

CITY COUNCIL AGENDA

JULY 13, 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/cnfcclerks>

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 MEETING 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 June 1, June 10, June 15, June 18 and June 22, 2020

B. Approve to extend the application for Pioneer Ranch preliminary plat till the next monthly meeting in August 2020

C. Approve to extend the application for Pioneer Ranch final plat till the next monthly meeting in August 2020

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 Annexation Services Agreement related to the 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.

B. Discuss, consider and act on Ordinance No. 2020-17-209 for the 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. Continue 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 Ordinance No. 2020-18-210 zoning 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-as Planned Development for Single-Family Residential.

E. Discuss, consider and act to approve a contract with Benjamin Nibarger as City Administrator for New Fairview.

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 10th day of July 2020 at 7:00 PM at least 72 hours preceding 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 Agenda July 13, 2020

Agenda Item: Dove Hollow Annexation Services Agreement

Agenda Description:

Discuss, consider and act on Annexation Services Agreement related to the 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. The property owner submitted a petition for the annexation of the property into the City on May 4, 2020. The City Council held a public hearing on the annexation of the property on June 15, 2020. Section 43.10672 of the Texas Local Government Code requires that the governing body of the municipality negotiate and enter into a written agreement with the owners of the land in the area for the provision of services in the area.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends you approve the annexation services agreement with Dove Hollow Development, LLC concerning the annexation of the property into the City of New Fairview.

Attachments:

Annexation Services Agreement

**ANNEXATION SERVICE AGREEMENT BETWEEN
THE CITY OF NEW FAIRVIEW AND DOVE HOLLOW DEVELOPMENT, LLC**

As required by Section 43.0672 of the Texas Local Government Code, this Annexation Service Agreement (this "Agreement") shall serve as a written agreement between the City of New Fairview, Texas (the "City") and Dove Hollow Development, LLC (the "Parties") concerning the provision of services to the territory described in the attached and incorporated Exhibit A and depicted in the attached and incorporated Exhibit B (the "Annexed Area").

A. The Parties agree as follows concerning the services that are to be provided within the Annexed Area on the effective date of the annexation:

1. **POLICE PROTECTION**

The City currently provides limited police protection within the City by contract with the Wise County Sheriff's Department. In addition to the City's contract for limited provision of police protection, police protection may be available through the Denton County Sheriff's Department.

2. **FIRE PROTECTION AND AMBULANCE SERVICE**

The City currently contracts with the Justin Volunteer Fire Department to provide fire protection or emergency medical services to the portions of the City located within Denton County. Fire protection and emergency medical services may also be available through Denton County.

3. **SOLID WASTE COLLECTION**

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

The City may not prohibit the collection of solid waste in the Annexed Area by a privately owned solid waste management service provider or offer solid waste management services in the Annexed Area for two years after the date of annexation of the Annexed Area, unless a privately owned solid waste management service provider is unavailable. The City is not required to provide solid waste collection services to a person who continues to use the services of a privately owned solid waste management service provider that continues in operation in the Annexed Area.

4. OPERATION AND MAINTENANCE OF WATER AND WASTEWATER FACILITIES

The City does not own, operate or maintain any water or wastewater facilities in the Annexed Area. Consequently, the City has no duty to operate or maintain water and wastewater facilities within the Annexed Area as of the annexation date

5. OPERATION AND MAINTENANCE OF ROADS AND STREETS

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

6. OPERATION AND MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

There are currently no parks, playgrounds or swimming pools in the Annexed Area. Consequently, the City has no duty to operate or maintain parks, playgrounds and swimming pools within the Annexed Area as of the annexation date.

7. MAINTENANCE OF MUNICIPALLY OWNED FACILITIES, BUILDINGS OR MUNICIPAL SERVICES

There are currently no municipally owned facilities, buildings or other municipal services in the Annexed Area. Consequently, the City has no duty to operate or maintain parks, playgrounds and swimming pools within the Annexed Area as of the annexation date.

B. The Parties agree on the following schedule for the City to provide services that are not provided within the Annexed Area on the effective date of the annexation:

1. If the City commences providing police protection, fire protection, ambulance service or other public safety services within the City, the City shall provide such services within the Annexed Area on the same schedule and the same terms as such services are provided in other areas of the City.

2. If the City commences providing any other services that are generally available within the City limits, the City will provide such services within the Annexed Area on the same schedule and the same terms as such services are provided in other areas of the City. It is the Parties' intent that the City will provide all services within the Annexed Area for which the City assesses and collects taxes within the Annexed Area.

3. The City will operate and maintain any municipally owned facility or building constructed within the Annexed Area.

The Parties agree that the terms of this Agreement will not provide any fewer services, and it will not provide a lower level of service in the Annexed Area than were in existence in such area at the time immediately preceding the annexation process.

The Parties agree that the City is not required to provide a service in the Annexed Area that is not included in this Agreement.

EXECUTED ON THIS ____ DAY OF _____, 2020.

City of New Fairview, Texas

Mayor

ATTEST:

City Secretary

Dove Hollow Development, LLC,
A Texas limited liability company

By: _____

Title: _____

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;

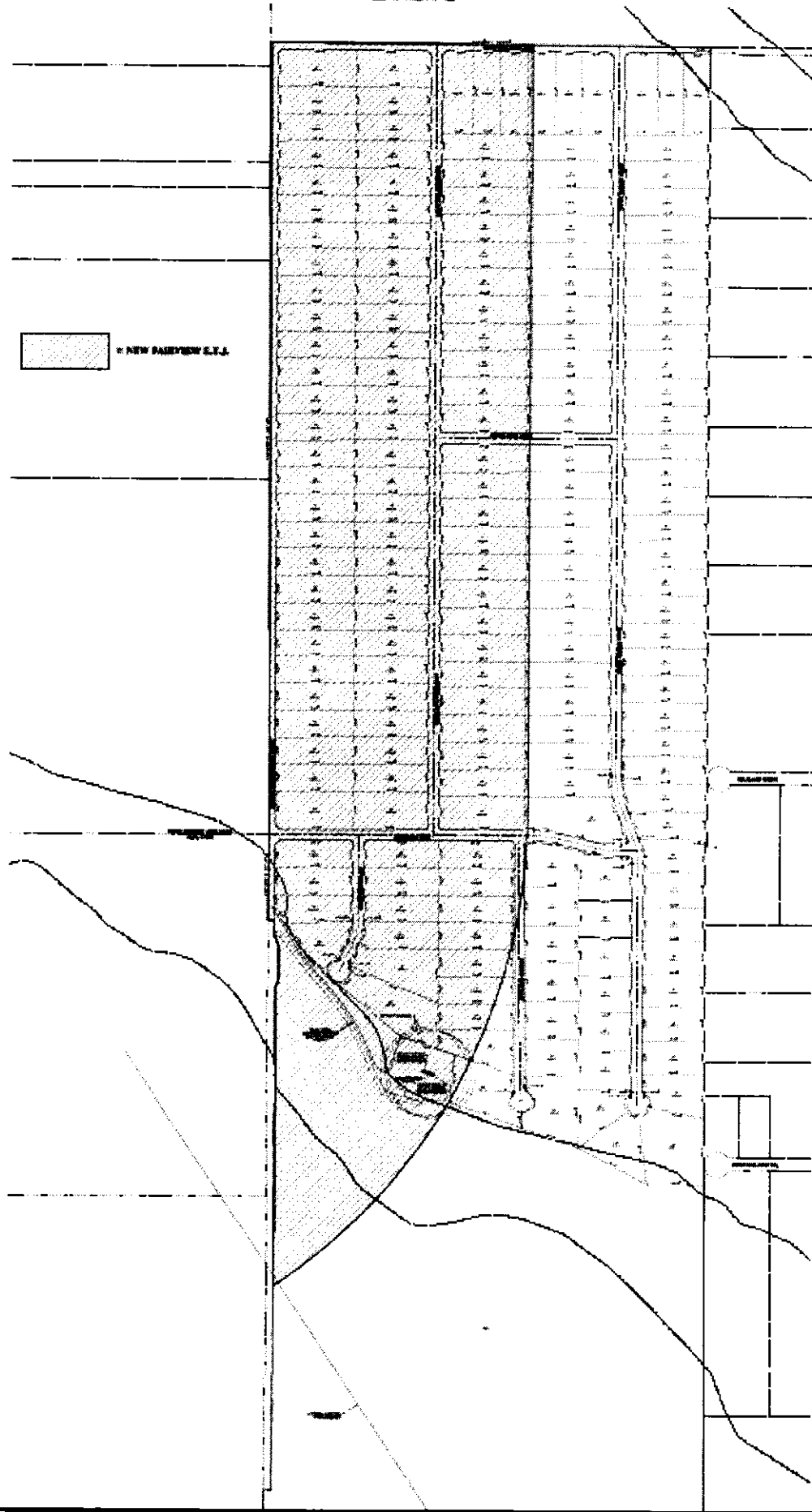
THENCE North 89 deg. 55 min. 32 sec. West along the North line of said 0.495 acre tract, a distance of 28.50 feet to the West line of said 322.98 acre tract and the approximate centerline of said South County Line Road;

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 July 13, 2020

Agenda Item: **Dove Hollow Annexation (Ordinance)**

Agenda Description:

Discuss, consider and act on Ordinance No. 2020-17-209 for the 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. The property owner submitted a petition for the annexation of the property into the City on May 4, 2020. The City Council held a public hearing on the annexation of the property on June 15, 2020. Now an ordinance is before the City Council to take action on the annexation of the property.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends you approve the ordinance annexing the property into the City of New Fairview.

Attachments:

Proposed Annexation Ordinance

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE ANNEXATION INTO THE CITY OF NEW FAIRVIEW OF PROPERTY DESCRIBED IN EXHIBIT "A" AND DEPICTED ON EXHIBIT "B", LOCATED WITHIN THE CURRENT ETJ OF THE CITY OF NEW FAIRVIEW, TEXAS, FOR ALL MUNICIPAL PURPOSES; DIRECTING AMENDMENT OF THE OFFICIAL MAPS; ESTABLISHING THE RIGHTS AND DUTIES OF INHABITANTS IN THE ANNEXED AREA; PROVIDING FOR FILING NOTICE OF THIS ANNEXATION IN DEED RECORDS OF DENTON COUNTY AND WITH THE WISE AND DENTON COUNTY APPRAISAL DISTRICTS; APPROVING A SERVICE AGREEMENT FOR SUCH TERRITORY; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE EXCLUSION OF AREAS EXCEPTED FROM ANNEXATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; 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, the property owner has submitted a proper petition requesting the annexation of the hereinafter described property; and

WHEREAS, after proper notice was provided in accordance with Chapter 43 of the Texas Local Government Code, a public hearing on the proposed annexation was held before the City Council of the City of New Fairview; and

WHEREAS, all of the property described herein is within the exclusive extraterritorial jurisdiction of the City of New Fairview; and

WHEREAS, an Annexation Service Agreement has been negotiated and entered into with the owner of the property for the provision of services in the area.

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

**SECTION 1.
ANNEXATION**

That all portions of the following parcel (the "Territory") located in Denton County, Texas, are hereby annexed to the City of New Fairview as a part of the city for all municipal purposes, and the city limits are extended to include such Territory: being all that certain parcel

of land situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, and 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, and being more particularly described in Exhibit "A" and depicted in Exhibit "B," both exhibits being attached to and incorporated in this Ordinance for all purposes.

**SECTION 2.
RIGHTS AND DUTIES OF OWNERS AND
INHABITANTS IN NEWLY ANNEXED AREA**

The owners and inhabitants of the Territory are entitled to all of the rights and privileges of all other citizens and property owners of the City of New Fairview, and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted, except as otherwise provided by agreements between the property owners and the City.

**SECTION 3.
OFFICIAL MAP**

The official map and boundaries of the City, previously adopted, are amended to include the Territory as a part of the City of New Fairview, Texas. The City Secretary is directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory annexed as required by law. A copy of the revised map shall be filed with the Wise and Denton County Appraisal Districts.

**SECTION 4.
FILING CERTIFIED COPY**

The City Secretary is directed to file or cause to be filed a certified copy of this ordinance in the office of the county clerk of Wise County and Denton County, Texas and with the Wise and Denton County Appraisal Districts.

**SECTION 5.
SERVICE AGREEMENT**

The City has entered into an Annexation Service Agreement with Dove Hollow Development, LLC concerning the services to be provided in the Territory.

**SECTION 6.
CUMULATIVE CLAUSE**

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

**SECTION 7.
SEVERABILITY CLAUSE**

Should any section or part of this ordinance be held unconstitutional, illegal or invalid, or the application thereof, the unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof, but as to such remaining portions, the same shall be and remain in full force and effect.

**SECTION 8.
AREAS EXCEPTED FROM ANNEXATION**

Should this ordinance for any reason be ineffective as to any part of the area hereby annexed to the City of New Fairview, such ineffectiveness of this ordinance as to any such part or parts of any such area shall not affect the effectiveness of this ordinance as to the remainder of such area. The City Council hereby declares it to be its purpose to annex to the City of New Fairview every part of the area described in Section 1 of this ordinance, regardless of whether any part of such described area is hereby not effectively annexed to the City. Provided, further, that if there is included within the general description of territory set out in Section 1 of this ordinance to be hereby annexed to the City of New Fairview any lands or area which are presently part of and included within the limits of any other City, Town or Village, for which permission is not granted for New Fairview to annex the same, such area is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted area were expressly described herein, if permission has not been granted.

**SECTION 9.
ENROSS AND ENROLL**

The City Secretary of the City of New Fairview is directed to engross and enroll this ordinance by copying the caption, publication clause and effective date clause in the minutes of the City Council and by filing the ordinance in the ordinance records of the City.

**SECTION 10.
EFFECTIVE CLAUSE**

This ordinance shall be in full force and effect from and after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS 13TH DAY OF JULY, 2020.

Joe Max Wilson, Mayor

ATTEST:

Monica Rodriguez, City Secretary

Exhibit A
Legal Description

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;

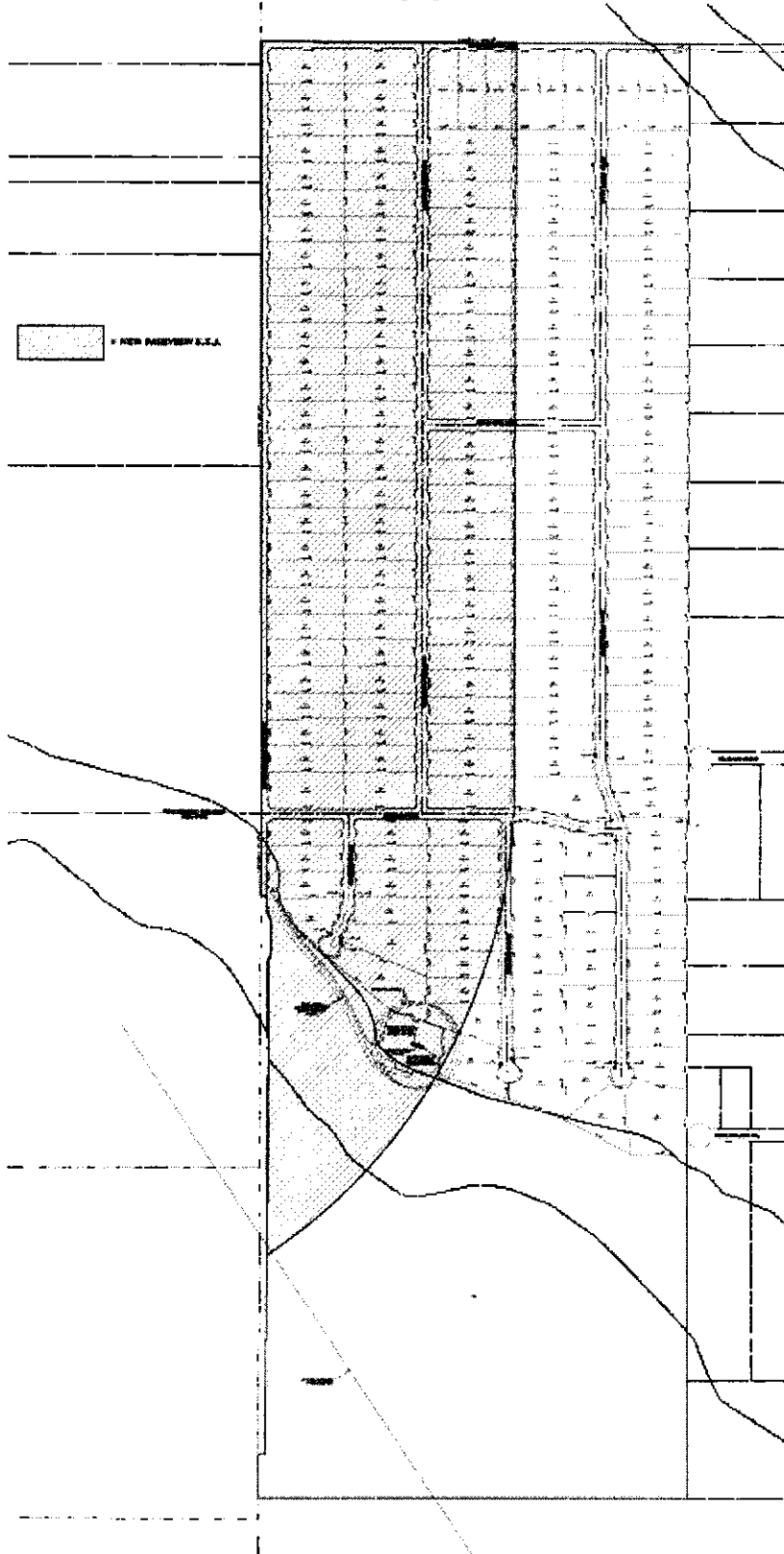
THENCE North 89 deg. 55 min. 32 sec. West along the North line of said 0.495 acre tract, a distance of 28.50 feet to the West line of said 322.98 acre tract and the approximate centerline of said South County Line Road;

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
Property Depiction
EXHIBIT B





City Council Agenda July 13, 2020

Agenda Item: Public Hearing

Agenda Description:

Continue 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.

The City Council opened a public hearing on June 15, 2020, and continued the public hearing to July 13, 2020.

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Attachments:

Proposed Zoning Ordinance



City Council Agenda July 13, 2020

Agenda Item: **Dove Hollow Zoning (Ordinance)**

Agenda Description:

Discuss, consider and act on Ordinance No. 2020-16-210 zoning 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—as Planned Development for Single-Family Residential.

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. A public hearing was held on June 15, 2020, and that public hearing was continued until the City Council meeting on July 13, 2020 at 7:00pm. The public hearing was concluded tonight. Now an ordinance is before the City Council to take action on the zoning of the property

Financial Information:

NA

City Contact and Recommendation:

Alan Guard, Interim City Administrator

Staff recommends that you approve Ordinance No. _____ adopting zoning for the property.

Attachments:

Proposed Zoning Ordinance

ORDINANCE NO. _____

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 City Council meeting scheduled for July 13, 2020; and

WHEREAS, the City Council adopted Ordinance No. _____ annexing the Property on July 13, 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, as authorized in residentially zoned districts by Section 30.3 of the New Fairview Zoning Ordinance

- 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

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;

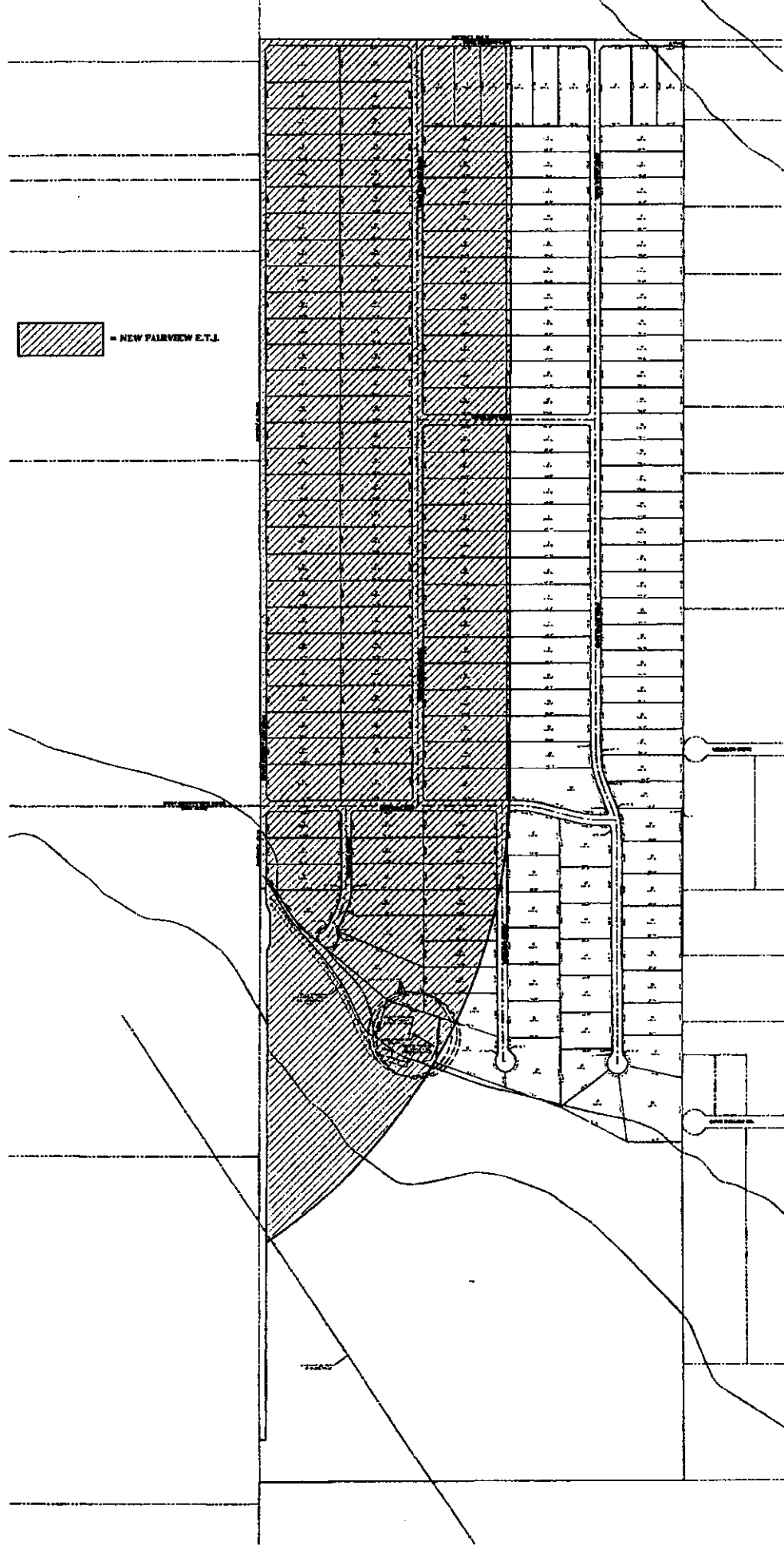
THENCE North 89 deg. 55 min. 32 sec. West along the North line of said 0.495 acre tract, a distance of 28.50 feet to the West line of said 322.98 acre tract and the approximate centerline of said South County Line Road;

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;

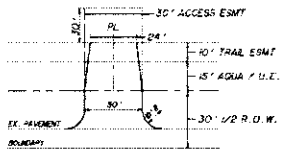
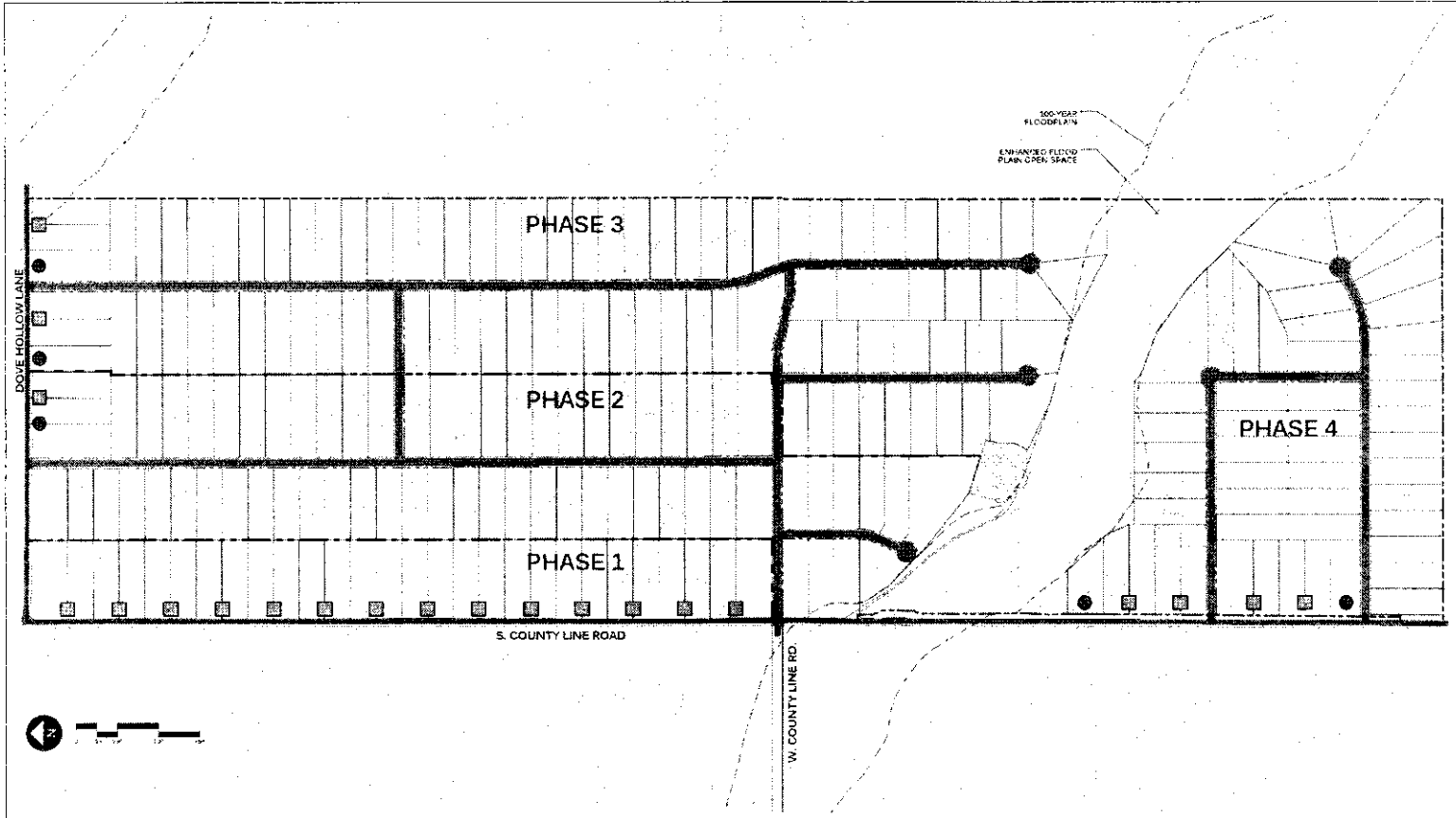
THENCE North 0 deg. 3 min. 54 sec. West along said West line and centerline, a distance of 3,651.53 feet to the **POINT OF BEGINNING**, containing 6,109,122 square feet or 140.246 acres of land, more or less.

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

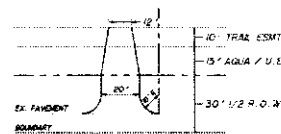
EXHIBIT B



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.

GUNWINE MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
FORT WORTH - FRODOG - AUSTIN - DALLAS



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



EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) made and entered into this 13th day of July, 2020, by and between the **City of New Fairview, Texas**, a municipal corporation, (hereinafter “Employer” or “City”) and Ben Nibarger (hereinafter called “Employee”), an individual who has the education, training and experience in local government management, and both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Employer wishes to employ the services of Employee as City Administrator of the City of New Fairview, Texas, as of July 13, 2020; and

WHEREAS, it is the desire of the Employer to provide certain benefits, to establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as the City Administrator of the City of New Fairview under the terms and conditions outlined herein; and

WHEREAS, the parties acknowledge that Employee is subject to the Texas City Managers Association Code of Ethics;

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

Section 1: Duties

Employer hereby agrees to employ Employee as City Administrator of the City of New Fairview, Texas, to perform the functions and duties specified in this agreement, , and as set forth in the City Ordinances, and all applicable state and federal law as they exist and as they may be amended (collectively “Applicable Laws and Authorities”) and all lawful City Council directives. Employee shall perform other legally permissible and proper duties and functions as the Employer shall from time to time assign. The Employee is hereby appointed, and shall at all

times serve as City Administrator at the will of the Employer. Nothing herein shall be deemed to modify the Employee's "at-will" status with the City and no property rights are created by this agreement.

Section 2: Term

- A. This Agreement shall remain in full force and effect beginning July 13, 2020 and shall continue for a two (2) year period. On the first anniversary of July 13, 2020, the Employer and Employee may agree to a one-year extension/renewal of this Agreement, which shall result in the two (2) year period being extended for an additional year, but shall never exceed two years. During this time, the Employee may neither accept other employment nor to become employed by any other employer during this employment, except as provided for herein.
- B. The term "employed" shall not be construed to include occasional teaching, writing, consulting, seminars or speeches given or performed on Employee's time off.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position with the Employer, subject only to the provisions set forth in Section 3 of this Agreement.

Section 3: Termination and Severance Pay

- A. The Employee serves at the pleasure of the Council, and the Employee's employment may be terminated by the Council at any time for any reason.
- B. In the event Employee is terminated by the Council and Employee is then willing and able to perform all the duties of the City Administrator under this Agreement, then, in that event, the City agrees to pay the Employee twelve (12) months full salary and benefits, payable in monthly installments at the same time as employees of the City are paid, plus the value of all accrued leave, accrued by, or credited to, Employee prior to the termination on the same basis as any other employee of the City.
- C. The City will not be obligated to pay the payment set forth in paragraph B of this section if:
 - 1. Employee is terminated for willful breach, disregard, or habitual neglect of duties or failure to follow directions of the Council that have been formally communicated to Employee. As used in this paragraph, the terms "disregard or habitual neglect of duties" shall mean regular neglect of, disregard of, ignoring of or overlooking of duties of the job for which the Employee is hired. As used in this

paragraph, the term "willful breach" shall mean the intentional doing of some act with the knowledge that it is contrary to or in violation of formally communicated directions of the Council, save and except for directions, which the Employee reasonably believes would require him to violate a law, ordinance or regulation from a governmental body or agency;

2. Employee is terminated for misconduct involving an act of moral turpitude or of illegality. As used in this paragraph the term "moral turpitude" shall mean an act of baseness, vileness or depravity in the private and social duties which a person owes to another person in society and contrary to accepted and customary actions; and as used in this paragraph, the term "illegality" shall mean any action by Employee in violation of any criminal statute, law, charter, regulation or ordinance of any governmental body or agency, save and except for class "C" misdemeanors under Texas State law; or

3. Employee voluntary resigns the position of City Administrator.

D. A determination under paragraph C of this section that the City is not obligated to pay Employee the severance amount shall require a majority vote of the Council, after an opportunity for a hearing.

E. In the event the Council, during the term of this Agreement, reduces the authority of the Employee, or reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision benefiting the Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that the Employee resign, then in that event, the Employee may, at the Employee's option, be deemed to have been terminated as of the date of such reduction, or as of the date the Employee resigns at the Council's suggestion; provided that, notice having first been given, the suspension of the Employee with pay pending the investigation and resolution of any charges against the Employee described in paragraph C. of this section shall not constitute a termination, or a reduction under this section. The Council shall be deemed to have suggested the resignation of the Employee at any time when a majority of the members of the Council shall at a Council meeting, or in writing, suggest that the Employee resign.

F. If the Employee terminates this Agreement by voluntary resignation of the position of City Administrator, the Employee shall give 30 days' notice in advance unless the Council agrees otherwise. In the event of resignation, Employee will be entitled to compensation for accrued leave, and other benefits on the same basis as any other employee of the City.

Section 4: Disability

- A. If Employee is permanently disabled or is otherwise unable to perform his/her duties without reasonable accommodation because of sickness, accident, injury, mental capacity or health for a period of six successive weeks beyond any accrued sick leave, Employer shall have the option to terminate this Agreement, without being subject to the severance pay requirements of Section 3.
- B. An impartial board of three (3) persons, agreed upon by the Employee and the Employer will be utilized to determine if Employee is unable to discharge their duties due to any type of disability or inability to perform up to normal standards of city management.

Section 5: Compensation

Employer shall provide the Employee with an initial annual base salary in the sum of \$87,000 which shall be paid on the schedule, terms, and manner as other City employees. Employer may increase said base salary and/or benefits of Employee in such amounts, and to such extent, as the Employer may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given other employees generally. Future salary or benefit adjustments agreed to in writing by Employer and Employee after having been made through lawful resolution of the Employer are thereby automatically adopted and become an integral attachment to this Agreement without further amendment. Any annual increases provide across-the-board to other employees are automatically provided to the Employee.

Section 6: Performance Evaluation

- A. The Employer shall review and evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Employer and the Employee. Said criteria may be added to or deleted from as the Employer may from time to time determine, in conjunction with the Employee.
- B. Further, the Mayor of the City of New Fairview shall provide the Employee with a written summary statement of the findings of the Employer and provide adequate opportunity for the Employee to discuss the evaluation with the Employer in either open or closed session, at the discretion of the Employer within 30 days of the evaluation.
- C. The City Council may provide a six-month review to evaluate Employee performance and communicate appreciation for positive performance and make recommendations for improvements if needed.
- D. During the annual review, The Employer and Employee shall define such goals and performance objectives that they may determine necessary for the proper operation of the City of New Fairview; and, in the attainment of the Employer's policy and objectives, shall further establish a relative priority among those various goals and objectives, said goals and objectives reduced to writing. They shall generally be attainable within the time

limitations specified and their annual operating and capital budgets and appropriations provided.

- E. In effecting the provisions of this Section, the Employer and Employee mutually agree to abide by the provisions of applicable law.

Section 7: Hours of Work

It is recognized that the Employee is expected to devote forty (40) hours or more per week and will be required to devote a great deal of time outside normal business office hours to the business of the Employer. The Employee agrees to devote such additional time as is necessary for the full and proper performance of the Employee's duties and that the compensation herein provided includes compensation for the performance of all such services. The City agrees that reasonable time off be permitted the Employee, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Administrator. Provided, however, the Council shall have the right to review Employee's use of time off, and abuse of such use shall be grounds for discipline, up to and including termination.

Section 8: Outside Activities

Employee shall not spend on average more than ten (10) hours per week teaching, consulting or other non-Employer-connected business without prior written approval of the Employer. Any outside activities shall not conflict with provisions of this Agreement, the Texas Local Government Code, any ordinances of the City of New Fairview, or any other law.

Section 9: Automobile

- A. Employer agrees to pay, in addition to other salary and benefits herein, a monthly vehicle allowance of \$400.00 to be used to purchase, lease or own, operate and maintain a vehicle. Employee shall be responsible for purchasing, maintaining, and paying for liability, property damage and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said automobile.
- B. In using a personal vehicle for City business, Employee shall be entitled to mileage reimbursement, at the IRS mileage rate, for travel requiring more than 200 miles, round trip.

Section 10: Vacation, Sick and Military Leave

Employee shall accrue, and have credited to his/her personal account, holiday, and sick leave at the same rate as other employees of the Employer, with the exception that the Employee shall begin employment with the equivalent of five (5) working days of sick leave in the personal account. Employee shall begin employment with the equivalent of five (5) working days of vacation leave in the personal account and shall accrue the equivalent of three (3) weeks of

vacation each year. The Employee will begin to accrue the equivalent of four (4) weeks of vacation at the beginning of the second year of employment. The employee shall not accrue more than 240 hours of vacation leave. Accrual of unused sick and holiday leave shall be consistent with the City of New Fairview policies. In the event that the Employee is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation, sick leave, paid holidays, and other benefits as provided by the City of New Fairview policies.

Section 11: Health and Life Insurance

If the Employee so chooses, the Employer agrees to immediately put into force and to make required premium payments for Employee for the same insurance policies for life, accident, sickness, major medical, dental, vision group insurance covering all other City employees.

Section 12: Retirement

Employer agrees to enroll Employee in the City's Texas Municipal Retirement System plan provided to other employees of the Employer.

The Employee may participate in an eligible 457B deferred compensation plan. The Employer will deposit a lump sum of six thousand dollars (\$6,000) on or before September 30, 2021 and each subsequent year on or before September 30 the Employee remains under contract with the Employer.

Section 13: Dues and Subscriptions

Employer agrees to budget and to pay for, professional dues and subscriptions of Employee necessary for the continuation and full participation in national, regional, state, and local associations and organizations deemed necessary for the continued professional participation, growth, and advancement, and for the good of the Employer, to the extent authorized in the annual budget.

Section 14: Professional Development

- A. Employer hereby agrees to budget and to pay for reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue professional development of the Employee and to adequately pursue necessary official functions for the Employer, including but not limited to the TML Annual Conference, TCMA Annual Conference, ICMA Annual Conference, and such other national, regional, state, and local government groups and committees thereof which Employee serves as a member, to the extent authorized by the Employer in the annual budget.
- B. Employer also agrees to budget and to pay reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for his/her

professional development and for the good of the Employer, to the extent authorized by the Employer in the annual budget.

Section 15: Cell Phone Allowance and Computer

Employer hereby agrees to furnish a cell phone allowance of \$80 per month payable on the first payroll of each month for the Employee to perform the job and maintain communication. The Employee may use the phone for personal use but such use may be subject to the laws of the State of Texas for open records requests. The Employer shall furnish a laptop computer or personal computer (PC) and related software for use by the Employee for City-related business.

Section 16: General Expenses

Employer recognized that certain expenses of a non-personal and job-affiliated nature are incurred by Employee for meals or meetings with other local, state or federal officials, or with developers or business prospects, and hereby agrees to reimburse or to pay said general expenses, and the City Secretary is hereby authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits or as required by standard policy of the Employer and to the extent authorized by Employer in the annual budget.

Section 17: Civic Club Membership

Employer recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which Employer shall pay all expenses to the extent authorized by the Employer in an annual budget. Employee shall report to the Employer on each membership that has been taken out at the Employer's expense.

Section 18: Indemnification

To the extent it may be determined to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Employee from any and all demands, claims, suits, actions, judgements, expenses and attorneys' fees incurred in any legal proceedings brought against Employee in the Employee's individual or official capacity as an employee and as City Administrator, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgements, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Employee, as Administrator of the City, acting within the course and scope of the Employee's employment with the City; excluding, however, any such demand, claim, suits, actions, judgements, expenses, and attorneys' fee for those claims or any causes of action where it is determined that the Employee committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad

faith; excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract or risk pool, held by the City. The selection of the Employee's legal counsel shall be with the mutual agreement of the Employee and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Employee's right to agree to legal counsel provided for the Employee will depend on the terms of the applicable insurance contract or risk pool. Further, Employer agrees to pay all reasonable litigation expenses of the Employee throughout the pendency of any litigation to which the Employee's is a party, witness, or advisor to Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Employer further agrees to pay Employee reasonable travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation. To the extent this Section exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section shall survive the termination, expiration or other end of this Agreement and/or the Employee's employment with the City.

Section 19: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 20: Other Terms and Conditions of Employment

- A. The Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may be determine from time to time, relating to the performance of Employee, provided such terms and conditions are consistent with or in conflict with the provisions of this Agreement or any applicable law.
- B. All provisions of the ordinances, regulations, and rules of the Employer relating to vacation and sick leave, retirement and pension contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, also apply to Employee as they would other employees of the Employer, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.
- C. Employee shall be entitled to receive the other benefits as accorded department heads, including provisions governing accrual and payment therefore on termination of employment, except this Agreement shall control in the case of a conflict.

Section 21: No Reduction of Benefits

Employer shall not at any time during the term of this Agreement reduce salary, compensation or other financial benefits of the Employee, except to the degree of such reduction across-the-board for all employees of the Employer.

Section 22: Representation of Employer

Employer represents that it has legal authority to enter into and be bound by the terms of this Agreement.

Section 23: Notices

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

EMPLOYER: Mayor
City of New Fairview
999 Illinois Lane
New Fairview, Texas 76078

EMPLOYEE Benjamin Nibarger
5132 Leeray Road
Keller, TX 76244

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 24: General Provisions

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executor of Employee.
- C. This Agreement shall become effective as of July 13, 2020.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- F. Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course in dealing with respect to, or no partial

exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof.

- G. **Governing Law & Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and shall be performed in New Fairview, Texas, Wise County, Texas; therefore any lawsuits related to this Agreement shall be filed in Wise County, Texas in State Court.

IN WITNESS WHEREOF, the City of New Fairview, Texas, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Secretary, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF NEW FAIRVIEW, TEXAS

By: _____
Joe Max Wilson, Mayor

ATTEST:

Monica Rodriguez, City Secretary

(Seal)

EMPLOYEE

Ben Nibarger, City Administrator