelines must be followed:

- A. All Travel Expense Reports will be signed by the Department Director indicating the availability of funds and sent to the City Administrator in advance of travel.
- B. Brochures, registration forms, agendas and other descriptive data must accompany the Travel Expense Report.
- C. All requests must normally be submitted at least two weeks prior to the date of departure.

- D. For approved travel, employees should use the city issued purchasing card for their travel, lodging, and registration fee expenses. However, if an employee chooses to use their personal finances for travel, lodging and registration they will be reimbursed for these expenses. Employees will not use the City issued purchasing card for meals, beverages, or personal items.
- E. Receipts are required for all reimbursable expenses including fees, tuition, lodging and other approved expenses. Employees will not be reimbursed for personal items including movies, games, use of alcohol, or other items that are not related to the City purpose that requires travel. All receipts will be attached to the final Travel Expense Report.
- F. For meals and Incidentals, a per diem rate will be paid to the employee as set by the General Services Administration (GSA). The GSA website is <http://www.gsa.gov/portal/content/104877>. Meals and Incidental breakdown can be located at <http://www.gsa.gov/portal/content/101518> for partial days. The GSA approved per diem rate will be attached to the Travel Expense Report. No receipts are necessary for meals paid within the employee's per diem rate. Any meal expenses, including tips, above the per diem will be the responsibility for the employee to pay. Employees shall be paid the per diem cost upon completion of travel and submission and processing of the travel expense report.
- G. Employees using their private automobiles for authorized trips within the state will be reimbursed for the most direct route at the standard IRS mileage rate. Employees using private auto will be reimbursed for parking, toll fees, and other travel expenses as approved by the City Administrator, upon submission of valid receipts.
- H. Employees using a City-owned vehicle for authorized travel will be reimbursed for all actual operating expenses such as tolls and parking fees, that are not placed on the City purchasing card and have been approved by the City Administrator. Employees should use the City purchasing card for gasoline purchases for City-owned vehicles.
- I. Within ten (10) days of completion of any travel, City employees and/or elected officials must submit their completed Travel Expense Report and receipts to the Accounts Payable Department.

TUITION REIMBURSEMENT

Tuition reimbursement may be offered to all regular full-time employees who have successfully completed their initial 12 months of employment with the City and who wish to enroll in college-level courses for academic credits. Tuition reimbursement is intended to help employees maintain a satisfactory level of knowledge and expertise in their present position as well as to help develop their skills and increase their potential for future advancement within the organization. Tuition reimbursement will be authorized for both undergraduate and graduate courses (excluding doctoral studies) from a fully accredited college, community college, or university recognized as accredited by the Council for Higher Education Accreditation (www.chea.org). The tuition will be reimbursed

up to the rate of current tuition at the nearest State University. If you are unsure if a college course is from an accredited college, please contact the City Administrator.

Courses taken must be job-related, required to complete a job-related degree, or beneficial to the City. Tuition reimbursement will be \$2,500.00 per calendar year, subject to availability of funds. Any tuition reimbursement is limited to the reimbursement of tuition only; textbooks, fees, and supplies are not covered. If an employee resigns or is terminated for any reason prior to course completion, the City shall not be obligated to reimburse any part of the expense.

The employee will be required to enter into an agreement that states that if the employee resigns, or is terminated, less than two years after completion of any reimbursed course, then the employee must return the monies to the City upon separation of employment. If an employee resigns or is terminated for any reason prior to course completion, the City shall not be obligated to reimburse any part of the expense.

All classes must be taken during off-duty time. All coursework must be completed in the employee's personal time away from work. Failure to do so will affect an employee's eligibility to receive reimbursement.

Employees considering taking a college course for credit should talk to their supervisor to be sure their intended courses will qualify for reimbursement and to allow consideration for it during the budget process. Before an employee enrolls in the course the required forms must be approved by the City Administrator. Associate and bachelor's degree courses will be reimbursed at 100% for a grade of "C" or better or "Pass" in a course utilizing the "Pass/Fail" grading scale. Grades of "D" or lower or "Fail" will not be reimbursed. Within 30 days of receiving their grade report showing completion with eligible grades, the employee must submit the report and copy of their tuition receipt to the City Administrator. The City Administrator will prepare a payment authorization for tuition reimbursement and forward to Accounts Payable for processing.

The city offers tuition reimbursement assistance under the guidelines of Section 127 of the Internal Revenue Code (26 USC § 127), which covers employer-provided educational programs. Under Section 127, an employer may exclude educational expenses from an employee's gross income up to a maximum amount in a calendar year. The City will issue the appropriate tax documents to employees participating in the Tuition Reimbursement Program.

CERTIFICATION PAY

In addition to regular pay, certification pay is available to all certified employees as authorized by the City Council as follows:

CITY SECRETARY

License	Amount	Pay Frequency
MMC- Master Municipal Clerk	\$125 per month	Weekly

CMC- Certified Municipal Clerk	\$100 per month	Weekly
TRMCA- Texas Registered Municipal Clerk	\$75 per month	Weekly

MUNICIPAL COURT

Certification	Amount	Pay Frequency
Level I	\$25 per month	Weekly
Level II	\$50 per month	Weekly
Level III	\$75 per month	Weekly
CCM	\$100 per month	Weekly
CCE	\$125 per month	Weekly

PARKS

Irrigation and Pesticide License	\$100 per month	Weekly
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The City does not currently have a water utility, but at such time as the City enjoys such a utility, the proposed employees would receive the following Certification Pay:

WATERWORKS

Certification	Amount	Pay Frequency
Class D	\$25 per month	Weekly
Class C	\$50 per month	Weekly
Class B	\$75 per month	Weekly
Class A	\$100 per month	Weekly

WASTEWATER TREATMENT

Certification	Amount	Pay Frequency
Class D	\$25 per month	Weekly
Class C	\$50 per month	Weekly
Class B	\$75 per month	Weekly
Class A	\$100 per month	Weekly

OTHER

Certification/License	Amount	Pay Frequency
Code Enforcement Officer	\$75 per month	Weekly

Bilingual Pay	\$25 per month	Weekly
Class B CDL	\$75 per month	Weekly
Class A CDL	\$100 per month	Weekly
Certified Public Manager	\$125 per month	Weekly
Certified Records Manager	\$75 per month	Weekly

An employee eligible for certification should be paid only for the highest level of certification and education required beyond the hiring qualifications for their assigned position. The amount paid will be for the highest level of certification achieved; it is not cumulative. An employee assigned responsibilities to more than one department will receive the highest level of certification pay according to their work assignment. All employees responsibilities and required certifications are listed in the job description. Certification pay is paid weekly.

SECTION 10: EMPLOYEE DISCIPLINE AND GRIEVANCE PROCEDURE

EMPLOYEE WORK RULES, CONDUCT AND CONDUCT WARRANTING **DISCIPLINARY ACTION**

Disciplinary action may be taken based upon any of the items listed below. This list is not intended to be all-inclusive; it is however representative of the kinds of conduct and incidents which warrant disciplinary action.

- Failure to perform assigned work.
- Failure to perform work in a satisfactory manner.
- Failure to observe safety policies, procedures, rules, regulations, or standards.
- Engaging in behavior that threatens the safety of self, co-workers, or the general public.
- Possessing a record or pattern of unsafe work behavior as evidenced by multiple preventable accidents.
- Carelessness or negligence in performing work.
- Failure to call in to notify supervisor of tardiness or absence.
- Misrepresentation or failure to adequately document the need to be off work.
- Failure to maintain or operate equipment, tools, or vehicle in appropriate manner.
- Misrepresenting or omitting information for the benefit of self or others.
- Engaging in behavior which is inappropriate or disruptive in the workplace.
- Discourteous treatment of others.
- Violation of the City's Substance Abuse and Alcohol Consumption policy.
- Insubordination
- Possession of unauthorized firearms, weapons, illegal drugs, alcohol, or any other inappropriate item in the workplace (i.e., jobsite, vehicle or any location while engaged in city business).
- Reporting to work or working under the influence of drugs or alcohol and/or consuming such items during work hours.
- Giving or accepting gifts, money or favors in exchange for some benefit to self or others, in violation of state law.
- Failure to maintain confidentiality.

- Violation of written city, departmental or division work rules, procedures, or policies.
 - Misuse or misrepresentation of one's position or authority.
 - Sexual, racial, ethnic, and religious harassment in the workplace and/or while conducting city business.
 - Engaging in behavior while off duty which reflects adversely upon the City.
 - Continued absenteeism or tardiness.
 - Poor performance appraisals.
- **Absence without approval** - Employees who exhaust all appropriate leave benefits and are unable to return to full duty status work may be terminated. In those instances where an employee fails to report to work and management has no knowledge of his/her whereabouts, an automatic termination for being absent without leave may be appropriate. The City Administrator must be consulted before exercising this action.
 - **Off the Job Conduct** - In order to maintain the trust of the public, it is of utmost importance that employees not engage in conduct which could be detrimental to that trust, including public intoxication, criminal activity, illegal drug activity, appointees or staff and any other conduct which could damage/harm the public's perception and/or trust of the City and any of its officials, appointees, or staff.

DISMISSAL/TERMINATION

The City may terminate an employee's employment as a result of unsatisfactory performance or conduct and/or violation of City policies or procedures, including a new hire who fails the probationary period. City employees who are terminated, or who resign in lieu of termination, due to unsatisfactory performance, pending results of an investigation, or conduct and/or violation of City policies or procedures, are not eligible for rehire.

PROGRESSIVE DISCIPLINE

The City's best interests lie in ensuring fair treatment of all employees and making certain that disciplinary action is prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future.

Although employment with the City is based on the choice of the employee to work for the City and the "at will" employment policy of the City, the City may use progressive discipline at its discretion.

Disciplinary action may call for any of the following four steps: verbal warning, written warning, suspension with or without pay, or termination of employment, depending on a variety of factors. The City recognizes that there are certain types of employee behavior or performances that are serious enough to justify either a suspension, or termination of employment, without going through the usual progressive discipline steps.

The following employee actions may result in immediate termination without progressive discipline:

- Theft of money, equipment, supplies, time, etc.
- Misuse or misappropriation of City monies and/or property.
- Falsifying documentation.
- Job Abandonment
- Reduction-in-force/Reorganization

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employees and the City.

PROBLEM RESOLUTION

The City is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the City supervisors and management. The City strives to ensure fair and honest treatment of all employees. All employees regardless of position are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies or practices they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the City in a reasonable, businesslike manner or for using the problem resolution procedure.

If a situation occurs when an employee believes that a condition of employment or decision affecting them is unjust or inequitable, they are encouraged to make use of the problem resolution procedure. The employee may discontinue the procedure at any step.

PROBLEM RESOLUTION PROCEDURE

1. Employee presents the problem to the immediate supervisor and/or Department Director after the incident occurs.
2. Supervisor responds to problems during discussion or after consulting with appropriate management when necessary. The supervisor must document the discussion.
3. Employee presents the problem to the City Administrator if the problem is unresolved.
4. City Administrator counsels and advises employees, assists in putting problems in writing, visits with employee's supervisor if necessary.
5. If an employee feels the problem is still not resolved, the employee presents the problem to the City Administrator in writing including why he or she feels it is not resolved.

6. The City Administrator reviews and considers the problem. The City Administrator informs the employee of the decision and forwards a copy of the written response to the employee's file. The City Administrator has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's satisfaction but only through understanding and discussion of problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.

HARASSMENT/DISCRIMINATION COMPLAINTS

The following procedures are to be used for reporting and investigating harassment/discrimination complaints:

- A. Any employee who feels victimized by harassment/discrimination should report, verbally or in writing, the harassment/discrimination to his or her supervisor immediately. If the employee's immediate supervisor is the source of the alleged harassment or is so closely associated with the source of the harassment that the employee does not feel comfortable reporting to that person, the employee may report the complaint to their Department Director, City Secretary, or the City Administrator. The employee is not required to follow his or her chain of command when reporting harassment/discrimination.
- B. Any supervisor or Department Director that learns of or receives a complaint of harassment/discrimination is required to report it to the City Secretary or the City Administrator.
- C. If the complaint alleges harassment/discrimination, the City Secretary or the City Administrator will contact the City Attorney's Office and they will conduct a prompt and impartial investigation or recommend an appropriate course of action such as contracting with a third-party to conduct the investigation.
- D. Management, upon being informed about a harassment/discrimination complaint, shall take immediate and appropriate action when necessary to ensure any inappropriate behavior is not repeated during the investigation. Depending on the nature and severity of the complaint, the City reserves the right to take any immediate action necessary to address the complaint including, but not limited to, immediate suspension without pay of the employee against whom a complaint has been made. If, at the conclusion of the investigation, no discipline is imposed, the City may award back pay for the period of the unpaid suspension, except for any unpaid periods imposed as discipline.
- E. The investigation may include, but is not limited to, obtaining all factual evidence, conducting interviews, and obtaining witness statements, determining whether a reasonable basis exists for the allegations of harassment, determining if there has been a violation of Federal or state law and/or City policy, and affording the accused the

opportunity to respond verbally or in writing to the allegations. If harassment is found to have occurred, recommendations for remedial action shall be made.

- F. The investigator shall conduct the investigation carefully and discreetly to protect all employees questioned and all information gathered. Confidentiality during an investigation is not guaranteed, but the investigator, to the extent possible, shall conduct the investigation to protect the privacy of those involved and relate facts only on a need-to-know basis. Every effort shall be made to conduct the investigation promptly so as to respect the rights of all individuals involved.
- G. Upon completion of the investigation and based upon the findings of the investigation and the conclusions of the investigator, the City Secretary or City Administrator shall promptly relay the results of the investigation to the accused and the complainant.
- H. If the investigation finds that harassment/discrimination has occurred, the City shall take appropriate corrective disciplinary action, which may include but not be limited to oral reprimand, written reprimand, suspension, demotion and/or termination. The City shall take all steps necessary to effectively remedy the harassment/discrimination that was found during an investigation.
- I. No employee shall be subject to any form of retaliation or discipline for pursuing or participating in a harassment/discrimination complaint. The City shall insure that complainants and witnesses shall suffer no retaliation as a result of their involvement in the investigation.

GRIEVANCE PROCEDURE

The City has a grievance procedure for work or discipline related concerns and complaints. The first level of grievance is with the immediate supervisor. If the immediate supervisor is not able to resolve the issue, then the next level is with the Department Director. If the Department Director is not able to resolve the issue, then the next level is with the City Administrator, or in his or her absence, with the City Secretary. The decision of the City Administrator is the final step in the grievance process.

An employee should file a grievance in a timely manner. No limitation is placed on the time that may elapse, but a grievance should normally be filed within 30 days of the issue arising. The Supervisor, Department Director and City Administrator should also respond in a timely manner. No limitation is placed on the time that may elapse in order to ensure a thorough evaluation, but generally a response should be given within 15 workdays of the hearing or meeting with the employee.

The employee should document the grievance in writing. A letter or an email is sufficient. Dates and times and other relevant details should be included, as necessary.

No employee, supervisor, department director or other administrator will take any retaliatory action as a result of a grievance being filed.