

CITY COUNCIL AGENDA

June 15, 2020

7:00 P.M.

New Fairview City Hall

999 Illinois Ln.

New Fairview TX 76078

AGENDA

1. CALL MEETING TO ORDER:

2. ROLL CALL:

3. PLEDGE TO FLAGS

A. United States of America

B. Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible

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 May 18, 2020

B. Discuss, consider and act on approving a Resolution closing the bank account at Pinnacle Bank, 800 US Highway 287 STE A, Rhome TX 76078

C. Discuss, consider and act on approving a Resolution closing the money market account at First State Bank, PO BOX 10, Gainesville, TX 76241.

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. Presentation of the new city website

B. Discuss and consider Public Hearing on the proposed annexation by the City of New Fairview, Texas of approximately 140.246 acres of land situated in the James C. Jack Survey, Abstract No. 679, Denton County, Texas located on the southeast corner of the City-bordered on the north by Dove Hollow Lane and bordered on the west by South County Line Road, known as the Dove Hollow development.

C. Discuss and consider Public Hearing on the proposed zoning by the City of New Fairview, Texas of approximately 140.246 acres of land situated in the James C. Jack Survey, Abstract No. 679, Denton County, Texas located on the southeast corner of the City-bordered on the north by Dove Hollow Lane and bordered on the west by South County Line Road.

D. Discuss, consider and act on Resolution to approve agreement with the Justin Volunteer Fire Department and Ambulance Services and authorize the Mayor to sign the agreement.

E. Discuss, consider and act on Resolution requesting New Fairview's allocation of Coronavirus Relief Funds (CRF) be transferred to Wise County for access in relation to CARES Act CRF reimbursement

F. Discuss, consider and act on Resolution adopting the 2020-2021 Strategic Plan

G. Discuss, consider and act on approving Resolution to adopt the Safety Manual.

H. Report on Planning and Zoning Commission

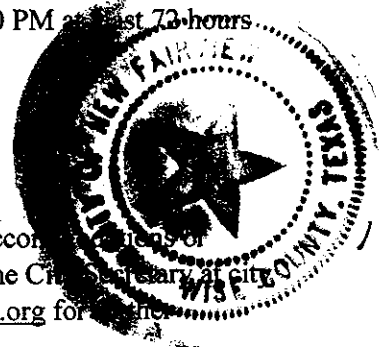
I. Future agenda items

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 12th day of June 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 secretary hall 817-638-5366 or fax 817-638-5369 or by email at citysecretary@newfairview.org for more information.



City Council Agenda
June 15, 2020

Agenda Item: 5B

Resolution

(Action Item)

Agenda Description:

Discuss, consider and possible action approving a Resolution closing the bank account at Pinnacle Bank, 800 US Highway 287 STE A, Rhome TX 76078.

Background Information:

The City has a bank account at Pinnacle Bank in Rhome that is no longer needed. Kim Wilson, the City's financial consultant has recommended closing the account and deposit all the funds in the City's main bank account at First State Bank in Decatur, Texas.

Financial Information:

There is \$30.35 in the account that needs to be transferred to the main account.

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends that Council approve the resolution and close the account at Pinnacle Bank.

Attachments:

Resolution



**City of New Fairview, Texas
Resolution No. 2020-19-109**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX APPROVING THE
CLOSURE OF THE BANK ACCOUNT AT PINNACLE BANK OF RHOME, TEXAS
AND DEPOSITING THE FUNDS IN THE CITY'S ACCOUNT AT FIRST STATE BANK
OF DECATUR**

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 of New Fairview has an account at Pinnacle Bank of Rhome, Texas; and

WHEREAS, the City desires to close the account and deposit any remaining funds in the City's
main account at First State Bank of Decatur, Texas.

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

1. The City Council of New Fairview has reviewed the recommendation to close the
account and determines it to be acceptable; and
2. That this Resolution shall authorize the closure of the Pinnacle Bank account and deposit
the funds in the New Fairview account in First State Bank in Decatur, Texas upon its
approval.

PRESENTED AND PASSED on this **15th day of June**, at a meeting of the New Fairview City
Council.

APPROVED:

Joe Max Wilson
Mayor

ATTESTED:

Monica Rodriguez
City Secretary



City Council Agenda

June 15, 2020

Agenda Item: 5C

Resolution

(Action Item)

Agenda Description:

Discuss, consider and possible action approving a Resolution closing the money market account at First State Bank, PO BOX 10, Gainesville, TX 76241.

Background Information:

The City has a money market account at First State Bank in Gainesville that is no longer needed. Kim Wilson, the City's financial consultant has recommended closing the account and deposit all the funds in the City's main bank account at Texas State Bank.

Financial Information:

There is \$9,663.51 in the account that needs to be transferred to the main account at First State Bank in Decatur, Texas.

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends that Council approve the resolution and close the money market account at First State Bank.

Attachments:

Resolution



**City of New Fairview, Texas
Resolution No. 2020-20-110**

A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX APPROVING THE CLOSURE OF THE BANK ACCOUNT AT FIRST STATE BANK OF GAINESVILLE, TEXAS AND DEPOSITING THE FUNDS IN THE CITY'S ACCOUNT AT FIRST STATE BANK IN DECATUR, TEXAS.

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 of New Fairview has an account at First State Bank of Gainseville, Texas; and

WHEREAS, the City desires to close the money market account and deposit any remaining funds in the City's main account at First State Bank.

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

1. The City Council of New Fairview has reviewed the recommendation to close the account and determines it to be acceptable; and
2. That this Resolution shall authorize the closure of the First State Bank money market account in Gainseville, TX and deposit the funds in the New Fairview main account in First State Bank in Decatur, Texas upon its approval.

PRESENTED AND PASSED on this 15th day of June, at a meeting of the New Fairview City Council.

APPROVED:

Joe Max Wilson
Mayor

ATTESTED:

Monica Rodriguez
City Secretary



City Council Agenda June 15, 2020

Agenda Item: 7B

Public Hearing

Agenda Description:

Public Hearing on the proposed annexation by the City of New Fairview, Texas of approximately 140.246 acres of land situated in the James C. Jack Survey, Abstract No. 679, Denton County, Texas located on the southeast corner of the City—bordered on the north by Dove Hollow Lane and bordered on the west by South County Line Road, known as the Dove Hollow development.

Background Information:

The City has entered into a Development Agreement with the owner of the property that is proposed to be annexed in connection with the Dove Hollow development. This Development Agreement calls for the annexation of the property.

This is a public hearing as required by law to give the public the right to be heard on the proposed annexation of the property.

Action on the annexation is anticipated for the regular City Council meeting on July 6, 2020.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends that you continue the public hearing until the July 6, 2020 Regular City Council meeting to consider this again and take action on this annexation request.

Attachments:

Legal Description of Property Proposed to be Annexed

Map of Property Proposed to be Annexed

Exhibit A

All that certain lot, tract, or parcel of land, situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, being part of that certain called 322.98 acre tract described in a deed to SEF Holdings, Ltd. recorded in Instrument No. 2015-100230 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a railroad spike found for the Northwest corner of said 322.98 acre tract, the Southwest corner of a called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 (DRDCT), being the recognized Northwest corner of said James C. Jack Survey, the recognized Southwest corner of Robert A. Walker Survey, Abstract No. 1392, and being in the recognized East line of the Green B. Buchanan Survey, Abstract No. 32, said point also being at the intersection of South County Line Road and Dove Hollow Lane;

THENCE South 89 deg. 50 min. 15 sec. East along the North line of said 322.98 acre tract, the South line of said 723.822 acre tract, the recognized North line of said James C. Jack Survey, and the recognized South line of said Robert A. Walker Survey, a distance of 1,215.91 feet;

THENCE South 00 deg. 06 min. 41 sec. West departing said North and South lines, a distance of 3,537.20 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2,640.00 feet, a central angle of 56 deg. 22 min. 29 sec., and being subtended by a chord which bears South 28 deg. 12 min. 06 sec. West - 2,494.05 feet;

THENCE in a southwesterly direction along said curve to the right, a distance of 2,597.57 feet to the West line of a called 1.789 acre right-of-way dedication for South County Line Road recorded in a deed to Denton County, Texas recorded in Instrument No. 2018-30901 (DRDCT);

THENCE in a northerly direction along the East line of said 1.789 acre tract the following six (6) courses;

North 00 deg. 32 min. 58 sec. East, a distance of 535.12 feet to a 5/8" capped iron rod found stamped "TNP" for a Point of Curvature of a circular curve to the left, having a radius of 2,530.00 feet, a central angle of 0 deg. 59 min. 35 sec., and being subtended by a chord which bears North 00 deg. 03 min. 11 sec. East - 43.85 feet;

Continue in a northerly direction along said curve to the left, a distance of 43.85 feet to a 5/8" capped iron rod found stamped "TNP";

North 00 deg. 26 min. 37 sec. West tangent to said curve, a distance of 204.37 feet to a 5/8" iron rod found;

North 02 deg. 25 min. 07 sec. East, a distance of 100.12 feet to a 5/8" capped iron rod found stamped "TNP";

North 00 deg. 26 min. 37 sec. West, a distance of 325.85 feet;

North 00 deg. 15 min. 33 sec. East, a distance of 179.87 feet to a 5/8" capped iron rod found stamped "TNP" for the most northerly corner of said 1.789 acre tract and being in the East line of a called 0.495 acre right-of-way dedication described in a deed to Denton County, Texas recorded in Instrument No. 2016-95239 (DRDCT);

THENCE in a northerly direction along the East line of said 0.495 acre tract the following five (5) courses;

North 22 deg. 8 min. 51 sec. East, a distance of 38.15 feet;

North 0 deg. 20 min. 46 sec. East, a distance of 150.00 feet to a 5/8" capped iron rod found stamped "TNP";

North 21 deg. 26 min. 19 sec. West, a distance of 53.85 feet to a 5/8" iron rod found "bent";

North 0 deg. 20 min. 46 sec. East, a distance of 21.44 feet to a 5/8" iron rod found;

North 01 deg. 35 min. 51 sec. West, a distance of 50.03 feet to a 5/8" iron rod found "bent" for the Northeast corner of said 0.495 acre tract;

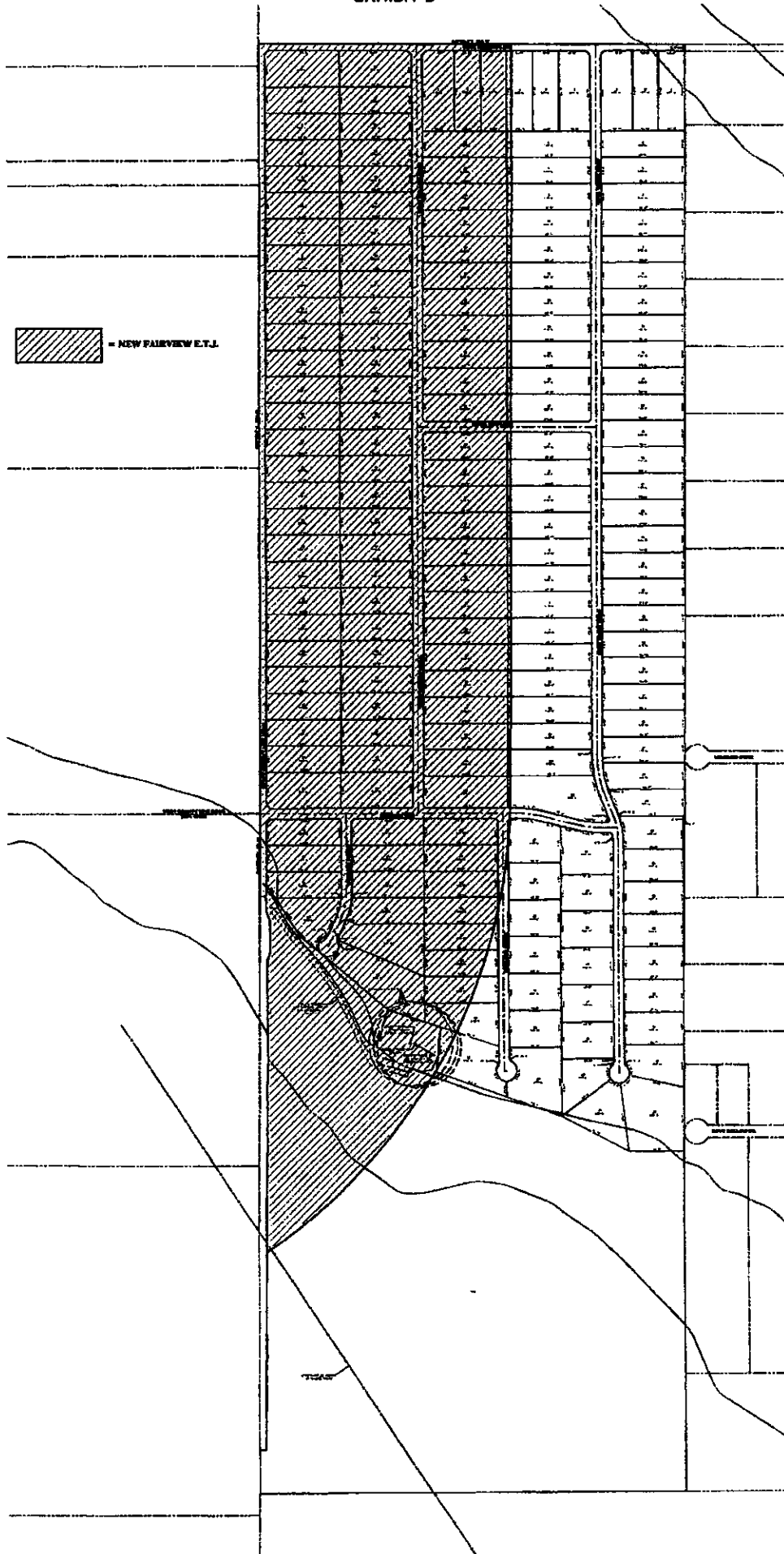
THENCE North 89 deg. 55 min. 32 sec. West along the North line of said 0.495 acre tract, a distance of 28.50 feet to the West line of said 322.98 acre tract and the approximate centerline of said South County Line Road;

THENCE North 0 deg. 15 min. 48 sec. East along said West line and centerline, a distance of 391.10 feet to a P.K. nail set with washer at a previously found railroad spike now obliterated;

THENCE North 0 deg. 3 min. 54 sec. West along said West line and centerline, a distance of 3,651.53 feet to the **POINT OF BEGINNING**, containing 6,109,122 square feet or 140.246 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

EXHIBIT B





City Council Agenda June 15, 2020

Agenda Item: 7C

Public Hearing

Agenda Description:

Public Hearing on the proposed zoning by the City of New Fairview, Texas of approximately 140.246 acres of land situated in the James C. Jack Survey, Abstract No. 679, Denton County, Texas located on the southeast corner of the City—bordered on the north by Dove Hollow Lane and bordered on the west by South County Line Road.

Background Information:

The City has entered into a Development Agreement with the owner of the property that is proposed to be annexed in connection with the Dove Hollow development. This Development Agreement calls for the annexation of the property. Upon annexation the property must be zoned, and it is proposed that the property be zoned Planned Development and for the zoning to adopt regulations consistent with the development regulations established in the Development Agreement.

This is a public hearing as required by law to give the public the right to be heard on the proposed zoning of the property.

Action on the zoning is anticipated at the regular City Council meeting on July 6, 2020.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends that you continue the public hearing until the July 6, 2020 Regular City Council meeting to consider this again and take action on this zoning request.

Attachments:

Proposed Ordinance adopting PD Zoning

ORDINANCE NO. 2020-17-209

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS, AMENDING THE ZONING MAP OF THE CITY OF NEW FAIRVIEW ADOPTED BY ORDINANCE NO. 2010-01-149 BY DESIGNATING THE ZONING OF A PARCEL OF LAND BEING APPROXIMATELY 140.246 ACRES OF LAND IN THE JAMES C. JACK SURVEY, ABSTRACT NO. 679, DENTON COUNTY, TEXAS, BORDERED ON THE NORTH BY DOVE HOLLOW LANE AND ON THE WEST BY SOUTH COUNTY LINE ROAD, FROM UNZONED (EXTRATERRITORIAL JURISDICTION) TO PD – PLANNED DEVELOPMENT FOR SINGLE-FAMILY RESIDENTIAL; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of New Fairview, Texas (the “City”) is authorized by Section 211.005, “Districts” of the Texas Local Government Code to zone property into districts; and

WHEREAS, the owner of the parcel of land within the City, being approximately 140.246 acres of land situated in the James C. Jack Survey, Abstract No. 679, Denton County, Texas located on the southeast corner of the City—bordered on the north by Dove Hollow Lane and bordered on the west by South County Line Road (the “Property”), initiated this amendment to the City’s zoning map; and

WHEREAS, the Property is described by metes and bounds in Exhibit A and depicted in the Zoning Exhibit attached as Exhibit B, which are incorporated into this ordinance for any and all purposes; and

WHEREAS, the City and Dove Hollow Development, LLC entered into that certain Development Agreement dated June 1, 2020 governing development of the Property, pursuant to Section 212.171, et seq. of the Texas Local Government Code; and

WHEREAS, the City does not have a Planning and Zoning Commission; and

WHEREAS, the City Council of the City has published and mailed notices of the public hearings in compliance with Chapter 211 of the Local Government Code; and

WHEREAS, the City Council held a public hearing on June 15, 2020, with respect to the zoning described herein, which was continued to the regularly scheduled City Council meeting on July 6, 2020; and

WHEREAS, the City Council adopted Ordinance No. _____ annexing the Property on July 6, 2020; and

WHEREAS, the City Council finds that the proposed zoning is consistent with the goals and objectives of the City and is necessary to lessen the congestion on streets, to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent overcrowding of land; and avoid undue concentration of population; to facilitate the adequate provisions of transportation, water, sewers, schools, parks and other public requirements; to conserve the value of property and to encourage the most appropriate use of land throughout the City;

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

SECTION 1

Planned Development/Single-Family Residential

Legal Description: The tract of land being approximately 140.246 acres of land situated in the James C. Jack Survey, Abstract No. 679, Denton County, Texas, and more specifically described in **Exhibit A** and depicted in **Exhibit B**, which exhibits are incorporated into this ordinance as if specifically set forth at this point.

Zoning District: PD Planned Development for Single-Family Residential with on-site septic systems, in accordance with the following regulations:

1. Permitted uses:
 - a. Detached single-family residential dwellings and accessory structures
 - b. Athletic fields (noncommercial)
 - c. Schools (private or public)
 - d. Marketing and sales centers associated with the development of the Property
 - e. Temporary construction offices and storage yards associated with development of the Property
 - f. Home occupations
 - g. Parks, playgrounds, trails, swimming pools, and other forms of improved and unimproved open space
 - h. Recreation centers, pools
 - i. Communication towers and related facilities

- j. Temporary concrete or asphalt batch plants associated with development of the Property, for a maximum period of 90 days
- k. Agricultural uses; provided, however, agricultural uses shall be prohibited on land included within an approved final plat.
- l. Drilling and production of natural gas – if any gas well site shown on the Concept Plan is abandoned, such area may be used for any permitted use.

2. Development standards:

Minimum Lot Size and Dimensions	
Lot Area (sq. ft.)	43,560
Lot Width (feet)	100
Lot width of corner Lots (feet)	120
Lot Depth (feet)	200
Dwelling Minimum Square Footage	2,400
Yard Requirements	
Front Yard minimum (feet)	50
Side Yard minimum (feet)	10
Side Yard of Corner Lots minimum (feet)	30
Rear Yard minimum (feet)	20
Rear Yard Double Front Lots minimum (feet)	20
Maximum Lot Coverage	40%
House Requirements	
Main structure maximum height (feet)	40
Accessory structure maximum height (feet)	14
Roof pitch maximum	6/12
Driveways	See Attachment 1

3. Special Conditions:

- a. Three-tab roofing shall not be permitted.
- b. No alleys shall be required and garage doors may face the street.
- c. No sidewalks nor hike and bike trails shall be installed.
- d. No tree ordinance shall apply. Each builder shall plant or preserve a minimum of three three-inch trees on each lot.
- e. All lot purchasers will be required by deed to be members of a homeowners' association.
- f. Accessory buildings may be metal on a concrete slab.
- g. Parking shall be in accordance with the parking table attached as **Attachment 2.**
- h. Fence requirements: No fence requirements apply.

SECTION 2

Signs

The following sign regulations apply to the Property described in Exhibit A:

1. Signage. All signage provided on the Property shall conform to the standards defined below. If the City has one or more sign regulations that are more permissive than the standards, set out below, Owner may elect to comply with such City regulation.

2. Development Main Identification. Development Main Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of both residential and commercial land uses within the overall development.

(a) Number and Location. A maximum of one sign shall be permitted at each main entry to the development located adjacent to an arterial or collector thoroughfare. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 30 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building materials is used, the maximum sign face area for such decorative treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.

(d) Maximum Height. The sign shall not exceed 8 feet from average finished grade.

(e) Time Period. Development Main Identification signs are intended to be permanent in nature and shall be allowed for the life of the development.

3. Neighborhood Identification. Neighborhood Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of each neighborhood within an overall development.

(a) Number and Location. A maximum of one sign shall be permitted at the main entry to each neighborhood. Signs shall be generally located internal to the overall development. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative

treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.

(d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.

(e) Time Period. Neighborhood Identification signs are intended to be permanent in nature and shall be allowed for the life of the development.

4. On-Site Directional. On Site Directional signage within developments and subdivisions shall be for communicating directions and facility information including on-site services. On-Site Directional signage shall contain no advertising copy other than the project logos, and shall be of a similar type and style throughout the development. On-Site Directional signage shall be constructed as permanent signage.

(a) Number and Location. There shall be no maximum number of on-site directional signs, provided the signs are located a minimum of 200 feet from the perimeter of the overall development. If On-Site Directional signage is proposed within 200 feet of the perimeter of the development, then the total number of signs within 200 feet of the perimeter of the development will be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld. The specific locations of all proposed On-Site Directional signs shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably withheld.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face. In such case where the sign is proposed to be mounted on a columnar structure, the maximum surface area of the overall structure shall be 140 square feet for rectangular structures and 110 square feet for cylindrical structures.

(d) Maximum Height. The maximum height of the overall sign structure shall not exceed seven feet from average finished grade.

(e) Time Period. On-Site Directional signs are intended to be permanent in nature and shall be allowed for the life of the development.

5. Off-Site Directional. Off-Site Directional signs shall be a temporary sign permitted in order to communicate directional information to the overall tract and/or for individual parcels without frontage on a thoroughfare.

A. Number and Location. A maximum of two signs shall be permitted for the overall development and one sign for each additional internal individually platted parcel. Off-Site Directional signs shall be permitted in the following locations:

(i) On a parcel abutting the parcel identified on the directional sign.

(ii) On a parcel subject to a recorded document insuring ingress and egress to the parcel identified on the off-site directional sign.

(iii) On a parcel adjacent to an arterial or collector street. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably held.

B. Sign Faces. A maximum of two sign faces shall be permitted.

C. Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face.

D. Maximum Height. The sign shall not exceed 10 feet from average finished grade.

E. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

6. Model Home/Community Center. A Model Home/Community Center sign shall be a temporary sign with the purpose of identifying a model home or community center as being the builder or contractor's model open to the public for inspection.

(a) Number and Location. A maximum of one sign shall be permitted for each model home and/or community center. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 20 square feet shall be permitted for each sign face.

(d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.

(e) Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

7. Neighborhood Builder. A Neighborhood Builder sign shall be a temporary sign with the purpose of identifying individual builders and pricing information within the neighborhood.

(a) Number and Location. A maximum of two signs shall be permitted for each neighborhood. Signs shall be located on the applicable neighborhood tract and shall not be located in any public right-of-way.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 20 square feet shall be permitted for each sign face.

(d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.

(e) Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.

8. Builder Lot. A Builder Lot sign shall be a temporary sign with the purpose of identifying an individual lot or parcel for sale within the development.

(a) Number and Location. A maximum of one sign shall be permitted for each lot. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.

(b) Sign Faces. A maximum of one sign face shall be permitted.

(c) Maximum Surface Area. A maximum surface area of six square feet shall be permitted for the sign face.

(d) Maximum Height. The sign shall not exceed four feet from average finished grade.

(e) Time Period. Signs shall be removed upon completion of the construction project.

9. Construction. A Construction sign shall be a temporary sign with the purpose of identifying the property owner, architect, contractor, subcontractor, engineer, landscape architect, or decorator engaged in the design, construction or improvement of the premises on which the sign is located.

(a) Number and Location. A maximum of one sign shall be permitted for each lot. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.

(b) Sign Faces. A maximum of one sign face shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 32 square feet shall be permitted for the sign face.

(d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.

(e) Time Period. Signs shall be removed upon completion of the construction project.

10. Realtor Open House and Directional. Realtor Open House and Directional signs shall be temporary signs utilized during the weekend with the purpose of identifying a house for sale and providing route information to the advertised house. Realtor Open House signs shall be separate from and do not include typical For Sale signs for the subject property.

(a) Number and Location. A maximum of one sign (for the purposes of a Realtor Open House) shall be permitted for each lot where a house is for sale. In addition, a maximum of three off-site directional sign shall be permitted to provide route information. The Realtor Open House sign shall only be permitted on the lot where the house is for sale. Off-Site Directional signage shall not be placed closer than three feet from the curb or edge of pavement of any street.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face.

(d) Maximum Height. The sign shall not exceed four feet from average finished grade.

(e) Time Period. Signs shall only be permitted within the hours of noon Friday through noon Monday.

11. Neighborhood Promotional. A Neighborhood Promotional sign shall be a temporary sign with the purpose of identifying a newly opened model home, neighborhood closeout or similar advertisement.

(a) Number and Location. A maximum of two signs per individually platted neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 96 square feet shall be permitted for such sign face.

(d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.

(e) Time Period. Signs shall only be permitted for a maximum of two weeks and no more than two times annually for each neighborhood.

12. Banner. A Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.

(a) Number and Location. A maximum of one sign per neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 36 square feet shall be permitted for each sign face.

(d) Time Period. A Banner sign shall be permitted for a maximum of four weeks and no more than six times annually for each neighborhood.

13. Banner, Seasonal. A Seasonal Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.

(a) Number and Location. Signs shall be located within the neighborhood being advertised. Signs shall be permitted within the public right-of-way if affixed to illumination poles along internal collector thoroughfares provided banners are installed on behalf of and maintained by homeowners' association or property owners' association.

(b) Sign Faces. A maximum of two sign faces shall be permitted.

(c) Maximum Surface Area. A maximum surface area of 36 square feet shall be permitted for each sign face.

(d) Time Period. A Banner sign shall only be permitted for a maximum of four weeks and no more than six times annually for each neighborhood.

SECTION 3

In the event of any conflict between the Development Agreement and this ordinance or any zoning ordinance adopted by the City Council applicable to the Property, the provisions of the Development Agreement will prevail, except as expressly agreed in writing by Owner, the City, and the owners of the portion of the Property subject to such zoning ordinance.

SECTION 4

Development Plan is waived. The Property shall be developed consistent with the Concept Plan pursuant to the Development Agreement.

SECTION 5

Site plan is waived.

SECTION 6

The City Secretary is hereby directed to amend the official zoning map to reflect the changes in zoning referenced in this ordinance.

SECTION 7

That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 8

Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 9

All rights or remedies of the City of New Fairview, Texas, are expressly saved as to any and all violations of the city's zoning ordinance, as amended, or any other ordinance affecting zoning and land use thereto that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 10

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 11

The City Secretary of the City of New Fairview, Texas, is hereby directed to publish in the official newspaper of the City of New Fairview, the caption, penalty clause, publication clause, and effective date clause of this Ordinance for two (2) days as required by section 52.012 of the Texas Local Government Code.

SECTION 12

This Ordinance shall take effect from and after its date of passage and publication in accordance with law, and it is so ordained.

PASSED AND APPROVED ON THIS _____ DAY OF _____, 2020.

Joe Max Wilson, Mayor

ATTEST:

Monica Rodriguez, City Secretary

Exhibit A
Legal Description of the Property

All that certain lot, tract, or parcel of land, situated in a portion of the William C. Brookfield Survey, Abstract No. 34, the Robert A. Walker Survey, Abstract No. 1392, Denton County, Texas, being all of those certain called 398 acre tract and 335.6 acre tract described in a deed to BCT Justin Property, LP recorded in Instrument No. 2014-84946 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a railroad spike found for the Southwest corner of said 398 acre tract, the Northwest corner of a called 322.98 acre tract described in a deed to SEF Holdings, Ltd. recorded in Instrument No. 2015-100230 (DRDCT), being in the approximate centerline intersection of Dove Hollow Lane and South County Line Road, said point being the recognized Southwest corner of said Robert A. Walker Survey, the recognized Northwest corner of James C. Jack Survey, Abstract No. 679, and the recognized East line of the Green B. Buchanan Survey, Abstract No. 32;

THENCE North 00 deg. 10 min. 24 sec. West along the West line of said 398 acre tract and the recognized West line of said Robert A. Walker Survey and the recognized East line of said Green B. Buchanan Survey, and the recognized East line of the Smith County School Land Survey, Abstract No. 1137, a distance of 5636.68 feet to a railroad spike found for the Northwest corner of said 398 acre tract and being the Southwest corner of a remainder of called 70.75 acre tract described in a deed to Walter Stewart Miller, III recorded in Volume 4575, Page 2577 (DRDCT);

THENCE North 89 deg. 55 min. 08 sec. East departing said Survey lines and continue along the North line of said 398 acre tract and the South line of said 70.75 acre tract, a distance of 342.59 feet to a 1/2" iron rod found "bent" in the South right-of-way line of Farm-to-Market Highway No. 407 (90' right-of-way width), said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 617.96 feet, a central angle of 22 deg. 00 min. 02 sec., and being subtended by a chord which bears South 79 deg. 04 min. 51 sec. East - 235.83 feet;

THENCE in an easterly direction along said curve to the left, departing said North and South lines, and continue along said South right-of-way line, a distance of 237.29 feet to a 1/2" iron rod found;

THENCE North 89 deg. 55 min. 08 sec. East tangent to said curve and continue along said South right-of-way line, a distance of 1797.59 feet to a 5/8" iron rod found;

THENCE North 89 deg. 56 min. 08 sec. East along said South right-of-way line, a distance of 3240.21 feet to a 5/8" iron rod found in the East line of said 335.6 acre tract and the West line of a called 191.8 acre tract described in a deed to Rosemarie Green Peterson and James Martin Green recorded in Volume 4172, Page 1024 (DRDCT);

THENCE South 00 deg. 24 min. 47 sec. East along said East and West lines, a distance of 5614.78 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southeast corner of said 335.6 acre tract and the Southwest corner of said 191.8 acre tract, same being the Southwest corner of a called 770.8 acre tract described in a deed to Nannie B. Andrews, et al recorded in Volume 112, Page 57 (DRDCT), said 770.8 acre tract being a senior tract of said 191.8 acre tract, and being in the recognized South line of said William C. Brookfield Survey and the recognized North line of said James C. Jack Survey, from which a railroad spike found for the recognized Northeast corner of said James C. Jack Survey bears South 89 deg. 50 min. 15 sec. East - 6642.23 feet and from which a 5/8" iron rod found for the Southeast corner of said 770.8 acre tract bears South 89 deg. 50 min. 15 sec. East - 7151.49 feet;

THENCE North 89 deg. 50 min. 15 sec. West along the South lines of said 335.6 acre tract and 398 acre tract, the recognized South line of said William C. Brookfield Survey, the recognized South line of said Robert A. Walker Survey, and the recognized North line of said James C. Jack Survey, a distance of 5635.41 feet to the POINT OF BEGINNING, containing 31,529,676 square feet or 723.822 acres of land, more or less

Exhibit B
Zoning Exhibits

Attachment 1
Driveways for Type A Lots

Attachment 2
Connectivity Plan

Attachment 3
Parking Requirements

Attachment 4
Commercial Use Table

Exhibit A

All that certain lot, tract, or parcel of land, situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, being part of that certain called 322.98 acre tract described in a deed to SEF Holdings, Ltd. recorded in Instrument No. 2015-100230 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a railroad spike found for the Northwest corner of said 322.98 acre tract, the Southwest corner of a called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 (DRDCT), being the recognized Northwest corner of said James C. Jack Survey, the recognized Southwest corner of Robert A. Walker Survey, Abstract No. 1392, and being in the recognized East line of the Green B. Buchanan Survey, Abstract No. 32, said point also being at the intersection of South County Line Road and Dove Hollow Lane;

THENCE South 89 deg. 50 min. 15 sec. East along the North line of said 322.98 acre tract, the South line of said 723.822 acre tract, the recognized North line of said James C. Jack Survey, and the recognized South line of said Robert A. Walker Survey, a distance of 1,215.91 feet;

THENCE South 00 deg. 06 min. 41 sec. West departing said North and South lines, a distance of 3,537.20 feet to a Point of Curvature of a non-tangent circular curve to the right, having a radius of 2,640.00 feet, a central angle of 56 deg. 22 min. 29 sec., and being subtended by a chord which bears South 28 deg. 12 min. 06 sec. West - 2,494.05 feet;

THENCE in a southwesterly direction along said curve to the right, a distance of 2,597.57 feet to the West line of a called 1.789 acre right-of-way dedication for South County Line Road recorded in a deed to Denton County, Texas recorded in Instrument No. 2018-30901 (DRDCT);

THENCE in a northerly direction along the East line of said 1.789 acre tract the following six (6) courses;

North 00 deg. 32 min. 58 sec. East, a distance of 535.12 feet to a 5/8" capped iron rod found stamped "TNP" for a Point of Curvature of a circular curve to the left, having a radius of 2,530.00 feet, a central angle of 0 deg. 59 min. 35 sec., and being subtended by a chord which bears North 00 deg. 03 min. 11 sec. East - 43.85 feet;

Continue in a northerly direction along said curve to the left, a distance of 43.85 feet to a 5/8" capped iron rod found stamped "TNP";

North 00 deg. 26 min. 37 sec. West tangent to said curve, a distance of 204.37 feet to a 5/8" iron rod found;

North 02 deg. 25 min. 07 sec. East, a distance of 100.12 feet to a 5/8" capped iron rod found stamped "TNP";

North 00 deg. 26 min. 37 sec. West, a distance of 325.85 feet;

North 00 deg. 15 min. 33 sec. East, a distance of 179.87 feet to a 5/8" capped iron rod found stamped "TNP" for the most northerly corner of said 1.789 acre tract and being in the East line of a called 0.495 acre right-of-way dedication described in a deed to Denton County, Texas recorded in Instrument No. 2016-95239 (DRDCT);

THENCE in a northerly direction along the East line of said 0.495 acre tract the following five (5) courses;

North 22 deg. 8 min. 51 sec. East, a distance of 38.15 feet;

North 0 deg. 20 min. 46 sec. East, a distance of 150.00 feet to a 5/8" capped iron rod found stamped "TNP";

North 21 deg. 26 min. 19 sec. West, a distance of 53.85 feet to a 5/8" iron rod found "bent";

North 0 deg. 20 min. 46 sec. East, a distance of 21.44 feet to a 5/8" iron rod found;

North 01 deg. 35 min. 51 sec. West, a distance of 50.03 feet to a 5/8" iron rod found "bent" for the Northeast corner of said 0.495 acre tract;

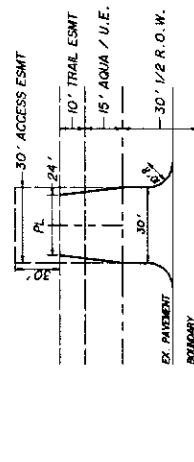
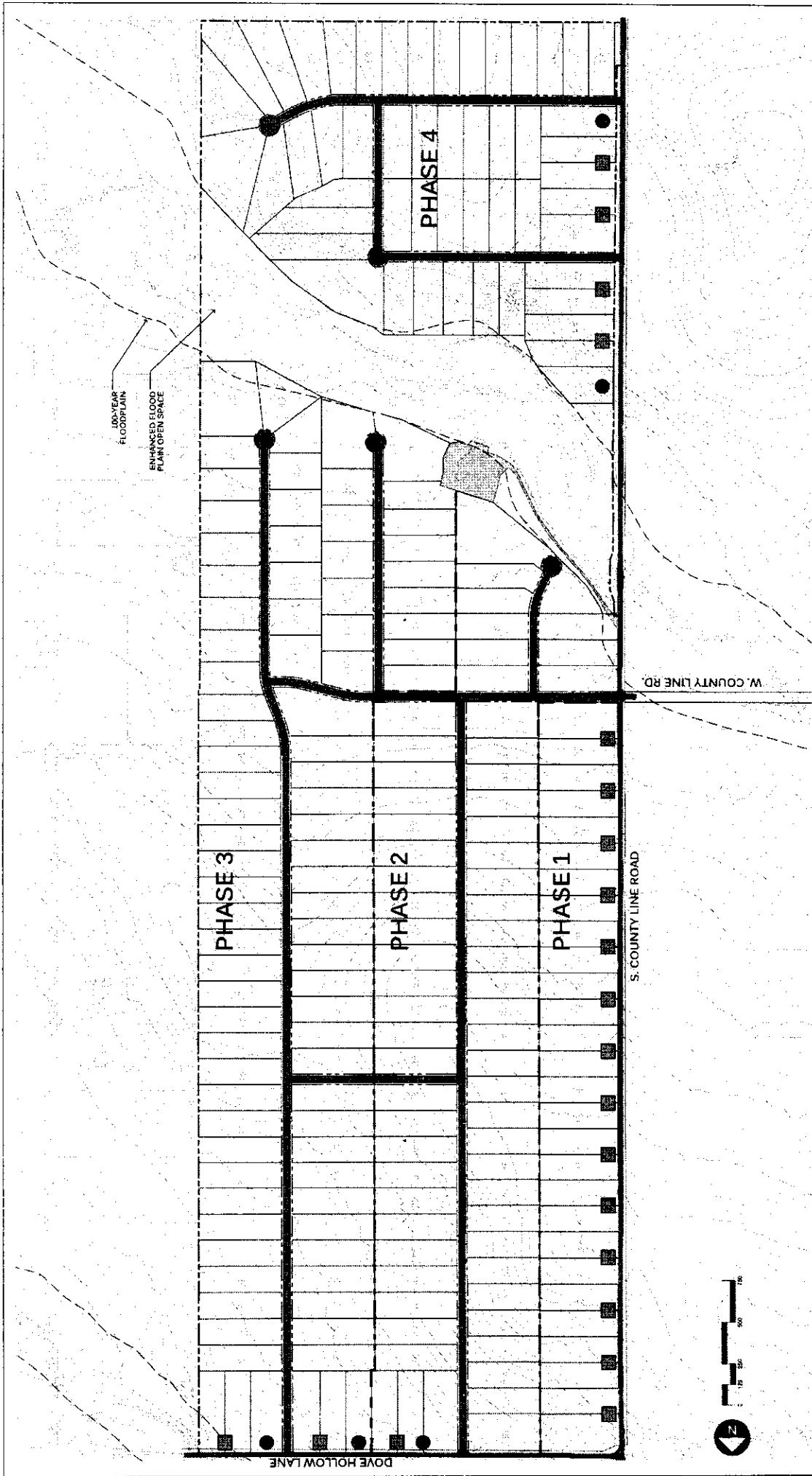
THENCE North 89 deg. 55 min. 32 sec. West along the North line of said 0.495 acre tract, a distance of 28.50 feet to the West line of said 322.98 acre tract and the approximate centerline of said South County Line Road;

THENCE North 0 deg. 15 min. 48 sec. East along said West line and centerline, a distance of 391.10 feet to a P.K. nail set with washer at a previously found railroad spike now obliterated;

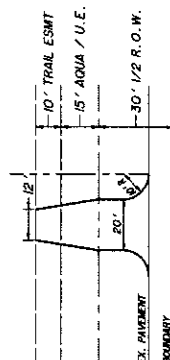
THENCE North 0 deg. 3 min. 54 sec. West along said West line and centerline, a distance of 3,651.53 feet to the **POINT OF BEGINNING**, containing 6,109,122 square feet or 140.246 acres of land, more or less.

Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

Attachment 1
Access Approach Exhibit



TYPICAL 1 ACRE LOTS SHARED ACCESS APPROACH
N.T.S.



TYPICAL 1 ACRE LOT SINGLE ACCESS APPROACH
N.T.S.



GOODWIN &
MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
FORT WORTH - PHOENIX - MEMPHIS - DOWER

DOVE HOLLOW

APRIL 2020

Attachment 2
Parking

27.1 PARKING TABLE

Except as otherwise provided in this section, off-street parking spaces shall be provided as follows:

Schedule of Parking Requirements		
Land Use	Requirements	Additional Requirements
Residential		
Single-Family Detached Units	2 / unit	
Duplex	2 / unit	None
Townhouse, Condominium, Duplex, Triplex, Quadruplex or Row	3 / unit	None
Multi-Family	1.5 / 1 bed unit 2 / 2 bed unit 2.5 / 3 bed unit	None
HUD Code Manufactured Home	2 / unit	None
Boarding or Rooming House, Hotel or Motel / Residence Motel or Inn	1 / residential unit	1 additional space for 200 sq. ft. of Exhibit or Ballroom space, plus 1 space per 100 sq. ft. of Meeting Rooms, plus 1 space per 2.5 seats in Restaurant and Lounge
Retirement Housing: Ambulatory Independent Residents	1.5 / unit	None
Retirement Housing: Nursing Home Facilities	1 / 2 beds	None
Dormitory	1.5 / 2 occupants for designed occupancy	None
Fraternity, Sorority, or Lodge	1 / 125 sq. ft.	none

EXHIBIT B

NEW FAIRVIEW E.T.J.

TOSAS



City Council Agenda June 15, 2020

Agenda Item: 7D Resolution (Action Item)

Agenda Description:

Discuss, consider and possible action approving a Resolution approving an agreement with the Justin Volunteer Fire Department and Ambulance Services and authorize the Mayor to sign the agreement.

Background Information:

Part of the City of New Fairview is located in Denton County. With the construction of new homes in Falcon Ridge and the pending developments in Constellation Lakes and Dove Hollow, it is necessary for the City to execute an agreement with the Justin Volunteer Fire Department and Ambulance Services to provide such services in that part of the City.

The agreement provides for ambulance and fire services within the New Fairview city limits in Denton County. The department's previous agreement will continue to provide for those citizens in New Fairview's ETJ within Denton County.

Financial Information:

\$2,000 annually. Those who use EMS services will be billed directly.

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends that Council approve the resolution and the agreement and authorize the Mayor to sign the agreement.

Attachments:

Resolution

Agreement



**City of New Fairview, Texas
Resolution No. 2020-21-111**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX ADOPTING THE SAFETY
MANUAL**

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 have a fire and EMS services provided for that part of the City
located in Denton County; and

WHEREAS, the Justin Volunteer Fire Department-Ambulance Services desires to provide fire
suppression and EMS services to the City of New Fairview.

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

1. The City Council of New Fairview has reviewed the contract with the Justin Volunteer
Fire Department-Ambulance Services and determines it to be acceptable; and
2. That this Resolution shall cause the contract to take effect immediately upon its approval.

PRESENTED AND PASSED on this **15th day of June**, at a meeting of the New Fairview City
Council.

APPROVED:

ATTESTED:

Joe Max Wilson
Mayor

Monica Rodriguez
City Secretary



**THE CITY OF NEW FAIRVIEW
THE COUNTY OF DENTON**

§
§
§
§
§
§

**JUSTIN VOLUNTEER FIRE
DEPARTMENT – AMBULANCE
SERVICES**

STATE OF TEXAS

**INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION AND AMBULANCE SERVICES**

THIS AGREEMENT, which has an effective date of June 15, 2020, is made and entered into by and between the City of New Fairview, a political subdivision of the State of Texas, hereinafter referred to as “the **CITY**,” and the Justin Volunteer Fire Department, a non-profit agency, located in Denton County, Texas, hereinafter referred to as the “**AGENCY**”.

WHEREAS, the **CITY** is a duly organized political subdivision of the State of Texas engaged in the administration of municipal government and related services for the benefit of the citizens of New Fairview; and

WHEREAS, the **AGENCY** is a non-profit agency, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of Justin, Texas; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing and fire prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **CITY** desires to obtain fire protection services, emergency ambulance and related services for the benefit of the residents of New Fairview that reside in Denton County which the **AGENCY** is capable of providing; and

WHEREAS, the provision of fire protection, emergency ambulance and related services are a governmental function that serves the public health and welfare and is a mutual concern to both the **CITY** and the **AGENCY**; and

WHEREAS, the **CITY** desires to expend City funds to defray the expense of establishing, operating and maintaining fire protection and ambulance services in New Fairview city limits in Denton County; and

WHEREAS, the **CITY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791, and

NOW, THEREFORE, the **CITY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I. TERM

The term of this agreement shall be for a period beginning June 15, 2020, and ending September 30, 2021.

II. DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
 - 1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or

2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time but shall be considered as only one call.

III.

SERVICES

The services to be rendered under this agreement by the **AGENCY** are the fire protection and ambulance services normally rendered by the **AGENCY** to the citizens of Justin in circumstances of emergency, but which services will now be extended to all citizens of the **CITY** residing within the City limits of New Fairview within Denton County and within the operating jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **CITY** in this Agreement and as set forth in "Exhibit A", attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering fire protection and ambulance services to citizens of the **AGENCY** and the **CITY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgement of the officer and employee shall be final.

The **CITY** shall designate the City Administrator to act on behalf of the **CITY** and to serve as "Liaison Officer" between the **CITY** and the **AGENCY**. The City Administrator, or designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **CITY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **CITY** engaged in the performance of this agreement.

IV.

PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY'S** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **CITY**.

V.

COMPENSATION

The **CITY** agrees to pay the **AGENCY** for the full performance of services as provided in this agreement the fixed sum of **\$3,000.00**, with **\$1,000.00** payable upon execution of this Agreement, and **\$2,000.00** payable on October 1, 2020. The **CITY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **CITY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **CITY** and in conformance with applicable state law.

VI.

FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **CITY**, upon request by the **CITY**.

VII.

RESPONSIBILITY OF THE CITY

The **CITY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **CITY** who are engaged in the performance of this agreement.

VII.

RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this agreement.

VIII.

APPLICABLE LAW

The **CITY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791, the Texas Local Government Code, Chapter 352, and the Texas Health Safety Code, Section 774.003. This agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally permissible

the **CITY** and the **AGENCY** agree to be bound by the above-mentioned statutes as they exist as of the date of this agreement.

IX.

DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this agreement due to default. Unless the default is cured, this Agreement will terminate.

X.

TERMINATION

This Agreement may be terminated any time, by either the **CITY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **CITY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.

GOVERNMENTAL IMMUNITY

The fact that the **CITY** and the **AGENCY** accept certain responsibilities relating to the rendering of fire protection and ambulance services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as governmental functions and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **CITY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **CITY** and the **AGENCY** and supersedes all prior negotiations, representations, and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.
LAW AND CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.
SEVERABILITY

In the event that any portion of this Agreement shall be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.
AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have necessary authority to execute this Agreement on behalf of the parties.

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED in triplicate originals on the dates set forth below.

CITY

City of New Fairview
999 Illinois Lane
New Fairview, TX 76078

By _____
Joe Max Wilson
Mayor, New Fairview

Acting on behalf of and by the
authority of New Fairview, TX
City Council

DATED _____

ATTEST:

BY: _____
City Secretary

APPROVED AS TO FORM:

BY: _____
City Attorney

AGENCY

Justin Volunteer Fire Department
P.O. Box 613
Justin, TX 76247

By _____
Justin Fire Chief

Acting on behalf of and by the
authority of the Justin Volunteer Fire
Department

DATED _____



City Council Agenda June 15, 2020

Agenda Item: 7E Resolution (Action Item)

Agenda Description:

Discuss, consider and possible action approving a Resolution requesting New Fairview's allocation of Coronavirus Relief Funds (CRF) be transferred to Wise County for access in relation to CARES Act CRF reimbursement.

Background Information:

The public health emergency from Covid19 has resulted in substantial economic impact to Wise County citizens and businesses. In response to Covid19, the US Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES). The State allotment of that funding totals \$11.24 billion. The State Administrative Agency (SAA) for these funds to the local jurisdictions is the Texas Division of Emergency Management (TDEM) who has created the Coronavirus Relief Fund (CRF). 18 jurisdictions in Texas have populations over 500,000 and received payment of \$3.2 billion directly from the U.S. Treasury. Of the remaining \$8.04 billion, the CRF has allocated \$1.85 billion to be used by local jurisdictions calculated at a rate of \$55 per capita. **The combined total allocated for Wise County is \$3,849,120. All eligible jurisdictions are able to take a 20% draw of their disbursement and the remaining balance will be available on a reimbursement basis. The total 20% that is immediately available for drawdown is \$769,824.**

The City of New Fairview has been allocated \$86,955 of CARES Act funds with 20% of that totaling \$17,391. Wise County is requesting all cities transfer their 20% allocation to the County.

The County has incurred significant unbudgeted costs and will be seeking reimbursement for those. The county cost on equipment so far is roughly \$60,000. Cost for overtime is roughly \$30,000. There is an additional \$50-\$60 thousand dollars in cost we know exist but are waiting on a determination of eligibility for on reimbursement. Currently, we are anticipating in the neighborhood of \$150,000 in eligible costs for reimbursement. These costs include providing personal protective equipment (PPE) to all police and fire departments in the County, nursing homes and assisted living facilities.

The cost burden on the County will continue to grow as they prepare to continue to source PPE and ensure an available stockpile should the predictions come true that Covid19 reemerges in the fall. For this reason, they anticipate an additional \$100,000 in expenses.

If the County were to apply for and receive the 20% available drawdown and hold back the \$150,000 in existing expenditures plus the anticipated \$100,000 in future expenditures, this will leave \$220,899 to be contributed to the Wise Recovers Economic Relief Fund.

CITY CONTRIBUTION

If every city were to contribute the 20% that is immediately available, combined with the county contribution of \$220,899, the total available for the fund would be \$548,925. The remaining 80% in a city's allocation will remain available for the city to use for reimbursable COVID-19 expenses.

RELIEF FUND

The \$548,925 will be used to provide relief to small businesses and PNPs. We will make a \$21,000 allocation to the United Way of Wise County to be divided equally (\$3,000 each) between the Wise Area Relief Mission (WARM), South Wise Services, Southeast Wise County Community Services, Wise County Meals on Wheels, Wise County Court-Appointed Special Advocates (CASA), Wise County Domestic Violence Task Force (Wise Hope), and Wise Kid Care. Relief to PNP in the county will be done utilizing the Wise County United Way.

The remaining funds will be distributed as a \$3,000 grants to local businesses who were shut down due to the public health emergency. Eligible businesses must be located in Wise County and were forced to shut down/close all or part of their business due to a COVID-19-related government order.

Grants may be used for business rent/mortgage assistance, business utility assistance, and payroll for staff still working for the business and not receiving unemployment benefits. Businesses cannot use the funding for an area in which they have already received federal funding. For example, if a business received funding from the Paycheck Protection Program (PPP), they cannot use the Wise Recovers grant for payroll, but they can use it for one of the other eligible areas.

Financial Information:

There is no financial impact.

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends that Council approve the resolution and transfer the City's allocation to Wise County.

Attachments:

Resolution

Letter from the Mayor



**City of New Fairview, Texas
Resolution No. 2020-22-112**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX APPROVING THE
TRANSFER OF ITS 20% ALLOCATION OF CORONAVIRUS RELIEF FUNDS TO
WISE COUNTY**

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 of New Fairview is entitled to a 20% allocation of Coronavirus Relief
Funds from the Texas Division of Emergency Management (TDEM) totaling
\$17,391; and

WHEREAS, the City desires to transfer its 20% allocation of Coronavirus Relief Funds (CRF)
to Wise County for the Wise Recovers Economic Relief Fund.

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

1. The City Council of New Fairview has reviewed the Wise Recovers Economic Relief
Fund plan and determines it to be acceptable; and
2. That this Resolution shall cause the Mayor to sign the letter to the Texas Division of
Emergency Management (TDEM) authorizing the transfer of the funds from New
Fairview to Wise County to take effect immediately upon its approval.

PRESENTED AND PASSED on this 15th day of June, at a meeting of the New Fairview City
Council.

APPROVED:

Joe Max Wilson
Mayor

ATTESTED:

Monica Rodriguez
City Secretary



TDEM,

This letter serves to notify you the City of New Fairview, Texas requests to transfer the entire 20% CRF allocation to Wise County for access in relation to CARES Act CRF reimbursement. All rights and responsibilities for the City's allocation will be transferred to the county who will administer the funds under the terms and conditions agreed upon by the City and Wise County.

Signed,

Joe Max Wilson

Mayor

City of New Fairview

999 Illinois Lane

New Fairview, TX 76078



City Council Agenda June 15, 2020

Agenda Item: 7F Resolution (Action Item)

Agenda Description:

Discuss, consider and possible action approving a Resolution adopting the 2020-2021 Strategic Plan.

Background Information:

The City Council held a strategic planning retreat on May 16, 2020. At the retreat Council discussed strategic goals and objectives and conducted multi-voting on Council priorities. The interim city administrator has collected the information from the planning session and prepared a draft strategic plan as well as an organizational work plan to provide staff direction during the next fiscal year.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends that Council approve the resolution and adopt the Strategic Plan.

Attachments:

Resolution

City of New Fairview 2020-2021 Strategic Plan



**City of New Fairview, Texas
Resolution No. 2020-23-113**

A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX ADOPTING THE 2020-2021 STRATEGIC PLAN

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 have a strategic plan to provide guidance to City staff and transparency to New Fairview citizens.

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

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

PRESENTED AND PASSED on this **15th day of June**, at a meeting of the New Fairview City Council.

APPROVED:

ATTESTED:

Joe Max Wilson
Mayor

Monica Rodriguez
City Secretary

**Strategic Plan
City of New Fairview
May 2020**

The New Fairview City Council held a strategic planning workshop on May 16. The interim city administrator, Alan Guard, led the Council through some exercises including a SWOT analysis, a discussion of core values, a discussion of the FY 2021 budget-in-progress, five-year financial plan and street program. In addition, the City received 13 completed questionnaires from the community at-large.

Strengths identified – Country living, rural lifestyle, voting site, City hours of service, kind neighbors, school district, neighborhoods, low crime rate, location, controlled growth.

Weaknesses identified – Streets, water quality, perceived lack of transparency at City Hall, specific crime, no City police or fire departments, perceived lack of accountability, no community events, lack of businesses and commercial tax base, water and sewer services.

Opportunities – Homestead, senior, disabled veteran's exemptions, rehabilitate streets, improve crime control, City park, city-wide events, planning and zoning commission, better communication with citizens, use of property around City Hall, business corridor along US 287, better public safety

Threats – Growth, water issues, lack of oversight, crime, traffic, brush fires, tornado.

At the end of the meeting Council uses colored dots to identify priority areas for staff to focus on over the next 1-2 years. The list on the left identify Council priorities. The first number is the total score (weighted) and the second number is the number of dots (intensity) for that priority.

The table on the right is the priorities as identified by the 13 community questionnaires. They were asked to rank priorities 1-10 with 1 being the most important. The lower the score, the higher the priority.

Council Priorities

75/18 Infrastructure – Streets
61/15 Financial Sustainability
50/11 Staff Retention and Turnover
48/12 Community Planning
47/13 Fire/EMS
33/9 Economic Development/Jobs
26/6 Police/Safe Community
25/7 Park Development
6/2 Infrastructure – Water/Sewer
0/0 Recreation Opportunities

Priorities - Community Survey	Total	Avg
Streets	27	2.077
Police	46	3.538
Fire/EMS	48	3.692
Water/Sewer	57	4.385
Financial Sustainability	71	5.462
Park Development	79	6.077
Community Planning	84	6.462
Economic Development	85	6.538
Recreation	90	6.923
Staff Retention	128	9.846

Both the Council and the community identified streets as the most important priority. Council's priorities reflect a long-range planning approach, while the community responses reflect more of an immediate need for direct services. This information is critical for creating a work plan for staff that attempts to address both the Council's vision and the community's vision.

Core Values

Staff identified six core values of the organization. These core values help establish the kind of culture they would like to work in and the environment that citizens receive services. These core values are:

- Citizen-oriented
- Transparent
- Honest
- Reliable
- Teamwork
- Life-long learning

Vision Statement

New Fairview is a place where:

Friendly people are working together to create a safe, welcoming community.

The City Council is committed to maintaining our rich heritage and rural lifestyle while building new neighborhoods that will create our compelling future.

Mission Statement

Our mission is to deliver quality city services with integrity and transparency, and the commitment to achieve New Fairview's vision. We serve our community with kind, competent and friendly customer service while displaying patience and understanding.

2020-2021 Work Plan

The staff work plan identifies goals and objectives that will address issues under each of the Council priorities. Tasks identified will have a timeline (or be on-going) and a responsible party.

Streets

- Provide pothole patching as needed. Public Works (On-going)
- Make repairs to the drainage system. Public Works (On-going)
- Prepare Street Rehabilitation Program. Engineering, City Administrator (3rd quarter, 2020)
- Hold bond election in November for Street Program. City Administrator, City Council, City Secretary (4th Quarter, 2020)
- If bond election is approved, execute Street Program. Engineering, City Administrator (2020-2024)
- Prepare capital budget with future street construction. City Administrator (On-going)
- Identify grants that can be used for street construction. City Administrator (On-going)

Financial Sustainability

- Prepare FY 2021 Budget. City Administrator, City Council (2nd and 3rd Quarters, 2020)
- Prepare five-year financial plan. City Administrator, City Council (2nd and 3rd Quarters, 2020)
- Prepare a five-year capital budget. City Administrator, City Council (2nd and 3rd Quarters, 2020)
- Complete audits for FY 2015 through FY 2019. Auditor, City Administrator, City Secretary (2nd Quarter, 2020)
- Implement new financial software. City Administrator, City Secretary (3rd Quarter, 2020)

- Hire Financial Consultant to assist in software implementation and train City Secretary on new system. City Administrator, City Secretary (3rd Quarter, 2020)
- Prepare and adopt financial policies. City Administrator, City Council (2nd and 3rd Quarters, 2020)
- Enhance financial transparency on the new City website. City Administrator, City Clerk (2nd and 3rd Quarters)
- Identify grant opportunities to hire future staff. City Administrator (On-going)
- Identify grant opportunities to fund future capital projects. City Administrator (On-going)

Staff Retention and Turnover

- Prepare job descriptions and performance evaluations. City Administrator (2nd Quarter, 2020)
- Adopt a pay plan. City Administrator, City Council (3rd Quarter, 2020)
- Prepare bid proposal for health, dental and medical insurance. Benefits consultant, City Administrator)
- Prepare and adopt a Safety Manual. City Administrator, City Council (3rd Quarter, 2020)
- Prepare and adopt Employee Procedure Manual. City Administrator, City Council (3rd Quarter, 2020)
- Incorporate appropriate employee training in each employees' performance evaluation. City Administrator (2nd Quarter, 2020 and on-going).
- Conduct a Council-Staff Visioning Retreat. All (1st Quarter, 2021)

Community Planning

- Prepare/Update a comprehensive Plan. City Administrator, Planning Consultant, City Council (1st and 2nd Quarter, 2021)
- Prepare a Parks Master Plan. City Administrator (2nd and 3rd Quarter, 2021)
- Prepare a Thoroughfare Master Plan. City Administrator, Engineering, NCTCOG, Wise County (2nd and 3rd Quarter, 2021)
- Reconstitute Planning and Zoning Commission. City Administrator (1st Quarter, 2021)

Fire/EMS

- Adopt International Building Code 2015. City Administrator (3rd Quarter, 2020)
- Contact East Wise County Volunteer Fire Department to discuss Fire services. City Administrator (3rd Quarter, 2020)
- Contact City of Justin to discuss Fire services. City Administrator (3rd Quarter, 2020)
- Cleanup and prepare Fire staff quarters. Public Works, City Secretary, City Clerk (3rd and 4th Quarter, 2020)
- Plan for water storage behind multi-purpose building. Public Works, City Administrator (3rd Quarter, 2020)
- Plan for future staffing and equipment. Identify grants. City Administrator (2nd Quarter, 2021)

Economic Development

- Work with Texas A&M Agrilife Extension Service to create long-range economic development plan. City Administrator (2021)

- Identify commercial corridors in the comprehensive plan. City Administrator, Planning Consultant (2021)
- Work with Wise County to coordinate economic development efforts. City Administrator (2021)
- Work with NCTCOG to identify grants for economic development opportunities.
- Develop impact fees for future street construction. City Administrator (1st, 2nd, and 3rd Quarters 2021)

Police/Safe Community

- Continue to work with Wise County Sheriff Department. City Administrator (On-going)
- Prepare for future department. City Administrator (On-going)
- Contact Denton County Sheriff to clarify law enforcement in the Denton County part of New Fairview. City Administrator (3rd Quarter 2020)

Park Development

- Identify parks in the five-year capital budget. City Administrator (2nd and 3rd Quarter, 2020)

Water/Sewer

- Provide oversight of the installation of new water and sewer systems in new developments. Public Works, Inspection Consultant (On-going)



City Council Agenda June 15, 2020

Agenda Item: 7G Resolution (Action Item)

Agenda Description:

Discuss, consider and possible action approving a Resolution adopting the Safety Manual.

Background Information:

The City of New Fairview is in need of a safety manual to provide direction and provide risk mitigation for City staff. The interim city administrator has prepared a safety manual. This manual has been prepared using safety manuals from other cities including Enid, OK, Pilot Point, TX, and Celina, TX.

The manual is over 200 pages. It is available for review at City Hall.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends that Council approve the resolution and adopt the Safety Manual.

Attachments:

Resolution



**City of New Fairview, Texas
Resolution No. 2020-24-114**

A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX ADOPTING THE SAFETY MANUAL

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 have a safety plan to provide guidance to City staff and mitigate risk in the workplace.

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

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

PRESENTED AND PASSED on this **15th day of June**, at a meeting of the New Fairview City Council.

APPROVED:

ATTESTED:

Joe Max Wilson
Mayor

Monica Rodriguez
City Secretary