

**CITY COUNCIL AGENDA**

**JULY 13, 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 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 on approving an application packet for participation in the Texas Cooperative Liquid Assets Securities System Trust program (Texas CLASS) and authorize the Mayor to sign the Resolution to Participate**

**F. Discuss, consider and act to approve a Resolution adopting a Social Media Policy**

**G. Discuss, consider and act to approve a Resolution adopting a Cash Handling Policy**

**H. Discuss, consider and act to approve a Resolution approving an agreement with the East Wise County Volunteer Fire Department and authorize the Mayor to sign the agreement**

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

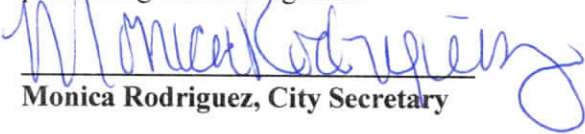
**J. Presentation of Monthly Financial Report through May 31, 2020**

**K. 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 10<sup>th</sup> 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](mailto:citysecretary@newfairview.org) for further information.

**CITY COUNCIL MEETING**

**JUNE 1, 2020**

**6:00 P.M - Workshop**

**7:00 P.M. - Meeting**

**New Fairview City Hall**

**999 Illinois Ln.**

**New Fairview TX 76078**

**MINUTES**

**STATE OF TEXAS**

**COUNTY OF WISE**

**CITY OF NEW FAIRVIEW**

**THE CITY COUNCIL CONVENED INTO A CITY COUNCIL MEETING , THE SAME BEING OPEN TO THE PUBLIC, THE 1<sup>st</sup> DAY OF JUNE 2020 IN THE NEW FAIRVIEW CITY HALL AND NOTICE OF SAID MEETING GIVING THE TIME, PLACE AND SUBJECT THEREFORE HAVING BEEN POSTED AS PRESCRIBED BY ARTICLE 5 OF THE TEXAS GOVERNMENTAL CODE, WITH THE FOLLOWING MEMBERS PRESENT:**

**CITY COUNCIL**

**Mayor Joe Max Wilson**

**Mayor Pro Tem Scott Johnson**

**Councilwoman Rebecca McPherson**

**Councilman Charlie Stumm**

**PRESENT**

**Interim City Manager Alan Guard**

**City Secretary Monica Rodriguez**

**City Clerk Brooke Boller**

**City Attorney Bradley Anderle**

**ITEM NUMBER 1. WORKSHOP:**

**A. Review Agenda**

**ITEM NUMBER 2. CALL TO ORDER:**

Mayor Wilson called the meeting to order at 7:10 PM

**ITEM NUMBER 3. ROLL CALL:**

Roll call with the above-mentioned names present

**ITEM NUMBER 4. PLEDGE TO FLAGS**

**1. United States of America**

**2. Texas Flag**

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

**ITEM NUMBER 5. CONSENT AGENDA:**

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

**A. Approve minutes for May 4, 2020**

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

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

Mayor Pro Tem Johnson suggested to the council not to approve another extension for the Pioneer Ranch preliminary plat because they do it at each meeting.

Interim City Manager Guard recommends approving the pioneer plats and he will talk to both sides and bring it back at the next meeting with answers.

**Councilwoman McPherson made a motion to approve all consent items. Motion seconded by Councilman Stumm. Motion passed unanimously. - PASSED**

**ITEM NUMBER 6. OPEN FORUM**

The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign-in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens the opportunity to speak, there is a three-minute limitation on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.

**No items were presented for Open Forum**

**ITEM NUMBER 7. NEW BUSINESS:**

**A. Discuss, consider and act on Development Agreement with Dove Hollow Development, LLC concerning the development of approximately 140.246 acres of land for the Dove Hollow development. - APPROVED**

Dove Hollow Development mirrored the Constellations Lakes and Avery Ranch except there is no PID anticipated. This will be a 1

Acre development which fits in New Fairview Guidelines. It is in the Fort Worth ETJ and as of now it can not be donated to New Fairview. Allen states documents are in the works for possible donation.

Ben McCaslin states they want to build Anteras and Royal Crest in the \$350-\$550 range like in Falcon Ridge on 1 acre lots. They will put 96 homes on 140 acres with an HOA to keep up with the maintenance. Agricultural is not allowed once it is final platted. They can do agricultural on the property until it is platted. Then it will be residential only and remove agriculture. 1<sup>st</sup> Phase is 28 lots on the county line and the 2<sup>nd</sup> phase will come later with 66 lots.

Exhibit E sets up gas well set back has been amended to include the language as in Constellation lakes. Any existing structures must be 200 feet away from existing well head.

These plans outline the drainage and states they cannot alter this plan. Local Government code states that the property will be annexed but the city has the authority to control the property and it can stay in the ETJ but this agreement states the property will come in the city. This agreement sets the rules of this property even after it is annexed will determine how it is developed.

Aqua will be water and each home will have septic systems and it is laid out to plan out the flood plain.

**Councilman Stumm made a motion to approve the Development Agreement with Dove Hollow Development, LLC concerning the development of approximately 140.246 acres of land for the Dove Hollow development with the newest amendments approved. Motion seconded by Mayor Pro Tem Johnson. Motion passed unanimously. ALL IN FAVOR – APPROVED.**

**B. Discuss presentation of monthly financial report through April 30, 2020**

Interim City Administrator Alan Guard presented the Monthly Financial Report through April 30, 2020. Year to date revenues total \$806,455 with the majority of that coming from property taxes. He states the sales tax is still hanging in there, but they will have to watch it to see how much the pandemic has affected because this amount of \$92,000 was money received in February prior to the pandemic. Alan believes the revenue is in very good shape.

Nothing stands out as out of line and in the bank, we have about \$440,000.

Alan will publish financial information each month and there is no need to approve this is just a presentation.

**C. Discuss, consider and act on approving a Resolution adopting an Employee Policy and Procedure Manual - APPROVED**

This was discussed during the workshop. The last edition of policy was written in 2005. This new policy has been updated to include discipline, hiring, grievance, performance evaluations and standard things that should be in every policy book. This handbook has been reviewed and edited by Cara White from the City Attorney's office.

**Councilwoman McPherson makes a motion to accept and approve a resolution adopting an Employee Policy and Procedure Manual. Motion seconded by Councilman Stumm. Motion passed unanimously. All in favor- Passed.**

**CITY OF NEW FAIRVIEW  
RESOLUTION NO. 2020-15-105**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS APPROVING THE 2020 PERSONNEL POLICY AND PROCEDURE MANUAL FOR THE ADMINISTRATION OF EMPLOYEES OF THE CITY AND FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**Introduced, read and passed by the affirmation vote of the City Council of the City of New Fairview on this 1<sup>st</sup> day of June 2020**

**D. Discuss, consider and act on approving a Resolution adopting a Pay Plan - APPROVED**

Interim City Administrator Alan Guard states one of the things discussed in the procedure manual was the pay range and increases. He located several cities of similar size and found the median pay for all employees and put New Fairview in the middle or a bit below the middle with cities with populations between 600 to 5,000. A 4% step was created for raises that are reviewed annually. He has included positions that New Fairview does not currently have in order to compete when they do hire those positions.

Some departments base raises for evaluations though some places add money for different skill sets, but it should be added as part of the budget process. If you cannot afford the 4% you can do cost of living increase of about 2%.

If someone has additional certifications, they will meet requirements for more pay.

A new hire would be on probation for 6 months and then it would be outlined the step pay. The city administrator is the Human Resources Department.

**Councilman Stumm made a motion to approve a resolution adopting a pay plan. Motion seconded by Councilwoman McPherson. Motion passed unanimously. All approve- PASSED.**

**CITY OF NEW FAIRVIEW  
RESOLUTION NO. 2020-16-106**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX ADOPTING A PAY PLAN**

**PRESENTED AND PASSED** on this 1<sup>st</sup> day of June, at a meeting of the New Fairview City Council.

**E. Discuss, consider and act on approving a Resolution adopting a Council Procedures and Decorum Policy- APPROVED**

This was discussed and all issues have been added into this policy which serve as general guidelines and all has been checked by City Attorney's Office.

**Mayor Pro Tem Johnson made a motion to approve a resolution adopting a council procedure and decorum policy. Motion seconded by Councilman Stumm. Motion passed unanimously. All in Favor – PASSED.**

**CITY OF NEW FAIRVIEW  
RESOLUTION NO. 2020-17-107**

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

**PRESENTED AND PASSED** on this 1<sup>st</sup> day of June, at a meeting of the New Fairview City Council.

**F. Discuss, consider and act on approving a Resolution adopting an Investment Policy. - APPROVED**

Interim City Administrator Alan Guard states all cities in Texas have policies on investment and these require the investments safety which is first on the objectives. It included investment objectives and states you are required to get quarterly return reports. Internal controls, objectives and the type of investments that are allowed are all included. Whoever is hired as the city administrator must be up to date on their PFI training. Monica should also take investment training with the city administrator so that they have two individuals who understand the process.

**Councilwoman McPherson makes a motion to approve a resolution adopting an Investment Policy. Motion seconded by Councilman Stumm. Motion passed unanimously. All agree- Passed**

**CITY OF NEW FAIRVIEW  
RESOLUTION NO. 2020-18-108**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX ADOPTING AN INVESTMENT POLICY**

**PRESENTED AND PASSED** on this 1<sup>st</sup> day of June, at a meeting of the New Fairview City Council.

**G. Discuss future agenda items**

Planning and Zoning Commission

**ITEM NUMBER 8. 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.

**A. Personnel Matters**

Pursuant to Sec. 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

- Evaluation of City Secretary

**Council went into Executive session at 8:10 PM and out of session at 9:00 PM**

**ITEM NUMBER 9. ADJOURN**

**Mayor Wilson adjourned the meeting at 9:00 PM**

**APPROVED:**

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**Mayor Joe Max Wilson**

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**Mayor Pro Tem Scott Johnson**

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**Councilman Rick White**

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**Councilwoman Rebecca McPherson**

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**Councilman Charlie Stumm**

\_\_\_\_\_  
**Councilman William Payne**

**ATTEST:**

\_\_\_\_\_  
**City Secretary Monica Rodriguez**



**SPECIAL CITY COUNCIL MEETING**

**June 10, 2020**

**6:30 PM**

New Fairview City Hall

999 Illinois Ln.

New Fairview TX 76078

**MINUTES**

**STATE OF TEXAS  
COUNTY OF WISE  
CITY OF NEW FAIRVIEW**

**THE CITY COUNCIL CONVENED INTO A CITY COUNCIL MEETING, THE SAME BEING OPEN TO THE PUBLIC, THE 10<sup>TH</sup> DAY OF JUNE 2020 IN THE NEW FAIRVIEW CITY HALL AND NOTICE OF SAID MEETING GIVING THE TIME, PLACE AND SUBJECT THEREFORE HAVING BEEN POSTED AS PRESCRIBED BY ARTICLE 5 OF THE TEXAS GOVERNMENTAL CODE, WITH THE FOLLOWING MEMBERS PRESENT:**

**CITY COUNCIL**

**Councilwoman Rebecca McPherson**

**Councilman Bill Payne**

**Councilman Charlie Stumm**

**Councilman Rick White**

**Mayor Pro Tem Scott Johnson 7:15 PM**

**ABSENT**

**Mayor Joe Max Wilson**

**PRESENT**

**Interim City Administrator Alan Guard**

**ITEM NUMBER 1. CALL TO ORDER:**

Meeting opened up at 6:43 PM

**ITEM NUMBER 3. ROLL CALL:**

Roll call with the above-mentioned names present

**ITEM NUMBER 4. PLEDGE TO FLAGS**

**1. United States of America**

\*Skipped

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

\*Skipped

**ITEM NUMBER 5. EXECUTIVE SESSION**

**Personnel Matters**

**Pursuant to Section 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee. The City Council will adjourn into executive session to deliberate regarding the appointment or employment of candidates to serve as City Administrator.**

Went into closed session at 6:45 PM to discuss city administrator candidates. Came out of closed session at 8:40 PM.

**ITEM NUMBER 6. ADJOURN:**

Meeting adjourned at 8:42 PM

**APPROVED:**

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**Mayor Joe Max Wilson**

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**Mayor Pro Tem Scott Johnson**

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**Councilwoman Rebecca McPherson**

\_\_\_\_\_  
**Councilman Bill Payne**

\_\_\_\_\_  
**Councilman Rick White**

\_\_\_\_\_  
**Councilman Charlie Stumm**

\_\_\_\_\_  
**Monica Rodriguez, City Secretary**

**SEAL:**

**CITY COUNCIL MEETING**

**June 15, 2020**

**7:00 P.M.**

New Fairview City Hall

999 Illinois Ln.

New Fairview TX 76078

**MINUTES**

**STATE OF TEXAS  
COUNTY OF WISE  
CITY OF NEW FAIRVIEW**

**THE CITY COUNCIL CONVENED INTO A CITY COUNCIL MEETING, THE SAME BEING OPEN TO THE PUBLIC, THE 15<sup>TH</sup> DAY OF JUNE 2020 IN THE NEW FAIRVIEW CITY HALL AND NOTICE OF SAID MEETING GIVING THE TIME, PLACE AND SUBJECT THEREFORE HAVING BEEN POSTED AD PRESCRIBED BY ARTICLE 5 OF THE TEXAS GOVERNMENTAL CODE, WITH THE FOLLOWING MEMBERS PRESENT:**

**CITY COUNCIL**

**Mayor Joe Max Wilson**

**Mayor Pro Tem Scott Johnson**

**Councilwoman Rebecca McPherson**

**Councilman Charlie Stumm**

**Councilman William Payne**

**ABSENT**

**Councilman Rick White**

**PRESENT**

**Interim City Manager Alan Guard**

**City Secretary Monica Rodriguez**

**City Clerk Brooke Boller**

**City Attorney Bradley Anderle**

**ITEM NUMBER 1. CALL MEETING TO ORDER:**

Mayor Wilson called the meeting to order at 7:02 PM

**ITEM NUMBER 2. ROLL CALL:**

Roll call with the above-mentioned names present

**ITEM NUMBER 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**

**ITEM NUMBER 4. EXECUTIVE SESSION**

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

**ITEM NUMBER 5. CONSENT AGENDA:**

All matters listed as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of these items. If discussion is 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.**

Interim City Admin Guard informed the council that there is \$30.35 in the account at Pinnacle Bank in Rhome that is no longer needed and that the City financial consultant, Kim Wilson has recommended that we close the account and deposit all the funds in the city's main bank account at First State Bank. The same is being recommended for the money market account at First State Bank with a balance of \$9,663.51 to be transferred. She recommends consolidating all in one. Councilman Payne asked if we had a financial advisor. He personally doesn't agree to put all the money in one. Interim City Admin Guard said yes, Kim Wilson is the city advisor. He said we just passed an investment policy so we will look into that as well when the new admin comes on board. Councilman Payne said that he objects to put all the money in the savings account into the general fund account. The account at Pinnacle Bank he is ok to close that out with \$30 balance.

**Mayor Pro Tem Johnson made a motion to accept and approve all consent items. Motion seconded by Councilman Payne. Motion passed unanimously.**

**CITY OF NEW FAIRVIEW  
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**

**PRESENTED AND PASSED** on this 15<sup>th</sup> day of June at a meeting of New Fairview City Council.

**CITY OF NEW FAIRVIEW  
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 AN DEPOSITING THE FUNDS IN THE CITY'S ACCOUNT AT FIRST STATE BANK IN DECATUR, TEXAS**

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

## **ITEM NUMBER 6. OPEN FORUM**

The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign-in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens the opportunity to speak, there is a three-minute limitation on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.

### **No Public Input**

## **ITEM NUMBER 7. NEW BUSINESS:**

### **A. Presentation of the new city website**

City Clerk Boller presented the new website to council. The site is very user friendly and should be up and running by Thursday. Court payments can be made online. All forms are on the website. All agendas and minutes are up from 2019 to present. The GIS mapping portal created by Dunaway is on the website as well for all maps. We have our own domain now. Councilwoman McPherson asked if we needed to have Safe Built listed under inspectors? City Admin Guard said that Safe Built will be added later on when we start getting applications with bigger developers. Jim Estep is our chief inspector and we have officially hired Safe Built. He is very pleased with the website. Councilman Stumm said that hopefully it will be easier to communicate with the public.

### **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.**

Mayor Wilson opened up the Public Hearing at 7:21 PM

All notices are published, and notices sent as required. City Attorney Anderle said that he prepared the schedule for all publications and notices, but the zoning publication was not published on time due to the changes of the publications of the paper.

Councilwoman McPherson wondered why there was commercial property when its supposed to be all residential. Councilman Payne said that before we annex, we need to know what it is going to be.

Councilman Stumm said that we need to spend money on updating our maps. Hardcopies are needed to be displayed for the public.

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. Action on the annexation is anticipated for the regular city council meeting on July. 13, 2020.

Mayor Wilson closed Public Hearing at 7:24 PM

### **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.**

Mayor Wilson opened up Public Hearing at 7:30 PM

No action to take at this time. City Attorney Anderle said that we will take action in 2 weeks. Meeting has been moved to July 13 instead of July 6. City Attorney Anderle said that we will continue this Public Hearing until July 13. Mayor Wilson closed Public Hearing at 7:32 PM.

**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.**

Interim City Administrator Guard recommends that the council approve a resolution to approve an agreement with the Justin Volunteer Fire Department and Ambulance Services. The city is now in Wise County and Denton County. With the construction of new homes in Falcon Ridge and the pending developments in Constellation Lakes and Dove Hollow the city needs to execute an agreement with the Justin Volunteer Fire Department and Ambulance Services to provide such services in that part of the city. This agreement provides for ambulance and fire services within the New Fairview city limits in Denton County.

The agreement is effective June 15, 2020 and ending September 30, 2021. The city will pay the fixed sum of \$3,000 with \$1,000 payable upon execution of this agreement and \$2,000 payable on October 1, 2020.

**Councilwoman McPherson made a motion to approve the agreement with the Justin Volunteer Fire Department and Ambulance Services and authorize the Mayor to sign the agreement. Motion seconded by Councilman Stumm. Motion passed unanimously.**

**CITY OF NEW FAIRVIEW  
RESOLUTION NO. 2020-21-111**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX APPROVING AN AGREEMENT WITH THE JUSTIN VOLUNTEER FIRE DEPARTMENT AND AMBULANCE SERVICES**

**PRESENTED AND PASSED** on this 15<sup>th</sup> day of June at a meeting of the New Fairview City Council

**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**

All counties have received allocation to address expenses due to the corona virus. Wise County came up with a formula we can claim. Interim City Administrator Guard recommends that we give up our allocation. The city has not had any expenses due to the COVID and does not expect to have any. The City of New Fairview has been allocated \$86,955 of CARES Act funds with 20% allocation of Coronavirus Relief Funds from the Texas Division of Emergency Management totaling \$17,391. The city will transfer its 20% allocation of Coronavirus Relief Funds to Wise County for the Wise Recovers Economic Relief Fund.

**Councilman Stumm made a motion to approve the 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. Motion seconded by Mayor Pro Tem Johnson. Motion passed unanimously.**

**CITY OF NEW FAIRVIEW  
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**

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

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

Interim City Administrator Guard said it helps identify important things that we need to work on. This plan was discussed in a planning workshop on May 16, 2020. With the information gathered by council he prepared a plan as well as an organizational work plan to provide staff direction. This plan should be reviewed and updated every year. All the council ideas and concerns are in this plan. Both council and the community identified streets as the most important priority. Council will consider possible Bond election. **Councilwoman McPherson made a motion to approve Resolution adopting the 2020-2021 Strategic Plan. Motion seconded by Councilman Stumm. Motion passed unanimously.**

**CITY OF NEW FAIRVIEW  
RESOLUTION NO. 2020-23-113**

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

**PRESENTED AND PASSED** on this 15<sup>th</sup> day of June at a meeting of the New Fairview City Council

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

This Manual is to provide direction for city staff and have a safety plan in the workplace. **Councilwoman McPherson made a motion to approve Resolution to adopt the Safety Manual. Motion seconded by Councilman Payne. Motion passed unanimously.**

**CITY OF NEW FAIRVIEW  
RESOLUTION NO. 2020-24-114**

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

**PRESENTED AND PASSED** on this 15<sup>th</sup> day of June at a meeting of the New Fairview City Council

**H. Report on Planning and Zoning Commission**

The application has been posted on the website. The city has only received one applicant so far. The Planning and Zoning Commission will need to have at least 5 members. The members will need very good training.

**I. Future agenda items**

**ITEM NUMBER 8. ADJOURN:**

**Mayor Pro Tem Johnson motioned to adjourn the meeting at 8:40 PM. Motion seconded by Councilwoman McPherson. Motion passed unanimously.**

**APPROVED:**

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**Mayor Joe Max Wilson**

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**Mayor Pro Tem Scott Johnson**

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**Councilman William Payne**

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**Councilman Charlie Stumm**

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**Councilwoman Rebecca McPherson**

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**Councilman Rick White**

**ATTEST:**

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**City Secretary Monica Rodriguez**



**SPECIAL CITY COUNCIL MEETING**

**June 18, 2020**

**5:00 PM**

New Fairview City Hall

999 Illinois Ln.

New Fairview TX 76078

**MINUTES**

**STATE OF TEXAS  
COUNTY OF WISE  
CITY OF NEW FAIRVIEW**

**THE CITY COUNCIL CONVENED INTO A CITY COUNCIL MEETING, THE SAME BEING OPEN TO THE PUBLIC, THE 18<sup>TH</sup> DAY OF JUNE 2020 IN THE NEW FAIRVIEW CITY HALL AND NOTICE OF SAID MEETING GIVING THE TIME, PLACE AND SUBJECT THEREFORE HAVING BEEN POSTED AS PRESCRIBED BY ARTICLE 5 OF THE TEXAS GOVERNMENTAL CODE, WITH THE FOLLOWING MEMBERS PRESENT:**

**CITY COUNCIL**

**Mayor Joe Max Wilson**

**Councilwoman Rebecca McPherson**

**Councilman Bill Payne**

**Councilman Charlie Stumm**

**Mayor Pro Tem Scott Johnson**

**ABSENT**

**Councilman Rick White**

**PRESENT**

**Interim City Administrator Alan Guard**

**City Secretary Monica Rodriguez**

**City Clerk Brooke Boller**

**ITEM NUMBER 1. CALL MEETING TO ORDER:**

Meeting called to order at 5:00 PM

**ITEM NUMBER 2. ROLL CALL:**

Roll call with the above-mentioned names present

**ITEM NUMBER 3. EXECUTIVE SESSION**

**Pursuant to Section 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee. The City Council will adjourn into executive session to deliberate regarding the appointment or employment of candidates to serve as City Administrator.**

- Jessica James
- Ben Nibarger
- Kristi Gilbert
- Matthew Fielder
- Steven McKay

Interviews and presentations took place with council and staff. No action.

**ITEM NUMBER 4. ADJOURN:**

Meeting adjourned 11:00 PM

APPROVED:

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Mayor Joe Max Wilson

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Mayor Pro Tem Scott Johnson

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Councilwoman Rebecca McPherson

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Councilman Bill Payne

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Councilman Rick White

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Councilman Charlie Stumm

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Monica Rodriguez, City Secretary

SEAL:

**WORKSHOP/SPECIAL MEETING**

**June 22, 2020**

**6:00 PM**

New Fairview City Hall

999 Illinois Ln.

New Fairview TX 76078

**MINUTES**

**STATE OF TEXAS**

**COUNTY OF WISE**

**CITY OF NEW FAIRVIEW**

**THE CITY COUNCIL CONVENED INTO A CITY COUNCIL WORKSHOP/SPECIAL MEETING, THE SAME BEING OPEN TO THE PUBLIC, THE 22<sup>ND</sup> DAY OF JUNE 2020 IN THE NEW FAIRVIEW CITY HALL AND NOTICE OF SAID MEETING GIVING THE TIME, PLACE AND SUBJECT THEREFORE HAVING BEEN POSTED AS PRESCRIBED BY ARTICLE 5 OF THE TEXAS GOVERNMENTAL CODE, WITH THE FOLLOWING MEMBERS PRESENT:**

**CITY COUNCIL**

**Mayor Joe Max Wilson**

**Mayor Pro Tem Scott Johnson**

**Councilman Bill Payne**

**Councilman Charlie Stumm**

**Councilwoman Rebecca McPherson**

**ABSENT**

**Councilman Rick White**

**PRESENT**

**Interim City Administrator Alan Guard**

**ITEM NUMBER 1. CALL TO ORDER:**

Mayor Wilson called the meeting to order at 6:05 PM

**ITEM NUMBER 2. ROLL CALL:**

Roll call with the above-mentioned names present

**ITEM NUMBER 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**

**ITEM NUMBER 4. SPECIAL MEETING:**

**A. EXECUTIVE SESSION**

**Personnel Matters**

**Pursuant to Section 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee. The City Council will adjourn into executive session to deliberate regarding the appointment or employment of candidates to serve as City Administrator.**

Mayor Wilson called the meeting into executive session at 6:10 PM. Executive session ended at 7:21 PM.

**ITEM NUMBER 5. WORKSHOP:**

**A. Discuss FY 2021 Operating Capital Budget**

Interim City Administrator Alan Guard presented the FY 2021 Operating Capital Budget.

**ITEM NUMBER 6. ADJOURN:**

Mayor Wilson adjourned the meeting at 8:39 PM.

**APPROVED:**

\_\_\_\_\_  
**Mayor Joe Max Wilson**

\_\_\_\_\_  
**Mayor Pro Tem Scott Johnson**

\_\_\_\_\_  
**Councilman Charlie Stumm**

\_\_\_\_\_  
**Councilwoman Rebecca McPherson**

\_\_\_\_\_  
**Councilman Bill Payne**

\_\_\_\_\_  
**Monica Rodriguez, City Secretary**

**SEAL:**



## **City Council Agenda July 13, 2020**

### **Agenda Item:7A 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;

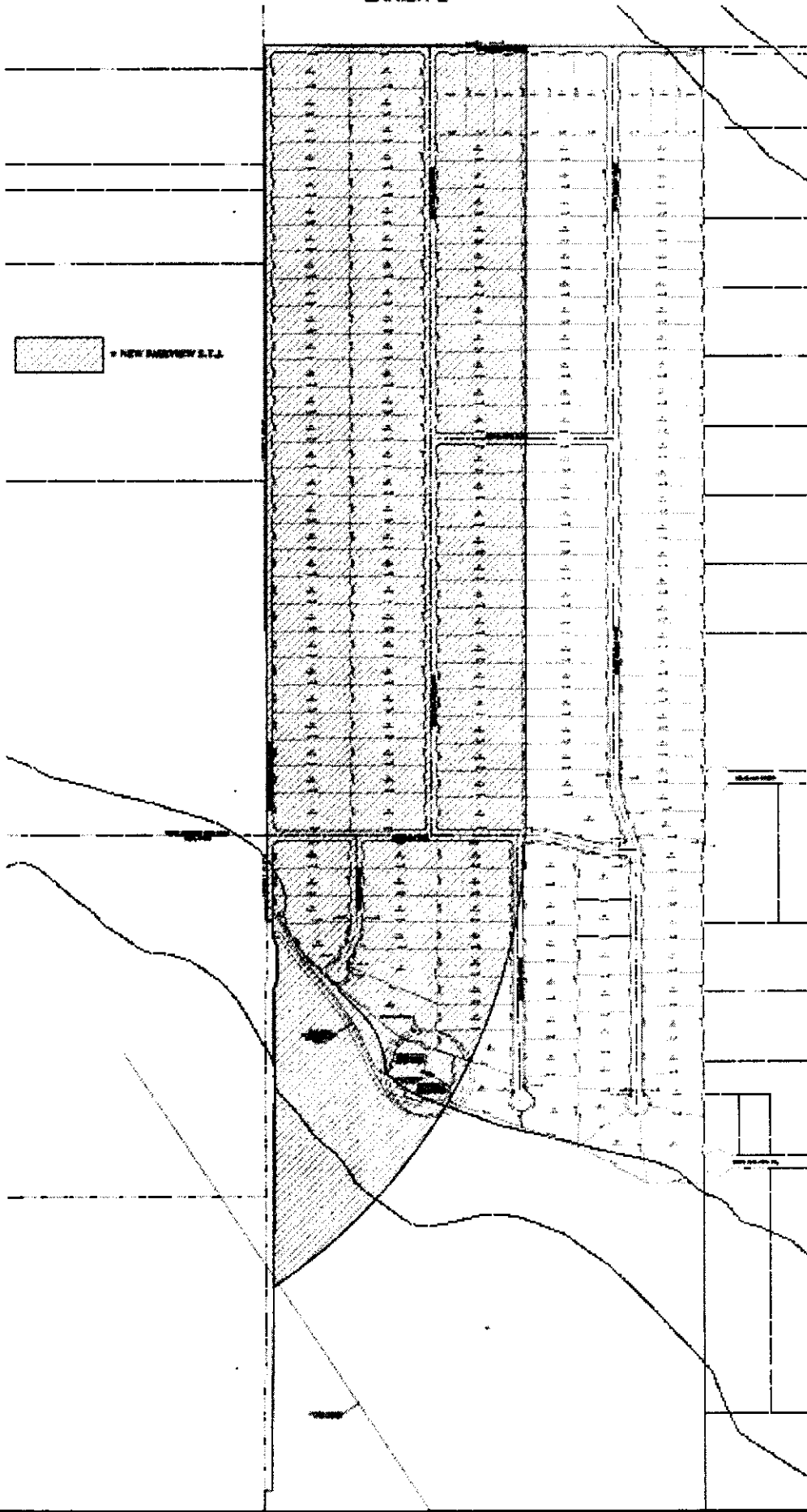
**THENCE** North 89 deg. 55 min. 32 sec. West along the North line of said 0.495 acre tract, a distance of 28.50 feet to the West line of said 322.98 acre tract and the approximate centerline of said South County Line Road;

**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: 7B                      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. 2020-17-209**

**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;

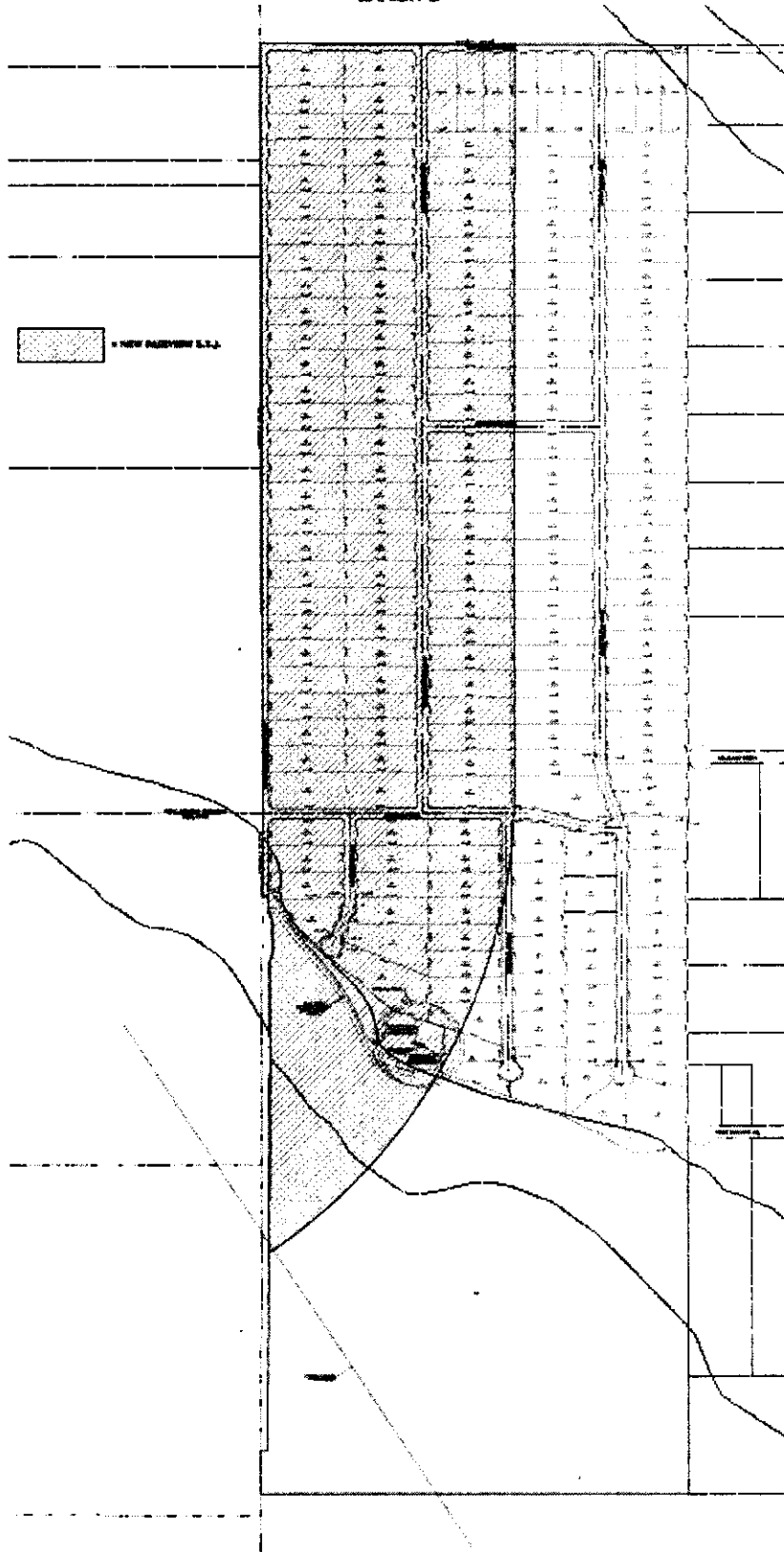
**THENCE** North 89 deg. 55 min. 32 sec. West along the North line of said 0.495 acre tract, a distance of 28.50 feet to the West line of said 322.98 acre tract and the approximate centerline of said South County Line Road;

**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:7C**

### **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:7D                      Dove Hollow Zoning                      (Ordinance)**

#### **Agenda Description:**

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.

#### **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

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;

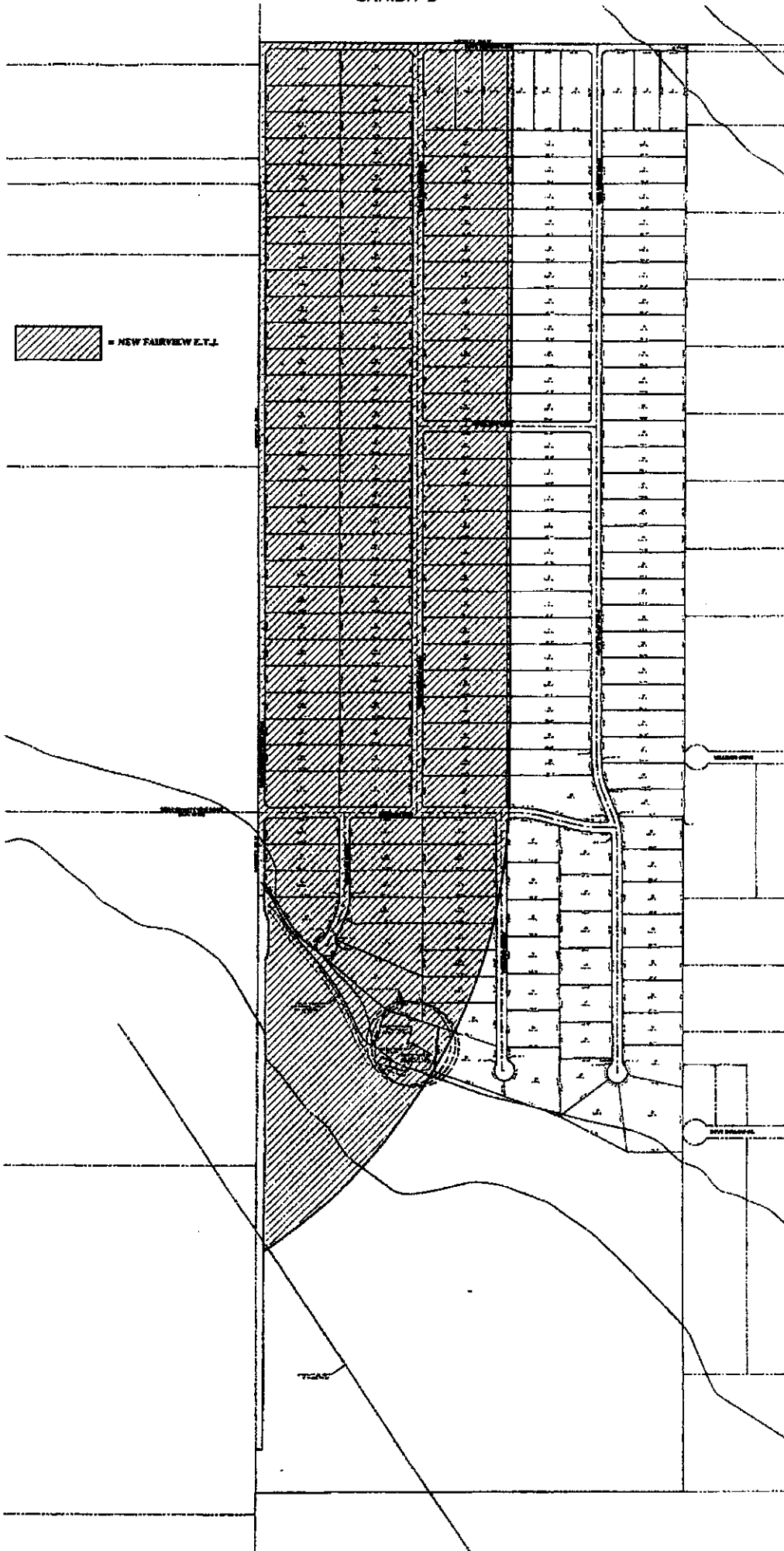
**THENCE** North 89 deg. 55 min. 32 sec. West along the North line of said 0.495 acre tract, a distance of 28.50 feet to the West line of said 322.98 acre tract and the approximate centerline of said South County Line Road;

**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.*

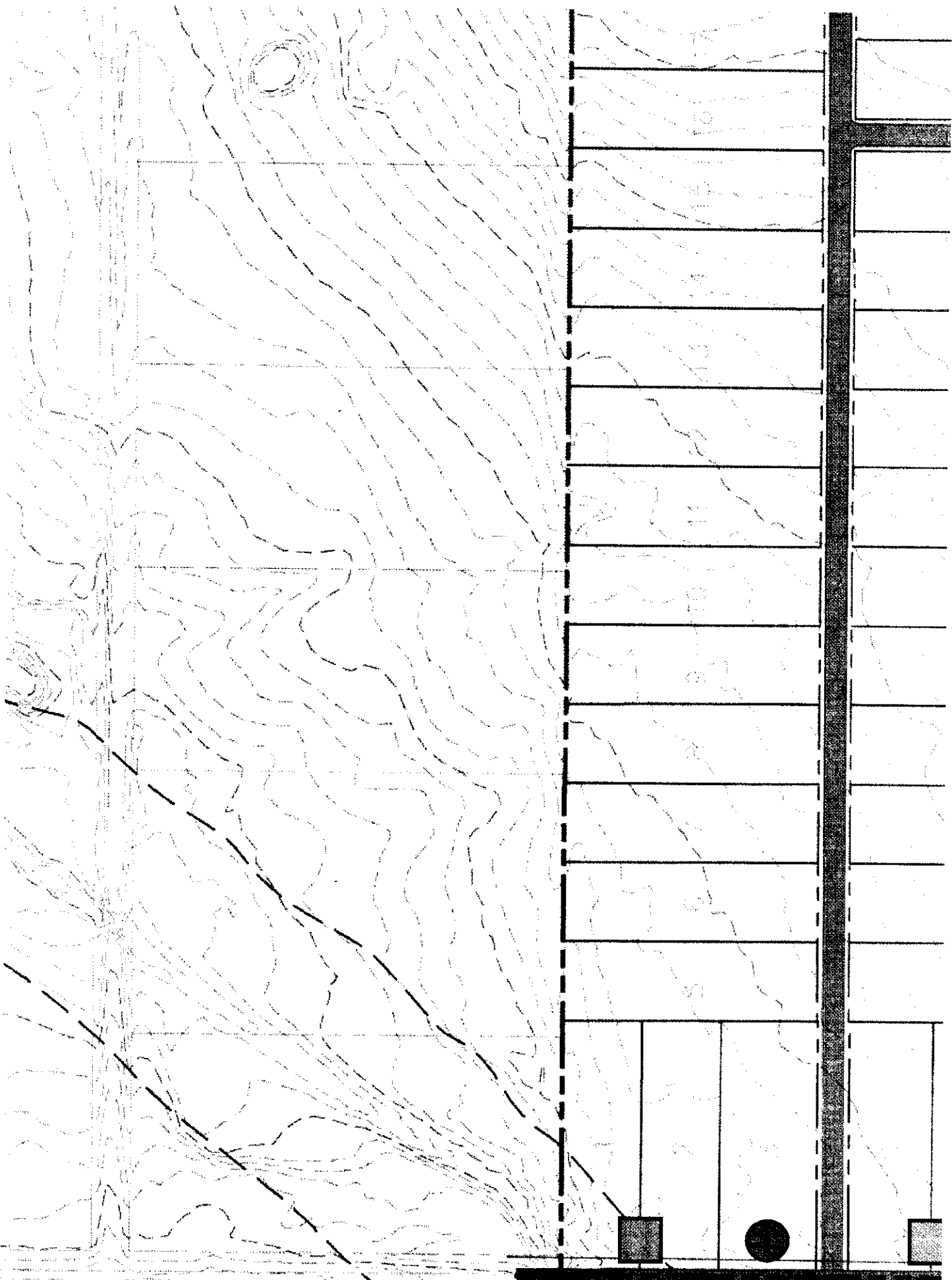
EXHIBIT B



**Attachment 1**  
**Access Approach Exhibit**



OW LANE



**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
<b>Residential</b>		
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

**ORDINANCE NO. 2020-18-210**

**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:

<b>Minimum Lot Size and Dimensions</b>	
Lot Area (sq. ft.)	43,560
Lot Width (feet)	100
Lot width of corner Lots (feet)	120
Lot Depth (feet)	200
<b>Dwelling Minimum Square Footage</b>	<b>2,400</b>
<b>Yard Requirements</b>	
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%
<b>House Requirements</b>	
Main structure maximum height (feet)	40
Accessory structure maximum height (feet)	14
Roof pitch maximum	6/12
<b>Driveways</b>	<b>See Attachment 1</b>

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





## Resolution to Participate

WHEREAS, the Public Funds Investment Act, Texas Government Code, Section 2256.001 et seq. (the Act) requires the governing body of each local government in this state to adopt investment policies in accordance with the terms of the Act; and

WHEREAS, pursuant to the requirements of the Act, the City Council (the Governing Body) of the City of New Fairview (the Local Government) has previously reviewed and adopted an investment policy (the Policy) that provides in part that the funds of the local government will be invested in investments permitted by the Act in order to: (i) invest only in investments legally permitted under Texas law; (ii) minimize risk by managing portfolio investments so as to preserve principal and maintain a stable net asset value; (iii) manage portfolio investments to ensure that cash will be available as required to finance operations; and (iv) maximize current income to the degree consistent with legality, safety, and liquidity; and

WHEREAS, pursuant to the Policy and the Act, the Local Government has appointed Benjamin Nibarger (the Investment Officer) to act as the investment officer of the Local Government; and

WHEREAS, the Act provides that funds under the control of a Local Government may be invested through investment pools meeting the standards of Section 2256.016 of the Act; and

WHEREAS, the Local Government has received and reviewed the Information Statement, dated December 2016 (the Information Statement), of Texas Cooperative Liquid Assets Securities System Trust (the Program), an investment pool administered by Public Trust Advisors, LLC that sets forth the information required by Section 2256.016(b) of the Act; and

WHEREAS, the Local Government has determined that the investments proposed to be acquired by the Program are of a type that are permitted by the Act and are consistent with the Policy; and

WHEREAS, the Local Government has determined that an investment in the Program will assist the Local Government in achieving the goals set forth in the Policy and will tend to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and

WHEREAS, the Local Government understands that the Program operates through the Eighth Amended and Restated Trust Agreement dated as of April 8, 2019 (the Trust Agreement), that provides the terms on which the Program will operate and the rights of the Participants in the Program and sets forth the responsibilities of Public Trust Advisors, LLC as the administrator of the Program (the Administrator) and of Wells Fargo Bank as custodian (the Custodian);

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE LOCAL GOVERNMENT:

That the form, terms, and provisions of the Trust Agreement, a draft of which was presented and reviewed at this meeting, providing for the creation of the Program and for the rights of the Program Participants and the duties and responsibilities of the Administrator be and the same are hereby approved and adopted; and that the Investment Officer be and he or she is hereby authorized and directed to execute and deliver to the Administrator and the Custodian in the name and on behalf of the Local Government a participation certificate evidencing the agreement of the Local Government to be bound by the Trust Agreement substantially in the form of the Trust Agreement reviewed and approved at this meeting, together with such changes therein as may be approved by the said officer, such approval to be conclusively evidenced by the execution thereof; and be it further

Resolved that the investment program established by the Trust Agreement is hereby found and determined to be consistent with the Policy and to preclude imprudent investment activities arising out of investment transactions conducted between the Local Government and the Program; and be it further

Resolved that the Governing Body hereby officially finds and determines that the facts and recitations contained in the preamble of this Resolution are true and correct; and be it further

Resolved that the Governing Body hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted for the time required by law preceding this meeting and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof were discussed, considered, and formally acted upon all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and the Act; and be it further

Resolved that the officers of the Local Government, and each of them, shall be and each is expressly authorized, empowered, and directed from time-to-time to do and perform all acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Local Government all certificates, instruments, and other papers, whether or not herein mentioned, as they may determine to be necessary or desirable in order to carry out the terms and provisions of this Resolution and of the Trust Agreement hereby authorized and approved, such determination to be conclusively evidenced by the performance of such acts and things and the execution of any such certificate, financing statement, instrument, or other paper; and be it further

Resolved that this Resolution shall take effect and be in full force upon and after its passage.

_____	_____	<i>Joe Max Wilson</i>
Authorized Signature	Date	Printed Name

_____	_____	_____
Authorized Signature	Date	Printed Name

## Exhibit D – Participation Certificate

The undersigned City of New Fairview (the Local Government) does hereby request that it be admitted as a Participant pursuant to Section 2.3 of the Eighth Amended and Restated Trust Agreement (the Agreement) dated as of April 8, 2019, by and between the Participants, Wells Fargo Bank as Custodian, and Public Trust Advisors, LLC. By executing this Participation Certificate, the undersigned agrees that, upon the execution hereof by the Program Administrator, it will become subject to the same obligations and shall have the same rights as if it had executed the Agreement.

The undersigned hereby certifies that Benjamin Nibarger (the Investment Officer) is the duly designated Representative of the undersigned as required by the Agreement.

The undersigned hereby certifies that its governing body has taken all actions required by Section 2256.016 of the Public Funds Investment Act, Texas Government Code, for it to participate in the Trust created by the Agreement.

City of New Fairview

Entity Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mayor  
\_\_\_\_\_  
Title

Accepted by Administrator (to be completed by Texas CLASS):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





**City of New Fairview, Texas  
Resolution No. 2020-25-115**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX ADOPTING A SOCIAL MEDIA POLICY**

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

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

**WHEREAS,** the City desires to have a written social media policy to provide guidelines for staff and the public.

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

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

PRESENTED AND PASSED on this **13<sup>th</sup> day of July**, at a meeting of the New Fairview City Council.

APPROVED:

\_\_\_\_\_  
Joe Max Wilson  
Mayor

ATTESTED:

\_\_\_\_\_  
Monica Rodriguez  
City Secretary



**City of New Fairview  
Social Media Policy  
July 13, 2020**

## **SOCIAL MEDIA POLICY**

### **PURPOSE**

This policy establishes guidelines for the establishment and use of social media sites by the City of New Fairview (including but not limited to Facebook and Twitter) as a means of conveying City information to the public.

The intended purpose behind establishing City of New Fairview social media sites is to disseminate information from the City, about the City, to its citizens.

The City of New Fairview has an overriding interest and expectation in deciding what is "spoken" on behalf of the City on City social media sites.

For purposes of this policy: "social media" is understood to be content created by individuals, using accessible, expandable, and upgradable publishing technologies, through and on the Internet. Examples of social media include, but are not limited to Facebook, blogs, RSS, YouTube, Twitter, LinkedIn, Pinterest, Delicious, Foursquare and Flickr. For purposes of this policy: "comments" include information, articles, pictures, videos or any other form of communication content posted on a City of New Fairview social media site.

### **GENERAL POLICY**

1. The establishment and use by any City department of City social media sites is subject to approval by the City Administrator or his/her designee. All City of New Fairview social media sites shall be administered by City Clerk, department directors, or department director's designee.
2. City social media sites should make clear that they are maintained by the City of New Fairview and that they follow the City's Social Media Policy.
3. Wherever possible, City social media sites should link back to the official City of New Fairview website for forms, documents, online services and other information necessary to conduct business with the City of New Fairview.
4. The City Administrator or designee will monitor content on City social media sites to ensure adherence to both the City's Social Media Policy and the interest and goals of the City of New Fairview.
5. The City reserves the right to restrict or remove content posted by the City of a City social media site. Any content removed must be retained by the City Secretary, including the time, date and identity of the poster, in accordance with the City's records retention schedule.
6. This Social Media Policy must be displayed to users or made available by hyperlink.
7. The City will approach the use of social media tools as consistently as possible, entity wide.

8. The City of New Fairview's website at [www.newfairview.org](http://www.newfairview.org) will remain the City's primary and predominant internet presence.

9. All City social media sites shall adhere to applicable federal, state and local laws, regulations and policies.

10. City social media sites are subject to the Texas Public Information Act. Any content maintained in a social media format, including a list of subscribers, posted communication, and communication submitted for posting, are a public record subject to public disclosure.

11. Employees representing the City government via City social media sites must conduct themselves at all times as a representative of the City and in accordance with all City policies.

12. This Social Media Policy may be revised at any time.

#### **COMMENT POLICY**

Social media pages should state that the opinions expressed by visitors to the page(s) do not reflect the opinions of the City or the department where the comment/post is made, that comments will be monitored and that content posted or submitted for posting is subject to public disclosure. In addition, all social media pages should state:

- The City reserves the right to require those who comment on its posts to comply with the Terms of Use of the Social Media site and will report users the City believes to be in violation of the Terms of Use.
- Individuals who post or comment are legally responsible for their comments and/or posts. Comments and/or posts must not breach any law, confidentiality or copyright.





**City Council Agenda  
July 13, 2020**

**Agenda Item:7G**

**Resolution**

**(Action Item)**

**Agenda Description:**

Discuss, consider and possible action approving a Resolution adopting a Cash Handling Policy.

**Background Information:**

Best practices for accounting suggest that cities should adopt a cash handling policy. Staff has prepared a cash handling for Council consideration. This policy provides for proper internal controls that protect municipal funds and help staff and City Council uphold their fiduciary responsibilities. This policy has been reviewed by the City Attorney. Adopting this policy will be recommended by the auditor.

**Financial Information:**

NA

**City Contact and Recommendation:**

Alan Guard, Interim City Administrator

Staff recommends that Council approve the resolution and adopt the cash handling policy.

**Attachments:**

Resolution

Cash handling policy



**City of New Fairview, Texas  
Resolution No. 2020-26-116**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX ADOPTING A CASH HANDLING POLICY**

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

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

**WHEREAS,** the City desires to have a written cash handling policy in conformance with GFOA best practices.

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

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

PRESENTED AND PASSED on this **13<sup>th</sup> day of July**, at a meeting of the New Fairview City Council.

APPROVED:

\_\_\_\_\_  
Joe Max Wilson  
Mayor

ATTESTED:

\_\_\_\_\_  
Monica Rodriguez  
City Secretary



City of New Fairview

Cash Handling Policy

July 13, 2020

# Cash Handling Policy

## **POLICY STATEMENT:**

This Policy sets out good business practices for handling cash and cash receipts. The establishment of strong internal controls for cash collections is necessary to prevent mishandling of funds and to safeguard against loss. All Departments that handle cash must have an awareness of, and show a commitment to, strong internal controls for cash management. All staff are responsible for establishing and maintaining the proper environment for internal controls.

## **PURPOSE:**

To provide direction for ensuring proper controls over all revenue sources and types of receipts by properly safeguarding, depositing and recording funds.

## **DEFINITIONS:**

For the purposes of this policy "cash" will include:

- Currency – United States dollar denominations
- Coins – The City of New Fairview will accept a maximum of 50 coins
- Checks
- Money Orders & Bank Drafts
- Debit Card Transactions
- Credit Card Transactions

## **SCOPE:**

This policy applies to all Departments and all staff whose duties involve receipting, handling and/or processing of cash and cash receipts of any type.

## **POLICY COMMUNICATION:**

Communication will be via email to all staff. Those staff without email will receive a hard copy. Inquiries will be addressed as they arise.

## **POLICY:**

1. All payments should be secured, deposited and/or processed within 72 hours of receipt.
2. Documentation for each transaction may be generated manually (receipt form) or through the use of a cash register or point of sale system that will provide detailed and/or summary information.

3. Where practical, use automated systems (point of sale or cash register) to increase cash processing efficiency to provide more detailed support for reconciliations and provide an audit trail.
4. Establish a starting cash drawer amount (cash float) requiring daily verification by the cashier responsible (as needed).
6. Segregate duties between collection, recording, reconciliation and deposit processes
7. Daily reconciliation and counting of receipts should be done away from public view, in a secure area
8. Cash back is not permitted during debit card transactions or any other transactions
9. Cashier(s) are obligated to report overages and shortages on the daily cash balance reports. Significant overages or shortages should be brought to the attention of their manager.
10. Revenue reports are prepared by Department staff where deposits are decentralized, or by Revenue Service staff when revenue is processed by the centralized tax counter
11. Revenue reports are to be prepared and recorded into the general ledger on a daily or weekly basis
12. During the monthly bank reconciliation, the revenue deposited will be reconciled with the revenue recorded in the General Ledger (G/L) and any discrepancy will be followed up with the originating Department
13. All cash should be counted by the cashier and verified by the manager/supervisor, if possible. Both individuals should sign off on a cash count sheet.

**Security Controls - Cash Drawers, Safes & Lock Boxes:**

1. Access to cash drawers should be limited to the cashier collecting the cash and/or the manager. Cash drawers should not be shared by cashiers.
2. Assign responsibility to the cashier for ensuring the security of the cash drawer after each use
3. Cashiers should not share their logins and passwords into the Point of Sale (POS) system
4. Where possible, cash drawers should not be visible to the general public
5. Require periodic draw-downs by management during the days of large collections to ensure the amount of cash in each drawer does not become excessive. Utilize drop safe where appropriate, or otherwise ensure cash that is drawn-down is in a secure location.
6. Where possible, cashiers should have access to a security alarm or buzzer that would alert management or security personnel of robberies or any other threatening activities
7. At end of day, ensure cash drawer is locked and secured in a safe

8. Any un-deposited checks or cash will be stored in a secure facility at the end of each business day
9. Any "paid" or "received" stamps shall be stored and locked at the end of each business day
10. Safes and lock boxes must be kept in a secure area and shall be locked at all times when unattended
11. Only limited staff shall have safe combinations or keys to lock boxes where funds are being locked for safekeeping
12. Safe combinations must be changed when an employee who previously had the combination leaves the section
13. Keys to lock boxes must be kept in a secure area.
14. Cash drawers should not open when there are non-cash transactions (i.e. during debit, credit or check transactions)
15. POS system logins and passwords must be cancelled for employees who no longer need access to the system
16. POS system access should be restricted based on individual staff's roles and responsibilities

**Processing Checks, Money Orders, and Bank Drafts:**

Staff may accept checks only when the check is made payable directly to the City of New Fairview.

The City will not accept a third-party check.

Upon receipt of checks, money orders or bank drafts the receiver must:

1. Ensure the date, amount and payee are correct and that the check is signed by the customer
2. Automated System Receipting: If Departments have an automated POS system or cash register, receipting will occur through those means, and the daily revenue reports and payments information is retained
  - a) All checks should be endorsed on the back of the check showing the Department/Section name, receipt number and the amount to be deposited
3. For Manual Receipting: Departments without access to automated systems (a cash register or computer) should use pre-numbered receipts with triplicate receipts, with the following completed:
  - a). Prepared by, Department, and extension of staff taking the payment
  - b). The payer's name and full address
  - c). Description of the item purchased

- d). Quantity and unit price if applicable
  - e). GL account number
  - f). Taxes (if applicable)
  - g). Type of cash received (i.e. check, cash)
  - h). Total amount of cash received
  - i). Date of receipt of revenue
  - j). The signature of the person receiving the cash
4. A copy of the receipt is provided to the customer, and the accounting copy of the receipt along with the payment should be maintained for deposit on a daily basis
  5. Departments shall file all receipts in numeric order for audit purposes
  6. If an error is made on a receipt or if the receipt must be cancelled, write "VOID" across the receipt ensuring that the word "VOID" is seen on the receipt including copies. This receipt is then filed numerically.

**Counterfeit Cash and Foreign Currency:**

1. Staff shall not take currency which is suspicious. If taken in error, please contact the city administrator, who will contact the police.
2. No foreign currency may be accepted.

**Cash Loss**

Staff is expected to take reasonable precautions not to lose funds in their care, and not to accept counterfeit funds. However, during the course of the daily reconciliation of cash to the revenue, shortages can occur. Depending on the value and reason for the cash loss, the following shall occur:

1. Cash loss identified as a cash shortage
  - a. Include cash discrepancies due to clerical errors, cash mishandling, loss of deposits, deposit not equal to cash identified at the bank
2. Cash shortages which are identified by the Department should be recorded on the revenue sheet with a clear explanation. If the cash shortage is identified by staff or the bank, staff will investigate, notify the Department, and make the appropriate journal entry to record the shortage.
3. Cash loss as a result of missing funds or theft must be reported directly to the Director of Revenues Services and Accounting for further investigation
4. Large cash losses should be reported to the Director of Revenue Services and Accounting

### **Large Cash Transactions:**

When clients attend a counter with large cash/dollar denominations and coin (greater than \$10,000), the following steps shall be utilized:

1. In a secured area, the client will be requested to count and sort the cash by denomination and give staff a total of the deposit
2. Two staff members will then recount and reconcile the cash total given by the client
3. Only once this procedure has been completed will a receipt be given

**Segregation of Duties:** Persons collecting cash should not have any other responsibilities related to cash handling. Cash receipting functions should also be segregated from cash disbursement functions.

A different person should be involved in each step of the process:

- Billing • Cash collecting/receipting • Cash counting • Cash depositing • Reconciliation

If there are not enough people to segregate the collecting, depositing and reconciling functions (a minimum of two staff are required) then mitigating controls should be developed. For example:

- Increased supervision or job rotation can be alternative controls

### **Certified Checks**

Where a certified check is required, as is the case for security for tenders and purchasing contracts, a money order or bank draft is deemed equivalent to a certified check. Certified checks will be deposited, unless there is a deposit requirement to return the funds within 5 working days.

### **Debit Cards and Credit Cards**

Debit cards are acceptable payment options, provided the staff/Department has access to a POS machine for processing. There will be a three percent (3%) processing fee added to the original cost of the payment. Staff must do the following:

1. Process transaction through the POS machine, by following the POS procedures
2. Check the expiration date of the credit card.
3. Confirm that the transaction was approved, and provide customer with copy of receipt generated through the POS machine
4. Enter payment in POS as debit or credit card payment
4. "Cash back" services are prohibited

### **Non-Sufficient Funds (NSF)**

The City is notified of non-sufficient funds (NSF) through the return of funds (typically checks) from the bank or rejected electronic transactions (typically debit and credit card). Administration



will contact the applicable Department, journal the amount from the revenue account which was credited, and return the rejected amount or funds to them. It is the responsibility of the Department to contact the payor and seek repayment. All NSF transactions are subject to a fee, per the City's Fee & Charges By-law, which is deposited to the Department account.

### **Responsibilities**

Staff:

1. Receiving funds on behalf of the City;
2. Adhere to this policy and all administrative procedures; and
3. Maintain records for audit.

### **Management:**

Establish an effective internal control system which includes:

1. Delegate responsibility for cash handling duties;
2. Maintain proper segregation of duties;
3. Require that staff handling cash be properly trained;
4. Require that staff follow all cash handling and depositing policies and procedures;
5. Review receipts and reconciliations on a regular basis;
6. Specify the actions to be taken by management based on the dollar amount and/or frequency of overages and shortages;
7. Investigate unusual variations in revenue.
8. Monitor deposits to ensure cash is being deposited;
9. Perform timely bank account reconciliations and investigate any discrepancies between internal records and the bank's records;
10. Conduct surprise cash counts to ensure the accuracy of collections;
12. Perform trend analysis of cash deposits and activity levels, which may identify anomalies or potential fraud;
13. Monitor cash register "voids" and use of "no sale" key and investigate excessive use;
14. Manage the armored car services to ensure safe, daily delivery of funds to the bank.

**Compliance:** In cases of policy violation, the City may investigate and determine appropriate corrective action.



**City Council Agenda  
July 13, 2020**

**Agenda Item:7H                                      Resolution                                      (Action Item)**

**Agenda Description:**

Discuss, consider and possible action approving a Resolution approving an agreement with the East Wise County Volunteer Fire Department and authorize the Mayor to sign the agreement.

**Background Information:**

Part of the City of New Fairview is located in Wise County. The City of New Fairview has not had a formal agreement with East Wise County Volunteer Fire Department to provide fire protection services in the New Fairview city limits. This agreement is similar to the one with the Justin Volunteer Fire Department but is limited to fire protection services. As part of the agreement the City agrees to provide the far east bay for East Wise County to stage a brush truck. The City agrees to fence off that bay and provide a keyless entry system to the door that accesses that bay

**Financial Information:**

\$1,000 annually. Funds are provided in the Administration budget under Professional Services.

**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. 2020-27-117**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX APPROVING THE AGREEMENT WITH THE EAST WISE COUNTY VOLUNTEER FIRE DEPARTMENT.**

**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 services provided for that part of the City located in Wise County; and

**WHEREAS,** the East Wise County Volunteer Fire Department desires to provide fire suppression 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 East Wise County Volunteer Fire Department 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 **13<sup>th</sup> day of July**, at a meeting of the New Fairview City Council.

APPROVED:

\_\_\_\_\_  
Joe Max Wilson  
Mayor

ATTESTED:

\_\_\_\_\_  
Monica Rodriguez  
City Secretary



**THE CITY OF NEW FAIRVIEW  
THE COUNTY OF WISE**

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**EAST WISE COUNTY VOLUNTEER  
FIRE DEPARTMENT – FIRE  
SERVICES**

**STATE OF TEXAS**

**INTERLOCAL COOPERATION AGREEMENT  
FIRE PROTECTION SERVICES**

THIS AGREEMENT, which has an effective date of July 13, 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 East Wise County Volunteer Fire Department, a non-profit agency, located in Wise 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 Wise County, 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 **CITY** desires to obtain fire protection services and related services for the benefit of the residents of New Fairview citizens in Wise County which the **AGENCY** is capable of providing; and

WHEREAS, the provision of fire protection 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 in New Fairview city limits in Wise 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 352 and 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 July 13, 2020, and ending September 30, 2021.

## **II.** **SERVICES**

The services to be rendered under this agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to the citizens of Wise County 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 Wise County 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 to citizens 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 **\$1,000.00** payable upon execution of this Agreement. 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. The **CITY** shall make available to the **AGENCY** the east bay of the multi-purpose building for use by the **AGENCY**. The **CITY** shall install a chain link fence to separate the bay from the other parts of the building and shall install a keyless entry system only accessible by the **AGENCY**.

**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. 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 rate 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 Wise 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

**AGENCY**

East Wise County Volunteer Fire  
Department  
P.O. Box 613  
East Wise County, TX 76247

By \_\_\_\_\_  
Joe Max Wilson  
Mayor, New Fairview

By \_\_\_\_\_  
East Wise County Fire Chief

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

Acting on behalf of and by the  
authority of the East Wise County Volunteer  
Fire Department

**DATED** \_\_\_\_\_

**DATED** \_\_\_\_\_

**ATTEST:**

BY: \_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
City Attorney





## **EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** ("Agreement") made and entered into this 13<sup>th</sup> 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



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

<b>As of 05/31/2020</b>	<b>FY 2020 Budget</b>	<b>FY 2020 Amended</b>	<b>FY 2020 Actual</b>	<b>Percent Remaining Amended</b>	<b>Amount Remaining Amended</b>
<b>BEGINNING FUND BALANCE</b>		61,141	61,141		
<b>Revenue</b>					
Current Property Tax	436,867	512,278	473,417	7.6%	38,861
Sales/Beverage Tax	130,000	100,000	105,683	-5.7%	(5,683)
Licenses and Permits	400,000	200,000	173,830	13.1%	26,170
Franchise Fees	46,235	46,235	45,203	2.2%	1,032
Court Fines	12,000	15,000	15,344	-2.3%	(344)
Other Revenue	0	80,000	54,287	32.1%	25,713
<b>TOTAL REVENUE</b>	<u>1,025,102</u>	<u>953,513</u>	<u>867,764</u>	9.0%	<u>85,749</u>
<b>Expenditures</b>					
Payroll & Benefits	256,343	145,838	78,757	46.0%	67,081
Contract Labor	98,500	148,837	85,696	42.4%	63,141
Supplies	48,460	78,869	30,703	61.1%	48,166
Services	32,600	27,000	25,323	6.2%	1,677
Public Works/Maintenance	141,000	118,500	33,173	72.0%	85,327
Utilities	11,600	11,600	7,612	34.4%	3,988
Consultants	171,755	271,000	210,966	22.2%	60,034
Capital Outlay	25,000	5,000	4,459	10.8%	541
<b>TOTAL EXPENDITURES</b>	<u>785,258</u>	<u>806,644</u>	<u>476,689</u>	40.9%	<u>329,955</u>
<b>REV OVER/(UNDER)EXP</b>	239,844	146,869	391,075		
Change to Fund Balance	239,844	146,869	391,075		
<b>ENDING FUND BALANCE</b>	239,844	208,010	452,216		
<b>% Fund Balance Reserve</b>		<b>28.6%</b>			

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

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

City Council	FY 2020 Budget	FY 2020 Amended	FY 2020 Actual	Percent Remaining Amended	Amount Remaining Amended
<b>Expenditures</b>					
<b>Supplies</b>					
Office Supplies					
Office Equipment					
Software			16		
Training/Dues/Membership	5,000	5,000	2,164	56.7%	2,836
Miscellaneous	500	500		100.0%	500
Supplies	1,500	1,500	45	97.0%	1,455
<b>Total Supplies</b>	<u>7,000</u>	<u>7,000</u>	<u>2,225</u>	68.2%	<u>4,775</u>
<b>TOTAL EXPENDITURES</b>	7,000	7,000	2,225	68.2%	4,775

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

<b>Administration</b>					
	<b>FY 2020 Budget</b>	<b>FY 2020 Amended</b>	<b>FY 2020 Actual</b>	<b>Percent Remaining Amended</b>	<b>Amount Remaining Amended</b>
<b>Expenditures</b>					
<b>Payroll &amp; Benefits</b>					
Payroll	50,000	25,200	-		25,200
Benefits	13,939	8,056	-		8,056
Mileage	500	1,200	-	100.0%	1,200
<b>Total Payroll &amp; Benefits</b>	<u>64,439</u>	<u>34,456</u>	-	100.0%	<u>34,456</u>
<b>Contract Labor</b>					
Contract Labor	-	8,000	-	100.0%	<u>8,000</u>
Building Inspector					
<b>Total Contract Labor</b>	<u>-</u>	<u>8,000</u>	-	100.0%	<u>8,000</u>
<b>Supplies</b>					
Office Supplies	5,000	2,500	1,669	33.3%	831
Office Equipment	2,600	1,000	-	100.0%	1,000
Software	1,050	30,000	4,162	86.1%	25,838
Training/Dues/Membership	1,200	1,200	-	100.0%	1,200
Miscellaneous	1,000	500	-	100.0%	500
Postage	500	200	131	34.7%	69
Election	6,000	3,000	-	100.0%	3,000
TML Insurance	5,479	5,479	3,958	27.8%	1,522
Supplies					
<b>Total Supplies</b>	<u>22,829</u>	<u>43,879</u>	<u>9,919</u>	77.4%	<u>33,960</u>
<b>Services</b>					
Property Tax Collection Fees	-	-	5,133		(5,133)
Contract Deputies					
<b>Total Services</b>	<u>-</u>	<u>-</u>	<u>5,133</u>		<u>(5,133)</u>
<b>Utilities</b>					
Electric/Trash	1,400	1,400	1,037	25.9%	363
Telephone	2,000	2,000	1,016	49.2%	984
<b>Total Utilities</b>	<u>3,400</u>	<u>3,400</u>	<u>2,054</u>	39.6%	<u>1,346</u>
<b>Consultants</b>					
Legal Expenses	25,000	97,000	64,153	33.9%	32,847
City Engineer					
City Planner					
Auditor	12,000	12,000		100.0%	12,000
Consultant Fees	44,755	47,000	30,008	36.2%	16,992
<b>Total Consultants</b>	<u>81,755</u>	<u>156,000</u>	<u>94,162</u>	39.6%	<u>61,838</u>
<b>Capital Outlay</b>					
Loan Payoff	25,000	5,000	4,459	10.8%	541
<b>Total Capital Outlay</b>	<u>25,000</u>	<u>5,000</u>	<u>4,459</u>	10.8%	<u>541</u>
<b>TOTAL EXPENDITURES</b>	<b>197,423</b>	<b>250,735</b>	<b>115,726</b>	<b>53.8%</b>	<b>135,009</b>



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

City Secretary					
	FY 2020 Budget	FY 2020 Amended	FY 2020 Actual	Percent Remaining Amended	Amount Remaining Amended
<b>Expenditures</b>					
<b>Payroll &amp; Benefits</b>					
Payroll	74,090	58,240	45,844	21.3%	12,396
Benefits	13,938	15,142	15,181	-0.3%	(38)
Mileage	500	500	647	-29.3%	(147)
<b>Total Payroll &amp; Benefits</b>	<b>88,528</b>	<b>73,882</b>	<b>61,672</b>	<b>16.5%</b>	<b>12,211</b>
<b>Contract Labor</b>					
Contract Labor		22,337		100.0%	22,337
Building Inspector					-
<b>Total Contract Labor</b>	<b>-</b>	<b>22,337</b>	<b>-</b>		<b>22,337</b>
<b>Supplies</b>					
Office Supplies	1,500	3,500	1,783	49.1%	1,717
Office Equipment	1,291	500		100.0%	500
Software	1,050	8,000	6,077	24.0%	1,923
Training/Dues/Membership	1,200	1,200	500	58.3%	700
Miscellaneous	1,000	1,000	184	81.6%	816
Bonds	100	100		100.0%	100
Postage	800	400	241	39.6%	159
Legal Notices	1,800	1,800	3,311	-83.9%	(1,511)
Recording	2,000	2,000	983	50.9%	1,017
Ads/Marketing	1,000	1,000		100.0%	1,000
<b>Total Supplies</b>	<b>11,741</b>	<b>19,500</b>	<b>13,079</b>	<b>32.9%</b>	<b>6,421</b>
<b>Utilities</b>					
Electric/Trash	1,400	1,400	1,027	26.7%	373
Telephone	2,000	2,000	1,022	48.9%	978
<b>Total Utilities</b>	<b>3,400</b>	<b>3,400</b>	<b>2,048</b>	<b>39.8%</b>	<b>1,352</b>
<b>Consultants</b>					
Legal Expenses	25,000	25,000		100.0%	25,000
Consultant Fees					
<b>Total Consultants</b>	<b>25,000</b>	<b>25,000</b>	<b>-</b>	<b>100.0%</b>	<b>25,000</b>
<b>TOTAL EXPENDITURES</b>	<b>128,669</b>	<b>144,119</b>	<b>76,799</b>	<b>46.7%</b>	<b>67,320</b>

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

Court	FY 2020 Budget	FY 2020 Amended	FY 2020 Actual	Percent Remaining Amended	Amount Remaining Amended
<b>Expenditures</b>					
<b>Payroll &amp; Benefits</b>					
Payroll	75,000	30,000	16,003	78.7%	13,997
Benefits	27,876	7,000	1,082	96.1%	5,918
Mileage	500	500		100.0%	500
<b>Total Payroll &amp; Benefits</b>	<u>103,376</u>	<u>37,500</u>	<u>17,086</u>	83.5%	20,414
<b>Supplies</b>					
Office Supplies	1,500	1,500	1,675	-11.7%	(175)
Office Equipment	1,190	1,190		100.0%	1,190
Software	1,500	3,500	3,261	-117.4%	239
Training/Dues/Membership	1,200	1,500	293	75.6%	1,207
Miscellaneous	1,000	500		100.0%	500
Postage	500	300	62	87.5%	238
Miscellaneous			52		
<b>Total Supplies</b>	<u>6,890</u>	<u>8,490</u>	<u>5,344</u>	22.4%	<u>3,146</u>
<b>Services</b>					
Municipal Judge	2,400	1,800	1,950	18.8%	(150)
Municipal Judge Training	200	200	200	0.0%	-
Court Costs to State					-
Contract Deputies	30,000	25,000	18,040	39.9%	6,960
<b>Total Services</b>	<u>32,600</u>	<u>27,000</u>	<u>20,190</u>	38.1%	6,810
<b>Utilities</b>					
Electric/Trash	1,400	1,400	907	35.2%	493
Telephone	2,000	2,000	1,011	49.4%	989
<b>Total Utilities</b>	<u>3,400</u>	<u>3,400</u>	<u>1,918</u>	43.6%	1,482
<b>Consultants</b>					
Legal Expenses	25,000	10,000	6,729	73.1%	3,271
Consultant Fees					
<b>Total Consultants</b>	<u>25,000</u>	<u>10,000</u>	<u>6,729</u>	73.1%	<u>3,271</u>
<b>TOTAL EXPENDITURES</b>	<b>171,266</b>	<b>86,390</b>	<b>51,266</b>	<b>70.1%</b>	<b>35,124</b>

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

<b>Public Works/Maintenance</b>	<b>FY 2020 Budget</b>	<b>FY 2020 Amended</b>	<b>FY 2020 Actual</b>	<b>Percent Remaining Amended</b>	<b>Amount Remaining Amended</b>
<b>Expenditures</b>					
<b>Contract Labor</b>					
Contract Labor	30,000	35,000	41,476	-18.5%	(6,476)
Code Enforcement	10,000	25,000	23,675	5.3%	1,325
Septic Inspector	6,500	6,500	7,425	-14.2%	(925)
Animal Control	2,000	2,000	1,245	37.8%	755
Building Inspector	50,000	50,000	11,875	76.3%	38,125
<b>Total Contract Labor</b>	<b>98,500</b>	<b>118,500</b>	<b>85,696</b>	<b>27.7%</b>	<b>32,804</b>
<b>Supplies</b>					
Miscellaneous			136		(136)
<b>Total Supplies</b>	<b>0</b>		<b>136</b>		<b>(136)</b>
<b>Public Works/Maintenance</b>					
Tractor/Truck Repairs	2,500	2,000	3,335	-66.8%	(1,335)
Tractor/Truck Diesel	1,500	1,500	1,814	-21.0%	(314)
Building Repairs	2,000	2,000	6,606	-230.3%	(4,606)
Building Improvements	25,000	10,000		100.0%	10,000
Equipment Rental			2,075		(2,075)
Equipment	500	5,000	3,000	40.0%	2,000
Security	2,500	2,500		100.0%	2,500
Cleanup Days					-
Street Lights	4,000	4,000	2,350	41.2%	1,650
Signs	3,000	1,500	1,142	23.9%	358
Road Maintenance	100,000	90,000	12,851	85.7%	77,149
<b>Total PW/Maintenance</b>	<b>141,000</b>	<b>118,500</b>	<b>33,173</b>	<b>72.0%</b>	<b>85,327</b>
<b>Utilities</b>					
Electric/Trash	1,400	1,400	598	57.3%	802
Telephone			994		
<b>Total Utilities</b>	<b>1,400</b>	<b>1,400</b>	<b>1,592</b>	<b>-13.7%</b>	<b>(192)</b>
<b>Consultants</b>					
Legal Expenses		40,000	48,340	-20.8%	(8,340)
City Engineer	20,000	15,000	11,378	24.1%	3,622
City Planner	20,000	25,000	50,357	-101.4%	(25,357)
Auditor			-		-
Consultant Fees					-
<b>Total Consultants</b>	<b>40,000</b>	<b>80,000</b>	<b>110,075</b>		<b>(30,075)</b>
<b>TOTAL EXPENDITURES</b>	<b>280,900</b>	<b>318,400</b>	<b>230,673</b>	<b>27.6%</b>	<b>87,727</b>