

CITY COUNCIL AGENDA

May 4, 2020

7:00 P.M.

New Fairview City Hall

999 Illinois Ln.

New Fairview TX 76078

AGENDA

1. VIDEO CONFERENCE

A. This City Council Meeting will be held via Videoconference. The City Council will participate remotely via videoconference. The facility will not be open to the public. Members of the public are entitled to participate remotely via broadcast through Cisco Webex at the following URL location.

<https://meetingsamer11.webex.com/join/cnfclerks>

Instructions on how to change the settings within the meeting app to call in are below. Please note that if you do not call in through the Cisco Webex app with the Access Code and Attendance ID you will only be able to hear the meeting and will not be able to participate. It is highly recommended that everyone follows the instructions attached. We will still be streaming the meeting so that everyone will have a visual as well.

Calling in using a computer and telephone

Calling in using an Android device

Calling In using an Apple device

Access Code: 298-437-804

2. CALL TO ORDER

3. ROLL CALL

4. EXECUTIVE SESSION

Advice from City Attorney: Pursuant to Sec. 551.071 of the Texas Government Code, the Board of Aldermen reserves the right to convene in Executive Sessions(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

5. CONSENT AGENDA:

All matters listed as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

A. **Approve minutes for April 20,2020**

B. **Approve letter agreement concerning development agreement for Constellation Lake**

C. **Discuss, consider and act to extend the application for Pioneer Ranch preliminary plat till the next monthly meeting in June.**

D. Discuss, consider and act to extend the application for Pioneer Ranch final plat till our next monthly meeting in June.

6. OPEN FORUM

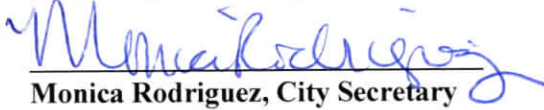
The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign-in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens the opportunity to speak, there is a three-minute limitation 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.

7. NEW BUSINESS:

- A. Discuss, consider and act on Presentation on street conditions and recommendations for repair.**
- B. Discuss, consider and act on Ordinance No. 2020-11-101 adopting a residential homestead exemption for property owners who are disabled veteran or the surviving spouse of a deceased veteran in accordance with the Texas Tax Code.**
- C. Discuss, consider and act on Ordinance No. 2020-12-102 adopting a residential homestead exemption for property owners who qualify for disability benefits under the Federal Old Age, Survivors and Disability Insurance Program in Accordance with the Texas Tax Code.**
- D. Discuss, consider and act on Ordinance No. 2020-13-103 adopting a residential homestead exemption for property owners who are 65 or older in accordance with the Texas Tax Code.**
- E. Discuss, consider and act on moving forward with a city initiated zoning amendment for that certain 129.494 acre tract or parcel of land situated in the Smith CSL Survey, Abstract No. 744 and the F.W. Thornbug Survey, Abstract No. 853, Wise County, Texas, being generally located south of FM 407 and east of Pioneer Road and planned to be the Pioneer Estates development.**
- F. Discuss, consider and act to approve an agreement with SAFEbuilt of Loveland, Co to perform the building inspection services and authorize the interim city administrator to sign the agreement.**
- G. Discuss, consider and act to approve an agreement with William Spore to perform the audit of City financial information from September 30, 2015 through September 30, 2019.**
- H. Discuss, consider and act to approve a Resolution adopting a Council Procedures and Decorum Policy.**
- I. Discuss, consider and act to approve a Resolution adopting a Pay Plan.**
- J. Discuss and consider on presentation of monthly financial report through March 31, 2020**

8. ADJOURN:

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 said notice posted this 1st day of May 2020 at 7:00 PM at least 72 hours proceeding the meeting time.


Monica Rodriguez, City Secretary

SEAL:

This facility is wheelchair accessible; parking spaces are available. Requests for accommodations 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 MEETING

APRIL 20, 2020

7:00 P.M.

New Fairview City Hall

999 Illinois Ln.

New Fairview TX 76078

MINUTES

STATE OF TEXAS

COUNTY OF WISE

CITY OF NEW FAIRVIEW

THE CITY COUNCIL CONVENED INTO A CITY COUNCIL MEETING, THE SAME BEING OPEN TO THE PUBLIC, THE 20TH DAY OF APRIL 2020 IN THE NEW FAIRVIEW CITY HALL AND NOTICE OF SAID MEETING GIVING THE TIME, PLACE AND SUBJECT THEREFORE HAVING BEEN POSTED AS PRESCRIBED BY ARTICLE 5 OF THE TEXAS GOVERNMENTAL CODE. WITH THE FOLLOWING MEMBERS PRESENT:

Pursuant to Section 551.071 of the Texas Government Code, the City Council may convene into Executive Session (s) from time to time as deemed necessary during the meeting for any posted agenda item and may receive advice from its attorney as permitted by law.

CITY COUNCIL

Mayor Joe Max Wilson

Councilman Charlie Stumm

Councilwoman Rebecca McPherson

Councilman Bill Payne

Councilman Rick White

ABSENT

Mayor Pro Tem Scott Johnson

PRESENT

City Administrator Alan Guard

City Secretary Monica Rodriguez

City Clerk Brooke Boller

City Attorney Bradley Anderle

City Planner Barry Hudson

City Engineer Ryley Paroulek

P3 Works Kyle Sikorski

Bond Counsel Bob Dransfield

P3 Works Jim Douglas

ITEM NUMBER 1. VIDEO CONFERENCE

A. This City Council Meeting will be held via Videoconference. The City Council will participate remotely via videoconference. The facility will not be open to the public. Members of the public are entitled to participate remotely via broadcast through Cisco Webex at the following URL location.

<https://meetingsamer11.webex.com/join/cnfclerks>

Instructions on how to change the settings within the meeting app to call in are below. Please note that if you do not call in through the Cisco Webex app with the Access Code and Attendance ID you will only be able to hear the meeting and will not be able participate. It is highly recommended that everyone follows the instructions attached. We will still be streaming the meeting so that everyone will have a visual as well.

Calling in using a computer and telephone

Calling in using an Android device

Calling In using an Apple device

Access Code: 298-437-804

ITEM NUMBER 2. CALL TO ORDER

Mayor Joe Max Wilson called the meeting to order at 7:12 P.M.

ITEM NUMBER 3. ROLL CALL

Roll call with the above-mentioned names present

ITEM NUMBER 4. EXECUTIVE SESSION

Advice from City Attorney: Pursuant to Sec. 551.071 of the Texas Government Code, the Board of Aldermen reserves the right to convene in Executive Sessions(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.
City Attorney Bradley Anderle – No Executive Session required

ITEM NUMBER 5. CONSENT AGENDA:

All matters listed as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is desire, that item will be removed from the consent agenda and will be considered separately.

A. Approve minutes for April 6, 2020

Councilwoman McPherson made a motion to approve minutes for April 6, 2020. Motion seconded by Councilman Stumm. Motion passed unanimously.

ITEM NUMBER 6. OPEN FORUM

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 the opportunity to speak, there is a three-minute limitation 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.

No request or chats

ITEM NUMBER 7. NEW BUSINESS:

A. Discuss, consider and act on Annexation Services Agreement between the City of New Fairview and Royal Crest Properties, LLC concerning approximately 723.822 acres of land located on the southeast corner of the City and bounded by FM 407 on the north, Sam Reynolds Road on the east, Dove Hollow Lane on the south, and County Line Road on the west, known as Constellation Lake Development that is proposed to be annexed into the City of New Fairview, Texas.

City Attorney Bradley Anderle said that the city council has already approved the Development agreement. This agreement calls for the annexation of the property in connection with the PID and agreement to reimburse the property owner for the costs of the construction of authorized improvements within the development through assessments on the property within. The city will enter into an agreement as required by section 43.0672, of the Texas Local Government Code. The development agreement tells what services the city provides currently and that the city will provide those services to this property. After this the annexation will take place. Mayor Joe Max Wilson wanted to make sure it was stated for clarification to everyone that the PID will take care the roads and Aqua Texas is taking care of the water and sewage at this time and not the city. City Attorney Bradley Anderle said this document has already been executed by the developer.

Councilwoman Rebecca McPherson made a motion to approve the Annexation Service Agreement between the City of New Fairview and Royal Crest Properties LLC concerning the 723.822 acres of land known as Constellation Lake Development. Motion seconded by Councilman Charlie Stumm and Councilman Rick White. Motion passed unanimously.

B. Discuss, consider and act on Ordinance No. 2020-06-201 annexing into the City of New Fairview, Texas approximately 723.822 acres of land located on the southeast corner of the City and bounded by FM 407 on the north, Sam Reynolds Road on the east, Dove Hollow Lane on the south, and County Line Road on the west, known as the Constellation Lake Development.

City Attorney Bradley Anderle said that this ordinance will accomplish the Annexation of Constellation Lake Development. It will amend the zoning map of the city. Councilman William Payne clarified that the owner of the development asked to be annexed into the city limits. **Councilman Rick White made a motion to approve Ordinance 2020-06-201 annexing into the City approximately 723.822 acres of land known as the Constellation Lake Development. Motion seconded by Councilman William Payne. Motion passed unanimously.**

C. Discuss, consider and possible action on the "PD" Planned Development zoning for Constellation Lake, being 723.822 of land in the William C. Brookfield Survey, Abstract No. 34, and the Robert A. Walker Survey, Abstract No. 1302, Denton County, Texas

City Planner Barry Hudson went thru the PD Zoning with the council. The PD Zoning is divided into 7 tracts with 5 different zonings. 3 tracts are Type A- SF with 1 acre minimum - 152.313 acres. Type B- SF- 5,000sq ft lot min with sewer- 492.789 acres. Commercial - 34.771 acres. Multi-Family/Apartments, -24 unites/acres maximum with 10-year delay - 24.708 acres and Townhouse/SF attached - 12 units/acre maximum - 19.240 acres. There was an error on the roof pitch maximum which has been revised. The development agreement required a maximum roof pitch of 6/12 for type A and type B single family residences and multi-family structures. The planned development zoning ordinance approved by the city council for the property requires a minimum roof pitch of 6/12 for type A and type B. City attorney Bradley Anderle will draft an agreement letter concerning the development agreement since the typo was in he agreement in order for the zoning to control the development agreement. No billboards. The council has gone thru all the other PD items. **Councilwoman Rebecca McPherson made a motion to approve**

the “PD” Planned Development zoning for Constellation Lake. Motion seconded by Councilman Charlie Stumm. Motion passed unanimously.

D. Public Hearing to consider proposed assessments to be levied against the assessable property within the Constellation Lake Public Improvement District

Mayor Joe Max Wilson opened the Public Hearing at 7:40 PM. To accept public comments. There was no comments or chats. Public Hearing closed by Mayor Joe Max Wilson at 7:42 P.M.

E. Discuss, consider and act on Ordinance No. 2020-07-2020 accepting and approving a service and assessment plan and assessment roll for the Constellation Lake Public Improvement District, making a finding of special benefit to the property in the district, levying special assessments against property within the district and establishing a lien on such property, providing for payment of the assessment in accordance with Chapter 372, Texas Local Government Code, providing for the method of assessment and the payment of the assessments, and providing penalties and interest on delinquent assessments.

Kyle Sikorski with P3 Consulting addressed the council on the service and assessment plan for Constellation Lake Public Improvement District know as the PID. They have ben working through this PID. This is the final step. The actual cost will be \$39,760,000 and secured by assessments levied on assessed properties in the district to be paid to the Developer as stated in the reimbursement agreement. The interest rate is 4.84%. The lien has been established and how it will be collected in the assessment. If the ordinance is approved, then it will transfer to the homeowner they will have the ability to prepay the lien or can make installment payments of \$ 1,260.00 per year. The tax came in at \$2.30 to \$2.40 based on the installments and with the road maintenance it came in at \$2.70 tax rate. The annual operations and maintenance assessment will not exceed \$0.30 per one hundred dollar of taxable ad valorem property value. This will help with the maintenance of the roads in the district. Mayor Joe Max Wilson stated that the area cities are in the \$0.30 or more so this was good to stay below that. The developer’s goals were to stay under \$2.90 and they came in at \$2.70 with the assessment fees.

Bob Dransfield said there were no bonds issued at this time.

Councilman Rick White made a motion to approve Ordinance No. 2020-07-2020 accepting and approving a service and assessment plan and assessment roll for the Constellation Lake Public Improvement District, making a finding of special benefit to the property in the district, levying special assessments against property within the district and establishing a lien on such property, providing for payment of the assessment in accordance with Chapter 372, Texas Local Government Code, providing for the method of assessment and the payment of the assessments, and providing penalties and interest on delinquent assessments. Motion seconded by Councilman Charlie Stumm. Motion passed unanimously.

F. Discuss, consider and on Resolution No. 2020-010-100 approving the PID Reimbursement Agreement-Constellation Lake Public Improvement District Project with Royal Crest Properties, LLC and authorizing and directing the Mayor of the City to execute the agreement.

City Attorney Bradley Anderle said this was the next step, to approve the PID reimbursement agreement. Kyle Sikorski and Bob Dransfield were available if council had any additional comments. The amounts will show up in the tax roll each year and the developer will be reimbursed over time. P3 Works will take care of the reimbursements. **Councilman Charlie Stumm made a motion to approve the PID Reimbursement Agreement-Constellation Lake Public Improvement District Project with Royal Crest Properties, LLC and authorizing and directing the Mayor of the City to execute the agreement. Motion seconded by Councilwoman Rebecca McPherson. Motion passed unanimously.**

G. Discuss, consider and act to award a contract to Franklin Legal Publishing of Lubbock, TX for codification services in the amount of \$9,900.00 and authorize the interim city administrator to sign the contract.

City Administrator Alan Guard presented the information to council. He looked into three different companies. The pricing was about the same for all three. He suggested that we use Franklin Legal Publishing. It will take about 8 months to get the ordinances online. This will get all the ordinances on the website and make them searchable and easy to view for everyone. The purchase cost is \$9,900 with an annual charge of \$395 for Franklin Legal to host the city's code. They will host it on their site, but it will show up on our city website. A lot of the city's around use Franklin Legal. **Councilwoman Rebecca McPherson made a motion to approve the contract with Franklin Legal Publishing of Lubbock, TX for codification services in the amount of \$9,900.00 and authorize the interim city administrator to sign the contract. Motion seconded by Councilman Bill Payne. Motion passed unanimously.**

H. Discuss, consider and act to award a contract to ProudCity of Oakland, CA for website hosting services and agenda management software in the amount of \$4,500.00 and authorize the interim city administrator to sign the contract.

City Administrator Alan Guard presented this information to council. The price for this service is low because they have a lot of cities that they work with. The other companies that he looked into were about \$30,000. This company is only \$4,500 with an annual charge of \$1,800 for website hosting services. In addition, they also offer agenda management software for \$500 plus \$50 per month. This is a great value. It will upgrade the professionalism of the website. ProudCity is very easy to use. City Administrator Alan Guard reached out to other cities that are using it and they really liked it and it was a huge upgrade for them as well. This will make the agendas very easy to do and the minutes for Monica or anyone that uses it. We will keep up the old one until we have the new one set up. He mentioned to the council that the financial software will be transferred on June 1 and that will be able to transfer to this software. Councilman Bill Payne and Rick White told City Administrator Alan Guard that they appreciated all his extra work. **Councilwoman Rebecca McPherson made a motion to approve the contract with ProudCity of Oakland, CA for website hosting services and agenda management software in the amount of \$4,500.00 and authorize the interim city administrator to sign the contract. Motion seconded by Councilman Rick White. Motion passed unanimously.**

ITEM NUMBER 8. ADJOURN:

Mayor Joe Max Wilson adjourned the meeting at 8:20 P.M.

APPROVED:

Mayor Joe Max Wilson

Councilman Charlie Stumm

Mayor Pro Tem Scott Johnson

ATTEST:

Councilman Rick White

City Secretary Monica Rodriguez

Councilwoman Rebecca McPherson

Councilman William Payne



**City Council Agenda
May 4, 2020**

Agenda Item: 5B

Minute Resolution

(Action Item)

Agenda Description:

Discuss, consider and possible action approving a Letter correcting the roof pitch in the Constellation Lakes zoning ordinance.

Background Information:

It was discovered that the development agreement lists the roof pitch regulations (6/12) as a maximum, when it should be a minimum. We have revised the zoning ordinance to list this as a minimum, but in order for this zoning ordinance to control over the development agreement the parties need to sign something in writing. This letter agreement is for that purpose.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator
Staff recommends that Council approve the letter.

Attachments:

Letter

**LETTER AGREEMENT CONCERNING DEVELOPMENT AGREEMENT
FOR CONSTELLATION LAKE**

WHEREAS, Royal Crest Properties, LLC ("Owner") and the City of New Fairview, Texas (the "City") entered into a Development Agreement for the Constellation Lake development, consisting of approximately 723.822 acres of land (the "Property"), effective March 12, 2020;

WHEREAS, Section 2.02 of the Development Agreement provides that, in the event of a conflict between the Development Agreement and any zoning ordinance adopted by the City Council applicable to the Property, the Agreement will prevail, except as expressly agreed to in writing by the Owner and the City;

WHEREAS, the Development Agreement requires a maximum roof pitch of 6/12 for Type A and Type B single-family residences and multi-family residential structures; and

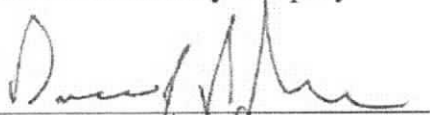
WHEREAS, the planned development zoning ordinance approved by the City Council for the Property, Ordinance No. 2020-07-2020, requires a minimum roof pitch of 6/12 for Type A and Type B single-family residences and multi-family residential structures;

NOW, THEREFORE, Owner and the City agree that such roof pitch provisions in the planned development zoning ordinance shall prevail over the Development Agreement.

This Letter Agreement shall be effective upon execution by Owner and the City.

OWNER:

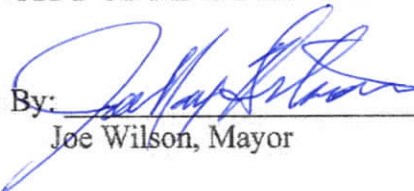
Royal Crest Properties, LLC,
A Texas limited liability company

By: 

Title: MANAGER

Date: 4/20/2020

CITY OF NEW FAIRVIEW

By: 
Joe Wilson, Mayor


Date: _____

ATTEST:

By: 
Monica Rodriguez, City Secretary

Date: _____

APPROVED AS TO FORM:


Bradley A. Anderle, City Attorney

Date: _____



**City Council Agenda
May 4, 2020**

Agenda Item: 5C

Minute Resolution

(Action Item)

Agenda Description:

Discuss, consider and act to extend the application for Pioneer Ranch Preliminary Plat till the next monthly Council meeting.

Background Information:

The applicant has requested an extension for the consideration of the preliminary plat for Pioneer Ranch until the June 1st meeting.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator
Staff recommends that Council approve the extension.

Attachments:

Email from the applicant.



**City Council Agenda
May 4, 2020**

Agenda Item: 5D

Minute Resolution

(Action Item)

Agenda Description:

Discuss, consider and act to extend the application for Pioneer Ranch Final Plat till the next monthly Council meeting.

Background Information:

The applicant has requested an extension for the consideration of the final plat for Pioneer Ranch until the June 1st meeting.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator
Staff recommends that Council approve the extension.

Attachments:

Email from the applicant.

Scott Wooley

Apr 29, 2020, 3:15 PM (23 hours ago)

to Allen, Bruce, Scott, me

Hi Monica,

Please except this email as a formal request for continuance for the Plat hearing regarding Pioneer Ranch? We would like to have it continued until the next city meeting that will occur in June.

Thanks,

Scott Wooley

Sending you good vibes from my awesome iPhone XI-Pro

On Apr 1, 2020, at 9:34 AM, Monica Rodriguez <citysecretary@newfairview.org> wrote:

Thank you!

Thank you

Monica Rodriguez

City Secretary

City of New Fairview



**City Council Agenda
May 4, 2020**

Agenda Item: 7A

Presentation

(Action Item)

Agenda Description:

Presentation on street conditions and recommendations for repair.

Background Information:

Pacheco Koch, the City's engineering firm, has evaluated the City's street system. They have identified the top 25 streets that are in need of repair. The study includes the location, condition, the type of repair and estimated cost.

Financial Information:

Financial considerations will be discussed at the Council planning session on May 16, 2020.

City Contact and Recommendation:

Alan Guard, Interim City Administrator
Hear the presentation and accept the report.

Attachments:

Report

ORDINANCE 2020-11-101

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS ADOPTING A RESIDENTIAL HOMESTEAD EXEMPTION FOR PROPERTY OWNERS WHO ARE A DISABLED VETERAN OR THE SURVIVING SPOUSE OF A DECEASED VETERAN IN ACCORDANCE WITH THE TEXAS TAX CODE; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Fairview, Texas is a Type A general-law municipality located in Wise and Denton Counties, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Section 11.22 of the Texas Tax Code entitles a disabled veteran and the surviving spouse of a deceased veteran to certain exemptions from taxation of property that the veteran or the surviving spouse of a deceased veteran owns and designates in accordance with state law; and

WHEREAS, the City Council now desires to adopt the property tax exemptions for disabled veterans and surviving spouses of deceased veterans as provided in Section 11.22 of the Texas Tax Code.

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

SECTION 1.

From and after January 1, 2021, a disabled veteran and the surviving spouse of a deceased veteran shall be entitled to an exemption from taxation by the City of New Fairview of a portion of the assessed value of property the disabled veteran or the surviving spouse of a deceased veteran owns and designates as provided in Section 11.22 of the Texas Tax Code.

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances of the City of New Fairview, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

This ordinance shall be in full force and effect from and after its passage by the City Council.

PASSED AND APPROVED on this ___ day of _____, 2020.

Joe Wilson, Mayor

ATTEST:

City Secretary



City Council Agenda
May 4, 2020

Agenda Item: 7C Ordinance (Action Item)

Agenda Description:

Discuss, consider and act on Ordinance No. 2020-12-102 adopting a residential homestead exemption for property owners who qualify for disability benefits under the Federal Old Age, Survivors, and Disability Insurance Program in accordance with the Texas Tax Code.

Background Information:

The Texas Tax Code authorizes the City to adopt a residential homestead property tax exemption for persons who qualify for disability benefits under the Federal Old Age, Survivors, and Disability Insurance Program. This ordinance would adopt such an exemption and set it at \$10,000 of the assessed value of a residence homestead. This ordinance also provides that if a person qualifies for an exemption for being 65 years of age or older and for being disabled, the person may only receive one exemption.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends approval of the ordinance approving the residential homestead property tax exemption for persons who qualify for benefits under the Federal Old Age, Survivors, and Disability Insurance Program.

Attachments:

Ordinance

ORDINANCE 2020-12-102

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS ADOPTING A RESIDENTIAL HOMESTEAD EXEMPTION FOR PROPERTY OWNERS WHO ARE DISABLED IN ACCORDANCE WITH THE TEXAS TAX CODE; ESTABLISHING THE AMOUNT OF SUCH EXEMPTION; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Fairview, Texas is a Type A general-law municipality located in Wise and Denton Counties, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Section 11.13(d) of the Texas Tax Code provides that the City Council may adopt an exemption from taxation of a portion of the appraised value of the residence homestead of disabled individuals or individuals who are 65 years of age or older; and

WHEREAS, the City Council now desires to adopt a residential homestead exemption for individuals who qualify for disability benefits under the Federal Old Age, Survivors, and Disability Insurance Program pursuant to Section 11.13 of the Texas Tax Code.

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

SECTION 1.

- (a) Pursuant to Section 11.13 of the Texas Tax Code, from and after January 1, 2021, \$10,000 of the assessed value of residence homesteads, as defined by law, of an individual (regardless of age) who qualifies for disability benefits under the Federal Old Age, Survivors, and Disability Insurance Program, shall be exempt from taxation by the City of New Fairview.

- (b) An eligible disabled person who is 65 years of age or older may not receive the residence homestead exemption for qualifying both as "disabled" and "65 or older", but may choose either.

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances of the City of New Fairview, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

This ordinance shall be in full force and effect from and after its passage by the City Council.

PASSED AND APPROVED on this ____ day of _____, 2020.

Joe Wilson, Mayor

ATTEST:

City Secretary



**City Council Agenda
May 4, 2020**

Agenda Item: 7D

Ordinance

(Action Item)

Agenda Description:

Discuss, consider and act on Ordinance No. 2020-13-103 adopting a residential homestead exemption for property owners who are 65 or older in accordance with the Texas Tax Code.

Background Information:

The Texas Tax Code authorizes the City to adopt a residential homestead property tax exemption for persons 65 years of age or older. This ordinance would adopt such an exemption and set it at \$10,000 of the assessed value of a residence homestead. This ordinance also provides that if a person qualifies for an exemption for being 65 years of age or older and for being disabled, the person may only receive one exemption.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends approval of the ordinance approving the residential homestead property tax exemption for persons 65 years of age or older.

Attachments:

Ordinance

ORDINANCE 2020-13-103

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS ADOPTING A RESIDENTIAL HOMESTEAD EXEMPTION FOR PROPERTY OWNERS WHO ARE 65 OR OLDER IN ACCORDANCE WITH THE TEXAS TAX CODE; ESTABLISHING THE AMOUNT OF SUCH EXEMPTION; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Fairview, Texas is a Type A general-law municipality located in Wise and Denton Counties, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, Section 11.13(d) of the Texas Tax Code provides that the City Council may adopt an exemption from taxation of a portion of the appraised value of the residence homestead of disabled individuals or individuals who are 65 years of age or older; and

WHEREAS, the City Council now desires to adopt a residential homestead exemption for individuals who are 65 years of age or older pursuant to Section 11.13 of the Texas Tax Code.

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

SECTION 1.

- (a) Pursuant to Section 11.13 of the Texas Tax Code, from and after January 1, 2021, \$10,000 of the assessed value of residence homesteads, as defined by law, of an individual who is 65 years of age or older shall be exempt from taxation by the City of New Fairview.
- (b) An eligible disabled person who is 65 years of age or older may not receive the residence homestead exemption for qualifying both as "disabled" and "65 or older," but may choose either.

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances of the City of New Fairview, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

This ordinance shall be in full force and effect from and after its passage by the City Council.

PASSED AND APPROVED on this ___ day of _____, 2020.

Joe Wilson, Mayor

ATTEST:

City Secretary



City Council Agenda May 4, 2020

Agenda Item: 7E

(Action Item)

Agenda Description:

Discuss, consider, and act on moving forward with a city-initiated zoning amendment for that certain 129.494 acre tract or parcel of land situated in the Smith CSL Survey, Abstract No. 744 and the F.W. Thornburg Survey, Abstract No. 853, Wise County, Texas, being generally located south of FM 407 and east of Pioneer Road and planned to be the Pioneer Estates development.

Background Information:

The owners of this property, Connie Burgoon and Paula Tarbet, addressed the City Council previously requesting that the City Council consider a variance to the setback and noise restrictions for gas wells within the development. In order to facilitate the development of the property, the mineral owner and the property owner are negotiating a surface use agreement to limit the rights of the mineral owner. These negotiations lead to a discussion about the need to amend the setback requirements for new wells and reworking operations on this property, so that it can continue to be usable by the mineral owner. This is the reason why the property owner approached the City originally to discuss a variance from these regulations.

The property is currently zoned Agricultural and the City's gas well setback and noise restrictions would apply to the property. In order to allow a variance to these regulations for this property that is enforceable, the City can rezone the property as a Planned Development, which would establish the gas well setback the Council desires to apply to this property. At this time, the property owner and developer have not requested any other changes to the development regulations that currently apply to this property, so it is anticipated that the proposed zoning of this property would be the current Agricultural zoning with the addition of the desired gas well setbacks. However, the City Council has discretion when it comes to the zoning of property, so through this process additional zoning regulations could be amended if the City Council determines that they are necessary to serve the proper development of the City.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends voting to move forward with the city-initiated zoning amendment for this property.

Attachments:

Aerial of Property

Gas Well Aerial

Proposed Regulations

Proposed Regulations

Pursuant to our previous conversations, it is important that we also establish a equal or reverse setback for our future operations within this development. Below is proposed language to be considered with the rezoning of Pioneer Estate. Paragraph 1 below addresses the setback issues and Paragraph 2 addresses Devon's ability to operate in the future, including our concerns with the noise. You are welcome to call to discuss if you have any questions or concerns.

The rezoned property shall be subject to the following restrictions and permissions:

- (1) Any setback set forth in any ordinances in effect as of the effective date of this rezoning within the city limits of New Fairview shall be established as being 200 feet. Surface Owner is restricted from building, placing, or constructing any personal property, fence, or other items within 200 feet of any Well. Operator is permitted to drill, re-drill, deepen, enter, re-enter, activate, complete, recomplete, and operate any well so long as such well is a minimum of 200 feet away from any residence or public structure.
- (2) With the exception granted in paragraph (1) above, Operator shall conduct all oil and gas activities and operations associated with the wells and any future wells on the property in compliance and pursuant to the ordinances in effect as of the effective date of this rezoning for the City of New Fairview notwithstanding any amendments, changes, or modifications of the requirements for oil and/or gas wells to the ordinances.

Laura Anderson

Field Landman

Devon Energy

1209 CR 1304

Bridgeport, TX 76426

940 394 2015



exas, AC +/-

Faith Fellowship

407

Illinois St

Illinois St

Illinois St

Illinois St

DISTANCE FROM
FM 407-2,300'



Orangebox

- Pipeline
- Unmapped/Not Included
- Primary Road
- Fence
- Road/Trail
- Stream
- Boundary
- 100 Year Floodplain
- 500 Year Floodplain
- Floodway
- Special

Operations Site 1

Pioneer Estates/P.K. Troxell

Buried Electric Line

33.092559, -97.453544

33.092558, -97.452182

33.091327, -97.453535

33.091322, -97.452163



300 ft

Google Earth

© 2018 Google

Operations Site 2

Pioneer Estates/P.K. Troxell

33.091153 -97.453396

33.091150 -97.452061

Buried Electric Line

Boundary of
Operations Site 2

33.089909 -97.453385

33.089895 -97.452061



Google Earth

© 2014 Google

300 ft

Operations Site 3

Pioneer Estates/P.K. Troxell

Boundary of
Operations Site 2

33.089820° -97.454088°

33.089827° -97.452743°

Boundary of
Operations Site 3

33.088722° -97.454080°

33.088724° -97.452765°

Buried Electric Line

2018-07-17



400 ft

Operations Site 4

Pioneer Estates/P.K. Troxell

Boundary of
Operations Site 3

33.088336, -97.451326

33.088332, -97.449999

Buried Electric Line

Boundary of
Operations Site 4

33.087218, -97.451312

33.087203, -97.449999



Operations Site 5

Pioneer Estates/P.K. Troxell

33.089348 -97.448039

33.089351 -97.446602

Boundary of
Operations Site 5

33.088174 -97.448036

33.088204 -97.446581

PATRICK

Buried Electric Line



Google Earth

© 2018 Google

300 ft

Operations Site 6

Pioneer Estates/P.K. Troxell

Buried Electric

33.092231, -97.448337

33.092207, -97.446854

33.090936, -97.448343

33.090935, -97.446860



300 ft

Google Earth

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City Council Agenda May 4, 2020

Agenda Item: 7F

Minute Resolution

(Action Item)

Agenda Description:

Discuss, consider and take action to approve an agreement with SAFEbuilt of Loveland, CO to perform the building inspection services and authorize the interim city administrator to sign the agreement.

Background Information:

The current building inspector for the City is planning to retire from his current fulltime position with the City of Lewisville in November of 2020. With Fairview Meadows starting to build houses and Constellation Lakes coming online within the next year, the City needs to add capacity in regards to building inspections.

Staff prepared and sent out a Request for Proposals to companies that specialize in building inspections in the DFW. The RFP was sent to four firms. Three proposals were received by the April 22 deadline. The companies submitting proposals include:

Bureau Veritas
Safe Built
Metrocode

Proposals were evaluated based on the following criteria:

1. Qualifications (25%)
2. Experience (25%)
3. References (15%)
4. Capabilities (15%)
5. Proposed Working Relationship (10%)
6. Cost (10%)

The building inspector and interim city administrator have evaluated and recommend SAFEbuilt. The average scores are presented below.

Building Inspection Proposal Evaluation

	Qualifications 25%	Experience 25%	References 15%	Capabilities 15%	Proposed Working Relationship 10%	Cost 10%	Total Score 100%
SAFEBuilt	5 1.25	5 1.25	5 0.75	5 0.75	5 0.5	5 0.5	5
Bureau Veritas	5 1.25	5 1.25	4 0.6	4 0.6	4 0.4	3 0.3	4.4
Metrocode	5 1.25	5 1.25	3 0.45	4 0.6	3 0.3	3 0.3	4.15

Financial Information:

Funds for building inspection services come from building permit and plan review fees. Funds are budgeted in the Public Works budget. SAFEbuilt's rate for single-family plan review and inspections will be 55% of the permit application fee.

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Approve the agreement and authorize the interim city administrator to sign the agreement.

Attachments:

Agreement for building inspection services.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF NEW FAIRVIEW, TEXAS
AND SAFEbuilt TEXAS, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of New Fairview, Texas, ("Municipality") and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, Agreement shall automatically renew for twelve (12) month terms, unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION,

DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in

such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to

perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Alan Guard interim City Administrator City of New Fairview 999 Illinois Lane New Fairview, Texas 76078	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended.

29. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Texas and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

30. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Thomas P. Wilkas, CFO
SAFEbuilt Texas, LLC

Date

Signature
City of New Fairview, Texas

Date

Name and Title
City of New Fairview, Texas

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer’s experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

3. TIME OF PERFORMANCE

- ✓ Perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Inspectors will be dispatched on an as-requested basis
- ✓ Consultants representative(s) will be available by cell phone and email

Deliverables			
INSPECTION SERVICES	Inspections requested before 4:00 p.m. completed the following business day		
TWO HOUR INSPECTION WINDOW	Permit holder may request a phone call the morning of the inspection with a two (2) hour ETA inspection time		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type:	First Comments	Second Comments
	<ul style="list-style-type: none"> ✓ Single-family within ✓ Tenant Improvements ✓ Multi-family within ✓ Commercial/Industrial ✓ Large commercial within 	<ul style="list-style-type: none"> 5 business days 5 business days 10 business days 10 business days 15 business days 	<ul style="list-style-type: none"> 5 business days or less 5 business days or less 5 business days or less 5 business days or less 5 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- ✓ Municipality will periodically review its Municipal Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing Services
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Commercial and Multi-Family Construction Plan Review	
Project Valuation	Fee
\$1.00 to \$10,000	\$40.00
\$10,001 to \$25,000	\$61.63 for the first \$10,000 plus \$4.76 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$133.03 for the first \$25,000 plus \$3.43 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$218.88 for the first \$50,000 plus \$2.38 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$337.88 for the first \$100,000 plus \$1.90 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,099.46 for the first \$500,000 plus \$1.62 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$1,906.98 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or fraction thereof
Commercial and Multi-Family Construction Inspection	
Project Valuation	Fee
\$1.00 to \$10,000	\$70.00
\$10,001 to \$25,000	\$99.67 for the first \$10,000 plus \$7.70 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$354.06 for the first \$50,000 plus \$3.85 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$546.56 for the first \$100,000 plus \$3.03 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,778.56 for the first \$500,000 plus \$2.61 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,084.81 for the first \$1,000,000 plus \$1.73 for each additional \$1,000; or fraction thereof
One and Two Family Construction Plan Review and Construction Inspection	
55% of Municipality permit application fee	

EXHIBIT C – MUNICIPAL SPECIFIED OR PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

(Balance of page left intentionally blank)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	CONTACT NAME: PHONE (A/C No. Ext): 312-856-9400 FAX (A/C No): 312-856-9425 E-MAIL ADDRESS: rdelich@rbninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 3755 Precision Drive, Ste 140 Loveland CO 80538	INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: Hartford Casualty Insurance Co	29424
	INSURER C: Navigators Insurance Company	42307
	INSURER D: Twin City Fire Insurance Co.	29459
	INSURER E: Great American E&S Ins. Co.	37532
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 232152292 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	83UENZV3951	10/3/2019	10/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		83UENPY9100	10/3/2019	10/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CH19EXC885600IV	10/3/2019	10/3/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	83WECE0623	5/12/2019	5/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability		TER285-99-95	10/3/2019	10/3/2020	Each Claim/Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of New Fairview, its officers, employees and consultants are additional insured as respects the General Liability as required by written contract.

CERTIFICATE HOLDER City of New Fairview 999 Illinois Street Rhome TX 76078	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY RBN Insurance Services		NAMED INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 3755 Precision Drive, Ste 140 Loveland, CO 80538	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insureds (continued):

- SAFEbuilt Arizona, LLC
- SAFEbuilt Carolinas, LLC
- SAFEbuilt Colorado, LLC
- SAFEbuilt Florida, LLC
- SAFEbuilt Georgia, LLC
- SAFEbuilt Illinois, LLC
- SAFEbuilt Louisiana, LLC
- SAFEbuilt New Mexico, LLC
- SAFEbuilt Ohio, LLC
- SAFEbuilt Oregon, LLC
- SAFEbuilt Texas, LLC
- SAFEbuilt Michigan, LLC
- SAFEbuilt Washington, LLC
- SAFEbuilt Wisconsin, LLC
- LSL Planning, LLC
- Meritage Systems, Inc.

If required by a written contract, the following forms apply on a blanket basis.

General Liability:

Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:

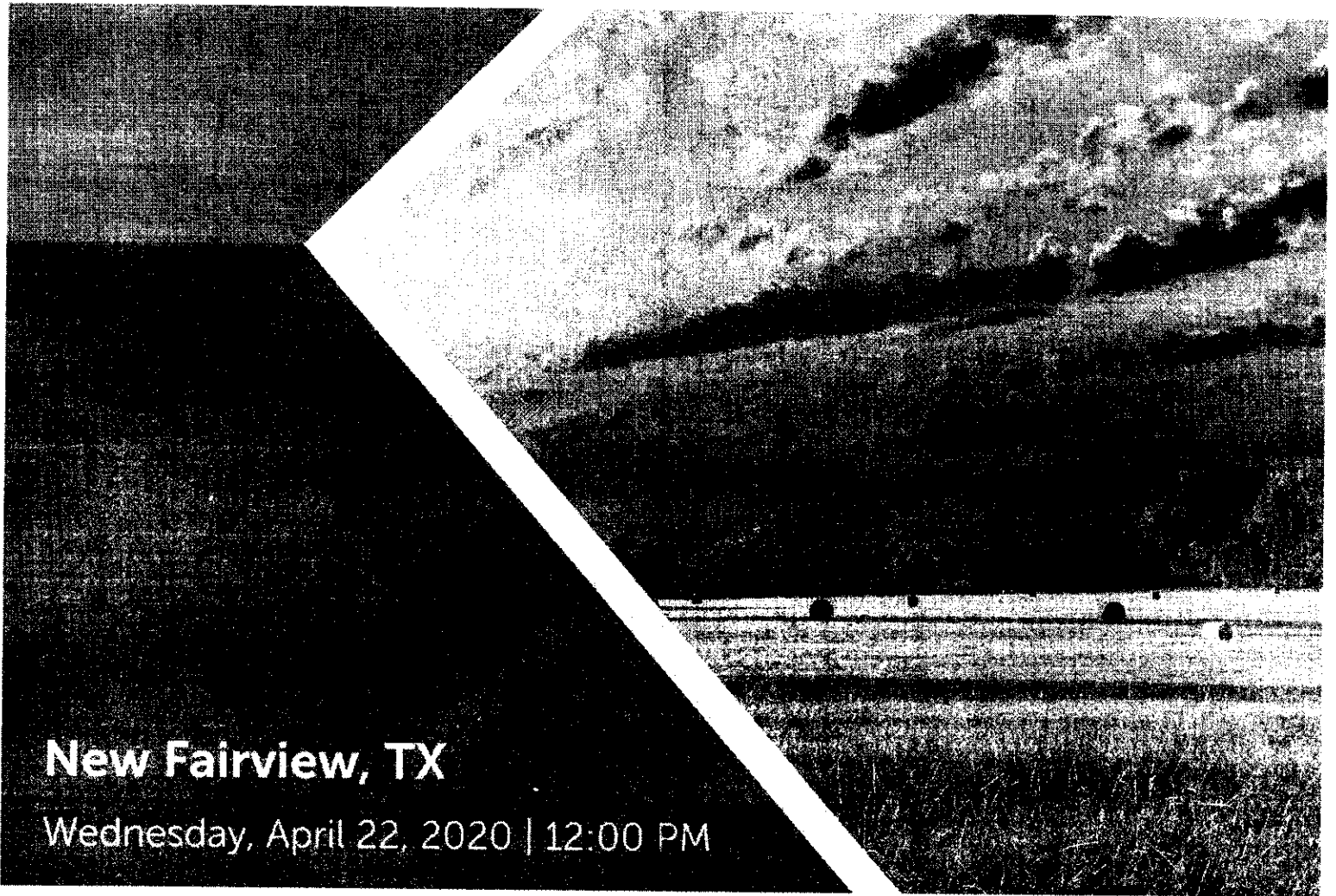
WC 00 03 13 Waiver Of Our Right to Recover from Others



REQUEST FOR QUALIFICATIONS

PROPOSALS—RFQ/RFP 2020-01—
FOR BUILDING INSPECTIONS AND PLAN REVIEW

COPY



New Fairview, TX

Wednesday, April 22, 2020 | 12:00 PM

Lee Swain

Business Development

214.471.7675

lswain@safebuilt.com

April 20, 2020

Monica Rodriguez, City Secretary
City of New Fairview
999 Illinois Ln
New Fairview, Texas 76078

RE: Request for Qualifications/Request for Proposals—RFQ/RFP 2020-01—for Building Inspections and Plan Review
Due: Wednesday, April 22, 2020 by noon

Dear Ms. Rodriguez,

Please accept SAFEbuilt Texas, LLC's (SAFEbuilt) response to the City of New Fairview's (hereinafter referred to as the City) Request for Qualifications/Request for Proposals for Building Inspections and Plan Review services. We are uniquely qualified to provide as-needed plan review and building inspection services for the "City with a view."

As a Texas statewide and national Community Development services provider, SAFEbuilt delivers outstanding solutions across the United States. We ensure the highest levels of service, professionalism and responsiveness in the industry. Our teams support and improve comprehensive building department services from every operational line of business, from Building Official services to code enforcement and permit technician services.

Utilizing our proven best practices, skilled personnel, innovative technology and well-established quality control approach, the City can be assured that SAFEbuilt delivers plan review and inspection services to meet the unique demands your community needs and deserves.

Our team stands by ready to rapidly respond to your needs by utilizing our statewide team of personnel, effective project management and executive oversight that lends an invaluable depth and breadth of knowledge and resources. We are committed to provide the highest quality services and most enhanced value not only through our vast experience, but also through our dedication to client satisfaction and our efforts in establishing partnerships with the communities we serve.

We are excited for the opportunity to partner with the City. If you have any questions about our proposal, please contact Lee Swain, Business Development, at 214.471.7675 or lswain@safebuilt.com.

Best Regards,



Matt Royer | Chief Commercial Officer
SAFEbuilt



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TAB 1
1. Qualifications

SECTION 01100 - CONSTRUCTION

SAFEbuilt[✓]

1. Qualifications

In November 1992, SAFEbuilt began providing exceptional Community Development services to local governments. Today, we are a national leader performing value-added professional, technical and consulting services in 29 states and the District of Columbia for the efficient delivery of third-party solutions.

While we started by simply providing construction inspections and plan review for several communities in Northern Colorado, our areas of service have expanded over the past 28 years to include:

- Full Service and Supplemental Building Department Operations
- Residential, Commercial and Industrial Plan Review
- Building, Mechanical, Electrical, and Plumbing Inspection
- Fire Plan Review
- Code Enforcement
- Permit Technician
- Certified Building Official
- Community Development Automation Software
- Expedited Plan Review, Inspections, and Engineering for Special Projects
- Housing Authority Inspections
- Planning and Zoning Services
- Disaster Recovery
- Arborist and Landscape Design

Over the decades, our capacity has grown to more than 1,500 full-time employees, providing flexibility and economy of scale to nearly 1,600 communities like yours.

We have extensive experience working with communities of similar size, with similar needs. Although the City has its own distinct characteristics and needs, our work in Fort Worth, Keller and Allen has prepared us well to work with you. In total, we have 39 contracts with municipalities in Texas and provide the services requested in the City's Scope. With our far-reaching presence in the state, you can be confident that we have the ability to perform services for your City.

All proposed staff are current on all certifications and are fully compliant with continuing education requirements. In addition, our team is well-versed in understanding and working in compliance to the following:

- 2009 International Building Code
- 2009 International Residential Code
- 2009 International Fire Code
- 2009 International Plumbing Code
- 2009 International Mechanical Code
- 2009 International Fuel Gas Code
- 2009 International Energy Conservation Code
- 2009 International Property Maintenance Code
- 2008 National Electric Code

A NUMBER OF YEARS IN BUSINESS

SAFEbuilt has been in business for over 28 years.

IS REPUTED

With SAFEbuilt's exceptional reputation, our team is ideally suited to meet New Fairview's goals and objectives. Nearly all proposed personnel have more than 20 years of experience. All staff are highly skilled and adept in their chosen disciplines.

Please see the resumes of our proposed staff immediately following this page.

LEE SWAIN
Client Liaison/
Building Inspector

Lee began his career in Building Department services in 1997. Since then, he worked in building inspection and code enforcement before moving on to become Inspection Services Manager/Business Development Manager. He joined the SAFEbuilt team in 2018.

LICENSES AND CERTIFICATIONS

Texas State Licensed Plumbing Inspector
Texas State Medical Gas Endorsement
Texas State MRFPS Endorsement
Texas State Licensed Residential Wireman Electrician
Texas State Licensed Code Enforcement Officer
ICC Residential Combination Inspector
ICC Residential Electrical Inspector
ICC Residential Plumbing Inspector
ICC Residential Mechanical Inspector
ICC Residential Building Inspector
ICC Residential Energy Inspector/Plans Examiner
ICC Commercial Combination Inspector
ICC Commercial Mechanical Inspector
ICC Commercial Plumbing Inspector
ICC Commercial Building Inspector
ICC Commercial Energy Inspector
ICC Commercial Electrical Inspector
ICC Plumbing Plans Examiner
TREC Licensed Residential Inspector
Certified Vocational Instructor

WORK EXPERIENCE

- **Client Liaison/Building Inspector**, SAFEbuilt, LLC | 2018 to Present
- **Inspection Services Manager, Business Development Manager**, Bureau Veritas | 2004 to 2018
- **Code Enforcement Officer**, City of Anna (Part-time) | 2003 to 2010
- **Building Inspector**, City of Anna | 2003 to 2004
- **Building Inspector**, City of Carrollton | 2003 to 2004
- **Building Inspector**, City of Frisco | 1999 to 2003
- **Home Inspector**, Home Tech Residential Inspections | 1997 to 1999
- **Police Officer**, Fayetteville Police Department | 1993 to 1997
- **Detention Deputy**, Wake County Sheriff's Department | 1991 to 1993
- **Marine**, United States Marine Corps | 1986 to 1991

**MIKE
DOUGHTY,
CBO, MCP**
**Inspector/
Plans Examiner**

ICC CERTIFICATIONS

Accessibility Inspector / Plans Examiner
Building Code Official
Building Inspector
Building Inspector UBC
Building Plans Examiner
Building Plans Examiner UBC
Certified Building Official
Combination Dwelling Inspector-Uniform Codes
Combination Inspector
Combination Inspector-Uniform Codes
Commercial Building Inspector
Commercial Combination Inspector
Property Maintenance & Housing Inspector
Residential Building Inspector
Residential Electrical Inspector
Residential Combination Inspector
Residential Energy Inspector / Plans Examiner
Residential Mechanical Inspector
Commercial Electrical Inspector
Commercial Energy Inspector
Commercial Mechanical Inspector
Commercial Plumbing Inspector
Electrical Inspector
Housing Code Official
Residential Plumbing Inspector
Master Code Professional
Mechanical Code Official
Mechanical Inspector
Mechanical Inspector UBC
Mechanical Plans Examiner
Plumbing Code Official
Plumbing Inspector
Plumbing Inspector UPC
Plumbing Plans Examiner

Mike brings 28 years of experience in the building and construction industry. Several major projects he has performed inspections on include: City of Springtown New Water and Sewer Treatment Plants and all new water and sewer line replacement project since 2010, Harris Methodist Hospital, Harris Methodist Southwest Hospital in Fort Worth, Baylor Medical Center, Regency Hospital, Graham Regional Hospital, Bridgeport Medical Hospital, Saginaw High School, Graham High School, Walnut Creek Baptist Church, Lake Worth Villa Apartments, and Bridgeport La Quinta. He has extensive residential inspection experience. He is a current member of the International Code Council and has attained the highest accreditation the council gives, the Master Code Professional certification.

STATE OF TEXAS LICENSES

State Plumbing Inspector
Texas Commission on Environmental Quality OSSF-Designated Representative

WORK EXPERIENCE

- **Inspector/Plans Examiner, SAFEbuilt, LLC**
- **Building Inspector, Bureau Veritas**
- **Building Inspector, City of Granbury**
- **Public Works Utility Supervisor/Inspector, City of Keller**

PROFESSIONAL ACTIVITIES

International Code Council-Member

KEVIN DAVIS

Inspector

ICC CERTIFICATIONS

Building Inspector
Commercial Energy Inspector
Electrical Inspector
Plumbing Inspector
Mechanical Inspector
Residential Building Inspector / Plans
Examiner
Residential Combination Inspector
Residential Energy Inspector / Plans
Examiner
Residential Electrical Inspector
Residential Plumbing Inspector
Residential Mechanical Inspector

Kevin has 14 years of experience in the building and construction industry. Several major projects he has performed inspections on include City of Rhome New Water Treatment Plant, Medtronic's, Pharmchem, Barrington and Amesbury Court Apartments, Quick Trip, RaceTrac, Hoffbrau Steak House, and Sea Turtle Car Wash in Haltom City. Prior to working with Countywide Inspection Services Kevin was a building inspector for Bureau Veritas, City of Haltom City, and for the City of Fort Worth.

STATE OF TEXAS LICENSES

State Plumbing Inspector
Texas Commission on Environmental Quality OSSF Designated Representative

WORK EXPERIENCE

- **Inspector**, SAFEbuilt, LLC
- **Building Inspector**, Bureau Veritas
- **Chief Building Inspector**, City of Haltom City
- **Residential Building Inspector**, City of Fort Worth

PROFESSIONAL ACTIVITIES

International Code Council-Member

DAREN WILLIAMS

Inspector

ICC CERTIFICATIONS

Building Inspector
Certified Building Official
Combination Inspector
Commercial Energy Inspector
Electrical Inspector
Plumbing Inspector
Mechanical Inspector
Residential Energy Inspector / Plans
Examiner
Residential Electrical Inspector
Residential Plumbing Inspector
Residential Mechanical Inspector

Darren has 25 years of experience in the building and construction industry. Several major projects he has performed inspections on include M&H Foods, Sams Wholesale, Wal-Mart, Five Star Ford, and North Hills Mail Expansion. Prior to working with Countywide Inspection Services Darren was a building inspector for North Richland Hills for 18 years.

STATE OF TEXAS LICENSES

State Plumbing Inspector

WORK EXPERIENCE

- **Inspector**, SAFEbuilt, LLC
- **Chief Building Inspector**, City of North Richland Hills

PROFESSIONAL ACTIVITIES

International Code Council-Member

MANNY VILLARREAL

CBO/MCP Inspector

ICC CERTIFICATIONS

Accessibility Inspector / Plans Examiner | Building Code
Official | Building Inspector | Building Inspector UBC |
Building Plans Examiner | Building Plans Examiner UBC
| Certified Building Official | Combination Dwelling
Inspector-Uniform Codes | Combination Inspector |
Combination Inspector-Uniform Codes | Commercial
Building Inspector | Commercial Combination Inspector |
Property Maintenance & Housing Inspector | Residential
Building Inspector | Residential Electrical Inspector |
Residential Combination Inspector | Residential Energy
Inspector / Plans Examiner | Residential Mechanical
Inspector | Commercial Electrical Inspector | Commercial
Mechanical Inspector | Commercial Plumbing Inspector |
Electrical Inspector | Housing Code Official | Residential
Plumbing Inspector | Master Code Professional |
Mechanical Inspector | Mechanical Inspector UBC |
Mechanical Plans Examiner | Plumbing Code Official |
Plumbing Inspector | Plumbing Inspector UPC |
Plumbing Plans Inspector

Manny offers 14 years of experience in the building and construction industry. Several major projects he has performed inspections on include: Communication verbally and in writing with all parties involved with DFW International Airport, Cowboy Stadium, and Freedom Crossing at Fort Bliss. He has extensive residential inspection experience. He reviews construction documents to ensure that such documents comply with adopted ordinances and meet the intent of the National Building Codes. He is a current member of the International Code Council and has attained the highest accreditation the council gives, the Master Code Professional certification.

STATE OF TEXAS LICENSES

Master Electrician
State Plumbing Inspector

WORK EXPERIENCE

- **Inspector**, SAFEbuilt, LLC
- **Building Inspector**, Bureau Veritas
- **DFW Airport Instructor**

PROFESSIONAL ACTIVITIES

International Code Council-Member
TML



TAB 2
**2. Experience Providing
Similar Services**

WWW.SAFEBUILT.COM

SAFEbuilt ✓

2. Experience Providing Similar Services

Our Texas team has successfully established customized programs that enhance the valuable relationships within the development communities we serve. Below are directly relevant and current projects demonstrating our experience.

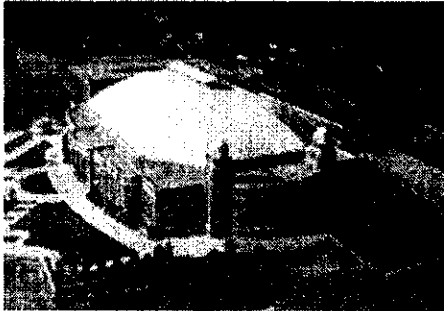


PROJECT:
Amazon Fulfillment Center

SCOPE:
1,392,871 ft² finish out for warehouse and distribution facility

VALUE:
\$26,772,301

SERVICES:
Plan review, permit expediting, and inspection

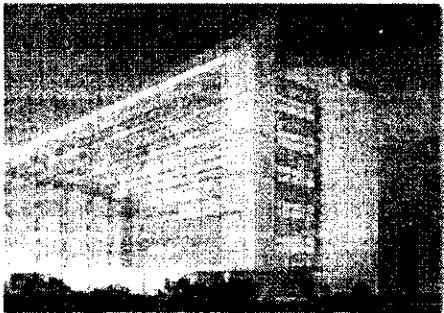


PROJECT:
Fort Worth Multipurpose Arena and Parking Garage

SCOPE:
New 929,029 ft² arena and 803,585 ft² parking garage

VALUE:
\$422,855,390

SERVICES:
Design development consulting, plan review, permit expediting and inspections

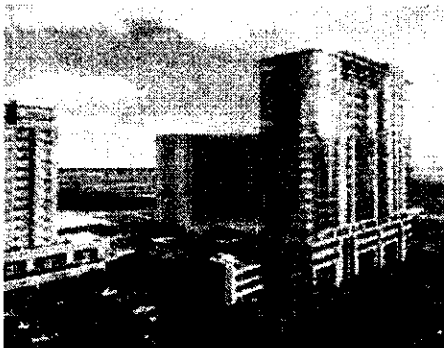


PROJECT:
Huguley Hospital Tower Addition

SCOPE:
New 252,852 ft² high-rise tower core & shell with finish outs

VALUE:
\$70,533,000

SERVICES:
Plan review, permit expediting, and inspections



PROJECT:
Trinity Terrace Tower Addition and Parking Garage Expansion

SCOPE:
New 292,779 ft² 22 story residential tower with 117,517 ft² parking garage remodel and expansion

VALUE:
\$46,100,000

SERVICES:
Plan review, permit expediting, and inspections



PROJECT:
The Shops at Clearfork

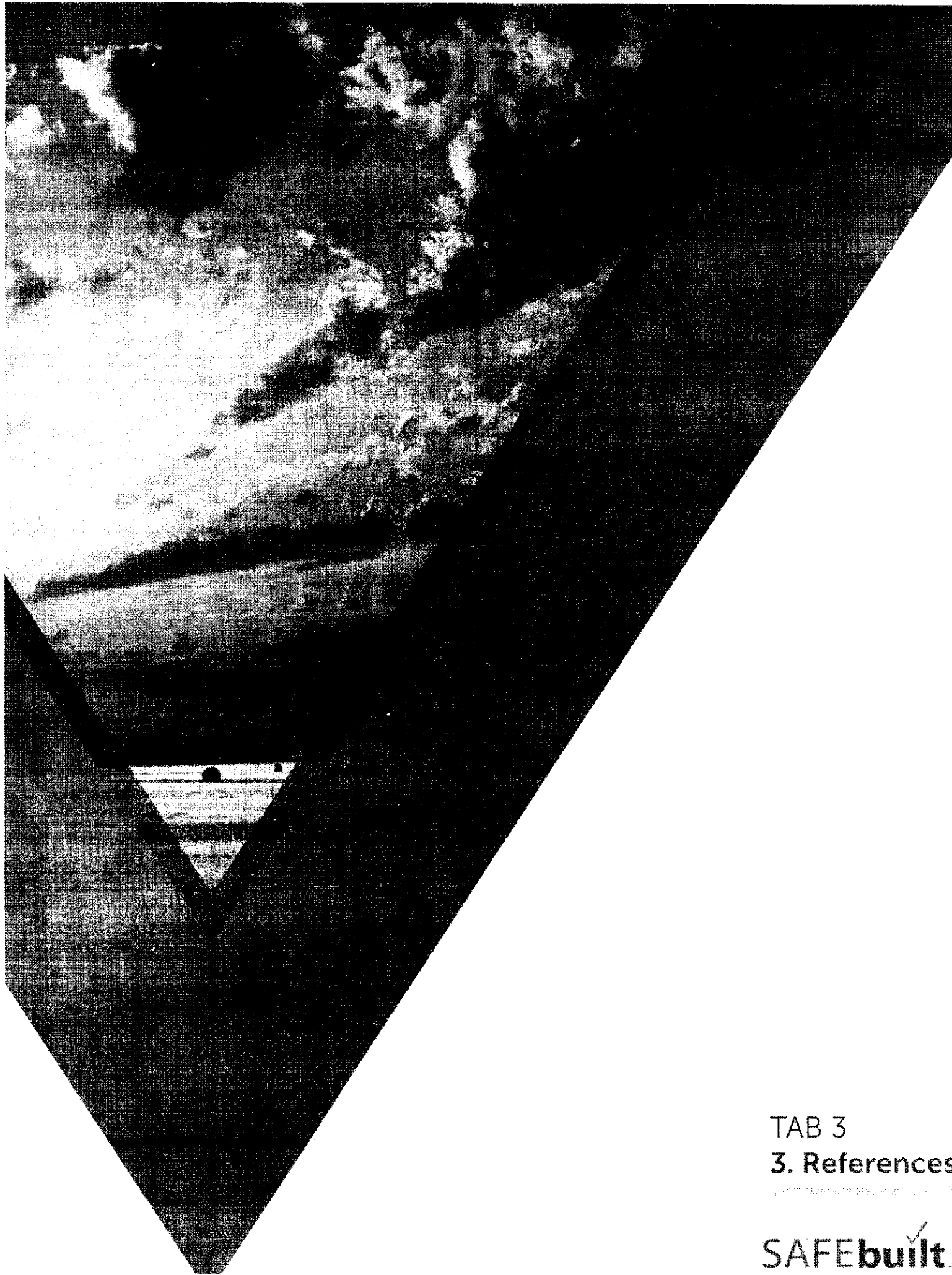
SCOPE:
New 1,214,707 ft² mixed use development with retail, office, and parking garages

VALUE:
\$135,000,000

SERVICES:
Plan review, permit expediting, and inspections

AVOID SUB-CONSULTANTS

SAFEbuilt will not utilize sub-consultants for this contract opportunity.



TAB 3
3. References

1. 2000 INTERNATIONAL BUILDING CODE

SAFEbuilt[✓]

3. References

Below are references from recent and directly relevant projects demonstrating our experience, including completion of services on-time and within budget.

CITY OF MCGREGOR

Michael Olson, Director of Development Services
254.840.2806
molson@mcgregor-texas.com

302 South Madison Avenue
McGregor, TX 76657

Commercial plan review

December 2017 – Present

CITY OF WOLFFORTH

Darrell G. Newsome, City Manager
806.855.4120
dnewsom@wolfforthtx.us

302 Main Street
Wolfforth, TX 79382

Full-service building department plan review
and inspections

January 2019 – Present

CITY OF COPPELL

Suzanne Arnold, Building Official
972.304.3500
sarnold@coppelltx.gov

265 E Parkway Blvd
Coppell, TX 75019

Supplemental commercial
plan review services

August 2019 – Present

TOWN OF NORTHLAKE

Drew Corn, Director of Development Services
940.242.5703
dcorn@townofnorthlake.tx.us

1500 Common Circle, Suite 300
Northlake, TX 76226

Building plan review
and inspections

March 2015 – Present

CITY OF KELLER

Randell Payne, Building Official
817.743.4115
rpayne@cityofkellertx.us

1100 Bear Creek Parkway
Keller, TX 76248

Building plan review and inspections

May 2016 – Present

CITY OF LEWISVILLE

Jeremy Booker, Building Official
972.219.3781
jbooker@cityoflewisville.com

151 W Church Street
Lewisville, TX 75029-9002

Supplemental inspection services,
residential and commercial

December 2019 – Present

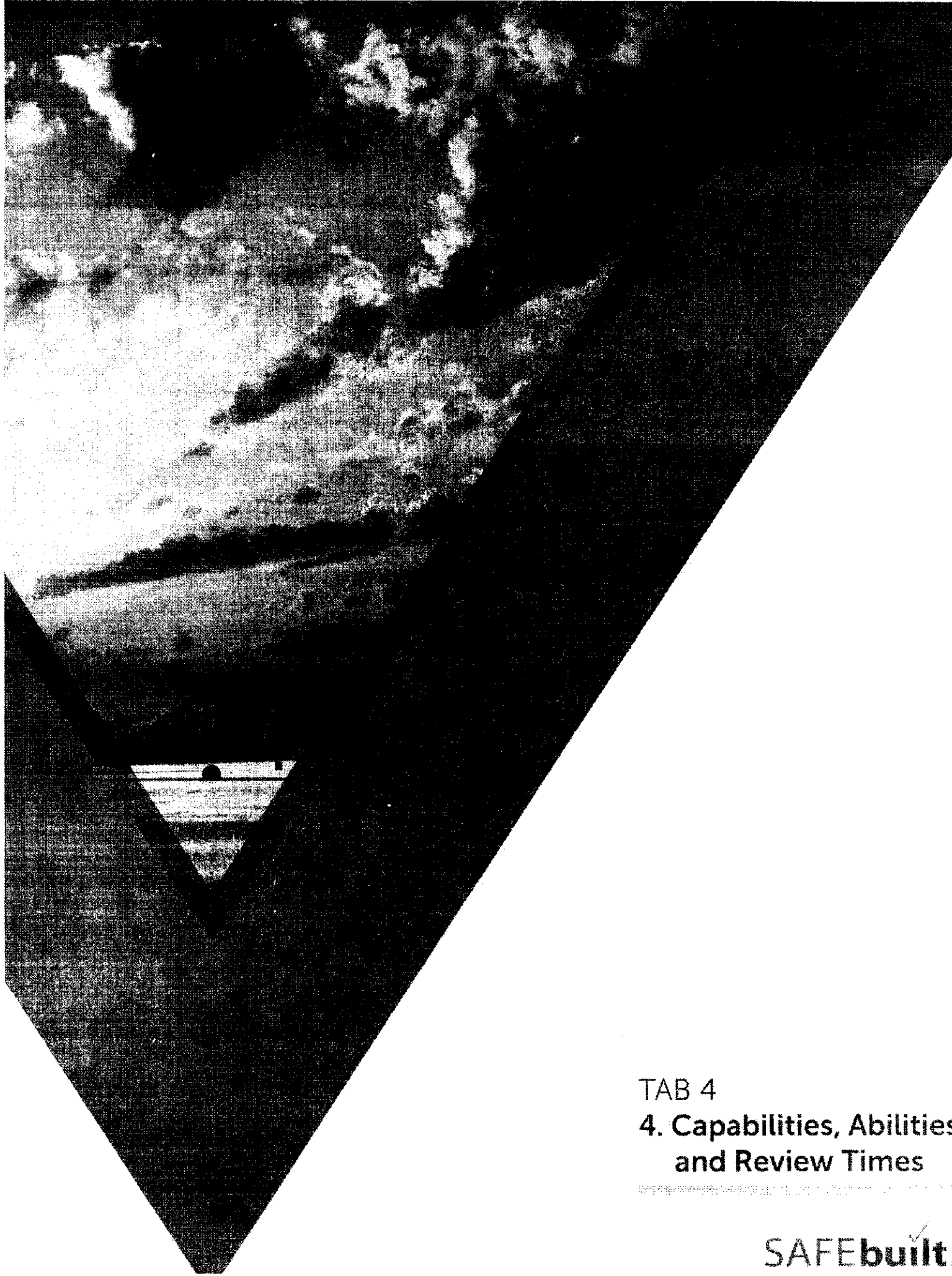
TOWN OF ARGYLE

David Hawkins, Director of Community Development
940.464.7273
dhawkins@argyletx.com

308 Denton Street
Argyle, TX 76226

Full building department services—
plan review and inspections

November 2019 – Present



TAB 4

**4. Capabilities, Abilities
and Review Times**

www.safesystems.com

SAFEbuilt[✓]

4. Capabilities, Abilities and Review Times

SAFEbuilt commits to perform the zoning and subdivision coded reviews. We have reviewed the Scope and are qualified and experienced in providing services compliant to:

- All applicable building code provisions
- All applicable state and federal laws

Our team will also be available to meet at City Hall for development review committee meetings and pre-construction meetings. **As an added value to the City, we are prepared to help with City with updating and code adoption at no extra charge.**

TURNAROUND TIMES

Our team familiarizes themselves with the City's requirements before beginning services. We ensure the development of consistent timeframes and a format that meets your needs. The City can expect the following turnaround times for inspections and plan reviews:

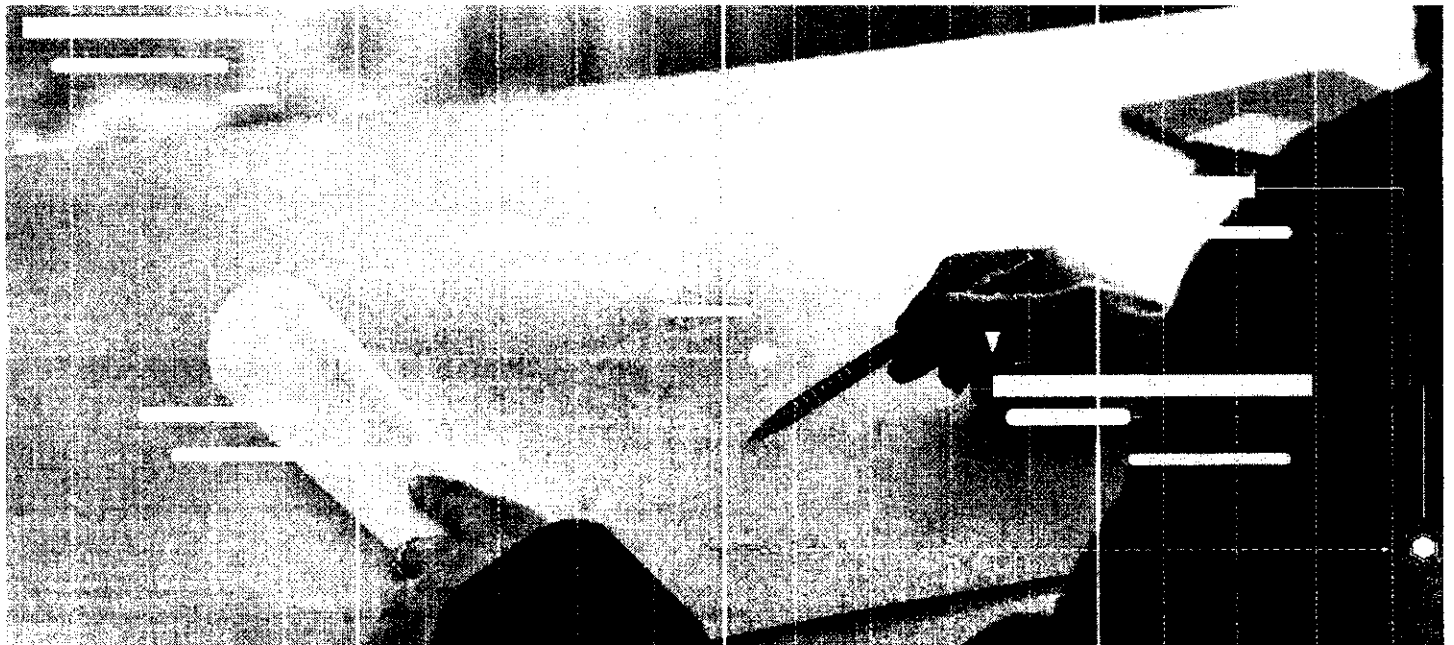
Inspections

We offer next-day inspections for requests received by 4:00 PM the previous day. Homeowners who pull a permit may call to schedule an appointment window of two hours in order to minimize their wait time at home. SAFEbuilt uses a GPS routing program, ensuring that inspections are conducted efficiently and within the allotted time.

Plan Review

The following table outlines SAFEbuilt's proposed plan review turnaround times for New Fairview.

Plan Check Turnaround Times		
Type of Project	Initial Check	Recheck
Single Family Dwelling	5 working days or less	5 working days or less
Tenant Improvements	5 working days or less	5 working days or less
Apartments	10 working days or less	5 working days or less
Commercial/Industrial	10 working days or less	5 working days or less
Large Commercial – over \$15M	15 working days or less	5 working days or less





TAB 5

5. Working Relationship With City

SAFEbuilt[✓]

5. Working Relationship with City

One of the keys to efficient and successful flow of information is clear, effective communication. It is important that everyone involved on a contract is aware of changes, progress and challenges. We commit to work with you to determine the best ways to communicate the right information to the right people at the right time.

A. TIMELY RESPONSE TO CITY STAFF

Our priority is to ensure the best possible experience working with our team—with minimum impact on the City and its citizens. Our main point of contact will be available to discuss the contract, schedules and concerns. We will provide regular interface to keep City staff aware of progress and any suggested changes moving forward. Should the City desire our presence during meetings, our team will be available. Meetings provide the chance to offer feedback and determine other efforts to make certain the right information is getting to the right people.

B. MUTUALIZED RELATIONSHIP WITH CITY

Partnership and cooperation are also key. By partnering with New Fairview staff, we can better understand and meet your unique needs. Once the partnership is established, our aim is to serve as a seamless extension of City staff. We treat everyone with respect, whether City staff, applicants or community members. It is one of SAFEbuilt's core values, as shown below.



SERVICE

We always provide unequalled service levels to our customers, external and international.



IMPROVEMENT

We strive to continuously improve and understand how we can do better tomorrow.



RESPECT

We are respectful in the way we interact with everyone.



INTEGRITY

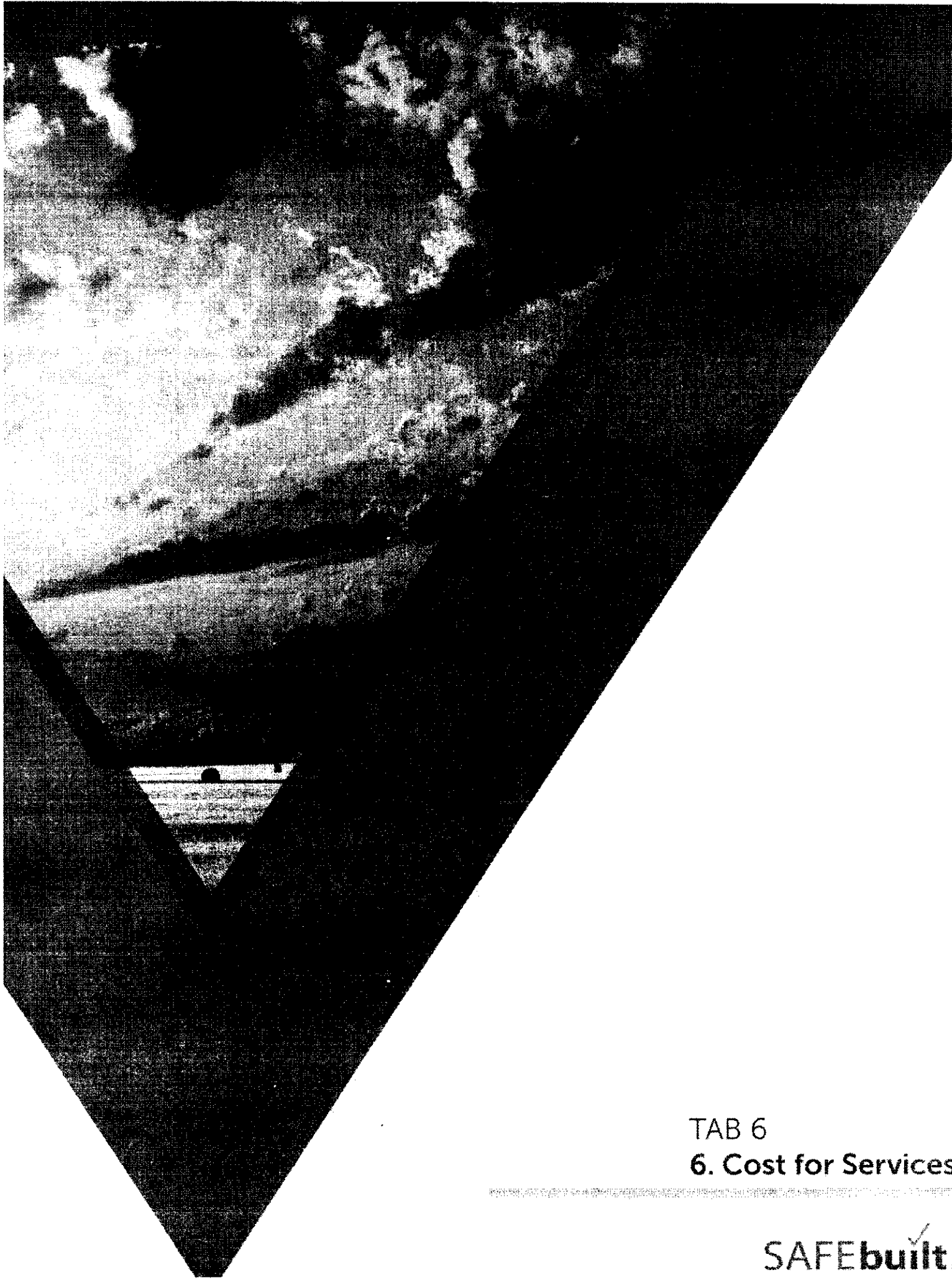
We choose to do the right thing every time.



TEAMWORK

We have an environment where everyone is able to contribute ideas. We encourage and reward creativity and initiative.





TAB 6
6. Cost for Services

SECTION 06000 - PAINTS AND COATINGS

SAFEbuilt.

6. Cost for Services

SAFEbuilt's pricing is tailored to each municipal contract. We work with communities to establish reasonable rates for the services we provide. Our fees are all-inclusive of overhead, materials and equipment.

Our proposed fees are comparable to rates we offer other governmental entities for similar work. We have developed our pricing strategy to ensure we retain optimal talent to service New Fairview, which takes careful consideration of cost without compromising quality. Our compensation approach was developed by comparing salaries for similar positions in the local area and referencing our market-based salary study.

A. PROPOSED BILLING RATE

Commercial and Multi-Family Construction Plan Review

Project Valuation	Fee
\$1.00 to \$10,000	\$40.00
\$10,001 to \$25,000	\$61.63 for the first \$10,000 plus \$4.76 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$133.03 for the first \$25,000 plus \$3.43 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$218.88 for the first \$50,000 plus \$2.38 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$337.88 for the first \$100,000 plus \$1.90 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,099.46 for the first \$500,000 plus \$1.62 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$1,906.98 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or fraction thereof

Commercial and Multi-Family Constructions

Project Valuation	Fee
\$1.00 to \$10,000	\$70.00
\$10,001 to \$25,000	\$99.67 for the first \$10,000 plus \$7.70 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$354.06 for the first \$50,000 plus \$3.85 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$546.56 for the first \$100,000 plus \$3.03 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,778.56 for the first \$500,000 plus \$2.61 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,084.81 for the first \$1,000,000 plus \$1.73 for each additional \$1,000; or fraction thereof

One-and-two family plan review and inspections will be billed at 55% of the City's permit application fee.

WILLIAM C. SPORE, P.C.

Certified Public Accountants

200 N. Rufe Snow Dr., Ste 116

Keller, TX 76248

817-421-6619

Honorable Mayor and City Council

City of New Fairview

I am pleased to confirm my understanding of the services I am to provide the City of New Fairview for the years ended September 30, 2015-2019. I will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the entity's basic financial statements, of the City of New Fairview as of and for the years ended September 30, 2015-2019. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI) to accompany the City of New Fairview's basic financial statements. As part of my engagement I will apply certain limited procedures to the City of New Fairview's RSI's. These procedures will consist primarily of inquiries of management regarding methods of measurement and presentation, which management is responsible for affirming in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule
- 3) Changes in Net Pension Liability and Related Ratios
- 4) Pension Contributions
- 5) Changes in OPEB Liability

Audit Objectives

The objective of my audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. My audit will be conducted in accordance with generally accepted auditing standards established by the Auditing Standards Board (United States) and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of New Fairview and other procedures I consider necessary to enable us to express such an opinion. If my opinion on the financial statements is other than unqualified, I will fully discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed an opinion, I may decline to express an opinion or to issue a report as a result of this engagement.

I will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. This report will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and are not intended to be and should not be used by anyone other than these specified parties. If during my audit I become aware that the City of New Fairview is subject to an audit requirement that is not encompassed in the terms of this engagement, I will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Governmental Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services I provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the remaining aggregate fund information of the City of New Fairview and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that I may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform you of any material errors that come to my attention, and I will inform you of any fraudulent financial reporting or misappropriation of assets that comes to my attention. I will also inform you of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as

auditors are limited to the period covered by my audit and does not extend to matters that might arise during any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

My audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Governmental Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, we will perform tests of the City of New Fairview's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Governmental Auditing Standards*.

Audit Administration, Fees, and Other

I understand that your employees will prepare all cash or other confirmations I request and will locate any documents selected by us for testing.

I will provide copies of the reports to the City of New Fairview; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of William C. Spore, PC and constitutes confidential information. However, pursuant to authority given by law or regulation, I may be requested to make certain audit documentation available to Cognizant or Grantor agencies, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of William C. Spore, PC personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by Cognizant or Grantor agencies. If I become aware that a federal awarding agency or auditee is contesting an audit finding, I will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses, will not exceed \$15,000 (\$3,000 for each year being audited). A down payment of \$3,000 will be required prior to starting the audit and a final invoice will be submitted upon completion of the audit and delivery of the final reports. In accordance with my firm policies, work may be suspended if your account becomes 30 days

or more overdue and may not be resumed until your account is paid in full. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs. *Government Auditing Standards* require that I provide you with a copy of my most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. My 2018 peer review report accompanies this letter.

I appreciate the opportunity to be of service to City of New Fairview and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let us know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

WILLIAM C. SPDRE

April 28, 2020

This letter correctly sets forth the understanding of the City of New Fairview:

Signature _____

Title _____

Date _____



MWH GROUP
CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS

Report on the Firm's System of Quality Control

April 10, 2019

To the Owner
William C. Spore, P.C.
and the Texas Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of William C. Spore, P.C. (the firm) in effect for the year ended May 31, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitation of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included Engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act. As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of William C. Spore, P.C., in effect for the year ended May 31, 2018, has been suitable designed or complied with to provide the firm with reasonable assurance of performing the reporting in conformity with applicable standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. William C. Spore, P.C. has received a peer review rating of *pass*.

MWH Group, P.C.

MWH Group, PC



**City of New Fairview, Texas
Resolution No. 2020-012-102**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX ADOPTING CITY A
COUNCIL PROCEDURES AND DECORUM POLICY.**

WHEREAS, the City of Fairview is an incorporated city in the State of Texas; and

WHEREAS, the City of New Fairview is a General Law city as classified by the Texas
Municipal Code; and

WHEREAS, the City desires to conduct the business of its citizens in an orderly, professional
and transparent manner; and

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

1. The City Council of New Fairview has reviewed the Policy and determines them to be acceptable; and
2. That this Resolution shall cause the Council Procedure and Decorum Policy to take effect immediately upon its approval.

PRESENTED AND PASSED on this **4th day of May**, at a meeting of the New Fairview City Council.

APPROVED:

Joe Max Wilson
Mayor

ATTESTED:

Monica Rodriguez
City Secretary



City Council Procedures and Decorum Policy

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.

Sec. 1-110. – City Council Agenda.

(a) The City Administrator is responsible for creating and processing the agenda and agenda materials for City Council meetings. The City Administrator will submit agenda materials as appropriate for review by the City Attorney. The City Secretary is responsible for preparing and posting the agenda and assembling and distributing the agenda packets.

(b) The Mayor or two Council Members may direct the City Administrator in writing to place an item on an agenda for a regular City Council meeting, special meeting, or work session for discussion only. Items must be submitted to the City Administrator no later than noon on the Monday preceding the week of the City Council meeting.

(c) The City Council, during any scheduled regular or special meeting or work session, may direct the City Administrator to place an item on a future agenda.

(d) Any two Council Members may request an item to be placed on the agenda for discussion. Should extraordinary staff time be required to address any item, the City Administrator will place the item on future Council agenda for direction and discussion and communicate the agenda change to those requesting the item.

(e) Agenda items placed on the agenda by the Mayor or members of the City Council previously considered and whereby action was taken by the City Council may not be placed on a future agenda for reconsideration within six months of such action unless either directed by a majority of the City Council to the City Administrator during any scheduled regular or special

meeting or work session, directed by the Mayor and one Council Member in writing to the City Administrator. In all cases, at least one member of the City Council who is requesting that the item be renewed on an agenda shall have been on the prevailing side of the previous vote on the item.

Sec. 1-120. – Types of Meetings.

(a) *Regular Meetings:* The City of New Fairview regular City Council meetings are held on the first Monday of each month, at such time as may be set by the City Council, unless the meeting is rescheduled or cancelled. All regular meetings of the City Council will be held in New Fairview Town Hall at 999 Illinois Lane, New Fairview, Texas or at such other location as the City Council may, by motion, resolution or ordinance, designate.

(b) *Work Session Meetings:* A work session is a meeting to discuss or explore matters of interest to the City, review and discuss agenda items, meet with City boards, commissions or committee members, City Staff or officers of civic organizations, governing bodies or individuals specifically invited to the session by the Mayor, City Administrator or the Council. These meetings are informational and no formal action shall be taken unless the posted agenda indicates otherwise. The Mayor may allow any citizen to participate in the discussion at a work session, but only as recognized by the Mayor. The Mayor may end citizen participation in a work session in order to allow the City Council to proceed with discussion.

If necessary, a work session will normally be scheduled before a regular meeting of the City Council and will be known as the "Pre-Council meeting."

(c) *Special Meetings:* Special meetings may be called by the Mayor, the City Administrator, or by any two (2) members of the City Council. The call for a special meeting shall be filed with the City Secretary in written form, and the City Secretary shall cause the posting of notice of the meeting as governed by applicable law. The Mayor, City Administrator, or two Council Members may designate a location for the special meeting other than Town Hall as long as the location is open to the public and in compliance with applicable law.

(d) *Emergency Meeting:* In case of emergency or urgent public necessity, as defined by State law and confirmed by the City Attorney when practical, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor, City Administrator or his/her designee, or two members of the City Council, and it shall be sufficient if the notice is posted at least two hours before the meeting is convened.

(e) *Closed Meeting:* The City Council may meet in a closed meeting but only under conditions allowed by applicable law. Details discussed in closed meetings shall be considered confidential and shall not be discussed or disclosed outside the meeting.

(f) *Recessed Meetings.* Any meeting of the City Council may be recessed to a later time provided that no recess shall be for a period longer than twenty-four hours from the time the meeting is recessed.

Sec. 1-130. – Quorum.

A quorum at any meeting of the City Council will be established by the presence of four members of Council. The Mayor shall count as a Council Member for the establishment of a quorum.

Sec. 1-140. – Order of Business.

The Regular City Council meeting will be generally conducted in the following order, unless otherwise specified. If the Mayor or any member of Council wishes to change the order of business, a proper motion must be made followed by a second, and then passed by the affirmative vote of a majority of the Council Members present and voting. An executive session may be held at any time during a meeting pursuant to applicable State law.

(a) *Executive Session:*

- (1) Conduct Executive Session – Items to be discussed in closed meeting under conditions allowed by applicable law. The City Council may not take final action during Executive Session. It is understood and agreed that information discussed in Executive Session is considered confidential and should remain so until the Council takes action in public on the matter. Any final action resulting from an Executive Session discussion must be taken during the open public session.

(b) *Work Session Agenda (if necessary):*

- (1) Discussion of consent items – Council review and discussion of items that are by nature routine and typically require little or no Council deliberation.
- (2) Questions regarding regular agenda items – Council review and discussion of regular agenda items. Council may ask questions of Staff, receive a brief presentation, and request additional information prior to consideration during the regular meeting.
- (3) Written or verbal presentations or discussions – Council updates and discussions regarding items, some of which may not be included as part of the regular meeting agenda.
- (4) Executive Session (if needed) - Items to be discussed in closed meeting under conditions allowed by applicable law. The City Council may not take final action during executive session. It is understood and agreed that information discussed in Executive Session is considered confidential and should remain so until the Council takes action in public on the matter. Any final action resulting from an Executive Session discussion must be taken during the open public session.

(5) Adjourn

(c) *Regular Meeting Agenda:*

- (1) Call to Order – Chair officially calls the meeting to order.
- (2) Pledge of Allegiance – Each agenda of a regularly scheduled City Council meeting shall provide an item for the recital of the “Pledge of Allegiance” to both the United States flag and the Texas flag.
- (3) Presentations – The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented to the City Council.
- (4) Public With Business – The time for the public to address the City Council on any subject. However, the City Council cannot discuss items presented under Public With Business nor take any action thereon other than consideration of the placement of said item on a future agenda as a discussion item or refer the item to Staff for research and possible future action. Each speaker will be allowed three (3) minutes to speak. Speakers are not permitted to yield their time to others but are encouraged to inform City Council if they are speaking on behalf of a larger group.
- (5) Consent agenda - Shall contain routine, non-controversial items that require City Council action but need little or no Council deliberation. An item can be removed from the consent agenda by the City Administrator, Mayor, or any two members of City Council, and will be considered after approval of the consent agenda.
- (6) Old Business – Business items pending from previous City Council meetings. Members of the public may have three minutes to address any item on this section of the meeting.
- (7) New Business – New or amended ordinances, resolutions, or policies that City Members or City Staff wish to have the City Council consider. Members of the public may have three minutes to address any item on this section of the meeting.
- (8) Discussion Items – Items to be presented or discussed with City Council in order to garner direction from City Council. No action shall be taken on discussion items. Members of the public may have three minutes to address any item on this section of the meeting.
- (9) Executive Session (if needed) – Items to be discussed in closed meeting under conditions allowed by applicable law. The City Council may not take final action during executive session. It is understood and agreed that information discussed in Executive Session is considered confidential and should remain so until the Council takes action in public on the matter. Any final action resulting from an Executive Session discussion must be taken during the open public session.
- (10) Adjourn

Sec. 1-150. – General Procedures.

(a) *General Procedure:* General rules of parliamentary procedure as defined herein, consistent with the City Charter and any applicable City ordinance, statute or other legal requirement, shall govern the proceedings of the City Council. To the extent not inconsistent with these rules, the City Council shall use Robert's Rules of Order as a general guideline for additional rules of parliamentary procedure without being a procedural requirement. Notwithstanding the above, failure to abide by, or adhere to, these rules shall not nullify or negate any action by the City Council. These rules of parliamentary procedure are intended solely as a guideline.

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

(c) *Authority of the Chair:* The Chair person shall make decisions on questions of procedure subject to review respectively by the Council as a whole.

(d) *Council Deliberations:* The Chair has the responsibility to control the discussion and the order of speakers. Council Members will generally be called upon in the order of the request to speak. Generally, a Council Member may not be recognized to speak subsequently until each Council Member has had an opportunity to obtain the floor. A Council Member holding the floor may address a question to another Council Member and that Council Member may, should they so choose, respond to the question while the floor is still held by the Council Member asking the question.

(e) *Limits to Deliberations:* After an agenda item is announced by the Chair, the City Council may discuss the item without the need for a motion on the item. Council Members will limit their comments to the subject matter or motion currently being considered.

(f) *Repetitious Comments Prohibited:* A speaker or Council Member shall not present the same or substantially the same items or arguments to the City Council repeatedly or be repetitious in presenting oral comments. A speaker or Council Member shall not present an argument on a matter previously considered by the City Council at the same session.

(g) *Obtaining the Floor:* Any member of the Council wishing to speak shall first obtain the floor by making a request for the floor to the Chair. The Chair shall recognize any Council Member who seeks the floor when appropriately entitled to do so.

(h) *Motions:* Motions may be made by any member of the Council including the Chair. Any member of the City Council may second a motion.

(i) *Procedures for Motions:* The following is the general procedure for making motions:

- (1) The item is presented by Staff or others followed by questions and discussion by Council Members.
- (2) A Council Member who wishes to make a motion shall first obtain the floor.
- (3) A Council Member who wishes to second a motion shall do so through a request to the Chair.
- (4) Before a motion can be discussed, it shall be seconded.
- (5) Once the motion has been properly made and seconded, the Chair shall open the matter for further discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the Chair.

(j) *Amendments to Motions:* When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject other than the agenda item under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. Action shall be taken on the amended amendment prior to any other action to further amend the original motion.

(k) *Continuance of Discussion or Hearings:* Any item being discussed or any public hearing at a City Council meeting may, by order, notice, or motion, be continued or tabled to any subsequent meeting.

(l) *Voting:* All Council Members must vote either "yea" in the affirmative or "nay" in the negative. A present member who does not vote will be officially recorded as a "nay" or negative vote. When a Council Member recuses oneself, that Council Member is not counted as present for quorum purposes and is not deemed to be "voting" for purposes of determining whether there has been a "majority vote of those voting and present".

(m) *Public Hearings:* The following is the general procedure for conducting public hearings:

- (1) Staff presents report.
- (2) City Council Members may ask Staff questions.
- (3) The applicant then has the opportunity to present comments, testimony, and/or oral arguments.
- (4) City Council Members may ask questions of the applicant.
- (5) The Chair opens the public hearing.
- (6) Upon opening the public hearing, and before any motion is adopted related to the merits of the issue to be heard, the Chair shall inquire if there is anyone present

who desires to speak on the matter which is to be heard or to present evidence regarding the matter.

- (7) Members of the public are provided with the opportunity for comments and testimony in accordance with Section 1-160 (d) of the City Council Procedures and Decorum Policy.
 - (8) A vote by City Council to close the public hearing upon a motion and second.
 - (9) The applicant may be given the opportunity to respond to questions from the City Council and for closing comment or rebuttal.
 - (10) The City Council deliberates on the issue.
 - (11) If the City Council raises new issues through deliberation and a majority of the City Council seeks additional public testimony, additional public comment and testimony is permitted in accordance with Section 1-160 (d) of the City Council Procedures and Decorum Policy.
 - (12) The City Council deliberates and takes action as needed.
 - (13) The Chair announces the final decision of the City Council as applicable.
- (n) *Call for Recess:* The Chair may call for a recess of up to fifteen (15) minutes at regular intervals at appropriate points in the meeting agenda, or if requested by any two (2) Council Members.

Sec. 1-160. – Decorum.

- (a) **General:** During Council meetings, Council Members shall preserve order and decorum, shall not interrupt or delay proceedings, and shall obey the rules of the Council. Council Members shall demonstrate respect and courtesy to one another, to City Staff and to members of the public appearing before the Council. Council Members shall seek to phrase and communicate all writings, publications and speeches in a professional and constructive manner.

Council Members may express differing ideas, equitable representation helps promote unity of purpose by allowing the public to be informed of each Member's position during his/her term of office and not only during an election campaign.

Members of the Council will not condone any unethical or illegal activity from any Council Member or members of the Staff. All members of the Council agree to uphold the intent of this policy and to govern their actions accordingly.

- (b) *Mayoral Responsibilities:*

- (1) The Mayor shall serve as the Chair of all meetings. The Mayor Pro Tempore shall preside in the absence of the Mayor.
- (2) The Mayor shall have a voice in all matters before the Council.
- (3) The Chair is responsible for preserving order and decorum and shall keep the meetings orderly by recognizing each Member for discussion, limiting speaking items, encouraging debate among Members, and keeping discussion limited to the agenda item being considered.
- (4) 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 equitable representation of all Council Members.
- (5) The Chair will encourage all Council Members to participate in Council discussion and give each Member an opportunity to speak before any Member can speak again on the same subject.
- (6) The Mayor is responsible for ensuring that an orientation of all Council Members is conducted following an election. The orientation shall include Council procedures, staff and media relations, current agenda items, municipal leadership training programs, and legal issues governing the behavior of elected officials, etc.

(c) Council Responsibilities

- (1) Each Council Member is responsible for being prepared to discuss the agenda.
- (2) Each Council Member is required to attend a Council Member Orientation and is encouraged to attend at least one Texas Municipal League-sponsored conference each year in order to stay informed on issues facing municipalities.
- (3) It is the responsibility of Council Members to be informed about action taken by the Council in their absence. In the case of an absence from a work session, the Council Member is responsible for obtaining this information from the City Administrator prior to the Council meeting during which said item is to be voted upon.
- (4) When addressing an agenda item, the Council Member shall first be recognized by the Chair, confine comments to the question under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other Council Member or Staff Member during debate or vote.
- (5) Any Council Member may appeal a ruling by the Chair to the Council as a whole. If the appeal is seconded, the person making the appeal may make a brief statement and the Chair may respond. An appeal may generally be debated by the Members, but each Member may speak only once. The affirmative vote of a majority of the Council Members present and voting shall be necessary to approve the motion.

- (6) Any Council Member may ask the Chair to enforce the policy established by the Council. Should the Chair fail to do so, a majority vote of the Council Members present shall require the Chair to enforce the policy.
 - (7) When a Council Member is appointed to serve as a liaison to a board, committee or commission, the Council Member is responsible for keeping all Council Members informed of significant activities of that board, committee or commission. The appointed Council Member should report the actions of the board, committee or commission during a work session of the City Council.
 - (8) A member of the Council who wishes to be recognized shall request to speak but shall not proceed with remarks until recognized and named by the Chair of the Meeting. Remarks shall be confined to the question before the Council.
 - (9) While a member of the Council is speaking, other members shall not hold private discourse or in any manner interrupt the speaker. In all discussions, disrespectful language and behavior shall be avoided.
 - (10) Every member of the Council who shall be present at a meeting, when a vote is called for by the Chair shall vote thereon, unless they have recused themselves due to a conflict of interest. A conflict arises when a City Council Member, a relative of that Member, or an entity in which a City Council Member has a substantial interest is actively engaged in an activity that involves the City's decision-making processes. "Decision-making processes" is broader than just voting and includes being involved with any aspect of any decisions the City makes.
 - (11) A Council Member may not represent any third party before any City board or commission.
 - (12) All personal communication devices should be placed in a silent mode during any City Council meetings. Personal communication devices shall not be used for communicating City related business during all City Council meetings.
- (d) *Citizens' participation:* The following rules shall be in force for persons in attendance at all meetings of Council:
- (1) Persons wishing to address the Council during Persons to be Heard or a Public Hearing shall complete a Public Comment Form and present said form to the City Secretary up to the close of the comment period during which they choose to speak. Speakers shall approach the lectern and give his/her name and address before speaking. Speakers shall address the Mayor and Council with civility that is conducive to appropriate public discussion. All public comments should be addressed to the City Council rather than to individual members. Each speaker will be allowed three (3) minutes to speak. Speakers are not permitted to yield their time to others but are encouraged to inform City Council if they are speaking on behalf of a larger group. No person shall be allowed to address the Council more than once per agenda item unless called upon by a City Council Member to do so.

City Council Members cannot discuss items presented under Persons to be Heard nor take any action thereon other than consideration of the placement of said item on a future agenda as a discussion item or refer the item to City Staff for research and possible future action.

- (2) Persons may not engage in discussions with the Council during Council deliberations unless specifically asked a question by a Council Member. Persons who have been asked a question by a Council Member must be recognized by the Chair before being allowed to speak. The Chair may end any question and answer session between Council Members and a member of the public in order to facilitate the order of business.
- (3) Persons may present printed material to be included in the Council agenda packets one week prior to a meeting. Persons may present printed material to the City Secretary to distribute to the Council during a meeting.
- (4) Persons may present electronic media during their comments provided that all materials are submitted to the city by 5 P.M. the day of the meeting. Files should be emailed to citysecretary@NewFairview.org. Materials submitted after 5 p.m. will be forwarded to City Council following staff review but will not be available to present during the meeting. Any digital presentation material will be included in an individual's 3-minute time limit.
- (5) Persons attending Council meetings shall remain seated or may stand in the back and come and go so long as it does not disrupt the meeting. Persons in attendance shall not carry signs, placards or other items which could block the view of those behind them or be disruptive to the proceedings. No person attending any Council meeting shall delay the proceedings or refuse to obey the orders of the presiding officer.
- (6) Disturbances, transgressions of the rules or disorderly conduct in the Council chamber may cause the transgressor to be removed from the meeting. The Chair of the meeting, shall exercise control over persons who disrupt the meeting in the following ascending order of action:
 - a. Call the person to order, advising that person of the infraction.
 - b. Advise the person that the infraction must cease immediately or the person will be ordered to leave the meeting.
 - c. Order the person to leave the meeting. If the offending person is a member of Council, the Chair shall call for a vote on the expulsion of that member from the meeting, and such vote requires a majority for adoption.
A police officer may remove an individual or individuals for disrupting a meeting as authorized by Texas Penal Code Section 42.05.

- (7) Persons are encouraged to attend Council meetings. However, the number admitted shall be limited to the fire safety capacity of the Council chamber as determined by the fire chief or designee. If the capacity is surpassed the Council may adjourn the meeting and move its proceedings to a location that will accommodate a larger number of participants.

Sec. 1-170 - Staff Relations

- (a) In order to ensure proper presentation of agenda items by Staff, questions arising from Council Members after receiving their information packet should be, whenever possible, presented to the City Administrator for Staff consideration prior to the Council meeting. This allows Staff the time to address Council Member's concern and provide all Council Members with additional information.
- (b) The City Administrator shall designate the appropriate Staff Member to address each agenda item and shall see that each presentation is prepared and presented in order to inform and educate the Council on the issues that require Council action. The presentation should be professional, timely and allow for discussion of options for resolving the issue. As a summary, the Staff Member making the presentation shall make it clear if no Council action is required or present the Staff recommendation as a part of the presentation, and/or present the specific options for Council consideration.
- (c) The City Administrator is directly responsible for providing information to all the Council concerning any inquiries by a specific Council Member that is significant in nature and would be beneficial to all Council Members. If the City Administrator or the Staff's time is being dominated or misdirected by a Council Member, it is the City Administrator's responsibility to inform the Mayor.
- (d) The City Administrator will exhibit the highest professional and ethical behavior. The City Administrator is responsible for the professional and ethical behavior and discipline of his/her Staff. The City Administrator is also responsible for ensuring that the Staff receives the training and information necessary to address the issues facing municipal government.
- (e) Any conflicts arising between the City Staff and the Council will be addressed by the Mayor and the City Administrator.
- (f) All Staff Members shall show one another, each Council Member, and the public, respect and courtesy at all times. They are also responsible for making objective, professional presentations to ensure public confidence in the process.

- (g) The City Administrator, after an election, will make sure that the Staff has prepared information needed for the orientation of new Council Members, and inform Council of any available Texas Municipal League conferences and seminars. The City Administrator will also be responsible for meeting personally with new Members and informing them about City facilities, policies and procedures.

Sec 1-180. – Council and Media Relations

Since the democratic form of government is only successful when the citizens are kept informed and educated about the issues facing their municipality, it is imperative the media play an important role in the governmental process. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with all media reporters. The Council and the City Administrator recognize that the media provides an important link between the Council and the public. It is desired to establish a professional working relationship to help maintain a well informed and educated citizenry.

- (a) During the conduct of official business, the news media shall occupy places designated for them or the general public.
- (b) All reporters will have access to an agenda and will be furnished support materials needed for clarification if requested.
- (c) In order to preserve the decorum and professionalism of Council meetings, the media are requested to refrain from conversing privately with other people in the audience and to conduct any interview with the public outside the meeting room while the Council is in session.
- (d) Since each government body conducts business differently, it is requested that all reporters new to Council meetings meet with the City Administrator or the designated media relations representative prior to covering their first meeting to be informed of the policies and procedures to help foster a professional working relationship between the media reporter and the City.
- (e) On administrative matters, the City Administrator is the spokesperson, unless he/she has appointed a media relations person to present Staff information on the agenda.
- (f) The Mayor, or his/her designee, is the primary spokesperson for the City on matters regarding policy decisions or any Council information pertaining to issues on the agenda. In order to ensure fair treatment of an issue, any clarifications requested by the media on the issue should be addressed after the meeting. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. This lets the public know that the item was seriously debated and options discussed before a vote was taken, and helps build confidence in the

democratic process. In respect to each Council Member and the citizens of the City, the views presented by each Council Member should provide equitable representation of all Members. Even though Council Members may express differing ideas, equitable representation helps promote unity of purpose by allowing the public to be informed of each Member's position during his/her term of office and not only during an election campaign.

Sec. 1-190. – Statements by public officials regarding litigation.

When the City of New Fairview is involved in litigation or a legal dispute, Council Members shall refrain from commenting on settlements, appeals or other issues related to the subject until the matter is resolved. The Mayor, City Administrator or City Attorney shall be authorized to provide any public responses or comments, as needed on matters involving litigation.

Sec 1-200. - Non-Exclusive Rules

The rules set forth shall supersede the Council related portions of the Council relations policy; however, they are not exclusive and do not limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of the City Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the City.

Sec 1-210. – Disbursement of Council Requested Information

As a general courtesy and to maintain equality in the disbursement of information, documentation or data requested by a Council Member from Staff shall be provided to all members of Council.

Sec. 1-220 – Policy Enforcement

If a Member(s) of the City Council believes this policy has been violated, the topic shall be placed on a meeting agenda following proper procedure (by City Administrator, Mayor, or two members of the City Council).

A determination of violation shall be stated by majority vote of those present during the deliberation.

If it is a Member of the Council who is determined to be in violation of this policy, a standard letter of violation signed by the Mayor (or Mayor Pro Tempore, if the letter is going to the Mayor) shall be issued to the person. A copy of the letter shall become a part of the Council Member's official file with the City.



**City of New Fairview, Texas
Resolution No. 2020-011-101**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX ADOPTING A FUND
BALANCE POLICY.**

WHEREAS, the City of Fairview is an incorporated city in the State of Texas; and

WHEREAS, the City of New Fairview is a General Law city as classified by the Texas
Municipal Code; and

WHEREAS, the City desires to be competitive for qualified employees in and around the Wise
County area; and

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

1. The City Council of New Fairview has reviewed the pay plan and determines it to be acceptable; and
2. That this Resolution shall cause the pay plan to take effect immediately upon its approval.

PRESENTED AND PASSED on this **4th day of May**, at a meeting of the New Fairview City Council.

APPROVED:

ATTESTED:

Joe Max Wilson
Mayor

Monica Rodriguez
City Secretary

**City of New Fairview
Employee Pay Plan FY 2020**

	Minimum			Midpoint			Maximum		
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
City Secretary									
Annual	48,432	50,370	52,384	54,480	56,659	58,925	61,282	63,734	66,283
Weekly	931.39	968.65	1,007.39	1,047.69	1,089.60	1,133.18	1,178.51	1,225.65	1,274.67
Hourly	23.28	24.22	25.18	26.19	27.24	28.33	29.46	30.64	31.87

	Minimum			Midpoint			Maximum		
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
City Clerk									
Annual	31,200	32,448	33,746	35,096	36,500	37,960	39,478	41,057	42,699
Weekly	600.00	624.00	648.96	674.92	701.92	729.99	759.19	789.56	821.14
Hourly	15.00	15.60	16.22	16.87	17.55	18.25	18.98	19.74	20.53

	Minimum			Midpoint			Maximum		
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Street Superintendent									
Annual	58,240	60,570	62,992	65,512	68,133	70,858	73,692	76,640	79,705
Weekly	1,120.00	1,164.80	1,211.39	1,259.85	1,310.24	1,362.65	1,417.16	1,473.84	1,532.80
Hourly	28.00	29.12	30.28	31.50	32.76	34.07	35.43	36.85	38.32

	Minimum			Midpoint			Maximum		
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Street Maintenance Worker									
Annual	30,306	31,533	32,781	34,112	35,464	36,878	38,355	39,894	41,496
Weekly	582.80	606.40	630.40	656.00	682.00	709.20	737.60	767.20	798.00
Hourly	14.57	15.16	15.76	16.4	17.05	17.73	18.44	19.18	19.95

	Minimum			Midpoint			Maximum		
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Officer									
Annual	40,123	41,728	43,397	45,133	46,938	48,816	50,769	52,799	54,911
Weekly	771.60	802.46	834.56	867.95	902.66	938.77	976.32	1,015.37	1,055.99
Hourly	19.29	20.06	20.86	21.70	22.57	23.47	24.41	25.38	26.40

	Minimum			Midpoint			Maximum		
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Police Chief									
Annual	62,400	64,896	67,492	70,192	72,999	75,919	78,956	82,114	85,399
Weekly	1,200.00	1,248.00	1,297.92	1,349.84	1,403.83	1,459.98	1,518.38	1,579.12	1,642.28
Hourly	30.00	31.20	32.45	33.75	35.10	36.50	37.96	39.48	41.06



**City Council Agenda
May 4, 2020**

Agenda Item: 7J Presentation

Agenda Description:

Presentation of Monthly Financial Report through March 31, 2020.

Background Information:

City Council adopted the General Fund Budget for the Fiscal Year 2020 starting October 1, 2019. The City Secretary and interim city administrator have reviewed the March financials and prepared the attached report.

Revenues – Year-to-Date revenues total \$733,848 with the majority of that coming from Property Taxes (61%). Sales tax totals \$80,194 (11%) of total revenue and Building Permits total \$108,219 (15.7%). YTD revenue represent just under 75% of all budgeted revenue for FY 2020.

Expenditures – Year-to-Date expenditures total \$332,494, or 39.1% of total budgeted expenditures for FY 2020. Legal Services has totaled \$139,121 of which \$35,358 has been reimbursable from developers. Contract Labor has totaled \$58,594 which has included office temporary help, code enforcement, city administration and building inspections.

Fund balance currently stands at \$462,496.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Attachments:

Budget Report

City of New Fairview
General Fund - FY 2019-2020

As of 03/31/2020

	FY 2020 Budget	FY 2020 Amended	FY 2020 Actual	Percent Remaining Amended	Amount Remaining Amended
BEGINNING FUND BALANCE		61,141	61,141		
Revenue					
Current Property Tax	436,867	510,746	445,346	12.8%	65,400
Sales/Beverage Tax	130,000	130,000	80,254	38.3%	49,746
Licenses and Permits	400,000	200,000	108,219	45.9%	91,781
Franchise Fees	46,235	46,235	44,827	3.0%	1,408
Court Fines	12,000	15,000	17,410	-16.1%	(2,410)
Other Revenue	0	80,000	37,793	52.8%	42,207
TOTAL REVENUE	<u>1,025,102</u>	<u>981,981</u>	<u>733,848</u>	25.3%	<u>248,133</u>
Expenditures					
Payroll & Benefits	256,343	113,182	38,987	65.6%	74,195
Contract Labor	98,500	174,437	59,394	66.0%	115,043
Supplies	48,460	78,869	27,177	65.5%	51,692
Services	32,600	27,000	13,114	51.4%	13,886
Public Works/Maintenance	141,000	118,500	8,951	92.4%	109,549
Utilities	11,600	11,600	4,513	61.1%	7,087
Consultants	171,755	318,800	175,899	44.8%	142,901
Capital Outlay	25,000	5,000	4,459	10.8%	541
TOTAL EXPENDITURES	<u>785,258</u>	<u>847,388</u>	<u>332,494</u>	60.8%	<u>514,895</u>
REV OVER/(UNDER)EXP	239,844	134,593	401,355		
Change to Fund Balance	239,844	134,593	401,355		
ENDING FUND BALANCE	239,844	195,734	462,496		
% Fund Balance Reserve		27.7%			

*Note - Fund balance calculation excludes pass through expenses to developers.

City of New Fairview
FY 2020 Budget Through March 31, 2020

Revenues	2020 Budget	2020 Amended	2020 YTD	Remainder	
Property Tax	436,867	510,746	445,346	65,400	12.8%
Sales Tax	130,000	130,000	80,254	49,746	38.3%
Fines	12,000	15,000	17,410	(2,410)	-16.1%
Construction Permits	400,000	200,000	108,219	91,781	45.9%
Franchise Fees	46,235	46,235	44,827	1,408	3.0%
Misc.	-	80,000	37,793	42,207	52.8%
Total Revenue	1,025,102	981,981	733,848	248,133	25.3%
Operations expense	2020 Budget	2020 Amended	2020 YTD	Remainder	
Utilities	5,600	5,600	2,751	2,849	50.9%
Telephone	6,000	6,000	1,762	4,238	70.6%
Bonds	100	100	100	-	0.0%
Security Lights	2,500	2,500	-	2,500	100.0%
Recording/Ad Marketing	3,000	3,000	-	3,000	100.0%
Legal Notices	1,800	1,800	-	1,800	100.0%
Office Supplies	9,500	9,000	4,835	4,165	46.3%
Office Equipment	5,081	2,690	1,594	1,096	40.7%
Software	2,100	38,000	12,476	25,524	67.2%
Dues/Training/Subscriptions	8,600	8,900	4,048	4,852	54.5%
Signs	3,000	1,500	125	1,375	91.7%
Postage	1,800	900	214	686	76.2%
Equipment/Security	500	5,000	896	4,104	82.1%
City Park/Fence					
Building Repairs	27,000	12,000	1,718	10,282	85.7%
Tractor/Truck Repairs & Diesel	4,000	3,500	421	3,079	88.0%
Outside Equipment					
Bank Charges					
Misc. Expense	7,500	6,500	1,801	4,699	72.3%
TML Insurance	5,479	5,479	2,385	3,094	56.5%
Transportation					
Election	6,000	3,000	-	3,000	100.0%
Total Operations	99,560	115,469	35,126	80,343	69.6%
Municipal Court	2020 Budget	2020 Amended	2020 YTD	Remainder	
Equipment Rentals/Security					
MCR Software	1,500	3,500	1,525	1,975	56.4%
Court Costs					
Supplies					
Training/Dues					
Cleanup Days					
Total Court	1,500	3,500	1,525	1,975	56.4%
Employee Expense	2020 Budget	2020 Amended	2020 YTD	Remainder	
Admin/Secretary	152,967	75,682	30,863	44,819	59.2%
Assistant Clerk	103,376	37,500	8,124	29,376	78.3%
Maintenance					
Contract Labor	30,000	90,937	28,379	62,558	68.8%
Contract Deputies	30,000	25,000	11,164	13,836	55.3%

Municipal Judge	2,600	2,000	1,950	50	2.5%
Code Enforcement	10,000	25,000	16,625	8,375	33.5%
Septic Inspector	6,500	6,500	5,693	807	12.4%
Building Inspector	50,000	50,000	7,897	42,103	84.2%
TMRS-Pension					
Animal Control	2,000	2,000	800	1,200	60.0%
Health Insurance					
Payroll Taxes					
Total Employee Expenses	387,443	314,619	111,495	203,125	64.6%
Consultants & Legal	2020 Budget	2020 Amended	2020 YTD	Remainder	
City Attorney	75,000	150,000	139,121	10,879	7.3%
City Engineer	20,000	35,000	9,530	25,470	72.8%
City Planner	20,000	45,000	27,248	17,752	39.4%
City Auditor	12,000	12,000	-	12,000	100.0%
Other Consultant Fees	44,755	76,800	-	76,800	100.0%
Total Consultant Expenses	171,755	318,800	175,899	142,901	44.8%
Road Expenses	2020 Budget	2020 Amended	2020 YTD	Remainder	
Road Construction					
Road Maintenance	100,000	90,000	3,990	86,010	95.6%
Total Road Expenses	100,000	90,000	3,990	86,010	95.6%
City Buildings	2020 Budget	2020 Amended	2020 YTD	Remainder	
Building					
Land					
Total City Buildings					
Bank Loan	2020 Budget	2020 Amended	2020 YTD	Remainder	
Parking Lot	25,000	5,000	4,459	541	10.8%
Total Bank Loan	25,000	5,000	4,459	541	10.8%
Total Expenditures	785,258	847,388	332,494	514,895	60.8%

**City of New Fairview
General Fund - FY 2019-2020**

City Council	FY 2020 Budget	FY 2020 Amended	FY 2020 Actual	Percent Remaining Amended	Amount Remaining Amended
Expenditures					
Supplies					
Training/Dues/Membership	5,000	5,000	3,398	32.0%	1,602
Miscellaneous	500	500		100.0%	500
Supplies	1,500	1,500		100.0%	1,500
Total Supplies	<u>7,000</u>	<u>7,000</u>	<u>3,398</u>	51.5%	<u>3,602</u>
TOTAL EXPENDITURES	7,000	7,000	3,398	51.5%	3,602

**City of New Fairview
General Fund - FY 2019-2020**

Administration					
	FY 2020 Budget	FY 2020 Amended	FY 2020 Actual	Percent Remaining Amended	Amount Remaining Amended
Expenditures					
Payroll & Benefits					
Payroll	50,000	-			-
Benefits	13,939	-			-
Mileage	500	1,800		100.0%	1,800
Total Payroll & Benefits	64,439	1,800	-	100.0%	1,800
Contract Labor					
Contract Labor		33,600	994	97.0%	32,606
Total Contract Labor	-	33,600	994	97.0%	32,606
Supplies					
Office Supplies	5,000	2,500	2,000	20.0%	500
Office Equipment	2,600	1,000	1,000	0.0%	-
Software	1,050	30,000	6,794	77.4%	23,206
Training/Dues/Membership	1,200	1,200		100.0%	1,200
Miscellaneous	1,000	500		100.0%	500
Postage	500	200	214	-7.0%	(14)
Election	6,000	3,000		100.0%	3,000
TML Insurance	5,479	5,479	2,385	56.5%	3,094
Total Supplies	22,829	43,879	12,393	71.8%	31,486
Utilities					
Electric/Trash	1,400	1,400	915	34.6%	485
Telephone	2,000	2,000	587	70.6%	1,413
Total Utilities	3,400	3,400	1,502	55.8%	1,898
Consultants					
Legal Expenses	25,000	75,000	78,514	-4.7%	(3,514)
City Engineer	20,000	15,000	4,765	68.2%	10,235
City Planner	20,000	25,000	21,578	13.7%	3,422
Auditor	12,000	12,000		100.0%	12,000
Consultant Fees	44,755	76,800		100.0%	76,800
Total Consultants	121,755	203,800	104,857	48.5%	98,943
Capital Outlay					
Loan Payoff	25,000	5,000	4,459	10.8%	541
Total Capital Outlay	25,000	5,000	4,459	10.8%	541
TOTAL EXPENDITURES	237,423	291,479	124,205	57.4%	167,274

**City of New Fairview
General Fund - FY 2019-2020**

City Secretary					
	FY 2020 Budget	FY 2020 Amended	FY 2020 Actual	Percent Remaining Amended	Amount Remaining Amended
Expenditures					
Payroll & Benefits					
Payroll	74,090	58,240	29,976	48.5%	28,264
Benefits	13,938	15,142	600	96.0%	14,542
Mileage	500	500	287	42.6%	213
Total Payroll & Benefits	<u>88,528</u>	<u>73,882</u>	<u>30,863</u>	58.2%	<u>43,019</u>
Contract Labor					
Contract Labor		22,337	22,337	0.0%	0
Building Inspector					-
Total Contract Labor	<u>-</u>	<u>22,337</u>	<u>22,337</u>		<u>0</u>
Supplies					
Office Supplies	1,500	3,500	2,835	19.0%	665
Office Equipment	1,291	500		100.0%	500
Software	1,050	8,000	5,682	29.0%	2,318
Training/Dues/Membership	1,200	1,200	400	66.7%	800
Miscellaneous	1,000	1,000		100.0%	1,000
Bonds	100	100	100	0.0%	-
Postage	800	400		100.0%	400
Legal Notices	1,800	1,800		100.0%	1,800
Recording	2,000	2,000		100.0%	2,000
Ads/Marketing	1,000	1,000		100.0%	1,000
Supplies					
Total Supplies	<u>11,741</u>	<u>19,500</u>	<u>9,017</u>	53.8%	<u>10,483</u>
Utilities					
Electric/Trash	1,400	1,400	918	34.4%	482
Telephone	2,000	2,000	587	70.6%	1,413
Total Utilities	<u>3,400</u>	<u>3,400</u>	<u>1,505</u>	55.7%	<u>1,895</u>
Consultants					
Legal Expenses	25,000	25,000	20,249	19.0%	4,751
Consultant Fees					
Total Consultants	<u>25,000</u>	<u>25,000</u>	<u>20,249</u>	19.0%	<u>4,751</u>
TOTAL EXPENDITURES	128,669	144,119	83,971	41.7%	60,148

**City of New Fairview
General Fund - FY 2019-2020**

Court	FY 2020 Budget	FY 2020 Amended	FY 2020 Actual	Percent Remaining Amended	Amount Remaining Amended
Expenditures					
Payroll & Benefits					
Payroll	75,000	30,000	8,111	89.2%	21,889
Benefits	27,876	7,000		100.0%	7,000
Mileage	500	500	13	97.4%	487
Total Payroll & Benefits	<u>103,376</u>	<u>37,500</u>	<u>8,124</u>	92.1%	<u>29,376</u>
Supplies					
Office Supplies	1,500	1,500		100.0%	1,500
Office Equipment	1,190	1,190	594	50.1%	596
Software	1,500	3,500	1,525	-1.7%	1,975
Training/Dues/Membership	1,200	1,500	250	79.2%	1,250
Miscellaneous	1,000	500		100.0%	500
Postage	500	300		100.0%	300
Supplies					
Total Supplies	<u>6,890</u>	<u>8,490</u>	<u>2,369</u>	65.6%	<u>6,121</u>
Services					
Municipal Judge	2,400	1,800	1,950	18.8%	(150)
Municipal Judge Training	200	200		100.0%	200
Contract Deputies	30,000	25,000	11,164	62.8%	13,836
Total Services	<u>32,600</u>	<u>27,000</u>	<u>13,114</u>	59.8%	<u>13,886</u>
Utilities					
Electric/Trash	1,400	1,400	918	34.4%	482
Telephone	2,000	2,000	587	70.6%	1,413
Total Utilities	<u>3,400</u>	<u>3,400</u>	<u>1,505</u>	55.7%	<u>1,895</u>
Consultants					
Legal Expenses	25,000	10,000	5,000	80.0%	5,000
Consultant Fees					
Total Consultants	<u>25,000</u>	<u>10,000</u>	<u>5,000</u>	80.0%	<u>5,000</u>
TOTAL EXPENDITURES	171,266	86,390	30,112	82.4%	56,278

**City of New Fairview
General Fund - FY 2019-2020**

Public Works/Maintenance	FY 2020 Budget	FY 2020 Amended	FY 2020 Actual	Percent Remaining Amended	Amount Remaining Amended
Expenditures					
Contract Labor					
Contract Labor	30,000	35,000	5,048	85.6%	29,952
Code Enforcement	10,000	25,000	16,625	33.5%	8,375
Septic Inspector	6,500	6,500	5,693	12.4%	807
Animal Control	2,000	2,000	800	60.0%	1,200
Building Inspector	50,000	50,000	7,897	84.2%	42,103
Total Contract Labor	98,500	118,500	36,063	69.6%	82,437
Public Works/Maintenance					
Tractor/Truck Repairs	2,500	2,000	173	91.4%	1,827
Tractor/Truck Diesel	1,500	1,500	248	83.5%	1,252
Building Repairs	2,000	2,000	1,068	46.6%	932
Building Improvements	25,000	10,000	650	93.5%	9,350
Equipment	500	5,000	896	82.1%	4,104
Security	2,500	2,500		100.0%	2,500
Street Lights	4,000	4,000	1,801	55.0%	2,199
Signs	3,000	1,500	125	91.7%	1,375
Road Maintenance	100,000	90,000	3,990	95.6%	86,010
Total PW/Maintenance	141,000	118,500	8,951	92.4%	109,549
Utilities					
Electric/Trash	1,400	1,400		100.0%	1,400
Telephone					
Total Utilities	1,400	1,400	-	100.0%	1,400
Consultants					
Legal Expenses		40,000	35,358	11.6%	4,642
City Engineer		20,000	4,765	76.2%	15,235
City Planner		20,000	5,670	71.7%	14,330
Consultant Fees					-
Total Consultants	-	80,000	45,793		34,207
TOTAL EXPENDITURES	240,900	318,400	90,807	71.5%	227,593