



CITY COUNCIL AGENDA

November 2, 2020

7:00 P.M.

New Fairview City Hall

999 Illinois Ln.

New Fairview TX 76078

AGENDA

I. CALL MEETING TO ORDER:

II. ROLL CALL:

III. 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

IV. 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. Consider approval of the September 14, 2020 City Council minutes.

B. Consider approval of the September 28, 2020 City Council minutes.

C. Consider approval of the October 12, 2020 City Council minutes.

D. Consider approval of the September 2020 Financial Report.

E. Consider approval of the October 2020 Financial Report

F. Consider approval of the Fairview Meadows Phase 1A final plat (Wastewater Treatment and Groundwater Plants).

G. Consider approval of the Preliminary Plat for Paloma Ranch Estates, formerly Dove Hollow, submitted by Dove Hollow Development, LLC.

H. Consider approval of a resolution of the City Council of the City of New Fairview, Texas, consenting to the addition of land to the New Fairview Municipal Utility District No. 1; and approval of the Second Amendment to Development Agreement for Fairview Meadows.

- I. Consider approval of the extension of the application for Pioneer Ranch Preliminary Plat till the next monthly meeting in December 2020.
- J. Consider approval of the extension of the application for Pioneer Ranch Final Plat till the next monthly meeting in December 2020.
- V. **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.
- VI. **NEW BUSINESS:**
 - A. Consider a resolution authorizing the City Administrator to enter into an agreement with Pacheco Koch to complete the survey, design, and engineering of City roads.
 - B. Consider a resolution approving the extension of the Mayor's declaration of local disaster and public health emergency.
 - C. Consider a resolution approving a depository agreement with Wilmington Trust for the Constellation Lake Public Improvement District (PID).
 - D. Update the Council on current projects and seek their input.

VII. 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 9th day of October 2020 at 7:00 PM at least 72 hours proceeding the meeting time.

Monica Rodriguez, City Secretary

SEAL:

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

**MINUTES
CITY COUNCIL
September 14, 2020
7:00 P.M.**

**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 14th DAY OF SEPTEMBER 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 Rick White
Councilman Charlie Stumm
Councilwoman Rebecca McPherson**

**PRESENT
City Administrator Ben Nibarger
City Secretary Monica Rodriguez
City Clerk Brooke Boller**

ITEM NUMBER 1. CALL MEETING TO ORDER:
Mayor Pro-Tem Johnson called the meeting to order at 7:00 P.M.

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.

No Executive session.

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. Minutes for August 3, 2020, August 24, 2020 and August 28, 2020**B. Monthly Financial Report**

Councilman Charlie Stumm makes a motion to approve both the Minutes and the Monthly Financial Report. Rick White seconds. Passes unanimously.

ITEM NUMBER 6. OPEN FORUM

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

Walter Clements, Candidate for Place 4, asked about the finances and why it is taking so long for the council to bring up the past finance reports, and audits from 2015, 2016, 2017, 2018, 2019.

Councilwoman Rebecca McPherson stated that prior to now, the city did not have the money to have an official audit done.

City Secretary Monica Rodriguez stated she had worked with the Council of Governments (NTCOG) to do basic audits, such as payroll and workers compensation, but they did not have the money to have a thorough audit.

Mayor Pro-tem Scott Johnson stated that COG came in did a self-audit so that someone could say these folks look okay but we did not have the \$10,000 to do a thorough audit at that time.

City Administrator Ben Nibarger stated that we need the thorough audits done now because the institution from which they want to purchase these bonds has the ability to look at the finances and determine if the city is worthy to invest that money in.

ITEM NUMBER 7. NEW BUSINESS:**A. Discuss and consider a resolution accepting the 2014-2015 annual audit report presented by William Spore, CPA.**

Please see the spread sheets below each Item. These will also be available at city hall or online for further viewing and understanding.

The 2014-2015 annual audit report has no findings and a clean audit. Councilman Rick White makes a motion to accept the 2014-2015 annual audit report. Charlie Stumm seconds. All in favor. Passes unanimously.

For the Year Ended September 30, 2015

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
RESOURCES (INFLOWS)				
Sales Taxes	\$ 345,000	\$ 320,000	\$ 191,208	\$ (128,792)
Franchise Fees	27,300	27,300	33,826	6,526
Municipal Court Revenues	70,800	67,000	5,481	(61,519)
Permits & Fees	70,100	65,100	39,425	(25,675)
Other Revenues	400	400	12,260	11,860
Proceeds from the Issuance of Debt	0	0	60,000	60,000
Interest Income	100	40	206	166
TOTAL RESOURCES (INFLOWS)	513,700	479,840	342,406	(137,434)
CHARGES TO APPROPRIATIONS (OUTFLOWS)				
General Government:				
Wages	80,000	83,000	85,417	(2,417)
Payroll Taxes	8,400	8,400	8,362	38
Health Insurance	5,400	5,400	5,750	(350)
Retirement	4,000	4,000	3,719	281
Animal Control	1,255	1,255	1,480	(225)
Audit Services	12,000	12,000	12,750	(750)
Contract Labor-Office	13,000	9,000	13,175	(4,175)
Contract Labor-Code Enforcement	30,000	25,000	22,450	2,550
Dues, Memberships & Training	2,200	2,200	3,883	(1,683)
Engineer Services	2,500	2,500	5,529	(3,029)
Inspections	26,500	25,000	26,815	(1,815)
Insurance	10,550	10,550	6,929	3,621
Legal Services	50,000	20,000	1,653	18,347
Miscellaneous Expenses	150	150	3,841	(3,691)
Office & Computer Supplies	9,250	7,700	8,534	(834)
Planning Services	20,400	2,500	7,854	(5,354)
Public Notices	1,200	1,200	729	471
Repair & Maintenance-Bldg. & Equip.	4,200	0	3,928	(3,928)
Street Lights	2,700	2,700	2,620	80
Telephone & Internet	5,000	5,000	6,285	(1,285)
Utilities	4,500	4,500	7,223	(2,723)
Total General Government	293,205	232,055	238,926	(6,871)
Municipal Court:				
Cleanup Days	1,000	1,000	0	1,000
Dues, Memberships & Training	50	50	185	(135)
Judge	3,375	3,375	2,152	1,223
Postage	0	0	705	(705)
Software	1,252	1,252	0	1,252
Total Municipal Court	5,677	5,677	3,042	2,635
Police:				
Contract Labor	46,000	45,000	44,317	683
TOTAL Police	46,000	45,000	44,317	683

For the Year Ended September 30, 2015

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
Public Works				
Contract Labor	24,000	0	21,929	(21,929)
Equipment Repair	4,100	0	1,201	(1,201)
Fuel	0	500	941	(441)
Street Repairs	5,000	1,000	1,726	(726)
TOTAL Public Works	33,100	1,500	25,797	(24,297)
Debt Service:				
Interest Paid	0	0	2,914	(2,914)
Total Debt Service	0	0	2,914	(2,914)
Capital Outlay:				
Building Improvements	0	0	156,082	(156,082)
TOTAL CAPITAL OUTLAY	0	0	156,082	(156,082)
TOTAL APPROPRIATIONS (OUTFLOWS)	377,982	284,232	471,078	(186,846)
EXCESS OF RESOURCES OVER UNDER APPROPRIATIONS	135,718	195,608	(128,672)	\$ (324,280)
BEGINNING BUDGETARY FUND BALANCE	231,736	231,736	231,736	
ENDING BUDGETARY FUND BALANCE	\$ 367,454	\$ 427,344	\$ 103,064	\$

- A. Discuss and consider a resolution accepting the 2015-2016 annual audit report presented by William Spore, CPA.
- The 2015-2016 annual audit report has no findings and a clean audit.
 - Councilman Charlie Stumm makes a motion to accept the 2015-2016 annual audit report. Councilman Rick White seconds. All in favor. Passes unanimously.

For the Year Ended September 30, 2016

	ORIGINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
RESOURCES (INFLOWS)			
Sales Taxes	\$ 193,380	\$ 154,775	\$ (38,605)
Franchise Fees	33,831	32,349	(1,482)
Municipal Court Revenues	7,426	9,687	2,261
Permits & Fees	41,801	25,450	(16,351)
Other Revenues	0	1,948	1,948
Interest Income	4	130	126
TOTAL RESOURCES (INFLOWS)	276,442	224,339	(52,103)
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
General Government:			
Wages	70,000	72,320	(2,320)

Payroll Taxes	8,000	5,425	2,575
Health Insurance	6,000	6,000	0
Retirement	2,600	3,401	(801)
Animal Control	1,500	1,335	165
Contract Labor-Code Enforcement	5,000	4,355	645
Dues, Memberships & Training	2,000	4,519	(2,519)
Engineer Services	5,000	2,885	2,115
Inspections	25,000	22,280	2,720
Insurance	6,600	6,948	(348)
Legal Services	10,000	11,999	(1,999)
Miscellaneous Expenses	1,520	2,355	(835)
Office & Computer Supplies	2,700	3,103	(403)
Planning Services	10,000	14,410	(4,410)
Public Notices	800	703	97
Repair & Maintenance-Bldg. & Equip.	1,000	967	33
Street Lights	2,600	2,243	357
Telephone & Internet	6,000	6,746	(746)
Utilities	6,000	5,362	638
Total General Government	172,320	177,356	(5,036)
Municipal Court:			
Cleanup Days	1,000	0	1,000
Dues, Memberships & Training	180	150	30
Judge	2,500	2,882	(382)
Postage		617	(617)
Software	1,290	1,329	(39)
Total Municipal Court	4,970	4,978	(8)
Police:			
Contract Labor	40,000	23,251	16,749
TOTAL Police	40,000	23,251	16,749

For the Year Ended September 30, 2016

	ORIGINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
Public Works			
Contract Labor	5,000	18,159	(13,159)
Equipment Repair	0	1,243	(1,243)
Fuel	500	1,002	(502)
Street Repairs	2,500	5,820	(3,320)
TOTAL Public Works	8,000	26,224	(18,224)
Debt Service:			
Interest Paid	1,152	2,866	(1,714)
Principal Paid	50,000	20,000	30,000
Total Debt Service	51,152	22,866	28,286
Capital Outlay:			
Building Improvements	0	4,667	(4,667)
TOTAL CAPITAL OUTLAY	0	4,667	(4,667)
TOTAL APPROPRIATIONS (OUTFLOWS)	276,442	259,342	17,100
EXCESS OF RESOURCES OVER UNDER APPROPRIATIONS	0	(35,003)	\$ (35,003)
BEGINNING BUDGETARY FUND BALANCE	103,064	103,064	
ENDING BUDGETARY FUND BALANCE	\$ 103,064	\$ 68,061	

B. Discuss and consider a resolution accepting the 2016-2017 annual audit report presented by William Spore, CPA.

The 2016-2017 annual audit report has no findings and a clean audit.

Councilman Rick White makes a motion to accept the 2016-2017 annual audit report. Councilman Charlie Stumm seconds. All in favor. Passes unanimously.

For the Year Ended September 30, 2017

	ORIGINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
RESOURCES (INFLOWS)			
Sales Taxes	\$ 160,352	\$ 109,678	\$ (50,674)
Franchise Fees	32,349	45,110	12,761
Municipal Court Revenues	8,478	1,903	(6,575)
Permits & Fees	27,235	18,292	(8,943)
Other Revenues	1,421	585	(836)
Interest Income	0	120	120
TOTAL RESOURCES (INFLOWS)	229,835	175,688	(54,147)
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
General Government:			
Wages	70,748	71,943	(1,195)
Payroll Taxes	8,620	5,575	3,045
Health Insurance	6,000	7,300	(1,300)

Retirement	2,273	4,933	(2,660)
Animal Control	1,285	800	485
Contract Labor-Office	12,870	10,656	2,214
Contract Labor-Code Enforcement	4,655	2,423	2,232
Dues, Memberships & Training	1,638	2,503	(865)
Engineer Services	3,260	4,115	(855)
Inspections	22,286	14,592	7,694
Insurance	6,948	5,464	1,484
Legal Services	4,869	6,000	(1,131)
Miscellaneous Expenses	162	1,694	(1,532)
Office & Computer Supplies	4,215	6,282	(2,067)
Planning Services	20,562	15,855	4,707
Public Notices	4,610	1,197	3,413
Repair & Maintenance-Bldg. & Equip.	446	491	(45)
Street Lights	1,514	2,852	(1,338)
Telephone & Internet	6,946	4,475	2,471
Utilities	4,956	3,665	1,291
Total General Government	188,863	172,815	16,048
Municipal Court:			
Dues, Memberships & Training	482	0	482
Judge	2,250	1,841	409
Software	1,329	0	1,329
Total Municipal Court	4,061	1,841	2,220
Police:			
Contract Labor	23,588	25,535	(1,947)
TOTAL Police	23,588	25,535	(1,947)

CITY OF NEW FAIRVIEW, TX
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND

For the Year Ended September 30, 2017

	ORIGINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
Public Works			
Contract Labor	5,000	4,885	115
Equipment Repair	4,208	512	3,696
Fuel	0	225	(225)
Street Repairs	12,721	1,395	11,326
TOTAL Public Works	21,929	7,017	14,912
Debt Service:			
Interest Paid	2,943	2,321	622
Principal Paid	20,000	10,266	9,734
Total Debt Service	22,943	12,587	10,356
Capital Outlay:			
Building Improvements	0	2,069	(2,069)
TOTAL CAPITAL OUTLAY	0	2,069	(2,069)
TOTAL APPROPRIATIONS (OUTFLOWS)	261,384	221,864	39,520
EXCESS OF RESOURCES OVER UNDER APPROPRIATIONS	(31,549)	(46,176)	\$ (14,627)
BEGINNING BUDGETARY FUND BALANCE	68,061	68,061	
ENDING BUDGETARY FUND BALANCE	\$ 36,512	\$ 21,885	

C. Discuss and consider a resolution accepting the 2017-2018 annual audit report presented by William Spore, CPA.

The 2017-2018 annual audit report has no findings and a clean audit.

Councilman Rick White makes a motion to accept the 2017-2018 annual audit report. Councilman Charlie Stumm seconds. All in favor. Passes unanimously.

For the Year Ended September 30, 2018

	ORIGINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
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RESOURCES (INFLOWS)			
Sales Taxes	\$ 117,133	\$ 134,966	\$ 17,833
Franchise Fees	44,255	46,234	1,979
Municipal Court Revenues	1,925	8,320	6,395
Permits & Fees	21,605	32,016	10,411
Developer Reimbursements	19,000	33,009	14,009
Other Revenues	0	369	369
Interest Income	0	52	52
TOTAL RESOURCES (INFLOWS)	203,918	254,966	51,048

CHARGES TO APPROPRIATIONS (OUTFLOWS)

General Government:

Wages	67,184	79,404	(12,220)
Payroll Taxes	8,768	6,680	2,088
Health Insurance	7,000	7,250	(250)
Retirement	3,602	6,738	(3,136)
Animal Control	775	1,295	(520)
Contract Labor-Office	10,656	11,944	(1,288)
Contract Labor-Code Enforcement	2,175	9,460	(7,285)
Dues, Memberships & Training	1,718	1,743	(25)
Engineer Services	4,125	11,210	(7,085)
Inspections	13,574	11,735	1,839
Insurance	5,464	5,579	(115)
Legal Services	8,410	12,495	(4,085)
Miscellaneous Expenses	1,447	1,449	(2)
Office & Computer Supplies	2,539	3,256	(717)
Planning Services	10,320	18,792	(8,472)
Public Notices	1,036	1,536	(500)
Repair & Maintenance-Bldg. & Equip.	315	360	(45)
Street Lights	2,691	1,876	815
Telephone & Internet	4,475	3,378	1,097
Utilities	3,318	6,019	(2,701)
Total General Government	159,592	202,199	(42,607)

Municipal Court:

Dues, Memberships & Training	220	0	220
Judge	1,691	2,450	(759)
Postage	0	450	(450)
Software	1,369	1,437	(68)
Total Municipal Court	3,280	4,337	(1,057)

Police:

Contract Labor	24,137	27,239	(3,102)
TOTAL Police	24,137	27,239	(3,102)

CITY OF NEW FAIRVIEW, TX
BUDGETARY COMPARISON SCHEDULE - GENERAL FUND

For the Year Ended September 30, 2018

	ORIGINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
Public Works			
Contract Labor	4,334	4,655	(321)
Equipment Repair	733	598	135
Fuel	0	277	(277)
Street Repairs	1,395	3,696	(2,301)
TOTAL Public Works	6,462	9,226	(2,764)
Debt Service:			
Interest Paid	0	1,832	(1,832)
Principal Paid	0	10,228	(10,228)
Total Debt Service	0	12,060	(12,060)
Capital Outlay:			
Building Improvements	0	0	0
TOTAL CAPITAL OUTLAY	0	0	0
TOTAL APPROPRIATIONS (OUTFLOWS)	193,471	255,061	(61,590)
EXCESS OF RESOURCES OVER UNDER APPROPRIATIONS	10,447	(95)	\$ <u>(10,542)</u>
BEGINNING BUDGETARY FUND BALANCE	21,885	21,885	
ENDING BUDGETARY FUND BALANCE	\$ <u>32,332</u>	\$ <u>21,790</u>	\$

D. Discuss and consider a resolution accepting the 2018-2019 annual audit report presented by William Spore, CPA.

The 2018-2019 annual audit report has no findings and a clean audit.

Councilman Charlie Stumm makes a motion to accept the 2018-2019 annual audit report. Councilwoman Rebecca McPherson seconds. All in favor. Passes unanimously.

For the Year Ended September 30, 2019

	ORIGINAL BUDGET	ACTUAL AMOUNTS	VARIANCE WITH FINAL BUDGET
RESOURCES (INFLOWS)			
Sales Taxes	\$ 129,344	\$ 156,982	\$ 27,638
Franchise Fees	46,234	44,244	(1,990)
Municipal Court Revenues	11,085	20,321	9,236
Permits & Fees	32,646	104,593	71,947
Developer Reimbursements	0	64,235	64,235
Other Revenues	0	983	983
Interest Income	87	50	(37)
TOTAL RESOURCES (INFLOWS)	219,396	391,408	172,012
CHARGES TO APPROPRIATIONS (OUTFLOWS)			
General Government:			
Wages	57,578	91,239	(33,661)
Payroll Taxes	9,090	5,983	3,107
Health Insurance	7,200	7,250	(50)
Retirement	6,738	8,726	(1,988)
Animal Control	1,095	1,160	(65)
Contract Labor-Office	10,083	11,303	(1,220)
Contract Labor-Code Enforcement	9,460	19,900	(10,440)
Dues, Memberships & Training	1,105	1,334	(229)
Engineer Services	1,500	7,260	(5,760)
Inspections	12,015	11,744	271
Insurance	5,579	10,436	(4,857)
Legal Services	8,000	77,929	(69,929)
Miscellaneous Expenses	405	2,161	(1,756)
Office & Computer Supplies	3,720	13,290	(9,570)
Planning Services	7,783	45,871	(38,088)
Public Notices	1,536	847	689
Repair & Maintenance-Bldg. & Equip.	330	451	(121)
Street Lights	2,147	3,676	(1,529)
Telephone & Internet	5,985	4,071	1,914
Utilities	4,155	7,055	(2,900)
Total General Government	155,504	331,686	(176,182)
Municipal Court:			
Dues, Memberships & Training	200	0	200
Judge	2,250	1,350	900
Postage & Supplies	0	604	(604)
Software	1,437	1,481	(44)
Total Municipal Court	3,887	3,435	452
Police:			
Contract Labor	27,239	29,605	(2,366)
TOTAL Police	27,239	29,605	(2,366)

See Accompanying Notes to Financial Statements

Page - 21

City Administrator Ben Nibarger stated As we can see from the above audits, there has not been any fraud or mismanagement of funds. The city does not currently have any debt.

It is required to have an audit each year.

In the past they have not had different accounts. They had money coming in and money going out like a personal checkbook. Now there is a new software and it will organize the revenue and money going out.

Mayor Joe Max Wilson stated he understands where Steve Misner is coming from. They didn't have the organization previously. All the money is accounted for and now we have enough money for the new software to better organize the finances.

Steve Misner wanted to know if the council approved the money for the new software. City Administrator Ben Nibarger invited Steve Misner and all others in attendance to come look at the books any time they would like to.

At this point many of the builders are reimbursing the city for these outgoing funds.

Discuss and consider a resolution authorizing the Mayor to sign an agreement with William Spore to prepare the FY 2019-2020 annual audit report.

Councilman Rick White accepts the resolution authorizing the Mayor to sign an agreement with William Spore to prepare the FY 2019-2020 annual audit report. Councilwoman Rebecca McPherson seconds.

Prior to final approval, both Walter Clements and Councilman Charlie Stumm asked the price.

City Administrator Ben Nibarger stated William Spore agreed to maintain the same price he has had for the last five years of \$3000.

Mayor Pro-Tem Scott Johnson stated this is a reasonable price.

This audit could be completed within six months.

All in favor. Passes Unanimously.

E. Discuss and consider a resolution adopting a Maximum Proposed Ad Valorem Tax Rate, take a Record Vote, and Set the Date for the Public Hearing and Adoption of the Operating Budget and Tax Rate for Fiscal Year 2020-2021.

The rate will remain a flat .30

City Administrator Ben Nibarger states that the state law requires the council to conduct a record vote on a Tax Rate that keeps the budget the same as it was the previous years.

Scott Johnson – Yes

Rick White – Yes

Rebecca McPherson – Yes

Charlie Stumm – Yes

Councilman Rick White makes a motion to set the Hearing for September 28, 2020. Councilman Charlie Stumm seconds. All agreed and it passes unanimously.

City Administrator Ben Nibarger stated the city did not want taxes but wanted the roads fixed. Fortunately, they have income from the developers, and they have not had to increase the taxes. They will have enough money to fix the roads.

Discuss and consider a resolution authorizing the Mayor to sign an agreement with Taylor, Olson, Adkins, Sralla, Elam (TOASE) establishing a tiered fee schedule for general municipal government legal services and development and/or district services funded through a professional services reimbursement agreement.

City Administrator Ben Nibarger states he has reached out to all the professional service providers, law firms, client firms etc., explained the cost was a little higher than the city expected. They came up with a tiered fee schedule for the city services and higher charges for the developers which would save the city money. This was negotiated by Nibarger and the council is very pleased with the negotiations.

F. Councilwoman Rebecca McPherson makes a motion to authorize the mayor to sign an agreement with Taylor, Olson, Adkins, Sralla, Elam (TOASE) establishing a tiered fee schedule for general municipal government legal services and development and/or district services funded through a professional services reimbursement agreement. Councilman Charlie Stumm seconds. All in favor and it passes unanimously.

I. Discuss and consider a resolution authorizing the Mayor to sign an agreement with Innovative Transportation Solutions, Inc. to provide transportation consulting services upon execution of a professional services agreements with local developers to provide at least \$25,000 in third-party funding.

City Administrator stated he has worked with John from Innovative Transportation Solutions previously and felt as though he was instrumental in developing a plan with TXDOT and he thought of John when he wanted to understand what to do with FM 407 and FM 2264.

John Polster is with Innovative Transportation Solutions. They are a public sector consultant. They have done work in Denton County since 1996 and has assisted Ennis with some of their roadwork. He admits that he is hard to deal with, but he works with what assets the city has and what the city wants and makes it happen. They are already working on FM 407 in Denton County so he sent emails to local engineers and Dallas District stated they would be willing to pay to extend the study into Wise County.

Next step would be the funding. He finds a way to make it happen and assist with pulling in federal dollars to repair FM 407. This would mean New Fairview would not have more than a \$5000 payment to get this done at this time.

Everyone knows that FM 407 needs to be looked at. They are currently completing a project in Denton County that currently stops just east of the Wise County Line. It only makes sense to expand that project to Hwy 287. With all the growth, they will have a significant increase of vehicles on FM 407.

FM 407 is one of the more urgent projects that needs to be complete, but they need someone to stand up and say hey we need to get this done.

John just wants TXDOT to add on to FM 407 and extend it through Wise County. He just needs the council to give the okay.

Councilwoman Rebecca McPherson made the motion to table this topic until the next meeting.

The council then discussed the urgency in completing this as soon as possible. John reiterated he does not work for TXDOT he only helps facilitate TXDOT. He partners with TXDOT. He is motivated and wants to take on his project.

The contract has a 30 Day Cancellation if the city chose to back out and John agrees to waive the extra \$5000 and leave the payment at the \$25,000 from the developers leaving New Fairview with no money out of pocket.

Mayor Pro-Tem Scott Johnson makes a motion to accept to sign an agreement with Innovative Transportation Solutions, Inc. to provide transportation consulting services upon execution of a professional services agreements with local developers to provide at least \$25,000 in third-party funding, with no extra money from the city at this time. Councilman Rick White seconds. All agree and it passes unanimously.

J. Discuss and consider a resolution authorizing the Mayor to sign an agreement with SPI to conduct a feasibility study on establishing a CCN and provide a report upon the execution of a professional services agreement with local developers to provide at least \$20,000 in third-party funding.

CCN is for water rights. City administrator stated he needs to make an amendment from \$20,000 to \$17,500. SPI is an engineering firm that will map out the water entering the city from different directions. This will give the city options of water outside of Aqua Texas. This will allow the city to take control over the water possibly in the future and therefore not depend out outside sources. The best thing a city can do is to control the water and sewer when it comes to the development.

This will offer third party funding for the water and allow the city to come up with long term solutions as wells go dry.

Councilwoman Rebecca McPherson makes a motion to authorize the Mayor to sign an agreement with SPI to conduct a feasibility study on establishing a CCN and provide a report upon the execution of a professional services agreement with local developers to provide at least \$20,000 in third-party funding. Councilman Charlie Stumm seconds. All agree and it passes unanimously.

K. Consider adoption of an ordinance that provides authority to the City Administrator to execute contracts, agreements and plats that have been approved by the City Council.

Councilman Rick White makes a motion to provide authority to the City Administrator to execute contracts, agreements and plats that have been approved by the City Council. Councilman Charlie Stumm seconds. All agree and it is passed unanimously.

L. Hold a public hearing and consider amending the Subdivision Regulation ordinance to require the City Administrator's signature on plats approved by the City Council.

Councilwoman Rebecca McPherson makes a motion to amend the Subdivision Regulation ordinance to require the City Administrator's signature on plats approved by the City Council. Councilman Rick White seconds. All agree and it passes unanimously.

M. Staff will provide the City Council an update and seek input on current projects.

East Wise stated their past response times were between 22 and 25 minutes and now their times have been cut down to about 9 minutes since moving into the New building.

The city will be purchasing a quick connect attachment backhoe which will fit within the budget and get work done quicker.

ITEM NUMBER 8. ADJOURN:

Mayor Pro-Tem Scott Johnson adjourned the meeting at 9:39 P.M

APPROVED:

Mayor Joe Max Wilson

Mayor Pro Tem Scott Johnson

Councilman Rick White

Councilman Charlie Stumm

Councilwomen Rebecca McPherson

ATTEST:

Monica Rodriguez, City Secretary

**MINUTES
SPECIAL MEETING CITY COUNCIL
September 28, 2020
7:00 P.M.**

**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 28th DAY OF SEPTEMBER 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 Pro Tem Scott Johnson
Councilman Charlie Stumm
Councilwoman Rebecca McPherson**

**PRESENT
City Administrator Ben Nibarger
City Secretary Monica Rodriguez
City Clerk Brooke Boller**

**ITEM NUMBER 1. WORKSHOP WITH CITY ADMINISTRATOR: 6:00PM
Workshop postponed.**

**ITEM NUMBER 2. CALL MEETING TO ORDER:
Mayor Pro-Tem Johnson called the meeting to order at 7:03 P.M.**

**ITEM NUMBER 3. ROLL CALL:
Roll call with the above-mentioned names present. Councilman Rick White and Mayor Joe Wilson were absent.**

**ITEM NUMBER 4. 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 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 September 14, 2020
B. Approve to extend the application for Pioneer Ranch preliminary plat till next monthly meeting in October

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

Councilman Charlie Stumm makes a motion to approve the Consent Agenda. Councilwoman Rebecca McPherson seconds. All in favor. Passes unanimously.

ITEM NUMBER 6. OPEN FORUM

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

John Scantora: He lives on Judge Court and noticed the land across from Hilltop is listed for sale and he would like to know if a development was expected and if New Fairview will be staying with the one acre lots or if that will change.

City Administrator Ben Nibarger states that property changes hands all of the time and it doesn't mean they will have a development but at this time no one has filed or presented anything to the city and since this topic was not on the agenda they cannot speak on it. By law it is already zoned for agricultural, but nothing has been filed just yet.

John also questioned the need for consultants. City Administrator Ben Nibarger states the consultants have the knowledge and the ability to assist the city in obtaining more funds and the ability to mediate with the State to get things done quicker. Mayor Pro-Tem Scott Johnson states the council does not know how to do a lot of this stuff. They need experts to help guide them through the processes to get things done correctly. John stated he understood.

It was also noted the city is not paying for the consultants, they are being funded by the third-party developers.

ITEM NUMBER 7. NEW BUSINESS:

- A. Consider a resolution authorizing the City to join the BuyBoard National Purchasing Cooperative to help streamline the purchasing process.**

Please see motion below. Item A and B will be combined.

B. Consider a resolution authorizing the City Administrator to enroll the City in the BuyBoard National Purchasing Cooperative, the Texas SmartBuy Membership Program, as well as other unnamed cooperative purchasing entities in the future, to provide a variety of purchasing options for supplies and equipment that have already gone through the competitive bidding process and established state contracts.

BuyBoard and The Local Government Purchasing Cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. The Cooperative also relieves the burdens of governmental purchasing by effectively using current technology and realizing economies of scale.

BuyBoard membership is free and open to all local governments, nonprofits, and other political subdivisions of the state of Texas. The following entities must be active, associate, or affiliate members of the Texas Association of School Boards (TASB) in order to participate in the BuyBoard:

Revenue to operate the system and the Cooperative comes primarily from a service fee payable by participating vendors. This will be a free service to the city.

Councilwoman Rebecca McPherson makes a motion to approve both A - resolution authorizing the City to join the BuyBoard National Purchasing Cooperative & B-resolution authorizing the City Administrator to enroll the City in the BuyBoard National Purchasing Cooperative, the Texas SmartBuy Membership Program, as well as other unnamed cooperative purchasing entities in the future. Mayor Pro-Tem Scott Johnson seconds the motion. All in Favor. Both A & B pass unanimously.

- C. Conduct a public hearing and consideration of an Ordinance adopting the revised budget for the fiscal year ending September 30, 2020, adopting the proposed operating and capital budget for the fiscal year ending September 30, 2021, including an investment policy, financial procedures, and debt management policy.

City Administrator explained the following budget to the citizens and the council.

General Fund - FY 2020-2021					
	FY 2019 Actual	FY 2020 Amended	FY 2021 Recomm.	Amount Chg FY 20 Amended	%Chg FY 20 Amended
BEGINNING FUND BALANCE	41,270	61,141	344,435		
Revenue					
Current Property Tax		487,192	476,743	(10,449)	-2.1%
Delinquent Property Tax		9,744	9,535	(209)	-2.1%
Penalties		1,536	1,430	(106)	-6.9%
Sales/Beverage Tax	129,344	150,000	150,000	(20,000)	-13.3%
Licenses and Permits	32,646	430,000	350,000	(80,000)	-18.6%
Franchise Fees	46,234	49,488	47,000	(2,488)	-5.0%
Court Fines	12,084	17,500	15,000	(2,500)	-14.3%
Other Revenue	87	56,000	50,000	(6,000)	-10.7%
TOTAL REVENUE	220,395	1,201,460	1,079,708	(121,751)	-10.1%
Expenditures					
Payroll & Benefits	89,770	145,838	268,411	122,573	84.0%
Contract Labor	74,179	528,637	340,000	(188,637)	-35.7%
Supplies & Services	33,524	238,690	179,040	(59,650)	-25.0%
Transfer Out	5,051	1,000	150,000	149,000	2980.0%
TOTAL EXPENDITURES	202,524	918,165	937,451	19,286	2.1%
REV OVER/(UNDER)EXP	17,871	283,294	142,257		
Change to Fund Balance	17,871	283,294	142,257		
ENDING FUND BALANCE	61,141	344,435	486,693		
% Fund Balance Reserve		41.1%	54.8%		
Expenditures by Department					
	FY 2019 Actual	FY 2020 Amended	FY 2021 Recomm.	Amount Chg FY 20 Amended	%Chg FY 20 Amended
City Council		7,000	17,000	10,000	142.9%
Administration	14,134	255,756	292,991	37,235	14.6%
City Secretary	91,675	144,119	108,814	(35,305)	-24.5%
Court	50,207	86,390	101,496	15,106	17.5%
Public Works	46,308	424,900	417,150	(7,750)	-1.8%
Total	202,524	918,165	937,451	19,286	2.1%

City of New Fairview CIP Fund - FY 2020-2021					
	FY 2019 Actual	FY 2020 Amended	FY 2021 Recomm.	Amount Chg FY 20 Amended	%Chg FY 20 Amended
BEGINNING FUND BALANCE					
Revenue					
Transfer In (GF)			150,000	150,000	
Bond Proceeds			3,000,000	3,000,000	
TOTAL REVENUE	-	-	3,150,000	3,150,000	-
Expenditures					
Capital Outlay	-	-	2,700,000		
Debt Service	-	-	150,000	150,000	-
TOTAL EXPENDITURES	-	-	2,850,000	150,000	-
REV OVER/(UNDER)EXP	-	-	300,000	300,000	
Change to Fund Balance	-	-	300,000	300,000	
ENDING FUND BALANCE	-	-	300,000	300,000	

City Administrator Ben Nibarger stated they are working with their financial advisor to get the timing in place for the road repairs.

The increase in employee pay is due to the city currently offering health insurance to the employees.

The operating expenses has increased due to new software and other items to ensure the city works efficiently.

The cost to keep the road repaired was over \$100,000 and this cost will decrease due to repaving the roadways will cut down on the need for asphalt and other repair items.

Open for Public Hearing and Questions from the citizens:

John asks could the city not use the current contractors to pave the roads in Hilltop and piggyback on whoever is here. Specifically, if the property across from Hilltop builds up. Wouldn't this be cheaper if they are already on site?

Mayor Pro-Tem Scott Johnson stated, the property across from Hilltop, if it were to build up, would not be for several more years and he knows the citizens do not want to wait that long for repairs.

Candidate Julie Burger asks why is the city spending the third party, developer money on consultants and would that money be better spent on the city.

Mayor Pro-tem Scott Johnson stated they can not use the third party money for the city gain. That money is for the betterment to assist the development and the city.

Julie asked why they are paying a consultant who is unable to make any changes to FM 407 or any authority to do anything.

City Administrator states the consultant they have hired for FM 407 has already pulled money from the Dallas County for the repairs for FM 407. Our developers are paying his fee and he has already facilitated the money from Dallas County and has already started it in motion with TXDOT.

Julie thinks the money could go for police presence, to fix the roads where the school busses will not go down, etc. She would like to also help the people who have already been here not just new developments City Administrator states, the impact fees from the developers which go to things like the FM 407 road and assists with the water concerns, help everyone in the city whereas just repairing the roads only helps those on that road. They can't use that money to just repair roads that have nothing to do with the new development.

Mayor Pro- Tem Scott Johnson closes the Public Hearing at 7:55 PM and the Council meeting is reopened.

Councilwoman Rebecca McPherson makes a motion to approve the revised budget, Councilman Charlie Stumm seconded. All in Favor the motion passes unanimously.

D. Consider a resolution ratifying the property tax as reflected in the operating budget for the fiscal year ending September 30, 2021.

The council redirected the City Administrator to keep the current tax rate and amend the budget to reflect the current tax rate.

They have a tax freeze for 65 Years Old or Older, Veterans (and spouses of deceased veterans) and Disabled. Their taxes will never go over .30.

Councilman Charlie Stumm makes a motion to approve ratifying the property tax as reflected in the operating budget to reflect the current tax rate. Councilwoman Rebecca McPherson seconds. All in Favor and it passes unanimously.

E. Consider a resolution authorizing the City Administrator to negotiate and sign an agreement for a municipal management software solution not to exceed \$25,000.

Civicgov is a software which will help facilitate the city business, create spreadsheets, create a timeline of inspections, build permits, track how many times things are being repaired and various other duties. Several cities of all sizes use this software.

The software itself costs \$25,000 and will be \$7000 a year for upkeep.

City Administrator Ben Nibarger goes over the several options with the council and citizens.

Citizen David Randolph via online asks are you going to run any tests to see if this software will work for New Fairview? Will it do other duties, will it be difficult to learn or will it cause an issue while they learn?

City Administrator Ben Nibarger stated they can get references and there would be a training and learning period and it will be fit into the current schedule.

Councilwoman Rebecca McPherson makes a motion to table this topic so they can do further investigation. Mayor Pro Tem Scott Johnson seconds. All in favor. Topic is tabled until next meeting.

F. Update the Council on the updated permit process for burning yard waste and debris in the City limits.

Citizens who wish to burn will need to register their burn through the city not the county. There is an ordinance that has been in place for several years but never enforced. Those who wish to burn should get a permit. The fee for these permits will be waived but the permit needs to be in place prior to burning. The city has made this easier by doing an online request. The permit will be filed and both the Sheriff's Office and the Fire Department will receive notification. These entities need to be aware to avoid the fire department or deputies being called out to a fire, where there is no issue. This just lets them aware that if someone sees smoke that the fire is under control.

Household waste is prohibited. Brush is allowed.

Citizens are urged to send Council a request if they believe the ordinance should be amended.

David Randolph asks can he burn in his firepit without a permit. City Administrator Ben Nibarger states it is just notification and should be done if you are burning anything that will create smoke.

Julie Burger asked if the city has checked with the Sheriff's Office and the Fire Department if this is how they want them to do and do they know what the city is asking them to do?

This is already in place.

G. Update the Council on the agreement with Hilltop Securities as the City's Financial Advisor.
City Council had already approved the agreement and the contract has been sent in and it is in place.

H. Update the Council on current projects and seek their input.

East Wise Fire has stated since they have moved into the New Fairview Bay they have cut their response times in half.

They wish to use another bay and an office to become even more efficient.

This does not affect the city council or any money.

This building was originally built for the fire department and they did not wish to join at that time. Now the Fire Marshall will conduct audits once a year to ensure the fire department is operating adequately.

They are now in partnership with the Fire Department.

City Council approves the use of another bay and an office. There will be a workshop next Meeting.

8. ADJOURN: Mayor Pro-Tem Scott Johnson adjourned the meeting at 9:10 PM

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 25th day of September 2020 at 5:00 PM at least 72 hours proceeding the meeting time.

ITEM NUMBER 8. ADJOURN:

Mayor Pro-Tem Scott Johnson adjourned the meeting at 9:39 P.M

APPROVED:

Mayor Joe Max Wilson

Mayor Pro Tem Scott Johnson

Councilman Rick White

Councilman Charlie Stumm

Councilwomen Rebecca McPherson

ATTEST:

Monica Rodriguez, City Secretary

CITY COUNCIL AGENDA

October 12, 2020

7:00 P.M.

New Fairview City Hall

999 Illinois Ln.

New Fairview TX 76078

AGENDA

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 14th DAY OF SEPTEMBER 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 Rick White

Councilman Charlie Stumm

Councilwoman Rebecca McPherson

PRESENT

City Administrator Ben Nibarger

City Secretary Monica Rodriguez

City Clerk Brooke Boller

I. CALL MEETING TO ORDER:

Mayor Wilson called the meeting to order at 7:00 P.M.

II. ROLL CALL:

Roll call with the above - mentioned names present

III. 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

IV. 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 to extend the application for Pioneer Ranch preliminary plat till next monthly meeting in November.

Mayor Pro Tem Johnson made a motion to approve to extend Pioneer Ranch preliminary plat till next time in November. Motion seconded by Councilman McPherson made a motion to second. Motion passed unanimously.

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

Mayor Pro Tem Johnson made a motion to approve to extend Pioneer Ranch final plat till next time in November. Motion seconded by Councilman McPherson made a motion to second. Motion passed unanimously.

V. EXECUTIVE SESSION: The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:

- A. Section 551.074 - Personnel Matters; (a) This chapter does not require a governmental body to conduct an open meeting: (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee; (b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing: City Administrator
No public discussion
- B. Section 551.087 - Deliberation Regarding Economic Development Negotiations (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1) for the following: New Fairview MUD

VI. **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.

VII. **NEW BUSINESS:**

- A. Consider a resolution designating the City Administrator as the responsible official on behalf of the City in dealing with the Texas Parks & Wildlife Department for the purpose of participating in the Local Park Grant Program; and approve the City Administrator to enter into an agreement with Stephens Engineering for professional services.

Councilman Stumm made a motion to approve Resolution 202010-01 designating the City Administrator as the responsible official on behalf of the city in dealing with the Texas Parks & Wildlife Department. Motion seconded by Mayor Pro Tem Johnson. Motion passed unanimously.

B. Consider a resolution authorizing the City Administrator to negotiate and sign an agreement for a municipal management software solution not to exceed \$21,500.

City Admin presented to the council a smart - city software solution for the Government. The functions of the software are beneficial to the city and staff. You can do pretty much all the building permits , invoicing, animal control, public works , case management and plan review.tracks all the inspections and much more. Councilwoman McPerson suggested to City Admin to negotiate . Mayor Pro Tem Johnson made a motion to authorize the City Administrator to negotiate and sign an agreement for a municipal management software solution not to extend \$21,500. Motion second by Councilman White. Motion passed unanimously.

C. Presentation by Dr. Warren the Superintendent of Northwest ISD regarding the district and the upcoming election.

Presentation

D. Provide the audience a summary of the workshop discussion.

No discussion.

E. Update the Council on current projects and seek their input.

VIII. ADJOURN:

Meeting adjourned at 10:00PM

APPROVED:

Mayor Joe Max Wilson

Mayor Pro Tem Scott Johnson

Councilman Rick White

Councilman Charlie Stumm

Councilwoman Rebbeca McOherson

ATTEST:

City Secretary Monica Rodriguez

General Fund
Statement of Revenue and Expenditures

		Annual Budget Oct 2019 Sep 2020	Current Period Sep 2020 Sep 2020 Actual	Year-To-Date Oct 2019 Sep 2020 Actual	Annual Budget Oct 2019 Sep 2020 Variance	Oct 2019 Sep 2020 Percent of Budget
Revenue & Expenditures						
Revenue						
Revenues						
Fines & Fees						
4501	Court Fines	17,500	0	17,930	(430)	102.46%
	Total Fines & Fees	\$17,500	\$0	\$17,930	(\$430)	
Franchise Fees						
4301	Franchise Fees	47,000	2,396	49,488	(2,488)	105.29%
	Total Franchise Fees	\$47,000	\$2,396	\$49,488	(\$2,488)	
Interest Income						
4800	Interest Income		0	1	(1)	0.00%
	Total Interest Income		\$0	\$1	(\$1)	
Other Revenue						
4902	Developer Deposits	70,000	0	45,482	24,518	64.97%
4901	Other Revenue	10,000	0	10,542	(542)	105.42%
	Total Other Revenue	\$80,000	\$0	\$56,025	\$23,975	
Permits						
4401	Construction Permits	325,000	112,285	409,849	(84,849)	126.11%
4403	Contractor Registration	1,500	0	1,555	(55)	103.67%
4402	Septic Permits	15,000	4,100	18,450	(3,450)	123.00%
	Total Permits	\$341,500	\$116,385	\$429,854	(\$88,354)	
Property Tax						
4101	Current Property Tax	485,000	0	496,640	(11,640)	102.40%
4102	Delinquent Property Tax	10,211	0		10,211	0.00%
4103	Penalties	1,536	0		1,536	0.00%
	Total Property Tax	\$496,747	\$0	\$496,640	\$107	
Sales Tax						
4201	Sales/ Beverage Tax	125,000	0	148,500	(23,500)	118.80%
	Total Sales Tax	\$125,000	\$0	\$148,500	(\$23,500)	
	Revenues Totals	\$1,107,747	\$118,781	\$1,198,438	(\$90,691)	
	Revenue	\$1,107,747	\$118,781	\$1,198,438	(\$90,691)	
	Gross Profit	\$1,107,747	\$118,781	\$1,198,438		

Statement of Revenue and Expenditures

		Annual Budget Oct 2019 Sep 2020	Current Period Sep 2020 Sep 2020 Actual	Year-To-Date Oct 2019 Sep 2020 Actual	Annual Budget Oct 2019 Sep 2020 Variance	Oct 2019 Sep 2020 Percent of Budget
Expenses						
City Administration						
Contact Labor						
5110	City Planner		2,986	2,986	(2,986)	0.00%
5101	Contract Labor	8,000	1,093	12,267	(4,267)	153.34%
5108	Legal Expenses	97,000	2,148	82,597	14,403	85.15%
	Total Contact Labor	\$105,000	\$6,226	\$97,850	\$7,150	
Debt Service Expense						
7020	Interest Payment	200	0	155	45	77.41%
7010	Principal Payment	4,800	0		4,800	0.00%
	Total Debt Service Expense	\$5,000	\$0	\$155	\$4,845	
Repair / Maintenance Expense						
5401	Building Repairs		0	1,554	(1,554)	0.00%
	Total Repair / Maintenance Expense		\$0	\$1,554	(\$1,554)	
Salaries & Payroll						
5007	FICA - Payroll Taxes	13,800	0		13,800	0.00%
5006	Health Insurance	600	3,523	3,523	(2,923)	587.21%
5009	Mileage	700	0		700	0.00%
5003	Overtime	99	0		99	0.00%
5001	Salaries	90,200	5,920	17,760	72,440	19.69%
5005	TMRS	8,056	579	1,737	6,319	21.56%
5010	Unemployment		0	34	(34)	0.00%
	Total Salaries & Payroll	\$113,455	\$10,022	\$23,055	\$90,400	
Services						
5340	Auditor	12,000	0		12,000	0.00%
5361	Credit Card Fees		0	206	(206)	0.00%
5370	Election Expense	3,000	0		3,000	0.00%
5350	Professional Services	47,000	0	56,907	(9,907)	121.08%
5360	Prop Tax Collection Fees		0	5,133	(5,133)	0.00%
5310	Software	30,000	0	10,308	19,692	34.36%
5380	TML Insurance	5,479	0	7,120	(1,641)	129.95%
5322	Training/ Dues/ Memberships	1,200	300	336	864	27.99%
	Total Services	\$98,679	\$300	\$80,009	\$18,670	
Supplies						
5299	Miscellaneous Supplies	500	17	3,141	(2,641)	628.13%
5202	Office Equipment		0	931	(931)	0.00%
5201	Office Supplies	3,500	1,619	6,335	(2,835)	180.99%

Statement of Revenue and Expenditures

		Annual Budget Oct 2019 Sep 2020	Current Period Sep 2020 Actual	Year-To-Date Oct 2019 Sep 2020 Actual	Annual Budget Oct 2019 Sep 2020 Variance	Oct 2019 Sep 2020 Percent of Budget
5207	Postage	200	0	131	69	65.28%
	Total Supplies	\$4,200	\$1,636	\$10,537	(\$6,337)	
	Utilities Expense					
5501	Electric / Trash	1,400	751	2,045	(645)	146.11%
5502	Telephone	2,000	261	1,548	452	77.39%
	Total Utilities Expense	\$3,400	\$1,012	\$3,593	(\$193)	
	City Administration Totals	\$329,734	\$19,196	\$216,753	\$112,981	
	City Council					
	Services					
5325	Municipal Judge Training	500	0		500	0.00%
5310	Software		0	16	(16)	0.00%
5322	Training/ Dues/ Memberships	5,000	1,100	3,364	1,636	67.29%
	Total Services	\$5,500	\$1,100	\$3,380	\$2,120	
	Supplies					
5213	Council Supplies	1,500	0	45	1,455	2.98%
5299	Miscellaneous Supplies		33	33	(33)	0.00%
	Total Supplies	\$1,500	\$33	\$78	\$1,422	
	City Council Totals	\$7,000	\$1,133	\$3,458	\$3,542	
	City Secretary					
	Contact Labor					
5107	Contract Deputies		0	99	(99)	0.00%
5101	Contract Labor	22,337	0		22,337	0.00%
5108	Legal Expenses	25,000	0	3,311	21,689	13.24%
	Total Contact Labor	\$47,337	\$0	\$3,410	\$43,927	
	Other Expense					
5901	Miscellaneous Expense	100	0	184	(84)	184.22%
	Total Other Expense	\$100	\$0	\$184	(\$84)	
	Salaries & Payroll					
5007	FICA - Payroll Taxes		260	12,693	(12,693)	0.00%
5006	Health Insurance		0	600	(600)	0.00%
5009	Mileage	500	0	647	(147)	129.32%
5001	Salaries	73,382	3,400	64,149	9,233	87.42%
5005	TMRS		358	9,068	(9,068)	0.00%
	Total Salaries & Payroll	\$73,882	\$4,018	\$87,157	(\$13,275)	
	Services					
5330	Ads - Marketing	1,000	0		1,000	0.00%
5305	Legal Notices	1,800	0	214	1,586	11.88%

General Fund
Statement of Revenue and Expenditures

		Annual Budget Oct 2019 Sep 2020	Current Period Sep 2020 Sep 2020 Actual	Year-To-Date Oct 2019 Sep 2020 Actual	Annual Budget Oct 2019 Sep 2020 Variance	Oct 2019 Sep 2020 Percent of Budget
5306	Recording	2,000	0	983	1,017	49.15%
5310	Software	8,000	0	7,549	451	94.36%
5322	Training/ Dues/ Memberships	1,200	220	760	440	63.33%
	Total Services	\$14,000	\$220	\$9,505	\$4,495	
Supplies						
5299	Miscellaneous Supplies	1,000	0		1,000	0.00%
5202	Office Equipment	500	0		500	0.00%
5201	Office Supplies	3,500	118	1,936	1,564	55.30%
5207	Postage	400	0	248	152	62.10%
	Total Supplies	\$5,400	\$118	\$2,184	\$3,216	
Utilities Expense						
5501	Electric / Trash	1,400	147	1,555	(155)	111.11%
5502	Telephone	2,000	261	1,514	486	75.68%
	Total Utilities Expense	\$3,400	\$408	\$3,069	\$331	
	City Secretary Totals	\$144,119	\$4,764	\$105,510	\$38,609	
Court						
Contact Labor						
5107	Contract Deputies	25,000	3,964	32,214	(7,214)	128.86%
5108	Legal Expenses	10,000	0	7,888	2,112	78.88%
5106	Municipal Judge	1,800	0	1,950	(150)	108.33%
	Total Contact Labor	\$36,800	\$3,964	\$42,052	(\$5,252)	
Other Expense						
5901	Miscellaneous Expense		0	52	(52)	0.00%
	Total Other Expense		\$0	\$52	(\$52)	
Salaries & Payroll						
5007	FICA - Payroll Taxes		149	703	(703)	0.00%
5006	Health Insurance	7,000	0		7,000	0.00%
5009	Mileage	500	0		500	0.00%
5003	Overtime		0	99	(99)	0.00%
5001	Salaries	30,000	1,946	26,483	3,517	88.28%
5005	TMRS		205	2,847	(2,847)	0.00%
	Total Salaries & Payroll	\$37,500	\$2,300	\$30,131	\$7,369	
Services						
5325	Municipal Judge Training	200	0	200		100.00%
5310	Software	3,500	0	3,261	239	93.18%
5322	Training/ Dues/ Memberships	1,500	0	333	1,167	22.18%
	Total Services	\$5,200	\$0	\$3,794	\$1,406	

General Fund
Statement of Revenue and Expenditures

		Annual Budget Oct 2019 Sep 2020	Current Period Sep 2020 Sep 2020 Actual	Year-To-Date Oct 2019 Sep 2020 Actual	Annual Budget Oct 2019 Sep 2020 Variance	Oct 2019 Sep 2020 Percent of Budget
Supplies						
5299	Miscellaneous Supplies	500	0		500	0.00%
5201	Office Supplies	2,690	0	1,934	756	71.89%
5207	Postage	300	145	208	92	69.23%
	Total Supplies	\$3,490	\$145	\$2,142	\$1,348	
Utilities Expense						
5501	Electric / Trash	1,400	58	1,094	306	78.15%
5502	Telephone	2,000	261	1,502	498	75.11%
	Total Utilities Expense	\$3,400	\$319	\$2,596	\$804	
	Court Totals	\$86,390	\$6,729	\$80,767	\$5,623	
Public Works						
Capital Outlay						
6020	Equipment - Capital		0	3,000	(3,000)	0.00%
	Total Capital Outlay		\$0	\$3,000	(\$3,000)	
Contact Labor						
5104	Animal Control	2,000	225	1,795	205	89.75%
5105	Building Inspector	24,000	2,876	21,138	2,863	88.07%
5109	City Engineer	42,000	5,500	41,507	493	98.83%
5110	City Planner	62,000	5,208	59,395	2,605	95.80%
5102	Code Enforcement	40,000	3,850	38,939	1,061	97.35%
5101	Contract Labor	85,000	11,524	78,918	6,082	92.84%
5108	Legal Expenses	65,000	0	62,159	2,841	95.63%
5103	Septic Inspector	13,500	1,320	12,650	850	93.70%
	Total Contact Labor	\$333,500	\$30,504	\$316,500	\$17,000	
Other Expense						
5901	Miscellaneous Expense	2,500	743	2,476	24	99.03%
	Total Other Expense	\$2,500	\$743	\$2,476	\$24	
Repair / Maintenance Expense						
5401	Building Repairs	27,000	528	16,293	10,707	60.34%
5410	Road Maintenance	21,000	211	20,402	598	97.15%
5420	Tractor / Truck Diesel	5,500	739	4,903	597	89.14%
5430	Tractor/ Truck Repairs	5,500	95	5,318	182	96.69%
	Total Repair / Maintenance Expense	\$59,000	\$1,574	\$46,916	\$12,084	
Services						
5320	Equipment Rental	8,000	0	7,905	95	98.81%
	Total Services	\$8,000	\$0	\$7,905	\$95	

Statement of Revenue and Expenditures

		Annual Budget Oct 2019 Sep 2020	Current Period Sep 2020 Sep 2020 Actual	Year-To-Date Oct 2019 Sep 2020 Actual	Annual Budget Oct 2019 Sep 2020 Variance	Oct 2019 Sep 2020 Percent of Budget
Supplies						
5202	Office Equipment	15,000	67	328	14,672	2.19%
5201	Office Supplies		411	1,906	(1,906)	0.00%
5222	Signs	1,500	0	1,380	120	92.02%
Total Supplies		\$16,500	\$478	\$3,615	\$12,885	
Utilities Expense						
5501	Electric / Trash	1,400	382	1,313	87	93.80%
5505	Street Lights	4,000	77	2,545	1,455	63.62%
5502	Telephone		0	995	(995)	0.00%
Total Utilities Expense		\$5,400	\$459	\$4,853	\$547	
Public Works Totals		\$424,900	\$33,758	\$385,264	\$39,636	
Unallocated						
Other Expense						
5901	Miscellaneous Expense		0	1,163	(1,163)	0.00%
Total Other Expense			\$0	\$1,163	(\$1,163)	
Unallocated Totals			\$0	\$1,163	(\$1,163)	
Expenses		\$992,143	\$65,580	\$792,915	\$199,228	
Revenue Less Expenditures		\$115,604	\$53,201	\$405,523		
Transfers In						
City Administration						
Transfer Revenue						
8100	Transfers In		0	304	(304)	0.00%
Total Transfer Revenue			\$0	\$304	(\$304)	
City Administration Totals			\$0	\$304	(\$304)	
Revenues						
Transfer Revenue						
8100	Transfers In		0	30	(30)	0.00%
Total Transfer Revenue			\$0	\$30	(\$30)	
Revenues Totals			\$0	\$30	(\$30)	
Transfers In			\$0	\$334	(\$334)	
Net Change in Fund Balance		\$115,604	\$53,201	\$405,857		

Statement of Revenue and Expenditures

		Annual Budget Oct 2020 Sep 2021	Current Period Oct 2020 Oct 2020 Actual	Year-To-Date Oct 2020 Oct 2020 Actual	Annual Budget Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
Revenue & Expenditures						
Revenue						
Revenues						
Fines & Fees						
4501	Court Fines	15,000	0		15,000	0.00%
	Total Fines & Fees	\$15,000	\$0		\$15,000	
Franchise Fees						
4301	Franchise Fees	47,000	0		47,000	0.00%
	Total Franchise Fees	\$47,000	\$0		\$47,000	
Other Revenue						
4901	Other Revenue	50,000	0		50,000	0.00%
	Total Other Revenue	\$50,000	\$0		\$50,000	
Permits						
4401	Construction Permits	350,000	23,286	23,286	326,714	6.65%
4402	Septic Permits		210	210	(210)	0.00%
	Total Permits	\$350,000	\$23,496	\$23,496	\$326,504	
Property Tax						
4101	Current Property Tax	476,743	0		476,743	0.00%
4102	Delinquent Property Tax	9,535	0		9,535	0.00%
4103	Penalties	1,430	0		1,430	0.00%
	Total Property Tax	\$487,708	\$0		\$487,708	
Sales Tax						
4201	Sales/ Beverage Tax	130,000	0		130,000	0.00%
	Total Sales Tax	\$130,000	\$0		\$130,000	
	Revenues Totals	\$1,079,708	\$23,496	\$23,496	\$1,056,212	
	Revenue	\$1,079,708	\$23,496	\$23,496	\$1,056,212	
	Gross Profit	\$1,079,708	\$23,496	\$23,496		
Expenses						
City Administration						
Contact Labor						
5109	City Engineer	5,000	0		5,000	0.00%
5110	City Planner	10,000	0		10,000	0.00%
5101	Contract Labor	3,000	0		3,000	0.00%
5111	Information Technology	5,000	0		5,000	0.00%
5108	Legal Expenses	50,000	0		50,000	0.00%
	Total Contact Labor	\$73,000	\$0		\$73,000	

Statement of Revenue and Expenditures

		Annual Budget Oct 2020 Sep 2021	Current Period Oct 2020 Oct 2020 Actual	Year-To-Date Oct 2020 Oct 2020 Actual	Annual Budget Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
Salaries & Payroll						
5011	Deferred Compensation	6,000	0		6,000	0.00%
5007	FICA - Payroll Taxes	7,168	0		7,168	0.00%
5006	Health Insurance	8,865	231	231	8,634	2.61%
5004	Longevity Pay	100	0		100	0.00%
5012	LTD, STD and Life	951	0		951	0.00%
5009	Mileage	3,600	0		3,600	0.00%
5001	Salaries	93,600	11,323	11,323	82,277	12.10%
5005	TMRS	10,307	1,108	1,108	9,199	10.75%
5008	Worker's Comp	300	0		300	0.00%
	Total Salaries & Payroll	\$130,891	\$12,662	\$12,662	\$118,229	
Services						
5340	Auditor	14,000	0		14,000	0.00%
5390	Cleanup Days		4	4	(4)	0.00%
5370	Election Expense	3,000	0		3,000	0.00%
5305	Legal Notices		311	311	(311)	0.00%
5350	Professional Services	25,000	1,196	1,196	23,804	4.78%
5360	Prop Tax Collection Fees		2,560	2,560	(2,560)	0.00%
5310	Software	28,500	3,263	3,263	25,237	11.45%
5380	TML Insurance	5,500	0		5,500	0.00%
5322	Training/ Dues/ Memberships	5,500	0		5,500	0.00%
	Total Services	\$81,500	\$7,333	\$7,333	\$74,167	
Supplies						
5299	Miscellaneous Supplies	500	0		500	0.00%
5202	Office Equipment	1,000	0		1,000	0.00%
5201	Office Supplies	2,500	225	225	2,275	9.00%
5207	Postage	200	0		200	0.00%
	Total Supplies	\$4,200	\$225	\$225	\$3,975	
Utilities Expense						
5501	Electric / Trash	1,400	0		1,400	0.00%
5502	Telephone	2,000	134	134	1,866	6.72%
	Total Utilities Expense	\$3,400	\$134	\$134	\$3,266	
	City Administration Totals	\$292,991	\$20,355	\$20,355	\$272,636	
City Council						
Services						
5325	Municipal Judge Training	500	0		500	0.00%
5322	Training/ Dues/ Memberships	15,000	0		15,000	0.00%

Statement of Revenue and Expenditures

		Annual Budget Oct 2020 Sep 2021	Current Period Oct 2020 Oct 2020 Actual	Year-To-Date Oct 2020 Oct 2020 Actual	Annual Budget Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
	Total Services	\$15,500	\$0		\$15,500	
Supplies						
5213	Council Supplies	1,500	0		1,500	0.00%
5201	Office Supplies		44	44	(44)	0.00%
	Total Supplies	\$1,500	\$44	\$44	\$1,456	
	City Council Totals	\$17,000	\$44	\$44	\$16,956	
City Secretary						
Contact Labor						
5108	Legal Expenses	5,000	0		5,000	0.00%
	Total Contact Labor	\$5,000	\$0		\$5,000	
Other Expense						
5901	Miscellaneous Expense	600	0		600	0.00%
	Total Other Expense	\$600	\$0		\$600	
Salaries & Payroll						
5007	FICA - Payroll Taxes	4,745	520	520	4,225	10.96%
5006	Health Insurance	8,865	2,580	2,580	6,285	29.11%
5004	Longevity Pay	748	0		748	0.00%
5012	LTD, STD and Life	951	0		951	0.00%
5009	Mileage	500	0		500	0.00%
5001	Salaries	61,282	6,799	6,799	54,483	11.09%
5005	TMRS	6,823	716	716	6,107	10.49%
5008	Worker's Comp	200	0		200	0.00%
	Total Salaries & Payroll	\$84,114	\$10,616	\$10,616	\$73,498	
Services						
5330	Ads - Marketing	1,000	0		1,000	0.00%
5305	Legal Notices	1,800	0		1,800	0.00%
5306	Recording	2,000	0		2,000	0.00%
5310	Software	4,000	0		4,000	0.00%
5322	Training/ Dues/ Memberships	4,000	0		4,000	0.00%
	Total Services	\$12,800	\$0		\$12,800	
Supplies						
5202	Office Equipment	500	0		500	0.00%
5201	Office Supplies	2,000	0		2,000	0.00%
5207	Postage	400	14	14	386	3.48%
	Total Supplies	\$2,900	\$14	\$14	\$2,886	
Utilities Expense						
5501	Electric / Trash	1,400	0		1,400	0.00%

General Fund
Statement of Revenue and Expenditures

		Annual Budget Oct 2020 Sep 2021	Current Period Oct 2020 Actual	Year-To-Date Oct 2020 Actual	Annual Budget Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
5502	Telephone	2,000	134	134	1,866	6.72%
	Total Utilities Expense	\$3,400	\$134	\$134	\$3,266	
	City Secretary Totals	\$108,814	\$10,764	\$10,764	\$98,050	
Court						
Contact Labor						
5102	Code Enforcement		653	653	(653)	0.00%
5107	Contract Deputies	28,000	4,570	4,570	23,430	16.32%
5108	Legal Expenses	5,000	0		5,000	0.00%
5106	Municipal Judge	1,500	0		1,500	0.00%
	Total Contact Labor	\$34,500	\$5,223	\$5,223	\$29,277	
Salaries & Payroll						
5007	FICA - Payroll Taxes	2,769	298	298	2,471	10.76%
5006	Health Insurance	8,865	2,580	2,580	6,285	29.11%
5004	Longevity Pay	100	0		100	0.00%
5012	LTD, STD and Life	951	0		951	0.00%
5009	Mileage	500	0		500	0.00%
5003	Overtime	1,000	0		1,000	0.00%
5001	Salaries	35,090	3,893	3,893	31,197	11.09%
5005	TMRS	3,981	410	410	3,571	10.30%
5008	Worker's Comp	150	0		150	0.00%
	Total Salaries & Payroll	\$53,406	\$7,181	\$7,181	\$46,225	
Services						
5325	Municipal Judge Training	200	0		200	0.00%
5310	Software	5,000	300	300	4,700	6.00%
5322	Training/ Dues/ Memberships	1,500	0		1,500	0.00%
	Total Services	\$6,700	\$300	\$300	\$6,400	
Supplies						
5299	Miscellaneous Supplies	500	0		500	0.00%
5202	Office Equipment	1,190	0		1,190	0.00%
5201	Office Supplies	1,500	22	22	1,478	1.44%
5207	Postage	300	0		300	0.00%
	Total Supplies	\$3,490	\$22	\$22	\$3,468	
Utilities Expense						
5501	Electric / Trash	1,400	0		1,400	0.00%
5502	Telephone	2,000	134	134	1,866	6.72%
	Total Utilities Expense	\$3,400	\$134	\$134	\$3,266	
	Court Totals	\$101,496	\$12,860	\$12,860	\$88,636	

General Fund
Statement of Revenue and Expenditures

		Annual Budget Oct 2020 Sep 2021	Current Period Oct 2020 Oct 2020 Actual	Year-To-Date Oct 2020 Oct 2020 Actual	Annual Budget Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
Public Works						
Contact Labor						
5104	Animal Control	2,000	0		2,000	0.00%
5105	Building Inspector	50,000	3,117	3,117	46,883	6.23%
5109	City Engineer	10,000	0		10,000	0.00%
5110	City Planner	20,000	2,643	2,643	17,357	13.22%
5102	Code Enforcement	25,000	2,403	2,403	22,597	9.61%
5101	Contract Labor	94,000	8,977	8,977	85,023	9.55%
5108	Legal Expenses	20,000	0		20,000	0.00%
5103	Septic Inspector	6,500	688	688	5,813	10.58%
	Total Contact Labor	\$227,500	\$17,828	\$17,828	\$209,672	
Other Expense						
5901	Miscellaneous Expense	3,000	138	138	2,863	4.58%
	Total Other Expense	\$3,000	\$138	\$138	\$2,863	
Repair / Maintenance Expense						
5401	Building Repairs	12,000	1,102	1,102	10,898	9.19%
5410	Road Maintenance	10,000	734	734	9,266	7.34%
5420	Tractor / Truck Diesel	1,500	877	877	623	58.44%
5430	Tractor/ Truck Repairs	2,000	21	21	1,979	1.07%
	Total Repair / Maintenance Expense	\$25,500	\$2,735	\$2,735	\$22,765	
Services						
5320	Equipment Rental	2,500	0		2,500	0.00%
5322	Training/ Dues/ Memberships	1,000	0		1,000	0.00%
	Total Services	\$3,500	\$0		\$3,500	
Supplies						
5202	Office Equipment	500	0		500	0.00%
5201	Office Supplies	250	0		250	0.00%
5222	Signs	1,500	0		1,500	0.00%
	Total Supplies	\$2,250	\$0		\$2,250	
Utilities Expense						
5501	Electric / Trash	1,400	0		1,400	0.00%
5505	Street Lights	4,000	0		4,000	0.00%
	Total Utilities Expense	\$5,400	\$0		\$5,400	
	Public Works Totals	\$267,150	\$20,700	\$20,700	\$246,450	
	Expenses	\$787,451	\$64,722	\$64,722	\$722,729	
	Revenue Less Expenditures	\$292,257	(\$41,226)	(\$41,226)		

General Fund
Statement of Revenue and Expenditures

	Annual Budget Oct 2020 Sep 2021	Current Period Oct 2020 Actual	Year-To-Date Oct 2020 Actual	Annual Budget Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
Transfers Out					
Public Works					
Transfer Expense					
9100 Transfers Out	150,000	0		150,000	0.00%
Total Transfer Expense	\$150,000	\$0		\$150,000	
Public Works Totals	\$150,000	\$0		\$150,000	
Transfers Out	\$150,000	\$0		\$150,000	
Net Change in Fund Balance	\$142,257	(\$41,226)	(\$41,226)		



City Council Agenda November 2, 2020

Agenda Item:

(Consent Item)

Agenda Description:

Consider approval of the Final Plat Fairview Meadows Phase 1A, submitted by Riverside Homebuilders, LTD.

Background Information:

The City of New Fairview entered into a development agreement with Riverside Homebuilders, LTD, regarding approximately 2.33 acres. The firm has submitted the Final Plat Fairview Meadows Phase 1A for the development of a wastewater treatment plan and groundwater plant for single family residences in the Fairview Meadows development. The final plat conforms to the preliminary plat and has been reviewed by the city's engineering and planning consultants and their comments have been addressed. The submission meets the requirements outlined in the city ordinances and the development agreement.

Financial Information:

N/A

City Contact and Recommendation:

Ben Nibarger, City Administrator
Staff recommends approval as submitted.

Attachments:

Application
Final Plat Phase

Transmittal

Date: 10/14/2020 Job Number: 063239600

Project Name: Fairview Meadows, Phase 1A

To: City of New Fairview

999 Illinois Lane

New Fairview, TX 76078

We are sending these by

US Mail FedEx UPS

Hand Deliver Courier Other- Email

We are sending you

Attached Under separate cover via the following items

Shop drawings Prints/Plans Samples Specifications Change Order Other

Number	Date	Copy	Description
00	09/0X/20	1	Transmittal
01	09/0X/20	1	Application
02	09/0X/20	1	Final Plat

These are transmitted as checked below:

For your use Approved as submitted Resubmit

As requested Approved as noted Submit

For review and comment Returned for corrections Return

Copies for approval Copies for distribution Corrected prints

Copy to: File

Signed:



Phone: 469-473-2302

City of New Fairview
Platting Application

DATE _____ SUBMITTAL DATE _____ FEE _____

RECEIVED BY _____

PLAT TYPE

___ PRELIMINARY PLAT ___ REPLAT ___ AMENDED PLAT ___ OTHER
___ RESUBDIVISION PLAT X FINAL PLAT

APPLICANT/ PROPERTY OWNER INFORMATION

NAME Don Allen, Riverside Homebuilders, LTD.

ADDRESS 3045 Lackland Road

CITY, STATE, ZIP Fort Worth, TX 76116

EMAIL ADDRESS dallen@lacklandholdings.com

PHONE # 817-502-2539 FAX # _____

DRIVER'S LICENSE # 08260034 EXPIRES 4/21/25

SIGNATURE *Don Allen*

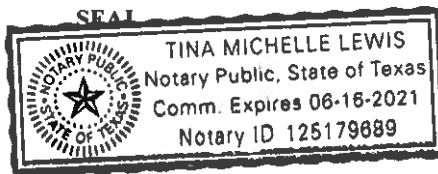
PROPERTY OWNERS CERTIFICATION

Before me, the undersigned authority, on this day personally appeared Don Allen (owner or agent name) known to me to be the person whose name is subscribed to the above and forgoing instrument, and acknowledged to me that he or she executed that same for the purposes and consideration expressed and in the capacity herein stated.

Given under my hand and seal of office on this 1 day of May 2020

Notary Public in and for the State of Texas *Tina Michelle Lewis*

My Commission Expires: 6/16/2021



DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION See attached.

GENERAL LOCATION NE of Pioneer Road and US 287/81 intersection

PROPOSED NAME OF SUBDIVISION Fairview Meadows

ACREAGE OF SUBDIVISION 2.3251 Acres

NUMBER OF PROPOSED LOTS N/A

RESIDENTIAL & COMMERCIAL DENSITY
(BASED ON GROSS ACREAGE) N/A

PRESENT ZONING OF SUBJECT PROPERTY N/A - Within New Fairview ETJ

APPRAISAL DISTRICT TAX I.D. NUMBER R002081468

PROPOSED USE OF THE LAND Wastewater Treatment Plant & Groundwater Plant for SF Residential Development

SURVEYOR INFORMATION

NAME Sean Patton, RPLS

COMPANY NAME Kimley-Horn

ADDRESS 400 N. Oklahoma Drive, Suite 105, Celina, TX 75009

TELEPHONE # 469-501-2200 FAX # _____

EMAIL ADDRESS Sean.Patton@kimley-horn.com

Submittal Requirements
Completed signed and notarized application
Submit all requirements on the platting checklist
Payment of appropriate fees
Turn in completed application a minimum of 21 days prior to the next Planning and Zoning Commission Meeting
Owner's affidavit
Tax payment statement from all of the taxing entities

APPLICANT'S AFFIRMATION STATEMENT

I hereby affirm that the property owner of record, or if the applicant is an organization or business entity, I have been authorized to represent the owner, organization, or business in this application. I certify that the preceding information is complete and accurate, and it is understood that I or another representative should be present at all meetings concerning this application.

PRINTED NAME John W. Andersen II, P.E. DATE 2/26/2020

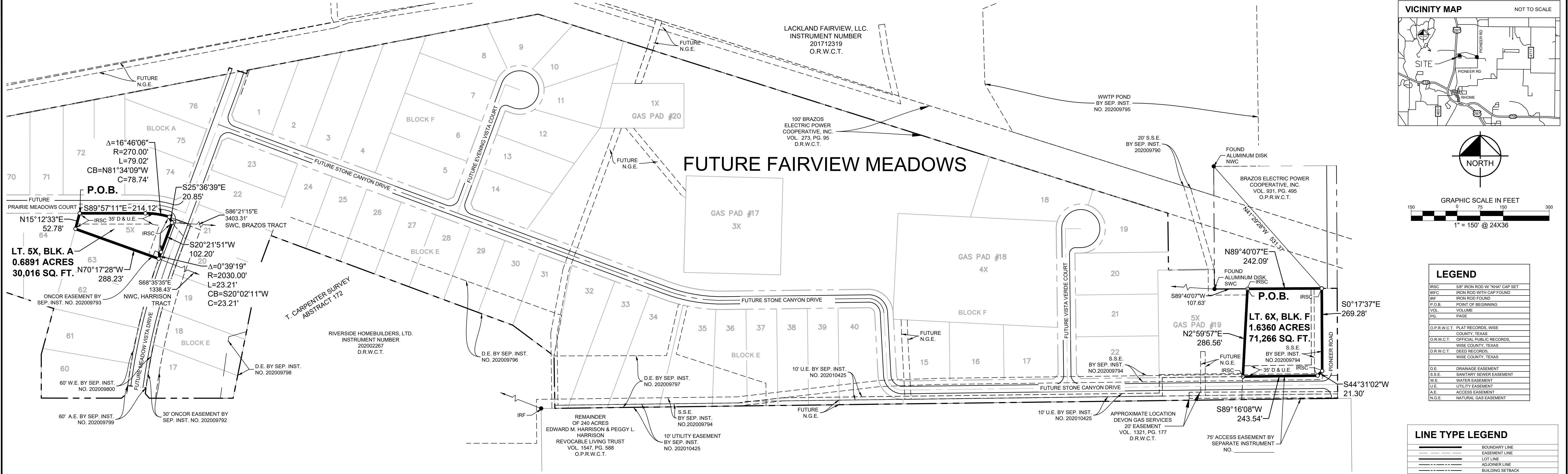
SIGNATURE 

TO BE COMPLETED BY STAFF

ACCEPTED BY _____ DATE _____

FEE PAID _____ DATE PAID _____

CHECK/CASH/OTHER _____ RECEIPT NUMBER _____



LEGAL DESCRIPTION

0.6891 ACRES LOT 5X, BLOCK A (GROUND WATER PLANT SITE)

BEING a tract of land situated in the T. Carpenter Survey, Abstract No. 172, City of New Fairview, Wise County, Texas and being a tract of land conveyed to Riverside Homebuilders, LTD., according to the document filed of record in Instrument Number _____, Official Records, Wise County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" set in the south line of future Prairie Meadows Court, for the northwest corner of this tract:

THENCE South 89°57'11" East, with said south line, a distance of 214.12 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 16°46'06", a radius of 270.00 feet, a chord bearing and distance of South 81°34'09" East, 78.74 feet;

THENCE continuing with said curve to the right, an arc distance of 79.02 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the intersection of the south line of future Prairie Meadows Court and west line of future Meadow Vista Drive, said point being the northwest corner of a corner clip and the most northerly northeast corner of this tract;

THENCE South 25°36'39" East, with said corner clip, a distance of 20.85 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in said west line, for the east corner of this tract, from which an aluminum disk found for the southwest corner of a tract of land conveyed to Brazos Electric Power Cooperative, Inc., according to the document filed of record in Volume 931, Page 495, Official Public Record, Wise County, Texas (O.P.R.W.C.T.), bears South 86°21'15" East, 3,403.31 feet;

THENCE South 20°21'51" West, with the said west line, a distance of 102.20 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 0°39'19", a radius of 2,030.00 feet, a chord bearing and distance of South 20°02'11" West, 23.21 feet;

THENCE continuing with said curve to the left, an arc distance of 23.21 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southeast corner of this tract, from which an iron rod found for the northwest corner of a tract of land conveyed to Edward M. Harrison & Peggy L. Harrison Revocable Living Trust, according to the document filed of record in Volume 1547, Page 588 (O.P.R.W.C.T.), bears South 68°35'35" East, 1,338.43 feet;

THENCE North 70°17'28" West, leaving above-mentioned west line, a distance of 288.23 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner of this tract;

THENCE North 15°12'33" East, a distance of 52.78 feet to the POINT OF BEGINNING and containing 30,016 square feet or 0.6891 acres of land, more or less.

LEGAL DESCRIPTION

1.6360 ACRES LOT 6X, BLOCK F (WASTE WATER TREATMENT PLANT SITE)

BEING a tract of land situated in the T. Carpenter Survey, Abstract No.172, City of New Fairview, Wise County, Texas and being a tract of land conveyed to Riverside Homebuilders, LTD., according to the document filed of record in Instrument Number _____, Official Records, Wise County, Texas, and being more particularly described as follows:

BEGINNING at a point in the south line of that tract of land conveyed to Brazos Electric Power Cooperative, Inc., according to the document filed of record in Volume 931, Page 495, Official Public Record, Wise County, Texas, for the northwest corner of this tract, from which an aluminum disk found for the southwest corner of said Brazos tract bears South 89°40'07" West, 107.63 feet;

THENCE North 89°40'07" East, with said south line, a distance of 242.09 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in the west line of Pioneer Street, for the northeast corner

of this tract, from which an aluminum disk found for the northwest corner of said Brazos tract bears North 41°29'28" West, 531.37 feet;

THENCE South 0°17'37" East, with said west line, a distance of 269.28 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the intersection of the west line of Pioneer Street and the north line of future Stone Canyon Drive, for the northeast corner of a corner clip and the most northerly southeast corner of this tract;

THENCE South 44°31'02" West, with said corner clip, a distance of 21.30 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in the north line of said future Stone Canyon Drive, for the most southerly southeast corner of this tract;

THENCE South 89°16'08" West, with said north line, a distance of 243.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southwest corner of this tract;

THENCE North 2°59'57" East, a distance of 286.56 feet to the POINT OF BEGINNING and containing 1.6360 acres or 71,266 square feet of land, more or less.

Notes :

- All corners are 5/8" iron rods set with a plastic cap stamped "KHA" unless otherwise noted.
- NOTICE: Selling a portion of this addition by metes and bounds is a violation of City ordinance and state law and is subject to fines and withholding of utilities and building permits.
- Bearing system of this survey is based on the Texas Coordinate System of 1983, North Central Zone (4202) North American Datum of 1983. To obtain a grid distance, multiply the ground distance by the Project Combined Factor (PCF) of 0.99983297635.
- FLOOD STATEMENT: According to Map No. 48497C0500D, dated December 16, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Wise County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is within Zone X and Zone A (shaded) - Special Flood Hazard Area, no base flood elevation determined. This flood statement shall not create liability on the part of the surveyor.

The following certificate shall be placed on the plat after it has been finally approved by the City Council:

I hereby certify that the above and foregoing plat of FAIRVIEW MEADOWS WWTP AND GW an addition to the City of New Fairview, Wise County, Texas, was approved by the City Council of the City of New Fairview on the ____ day of _____, 2020.

This approval shall be invalid unless the approved plat/or such addition is recorded in the office of the County Clerk of Wise County, Texas, within one hundred eighty (180) days from said date of final approval. Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of New Fairview.

WITNESS OUR HANDS, this ____ day of _____, 2020.

City Secretary

Recommended for final approval:

Planning & Zoning Commission Date

Approved:

Mayor, City of New Fairview, Texas Date

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, RIVERSIDE HOMEBUILDERS, LTD, acting herein by and through its duly authorized officers, does hereby certify and adopt this plat designating the herein above described property as FAIRVIEW MEADOWS, PHASE 1A, an addition to the City of New Fairview ETJ, Wise Couty, and does hereby dedicate to the New Fairview Municipal Utility District No. 1 (The MUD) and public use forever, the streets and alleys shown thereon.

RIVERSIDE HOMEBUILDERS, LTD, does herein certify the following:

- The streets herein are dedicated in fee simple for street purposes to the MUD.
- Street Maintenance shall be the responsibility of the MUD.
- All public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
- The easements and public use areas, as shown and created by this plat, are dedicated for the public use forever for the purposes indicated on this plat.
- No buildings, trees, or other improvements shall be constructed or placed upon, over or across the easements as shown.
- The City of New Fairview or the MUD, is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
- Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of New Fairview's use thereof.
- The City of New Fairview or the MUD, and public utilities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in the easements.
- The City of New Fairview or the MUD and public utilities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.
- All modifications to this document shall be by means of plat and approved by the City of New Fairview.
- A waiver of claim for damages against the city and the MUD occasioned by the establishment of grades or the alteration of the surface of any portion of existing streets and alleys to conform to the grades established in the subdivision.
- The real property that is subject to this plat is located within New Fairview Municipal Utility District No. 1 and is subject to annexation by the City of New Fairview, Texas in accordance with the terms of the Development Agreement affecting the property.
- Open Space/Common Area lots will be dedicated to the home owners association (HOA) per separate instruments.
- Routine maintenance and mowing of drainage easements shall be the responsibility of the individual owner. If needed, the MUD shall reserve the right to access/enter the drainage easements to perform routine maintenance and/or mowing at the property owners expense.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of New Fairview, Texas.

WITNESS, my hand, this ____ day of _____, 2020.

RIVERSIDE HOMEBUILDERS, LTD., A TEXAS LIMITED PARTNERSHIP

BY: WINDFALL INVESTMENTS, INC., its GENERAL PARTNER

By: _____
DON ALLEN, SECRETARY - Authorized Signatory

STATE OF TEXAS §

COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2020.

Notary Public, State of Texas

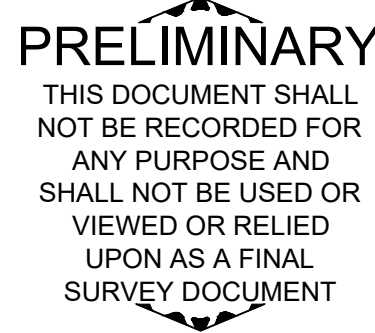
SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Sean Patton, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the City of New Fairview, Texas.

Dated this the ____ day of _____, 2020.

Sean Patton
Registered Professional Land Surveyor No. 5660
Kimley-Horn and Associates, Inc.
400 N. Oklahoma Drive, Suite 105
Celina, Texas 75009
Phone 469-501-2200



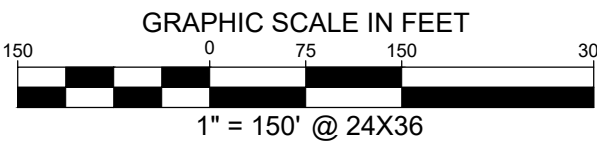
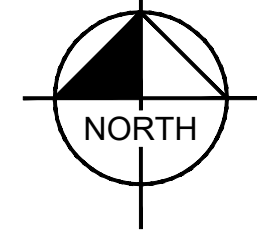
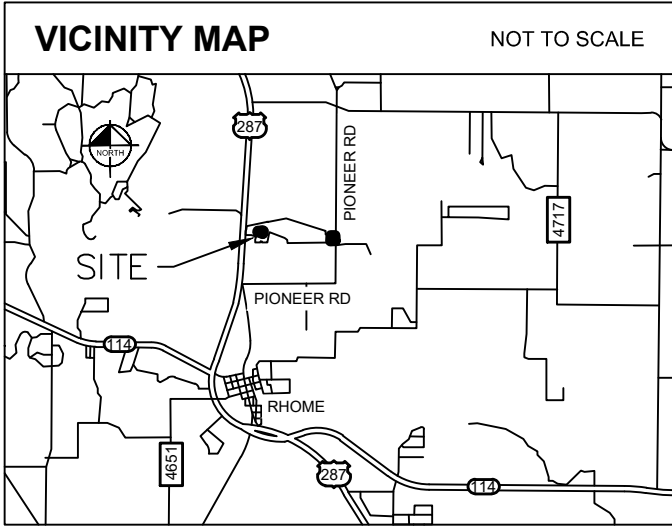
STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Sean Patton, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2020.

Notary Public, State of Texas



LEGEND

IRSC	5/8" IRON ROD WI "KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
IRF	IRON ROD FOUND
P.O.B.	POINT OF BEGINNING
VOL	VOLUME
PG	PAGE
O.P.R.W.C.T.	PLAT RECORDS, WISE COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL PUBLIC RECORDS, WISE COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS, WISE COUNTY, TEXAS
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
W.E.	WATER EASEMENT
U.E.	UTILITY EASEMENT
A.E.	ACCESS EASEMENT
N.G.E.	NATURAL GAS EASEMENT

LINE TYPE LEGEND

—————	BOUNDARY LINE
—————	EASEMENT LINE
—————	LOT LINE
-----	ADJONER LINE
-----	BUILDING SETBACK

FINAL PLAT
FAIRVIEW MEADOWS,
PHASE 1A

BLOCK A, LOT 5X; 0.6891 ACRES
BLOCK F, LOT 6X; 1.6360 ACRES

BEING 2.3251 ACRES OUT OF THE
THE T. CARPENTER SURVEY, ABSTRACT NO. 172

NEW FAIRVIEW ETJ, WISE COUNTY, TEXAS

Kimley»Horn

400 North Oklahoma Dr., Suite 105
Celina, Texas 75009
FIRM # 10194503
Tel. No. (469) 501-2200
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 150'	SPA	KHA	OCT. 2020	063239600	1 OF 1

OWNER:
Riverside Homebuilders, LTD
3045 Lackland Road
Fort Worth, TX 76116
Phone: 817-502-2539
Contact : Don Allen

APPLICANT:
Kimley-Horn and Associates, Inc.
400 N. Oklahoma Dr., Suite 105
Celina, Texas 75009
Phone: 469-501-2200
Contact : John Andersen II, P.E.



City Council Agenda November 2, 2020

Agenda Item:

(Consent Item)

Agenda Description:

Consider approval of the Preliminary Plat for Paloma Ranch Estates, formerly Dove Hollow, submitted by Dove Hollow Development, LLC.

Background Information:

The City of New Fairview entered into a development agreement with Dove Hollow Development, LLC., regarding the development of approximately 320 acres on South County Line Road in Denton County. The firm has submitted the preliminary plat for Phase I & II of the development. The preliminary plat has been reviewed by the city's engineering and planning consultants and their comments have been addressed. The submission meets the requirements outlined in the city ordinances and the development agreement.

The city has agreed to allow Dove Hollow Development, LLC to work concurrently on the platting process while they are finalizing the covenants, conditions, and restrictions (CC&Rs) but have agreed that the standards will meet or exceed those of Avery Ranch 2.

Financial Information:

N/A

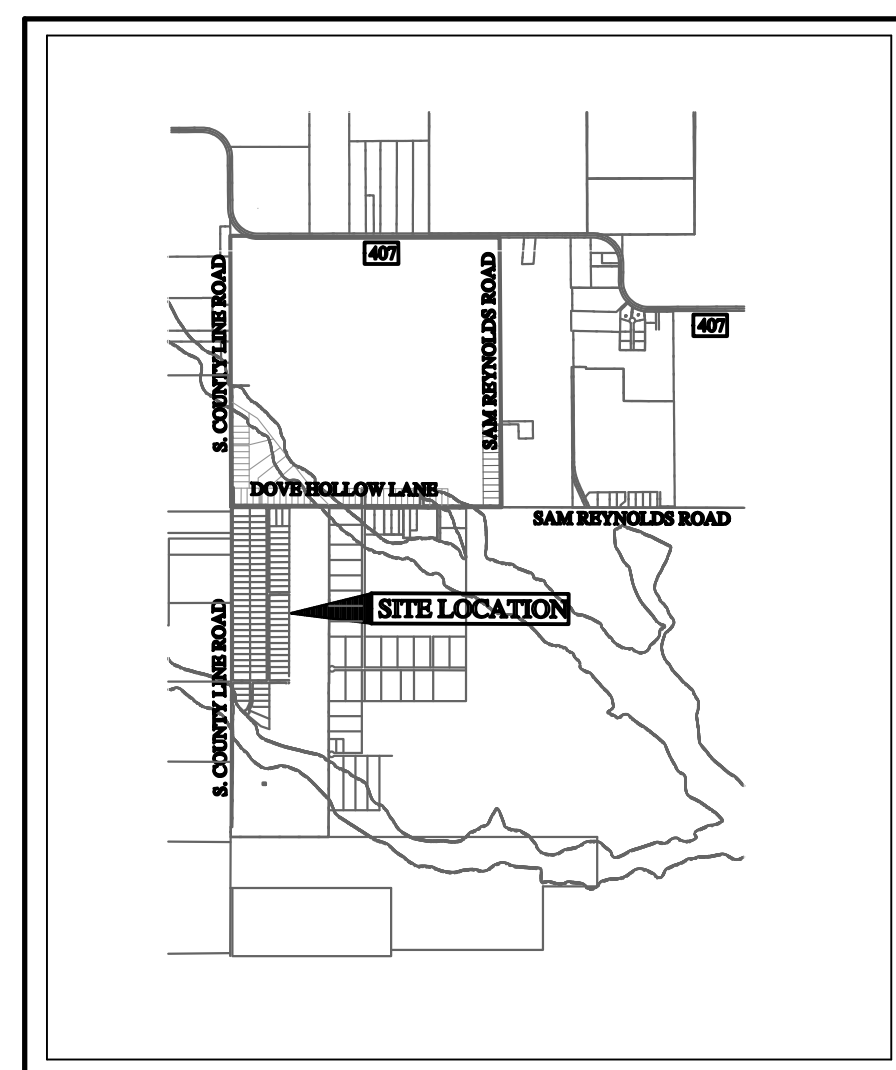
City Contact and Recommendation:

Ben Nibarger, City Administrator
Staff recommends approval as submitted.

Attachments:

Preliminary Plat
Avery Ranch 2 CC&Rs

THE CITY OF NEW FAIRVIEW, TEXAS
PRELIMINARY PLAT
FOR
PALOMA RANCH ESTATES
PHASES 1 & 2



VICINITY MAP

SHEET INDEX

Sheet No.	Description
1.	COVER
2-7.	PRELIMINARY PLAT
8.	PRELIMINARY WATER LAYOUT
9.	PRELIMINARY DRAINAGE AREA MAP

NOTE:
DUE TO THE LOTS BEING GREATER THAN 1 ACRE,
SEWER SEPTIC SYSTEMS ARE BEING USED FOR EACH LOT.

OWNER:

DOVE HOLLOW DEVELOPMENT, LLC

5950 BERKSHIRE LANE, SUITE 1250

DALLAS, TX 75225

EMAIL: BEN@DOVEHOLLOWDEV.COM

CONTACT: MR. BEN McCASLIN

LOCATED IN

CITY OF NEW FAIRVIEW, TEXAS

PREPARED BY:

GOODWIN
AND
MARSHALL
INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051

Metro (817) 329-4373

GOODWIN AND MARSHALL, INC. TBPE REG. # F-2944; TBPLS FIRM #10021700

BENCH MARK ELEVATION: 627.43 (NAVD88)
Coast & Geodetic Survey 1946 Monument Bronze Disk Stamped
K945 1946 Set in Drill Hole in Concrete. At West End of the
South Abutment of BNSF RR Bridge No. 371 B, 0.9 Miles North
of the City of Justin

PRELIMINARY PLAT

REVIEWED FOR PRELIMINARY APPROVAL:

PLANNING & ZONING COMMISSION CHAIRMAN

DATE

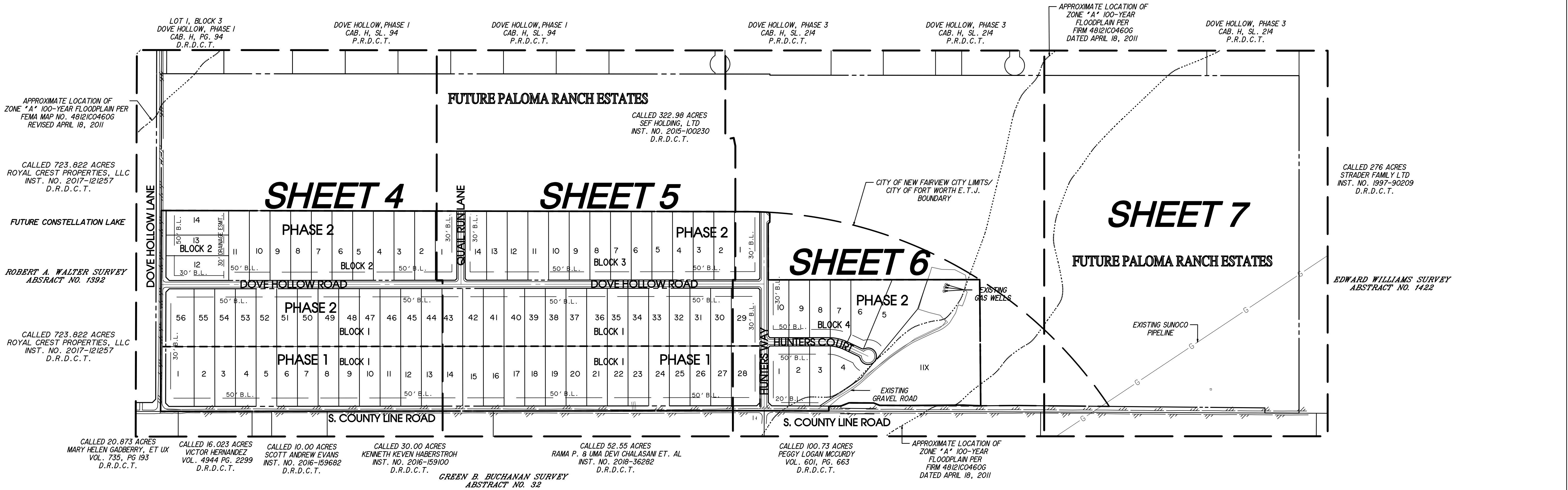
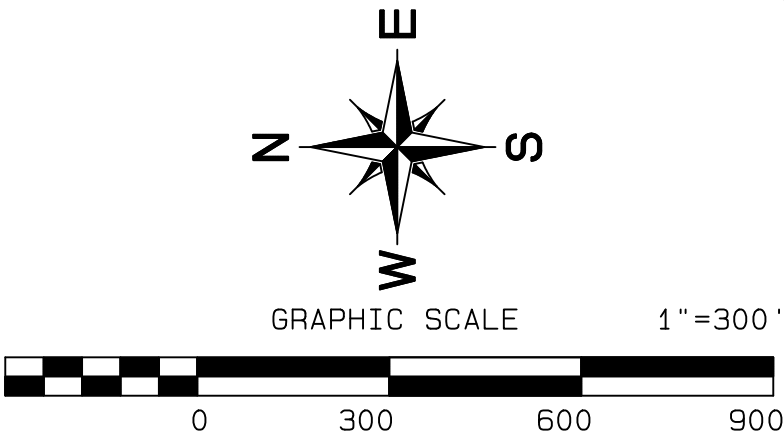
APPROVED FOR PREPARATION OF FINAL PLAT:

MAYOR, CITY OF NEW FAIRVIEW

DATE

OCTOBER, 2020

SITE DATA	
TOTAL LAND AREA	320.02 AC.
PHASE 1 & 2 LAND AREA	124.22 AC.
RESIDENTIAL USE AREA	114.36 AC.
OPEN SPACE AREA	9.86 AC.
RESIDENTIAL LOTS	94
RESIDENTIAL DENSITY	0.76 LOTS/AC.
OPEN SPACE LOTS	1



OWNER:

DOVE HOLLOW DEVELOPMENT, LLC
5950 BERKSHIRE LANE, SUITE 1250
DALLAS, TX 75225
EMAIL: BEN@DOVEHOLLOWDEV.COM
CONTACT: MR. BEN McCASLIN

PREPARED BY:
GOODWIN & MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700

PRELIMINARY PLAT
of
PALOMA RANCH ESTATES
BEING
124.22 Acres ±
94 RESIDENTIAL LOTS & 1 OPEN SPACE LOT
LOCATED IN
CITY OF NEW FAIRVIEW
DENTON COUNTY, TEXAS
OCTOBER 2020
SHEET 2 OF 9

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

LEGAL DESCRIPTION FOR PALOMA RANCH ESTATES
PRELIMINARY PLAT

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 320.025 acre tract described in a deed to Dove Hollow Development LLC recorded in Document No. 2020-19757 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 320.025 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 320.025 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 to a P.K. nail set with washer stamped "GOODWIN & MARSHALL", hereinafter referred to as P.K. nail set with washer,

THENCE South 00 deg. 06 min. 41 sec. West departing said North and South lines, a distance of 3,537.20 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL", hereinafter referred to as 1/2" capped iron rod set, said point being 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 01 deg. 50 min. 03 sec., and being subtended by a chord which bears South 00 deg. 55 min. 53 sec. West - 84.51 feet,

THENCE in a southerly direction along said curve to the right, a distance of 135.20 feet 1/2" capped iron rod set,

THENCE South 44 deg. 56 min. 06 sec. West non-tangent to said curve, a distance of 13.25 feet to a 1/2" capped iron rod set,

THENCE South 89 deg. 56 min. 02 sec. West, a distance of 50.00 feet to a 1/2" capped iron rod set,

THENCE North 45 deg. 03 min. 54 sec. West, a distance of 14.14 feet to a 1/2" capped iron rod set,

THENCE South 89 deg. 56 min. 06 sec. West, a distance of 340.00 feet to a 1/2" capped iron rod set,

THENCE South 00 deg. 03 min. 54 sec. East, a distance of 1,279.64 feet to a 1/2" capped iron rod set,

THENCE South 89 deg. 33 min. 23 sec. West, a distance of 763.61 feet to a 1/2" capped iron rod set in the West line of said 320.025 acre tract and the East right-of-way line of South County Line Road described as a 1.789 acre right-of-way dedication to Denton County, Texas recorded in Document No. 2018-30901 (DRDCT),

THENCE in a northerly direction along the West line of said 320.025 acre tract and the East line of said 1.789 acre right-of-way dedication the following four (4) courses,

North 00 deg. 26 min. 37 sec. West, a distance of 5.86 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 1/2" capped iron rod set,

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 Document No. 2016-95239 (DRDCT),

THENCE in a northerly direction along the West line of said 320.025 acre tract and 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 to a 1/2" capped iron rod set,

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

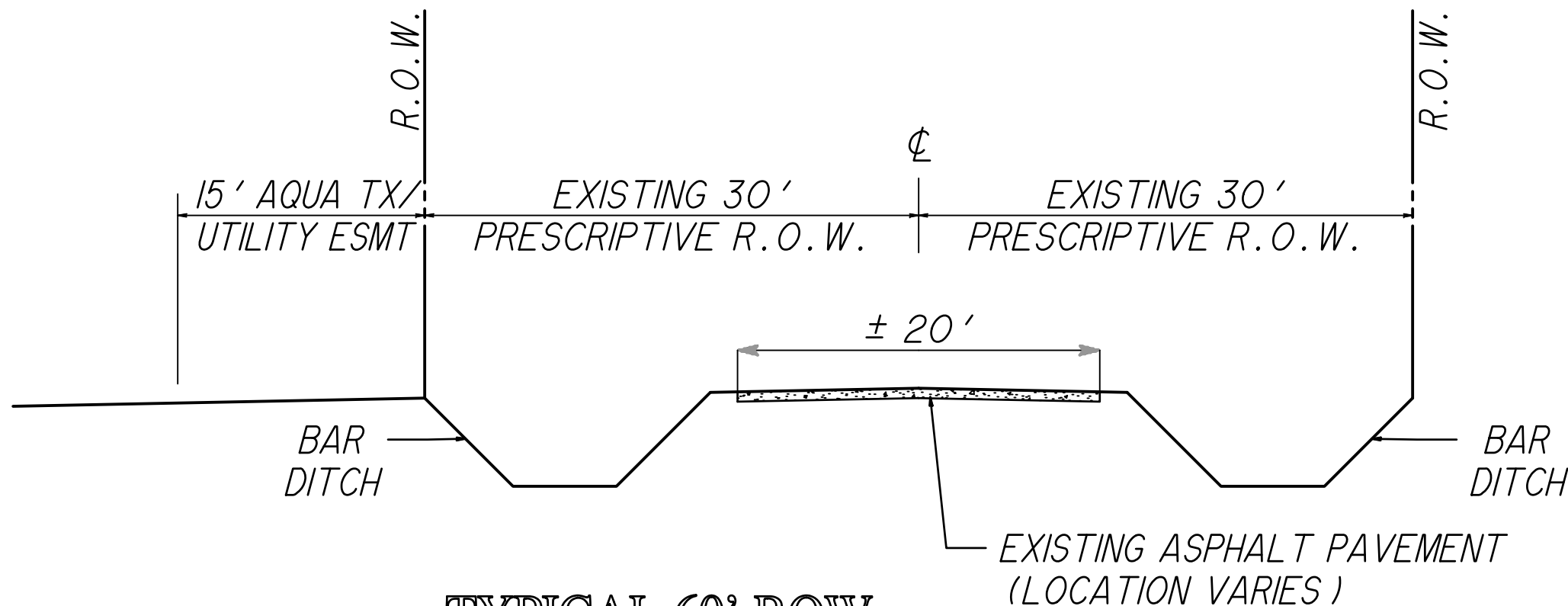
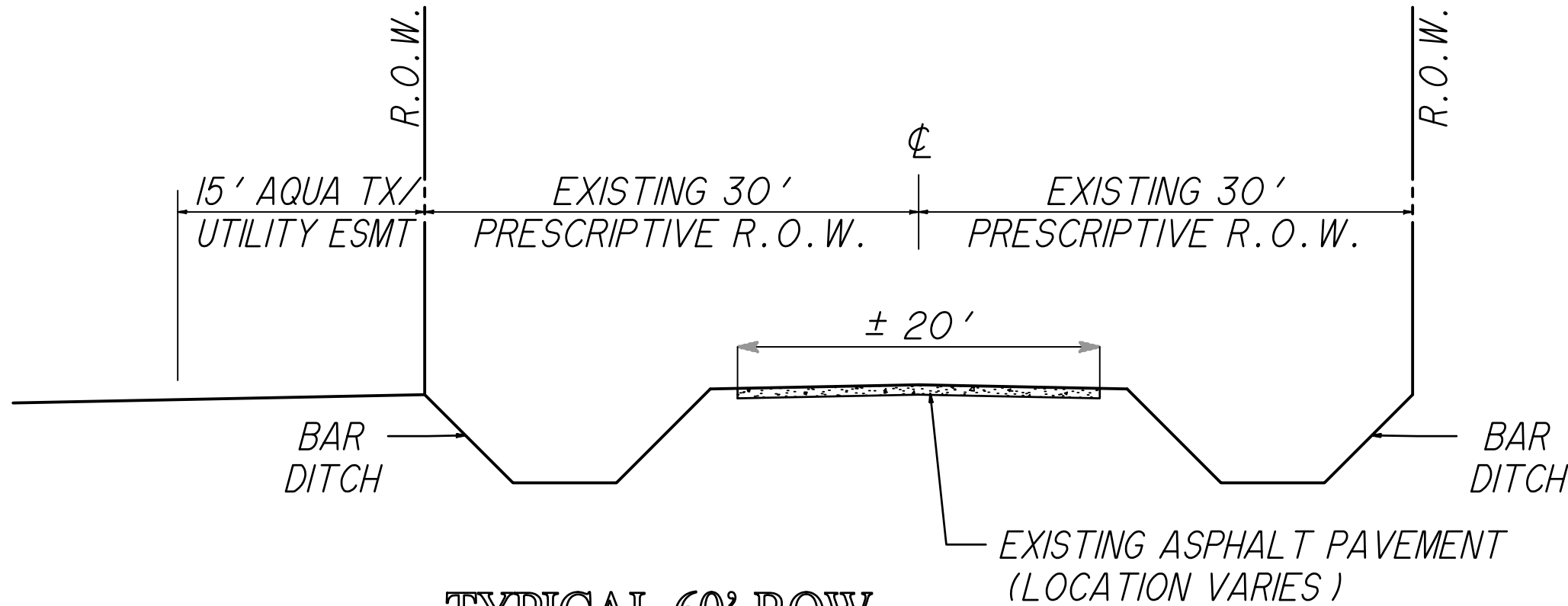
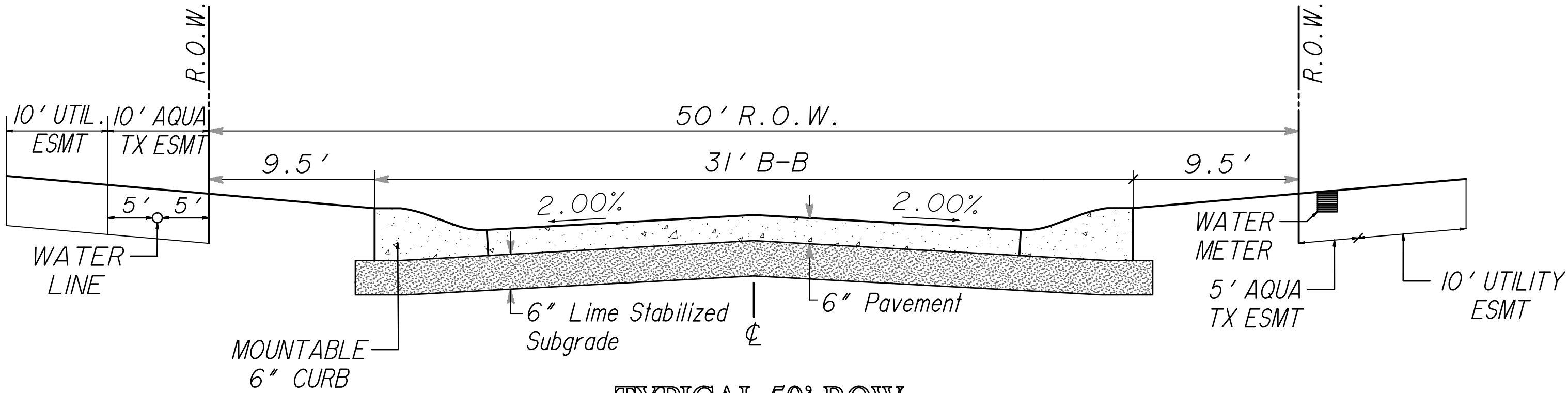
North 0 deg. 20 min. 46 sec. East, a distance of 21.44 feet to a 5/8" iron rod found,

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 and a South line of said 320.025 acre tract, a distance of 28.50 feet to a P.K. nail set with washer for an ell corner of said 320.025 acre tract and being in 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 00 deg. 03 min. 54 sec. West along said West line and centerline, a distance of 3,651.53 feet to the POINT OF BEGINNING, containing 5,411,141 square feet or 124.223 acres of land, more or less.



LOT AREA SUMMARY (SQ. FT)

LOT	BLOCK 1	BLOCK 2	BLOCK 3	BLOCK 4
1	62117	54368	63280	45063
2	45259	52374	51678	45403
3	45259	52422	51726	44049
4	45259	52470	51774	45673
5	45259	52518	51822	84114
6	45259	52567	51870	67656
7	45259	52615	51918	44809
8	45259	52663	51966	43752
9	45259	52711	52014	43750
10	45259	52759	52063	43700
11	45259	52807	52111	
12	45259	56116	52159	
13	45259	47391	52207	
14	45259	56751	54296	
15	45259			
16	45259			
17	45259			
18	45259			
19	45259			
20	45259			
21	45259			
22	45259			
23	45259			
24	45259			
25	45259			
26	45259			
27	45259			
28	45259			
29	60679			
30	43734			
31	43734			
32	43734			
33	43734			
34	43734			
35	43734			
36	43734			
37	43734			
38	43734			
39	43734			
40	43734			
41	43734			
42	43734			
43	43734			
44	43734			
45	43734			
46	43734			
47	43734			
48	43734			
49	43734			
50	43734			
51	43734			
52	43734			
53	43734			
54	43734			
55	43734			
56	59547			

PRELIMINARY PLAT
of
PALOMA RANCH ESTATES
BEING
124.22 Acres ±
94 RESIDENTIAL LOTS & 1 OPEN SPACE LOT
LOCATED IN
CITY OF NEW FAIRVIEW
DENTON COUNTY, TEXAS
OCTOBER 2020
SHEET 3 OF 9

PREPARED BY:

GOODWIN & MARSHALL, INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, Texas 76051

Metro (817) 329-4373

TBPE REGISTRATION # F-2944

TBPLS # 10021700

OWNER:

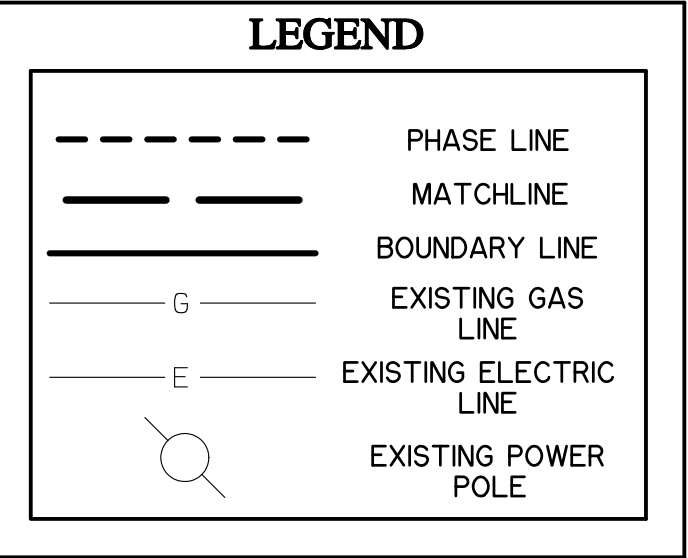
DOVE HOLLOW DEVELOPMENT, LLC

5950 BERKSHIRE LANE, SUITE 1250

DALLAS, TX 75225

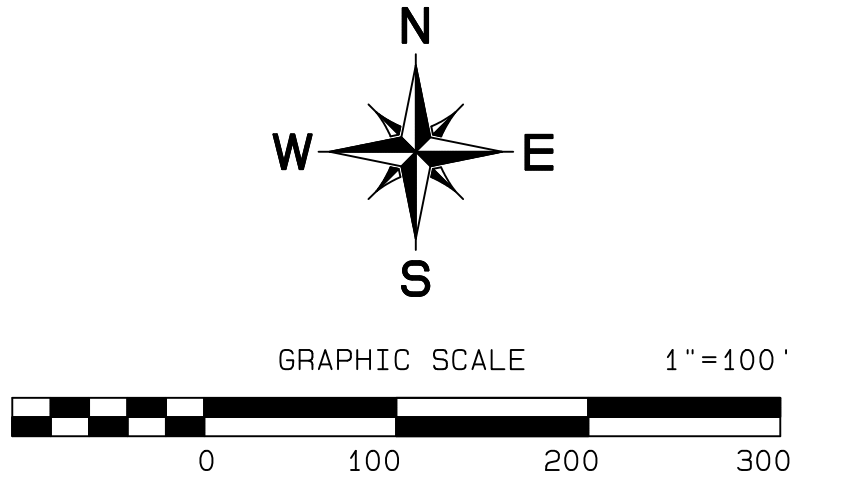
EMAIL: BEN@DOVEHOLLOWDEV.COM

CONTACT: MR. BEN McCASLIN

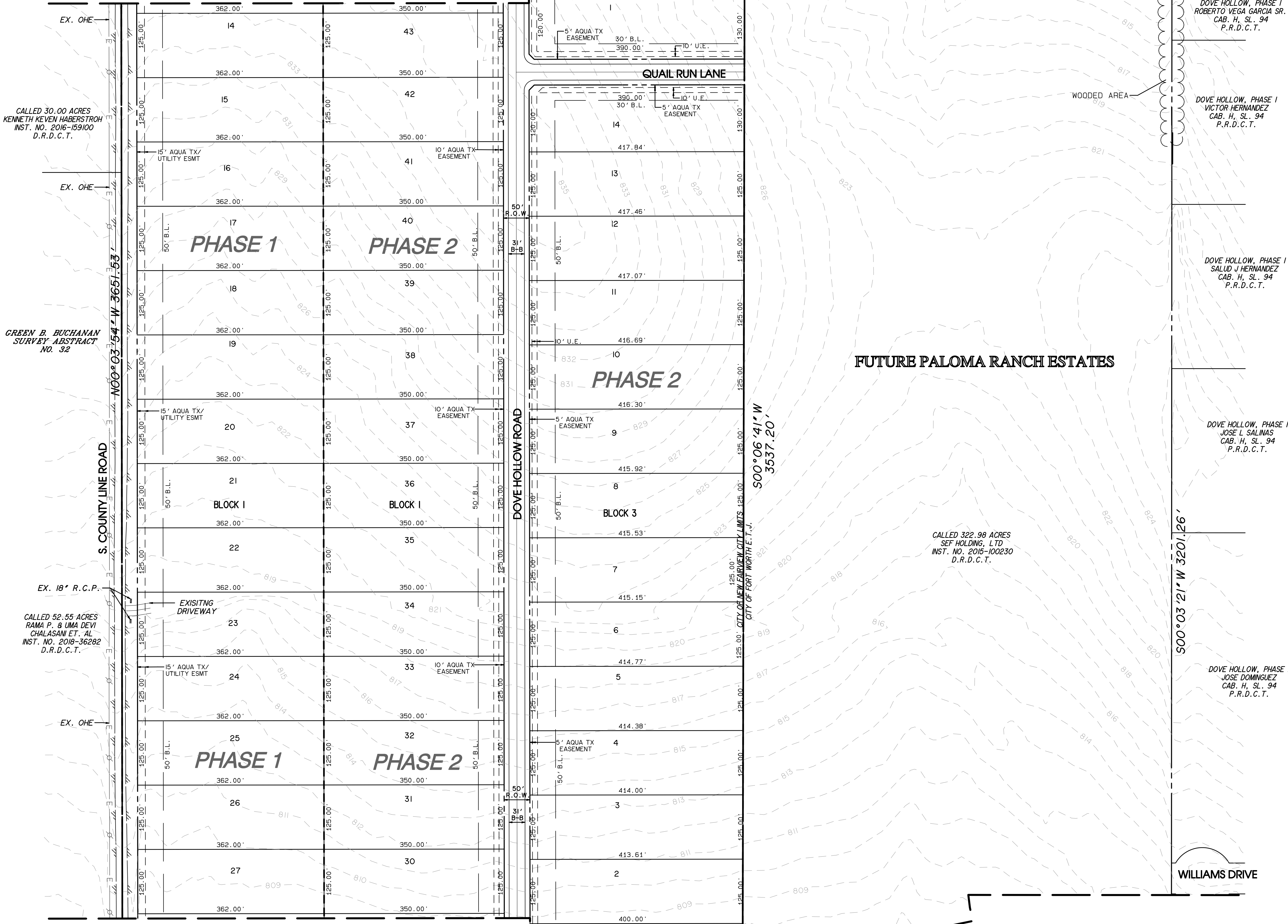


124.22 Acres ±
94 RESIDENTIAL LOTS & 1 OPEN SPACE LOT
LOCATED IN
CITY OF NEW FAIRVIEW
DENTON COUNTY, TEXAS
OCTOBER 2020
SHEET 4 OF 9

MATCHLINE - SEE SHEET 4



LEGEND	
	PHASE LINE
	MATCHLINE
	BOUNDARY LINE
	EXISTING GAS LINE
	EXISTING ELECTRIC LINE
	EXISTING POWER POLE



FUTURE PALOMA RANCH ESTATES

OWNER:

DOVE HOLLOW DEVELOPMENT, LLC
5950 BERKSHIRE LANE, SUITE 1250
DALLAS, TX 75225
EMAIL: BEN@DOVEHOLLOWDEV.COM
CONTACT: MR. BEN McCASLIN

PREPARED BY:

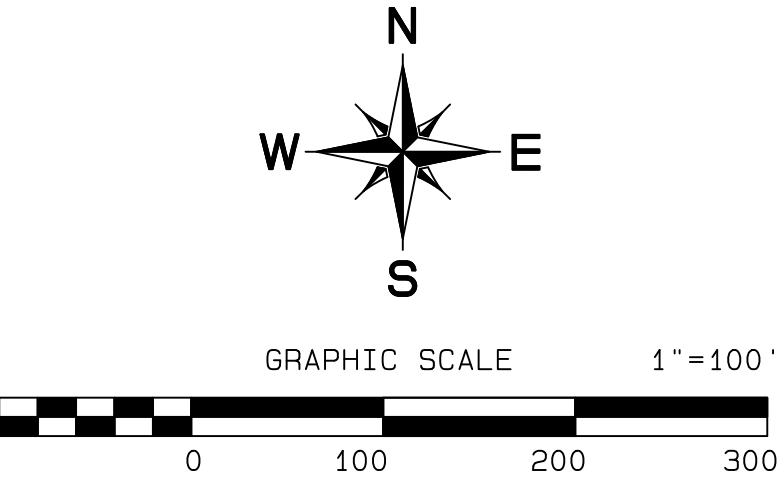
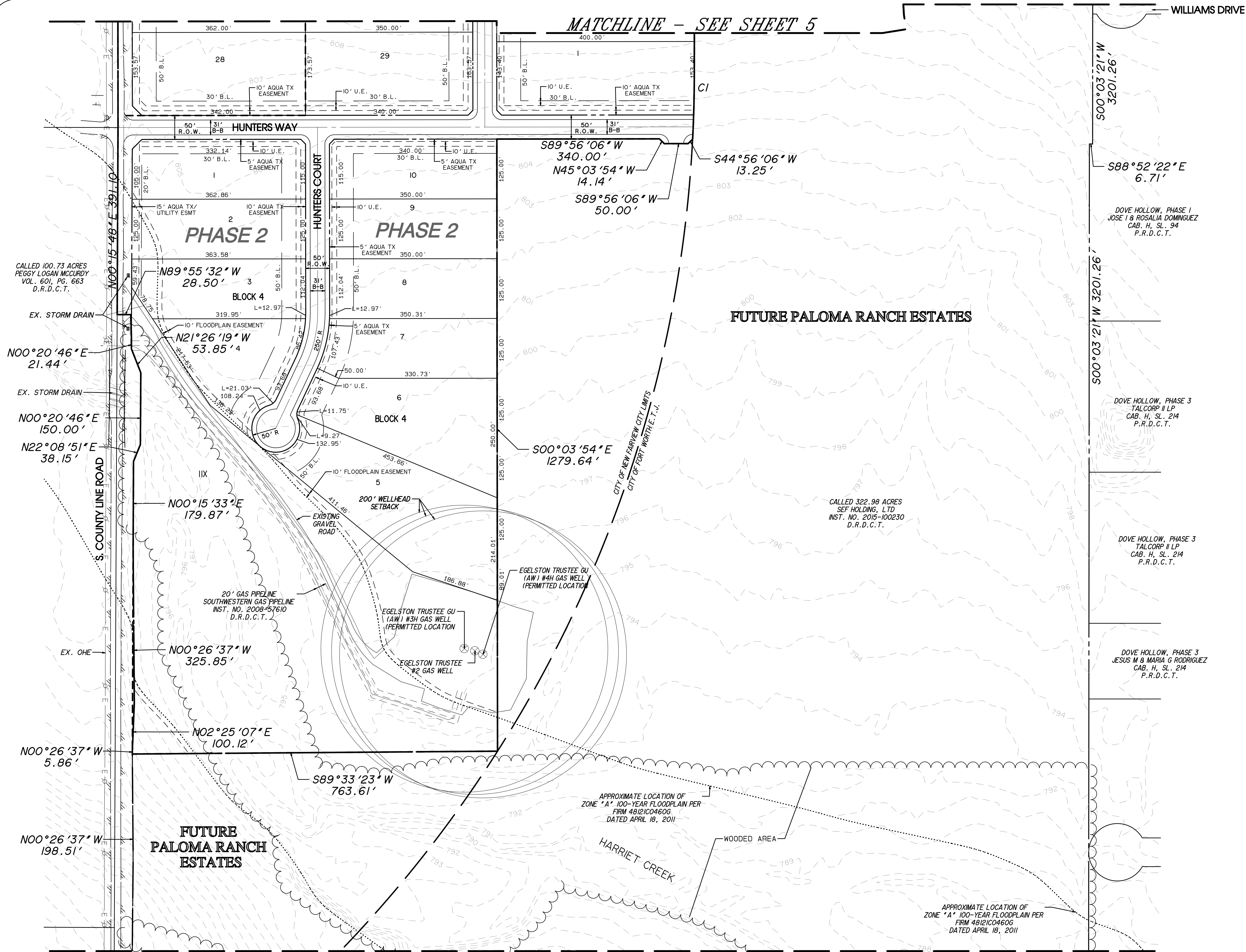
GOODWIN & MARSHALL

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700

PRELIMINARY PLAT
of
PALOMA RANCH ESTATES
BEING

124.22 Acres ±
94 RESIDENTIAL LOTS & 1 OPEN SPACE LOT
LOCATED IN
CITY OF NEW FAIRVIEW
DENTON COUNTY, TEXAS
OCTOBER 2020
SHEET 5 OF 9

MATCHLINE - SEE SHEET 6



LEGEND	
	PHASE LINE
	MATCHLINE
	BOUNDARY LINE
	EXISTING GAS LINE
	EXISTING ELECTRIC LINE
	EXISTING POWER POLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD
CI	2640.00'	135.20'	2°56'04"	N01°28'53"E	135.19'

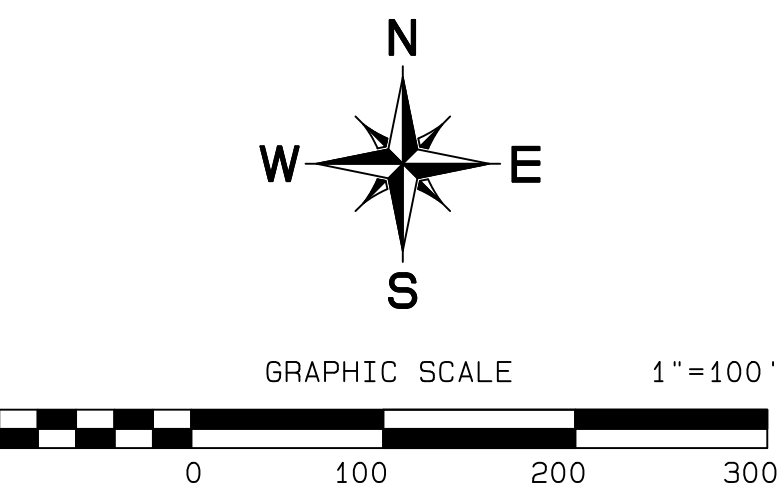
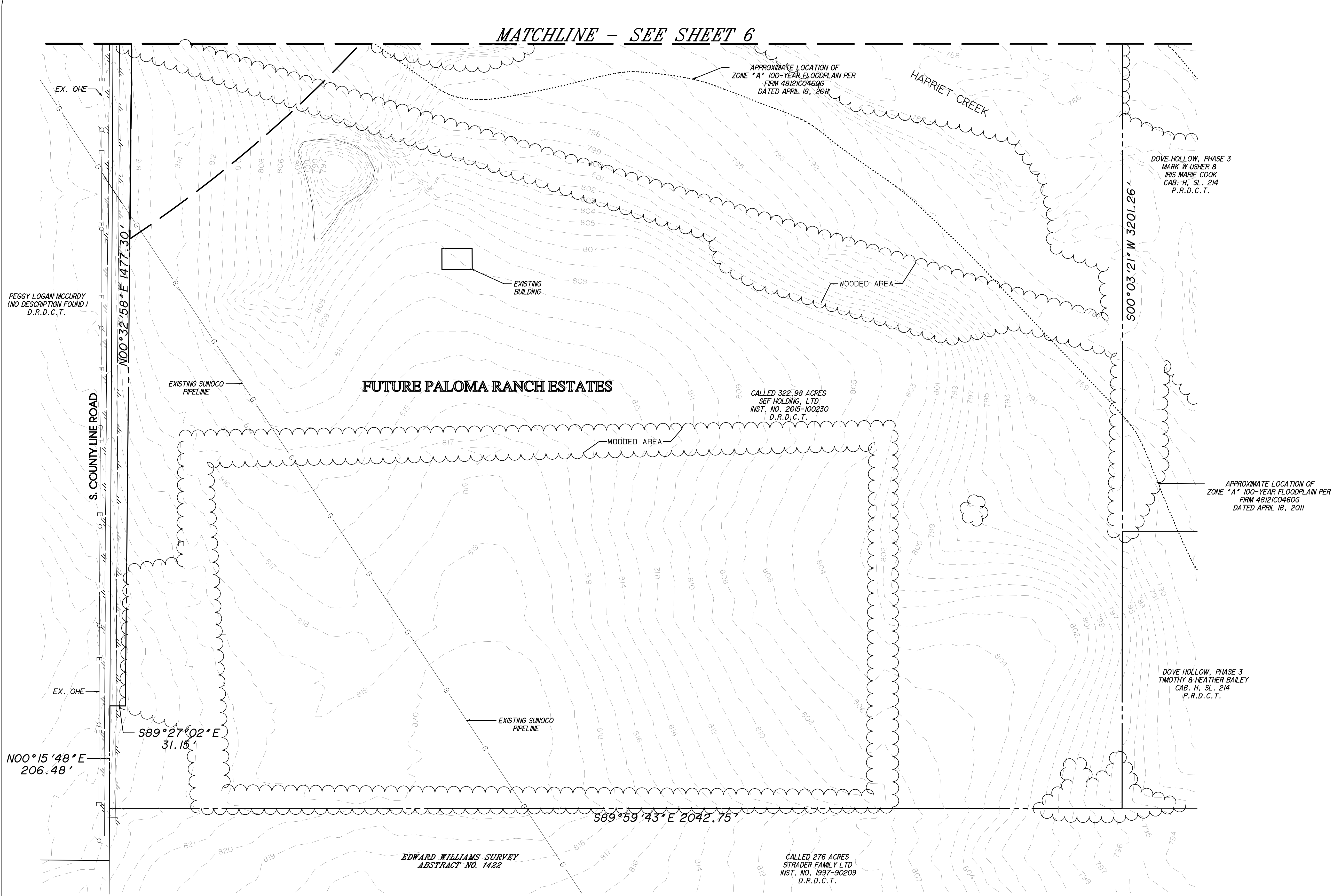
OWNER:

DOVE HOLLOW DEVELOPMENT, LLC
5950 BERKSHIRE LANE, SUITE 1250
DALLAS, TX 75225
EMAIL: BEN@DOVEHOLLOWDEV.COM
CONTACT: MR. BEN McCASLIN

PREPARED BY:

GOODWIN & MARSHALL
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
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Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700

PRELIMINARY PLAT
of
PALOMA RANCH ESTATES
BEING
124.22 Acres ±
94 RESIDENTIAL LOTS & 1 OPEN SPACE LOT
LOCATED IN
CITY OF NEW FAIRVIEW
DENTON COUNTY, TEXAS
OCTOBER 2020
SHEET 6 OF 9



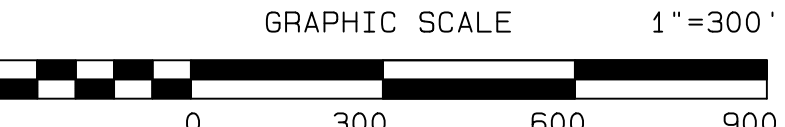
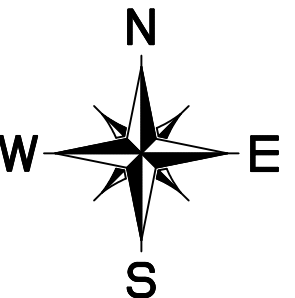
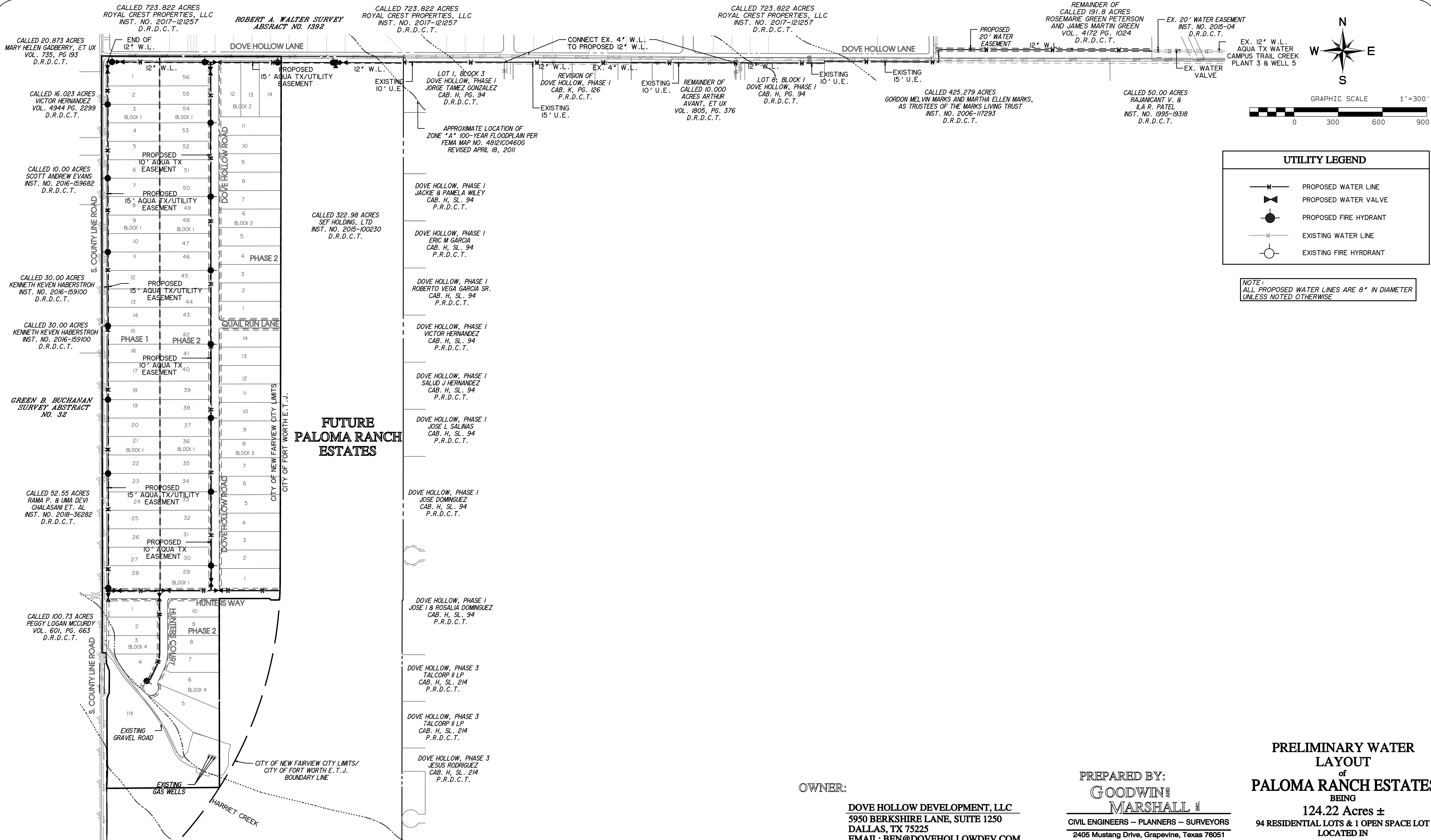
LEGEND	
---	PHASE LINE
---	MATCHLINE
---	BOUNDARY LINE
G	EXISTING GAS LINE
E	EXISTING ELECTRIC LINE
⊙	EXISTING POWER POLE

OWNER:

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Metro (817) 329-4373
TBPE REGISTRATION # F-2944
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PRELIMINARY PLAT
of
PALOMA RANCH ESTATES
BEING
124.22 Acres ±
94 RESIDENTIAL LOTS & 1 OPEN SPACE LOT
LOCATED IN
CITY OF NEW FAIRVIEW
DENTON COUNTY, TEXAS
OCTOBER 2020
SHEET 7 OF 9



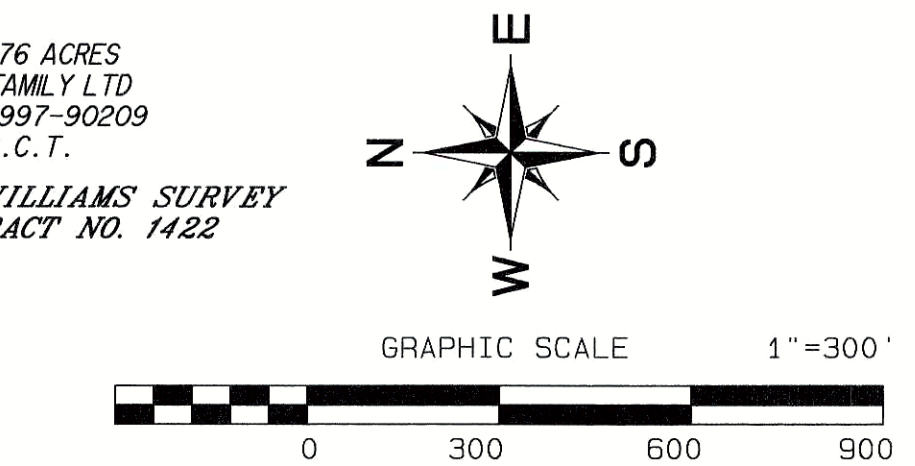
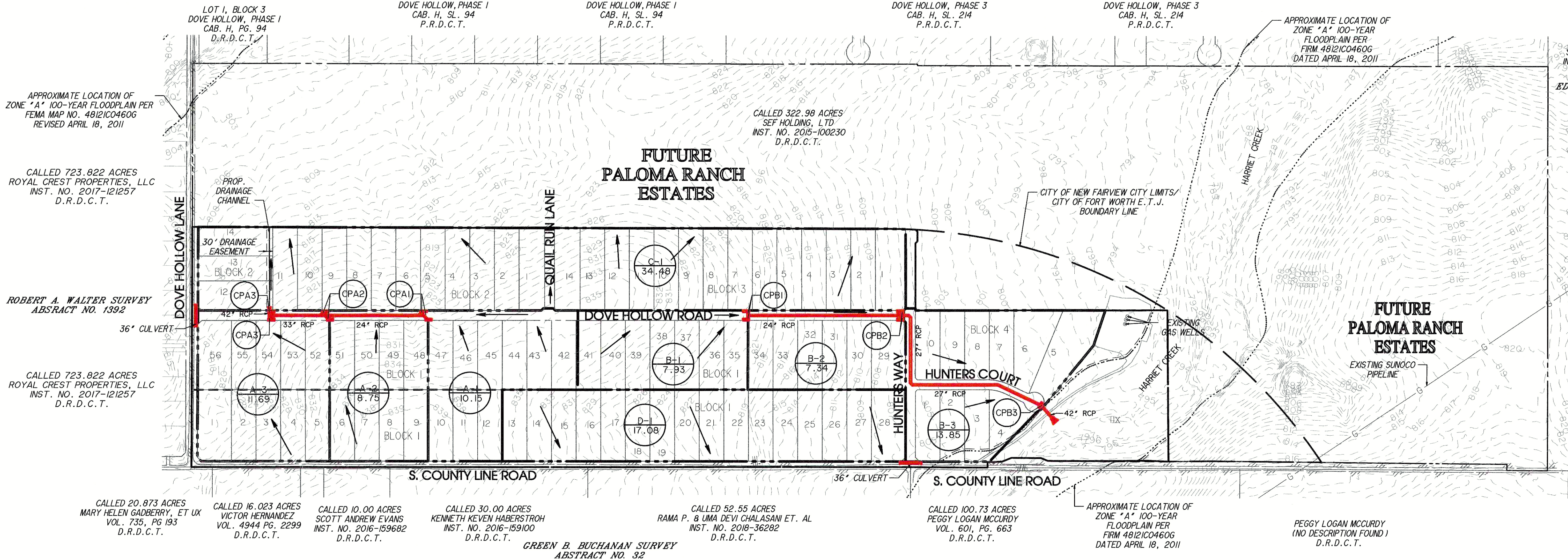
UTILITY LEGEND	
	PROPOSED WATER LINE
	PROPOSED WATER VALVE
	PROPOSED FIRE HYDRANT
	EXISTING WATER LINE
	EXISTING FIRE HYDRANT

NOTE:
ALL PROPOSED WATER LINES ARE 8" IN DIAMETER
UNLESS NOTED OTHERWISE

OWNER:
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DALLAS, TX 75225
EMAIL: BEN@DOVEHOLLOWDEV.COM
CONTACT: MR. BEN McCASLIN

PREPARED BY:
GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
TBPE REGISTRATION # F-2944
TBPLS # 10021700

PRELIMINARY WATER LAYOUT
of
PALOMA RANCH ESTATES
BEING
124.22 Acres ±
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CITY OF NEW FAIRVIEW
DENTON COUNTY, TEXAS
OCTOBER 2020
SHEET 8 OF 9



DRAINAGE LEGEND

- DRAINAGE AREA DIVIDE
- A-1 / 2.46 DRAINAGE AREA ACREAGE
- CPA1 DRAINAGE CATCH POINT
- FLOW ARROW
- Storm Drain Inlet

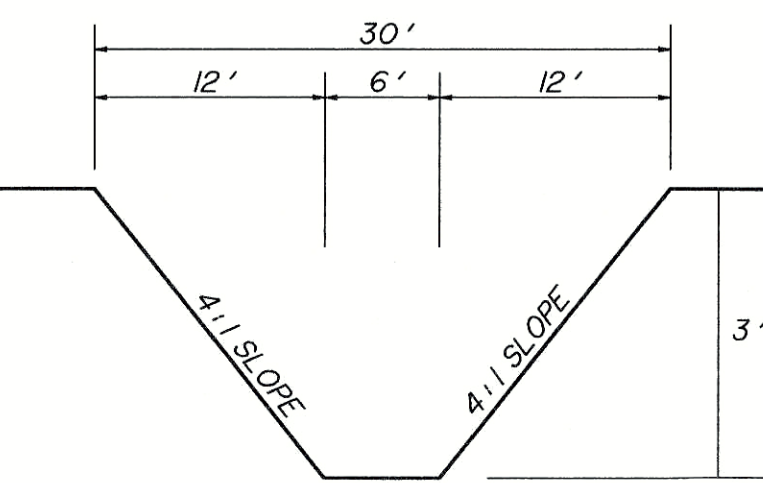
NOTE: ALL PROPOSED STORM DRAIN LINES ARE 21" IN DIAMETER UNLESS NOTED OTHERWISE

HYDROLOGIC CALCULATIONS		INITIAL						
BASIN	AREA (AC.)	C	CA	TIME	I10	I100	Q10	Q100
A-1	10.15	0.40	4.06	28	3.94	5.95	16.0	24.2
A-2	8.75	0.40	3.50	28	3.94	5.95	13.8	20.8
A-3	11.69	0.40	4.68	28	3.94	5.95	18.4	27.8
B-1	7.93	0.40	3.17	25	4.18	6.30	13.3	20.0
B-2	7.34	0.40	2.94	25	4.16	6.26	12.2	18.4
B-3	13.85	0.40	5.54	25	4.16	6.26	23.0	34.7
C-1	34.48	0.40	13.79	25	4.16	6.26	57.3	86.3
D-1	17.08	0.40	6.83	25	4.18	6.30	28.6	43.0

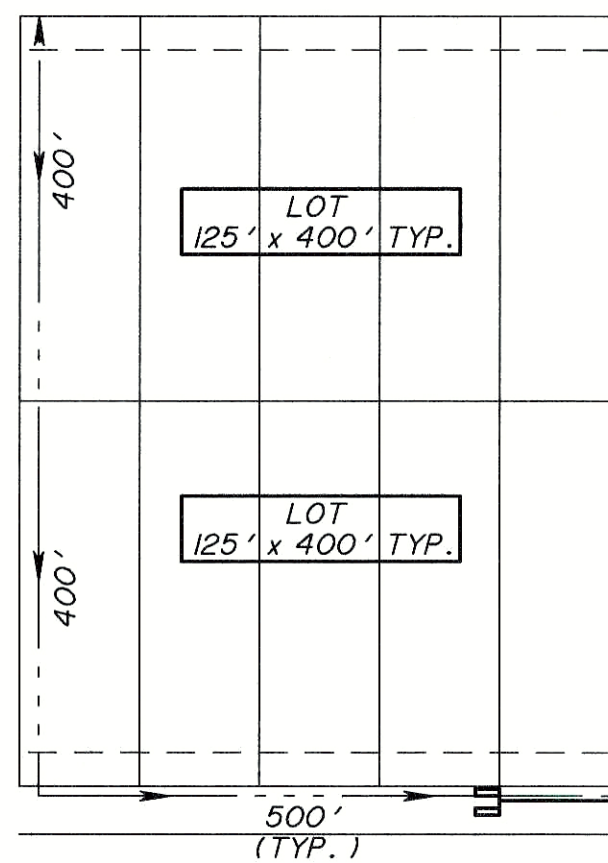
Catch Point	Pipe Length	Flow Time in Sewer	Flow Total Time
	(ft)	(min)	(min)
CPA1	522	2.18	2.18
CPA2	289	1.20	3.38
CPA3	33	0.14	3.52
CPB1	783	3.26	3.26
CPB2	1050	4.42	7.68
CPB3	92	0.38	8.06

NOTE: CATCH POINT CALCULATIONS ARE ASSUMING 4 FT/S VELOCITY THROUGH SD PIPE.

FLOW CALCULATIONS IN PIPE					
Catch Point	AREA (AC.)	C	CA	Tc + Time in Pipe	Q100
CPA1	10.15	0.40	4.06	28	5.95
CPA2	18.90	0.40	7.56	30	5.72
CPA3	30.59	0.40	12.24	31	5.60
CPB1	7.93	0.40	3.17	25	6.30
CPB2	15.27	0.40	6.11	29	5.88
CPB3	29.12	0.40	11.65	33	5.44



30' DRAINAGE CHANNEL CROSS SECTION



TR-55 TIME OF CONCENTRATION CALCULATIONS

SHEET FLOW: $0.007 (n * L) / (P^{0.5}) * S^{0.4} = Tt$
 L = FLOW LENGTH (ft)
 n = MANNING'S ROUGHNESS COEFFICIENT
 P = 2-YEAR, 24-HOUR RAINFALL (in)
 S = SLOPE OF HYDRAULIC GRADE LINE (ft/ft)
 Tt = Travel Time (hr)
MAX 300' SHEET FLOW
SHALLOW CONCENTRATED FLOW:
 $L / 3600 * V = Tt$
 L = FLOW LENGTH (ft)
 V = AVERAGE VELOCITY (fps)
 Tt = Travel Time (hr)
CHANNEL FLOW:
 $L / 3600 * V = Tt$
 $V = (1.486 / n) S^{1/2} R^{2/3}$
 $n = 0.016$
 $A = 10.70 S.F.$
 $WP = 32.01 Ft.$
 $R = A / WP = 0.3343$

DRAINAGE DESIGN CRITERIA

RUNOFF COMPUTATIONS:
BASIS: RATIONAL METHOD $Q = C * I * A$
 Q = STORM DRAINAGE DISCHARGE (cfs) AT DESIGN POINT
 C = RUNOFF COEFFICIENT
 I = DESIGN STORM INTENSITY (INCHES PER HOUR)
 A = DRAINAGE AREA (ACRES)
RUNOFF COEFFICIENT:
 $C = 0.30$ FOR PARKS OR OPEN AREAS
 $C = 0.34$ SINGLE FAMILY RESIDENTIAL $>= 3$ ACRES
 $C = 0.36$ SINGLE FAMILY RESIDENTIAL $>= 2$ ACRES, < 3 ACRES
 $C = 0.40$ SINGLE FAMILY RESIDENTIAL $>= 1$ ACRE, < 2 ACRES
 $C = 0.45$ SINGLE FAMILY RESIDENTIAL < 1 ACRE
 $C = 0.70$ MULTI-UNIT RESIDENTIAL
 $C = 0.70$ INDUSTRIAL
 $C = 0.80$ BUSINESS
 $C = 0.80$ MERCANTILE DISTRICT
INTENSITY: RAINFALL INTENSITY - DURATION - FREQUENCY CURVES FOR AREA TAKEN FROM WISE COUNTY DRAINAGE DESIGN CRITERIA
STORM FREQUENCY: 100 YEARS - ENCLOSED PIPE SYSTEM + RIGHT-OF-WAY
10 YEARS - ENCLOSED PIPE SYSTEM + STREET
TIME OF CONCENTRATION: COMBINATION OF INLET TIME + TIME OF FLOW IN THE DRAIN
INLET TIME: BEING THE TIME FOR WATER TO FLOW OVER THE SURFACE OF THE GROUND TO THE STORM DRAIN INLET (ONSITE + OFFSITE, IF APPLICABLE)

TYP. 2-LOT TIME OF CONCENTRATION

TR-55 Tc Worksheet

Sheet Flow	Manning's n-value	A	B	C
Flow length (ft, 300 max)	0.15	0.011	0.011	
Twosp 24-hr rain (in)	3.36			
Land slope (%)	2			
Sheet flow time	23.03	0.00	0.00	

Channel Flow	Sheet flow time	23.03 min
Shallow conc. flow time	0.73	0.00
Channel flow time	1.32	0.00

TYP. 1-LOT TIME OF CONCENTRATION

TR-55 Tc Worksheet

Sheet Flow	Manning's n-value	A	B	C
Flow length (ft, 300 max)	0.15	0.011	0.011	
Twosp 24-hr rain (in)	3.36			
Land slope (%)	2			
Sheet flow time	23.03	0.00	0.00	

Channel Flow	Sheet flow time	23.03 min
Shallow conc. flow time	0.73	0.00
Channel flow time	1.32	0.00

ROADWAY DESIGN CRITERIA & CALCULATIONS

HYDRAULIC SECTIONS
BASIS: MANNINGS FORMULA WITH-
 $n = 0.050$ EARTH CHANNELS AND DITCHES
 $n = 0.016$ CONCRETE PAVEMENT AND CULVERTS
 $n = 0.035$ GRASS CHANNELS AND DITCHES
 $n = 0.013$ CONCRETE CONDUITS
STREET CAPACITY (31' B-B, Rooflop Crown)
 $Q = (1.486 / n) A S^{1/2} R^{2/3}$
 $Q = (1.486 / 0.016) (10.70) (S)^{1/2} (0.3343)^{2/3}$
 $Q = 476.93 S^{1/2}$
FOR $S = 0.50\% (\text{min. grade})$
 $Q = 476.93 (0.0050 \text{ ft/ft})^{1/2}$
 $Q = 33.7 \text{ cfs}$
R.O.W. CAPACITY (50' R.O.W., 31' B-B, Rooflop Crown)
COMPOSITE $n = 0.016 (31.0/50) + 0.035 (19/50) = 0.023$
 $A = 18.34 S.F.$
 $WP = 56.01 Ft.$
 $R = 18.34/56.01 = 0.3284$
 $Q = (1.486/0.023) (18.34) (S)^{1/2} (0.3284)^{2/3}$
 $Q = 564.02 S^{1/2}$
FOR $S = 0.50\% (\text{min. grade})$
 $Q = 564.02 S^{1/2}$
 $Q = 564.02 (0.0050 \text{ ft/ft})^{1/2}$
 $Q = 39.9 \text{ cfs}$
MINIMUM CARRYING CAPACITY OF COMBINED STREET AND RIGHT-OF-WAY.

NOTE: ALL DRAINAGE DESIGN CRITERIA AND CALCULATIONS ARE BASED ON WISE COUNTY DEVELOPMENT RULES & REGULATIONS, SECTION 6.08

OWNER:
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5950 BERKSHIRE LANE, SUITE 1250
DALLAS, TX 75225
EMAIL: BEN@DOVEHOLLOWDEV.COM
CONTACT: MR. BEN McCASLIN

PREPARED BY:
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2405 Mustang Drive, Grapevine, Texas 76051
Metro (817) 329-4373
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PRELIMINARY DRAINAGE AREA MAP
of
PALOMA RANCH ESTATES
BEING
124.22 Acres ±
94 RESIDENTIAL LOTS & 1 OPEN SPACE LOT
LOCATED IN
CITY OF NEW FAIRVIEW
DENTON COUNTY, TEXAS
OCTOBER 2020
SHEET 9 OF 9

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR

AVERY RANCH 2

STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS
COUNTY OF DENTON §

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (The "Declaration") is made by **ROYAL CREST PROPERTIES, LLC** (The "Declarant")

WHEREAS, Developer is the owner of the real property in Denton County, Texas, described in Article II Section I of this Declaration and desires to create thereof a planned community with open spaces and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community for the management and maintenance of said open spaces and other common facilities, and to this end desires to subject the real property described in Article II Section I, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants, conditions, and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has caused or will cause to be incorporated under the laws of the State of Texas, a non-profit corporation, HOA of Avery Ranch Inc. (or such other similar name as may be authorized by the State of Texas), a Texas non-profit corporation, for the purposes of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, Section I, shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, conditions, easements, charges, and liens (sometimes referred herein as "restrictions, covenants, and conditions") hereinafter set forth.

ARTICLE I Definitions

Section 1. The following words, when used in this Declaration or any supplemental Declaration (unless otherwise indicated) shall have the following meanings:

a. "Association" shall mean and refer to HOA of Avery Ranch, Inc., its successors and assigns.

b. "The Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association.

c. "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the members of the Association.

d. "Lot" shall mean and refer to any plot of land shown upon and recorded subdivision plat of the Properties with the exception of the Common Properties as herein defined, and any other Lot made subject to this Declaration pursuant to Section 2 of Article II, below.

e. "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

f. "Owner" shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot or Living Unit which is a part of The Properties, including those which may be subject hereto pursuant to Section 2 of Article II, below, and including the purchaser under contract from Developer, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

g. "Member" shall mean and refer to every person or entity that holds membership in the Association.

h. "Developer" shall mean and refer to Royal Crest Properties, LLC, its heirs, successors and assigns.

Article II

Properties Subject to This Declaration; Additions Thereto

Section 1. Existing Property - The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Denton County, Texas, and is more particularly described in the attached Exhibit A.

Section 2. Additional Property - Additional properties may become subject to this Declaration in any of the following manners:

(a) Developer may, without the consent of any Owner or any other person, from time to time and at any time add or annex additional real property to the scheme of this Declaration by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such additional property, provided, however, that such Supplemental Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional property.

(b) In the event any person or entity other than the Developer desires to add or annex additional residential and/or common areas to the scheme of this Declaration, such proposed annexation must have the prior written consent and approval of a least seventy five percent (75%) of the outstanding votes within each voting class of the Association.

(c) Any additions made pursuant to Paragraphs (a) and (b) of this Section 2, when made, shall automatically extend the jurisdictions, functions, duties and membership of the Association to the properties added, shall extend to the Owners of the Lots within such other properties the rights and privileges of Owners and membership in the Association and provided hereunder, and shall extend the plan of this Declaration to all properties covered by this Declaration and the Supplemental Declaration, and any reference to "Existing Property" or "Existing Properties" or the "The Properties" in this Declaration shall thereafter include such additional real property.

Article III Association, Organization, and Management

Section 1. Board of Directors. The Board of Directors of the Association shall consist of not less than three (3) or more than five (5) members, the exact number to be fixed in accordance with the provisions of the Bylaws.

Section 2. Classes of Members. The Association shall have two classes of voting membership:

(a) Each owner of a residence with exception to the Developer, shall be Class A Member and shall be entitled to one (1) Class A vote per lot. Where such owner is a group or entity other than one individual person, the vote on behalf of such Owner shall be exercised by such individual person as shall be designated in proxy instrument duly executed by or on behalf of such group or entity and delivered to the secretary of the Association.

(b) The Developer shall be the sole Class B member and shall be entitled to ONE (1) for each Lot or Residence owned; provided, however, in no event shall the Class B Member have less than the total number of Class A votes plus one (1). The Class B Membership shall cease and be converted to Class A Membership at such time as the Developer no longer retains the right to appoint and remove members of the Board and officers of the Association pursuant to Section 3 below.

Section 3. Control by Developer.

(a) Notwithstanding any other language or provision to contrary in the Declaration, the Certificate of Formation, or in the bylaws of Association, Declaring hereby retains the right to appoint and remove any member of the Board of Association and any officer, or officers of the Association until 30 days after the first of the following events shall occur: (i) the expiration of twenty (20) years after the date of the recording of the Declaration, (ii) the date upon which all the Lots intended to be part of the Development have been conveyed by the Developer to Owners other than a person or persons constituting the Developer; or (iii) the surrender by Developer of the authority to appoint and removed directors and officers by an express amendment to this Declaration executed and recorded by Developer.

(b) Upon the expiration of the period of the Developer's right to appoint and remove directors and officers of the Association pursuant to the provisions of the Section, such right shall automatically pass to the Owners, including Developer, if Developer then owns one or more Lots, and a special election as dictated by the Bylaws of Associations shall be called at such time. This special election shall serve as the election process for a new Board of Directors which shall undertake the responsibility of

the Board and Developer shall deliver any applicable Association documents and records that it may have kept on behalf of the Association.

Section 4. Other Membership Provisions. Each owner of a Lot shall be a member of the Association, and such membership shall continue so long as such person or entity continues to be an Owner. The membership of an Owner in the Association shall be appurtenant to and may not be separated from record ownership of any Lot, and the transfer of any membership in the Association which is not made as a part of a transfer of a Lot shall be null and void. Ownership of a Lot shall be the sole qualification of being a member of the Association. Each Owner shall comply with all rules and regulations as established by the Association from time to time.

Section 5. Rights and Powers of the Association. The Association shall have the duty to maintain, insure, and pay all taxes and assessments on (or reimburse Developer for the same) all common areas on the Land and shall have the right, power, and authority to do any act which is consistent with or required by the provisions of the Declaration or the Bylaws, whether the same be expressed or implied, including but not limited to the following:

(a) The power to promote the health, safety, and welfare of the Owners of the Lots.

(b) The power to exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration and Bylaws of the Association.

(c) The power to fix, levy, collect, and enforce payment of any charges or assessments as set forth in the Declaration and to pay all expenses, and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the Properties of the Association.

(d) The power to acquire (by gift, purchases, otherwise), own, hold, improve, build on, operate, maintain, convey, sell, lease, transfer, to dedicate for public use, or otherwise to dispose of real personal property in connection with the affairs of the Association.

(e) The power to borrow money, to mortgage, to pledge, to deed in trust, or to hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred.

(f) The power to keep accounting records with respect to all activities and operation of the Association.

(g) The power to contract with and employ other for maintenance and repair. The power to adapt rules and regulations concerning the operation of the Association.

(h) The power to appoint a management company to operate the Association.

(i) The power to have and to exercise any and all powers, rights, and privileges that corporation organized under the Texas Non- Profit Corporation Act by law may now or at a later time have or exercise.

- (j) The power to act in the capacity of principal, agent, joint venture, partner, or otherwise.

Section 6. Enforcement of Declaration. The Association, through the Board of Directors, shall have the right enforce the Declaration, except and to the extent that the right to enforce certain provisions hereof has been granted to the Architectural Control Committee, whether expressly or by implication. If the Board of Directors shall fail or refuse to enforce this Declaration for an unreasonable period of time, after written request to do so, then any aggrieved Owner may enforce this Declaration on his own behalf by appropriate action, whether in law or in equity.

Article IV Property Rights in Common Properties

Section 1. Members' Easements of Enjoyment. Subject to these terms, conditions and provisions hereof, every Member shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit. In addition, any member may delegate, in accordance with the Bylaws of the Association, his right and easement of enjoyment to member of his family, his guests, his tenants, or contract purchasers who reside on the Properties.

Section 2. Title to Common Properties. Developer shall retain the legal title or easements to the Common Properties until such time as development construction has been completed thereon.

Section 3. Decorative Fencing. In addition to the other common areas defined herein, the Common Properties shall include decorative fencing around a portion of the perimeter of the Properties and a portion of the Common Property. The design and materials of construction and/or repair of the said decorative fence shall be approved by the Architectural Control Committee.

Article V Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot or Living Unit owned by him within the Properties, hereby covenants, and each Owner of any Lot or Living Unit by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association: (1) annual assessments of charges, (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. Such annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of the such property at the time when the assessment fell due. Separate annual or special assessments shall be made upon each Lot or Living Unit whether or not there is more than one Living Unit per Lot.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of providing for the common good and general welfare

of the Residents of the Development, including, but not limited to, security, the acquisition, construction, improvement, maintenance, insuring, and equipping of Common Properties, maintenance of private driveways or other improvements or landscaping which are designated by Developer to be maintenance obligations of the Association, the enforcement of the restrictions contained in this Declaration, the enforcement of the Design Standards of the ACC, the payment of operating costs and expenses of the Association including, without limitation, any ad valorem real and personal property taxes on any real and personal property owned by the Association, and the payment of all principal and interest when due on all debts owed by the Association.

Section 3. Basis and Maximum of Annual Assessments. Annual Assessments shall begin on the first day of the month following the initial conveyance of any Lot by the Developer, and annual assessment for the Owner of each Lot or Living Unit shall be determined at an annual rate.

The Board of Directors of The Association, may, after consideration of current maintenance costs and future needs of the Association, fix the annual assessment.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assignment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51 percent (51%) of the votes of each Member who has voted in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance setting forth the purpose of the meeting.

Section 5. (Reserved for Future Use)

Section 6. Quorum for any Action under Sections 4 and 5. The Quorum for any action authorized by Sections 4 and 5 shall be as follows.

a. At the first meeting called as provided in Sections 4 and 5 hereof, the presence at the meeting of Members or of proxies entitled to cast fifty percent (51%) of all the votes of the membership shall constitute a quorum.

b. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 4 and 5 and the required quorum at any such subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Due Date of Assessments. The annual assessments provided for herein shall become due and payable on the 1st day of January after the commencement day herein above set out and the due date of any special assessment under Article V Section 4 hereof shall be fixed in the resolution authorizing such assessment.

The Board of directors may, at its option, change the annual assessments to semi-annual, quarterly, or monthly assessment and determine the due date thereof.

Section 8. Duties of the Board of Directors. The Board of Directors of the Association shall, upon the commencement date herein provided, prepare a roster of the Properties and assessments applicable therefore which shall be kept in the office of the Association, and shall be open to inspection by any Owner. Written notice of the initial assessment and of any subsequent changes therein shall be forthwith sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate and such certificate shall be conclusively evidence of payments of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessment: Personal Obligations of Owner; Lien; Remedies of Association. If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, forthwith become a continuing lien on the property which shall bind such property in the hands of then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the cost of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided, and a reasonable attorney's fee to be fixed by the Court, together with costs of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-usage of the Common Properties or abandonment of his property.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor form the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and lien created herein:

- a. All properties to the extent of any easement or any other interest therein dedicated and accepted by the local public authority and devoted to public use.
- b. All Common Properties as defined in Article 1, Section 1, hereof.
- c. All properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

Architectural Control

Section 1. The Developer hereby appoints and Architectural Control Committee (herein so called) which shall consist of three (3) members, who shall be appointed by the Developer. All matters before the Architectural Control Committee shall be decided by majority vote of its members. After the Developer conveys the last Lot owned by the Developer, the Association shall assume all of the rights and powers of the Architectural Control Committee and shall exercise same, through the Board of Directors, in the manner herein provided. In the event of the death, incapacity or resignation of a member of the Architectural Control Committee, the successor for such member shall appointed by the majority of the remaining members of the Architectural Control Committee if the such death, incapacity or resignation occurs on or before the Developer conveys the last Lot owned by the Developer, and by the Association if such death, incapacity or resignation occurs thereafter.

Section 2. All building plans must be submitted to the Architectural Control Committee for approval before construction begins. No building, fences, wall sign exterior light, or other structure or other apparatus, either permanent or temporary shall be commenced, erected, placed, or maintained upon the existing property (or any Lot constituting a part thereof), nor shall any remodeling or reconstruction thereof, exterior addition thereto, change therein, or alteration, excavation, subdivision or re-subdivision thereof, including without limitation changes in or specifications showing the nature, kind, shape, height, materials, color, and location and other material attributes of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee, and shall include a plot plan showing the location of the improvements, the plan for drainage and the construction plans giving the dimension of all improvements and shall specify in addition to construction diagrams and specifications, all materials to be used and color schemes for all Improvements. The Architectural Control Committee will be deemed to have been given, and this Article will be deemed to have been fully complied with. The Architectural Control Committee shall have the right, all in the sole discretion of the Architectural Control Committee, to disapprove any plans and specifications submitted to it for any of the following reasons:

- a. If such plans and specifications are not in accordance with any of the provisions of these covenants or the codes, ordinances and regulations of Denton County, Texas;
- b. If the external design, elevation, appearance, location or color scheme for the proposed improvements and not in harmony with the general surrounding of the existing property or with the adjacent dwellings or structures or with the topography;
- c. If the plans and specifications submitted are incomplete;
- d. If the design, appearance or location of any landscaping is not in harmony with the general surroundings or topography;
- e. If the Architectural Control Committee deems the plans and specifications, or any part thereof, to be contrary to the interest, welfare or rights of any or all parts of the existing property.

The Architectural Control Committee is authorized to accept whatever drawings, plans or specifications as it deems desirable within its sole discretion to be in satisfaction of the foregoing. The decision of the Architectural Control Committee shall be final, conclusive and binding upon all Owners. Neither the Architectural Control Committee nor Developer shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans and specifications to meet local Code and Laws. The authorization of any two members of the Architectural Control Committee on any such plans and specifications with "approved" or "disapproved" written or stamped thereon shall be prima facie evidence as to such approval or disapproval being the act of the full Architectural Control Committee.

Prior to building within the subdivision, all builders must be approved by the Architectural Control Committee. The Architectural Control Committee has the right to approve or reject any builder for any reason.

Article VII Restrictive Covenants

Each of the specifically numbered Lots shown upon any recorded residential subdivision map of The Properties (as distinguished from such land, if any, within the limits of such subdivisions which is not specifically platted and numbered as Lots) shall be impressed with the following restrictions, covenants and conditions for the purpose of carrying out a general plan of development and maintenance for continuity and conformance with the intended master plan of the premises:

a. No dwelling, accessory structure, alterations to existing structures, fence, or landscaping shall be erected or maintained on any Lot until the plans and specifications for same have been submitted according to the current Application Procedure and approved by the Architectural Control Committee prior to commencement of the same.

b. No trees shall be removed except by utility easements as required in furnishing of utility services, and no building, fence, wall, or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the details, plans and specifications showing the color, nature, kind, shape, height, materials and location of same shall have been submitted in writing, to and approved according to the Application Procedure, as to harmony of external design and location in relation to surrounding structures and topography, by the Architectural Control Committee.

c. All dwellings shall be constructed to front on the street on which the Lot fronts unless any Lot in question fronts on two streets in which case the dwelling constructed on such Lot shall front, as the Architectural Control Committee may approve, on either of the two streets or partially on both.

d. All dwellings and accessory structures shall be erected and maintained behind the building line shown on the lot, or as otherwise approved by the Architectural Control Committee.

e. No dwelling or accessory structure shall be erected or maintained nearer than fifteen (15) feet from one side line and fifteen (15) feet from the other side line and

thirty-five (35) feet from front line of any Lot or as approved otherwise by the Architectural Control Committee.

f. The floor area (that enclosed for heating and/or air conditioning) of any Living Unit shall be not less than the following: all lots shall contain a minimum floor area of 2600 square feet in the Living Unit.

g. All dwellings shall be constructed of stone, stucco, masonry, brick, or such other materials as may be approved by the Architectural Control Committee, to the extent of at least 85% percent of the area of the outside walls on the first floor. The second floor of such dwellings may be masonry or such other material as may be approved by the Architectural Control Committee. Any accessory structure must be approved otherwise by the Architectural Control Committee.

h. No fence, wall, or hedge shall be placed on any portion of the sites with a height greater than seven feet (7') and no fence is permitted on any party of any Lot unless approved by the Architectural Control Committee. Should a hedge, shrub, tree, flower or any other planting be so placed, or afterwards grown, so as to encroach upon adjoining property, such encroachment shall be removed upon request of the owner of the adjoining property or at the request of the Architectural Control Committee. No wood panel or picket or chain-link fencing shall be allowed unless approved by the Architectural Control Committee.

i. All Lots shall be used for single-family residential purposes only, no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single- family residence per lot, which residence may not exceed two and one-half (2-1/2) stories in height (excluding basements), and a private garage as provided below.

j. Each residence may be occupied by only one family consisting of persons related by blood, adoption or marriage or no more than two unrelated persons living together as a single housekeeping unit, together with any household servants.

k. None of the Lots shall be subdivided into smaller Lots.

l. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No more than four pets will be permitted on each lot. Pets must be restrained or confined on the homeowner's back lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification.

m. No noxious or offensive act or activity shall be allowed upon any Lots, nor shall anything be done thereon which may become an annoyance or a nuisance to the neighborhood.

n. No sign shall be erected or maintained on any Lot except a "for sale" sign which sign shall not exceed fifteen (15) square feet in size, or a sign owned by the Developer or by the Association.

o. All swimming pools must be in ground and the location and design of any proposed swimming pool, including fencing, pumps, backwash, and any other related paraphernalia must be approved in writing by the Architectural Control Committee.

p. Roofs shall be composition shingles (25 year guarantee minimum), wood shingles, slate, imitation slate, metal, or roof tiles if compatible in color and texture with the prevailing roofing of homes within The Properties. Roofing materials must be approved in advance.

q. No pole/mast, antenna, radio, television, satellite dish or other aerial shall be erected or maintained on any lot except as approved by the Architectural Control Committee.

r. No dwelling containing less than an attached, two-vehicle garage shall be constructed within the Properties. The garage door of any house or residence within the Properties must be open to the rear or side of the house or as approved by the ACC. All garage doors shall be closed at all times when not in use. A third garage door may open to the street so long as the location is behind the rear plane of the two garage doors.. Driveways shall be constructed of concrete or asphalt or as approved by the ACC.

s. Sporting, recreation, exercise and or play equipment, dog runs or other outdoor items shall be placed in the back yards of the Lots.

t. A Lot or any portion of any Lot that is exposed to the public view (including the area between the Lot's front yard and the road pavement) must be maintained by the property Owner in a neat and orderly fashion. In the event this restriction is not complied with, the Association has the right to cause this maintenance to be done at the expense of the property Owner.

u. No lot affected hereby shall be used for the dumping or storage of rubbish, trash, debris, surplus soil or rocks, etc.

v. No drilling, oil/natural gas development operations, oil refining, quarrying or mining operation of any kind shall be used upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or similar structure shall be erected, maintained, or permitted upon any Lot.

w. No outbuilding, shop, trailer or residence of a temporary character shall be permitted (except as otherwise reserved as a right by the Developer). No building material of any kind shall be stored on the lot until the owner is ready to commence construction of improvements.

x. No boats, trailers, mobile homes, camper or similar wheeled vehicle shall be stored (except temporarily – not to exceed 24 hours), nearer to the street than the front of the Living Unit situated thereon. No boats, trailers, mobile homes, camper or similar wheeled vehicle shall be stored or parked on any Lot except in a closed garage or within the fenced, walled or enclosed portion of such Lot. Any fence or enclosure shall be subject to approval by the ACC.

y. All houses and structures permitted shall be completed within twelve (12) months from the date of commencement. No structure may be occupied unless and until the premises are connected in a proper manner to a sewage treatment system.

z. Specifically exempted from the provisions of this section are activities by Developer in furtherance of construction, maintenance and sales within the subdivision.

aa. No vehicle of any size which transports inflammatory, explosive, or hazardous cargo may be kept in subdivision at any time.

bb. No mailbox shall be installed without ACC approval. Each mailbox shall be constructed with a masonry column (no more than 48 inches tall) of similar construction as the Dwelling or as approved by the ACC. Each mailbox shall display the address of the Dwelling.

cc. The front yard of each lot (including the area between the lot's front yard and the road pavement) on which a Living Unit is constructed shall contain an underground irrigation system capable of sustaining the yard in a healthy and attractive condition.

dd. Each Lot on which a dwelling unit is constructed shall have landscaping in its front yard, including but not limited to, shrubs, flowers, trees, ground cover, and grass of sufficient quality and design to be compatible with the intent of Developer. Landscaping of a Lot shall be completed with ninety (90) days after the date on which the Living Unit is ninety percent (90%) complete. Lot owners shall keep and maintain the Landscaping in a healthy and attractive condition.

ee. Each Lot owner shall mow and maintain the landscaping on his/her lot in such a manner as to control weeds, grass and/or unsightly growth at all times. If after ten (10) days prior written notice, Owner fails to (i) fail to control weeds, grass and/or unsightly growth, (ii) remove trash, rubble, and/or construction debris; or (iii) exercise reasonable care or conduct to prevent or remedy any unclean, untidy, or unsightly condition, then the Association shall have the authority and right to go onto said Lot to remedy the condition giving rise to the notice. The cost, together with interest and the cost of collection shall be a charge on the land and shall be a continuing lien upon the Lot. Such costs shall also continue to be a personal obligation of the Owner. The lien securing such costs shall be subordinate and inferior to any mortgage or renewals thereof that are recorded before costs are incurred.

ff. At the time of initial construction of any Living Unit, each residential dwelling shall include provisions for the installation of smoke detectors and such other safety and security devices which, in the opinion of the Architectural Control Committee, are reasonable for the individual Living Unit.

gg. Each Lot on which a residential Living Unit is considered shall contain an underground aerobic-type sewage treatment system, which system shall be subject to the approval of the ACC. Each Owner shall contract with an aerobic system maintenance company to provide maintenance for Owner's system.

hh. The Owner of any Lot, shall maintain the Lot and comply with any and all applicable law, ordinances, and regulations.

ii. The minimum square footage of any primary dwelling constructed within the Properties shall be 2,600 square feet.

ARTICLE VIII Easement Reserved

a. No shrubbery, fence, building or other permanent structure (except fencing) shall be erected or maintained within areas designated on the recorded plat as utility, drainage, access, trail, park, equestrian, or landscaping easements, except as may be approved by the ACC.

b. Developer reserves for the use and benefit of the Association, a perpetual easement as shown on the recorded plat of the Properties, and as such other additions as may hereafter be covered and included in this Declaration as Supplemented for the purpose of erecting a fence of reasonable height and composition. The Association shall repair and maintain the fence if installed.

ARTICLE IX General Provisions

Section 1. Duration. The restrictions, covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of fifty-one percent (51%) of the Lots or Living Units have been recorded, agreeing to eliminate or change said restrictions, covenants, and conditions in whole or in part; provided however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

Section 2. Reserve Rights of Developer. Notwithstanding any other provision hereof, Developer reserves the right (upon application and request of the Owner of any Lot) to waive, vary or amend (by an appropriate letter to the effect addressed and delivered to Developer), the application of any of these covenants and restrictions to such Lot, if in the sole discretion of the Developer, such action is necessary. Developer also reserves the right to divide or replat any of the Properties without any notice or consent of any other owner.

Section 3. Sales Office. Developer may designate the location of a Sales Office for use in offering Lots for sale and all associated purposes.

Section 4. Invalidation and Severability. The invalidation of any provision contained herein, by a court of competent jurisdiction, shall not impair the full force and effect of any other provision.

Section 5. Acceptance of Declaration. The provisions hereof are made a part of each contract, and/or deed, as if they are fully set forth therein. Each conveyance shall be conclusively held to be executed, delivered and accepted upon and subject to the provisions and conditions herein.

Section 6. Interpretation. This Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the Properties. The doctrine of Contra Proferentum shall not apply.

Section 7. Other Committees. Developer may appoint a committee of one or more persons to exercise any and all of the discretionary rights and powers herein to Developer.

Section 8. Assignment. Developer may assign to any person or entity any or all rights, powers, reservations, easements, privileges herein reserved by Developer. Any such assignee shall have the same right to assign.

Section 9. Notices. Any notice required to be sent to any Member or Owner under this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person(s) who appears as a Member or Owner on the records at the time of such mailing.

Section 10. Enforcement / Attorney Fees. Enforcement of these Declarations shall be by any proceeding at law or in equity against person violating or attempting to violate anything contained herein. If any controversy, claim, or dispute arises from or relates to this instrument, the prevailing party shall be entitled to recover from the losing party reasonable expenses and attorney fees, and court costs. The failure of the Association to enforce any provision herein contained shall not be deemed a waiver of the right to enforce such provision in future.

Section 11. Amendments. Notwithstanding anything herein above, Developer, in its sole discretion, may amend or change these Declarations with the consent of at least fifty one percent of the outstanding votes.

Section 12. Rule and Regulations. Developer may adopt certain reasonable rules and regulations, together with sanction for violations thereof, to insure the character and quality of Avery Ranch 2. From time to time the Association may amend or vary such rules and regulations according to the Bylaws of the Association.

Executed this _____ of _____, 2014.

Royal Crest Properties, LLC, a Texas limited liability company

Peter Paulsen, Manager

STATE OF TEXAS
COUNTY OF DENTON

This instrument was acknowledged before me on this the _____ day of _____ 2014, by PETER PAULSEN, Manager of Royal Crest Properties, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
GloboLink Management
PO Box 1532
Keller, TX 76244-1532

Lots 1-27, Lot A & B, Block 1, Lots 1-12, Block 2, Lots 1-13, Block 3, Lots 30-49 Block 4, Lots 13-20, Block 4,
of AVERY RANCH 2, an Addition to Denton County, Texas, according to the Plat thereof recorded in
_____, of the Plat Records of Denton County, Texas.





City Council Agenda November 2, 2020

Agenda Item:

(Consent Item)

Agenda Description:

Consider approval of a resolution of the City Council of the City of New Fairview, Texas, consenting to the addition of land to the New Fairview Municipal Utility District No. 1; and approval of the Second Amendment to Development Agreement for Fairview Meadows.

Background Information:

The City of New Fairview entered into a development agreement with Riverside Homebuilders, regarding the development of approximately 500 acres in the New Fairview ETJ. Riverside had purchased an additional 313 acres of land to the north and are seeking to annex this property into the New Fairview MUD #1 to install infrastructure. The City Council approved an administrative approval of this petition following negotiations of the City Administrator and City Attorney.

Financial Information:

N/A

City Contact and Recommendation:

Ben Nibarger, City Administrator
Staff recommends approval as submitted.

Attachments:

Resolution
Amendment to Development Agreement
Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS,
CONSENTING TO THE ADDITION OF LAND TO THE NEW FAIRVIEW MUNICIPAL
UTILITY DISTRICT NO. 1

WHEREAS, the City of New Fairview, Texas (the “City”) has received a petition from the owners of the land described in the attached Exhibit “A” requesting the City’s consent to the addition of land to the New Fairview Municipal Utility District No. 1, created by special act of the 85th Texas Legislature (the “District”); and

WHEREAS, the City and the District anticipate negotiating the terms of a strategic partnership agreement governing the operation of the District within the City’s corporate limits.

WHEREAS, the City wishes to evidence its consent to the addition of the land to the New Fairview Municipal Utility District No. 1 subject to the conditions contained in this resolution.

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

SECTION 1. That the City Council of the City hereby grants its consent to and permission for the addition of the land described in the attached Exhibit “A” to the New Fairview Municipal Utility District No. 1, subject to the conditions contained in Sections 2 and 3 of this Resolution.

SECTION 2. That the consent of the City Council of the City to the addition of land to the District is given subject to the District’s compliance with the following conditions:

- A. The District shall construct all public water, sewer, drainage, and road facilities to serve the land in the District in accordance with plans and specifications which have been approved by the City; and
- B. The City shall have the right to inspect all of such facilities being constructed by the District.

SECTION 3. That the consent of the City Council of the City is given subject to the condition that the total amount of any bonds, notes, time warrants, or other obligations (collective, “Obligations”), including refunding Obligations, issued by the District shall not exceed Forty Million Dollars (\$40,000,000.00), until the District executes a Strategic Partnership Agreement with the City setting forth the terms for the existence of the District within the corporate limits of the City.

SECTION 4. That the consent of the City Council of the City is given subject to the condition that the purposes for which the District may issue bonds are limited to the purchase, construction, acquisition, repair, extension and improvement of land, easements, works, improvements, facilities, plants, equipment and appliances necessary to:

- A. Provide a water supply for municipal uses, domestic uses and commercial purposes;

- B. Collect, transport, process dispose of and control all domestic, industrial or communal wastes whether in fluid, solid or composite state;
- C. Gather, conduct, divert and control local storm water or other local harmful excesses of water in the District and the payment of organization expenses, operation expenses during construction and interest during construction; and
- D. Construct, acquire, improve, operate, or maintain macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

SECTION 5. That the City Council of the City further states that it has not relinquished any rights, duties or powers relating to the inclusion of the District within its corporate limits and that, while the City consents to the creation of the District, it does not release or disannex the area within the District from its corporate limits.

SECTION 6. That the Mayor and City Secretary are hereby authorized to execute any documents necessary to effectuate this Resolution.

SECTION 7. That this Resolution take effect immediately from and after its passage.

DULY RESOLVED by the City Council of the City of New Fairview, Texas, on the _____ day of _____, 2020.

The Honorable Joe Max Wilson
Mayor

ATTEST:

APPROVED:

Monica Rodriguez
City Secretary

Bradley A. Anderle
City Attorney

EXHIBIT A

Petition for Addition of Land to New Fairview Municipal Utility District No. 1

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

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

RECITALS

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

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

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

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

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

AGREEMENT

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

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

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

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

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

10.07 Termination of Conditions. If within 5 years of the date hereof the City does not provide the District with written notice of its intent to negotiate or its desire to assume operations of the District's water, sewer, parks, streets, and other general municipal government services, then the conditions and limitations in paragraphs 10.05 and 10.06 shall terminate. If the City has not assumed operations of the District's water and sewer system within 10 years of the date hereof, the conditions and limitations in paragraphs 10.05 and 10.06 shall terminate.

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

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

[Signature Page to Follow]

CITY OF NEW FAIRVIEW, TEXAS:

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

ATTEST:

By: _____
Name: Monica Rodriguez
Title: City Secretary

APPROVED AS TO FORM:

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

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

NEW FAIRVIEW MUNICIPAL UTILITY DISTRICT NO. 1:

_____, President

Date: _____

ATTEST:

_____, Secretary

(DISTRICT SEAL)

THE STATE OF TEXAS §

§

COUNTY OF _____ §

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

Notary Public, State of Texas

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

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

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

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

Notary Public, State of Texas

ANNEXATION TRACTS – NEW FAIRVIEW MUD #1





City Council Agenda November 2, 2020

Agenda Item:	Resolution	(Action Item)
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Agenda Description:

Consider a resolution authorizing the City Administrator to enter into an agreement with Pacheco Koch to complete the survey, design, and engineering of City roads.

Background Information:

The Council directed staff to develop a 2020-2021 budget that funded road maintenance and reconstruction. Staff has been working with Pacheco Koch (PK) to develop a proposal that will provide the survey, design, and engineering for all roads in the city, including: the Chisholm Trail Development, Sky View, and Rancho Rio. It is estimated that the total timeframe for completion is 90 days, if weather does not become an issue.

Further, we have worked with our financial advisor to determine the best timeframe for the city to enter the debt market to obtain funding for the proposed capital improvements. Currently, we anticipate issuing debt in February 2021. The city is also attempting to complete a Community Development Block Grant (CDBG) for \$350,000, approximately 10% of the project cost.

Financial Information:

There is a lump sum fee of \$294,903 for the whole project, that will be reimbursed from bond proceeds. Initially, the city will pay the \$78,500 field survey fee and is working with PK to align the balance of the payments with receipt of the bond proceeds.

City Contact and Recommendation:

Ben Nibarger, City Administrator
Staff recommends approval as submitted.

Attachments:

Resolution
Agreement



**City of New Fairview, Texas
Resolution No. 202011-01-135**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX APPROVING
THE CITY ADMINISTRATOR TO ENTER IN TO AN AGREEMENT
WITH PACHECO KOCH TO PROVIDE ENGINEERING AND DESIGN
WORK FOR THE RECONSTRUCTION AND MAINTENANCE OF CITY
ROADS.**

WHEREAS, the City of New 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 improve the safety and driving condition of the city owned streets; and

WHEREAS, the City requires professional engineering services; and

WHEREAS, Pacheco Koch is a highly qualified engineering firm that has been acting in a consulting role as the New Fairview City Engineer and is capable of providing these services.

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

1. That, all matters stated in the recitals herein above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
2. That the City Council does hereby approve the City Administrator to enter into the agreement, Exhibit A.
3. That, if any portion of this resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determined that it would have adopted this Resolution without the

invalid

provision.

4. That this Resolution shall become effective from and after its date of passage.

PRESENTED AND PASSED on this **2nd day of November**, at a meeting of the New Fairview City Council.

APPROVED:

ATTESTED:

Joe Max Wilson
Mayor

Monica Rodriguez
City Secretary

EXHIBIT 'A' – SCOPE OF SERVICES

**CITY OF NEW FAIRVIEW – CHISHOLM HILLS, MONTANA COURT, AND
PEDERNALAS DRIVE ROADWAY IMPROVEMENT**

PROJECT DESCRIPTION:

The project consists of pavement reconstruction and resurfacing at the following streets Montana Court and Pedernolas Drive, and the roadways inside of the Chisholm Hills Neighborhood. (PROJECT)

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

2. Communications and Reporting:

- Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements.
- Conduct review meetings with the CITY at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the CITY.
- Prepare and submit monthly progress reports.
- Prepare and submit baseline Project Schedule initially and Project Schedule updates.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

EXHIBIT A to Agreement between the
City of New Fairview, Texas (CITY)
and Pacheco Koch Consulting
Engineers, Inc., (CONSULTANT) for
Consulting Services

3. Constructability Review:

- Prior to the 90 percent review meeting with the CITY, the CONSULTANT shall schedule and attend a project site visit with the CITY Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the CITY's comments from the field visit and submit this information to the CITY in writing.

4. Utility Clearance:

- The CONSULTANT will consult with the CITY, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
- CONSULTANT will provide plans to and coordinate with utility CITY related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:

- Cover SheetM:\DWG-32\3204-11.130\Admin\Contract
- General Notes
- Quantity Sheet
- Project Layout & Control Sheet
- Roadway plan and profile sheets.
Scale 1" = 40' Horizontal; 1" = 4' Vertical
- Drainage plan and profile sheets (Culverts)
Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Construction Phasing Plan
- Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by CITY's project manager.

2. Assemble CITY's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).
3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.
4. Submit two (2) sets of half size (11"x17") of preliminary 60% plans, one (1) set of preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the CITY.

EXHIBIT A to Agreement between the
City of New Fairview, Texas (CITY)
and Pacheco Koch Consulting
Engineers, Inc., (CONSULTANT) for
Consulting Services

C. Final Design (90% & 100% Submittals)

1. Prepare final construction plans. Prepare the following sheets, along with revision of preliminary sheets, for this submittal:
 - Erosion Control Plan
 - Traffic Control Plan
2. Submit two (2) sets of half sized 11"x17" sets of 90% plans, one (1) set of 90% construction contract documents and 90% opinion of probable construction costs for CITY.
3. Incorporate final CITY review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.
4. Finalize construction contract documents including CITY standard specifications, special technical specifications, and special conditions (if any).
5. Estimate of final construction quantities and final opinions of construction cost.
6. Submit (1) sealed (100%) set of final plans and construction documents.

D. Bid Phase Services

CONSULTANT will support the bid phase of the project as follows:

1. Bid Advertisement:
 - CONSULTANT shall prepare and submit to CITY a draft Bid Advertisement for publishing by the CITY.
2. Bid Document Distribution:
 - The CONSULTANT shall sell construction plans and contract bid documents. The CONSULTANT shall also maintain a plan holders list of documents sold.
3. Bidder Assistance:
 - The CONSULTANT will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders' questions and requests, and the response thereto. The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
 - Attend the prebid conference in support of the CITY.
 - Attend the bid opening in support of the CITY.

EXHIBIT A to Agreement between the
City of New Fairview, Texas (CITY)
and Pacheco Koch Consulting
Engineers, Inc., (CONSULTANT) for
Consulting Services

4. Bid Analysis and Recommendation of Award:
 - The CONSULTANT will tabulate and review all bids received for the construction project, assist the CITY in evaluating bids, and recommend award of the contract.
 - The CONSULTANT will assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
 - The CONSULTANT shall make a recommendation of award to the CITY.
5. Conformed Construction Documents:
 - Upon award of a contract by the CITY, the CONSULTANT shall assist with the execution, assembly and distribution of the construction contract documents for the Project., as well as three (3) full size (22"x34") sealed (100%) set of final plans.
6. Distribution of Plan set to Contractor:
 - Upon award of a contract by the CITY, the CONSULTANT shall distribute full sized (22"x34") sealed (100%) set of final plans to the Contractor, up to three (3) sets.

E. Construction Administration

1. Preconstruction Conference:
 - The CONSULTANT shall attend the preconstruction conference in support of the CITY.
2. Public Meeting:
 - After the pre-construction conference, the CONSULTANT shall provide project exhibits and attend a public meeting, if any, to help explain the proposed project to interested parties. The CITY shall select a suitable location and extend the invitation to the affected parties and the public as deemed appropriate.

EXHIBIT A to Agreement between the
City of New Fairview, Texas (CITY)
and Pacheco Koch Consulting
Engineers, Inc., (CONSULTANT) for
Consulting Services

3. Site Visits:
 - The CONSULTANT shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress. It is estimated that one (1) visit per month will be made by the CONSULTANT.
4. Shop Drawing and Lab Report Review
 - The CONSULTANT shall review shop and erection drawings submitted by the contractor for compliance with design concepts. The CONSULTANT shall review laboratory, shop, and mill test reports on materials and equipment.
5. Instructions to Contractor
 - The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the CITY.
6. Contractor's Payment Estimates
 - The Engineer shall review monthly and final estimates for payments to contractors. The payment estimates shall include appropriate certifications.
7. Final Inspection
 - The Engineer shall attend final inspection of the Project with representatives of the CITY and the construction contractor.
8. Record Drawings:
 - Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the CITY on a CD-ROM disk or flash drive containing scanned 22"x34" black and white PDF images.

F. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage.

SPECIAL SERVICES:

A. Field Survey

1. Establish Survey Control

Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from CITY monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced.

4. Existing Drainage Channels and Drainage Area Verification

Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT, 100' upstream and downstream. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.

EXHIBIT A to Agreement between the
City of New Fairview, Texas (CITY)
and Pacheco Koch Consulting
Engineers, Inc., (CONSULTANT) for
Consulting Services

5. Existing Underground and/or Overhead Utilities

Utility CITY's will be contacted, on an as-needed basis, and requested to assist in locating existing utilities identified for the PROJECT. Above ground features of existing utilities within the proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection, utility records, and/or from locations determined by the respective utility companies. The utilities will be tied to the PROJECT control points and depths determined in sufficient detail to identify potential conflicts with proposed construction. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

Services not included in this contract:

- *Construction inspection services*
- *Pole foundations are standards and no special foundation will be designed to accommodate custom situations.*
- *As-built surveys of constructed improvements*
- *Subsurface Utility Engineering*
- *Geotechnical Investigation*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities.*

EXHIBIT A to Agreement between the
City of New Fairview, Texas (CITY)
and Pacheco Koch Consulting
Engineers, Inc., (CONSULTANT) for
Consulting Services

- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Permitting with TxDOT or any other agency*
- *Storm Water Pollution Prevention Plans (SWPPP)*

END OF EXHIBIT 'A'

EXHIBIT B to Agreement between the
City of New Fairview, Texas (CITY)
and Pacheco Koch Consulting
Engineers, Inc. (CONSULTANT) for
Consulting Services

EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

**CITY OF NEW FAIRVIEW – CHISHOLM HILLS, MONTANA COURT, AND
PEDERNALAS DRIVE ROADWAY IMPROVEMENT**

COMPENSATION:

For all professional services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$294,903 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic & Special Services

A.	Project Management, Coordination & Permitting	\$ 12,910
B.	Preliminary Design (60% Submittal)	109,985
C.	Final Design (90% & 100% Submittals)	73,795
D.	Bid Phase Services	5,580
E.	Construction Administration	7,020
F.	Project Completion	3,330
G.	Direct Expense (Not to Exceed)	3,783
H.	Field Survey	<u>78,500</u>

TOTAL **\$ 294,903**

METHOD OF PAYMENT:

The CONSULTANT shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'B'

Project No.: 0100

Client: New Fairview

Project Title: New Fairview Roadway Improvements

**FEE BUDGET ESTIMATE
BASIC DESIGN & CONSTRUCTION SERVICES**

October 5, 2020

DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		LEVEL OF EFFORT BY CLASSIFICATION								TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	QNTY	UNIT	PROJ MGR	SENIOR ENGR	STR/ELEC/HYD ENGR	PROJECT ENGR	DESIGN TECH/EIT	TECH. CADD	QA/QC REVIEW	ADMIN ASST		
			\$210.00	\$170.00	\$125.00	\$115.00	\$100.00	\$85.00	\$170.00	\$75.00		
PROJECT MANAGEMENT	8	MTH	12.0		4.0		28.0			4.0	48.0	\$ 6,120.00
PROJECT START-UP AND COORDINATION												
PRELIMINARY CONFERENCE WITH CLIENT	1	N/A	3.0				3.0			4.0	10.0	\$ 1,230.00
COORDINATE WITH OUTSIDE AGENCIES / FRANCHISE UTILITY	1	N/A	4.0		2.0		10.0			2.0	18.0	\$ 2,240.00
COLLECT & REVIEW EXISTING DATA	1	N/A	4.0		4.0		4.0	8.0		4.0	24.0	\$ 2,720.00
SITE VISIT	1	EACH					6.0				6.0	\$ 600.00
											SUB-TOTAL =	\$ 12,910.00
PRELIMINARY DESIGN (60% SUBMITTAL)												
COVER SHEET / INDEX	1	SHEET						4.0			4.0	\$ 340.00
PROJECT LAYOUT / LEGEND / CONTROL / QTY SHEET	8	SHEET					10.0	20.0	0.5		30.5	\$ 2,785.00
GENERAL NOTES SHEET	1	SHEET					10.0	20.0	0.5		30.5	\$ 2,785.00
DETAIL SHEETS	10	SHEET					15.0	20.0	0.5		35.5	\$ 3,285.00
PAVING PLAN & PROFILE SHEETS	37	SHEET					220.0	220.0	8.0		448.0	\$ 42,060.00
CROSS SECTION SHEETS	20	SHEET					80.0	120.0	0.5		200.5	\$ 18,285.00
DRAINAGE AREA MAP / CALCULATION SHEET	2	SHEET			20.0		40.0	20.0	1.0		81.0	\$ 8,370.00
STORM/CULVERT PLAN & PROFILE SHEETS	17	SHEET			10.0		80.0	80.0	4.0		174.0	\$ 16,730.00
CONSTRUCTION PHASING SHEETS	25	SHEET					10.0	40.0	0.5		50.5	\$ 4,485.00
QUANTITY TAKE-OFF AND OPINION OF COST	N/A	N/A					10.0	60.0	1.0		71.0	\$ 6,270.00
SITE VISITS / CLIENT CONFERENCE/REVIEW MEETING	N/A	EACH	9.0				24.0			4.0	37.0	\$ 4,590.00
											SUB-TOTAL =	\$ 109,985.00

Project No.: 0100
 Client: New Fairview
 Project Title: New Fairview Roadway Improvements

FEE BUDGET ESTIMATE
BASIC DESIGN & CONSTRUCTION SERVICES

October 5, 2020

DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE		LEVEL OF EFFORT BY CLASSIFICATION								TOTAL MH'S PER TASK	TOTAL FEE PER TASK
			PROJ MGR	SENIOR ENGR	STR/ELEC/HYD ENGR	PROJECT ENGR	DESIGN TECH/EIT	TECH. CADD	QA/QC REVIEW	ADMIN ASST		
	QNTY	UNIT	\$210.00	\$170.00	\$125.00	\$115.00	\$100.00	\$85.00	\$170.00	\$75.00		
FINAL DESIGN (100% SUBMITTAL)												
COVER SHEET / INDEX	1	SHEET						2.0			2.0	\$ 170.00
PROJECT LAYOUT / LEGEND / CONTROL / QTY SHEET	8	SHEET					10.0	10.0	0.5		20.5	\$ 1,935.00
GENERAL NOTES SHEET	1	SHEET					8.0	12.0	0.5		20.5	\$ 1,905.00
DETAIL SHEETS	10	SHEET					15.0	20.0	0.5		35.5	\$ 3,285.00
PAVING PLAN & PROFILE SHEETS	37	SHEET					120.0	160.0	8.0		288.0	\$ 26,960.00
CROSS SECTION SHEETS	20	SHEET					40.0	60.0	0.5		100.5	\$ 9,185.00
DRAINAGE AREA MAP / CALCULATION SHEET	2	SHEET			10.0		10.0	10.0	1.0		31.0	\$ 3,270.00
STORM/CULVERT PLAN & PROFILE SHEETS	17	SHEET			20.0		40.0	40.0	4.0		104.0	\$ 10,580.00
EROSION CONTROL PLAN SHEETS	4	SHEET					10.0	10.0	0.5		20.5	\$ 1,935.00
CONSTRUCTION PHASING / TCP SHEETS	25	SHEET					20.0	40.0	1.0		61.0	\$ 5,570.00
QUANTITY TAKE-OFF AND OPINION OF COST	N/A	N/A					10.0	40.0	1.0		51.0	\$ 4,570.00
SPECIFICATIONS	4	BOOK					20.0	10.0	2.0		32.0	\$ 3,190.00
SITE VISITS / CLIENT CONFERENCE/REVIEW MEETING	N/A	EACH	4.0				4.0				8.0	\$ 1,240.00
											SUB-TOTAL =	\$ 73,795.00
BID PHASE SERVICES												
BIDDING ASSISTANCE	1	N/A	4.0	2.0			24.0			16.0	46.0	\$ 4,780.00
REVIEW & ASSEMBLE CONTRACTS	1	N/A					8.0				8.0	\$ 800.00
											SUB-TOTAL =	\$ 5,580.00
CONSTRUCTION PHASE SERVICES												
CONSTRUCTION ASSISTANCE	1	N/A	10.0	4.0			24.0			8.0	46.0	\$ 5,780.00
FINAL WALKTHROUGH	1	N/A	4.0				4.0				8.0	\$ 1,240.00
											SUB-TOTAL =	\$ 7,020.00
PROJECT COMPLETION												
RECORD DRAWINGS	105	SHEET	4.0				10.0	10.0	2.0	4.0	30.0	\$ 3,330.00
											SUB-TOTAL =	\$ 3,330.00
HOURS SUB-TOTALS			58.0	6.0	70.0	0.0	927.0	1,036.0	38.0	46.0	2,181.0	\$ 212,620.00
TOTAL LABOR COSTS			\$ 12,180.00	\$ 1,020.00	\$ 8,750.00	\$ -	\$ 92,700.00	\$ 88,060.00	\$ 6,460.00	\$ 3,450.00	\$ 212,620.00	
% OF TOTAL HOURS			2.7%	0.3%	3.2%	0.0%	42.5%	47.5%	1.7%	2.1%	100.0%	

PRINTING & REPRODUCTION EXPENSES					QUANTITY	UNIT PRICE	AMOUNT	ENGINEERING	
PRINTING - 11 X 17 PLANS (REVIEW SETS)	4	SETS	125	PLOTS/SET	500	1.00	500.00	LABOR COSTS:	\$ 212,620.00
PRINTING - 22 X 34 PLANS (REVIEW SETS)	0	SETS	125	PLOTS/SET	0	1.50	-	DIRECT EXPENSES	3,783.00
PRINTING - 22 X 34 PLANS (UTILITY CLEARANCE SETS)	1	SETS	125	PLOTS/SET	125	1.50	187.50	TOTAL ENGINEERING (Basic Services)	\$ 216,403.00
PRINTING - 22 X 34 PLANS (BID SETS)	0	SETS	125	PLOTS/SET	0	1.50	-	OTHER BASIC & SPECIAL SERVICES (Included)	
PRINTING - 11 X 17 PLANS (BID SETS)	4	SETS	125	PLOTS/SET	500	1.00	500.00	Field Survey - Pacheco Koch	\$ 78,500.00
PRINTING - 22 X 34 PLANS (AS-BUILT SETS)	4	SETS	125	PLOTS/SET	500	3.00	1,500.00		
PRINTING - 11 X 17 PLANS (AS-BUILT SETS)	1	SETS	125	PLOTS/SET	125	1.00	125.00		
PDF PREPARATION	1	SETS	125	PLOTS/SET	1	8.00	8.00		
SPECIFICATIONS - 8.5 X 11 PAPER COPIES	3	SETS	150	COPIES/SET	450	0.10	45.00	TOTAL BASIC & SPECIAL SERVICES	\$ 78,500.00
SPECIFICATIONS - 8.5 X 11 PAPER COPIES (BID SETS)	4	SETS	150	COPIES/SET	600	0.10	60.00	TOTAL DESIGN FEE	\$ 294,903.00
TOTAL PRINTING & REPRODUCTION EXPENSES							\$ 2,925.50	SPECIAL SERVICES (If Requested)	
DIRECT EXPENSES								Construction Inspection (Daily Rate)	\$ 1,100.00
PLOTTING - 11 X 17 PAPER PLOTS	3	SETS	125	PLOTS/SET	375	1.00	375.00		
REPRODUCTION - 8.5 X 11 PAPER COPIES	250	COPIES			250	0.10	25.00		
DELIVERY SERVICE	3	PKGS			3	15.00	45.00		
AUTO EXPENSE	10	TRIPS	75	MI /TRIP	750	0.55	412.50		
TOTAL PER PHASE DIRECT EXPENSES							\$ 857.50		

ENGINEER'S PREDESIGN OPINION OF CONSTRUCTION COST

Client Name: City of New Fairview, Texas

PK No.: 3204-11.130

Road Name: Chisholm Hills, Montana Court, and Pedernales Drive Roadway

Date: 10-02-2020

Improvement

Bid No.	Bid Item Description	Units	Estimated Quantity	Unit Cost	Total Cost
1	Barricades, Signs & Traffic Handling	LS	1	\$ 10,000.00	\$ 10,000.00
2	Prepare Right of Way	STA	244	\$ 250.00	\$ 61,000.00
3	Project Sign	EA	1	\$ 750.00	\$ 750.00
4	Roadway Excavation	CY	10,800	\$ 12.00	\$ 129,600.00
5	Remove Existing Culverts	LF	4,010	\$ 10.00	\$ 40,100.00
6	Remove and Replace Mailbox	EA	175	\$ 200.00	\$ 35,000.00
7	8" Flexbase	SY	43,500	\$ 15.00	\$ 652,500.00
8	2" Type D Asphalt	TON	5,000	\$ 90.00	\$ 450,000.00
9	4" Type B Asphalt	TON	10,000	\$ 80.00	\$ 800,000.00
10	Mill and Reworking of Base	SY	6,000	\$ 17.50	\$ 105,000.00
11	Additional Asphalt for Milling Overlay	TON	700	\$ 75.00	\$ 52,500.00
12	Driveways (6" Flexbase Material)	SY	2,650	\$ 12.00	\$ 31,800.00
13	Driveway Culvert	LF	3,500	\$ 60.00	\$ 210,000.00
14	Roadway Culvert	LF	510	\$ 90.00	\$ 45,900.00
15	Hydro-Mulch	SY	40,000	\$ 2.00	\$ 80,000.00
16	Pavement Header at Existing Pavement	EA	15	\$ 2,500.00	\$ 37,500.00
TOTAL					\$ 2,741,650.00
10% CONTINGENCIES					\$ 274,350.00
TOTAL OPINION OF CONSTRUCTION COSTS					\$ 3,016,000.00
Assumptions:					
1.	OPCC does not include legal, survey, engineering, ROW acquisition, ROW and utilities.				
2.	All roads assumed to be 25' wide, to get estimate of SY.				
3.	Price of Full Reconstruction based off 8" Flexbase, 2" Type "D" HMAC, 4" Type "B" HMAC Typical Section.				
4.	Each Driveway and Intersection assumed to have new culverts placed, analysis will be ran in design to determine necessity in each location.				
5.	Hydromulch added to each side of roadway work areas, at 10' widths, to replace existing vegetation.				
6.	Each intersection has a proposed Pavement Header where it ties into Existing Pavement.				



City Council Agenda November 2, 2020

Agenda Item:	Resolution	(Action Item)
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Agenda Description:

Consider a resolution approving the extension of the mayor's declaration of local disaster and public health emergency.

Background Information:

The City of New Fairview has residents that have tested positive for Covid-19. In an effort to mitigate the possible chance of community spread as well as access and utilize federal funding to help mitigate the health and financial impacts caused by Covid-19, the Mayor declared a state of local disaster which must be extended by the City Council within seven days.

Financial Information:

CFR Grant Funding of approximately \$69,000.

City Contact and Recommendation:

Ben Nibarger, City Administrator

Staff recommends approval as submitted.

Attachments:

Resolution

Disaster Declaration

Covid-19 Public Safety Plan for New Fairview



**City of New Fairview, Texas
Resolution No. 202011-02-136**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW
FAIRVIEW, TX APPROVING THE EXTENSION OF THE MAYOR'S
DECLARATION OF LOCAL DISASTER AND PUBLIC HEALTH
EMERGENCY.**

WHEREAS, the City of New Fairview, Texas ("City"), is a Type-B general law municipality located in Wise and Denton Counties, created in accordance with Chapter 7 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, on 28th day of October, 2020, the Mayor issued a Declaration of Local Disaster and Public Health Emergency for the City of New Fairview, Texas resulting from a determination that extraordinary and immediate measures must be taken to quickly respond, prevent, and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be infected or impacted by COVID-19; and

WHEREAS, the conditions necessitating a declaration of a state of disaster continue to exist; and

WHEREAS, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period in excess of seven days without the consent of the governing body of the political subdivision; and

WHEREAS, the City of New Fairview, Texas, has in place an Emergency Management Plan adopted under Chapter 6 of the Code of Resolutions and Chapter 418 of the Texas Government Code (the Texas Disaster Act); and

WHEREAS, the City Council desires to further extend the declaration of local disaster; and

WHEREAS, the City Council finds that this resolution is in the best interest of the City and further the public health and welfare of the City.

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

1. That, all matters stated in the recitals herein above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

2. The Declaration of Local Disaster and Public Health Emergency issued for the City of New Fairview by the Mayor on October 28th, 2020, is hereby extended and shall be coterminous with the State of Disaster issued by Governor Greg Abbott on March 13, 2020, as may be amended and renewed.
3. The Covid-19 Plan for Public Safety in New Fairview shall be accepted by the Council and act as the guide for mitigating exposure risks for employees, residents, and visitors.
4. That, if any portion of this resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determined that it would have adopted this Resolution without the invalid provision.
5. That this Resolution shall become effective from and after its date of passage.

PRESENTED AND PASSED on this **2nd day of November**, at a meeting of the New Fairview City Council.

APPROVED:

Joe Max Wilson
Mayor

ATTESTED:

Monica Rodriguez
City Secretary

DECLARATION OF LOCAL DISASTER AND PUBLIC HEALTH EMERGENCY CITY OF NEW FAIRVIEW

WHEREAS, in December 2019 a novel coronavirus, now designated COVID-19, was detected in Wuhan City, Hubei Province, China, with symptoms including fever, cough, and shortness of breath and with outcomes ranging from mild to severe illness and in some cases death; and

WHEREAS, on January 30, 2020, the World Health Organization Director General declared the outbreak of COVID-19 as a Public Health Emergency of International Concern (PHEIC), advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

WHEREAS, on March 5, 2020, the World Health Organization Director General urged aggressive preparedness and activation of emergency plans to aggressively change the trajectory of this epidemic; and

WHEREAS, on March 11, 2020 the World Health Organization (WHO) declared COVID-19 a worldwide pandemic; and

WHEREAS, the Centers for Disease Control and Prevention is closely monitoring the growing number of cases that have spread into the United States and the identification of "community spread" cases of COVID-19 in the United States signals that transmission of the virus is occurring; and

WHEREAS, COVID-19 spreads between people who are in close contact with one another through respiratory droplets produced when an infected person coughs or sneezes; and

WHEREAS, the continued worldwide spread of COVID-19 presents an imminent threat of widespread illness, which requires emergency action; and

WHEREAS, County Judge J.D. Clark issued a Disaster Declaration and Executive Order for Wise County for COVID-19 on April 28, 2020; and

WHEREAS, Governor Greg Abbott issued a State of Disaster for all Texas counties for COVID-19 on March 13, 2020 and numerous Executive Orders relating to COVID-19 preparedness and mitigation; and

WHEREAS, President Donald Trump declared a State of National Emergency for the United States of America on March 13, 2020; and

WHEREAS, pursuant to the Texas Disaster Act of 1975, the Mayor is designated as the emergency management director of the City of New Fairview, and may exercise the powers granted to the governor on an appropriate local scale; and

WHEREAS, a declaration of local disaster and public health emergency includes the ability to reduce the possibility of exposure to disease, control the risk, promote health, compel persons to undergo additional health measures that prevent or control the spread of disease including isolation surveillance, quarantine, or placement of persons under public health observation, including the provision of temporary housing or emergency shelters for persons misplaces or evacuated and request assistance from the governor of state resources; and

WHEREAS, a declaration of local disaster is necessary to authorize the furnishing of aid and assistance to the City of New Fairview from the governor for state and federal resources allocated toward this disaster; and

WHEREAS, by this Declaration of Local Disaster and Public Health Emergency, I declare all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident; and

WHEREAS, pursuant to the authority granted to the Mayor under the Texas Disaster Act of 1975, I authorize the use of all available resources of state government and political subdivisions to assist in the City's response to this situation; and

WHEREAS, I, Joe Max Wilson, the Mayor of the City of New Fairview have determined that extraordinary and immediate measures must be taken to respond quickly, prevent and alleviate the suffering of people exposed to and those infected with the virus, as well as those that could potentially be infected or impacted by COVID-19; and


WHEREAS, I, Joe Max Wilson, the Mayor of the City of New Fairview hereby issue this Declaration of Disaster and Public Health Emergency to implement measures to ensure the protections of the residents of the City of New Fairview.

NOW THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF NEW FAIRVIEW:

1. That a state of disaster and public health emergency is hereby declared for the City of New Fairview, pursuant to section 418.108(a) of the Texas Government Code.
2. That the state of disaster and public health emergency shall continue for a period of not more than seven days of the date hereof, unless the same is continued by the City Council of the City of New Fairview, Texas, pursuant to section 418.108 (b) of the Texas Government Code, at which time the City Council of the City of New Fairview, Texas will specify the period of extension.
3. That this declaration of a local state of disaster and public health emergency shall be given prompt and general publicity and shall be filed promptly with the City Secretary, pursuant to section 418.108(c) of the Texas Government Code.

4. That the City's Emergency Operations Plan is activated and implemented, pursuant to section 418.108(d) of the Texas Government Code.
5. That this declaration authorizes the City to take any actions necessary to promote health and suppress disease, including quarantine, examining and regulating hospitals, regulating ingress and egress from the City, and fining those who do not comply with the City's rules, pursuant to Section 122.005 of the Health and Safety Code.
6. That this declaration shall adopt for the City of New Fairview all rules, regulations and limitations issued by Wise County, and the State of Texas contained in executive orders or disaster declarations issued by those entities for the Coronavirus Disease 2019 public health emergency as applicable to the City of New Fairview. In the event of a conflict between the rules, regulations and limitations issued by Wise County and the State of Texas, the more restrictive of the rules, regulations, and limitations shall be adopted.
7. That this declaration hereby authorizes the use of all lawfully available enforcement tools.
8. That this proclamation shall take effect at 28th, October 2020.

ORDERED this the 28th day of October 2020.



Joe Max Wilson
Mayor, City of New Fairview



Covid-19 Public Safety Plan for New Fairview

Background

The Covid-19 public health emergency has created both a shortage and necessity of Personal Protective Equipment (PPE) for first responder safety. While Wise County has agreed to provide gowns, surgical masks, and a variety of other PPE, it does not meet the day-to-day needs of the fire department serving the residents of New Fairview adequately. Further, the unknown nature of the pandemic and ongoing nature necessitates the adaption of work processes and procedures to improve the safety of the city employees, residents, and visitors.

Purpose and Scope

This document outlines and justifies the supplies, materials, technology, and equipment necessary for both the general municipal operations and the first responders. The PPE requirements discussed in this document will help ensure that the New Fairview first responders are properly equipped to deal with the Covid-19 pandemic. The supplies are not exhaustive of the needs of the City of New Fairview but provide a minimum baseline that should be maintained for an adequate response to emergencies. Municipal management software solutions that allow for virtual submissions, meetings, and interaction between employees, residents, and visitors allows the city to continue operations while mitigating the chance of community spread of the disease.

Assumptions

The following section will include all planning assumptions for the purpose of determining the total amount of PPE needed for first responders as well as software solutions to improve telework, virtual meetings, and improved social distancing.

General Municipal Operations

City operations are ongoing, including citizen complaints, plan submission and review, permits, code enforcement, inspections, etc. Municipal management software creates customer/citizen portals that allow for the vast majority of these operations to continue in a virtual environment reducing the foot traffic in City Hall and the chance for community spread of the disease.

First Responders

There are 11 volunteer firefighters that provide first responder services in New Fairview. Wise County has placed advanced levels of PPE for fire departments on their ambulances and Rescue 1 which are available for fire department use. Further, the County has issued an allotment of surgical masks (100), N95s (200), gowns (10), and gloves (one case).

New Fairview is dependent upon the County's EMS services, which currently has four boxes covering 923 square miles. In discussions with our volunteer firefighters, they regularly are the first on scene for motor vehicle accidents and medical emergencies in New Fairview. The volunteer firefighters currently are issued one set of bunker gear that must be worn when working a motor vehicle accident. Further, the



volunteer fire department does not have readily available access to a washer-extractor to clean their issued gear following potential or known exposures. With limited staffing, 11 volunteers, any downtime due to contamination of personal equipment results in their inability to adequately respond to additional emergency calls.

Standard PPE

New Fairview, in partnership with Wise County, is capable of handling the surgical masks, N95s, gowns, etc. Par levels of these items have been established and will be monitored to ensure adequate supply is maintained on hand to cover increased utilization during the pandemic.

Areas of Deficiency

Following an analysis by the city and fire department, gaps in equipment and PPE were identified. These purchases shall ensure the proper decontamination of equipment currently being used on most calls. Further, due to the high incidence rate under current COVID-19 conditions, we further require the need of additional PPE (Rescue Gear) to compensate for "out-of-service gear", while the primary sets of gear are being properly decontaminated and cleaned. As the cleaning process requires extensive down-time, it is imperative that replacement sets of gear can be available at all times to our first responders. It will also allow our first responders to keep their expensive structure gear readily available for structure fires only, without running the risk of contaminating this particular and very expensive gear.

Item Description	Quantity	Unit Price	Total
Medium Duty Rescue Gear (Technical Rescue Pants)	12	\$495	\$5,940
Medium Duty Rescue Gear (Technical Rescue Jacket)	12	\$515	\$6,180
Honeywell Ranger Boot (Technical Rescue Boot)	12	\$345	\$4,140
Rescue Gloves (Technical Rescue Gloves)	12	\$60	\$720
Rescue Helmets (Max-Wear Kevlar Rescue Helmet)	12	\$135	\$1,620
Milnor MWT27X5 Washer-Extractor 60-lb Capacity (Station 1 and 2)	2	\$9,995	\$19,990
Metal Support Base for anchoring	2	\$650	\$1,300
Milnor M50V Dryer	2	\$4,950	\$9,900
PPE Total			\$49,790
Municipal Management Software	1	15,000	15,000
Telework Total			\$15,000
Grand Total			\$64,790





City Council Agenda November 2, 2020

Agenda Item:	Minute Order	(Action Item)
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Agenda Description:

Consider and authorize the City Administrator to enter into a Depository Agreement with Wilmington Trust related to the Constellation Lake PID.

Background Information:

The City of New Fairview has approved the Constellation Lake PID. As part of this agreement, the city was supposed to enter into a depository agreement with Wilmington Trust but the final agreement had not been provided to the City. The City Attorney has reviewed the agreement, commented, and we are waiting on the final document for execution.

Financial Information:

N/A

City Contact and Recommendation:

Ben Nibarger, City Administrator

Staff recommends approval as submitted.

Attachments:

Agreement delivered under separate cover