



**CITY COUNCIL**

**April 5, 2021**

**7:00 P.M.**

- 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. 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.
- V. CONSENT ITEMS:** 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. Acceptance of the February and March 2021 Financial Reports.
  - B. Acceptance of the February 1, February 22, March 1, and March 15, 2021 City Council Meeting minutes.
  - C. Acceptance of the Social Media Policy.
- VI. NEW BUSINESS:** All matters listed as New Business will be discussed and considered separately.
  - A. Discuss, consider, and act on a joint ordinance and boundary agreement between the City of Fort Worth and the City of New Fairview releasing approximately 179.779 acres of property

from the ETJ of the City of Fort Worth and accepting said 179.779 acres into the ETJ of the City of New Fairview.

- B.** Conduct public hearing to accept public comments and discuss the creation of the Shoop Ranch Public Improvement District No. 1.
- C.** Conduct public hearing to accept public comments and discuss the creation of the Shoop Ranch Authorized Services Public Improvement District No. 1.
- D.** Conduct public hearing to accept public comments and discuss the proposed rezoning by the City of New Fairview, Texas of approximately 1807.64 acres of land generally located north of FM 407, South of A.A. Bombarger Road, and east and west of N. County Line Road in the city limits of New Fairview, from Agriculture (AG) to Planned Development (PD).
- E.** Discuss, consider and act on a Resolution approving the Development Agreement between Rockhill Capital & Investments, LLC, a Texas limited liability company, and the City of New Fairview regarding the development of a parcel of land being a 1807.64 acre tract of land situated in the Smith County School Land Survey, Abstract No. 744, I. Davis Survey, Abstract No. 247, J. Beebe Survey, Abstract No. 56, T. Samuel Survey, Abstract No. 757 and the J. C. Bateman Survey, Abstract No. 1154, Wise County, Texas and the T. Samuel Survey, Abstract No. 1148, JC Brumley Survey, Abstract No. 1520, and the A. Pulen Survey, Abstract No. 1057, Denton County, Texas and being all of those tracts of land described to Shoop Trust and Glenn P. Shoop, Trustee by deeds recorded in Volume 502, Page 904; Volume 530, Page 523; Volume 1520, Page 530; Volume 2295, Page 213, Official Public Records, Wise County, Texas and Document No. 2018-997; Document No. 2018-998, Official Public Records, Denton County, Texas.
- F.** Discuss, consider and act on an Ordinance amending the zoning map of the City of New Fairview by changing the zoning designation of a parcel of land being a 1807.64 acre tract of land situated in the Smith County School Land Survey, Abstract No. 744, I. Davis Survey, Abstract No. 247, J. Beebe Survey, Abstract No. 56, T. Samuel Survey, Abstract No. 757 and the J. C. Bateman Survey, Abstract No. 1154, Wise County, Texas and the T. Samuel Survey, Abstract No. 1148, JC Brumley Survey, Abstract No. 1520, and the A. Pulen Survey, Abstract No. 1057, Denton County, Texas, and being all of those tracts of land described to Shoop Trust and Glenn P. Shoop, Trustee by deeds recorded in Volume 502, Page 904; Volume 530, Page 523; Volume 1520, Page 530; Volume 2295, Page 213, Official Public Records, Wise County, Texas and Document No. 2018-997; Document No. 2018-998, Official Public Records, Denton County, Texas from Agriculture (AG) to Planned Development (PD) for Single-Family Residential, Multi-Family Residential, Townhomes, Condominiums, Schools, Parks, Open Space, Civic Uses and Commercial Uses.
- G.** Discuss, consider and act on a resolution authorizing and creating the Shoop Ranch Public Improvement District No. 1 in accordance with Chapter 372 of the Texas Local Government Code.

- H. Discuss, consider and act on a resolution authorizing and creating the Shoop Ranch Authorized Services Public Improvement District No. 1 in accordance with Chapter 372 of the Texas Local Government Code.
  - I. Discuss, consider, and act on a resolution of the City council of the City of New Fairview, Texas, authorizing the submission of a Texas Community Development Block Grant Program application to the Texas Department of Agriculture for the Community Development Fund; and authorizing the Mayor and City Administrator to act as the city's executive officers and authorized representatives in all matters pertaining to the city's participation in the Texas Community Development Block Grant Program.
  - J. Discuss, consider, and act on a resolution of the City Council of the City of New Fairview, Texas, appointing a Judge Hubbs as the City of New Fairview municipal court judge and approving the contracted services agreement.
  - K. Discuss, consider and act on Employment Agreement with Ben Nibarger.
  - L. Discuss, consider and act on an Ordinance amending the job duties and qualifications of the city administrator.
- VII. WORK SESSION:** No action will be taken during the work session; the work session provides the Council an opportunity to discuss consent items, receive and provide information regarding regular agenda items, and presentations from staff.
- VIII. EXECUTIVE SESSION:** The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:
- A. The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following: 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: Paloma Ranch
  - B. The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following: 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: Shoop Ranch

- C. The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following: 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: Sunrise LLC
- D. Section 551.071 Consultation with Attorney, authorizing a governmental body to consult with its attorney in an executive session to seek his or her advice on legal matters; it provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
- E. 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

**IX. CONSIDER/TAKE ACTION ON MATTERS DISCUSSED IN THE EXECUTIVE SESSION.**

- X. **ADJOURN:** I, the undersigned authority, do hereby certify the above notice of the meeting of the City Council of New Fairview, is a true and correct copy of the said notice that I posted on the official posting place at New Fairview City Hall, FM 407, New Fairview, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 12th day of March 2021 at 7:00 PM at least 72 hours preceding the meeting time.

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**Monica Rodriguez, City Secretary**

**SEAL:**

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



## **City Council Agenda April 5, 2021**

**Agenda Item:**

**(Consent Item)**

### **Agenda Description:**

The attached financial report shows the revenues and expenditures for February 2021.

### **Background Information:**

The Council adopted a budget in September 2020 and this report reflects the estimated revenues and expenditures as appropriated in the adopted budget. For reference, the current fiscal year is approximately forty-two percent (42%) complete.

Our current revenues of approximately \$602K represents 58.6% of our estimated revenues for the fiscal year. In large part, this is due to receipt of just under 70% of the property tax and 45% of the building permit revenues respectively.

Our current expenditures of approximately \$295K represents just under 37% of the budgeted expenditures for the fiscal year.

### **Financial Information:**

N/A

### **City Contact and Recommendation:**

Ben Nibarger, City Administrator  
Staff recommends approval as submitted.

### **Attachments:**

February 2021 Financial Report

Statement of Revenue and Expenditures

	Annual Budget Oct 2020 Sep 2021	Current Period Feb 2021 Feb 2021 Actual	Year-To-Date Oct 2020 Feb 2021 Actual	Annual Budget Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
<b>Revenue &amp; Expenditures</b>					
<b>Revenue</b>					
<b>Revenues</b>					
<b>Fines &amp; Fees</b>					
4501 Court Fines	15,000.00	0.00	2,945.88	12,054.12	19.64%
<b>Total Fines &amp; Fees</b>	<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$2,945.88</b>	<b>\$12,054.12</b>	
<b>Franchise Fees</b>					
4301 Franchise Fees	47,000.00	0.00	9,562.92	37,437.08	20.35%
<b>Total Franchise Fees</b>	<b>\$47,000.00</b>	<b>\$0.00</b>	<b>\$9,562.92</b>	<b>\$37,437.08</b>	
<b>Other Revenue</b>					
4901 Other Revenue	50,000.00	0.00	4,002.49	45,997.51	8.00%
<b>Total Other Revenue</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$4,002.49</b>	<b>\$45,997.51</b>	
<b>Permits</b>					
4401 Construction Permits	350,000.00	0.00	192,232.54	157,767.46	54.92%
4403 Contractor Registration		0.00	463.50	(463.50)	0.00%
4402 Septic Permits		0.00	4,310.00	(4,310.00)	0.00%
<b>Total Permits</b>	<b>\$350,000.00</b>	<b>\$0.00</b>	<b>\$197,006.04</b>	<b>\$152,993.96</b>	
<b>Property Tax</b>					
4101 Current Property Tax	476,743.00	0.00	330,506.70	146,236.30	69.33%
4102 Delinquent Property Tax	9,535.00	0.00		9,535.00	0.00%
4103 Penalties	1,430.00	0.00		1,430.00	0.00%
<b>Total Property Tax</b>	<b>\$487,708.00</b>	<b>\$0.00</b>	<b>\$330,506.70</b>	<b>\$157,201.30</b>	
<b>Sales Tax</b>					
4201 Sales/ Beverage Tax	130,000.00	0.00	58,581.27	71,418.73	45.06%
<b>Total Sales Tax</b>	<b>\$130,000.00</b>	<b>\$0.00</b>	<b>\$58,581.27</b>	<b>\$71,418.73</b>	
<b>Revenues Totals</b>	<b>\$1,079,708.00</b>	<b>\$0.00</b>	<b>\$602,605.30</b>	<b>\$477,102.70</b>	

Statement of Revenue and Expenditures

	Annual Budget Oct 2020 Sep 2021	Current Period Feb 2021 Feb 2021 Actual	Year-To-Date Oct 2020 Feb 2021 Actual	Annual Budget Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
Revenue	\$1,079,708.00	\$0.00	\$602,605.30	\$477,102.70	
Gross Profit	\$1,079,708.00	\$0.00	\$602,605.30		

Expenses

City Administration

Contract Labor

5109	City Engineer	5,000.00	0.00		5,000.00	0.00%
5110	City Planner	10,000.00	0.00	688.50	9,311.50	6.89%
5101	Contract Labor	3,000.00	0.00	928.30	2,071.70	30.94%
5111	Information Technology	5,000.00	0.00	5,246.94	(246.94)	104.94%
5108	Legal Expenses	50,000.00	(6,101.25)	18,313.45	31,686.55	36.63%
<b>Total Contract Labor</b>		<b>\$73,000.00</b>	<b>(\$6,101.25)</b>	<b>\$25,177.19</b>	<b>\$47,822.81</b>	

Salaries & Payroll

5011	Deferred Compensation	6,000.00	0.00		6,000.00	0.00%
5007	FICA - Payroll Taxes	7,168.00	0.00		7,168.00	0.00%
5006	Health Insurance	8,865.00	99.32	2,495.86	6,369.14	28.15%
5004	Longevity Pay	100.00	126.12	126.12	(26.12)	126.12%
5012	LTD, STD and Life	951.00	0.00		951.00	0.00%
5009	Mileage	3,600.00	0.00		3,600.00	0.00%
5001	Salaries	93,600.00	8,879.23	44,008.21	49,591.79	47.02%
5005	TMRS	10,307.00	880.90	9,936.58	370.42	96.41%
5008	Worker's Comp	300.00	0.00	125.08	174.92	41.69%
<b>Total Salaries &amp; Payroll</b>		<b>\$130,891.00</b>	<b>\$9,985.57</b>	<b>\$56,691.85</b>	<b>\$74,199.15</b>	

Services

5340	Auditor	14,000.00	0.00	15,000.00	(1,000.00)	107.14%
5390	Cleanup Days		0.00	3.79	(3.79)	0.00%
5361	Credit Card Fees		0.00	220.95	(220.95)	0.00%
5370	Election Expense	3,000.00	0.00	850.00	2,150.00	28.33%
5350	Professional Services	25,000.00	0.00		25,000.00	0.00%
5360	Prop Tax Collection Fees		0.00	5,417.03	(5,417.03)	0.00%
5306	Recording		0.00	26.00	(26.00)	0.00%
5310	Software	28,500.00	41.94	9,180.74	19,319.26	32.21%
5380	TML Insurance	5,500.00	0.00	3,828.50	1,671.50	69.61%
5322	Training/ Dues/ Memberships	5,500.00	0.00	647.00	4,853.00	11.76%
<b>Total Services</b>		<b>\$81,500.00</b>	<b>\$41.94</b>	<b>\$35,174.01</b>	<b>\$46,325.99</b>	

Supplies

5202	Equipment	1,000.00	0.00	55.11	944.89	5.51%
5299	Miscellaneous Supplies	500.00	0.00		500.00	0.00%

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2020
		Oct 2020	Feb 2021	Oct 2020	Oct 2020	Sep 2021
		Sep 2021	Actual	Actual	Sep 2021	Percent of Budget
					Variance	
5201	Office Supplies	2,500.00	51.71	1,578.13	921.87	63.13%
5207	Postage	200.00	0.00	4.80	195.20	2.40%
	<b>Total Supplies</b>	<b>\$4,200.00</b>	<b>\$51.71</b>	<b>\$1,638.04</b>	<b>\$2,561.96</b>	
<b>Utilities Expense</b>						
5501	Electric / Trash	1,400.00	0.00	617.01	782.99	44.07%
5502	Telephone	2,000.00	701.11	2,578.47	(578.47)	128.92%
	<b>Total Utilities Expense</b>	<b>\$3,400.00</b>	<b>\$701.11</b>	<b>\$3,195.48</b>	<b>\$204.52</b>	
	<b>City Administration Totals</b>	<b>\$292,991.00</b>	<b>\$4,679.08</b>	<b>\$121,876.57</b>	<b>\$171,114.43</b>	

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2020
		Oct 2020	Feb 2021	Oct 2020	Oct 2020	Percent of
		Sep 2021	Actual	Feb 2021	Sep 2021	Budget
				Actual	Variance	
<b>City Council</b>						
<b>Contract Labor</b>						
5110	City Planner		0.00	462.83	(462.83)	0.00%
5108	Legal Expenses		0.00	1,500.00	(1,500.00)	0.00%
<b>Total Contract Labor</b>			<b>\$0.00</b>	<b>\$1,962.83</b>	<b>(\$1,962.83)</b>	
<b>Services</b>						
5305	Legal Notices		0.00	310.80	(310.80)	0.00%
5325	Municipal Judge Training	500.00	0.00		500.00	0.00%
5310	Software		144.00	144.00	(144.00)	0.00%
5322	Training/ Dues/ Memberships	15,000.00	0.00	1,350.00	13,650.00	9.00%
<b>Total Services</b>		<b>\$15,500.00</b>	<b>\$144.00</b>	<b>\$1,804.80</b>	<b>\$13,695.20</b>	
<b>Supplies</b>						
5213	Council Supplies	1,500.00	0.00	1,181.02	318.98	78.73%
5299	Miscellaneous Supplies		0.00	47.39	(47.39)	0.00%
5201	Office Supplies		0.00	207.27	(207.27)	0.00%
<b>Total Supplies</b>		<b>\$1,500.00</b>	<b>\$0.00</b>	<b>\$1,435.68</b>	<b>\$64.32</b>	
<b>Utilities Expense</b>						
5502	Telephone		0.00	67.16	(67.16)	0.00%
<b>Total Utilities Expense</b>			<b>\$0.00</b>	<b>\$67.16</b>	<b>(\$67.16)</b>	
<b>City Council Totals</b>		<b>\$17,000.00</b>	<b>\$144.00</b>	<b>\$5,270.47</b>	<b>\$11,729.53</b>	

Statement of Revenue and Expenditures

	Annual Budget Oct 2020 Sep 2021	Current Period Feb 2021 Feb 2021 Actual	Year-To-Date Oct 2020 Feb 2021 Actual	Annual Budget Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
<b>City Secretary</b>					
<b>Contract Labor</b>					
5108 Legal Expenses	5,000.00	0.00		5,000.00	0.00%
<b>Total Contract Labor</b>	<b>\$5,000.00</b>	<b>\$0.00</b>		<b>\$5,000.00</b>	
<b>Other Expense</b>					
5901 Miscellaneous Expense	600.00	0.00		600.00	0.00%
<b>Total Other Expense</b>	<b>\$600.00</b>	<b>\$0.00</b>		<b>\$600.00</b>	
<b>Salaries &amp; Payroll</b>					
5007 FICA - Payroll Taxes	4,745.00	433.45	2,060.88	2,684.12	43.43%
5006 Health Insurance	8,865.00	49.66	4,687.39	4,177.61	52.88%
5004 Longevity Pay	748.00	0.00	875.89	(127.89)	117.10%
5012 LTD, STD and Life	951.00	0.00		951.00	0.00%
5009 Mileage	500.00	0.00		500.00	0.00%
5001 Salaries	61,282.00	5,666.00	26,063.60	35,218.40	42.53%
5005 TMRS	6,823.00	596.65	2,836.82	3,986.18	41.58%
5008 Worker's Comp	200.00	0.00	125.08	74.92	62.54%
<b>Total Salaries &amp; Payroll</b>	<b>\$84,114.00</b>	<b>\$6,745.76</b>	<b>\$36,649.66</b>	<b>\$47,464.34</b>	
<b>Services</b>					
5330 Ads - Marketing	1,000.00	0.00		1,000.00	0.00%
5305 Legal Notices	1,800.00	165.75	165.75	1,634.25	9.21%
5306 Recording	2,000.00	0.00		2,000.00	0.00%
5310 Software	4,000.00	0.00		4,000.00	0.00%
5322 Training/ Dues/ Memberships	4,000.00	0.00	443.90	3,556.10	11.10%
<b>Total Services</b>	<b>\$12,800.00</b>	<b>\$165.75</b>	<b>\$609.65</b>	<b>\$12,190.35</b>	
<b>Supplies</b>					
5202 Equipment	500.00	0.00	1,310.35	(810.35)	262.07%
5201 Office Supplies	2,000.00	0.00		2,000.00	0.00%
5207 Postage	400.00	0.00	13.90	386.10	3.48%
<b>Total Supplies</b>	<b>\$2,900.00</b>	<b>\$0.00</b>	<b>\$1,324.25</b>	<b>\$1,575.75</b>	
<b>Utilities Expense</b>					
5501 Electric / Trash	1,400.00	0.00	187.46	1,212.54	13.39%
5502 Telephone	2,000.00	102.24	934.34	1,065.66	46.72%
<b>Total Utilities Expense</b>	<b>\$3,400.00</b>	<b>\$102.24</b>	<b>\$1,121.80</b>	<b>\$2,278.20</b>	
<b>City Secretary Totals</b>	<b>\$108,814.00</b>	<b>\$7,013.75</b>	<b>\$39,705.36</b>	<b>\$69,108.64</b>	

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2020
		Oct 2020	Feb 2021	Oct 2020	Oct 2020	Percent of
		Sep 2021	Actual	Feb 2021	Sep 2021	Budget
				Actual	Variance	
<b>Court</b>						
<b>Contract Labor</b>						
5102	Code Enforcement		0.00	106.35	(106.35)	0.00%
5107	Contract Deputies	28,000.00	688.44	10,333.24	17,666.76	36.90%
5108	Legal Expenses	5,000.00	0.00	517.02	4,482.98	10.34%
5106	Municipal Judge	1,500.00	0.00		1,500.00	0.00%
	<b>Total Contract Labor</b>	<b>\$34,500.00</b>	<b>\$688.44</b>	<b>\$10,956.61</b>	<b>\$23,543.39</b>	
<b>Other Expense</b>						
5901	Miscellaneous Expense	7,556.00	0.00	92.70	7,463.30	1.23%
	<b>Total Other Expense</b>	<b>\$7,556.00</b>	<b>\$0.00</b>	<b>\$92.70</b>	<b>\$7,463.30</b>	
<b>Salaries &amp; Payroll</b>						
5007	FICA - Payroll Taxes	2,769.00	266.63	1,191.60	1,577.40	43.03%
5006	Health Insurance	8,865.00	0.00	5,029.26	3,835.74	56.73%
5004	Longevity Pay	100.00	0.00	159.34	(59.34)	159.34%
5012	LTD, STD and Life	951.00	0.00		951.00	0.00%
5009	Mileage	500.00	0.00		500.00	0.00%
5003	Overtime	1,000.00	241.11	599.24	400.76	59.92%
5001	Salaries	35,090.00	3,244.00	14,816.81	20,273.19	42.23%
5005	TMRS	3,981.00	366.98	1,640.11	2,340.89	41.20%
5008	Worker's Comp	150.00	0.00	125.09	24.91	83.39%
	<b>Total Salaries &amp; Payroll</b>	<b>\$53,406.00</b>	<b>\$4,118.72</b>	<b>\$23,561.45</b>	<b>\$29,844.55</b>	
<b>Services</b>						
5325	Municipal Judge Training	200.00	0.00		200.00	0.00%
5310	Software	8,433.00	1,632.00	1,931.88	6,501.12	22.91%
5322	Training/ Dues/ Memberships	1,500.00	112.00	554.10	945.90	36.94%
	<b>Total Services</b>	<b>\$10,133.00</b>	<b>\$1,744.00</b>	<b>\$2,485.98</b>	<b>\$7,647.02</b>	
<b>Supplies</b>						
5202	Equipment	1,190.00	0.00		1,190.00	0.00%
5299	Miscellaneous Supplies	500.00	0.00	4.33	495.67	0.87%
5201	Office Supplies	1,500.00	0.00	28.65	1,471.35	1.91%
5207	Postage	300.00	0.00		300.00	0.00%
	<b>Total Supplies</b>	<b>\$3,490.00</b>	<b>\$0.00</b>	<b>\$32.98</b>	<b>\$3,457.02</b>	
<b>Utilities Expense</b>						
5501	Electric / Trash	1,400.00	0.00	187.47	1,212.53	13.39%
5502	Telephone	2,000.00	102.23	508.73	1,491.27	25.44%
	<b>Total Utilities Expense</b>	<b>\$3,400.00</b>	<b>\$102.23</b>	<b>\$696.20</b>	<b>\$2,703.80</b>	
	<b>Court Totals</b>	<b>\$112,485.00</b>	<b>\$6,653.39</b>	<b>\$37,825.92</b>	<b>\$74,659.08</b>	

Statement of Revenue and Expenditures

		Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2020
		Oct 2020	Feb 2021	Oct 2020	Oct 2020	Sep 2021
		Sep 2021	Actual	Actual	Sep 2021	Percent of Budget
					Variance	
<b>Non- Departmental</b>						
<b>Contract Labor</b>						
5101	Contract Labor		240.00	640.00	(640.00)	0.00%
<b>Total Contract Labor</b>			<b>\$240.00</b>	<b>\$640.00</b>	<b>(\$640.00)</b>	
<b>Debt Service Expense</b>						
7020	Interest Payment		0.00	25.00	(25.00)	0.00%
<b>Total Debt Service Expense</b>			<b>\$0.00</b>	<b>\$25.00</b>	<b>(\$25.00)</b>	
<b>Services</b>						
5320	Equipment Rental		83.19	83.19	(83.19)	0.00%
<b>Total Services</b>			<b>\$83.19</b>	<b>\$83.19</b>	<b>(\$83.19)</b>	
<b>Non- Departmental Totals</b>			<b>\$323.19</b>	<b>\$748.19</b>	<b>(\$748.19)</b>	

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2020
		Oct 2020	Feb 2021	Oct 2020	Oct 2020	Sept 2021
		Sept 2021	Actual	Actual	Variance	Percent of Budget
<b>Public Works</b>						
<b>Capital Outlay</b>						
6020	Equipment - Capital		0.00	5,000.00	(5,000.00)	0.00%
<b>Total Capital Outlay</b>			<b>\$0.00</b>	<b>\$5,000.00</b>	<b>(\$5,000.00)</b>	
<b>Contract Labor</b>						
5104	Animal Control	2,000.00	0.00	675.00	1,325.00	33.75%
5105	Building Inspector	50,000.00	2,128.75	14,150.43	35,849.57	28.30%
5109	City Engineer	10,000.00	2,000.00	8,062.50	1,937.50	80.63%
5110	City Planner	20,000.00	0.00	3,668.20	16,331.80	18.34%
5102	Code Enforcement	25,000.00	2,100.00	7,728.00	17,272.00	30.91%
5101	Contract Labor	94,000.00	2,830.00	20,769.25	73,230.75	22.09%
5108	Legal Expenses	20,000.00	0.00		20,000.00	0.00%
5103	Septic Inspector	6,500.00	1,292.50	5,060.00	1,440.00	77.85%
<b>Total Contract Labor</b>		<b>\$227,500.00</b>	<b>\$10,351.25</b>	<b>\$60,113.38</b>	<b>\$167,386.62</b>	
<b>Other Expense</b>						
5901	Miscellaneous Expense	3,000.00	0.00	137.50	2,862.50	4.58%
<b>Total Other Expense</b>		<b>\$3,000.00</b>	<b>\$0.00</b>	<b>\$137.50</b>	<b>\$2,862.50</b>	
<b>Repair / Maintenance Expense</b>						
5401	Building Repairs	12,000.00	0.00	2,598.91	9,401.09	21.66%
5410	Road Maintenance	10,000.00	965.86	8,573.03	1,426.97	85.73%
5420	Tractor / Truck Diesel	1,500.00	0.00	1,330.74	169.26	88.72%
5430	Tractor/ Truck Repairs	2,000.00	88.27	840.29	1,159.71	42.01%
<b>Total Repair / Maintenance Expense</b>		<b>\$25,500.00</b>	<b>\$1,054.13</b>	<b>\$13,342.97</b>	<b>\$12,157.03</b>	
<b>Services</b>						
5320	Equipment Rental	2,500.00	0.00		2,500.00	0.00%
5306	Recording		30.00	30.00	(30.00)	0.00%
5322	Training/ Dues/ Memberships	1,000.00	0.00	410.00	590.00	41.00%
<b>Total Services</b>		<b>\$3,500.00</b>	<b>\$30.00</b>	<b>\$440.00</b>	<b>\$3,060.00</b>	
<b>Supplies</b>						
5202	Equipment	500.00	0.00		500.00	0.00%
5201	Office Supplies	250.00	0.00	1,285.12	(1,035.12)	514.05%
5222	Signs	1,500.00	0.00	711.34	788.66	47.42%
<b>Total Supplies</b>		<b>\$2,250.00</b>	<b>\$0.00</b>	<b>\$1,996.46</b>	<b>\$253.54</b>	
<b>Utilities Expense</b>						
5501	Electric / Trash	1,400.00	0.00	1,758.47	(358.47)	125.61%
5505	Street Lights	4,000.00	176.40	1,440.94	2,559.06	36.02%
5502	Telephone		0.00	291.31	(291.31)	0.00%

Statement of Revenue and Expenditures

	Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2020
	Oct 2020	Feb 2021	Oct 2020	Oct 2020	Sep 2021
	Sep 2021	Actual	Actual	Variance	Percent of Budget
Total Utilities Expense	\$5,400.00	\$176.40	\$3,490.72	\$1,909.28	
Public Works Totals	\$267,150.00	\$11,611.78	\$84,521.03	\$182,628.97	

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2020
		Oct 2020	Feb 2021	Oct 2020	Oct 2020	Sep 2021
		Sep 2021	Actual	Actual	Sep 2021	Percent of Budget
					Variance	
<b>Revenues</b>						
<b>Supplies</b>						
5201	Office Supplies		0.00	(82.43)	82.43	0.00%
<b>Total Supplies</b>			<b>\$0.00</b>	<b>(\$82.43)</b>	<b>\$82.43</b>	
<b>Revenues Totals</b>			<b>\$0.00</b>	<b>(\$82.43)</b>	<b>\$82.43</b>	

Statement of Revenue and Expenditures

	Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2020
	Oct 2020	Feb 2021	Oct 2020	Oct 2020	Sep 2021
	Sep 2021	Actual	Actual	Variance	Percent of Budget
<b>Unallocated</b>					
<b>Other Expense</b>					
5901 Miscellaneous Expense		0.00	450.00	(450.00)	0.00%
<b>Total Other Expense</b>		<b>\$0.00</b>	<b>\$450.00</b>	<b>(\$450.00)</b>	
<b>Unallocated Totals</b>		<b>\$0.00</b>	<b>\$450.00</b>	<b>(\$450.00)</b>	

**GENERAL FUND**

**Statement of Revenue and Expenditures**

	Annual Budget Oct 2020 Sep 2021	Current Period Feb 2021 Actual	Year-To-Date Oct 2020 Feb 2021 Actual	Annual Budget Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
Expenses	\$798,440.00	\$30,425.19	\$290,315.11	\$508,124.89	
Revenue Less Expenditures	\$281,268.00	(\$30,425.19)	\$312,290.19		

**Transfers In**

**City Administration**

**Transfer Revenue**

8100 Transfers In		0.00	300,000.00	(300,000.00)	0.00%
<b>Total Transfer Revenue</b>		<b>\$0.00</b>	<b>\$300,000.00</b>	<b>(\$300,000.00)</b>	
<b>City Administration Totals</b>		<b>\$0.00</b>	<b>\$300,000.00</b>	<b>(\$300,000.00)</b>	

Statement of Revenue and Expenditures

	Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2020
	Oct 2020	Feb 2021	Oct 2020	Oct 2020	Sep 2021
	Sep 2021	Actual	Actual	Variance	Percent of Budget
<b>Transfers In</b>		\$0.00	\$300,000.00	(\$300,000.00)	
<b>Transfers Out</b>					
<b>City Administration</b>					
<b>Transfer Expense</b>					
9100 Transfers Out		0.00	300,000.00	(300,000.00)	0.00%
<b>Total Transfer Expense</b>		<b>\$0.00</b>	<b>\$300,000.00</b>	<b>(\$300,000.00)</b>	
<b>City Administration Totals</b>		<b>\$0.00</b>	<b>\$300,000.00</b>	<b>(\$300,000.00)</b>	

Statement of Revenue and Expenditures

	Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2020
	Oct 2020	Feb 2021	Oct 2020	Oct 2020	Sep 2021
	Sep 2021	Actual	Actual	Variance	Percent of Budget
<b>Public Works</b>					
<b>Transfer Expense</b>					
9100 Transfers Out	150,000.00	0.00		150,000.00	0.00%
<b>Total Transfer Expense</b>	<b>\$150,000.00</b>	<b>\$0.00</b>		<b>\$150,000.00</b>	
<b>Public Works Totals</b>	<b>\$150,000.00</b>	<b>\$0.00</b>		<b>\$150,000.00</b>	

Statement of Revenue and Expenditures

	Annual Budget Oct 2020 Sep 2021	Current Period Feb 2021 Actual	Year-To-Date Oct 2020 Feb 2021 Actual	Annual Budget Oct 2020 Sep 2021 Variance	Oct 2020 Sep 2021 Percent of Budget
Transfers Out	\$150,000.00	\$0.00	\$300,000.00	(\$150,000.00)	
Net Change in Fund Balance	\$131,268.00	(\$30,425.19)	\$312,290.19		



## **City Council Agenda March 15, 2021**

**Agenda Item:**

**(Consent Item)**

### **Agenda Description:**

Acceptance of the February 1, February 22, March 1, and March 15, 2021 City Council Meeting minutes.

### **Background Information:**

N/A

### **Financial Information:**

N/A

### **City Contact and Recommendation:**

Ben Nibarger, City Administrator  
Staff recommends approval as submitted.

### **Attachments:**

February 1, 2021 City Council Minutes  
February 22, 2021 City Council Minutes  
March 1, 2021 City Council Minutes  
March 15, 2021 City Council Minutes



**CITY COUNCIL MINUTES**  
**February 1, 2021**  
**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 1st DAY OF FEBRUARY 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 GOVERNMENT CODE WITH THE FOLLOWING MEMBERS PRESENT:**

**CITY COUNCIL**

**Mayor Joe Max Wilson**  
**Councilman Walter Clements**  
**Councilwoman Julie Burger**  
**Councilman Steve Misner**  
**Councilman Patrick Gunter**  
**Councilman Nolan Shoonmaker**

**PRESENT**

**City Administrator Ben Nibarger**  
**City Planner Barry Hudson**  
**City Attorney Bradley Anderle**  
**Financial Advisor Nick Bulloch**  
**City Secretary Monica Rodriguez**  
**City Clerk Brooke Boller**

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

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

**ITEM NUMBER II. ROLL CALL:**

**Roll call with the above-mentioned names present.**

**ITEM NUMBER 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.**

**ITEM NUMBER IV. WORK SESSION: No action will be taken during the work session; the work session provides the Council an opportunity to discuss consent items, receive and provide information regarding regular agenda items, and presentations from staff. City Admin told the council that this session was for the council, staff and any one person that wants to address the council.**

**A. Discussion with staff and presentation regarding economic development by Glacier Commercial.**

Debra Walls with Glacier Commercial presented herself to the council and the company she works for. This company has been established for 22 years. So many corporations are moving to this area. Growth is here. They are working on industrial projects in the alliance area. They can help bring in any commercial business establishment. Councilman Schoonmaker asked How many rooftops are they needing? Councilwoman Burger asked them if they want a rooftop in place. There is a need for good jobs, with good wages. These directly impact the quality of life of our residents, visitors, and success of local businesses. The council received a Economic Development Handbook to go over.

**B. Discussion with staff and presentation of the proposed concept plan for the 1,806-acre Shoop Ranch has been requested by Rockhill Capital & Investment.**

Mayor Wilson told the council that they will need to be more involved in this development than the planning and Zoning Commission. Presentation of the proposed concept plan for the 1,806 acre Shoop Ranch has been requested by Rockhill Capital & Investment. Rockhill Capital & Investments has been in discussion with the city regarding the potential development of the 1,806 acre Schoop Ranch which is generally located at FM 407 and South County Line Road heading north for approximately two-and-one-half miles to AA Bombarge Rd and west approximately one-mile on FM 407. Rockhill Capital & Investments has expressed an interest in utilizing some form of an improvement district, such as the Public Improvement District (PID) used with Constellation Lake, or a Municipal Management District (MMD) that operates in a similar fashion but is created legislatively. The developers have already participated in the cost of the water/sewer feasibility study as well as the annual fee for the transportation consulting services. They are working the development with 300ft setbacks to gas wells. They have 37 gaswells and 35 gaspads.

**C. Discussion with staff regarding the street's improvement project**

Pacheco Koch informed the City Administrator that the survey is now behind schedule due to several of their employees being out with Covid. They estimated this would lead to a 30+ day delay in deliverables. This means that we may have a push in the start of streets construction from the March/April time frame to potentially May. They recommended that we could start to bid out the projects in pieces but that would potentially cost the city hundreds of thousands of dollars mobilization fees and reduce our ability to maximize the impact on fixing the streets. I've asked them to come up with other solutions, adding additional people working on the documents following the completion of the survey. I've asked them to update their projections on when we will be getting the documents ready for bid after they have developed solutions to mitigate this delay. Staff will update the Council and the city website regarding the timing as soon as we have better dates. They presented an outline for the different steps and process. Construction is expected to start May 2021. City Admin said that the project has got behind a few weeks because of some surveyors out with covid.

**D. Discussion with staff regarding the City of New Fairview revenues, expenditures, property tax rate, and exemptions.**

The Council has requested that the staff prepare and present an ordinance that would provide a general homestead exemption. The statute governing a municipality's ability to offer this type of exemption allows for an exemption of up to 20% of the assessed value, but no less than \$5,000.

**E. Discussion with staff regarding public safety services in New Fairview through the introduction of annual safety inspections.**

Municipalities are granted regulatory authority to ensure public health and safety. Certain Business and commercial operations in the City, due to the nature of the operation, carry them particular risks for the occurrence of dangerous incidents, including fire, explosion, 24254nuisance or other catastrophe, and for that reason present a threat to the health and safety of the City. The city is not currently enforcing safety inspections to ensure that commercial entities within the city limits are in compliance with applicable federal, state and local regulations to protect the health, safety, and welfare of the city. Program to ensure that business and commercial operations within the City are operating in compliance with these regulations. Staff will bring forward an updated fee schedule at a future meeting that establishes the fees, timelines, checklists, and documentation for implementing the annual safety inspections.

**F. Discuss with staff the workload and utilization of consultants (requested by the Mayor).**

This item was requested to be added to the agenda by the Mayor. His email outlines what he wishes to discuss regarding this issue: Make sure you use the professionals --- most of their work is paid for by developers - or from bond money to make sure the road projects are done correctly -you You may need several additional professionals in the near future to do some of the request in this letter. Ben - all the council members see how hard you and the office staff are working. We see all the different tasks piling up on you It is easy to make a list of all the different projects you, Monica, and Brooke are working on. You also provided a flow chart earlier. It takes hours just to meet with different people. Time

Management issues. During my career, many days I would have to attend meetings all day and then do the paperwork after everyone left the building. It was amazing how much work you could accomplish without people in the building after work. It was unfortunate that you had to work many twelve plus hour days. Spreading yourself too thin can lead to negative side effects. We all know what these can be. Burnout can happen quickly. Mistakes and neglect with projects begin. Then poor performance. Frustration. Stress...The City Council needs to be aware of the workload increasing in our city. When citizens come and city contractors come to the office - You, Monica, and Brooke must speak with them and help them with their issues. The citizens, contractors, businesses evaluate so much about our city with these unannounced meetings. It takes away from your work but the staff has to do it. We all have been hearing great reports with your interactions with the public -but it adds to your load and it only takes a few bad encounters or a few bad phone calls to damage the city reputation. What do they say - it takes ten good responses to make up for one bad encounter? Saying we can do it -- we can do it all --- is a hole that gets deeper and deeper. Use the professionals.... You have also brought in other companies to take care of many projects -- the professionals. Financial Information: Undetermined, if the Council

**G. Discuss with staff the city website (requested by the Mayor). It sounded like at our last meeting we needed to move forward with purchasing**

The present Website software was very limiting and difficult to use. Please present what you would like the city council to consider purchasing. A plan to do the information transferring and updating? Another part time employee to do this work that has much experience with working with websites.

**H. Discuss with staff the agenda format, links to items (requested by the Mayor)**

**.I. Discuss with staff the monthly financial report (requested by the Mayor)**

**J. Discuss with staff Items requested by a Council member for upcoming agendas: speed limits within New Fairview; changing the meeting date from Monday to an alternative day**

City Administrator said that there were several people here to discuss economic development and Rockhill Capital to go over the concept plan. Councilman Misner said that there was a legal opinion to have the message board on the webpage and it is not there yet. City Admin said that our webpage does not have the ability to have one. Other options will be looked at. City Admin told Mayor Wilson that the City Planner and City Attorney are here to discuss some items on the agenda.

**ITEM NUMBER V. CONSENT AGENDA: All matters listed as Consent Agenda are 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.**

**]Acceptance of the January 11th, 2021 City Council minutes.**

**ITEM NUMBER 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 acting on any item not listed on the posted agenda.

**ITEM NUMBER VII. NEW BUSINESS:**

**A. Discuss, consider, and act on an ordinance of the City of New Fairview, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021”; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues of the City’s solid waste disposal system; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of said certificates of obligation, including the approval and execution of a Paving Agent/Registrar Agreement and the approval and distribution of a Preliminary Official Statement and an Official Statement pertaining thereto; and providing an effective date.**

Nick Bulush is the city’s financial advisor. He discussed with the council how bonds work and the process. The city got A+ rating. Today was the last day to receive the bids for the three- million for improvements. This morning they received 4 bids. The bid came in 50 points less than Nick Bulush with Hilltop Securities is the city’s financial advisor. He discussed the bonds with the council. Today was the last day to receive bids for the city’s 3 million dollar for improvements. He congratulated the city for having an A+ rating. It's a phenomenal record for a city as New Fairview, The city is very marketable. The city is being very strategic with the new developments. Following the decorum and procedures is good. Councilman Misner said that the citizens need to know this is an obligation that if not paid they will come to the city and go toward the homeowners on their taxes. The interest rate for the whole period is 1.338% for a 20 year term. The city put \$150,000 into the budget to cover the payments. BOK is who got the bid. \$147,000 will give you that amount extra for the purchase of the bonds. The debt service payments \$143,000 that the city will pay back. They will now update the rates for the final. Councilman Misner asked how they would buy these bonds. Nick said they are taking a risk if they don't sell the bonds. They will either sell the bonds or stay on it. Each bond has a different buyer. No action today, just information. Ben said this is either we reject the bonds or sell them. Mayor Wilson asked about the sewage. What does that have to do with this? Nick said that most cities have some kind or secondary account and since the city didn't have one then they used the trash service. Councilman Misner told them that the citizens need to know that if the city doesn't come through then they can come in and raise taxes to get their money. Councilman Misner asked if this money strictly goes to one thing only. Ben said yes there is a bit of flexibility but since streets are a major issue then that's what was put on the application. Moving forward now the applications will be sent to the Attorney General's Office. They will go over the applications and make sure everything is good and if

all is good the city will receive the money around March 3days Each bond is a different person. Misner said you can fix the drainage and fix the subbase and chip seal. Ben said that chipseal does not work. If you want to go a different route would be a gravel road but what he was told to do was to asphalt the roads. Ben said from day one he was asked to asphalt roads per council. And in the city standards it is asphalt and or concrete. Mayor Wilson asked Ben if he has gone through and saw all the times that the council has discussed roads. Ben said yes the same thing has been on the agenda almost 4 to 5 times. Councilman Schoonmaker. Ben said that Branding Iron would cost about one million dollars. Ben said that 3 million dollars is not enough to fix Hilltop roads. Ben said it cost \$300,000 to get the surveys and get the construction plans. We are going to come into some litigation about the road and extend the life of the road because we will be back discussing this again .**Councilman Clemants made a motion to approve item 7A. Motion seconded by Councilwoman Burger. Councilman Misner against the motion. 4-1.**

**B. Discuss, consider, and act on a resolution approving a reimbursement agreement with Rockhill Capital & Investments regarding professional fees for the Shoop Ranch development; authorizing the City Administrator to negotiate an agreement for presentation to the Council regarding the establishment of a public improvement district (PID), a zoning ordinance to create a planned district (PD), a development agreement, as well as resolving other matters incident and related thereto.**Councilman Clements made a motion to approve a reimbursement agreement with Rockhill Capital & Investments. Motion seconded by Councilman Misner. Motion passed unanimously.

**C. Discuss, consider, and act on an ordinance of the City of New Fairview, Texas adopting a general residential homestead exemption for residential homesteads located within the city in accordance with the Texas Tax Code; establishing the amount of such exemption; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date.**

**D. Discuss, consider, and act on an ordinance of the City of New Fairview, Texas adopting an annual safety inspection program to require an annual safety inspection for operations that present a risk of dangerous incidents and establishing a fee for the inspection; providing that this ordinance shall be cumulative of all ordinances; providing a savings clause; providing a severability clause; providing for a penalty; providing a publication clause; and providing an effective date.**Councilman Clements made a motion to approve ordinance adopting an annual safety inspection for operational risk. Motion seconded by Councilman Misner. Motion passed unanimously

**E. Discuss, consider, and act on a resolution engaging William C. Spore, P.C. to provide annual auditing services for the fiscal years ending in September 30, 2021, 2022, and 2023 for a fixed rate of \$3,000 per year**

**Councilman Misner made a motion to approve resolution engaging William C Spore to do annual audits. Motion seconded by Councilman Clements. Motion passed unanimously.**

**F. Discuss, consider, and act on a resolution calling a general election for the office of Mayor and City Members Place 2 and Place 4 to be held May 1, 2021, as well as a Special Election for an unexpired term for City Council Member Place 5 to be held May 1, 2021; authorizing execution of a joint election agreement with the Wise County Elections Administration and Denton County Administration to conduct the election; and provide procedures to conduct the election as well as resolving other matters incident and related thereto**

**Mayor Pro Tem Gunter made a motion to approve a resolution calling a general election and special election for May 1, 2021. Motion seconded by councilman Clements. Motion passed unanimously.**

**ITEM NUMBER VIII. ADJOURN: Mayor Wilson Adjourned the meeting at 10:30p.m.**

**APPROVED:**

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

\_\_\_\_\_  
**Mayor Pro Tem Patrick Gunter**

\_\_\_\_\_  
**Councilman Steve Misner**

\_\_\_\_\_  
**Councilman Walter Clements**

\_\_\_\_\_  
**Councilwoman Julie Burger**

\_\_\_\_\_  
**Councilman Nolan Schoonmaker**

**ATTEST:**

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

**CITY COUNCIL  
FEBRUARY 22, 2021  
MINUTES**

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

**THE CITY COUNCIL CONVENED INTO A CITY COUNCIL MEETING THE SAME BEING OPEN TO THE PUBLIC, THE 22nd DAY OF FEBRUARY 2021 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 GOVERNMENT CODE WITH THE FOLLOWING MEMBERS PRESENT:**

**CITY COUNCIL  
Mayor Joe Max Wilson  
Councilman Walter Clements  
Councilwoman Julie Burger  
Councilman Steve Misner  
Councilman Nolan Schoonmaker  
Councilman Patrick Gunter**

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

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

Mayor Wilson called the meeting to order at 7:00pm

**ITEM NUMBER II. ROLL CALL:**

Roll call with the above-mentioned names present.

**ITEM NUMBER 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.

**ITEM NUMBER IV. 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.

**ITEM NUMBER V. WORK SESSION:** No action will be taken during the work session; the work session provides the Council an opportunity to discuss consent items, receive and provide information regarding regular agenda items, and presentations from staff.

**A. Discussion with Schaumburg & Polk, Inc., and staff regarding the Water & Wastewater Infrastructure report.**

The City Administrator said that back when he was hired 6 months ago he was told by city council about the importance of infrastructure and water. Schaumburg & Polk, Inc (SPI) was selected to conduct the feasibility study, which included investigating all available options and costs to bring public water (surface water) and wastewater service to New Fairview. The city has partnered with two local developers, Bloomfield Homes (Constellation Lake) and Rockhill Investment & Capital (Shoop Ranch) to fund the feasibility study. The draft report was delivered to the city last week for comments. The city shared the draft SPI report as well as the City of Rhome Water Study for their review and scheduled a roundtable discussion on February 11th, roundtable with Constellation Lake, Shoop Ranch, Paloma Ranch Estates (formerly Dove Hollow), Fairview Meadows was unable to attend but staff is keeping them informed. SPI presented their findings for the group and the overall comments were positive with the group consensus being in a unique position. Multiple stakeholders currently working on similar projects. Reduces the overall cost to anyone party  
Create redundancy in the system \$2.79/1000 Gallons \*No Baseline Water  
Cost Given by City \$74,517,795 Water Plant \$2.26/1000 gallons  
\$63,947,895 Infrastructure Cost \$2.79/1000 Gallons \*No Baseline Water  
Cost Given by City \$74,517,795 Water Plants \$2.26/1000 gallons

**B. Discussion with Pacheco Koch and staff regarding transportation impact fees.**

**The City Administrator introduced Chris Cha and Riley who are the engineers that work with the city. He talked with them about how to fund the transportation**

**Capital Improvement Plan & Impact Fee Study**

Create Capital Improvement Plan (CIP) for roadways and prioritize construction sequencing of major road projects Analyze potential deficiencies in existing roadway Give a general outline of expected impact fees with each planned development; Engineer to attend public hearings to present recommendations on adoption of impact fees Impact fees will require development to set aside an initial amount needed for improvements up front to be used for roadway projects that serve new development Impact fees cannot pay for maintenance or improvement for existing roadway facilities (not including expansion for development) Impact fees have to be held within their own fund and expended on roadway improvements identified in CIP

**Thoroughfare Plan & Ordinance Update**

Roadway improvement requirements set on case by case basis depending on future development volumes Targeted to roadway corridors along future developments, where the majority of demand and usage, will be from said development Ordinance update will require developer to improve portions of roadway, along their development, with construction of their site or can establish a fund to pay in lieu of so roadway facility can be expanded later on, particularly if multiple developments are coming in along the same corridor

**C. Discussion with staff and presentation of the proposed concept plan for the 1,806 acre Shoop Ranch has been requested by Rockhill Capital & Investment.**

Shoop Ranch Concept Plan

- 1,806 acre property that is located within the city limits

·  
Rockhill Capital &

Investments is looking at developing a master planned community; they have other large developments throughout the area

.

They have helped to

fund the water/sewer feasibility study and the transportation consultant

· Rockhill Investment & Capital has agreed in principle, staff is still negotiating the final terms to present to the Council:

.

Financial

participation in off site streets improvements

.

Financial

participation in capital investments for public safety

.

Financial participation

in funding a Public Works Director

#### **D. Discussion with staff regarding a citizen survey.**

· How do we strategically plan our resources without good data?

.

How do we best engage

with our residents / citizens?

.

How do we align our

resources and programs with what the residents / citizens need / want?

.

How often should the

city engage in this type of activity?

.

What types of

questions, canned or custom, do we want?

·  
How do we wish to use  
the findings of the survey?

·  
What does the Council  
do if the survey findings are in conflict with long-term sustainability of the  
city? For example, “don’t fix the roads”, or “don’t bring surface water”, etc.

- **ETC Institute \$9,000**
- **Polco / NRC \$ 12,965 year 1; \$8,300 annually**

**E. Discussion with staff regarding the Council-Manager form of government.**

· Petition requesting the Mayor to call a special election to determine whether the city shall adopt the city manager form of government

·  
from qualified voters  
of the city equal to 20% of number that voted in the last election for Mayor.

·  
Proclamation from the  
Mayor ordering a special election

·  
Within 10 days after  
the date a petition is filed.

·  
Must be posted in at least 5 conspicuous places in the Election must be held on the first authorized uniform election date prescribed by the Election Code after the date the petition is submitted.

.  
Ballots must allow

voting for or against this proposition:

.  
The governing body of  
the municipality of New Fairview appointing a city manager and setting by ordinance  
the salary of the manager.

.  
If the proposition  
passes, the city must operate under the city manager form of government.

. city for at least 10 days prior to the election.

. Must be appointed within 60 days of election day.

.  
Salary is set by  
ordinance (typically budget).

.  
City Manager is  
appointed by and serves at the will of the governing body.

.  
City Manager appointed  
based upon the person's administrative ability.

.  
City Manager not  
required to meet residency requirements  
. Administer the municipal business

.  
Governing body shall  
ensure the administration is efficient

.  
Governing body may  
delegate any additional powers or duties the governing body considers proper  
for the efficient administration of municipal affairs.

.  
Must execute a bond in  
the amount set by ordinance and conditioned upon the City Manager faithfully  
performing the duties of manager.

. Enforce all city ordinances, rules and regulations

.

Supervise all  
employees and programs

.

Prepare and execute  
the city's budget as adopted by city council

.

Manage city funds and  
prepare periodic reports on financial condition

.

Provide council  
information to facilitate its ability to make informed decisions for the city

.

Prepare council  
meeting agendas and attend meetings

.

Draw the council's  
attention to community needs and recommend alternatives for council to respond  
to those needs

· City Council serves as legislative body

.

Sets policy, approves  
the budget and sets the tax rate.

.

Determines the size of  
the payroll and the extent and cost of municipal services.

.

Mayor and Council have  
no administrative duties

.

City Manager has all  
administrative duties for the city

.

Directs the workforce  
and programs of the city in accordance with ordinances, rules, and regulations

adopted by the council.

Hires, fires,

disciplines the department heads under his control.

**F. Discussion with staff regarding amending the language of the City Council Procedures and Decorum Policy: including, how items are added to the agenda, the order of business on the agenda, council communication, and other sections that may arise through discussion.**

· Council members asked to add this to the agenda to discuss changes to the policy document regarding:

·  
Discuss amending

Section 1-110 - City Council Agenda

·  
how items are added to

the agenda

·  
Discuss amending

Section 1-120 - Types of Meetings

·  
the day of the week

meetings are held

·  
Discuss amending

Section 1-140 - Order of Business

·  
Order of items on the

agenda

·  
Public Forum

·  
Worksession

·  
Consent

.  
Regular Meeting / New

Business

.  
Executive Session

.  
Council members asked to add this to the agenda to discuss changes to the policy document regarding:

.  
Discuss amending

Section 1-160 - Decorum

.  
review the language

regarding professionalism of the elected officials

.  
Discuss amending

Section 1-170 - Staff Relations

.  
elected official's

interaction with staff and residents

.  
Discuss amending

Section 1-220 - Policy Enforcement

.  
review what

consequences are available for offenses

.  
Discuss adding a

reports section

**G. Discussion with staff regarding the creation of a Municipal Development but again and what business that we have for now I will say that we are in the process of doing fiction of our zoning ordinance this record is 70 update and that's something that we will be working with the**

**council meeting on the books and the council will be working on getting updated District**

· **The Type A sales tax** is primarily intended for manufacturing and industrial development. EDCs may use Type A revenue to fund land, buildings, equipment, facilities expenditures, targeted infrastructure and improvements for projects

· **The Type B sales tax** may be used for any project eligible under Type A rules and several other project types, including quality of life improvements. Type B corporations may pay for land, buildings, equipment, facilities, targeted infrastructure and improvements

· **Municipal**

**Development Districts (MDD)** may be created by a city comprising all or part of its city limits, *all or part of its*

*ETJ*, or any combination of

all or part of these areas. The sales tax rate adopted must be one-eighth, one-fourth, three-eighths, or one-half of one percent.

**H. Discussion with staff regarding the annual calendar for Council meetings in 2021.**

**I. Discussion with staff regarding ongoing projects.**

**his may be a good report section; Council can pull it for discussion if they wish or they can just review the report and not take up Council time.**

**Streets - we have 37 culverts in the Chisholm Hills neighborhood that need to be upsized, lowered, or raised to resolve drainage; staff will start working to contact residents and let them know what the next steps will be; if we are going to have to work on or replace, ect., we may just fix all the damaged culverts without charging the residents**

**Bonds - the bond attorney has prepared and submitted the packet to the AG; we should see proceeds by the first week of March**

**Ordinance Codification - we've returned comments on the first draft; will continue working to update the document for Council presentation**

**Electronic Records - we are continuing to make progress on this, but it will take most of the year to complete this project.**

**Development Activity:**

**Paloma Ranch - dirt work has started; developers believe first permits will be pulled in April; Fort Worth has agreed to the release of the ETJ for the final phases of the project and will be placed on Fort Worth agenda in March**

**Fairview Meadows - completing seven-to-eight homes per month; just submitted the construction plans for Phase III and should begin work this week**

**Municipal Management Software - staff is finalizing the GIS feed necessary to implement the software; staff are working on the checklists to implement in the software**

**Annual Safety Inspections - staff is going to postpone the fee schedule until the second meeting in March to provide adequate time for review and recommendation**

**Ready-mix Concrete Plant - staff prepared and delivered a 380 agreement and has received comments back; staff is working on a response and will keep the Council informed as we move forward**

**EMS in New Fairview - staff has discussed the option with the EMS Director for Wise County; they are interested and will be touring the facility and sitting down for further discussion; dependent upon staffing approval in upcoming County budget**

**Election Application closed on February 12th, 2021 and the applicants are:**

**Mayor (closed Feb 12th): Harvey Burger, Lisa Reid, Nolan Schoonmaker, and Joe Max Wilson (asked to withdraw)**

**Place 2 (closed Feb 12th): Patrick Gunter**

**Place 4 (closed Feb 12th): Walter Clements and Cynthia Poe**

**Place 5 (open Mar 3rd): John Taylor**

**City Admin Items**

**Vision, Mission, and Values - Select dates and get back to City Admin**

**Dark sky initiative**

**Social Media Policy**

**Household Hazardous Waste Program**

**Public Improvement District (PID) Policy**

**Strategic Partnership Agreement - Fairview Meadows**

**Council Requested Items:**

**Speed limits in New Fairview (March 1st)**

**Disaster response**

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

**A. The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following: Section 551.074 - Personnel Mares; (a) This chapter does not require a governmental body to conduct an open meeting: (1) to deliberate the appointment, employment, evaluation, reassignment, dues, 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**

**B. The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following: Section 551.071 Consultation with Attorney, authorizing a governmental body to consult with its attorney in an executive session to seek his or her advice on legal matters; it provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) when the governmental body seeks the advice of its attorney about: (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney**

**to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.**

**ITEM NUMBER VII. ADJOURN:** Mayor Joe Wilson made a motion to adjourn at 10:45pm

**APPROVED:**

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**Mayor Pro Tem Patrick**

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**Councilman Steve Misner**

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**Councilman Walter Collins**

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**Councilwoman Julie Burger**

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**Councilman Nolan Shoonmaker**

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**ATTEST:**

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**City Secretary Monica Rodriguez**



**CITY COUNCIL MINUTES**

**March 1, 2021**

**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 1ST DAY OF MARCH 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 GOVERNMENT CODE WITH THE FOLLOWING MEMBERS PRESENT:**

**CITY COUNCIL**

**MAYOR PRO TEM PATRICK GUNTER  
COUNCILMAN WALTER CLEMENTS  
COUNCILWOMAN JULIE BURGER  
COUNCILMAN STEVE MISNER**

**ABSENT**

**MAYOR JOE MAX WILSON**

**PRESENT**

**CITY ADMINISTRATOR BEN NIBARGER  
CITY SECRETARY MONICA RODRIGUEZ  
CITY CLERK BROOKE BOLLER  
CITY ATTORNEY BRADLEY ANDERLE**

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

Mayor Pro Tem Gunter called the meeting to order at 7:00p.m.

**ITEM NUMBER II. ROLL CALL:**

Roll call with the above-mentioned names present

**ITEM NUMBER III. PLEDGE TO FLAGS**

United States of America Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible

**ITEM NUMBER IV. 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.**

Julie Ivy lives on Pioneer Rd. Been there 5yrs and the road is horrible. She is requesting that the city improve Pioneer Rd.

City Administrator Nibarger told her that gravel has been ordered. We are looking for alternatives to get some equipment out here. The engineering and design nis almost done on Pioneer Rd. Fairview Meadows will be discussed on the agenda soon. It will be an agenda item in the future.The engineering is almost done on that part. So we will talk to the developer on Pioneer Road and see if they are interstate in being a part of this project.

**ITEM NUMBER V. CONSENT ITEMS: 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. Acceptance of the January 2021 Financial Report**

**Councilman Clements made a motion to accept the January 2021 financial report as presented. Motion seconded by councilman Misner. Motion passed unanimously.**

**B. Acceptance of the February 1, 2021 City Council Meeting minutes.**

**Due to technical difficulties minute meetings were not completed.**

**C. Acceptance of the amendments made to the New Fairview City Council Procedures and Decorum Policy.**

Sec. 1-110 - City Council Agendas (e)

Agenda items placed on the agenda by the Mayor or members of the City Council previously considered and whereby action was taken by the City Council may not be placed on a future agenda for reconsideration within six months of such action unless either: (1) directed by a majority of the City Council to the City Administrator during any scheduled regular or special meeting or work session; or (2) directed by the Mayor and one Council Member in writing to the City Administrator. In all cases, at least one member of the City Council who is requesting that the item be renewed on an agenda shall have been on the prevailing side of the previous vote on the item.

**Further, items placed on the agenda by the Mayor or members of the City Council for discussion**

and/or action whereby no action was taken by the City Council may not be placed on a future agenda for discussion within six months, unless either: (1) requested in writing by three members of the Council; or (2) three Council members direct staff to add the item to an upcoming agenda during a Council meeting.

Sec. 1-140 - Order of Business

- (a) Regular Meeting Agenda (Public Forum moved to first item of business)
- (b) Worksession (if necessary)
- (c) Executive Session

**Councilwoman Burger made a motion to approve the amendments made to the New Fairview City Council Procedures and Decorum Policy. Motion seconded by Councilman Clements. Motion passed unanimously.**

**ITEM NUMBER VI. NEW BUSINESS:**

**A. Discuss, consider and act to adopt an ordinance of the City of New Fairview, Texas reinstating the Planning and Zoning Commission; providing a cumulative clause; providing a savings clause, and providing an effective date.**

City Administrator Nibarger said that back in the January Meeting the Council approved to reinstate the Planning and Zoning Commission but since he failed to do the required notifications it was put back on this agenda for action. The required 2 week notices were sent out as required prior to action being taken. **Councilman Clements made a motion to adopt an ordinance that reinstates the previously repealed ordinance establishing the Planning and Zoning Commission; the effective date will be June 2021 to provide staff time to work with and provide training for the commissioners. Motion seconded by Councilman Misner. Motion passed unanimously.**

**ORDINANCE NO. 202103-29-120**

**AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS,  
REINSTATING THE PLANNING AND ZONING COMMISSION;  
PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SAVINGS  
CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

This Ordinance shall take effect from and after **JUNE 1<sup>st</sup>, 2021** in accordance with law, and it is so ordained.

**PASSED AND APPROVED THIS THE 1<sup>st</sup> DAY OF March, 2021.**

**B. Discuss, consider, and act on a resolution appointing five commissioners and two**

**alternate commissioners to the Planning and Zoning Commission**

Applications were accepted and presented to the Council Council back in the January meeting. Councilman Clements made a motion to approve resolution appointing five commissions and two alternates to the commission. Motion seconded by Julie Burger. Motion passed unanimously.

**Resolution No. R202103-13-155**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX APPOINTING FIVE COMMISSIONERS AND TWO ALTERNATE COMMISSIONERS TO THE PLANNING AND ZONING COMMISSION.**

<b>Commissioners</b>	<b>Alternates</b>
John Taylor	David Randolph
Marissa Randolph	Rebecca McPherson
Harvey Burger	
Don Duval	
Alisa Scheps	

**C. Discuss, consider, and act on a resolution authorizing the City Administrator to expend funds not to exceed \$10,000 to conduct activities, enter into agreements, and resolve other matters incident and related to the creation of a Municipal Development District (MDD).** In the previous meeting the City Administrator Nibarger talked to the council about the different taxes and the necessary steps to take. It would allow the city to collect taxes on our ETJ. Currently the city has 12 local businesses. two to three of the businesses in the ETJ would supersede the amount of the total taxes we get now. In order to get this started we consult with Laura. We will do our best to put this in the November election. This will cost between \$5,000 to \$10,000. The grant money will pay for all the consultants and attorney. Councilwoman Burger made a motion to approve for services. Motion seconded by Councilman Clements. Motion passed unanimously.

**Resolution No. R202103-14-156**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AGREEMENTS AND EXPEND NO MORE THAN \$10,000 TO ESTABLISH A MUNICIPAL DEVELOPMENT DISTRICT (MDD).**

**D. Discuss, consider, and act on a resolution approving the recommendation of the Selection Review Committee to award Freeman-Millican Inc for engineering services for the City's 2021-2022 Texas Department of Agriculture, Texas Community Development Block Grant (TxCDBG) to provide application assistance and project implementation, if awarded.** Currently the city has 60 completed surveys out of the 300 surveys we need to reach the 80%

threshold established by the Department of Housing and Urban Development (HUD) to get the money to fix the roads. City Clerk Boller has been calling residents sending emails and posted on the website. Josh is helping out as well.

**Resolution No. R202103-15-157**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, SELECTING AN ENGINEER IN CONJUNCTION WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE, TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT.**

**E. Discuss, consider and act on a resolution authorizing the City Administrator to enter into an agreement with Pacheco Koch for the transportation impact fee study and resolving other matters incident and related thereto .**

Pacheco Koch presented two options that the city could utilize to incorporate the cost of improving transportation to the developments that are going to be primary drivers of the need for additional capacity and wear and tear.

**Capital Improvement Plan & Impact Fee Study** - this allows the city to update the capital plan for transportation improvements, determine costs and assess a proportional fee to those developing within a defined geographic area. This takes approximately three-to-four months to complete and will cost approximately \$15,000.

**Thoroughfare Plan & Ordinance Update** - this allows the city to collect 50% of the cost of improvements for roads that front the property being developed. It does not allow for the overall impact of the development to be incorporated into the fee collected but it takes a few weeks to implement and would cost approximately \$5,000.

Council asked that staff bring forward a resolution to take action and begin the first option, the Capital Improvement Plan & Impact Fee Study. Impact fees are up-front fees charged to developers for the burden their new development will place on City infrastructure. These assessments generate revenue for funding or recouping the costs of capital improvements or facility expansions required by and attributed to the new development.

Chapter 395 of the Local Government Code allows cities to impose these fees and there are specific guidelines that must be followed when working with developers and administering impact fees.

Impact fees may also be imposed in the ETJ with some exceptions outlined in Chapter 395. Not to exceed \$15,000.

**Councilman Clements made a motion to approve Resolution authorizing the City Administrator to enter into an agreement with Pacheco Koch to conduct a Transportation Impact Fee Study. Motion seconded by Councilman Schoonmaker. Motion passed unanimously.**

**Resolution No. R202103-16-158**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW,  
AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT  
WITH PACHECO KOCH TO CONDUCT A TRANSPORTATION IMPACT FEE  
STUDY.**

**ITEM NUMBER VII. WORK SESSION: No action will be taken during the work session; the work session provides the Council an opportunity to discuss consent items, receive and provide information regarding regular agenda items, and presentations from staff.**

**A. Discussion with staff regarding a citizen survey**

ETC Institute cost \$9,000 every other year. Its flexible questionnaire with customizable questions. The importance- satisfaction matrix helps focus resources on areas where the residents see the most value. Polcocost \$12,965 year 1 \$8,300 annually. Slightly more expensive but allows for smaller custom electronic surveys throughout the year; although we can do that with Google Forms

**B. Discussion with staff regarding disaster response and continuity of operations**

The City was impacted significantly by the recent severe weather event, including inability to leave their homes, due to snow/ice on the roads, loss of power, loss of water, etc. Staff and Council members received feedback from residents asking what the City could do to improve our response in the future

**C. Discuss with staff options regarding a printed and mailed quarterly newsletter**

Staff has received comments from residents that do not have access to internet, smart phones, or other means to receive the updates that the City is currently producing. They have asked that the City Council consider mailing a newsletter to the residents. This would also allow for the City to deliver the call-in information for upcoming meetings allowing individuals the ability to access the meetings through the call-in feature versus the video link and potentially open the meetings availability to more residents that are currently unable to attend in-person or lack the information to connect virtually. Estimate \$2,500 annually to send a four-page newsletter quarterly

**ITEM NUMBER VIII. 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, valuation,reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear 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 : Mayor and Place 3 Council Member**

**B. 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**

**ADJOURN: Mayor Pro Tem Gunter adjourned the meeting at 11:30PM**

**APPROVED:**

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

\_\_\_\_\_  
**Mayor Pro Tem Patrick Gunter**

\_\_\_\_\_  
**Councilman Steve Misner**

\_\_\_\_\_  
**Councilman Walter Clements**

\_\_\_\_\_  
**Councilwoman Julie Burger**

\_\_\_\_\_  
**Councilman Nolan Shoonmaker**

**ATTEST:**

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



**CITY COUNCIL MINUTES**

**March 15, 2021**

**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 15 TH DAY OF MARCH 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 GOVERNMENT CODE WITH THE FOLLOWING MEMBERS PRESENT:**

**CITY COUNCIL**

**Mayor Joe Max Wilson**

**Place 4 Councilman Walter Clements**

**Place 1 Councilwoman Julie Burger**

**Place 3 Councilman Steve Misner**

**Place 5 Councilman [Nolan Schoonmaker](#)**

**PRESENT**

**City Administrator Ben Nibarger**

**City Secretary Monica Rodriguez-virtual**

**ABSENT**

**Place Mayor Pro Tem Patrick Gunter**

**City Clerk [Brooke Boller](#)**

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

**Mayor Joe Max Wilson called the meeting to order at 7:00 PM**

**ITEM NUMBER II. ROLL CALL: Roll call with the above-mentioned names present**

### **ITEM NUMBER 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**

**ITEM NUMBER IV. 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.**

Mayor Wilson said he only has 1 or 2 meetings left before the election. Mayor Wilson said that in the 14 years on council and 20 years living here he was able to see a lot of changes.

Ocie Vest from Rockhill Investments & Capital presented a proposed master planned community on the Shoop Ranch with approximately 4,000 homes on 1,807 acres located at County Line Road and Farm Road 407. This new development will have 1,200 acres of parkland including 14 miles of trails. Rockhill has executed the agreement and presented the city with a \$50,000 deposit for expenditures including professional fees upon approval of this agreement. City Administrator Nibarger asked the council for authorization to enter into negotiations regarding the Shoop Ranch development, including: a planned district zoning ordinance (PD), a public improvement district (PID), and a development agreement that will be presented to the Council in future meetings for input and possible action.

**ITEM NUMBER V. CONSENT ITEMS: 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. Acceptance of the February 2021 Financial Report.**

The City Administrator told the council that he would give them the financial report at the next meeting because there were some corrections that had to be made. Monica still has some adjustments to make before it is brought to council. Mayor Wilson asked the City Administrator if this was a group type project. The City Administrator said yes. Brooke inputs all accounts payable into the system, Monica runs the reports and generates the checks which are then printed and matched to what is in the system. Then he goes through all the invoices and receipts and verifies the amounts and makes sure that all entries are coded to the right location. Mayor Wilson said to Ben then this is a group project! Ben said yes it was done intentionally to have everyone involved in every part of the process.

**B. Acceptance of the February 1, 22, and March 1, 2021 City Council Meeting minutes.**

The City Administrator said that the City Secretary had some technical issues with the minutes from February 1 and 22 so therefore those two minutes will be removed and put back on at our next meeting. Mayor Wilson asked City Administrator if we now had a good recording system that would record and copy the meetings. He said we don't have to have a recording of each meeting. Ben said that we don't need to have transcripts of meetings. We are looking for motions and any changes if made.

- City Council went into Executive Session at 7:13 P.M
- Back from Executive Session

**ITEM NUMBER VI. NEW BUSINESS:**

**A. Discuss, consider, and act on a resolution of the City Council of the City of New Fairview, Texas, accepting a petition to create the Shoop Ranch Public Improvement District No. 1; calling for a public hearing to consider the feasibility and advisability of establishing the district; authorizing and directing the publication and mailing of notices of the public hearing; and providing an effective date.**

**Councilman Clements made a motion to approve the Resolution accepting a petition to create the Shoop Ranch Public Improvement District No. 1; Calling for a public hearing to consider the feasibility and advisability of establishing the district; authorizing and directing the publication and mailing of notices of the public hearing; and providing an effective date.**

Rockhill Investment team is finalizing the potential deal points for establishing a PID for the Shoop Ranch project. There will actually be two PIDs requested, the first for the infrastructure (capital improvements) and the second for operations and maintenance (authorized services). The developer has filed the petitions with the City to consider the creation of these PIDs and resolutions to hold the required public hearings on April 5, 2021 during the regularly scheduled City Council meeting. Rockhill Investment team is working on a development agreement that will be presented to the Council on April 5th for consideration prior to the creation of the PID. The development agreement will outline the terms and conditions of the development and obligations of the City and Rockhill.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS, ACCEPTING A PETITION TO CREATE THE SHOOP RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1; CALLING FOR A PUBLIC HEARING TO CONSIDER THE FEASIBILITY AND ADVISABILITY OF ESTABLISHING THE DISTRICT; AUTHORIZING AND DIRECTING THE PUBLICATION AND MAILING OF NOTICES OF THE PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.**

**B. Discuss, consider, and act on a resolution of the City Council of the City of New Fairview, Texas, accepting a petition to create the Shoop Ranch Authorized Services Public Improvement District No. 1; calling for a public hearing to consider the feasibility and advisability of establishing the district; authorizing and directing the publication and mailing of notices of the public hearing; and providing an effective date.**

**Councilman Misner made a motion to approve resolution accepting a petition to create the Shoop Ranch Authorized Services Public Improvement District No. 1; calling for a public hearing to consider the feasibility and advisability of establishing the district; authorizing and directing the publication and mailing of notices of the public hearing; and providing an effective date. Motion seconded by Councilman Clements. Motion passed unanimously.**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS, ACCEPTING A PETITION TO CREATE THE SHOOP RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1; CALLING FOR A PUBLIC HEARING TO CONSIDER THE FEASIBILITY AND ADVISABILITY OF ESTABLISHING THE DISTRICT; AUTHORIZING AND DIRECTING THE PUBLICATION AND MAILING OF NOTICES OF THE PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.**

**C. Discuss, consider, and act on a resolution of the City Council of the City of New Fairview, Texas, authorizing the City Administrator to enter into an agreement with SPI, Inc. to complete an application for the City of New Fairview to establish a Certificate of Convenience and Need (CCN) for a water and wastewater system and resolving other matters incident and related thereto. Councilman Misner made a motion to approve Resolution authorizing the City Administrator to enter into an agreement with SPI, Inc. to complete an application for the City of New Fairview to establish a Certificate of Convenience and Need (CCN) for a water and wastewater system and resolving other matters incident and related thereto. Motion seconded by Councilwoman Burger. Motion passed unanimously.** In September, 2020 the City Council approved a feasibility study to bring public water and wastewater service to New Fairview. City partnered with two local developers, Bloomfield Homes (Constellation Lakes) delivered to staff last week for comments. Schaumburg & Polk, Inc (SPI) was selected to conduct the feasibility study, which included investigating all available options and cost estimates for establishing a public water and wastewater system in New Fairview. Further, they were asked to review the possibility of a regional solution for the southwest corner of Wise County and southeast corner of Denton County. The cost of extending the water lines as well as implementing a wastewater system. This is due to the fact that FM 407 has significant development east of New Fairview to Justin. Further, New Fairview currently has two large development projects that require both water and wastewater services, as well as the City of Rhome needing to establish a new source of water for their existing system. The confluence of these events is not likely to occur again in the future and creates this unique opportunity. Bloomfield and Rockhill development teams have agreed to fund the cost of the CCN application. Staff is working to update the reimbursement agreements to include a \$20,000 additional contribution towards the legal and consulting fees for the CCN application.

**RESOLUTION NO. 202103-19-161**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SCHAUMBERG & POLK, INC. TO COMPLETE AND SUBMIT AN APPLICATION FOR A CERTIFICATE OF CONVENIENCE AND NEED (CCN); AUTHORIZING THE CITY ADMINISTRATOR TO AMEND THE REIMBURSEMENT AGREEMENTS WITH THE BLOOMFIELD AND SHOOP RANCH DEVELOPMENTS TO INCLUDE \$20,000 CONTRIBUTIONS TOWARDS THE COMPLETION OF THE CCN APPLICATION; AUTHORIZING THE CITY ADMINISTRATOR TO EXPEND FUNDS TO COMPLETE THE APPLICATION NOT TO EXCEED \$40,000.**

**D. Discuss, consider, and act on a resolution authorizing the City Administrator to enter into an agreement with ETC, Inc. to conduct a citizen survey.**

**Councilman Misner made a motion to approve Resolution authorizing the City Administrator to enter into an agreement with ETC, Inc. to conduct a citizen survey. Motion seconded by Councilman Schoonmaker. Motion passed unanimously.**

Following the March 1, 2021 Council meeting, staff continued discussions with the ETC Institute to complete a citizen survey. Staff was able to adjust the services and negotiate a new price of \$7,500 to complete the citizen survey. This citizen survey can assess our residents' satisfaction with existing services, identify areas where they wish to see improvement, and ensure that we are including input from a representative sample of the whole community.

**RESOLUTION NO. 202103-20-162**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ETC INSTITUTE, INC. TO COMPLETE A CITIZEN SURVEY.**

**ITEM NUMBER VII. WORK SESSION: No action will be taken during the work session; the work session provides the Council an opportunity to discuss consent items, receive and provide information regarding regular agenda items, and presentations from staff.**

**A. Discuss with staff a Social Media Policy**

Social Media has become a very important and useful tool in the collection and distribution of information for the City. Over the last few months, the City has seen an almost 400% increase in people visiting the City's Facebook page, as well as 3,000-to-4,000% increase in engagement of those individuals that are accessing the Facebook page. During the same time period, the City has also seen an increase in utilization of the City website, but less than a 100% increase in visitations and engagement. The city might need to two different policies, one that would be focused on staff utilization and guidelines and a seperate policy that would amend the Council Procedures

The City Administrator said this is something that was brought up by the council. This policy is for staff and council. Council will look through the policy and will come back at the next meeting for discussion and possible action

**B. Discuss with staff options regarding dark sky initiatives.**

This is something that has been put off since August. You can see the stars. This has been discussed before and as we have developments coming in we will be ready for this topic if the council seems willing to do so.

**C. Discuss with staff opens a public debate for the May 2021 election.** [Nolan Schoonmaker](#) suggested that we have a time at the next meeting for the election candidates to introduce themselves. Councilman Clements suggested that we don't have the meet and greet for the candidates the same day as the meeting. The Mayor requested that the Council discuss holding a debate for the candidates for the upcoming May election. Staff has been working with the Council Members and candidates to complete profiles that will be added to the website within the next couple of weeks. Most of them are finalized and will share them with the individuals prior to publication.

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

- **Councilman Misner left the meeting**

**A. The Council will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following: Second 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: Shoop Ranch**

**B. 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, dues, 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: Mayor Joe Max Wilson and Place 3 Steve Misner Wilson said that during the 14 years he wanted he wanted the attorney present and always made sure we had our professional**

**ITEM NUMBER IX. CONSIDER/TAKE ACTION ON MATTERS DISCUSSED IN THE EXECUTIVE SESSION.**

**Councilman Clements made a motion to take action on matters discussed in the executive session Motion seconded by Councilman Schoonmaker. Motion passed unanimously.**

**Censure of Mayor [Joe Max Wilson](#) and Place 3 Council Member Steve Misner  
STATEMENT TO THE PUBLIC**

As newly elected officials that campaigned on conducting an ethical, open, and transparent government, we believe that it is important to recognize and acknowledge when errors are made. We also believe that a certain level of grace should be granted to individuals that are volunteering their time and effort to serve the community. We believe that it is through our openness and transparency that we build a relationship of trust between our elected officials, community members, and staff. It is with this in mind that we read the following statement to the public.

The New Fairview City Council is governed by laws, statutes, and regulations that are in place largely to ensure that the public's interest is best served. One of these is the Texas Open Meetings Act (TOMA). In simplified terms, TOMA provides the guidelines on when, where, and how City meetings are conducted. The rules are in place so that the public has adequate notice to review materials and make arrangements to attend the meeting and let their voice be heard.

Following our election and appointment, the New Fairview City Council received substantial training regarding TOMA during our orientation as well as completing state-mandated online training provided through the Attorney General's office. Further, direct communication from staff and the City Attorney was provided to the Council regarding potential violations of TOMA.

The New Fairview City Council recently became aware of activities, among several of their members, that was in potential violation of TOMA. Staff provided the materials to the City Council and the City Attorney for review. The New Fairview City Council was presented with a legal opinion as well as what potential actions the Council could take.

Following a thorough review and discussion of the issue, the New Fairview City Council finds that the Mayor and Council Member Misner were in violation of TOMA and agree that the public should be made aware of the circumstances as well as inform the public that this type of behavior is not acceptable for individuals in positions of authority in our community.

Therefore, the New Fairview City Council will now take official action to censure Mayor Wilson and Council Member Misner and asks them to: (1) issue an apology to the community, (2) agree to align their future actions and behavior with the Council adopted Procedures and Decorum Policy, and (3) follow all state and federal laws.

**ITEM NUMBER X. ADJOURN: Councilman Clements made a motion to adjourn. Motion seconded by Councilwoman Burger.**

**APPROVED:**

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

\_\_\_\_\_  
**Councilman Nolan Schoonmaker**

\_\_\_\_\_  
**Mayor Pro Tem Patrick Gunter**

\_\_\_\_\_  
**Councilman Steve Misner**

\_\_\_\_\_  
**Councilman Walter Clements**

**ATTEST:**

\_\_\_\_\_  
**Councilwoman Julie Burger**

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



## **City Council Agenda April 5, 2021**

**Agenda Item:**

**(Consent Item)**

### **Agenda Description:**

Approve the Social Media policy.

### **Background Information:**

Social Media has become a very important and useful tool in the collection and distribution of information for the City. Over the last few months, the City has seen an almost 400% increase in people visiting the City's Facebook page, as well as 3,000-to-4,000% increase in engagement of those individuals that are accessing the Facebook page. During the same time period, the City has also seen an increase in utilization of the City website, but less than a 100% increase in visitations and engagement.

The increase in activity on Social Media necessitates some policy direction from the Council on how they would like to have both the staff and the Council members conduct themselves and interact with the public.

It may be prudent to develop two policies, one that would be focused on staff utilization and guidelines and a separate policy that would amend the Council Procedures and Decorum Policy for the elected officials.

### **Financial Information:**

N/A

### **City Contact and Recommendation:**

Ben Nibarger, City Administrator

### **Attachments:**

Social Media Policy



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

## **SOCIAL MEDIA POLICY**

### **PURPOSE**

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

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

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

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

### **GENERAL POLICY**

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

**Commented [CW1]:** As this is a policy regarding official City of New Fairview Social Media accounts, instead of personnel actions, it should not be in the personnel policy. However, as it is a policy that should be maintained (just outside of the personnel policy), I've made some suggested revisions to same. I've also added a policy regarding employee personal use of social media that is appropriate for this personnel policy.

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

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

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

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

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

#### **COMMENT POLICY**

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

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



## **City Council Agenda April 5, 2021**

**Agenda Item:**

**(Public Hearing)**

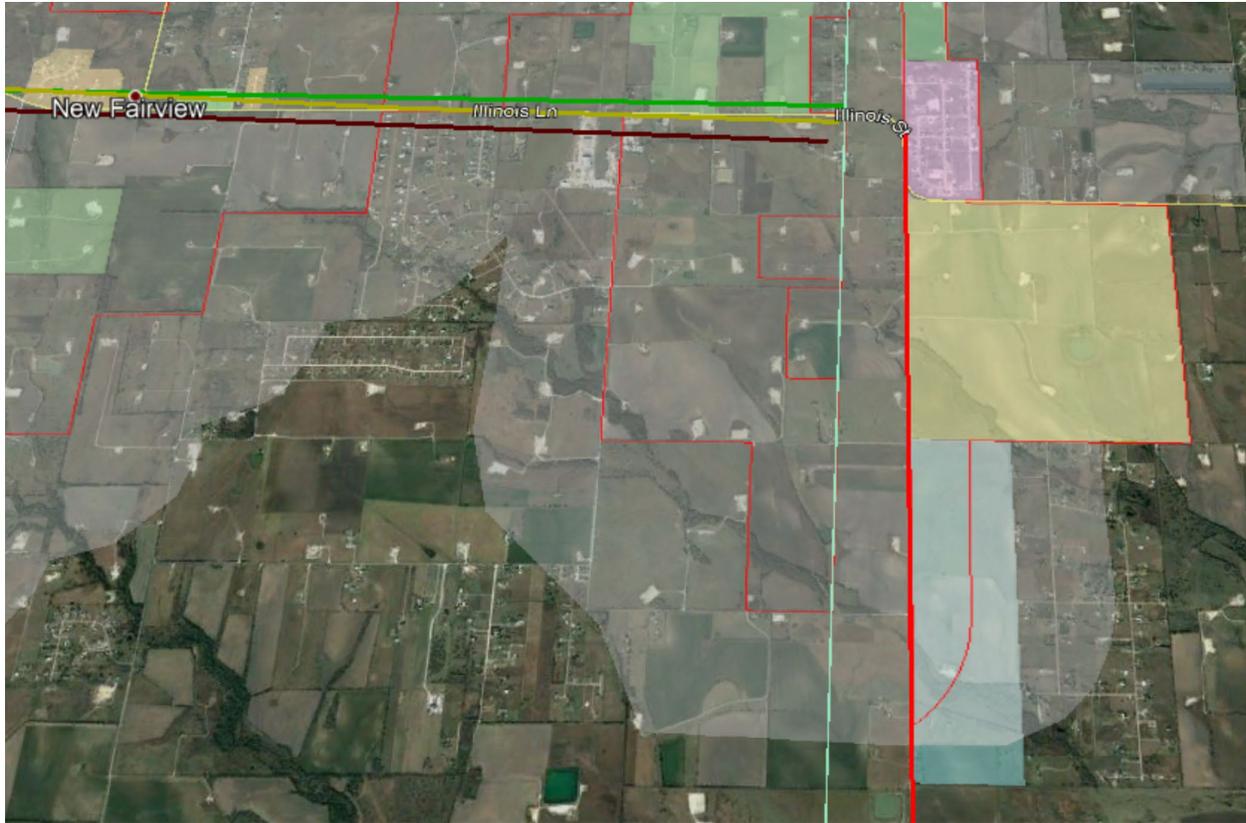
### **Agenda Description:**

Discuss, consider, and act on a joint ordinance and boundary agreement between the City of Fort Worth and the City of New Fairview releasing approximately 179.779 acres of property from the ETJ of the City of Fort Worth and accepting said 179.779 acres into the ETJ of the City of New Fairview.

### **Background Information:**

The City worked with Dove Hollow Development LLC and the City of Fort Worth to bring the first two phases of their residential project into the City's ETJ and then completed annexation of the first two phases. The City has been working with the City of Fort Worth and the developer to complete the transfer of the final phases of the development in Fort Worth ETJ to the City's ETJ, which was accomplished in the City of Fort Worth's most recent City Council Meeting.

In the image below, you will see the blue shaded area south of the Constellation Lake PID, shaded yellow, which is the area under discussion. The area in blue within the red line represents the first transaction which has been successfully annexed into the City.



**Financial Information:**

N/A

**City Contact and Recommendation:**

Ben Nibarger, City Administrator  
Staff recommends that Council approve the resolution.

**Attachments:**

Joint Ordinance

**CITY OF FORT WORTH ORDINANCE NO. \_\_\_\_\_**  
**CITY OF NEW FAIRVIEW ORDINANCE NO. \_\_\_\_\_**  
**JOINT ORDINANCE AND BOUNDARY AGREEMENT**

**WHEREAS**, the City of New Fairview (hereinafter called "NEW FAIRVIEW") is a Type A general law city located in Wise and Denton Counties; and

**WHEREAS**, the City of Fort Worth (hereinafter called "FORT WORTH") is a home rule city located in Tarrant, Wise, Parker and Denton Counties; and

**WHEREAS**, NEW FAIRVIEW and FORT WORTH share an extraterritorial jurisdiction ("ETJ") boundary; and

**WHEREAS**, NEW FAIRVIEW and FORT WORTH desire to adjust the boundary between the ETJ of the two cities to promote orderly development to ensure public safety and effective delivery of municipal services; and

**WHEREAS**, Section 42.023 of the Texas Local Government Code authorizes a municipality to reduce its ETJ by ordinance approved by its governing body; and

**WHEREAS**, Section 42.022 of the Texas Local Government Code authorizes a municipality to expand its ETJ beyond the distance limitations in Section 42.021 if the owners of the area of expansion request the expansion.

**NOW, THEREFORE, BE IT ORDAINED AND MUTUALLY AGREED BY THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW AND THE CITY COUNCIL OF THE CITY OF FORT WORTH:**

**SECTION 1.**

Pursuant to Section 42.023 of the Texas Local Government Code, FORT WORTH agrees to release and hereby releases the 179.779 acre tract located in FORT WORTH's ETJ, as described and shown in Exhibit "A", for the benefit of NEW FAIRVIEW.

**SECTION 2.**

Pursuant to Section 42.022 of the Texas Local Government Code, NEW FAIRVIEW has received a request, attached as Exhibit "B", from the owners of the 179.779 acre tract described and shown in Exhibit "A" that NEW FAIRVIEW's ETJ be expanded to include said tract. NEW FAIRVIEW approves the request and hereby accepts this tract into its ETJ and expands its ETJ to include the 179.779 acre tract described and shown in Exhibit "A."

### **SECTION 3.**

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

### **SECTION 4.**

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

### **SECTION 5.**

The City of New Fairview and the City of Fort Worth do hereby covenant and agree to protect, preserve and defend the herein described boundary adjustments.

### **SECTION 6.**

The City of New Fairview and the City of Fort Worth agree and ordain that the adoption by both cities of this Joint Ordinance and Boundary Agreement, and the boundary change resulting from this Agreement do not mitigate, diminish or lessen in any way the rights that either party may have, at law or in equity, to challenge or contest any other annexations, attempted annexations or extraterritorial jurisdiction claims made by the other party.

### **SECTION 7.**

This joint ordinance and boundary agreement shall become effective and shall become a binding agreement upon the City of New Fairview and the City of Fort Worth by the adoption of same in regular open city council meetings of the City of New Fairview and the City of Fort Worth.

### **SECTION 8.**

The Mayor of each city shall execute this Joint Ordinance and Boundary Agreement, upon adoption by both cities, in duplicate originals.

PASSED AND APPROVED by the City Council of the City of Fort Worth on this  
\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
\_\_\_\_\_  
Sr. Assistant City Attorney

ATTEST:

\_\_\_\_\_  
Mary Kayser, City Secretary

PASSED AND APPROVED by the City Council of the City of New Fairview on this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
City Attorney

## EXHIBIT "A"

All that certain lot, tract, or parcel of land, situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, being part of that certain called 320.025 acre tract described in a deed to Dove Hollow Development LLC recorded in Instrument No. 2020-19757 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

**BEGINNING** at a P.K. nail set stamped "GOODWIN & MARSHALL" for the Northeast corner of said 320.025 acre tract, the Northwest corner of Dove Hollow, Phase 1 as recorded in Cabinet H, Slide 94 of the Plat Records of Denton County, Texas (PRDCT), being in the South line of a called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 (DRDCT), and being in the approximate centerline of Dove Hollow Lane;

**THENCE** South 00 deg. 01 min. 48 sec. West departing said South line and centerline and continue along the East line of said 320.025 acre tract and the West line of said Dove Hollow, Phase 1, a distance of 3,680.19 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL";

**THENCE** North 88 deg. 52 min. 22 sec. West along said East and West lines, a distance of 6.71 feet to a 4" steel fence corner;

**THENCE** South 00 deg. 03 min. 21 sec. West along the East line of said 320.025 acre tract, the West line of said Dove Hollow, Phase 1, and the West line of Dove Hollow, Phase 3 as recorded in Cabinet H, Slide 214 (PRDCT), a distance of 3,201.26 feet to a 1/2" capped iron rod found stamped "5439" for the Southeast corner of said 320.025 acre tract;

**THENCE** North 89 deg. 59 min. 43 sec. West along the South line of said 320.025 acre tract, a distance of 2,042.75 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southwest corner of said 320.025 acre tract and being in the approximate centerline of South County Line Road;

**THENCE** North 00 deg. 15 min. 48 sec. East along the West line of said 320.025 acre tract and said centerline, a distance of 206.48 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southwest corner of a called 1.789 acre right-of-way dedication recorded in a deed to Denton County, Texas recorded in Instrument No. 2018-30901 (DRDCT);

**THENCE** South 89 deg. 27 min. 02 sec. East along the West line of said 320.025 acre tract and said right-of-way dedication, a distance of 31.15 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL";

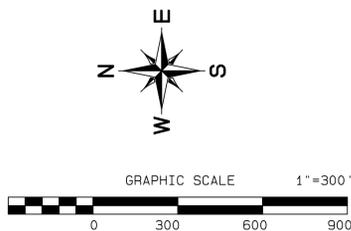
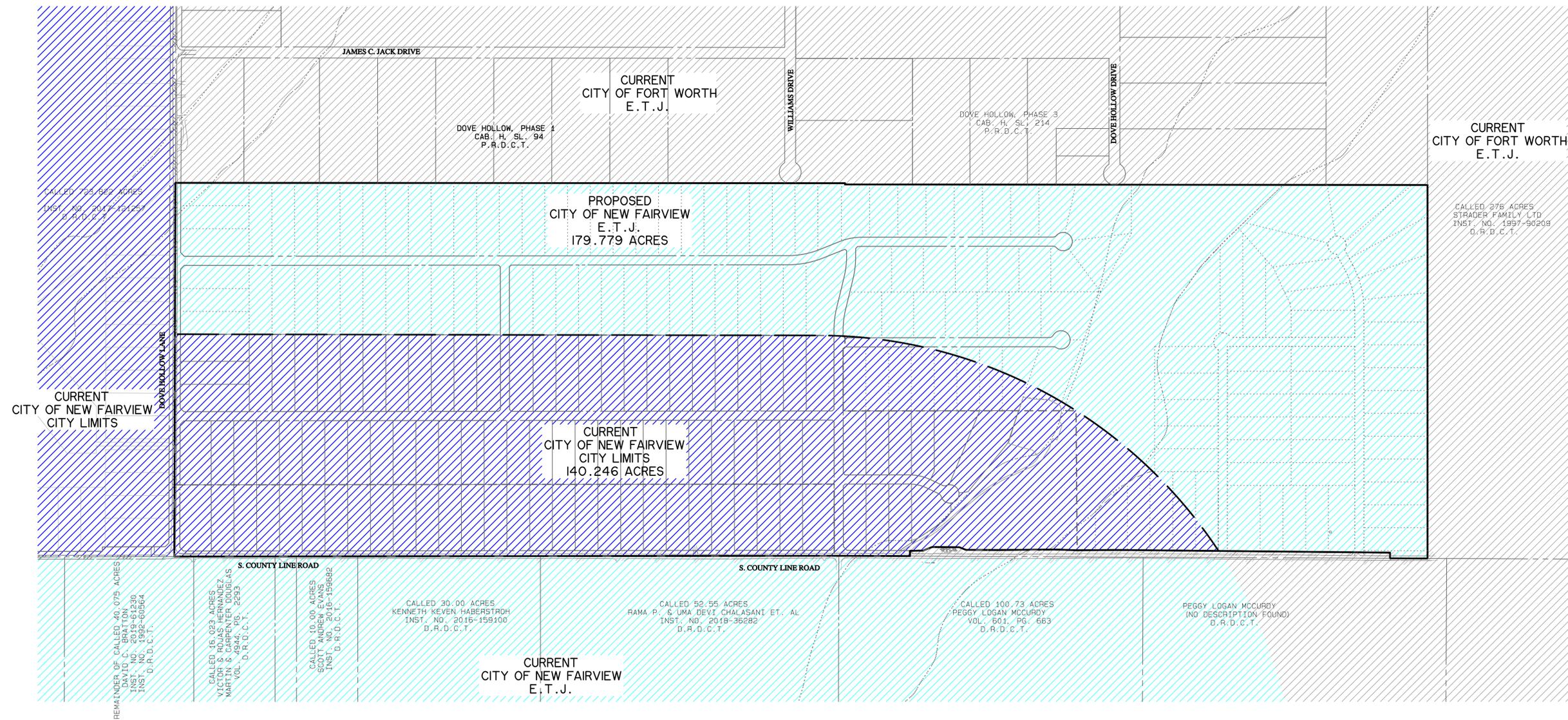
## EXHIBIT "A"

**THENCE** North 00 deg. 32 min. 58 sec. East along said West line and right-of-way dedication, a distance of 942.18 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 2,640.00 feet, a central angle of 56 deg. 22 min. 29 sec., and being subtended by a chord which bears North 28 deg. 12 min. 06 sec. East - 2,494.05 feet;

**THENCE** in a northeasterly direction departing said West line and right-of-way dedication and continue along said curve to the left, a distance of 2,597.57 feet;

**THENCE** North 00 deg. 06 min. 41 sec. East, a distance of 3,537.20 feet to the North line of said 320.025 acre tract, the South line of said 723.822 acre tract, and being in the approximate centerline of said Dove Hollow Lane;

**THENCE** South 89 deg. 50 min. 15 sec. East along said North and South line and said approximate centerline, a distance of 827.87 feet to the **POINT OF BEGINNING**, containing 7,831,152 square feet or 179.779 acres of land, more or less.



LEGEND	
	CURRENT FORT WORTH E.T.J.
	CURRENT/PROPOSED NEW FAIRVIEW E.T.J.
	CURRENT NEW FAIRVIEW CITY LIMITS

PREPARED BY:

**GOODWIN & MARSHALL INC.**  
 CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS  
 2405 Mustang Drive, Grapevine, Texas 76051  
 Metro (817) 329-4373

EXHIBIT "A"  
**EXHIBIT SHOWING PROPOSED  
 NEW FAIRVIEW CITY LIMIT  
 AND FORT WORTH E.T.J.  
 OVER A PORTION OF 320.025 ACRES**  
 SITUATED IN THE  
**CITY OF FORT WORTH  
 CITY OF NEW FAIRVIEW  
 DENTON COUNTY, TEXAS**  
 JANUARY, 2021

# EXHIBIT "B"

February 8, 2021

Ms. Monica Rodriguez  
City Secretary  
City of New Fairview, Texas  
999 Illinois Lane (FM 407)  
New Fairview, Texas 76078

RE: Approximately 179.78 acres Located at the Northeast Quadrant of South County Line Road and Dove Hollow Lane (Future Addition to Paloma Ranch Estates)

Dear Ms. Rodriguez:

As owner of the above referenced project, whose legal description is included as attachment A, I request that the subject property be included in the Extra Territorial Jurisdiction (ETJ) of the City of New Fairview. This is pursuant to the agreement between the City of Fort Worth and the City of New Fairview as referenced in attachment B. Upon becoming included in the ETJ it is our intent to annex and zone the property within the City.

Please feel free to contact me or my engineer, Matt Goodwin, with any questions or comments.

Sincerely,

Dove Hollow Development LLC.



Mr. Ben McCaslin

Manager

## Attachment "A"

All that certain lot, tract, or parcel of land, situated in a portion of the James C. Jack Survey, Abstract No. 679, Denton County, Texas, being part of that certain called 320.025 acre tract described in a deed to Dove Hollow Development LLC recorded in Instrument No. 2020-19757 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

**BEGINNING** at a P.K. nail set stamped "GOODWIN & MARSHALL" for the Northeast corner of said 320.025 acre tract, the Northwest corner of Dove Hollow, Phase 1 as recorded in Cabinet H, Slide 94 of the Plat Records of Denton County, Texas (PRDCT), being in the South line of a called 723.822 acre tract described in a deed to Royal Crest Properties, LLC recorded in Instrument No. 2017-121257 (DRDCT), and being in the approximate centerline of Dove Hollow Lane;

**THENCE** South 00 deg. 01 min. 48 sec. West departing said South line and centerline and continue along the East line of said 320.025 acre tract and the West line of said Dove Hollow, Phase 1, a distance of 3,680.19 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL";

**THENCE** North 88 deg. 52 min. 22 sec. West along said East and West lines, a distance of 6.71 feet to a 4" steel fence corner;

**THENCE** South 00 deg. 03 min. 21 sec. West along the East line of said 320.025 acre tract, the West line of said Dove Hollow, Phase 1, and the West line of Dove Hollow, Phase 3 as recorded in Cabinet H, Slide 214 (PRDCT), a distance of 3,201.26 feet to a 1/2" capped iron rod found stamped "5439" for the Southeast corner of said 320.025 acre tract;

**THENCE** North 89 deg. 59 min. 43 sec. West along the South line of said 320.025 acre tract, a distance of 2,042.75 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southwest corner of said 320.025 acre tract and being in the approximate centerline of South County Line Road;

**THENCE** North 00 deg. 15 min. 48 sec. East along the West line of said 320.025 acre tract and said centerline, a distance of 206.48 feet to a P.K. nail set with washer stamped "GOODWIN & MARSHALL" for the Southwest corner of a called 1.789 acre right-of-way dedication recorded in a deed to Denton County, Texas recorded in Instrument No. 2018-30901 (DRDCT);

**THENCE** South 89 deg. 27 min. 02 sec. East along the West line of said 320.025 acre tract and said right-of-way dedication, a distance of 31.15 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL";

## Attachment "A"

**THENCE** North 00 deg. 32 min. 58 sec. East along said West line and right-of-way dedication, a distance of 942.18 feet to a Point of Curvature of a non-tangent circular curve to the left, having a radius of 2,640.00 feet, a central angle of 56 deg. 22 min. 29 sec., and being subtended by a chord which bears North 28 deg. 12 min. 06 sec. East - 2,494.05 feet;

**THENCE** in a northeasterly direction departing said West line and right-of-way dedication and continue along said curve to the left, a distance of 2,597.57 feet;

**THENCE** North 00 deg. 06 min. 41 sec. East, a distance of 3,537.20 feet to the North line of said 320.025 acre tract, the South line of said 723.822 acre tract, and being in the approximate centerline of said Dove Hollow Lane;

**THENCE** South 89 deg. 50 min. 15 sec. East along said North and South line and said approximate centerline, a distance of 827.87 feet to the **POINT OF BEGINNING**, containing 7,831,152 square feet or 179.779 acres of land, more or less.



## **City Council Agenda April 5, 2021**

### **Agenda Item:**

**(Public Hearing)**

### **Agenda Description:**

Conduct public hearing to accept public comments and discuss the creation of the Shoop Ranch Public Improvement District No. 1.

### **Background Information:**

In March, the Council set the date and time for a public hearing regarding the creation of the Shoop Ranch Public Improvement District No. 1. The public hearing is scheduled for people that will be impacted by the PID and other interested parties to express their opinion. This is a mandatory hearing in order for the Council to consider the creation of the PID.

This Shoop Ranch Public Improvement District No. 1 funds the capital infrastructure items, such water (in this case surface water), wastewater, stormwater, streets, etc. The PID estimates just under \$300 million in infrastructure costs which will be paid through an assessment on the Shoop Ranch property.

**Additional Background:** Staff has been working with the Rockhill Investment team to finalize the potential deal points for establishing an PID for the Shoop Ranch project. There will actually be two PIDs requested, the first for the infrastructure (capital improvements) and the second for operations and maintenance (authorized services). The developer has filed the petitions with the City to consider the creation of these PIDs and resolutions to hold the required public hearings on April 5, 2021 during the regularly scheduled City Council meeting.

Further, Staff and the Rockhill Investment team have been working on a development agreement that will be presented to the Council on April 5th for consideration prior to the creation of the PID. The development agreement will outline the terms and conditions of the development and obligations of the City and Rockhill.

In the worksession, the Council received a presentation from Rockhill Investments & Capital regarding a proposed master planned community on the Shoop Ranch. Staff has prepared an agreement with Rockhill that provides for reimbursement of professional service fees generated

by the city in reviewing the proposed development, including attorney, planner, and engineering fees. Rockhill has executed the agreement and presented the city with a \$50,000 deposit for the city expenditures upon approval of this agreement.

Further, staff is asking for the authorization of the Council to enter into negotiations regarding the Shoop Ranch development, including: a planned district zoning ordinance (PD), a public improvement district (PID), and a development agreement that will be presented to the Council in future meetings for input and possible action.

**Financial Information:**

N/A

**City Contact and Recommendation:**

Ben Nibarger, City Administrator

Staff recommends that Council approve the resolution.

**Attachments:** *The attachments to this document are for reference only; the official documents will be executed and delivered to the City Hall no later than Monday, March 15th, 2021.*

Resolution



## **City Council Agenda April 5, 2021**

### **Agenda Item:**

**(Public Hearing)**

### **Agenda Description:**

Conduct public hearing to accept public comments and discuss the creation of the Shoop Ranch Authorized Services Public Improvement District No. 1.

### **Background Information:**

In March, the Council set the date and time for a public hearing regarding the creation of the Shoop Ranch Authorized Services Public Improvement District No. 1. The public hearing is scheduled for people that will be impacted by the PID and other interested parties to express their opinion. This is a mandatory hearing in order for the Council to consider the creation of the PID.

This Shoop Ranch Authorized Services Public Improvement District No. 1 funds the operating and maintenance of infrastructure items such water, wastewater, stormwater, streets, parks, etc. The PID establishes a permanent \$0.15 per \$100 valuation that will fund these costs moving forward.

### **Additional Background:**

Staff has been working with the Rockhill Investment team to finalize the potential deal points for establishing an PID for the Shoop Ranch project. There will actually be two PIDs requested, the first for the infrastructure (capital improvements) and the second for operations and maintenance (authorized services). The developer has filed the petitions with the City to consider the creation of these PIDs and resolutions to hold the required public hearings on April 5, 2021 during the regularly scheduled City Council meeting.

Further, Staff and the Rockhill Investment team have been working on a development agreement that will be presented to the Council on April 5th for consideration prior to the creation of the PID. The development agreement will outline the terms and conditions of the development and obligations of the City and Rockhill.

In the worksession, the Council received a presentation from Rockhill Investments & Capital regarding a proposed master planned community on the Shoop Ranch. Staff has prepared an

agreement with Rockhill that provides for reimbursement of professional service fees generated by the city in reviewing the proposed development, including attorney, planner, and engineering fees. Rockhill has executed the agreement and presented the city with a \$50,000 deposit for the city expenditures upon approval of this agreement.

Further, staff is asking for the authorization of the Council to enter into negotiations regarding the Shoop Ranch development, including: a planned district zoning ordinance (PD), a public improvement district (PID), and a development agreement that will be presented to the Council in future meetings for input and possible action.

**Financial Information:**

N/A

**City Contact and Recommendation:**

Ben Nibarger, City Administrator

Staff recommends that Council approve the resolution.

**Attachments:** *The attachments to this document are for reference only; the official documents will be executed and delivered to the City Hall no later than Monday, March 15th, 2021.*

Resolution



## **City Council Agenda April 5, 2021**

### **Agenda Item:**

**(Public Hearing)**

### **Agenda Description:**

Conduct public hearing to accept public comments and discuss the proposed rezoning by the City of New Fairview, Texas of approximately 1807.64 acres of land generally located north of FM 407, South of A.A. Bombarger Road, and east and west of N. County Line Road in the city limits of New Fairview, from Agriculture (AG) to Planned Development (PD).

### **Background Information:**

This meeting is mandatory to consider the zoning change. Public notification was published in the Wise County Messenger and all adjoining properties as well as those within 500 feet of the property were mailed a certified notification of the zoning change request and public hearing.

Currently the Shoop Ranch is zoned agricultural. The new zoning would be a Planned District which designates the types of uses that are authorized within this geographic area. This would include single-family residential, mixed-use commercial, and multi-family. The master planned community is anticipated to be completed in four phases of five-years, totaling approximately 20 years to completion.

### **Additional Background:**

Staff has been working with the Rockhill Investment team to finalize the potential deal points for establishing an PID for the Shoop Ranch project. There will actually be two PIDs requested, the first for the infrastructure (capital improvements) and the second for operations and maintenance (authorized services). The developer has filed the petitions with the City to consider the creation of these PIDs and resolutions to hold the required public hearings on April 5, 2021 during the regularly scheduled City Council meeting.

Further, Staff and the Rockhill Investment team have been working on a development agreement that will be presented to the Council on April 5th for consideration prior to the creation of the PID. The development agreement will outline the terms and conditions of the development and obligations of the City and Rockhill.

In the worksession, the Council received a presentation from Rockhill Investments & Capital regarding a proposed master planned community on the Shoop Ranch. Staff has prepared an agreement with Rockhill that provides for reimbursement of professional service fees generated by the city in reviewing the proposed development, including attorney, planner, and engineering fees. Rockhill has executed the agreement and presented the city with a \$50,000 deposit for the city expenditures upon approval of this agreement.

Further, staff is asking for the authorization of the Council to enter into negotiations regarding the Shoop Ranch development, including: a planned district zoning ordinance (PD), a public improvement district (PID), and a development agreement that will be presented to the Council in future meetings for input and possible action.

**Financial Information:**

N/A

**City Contact and Recommendation:**

Ben Nibarger, City Administrator

Staff recommends that Council approve the ordinance.

**Attachments:** *The attachments to this document are for reference only; the official documents will be executed and delivered to the City Hall no later than Monday, March 15th, 2021.*

Ordinance



- Construction of a surface water transmission line to the City of New Fairview with an agreement to right-size the infrastructure, the city pays only for the increased cost for connections, to provide adequate volume for our purposes
- Construction and dedication of all infrastructure to the City and maintenance of infrastructure through the Authorized Services PID

**Additional Background:**

Staff has been working with the Rockhill Investment team to finalize the potential deal points for establishing an PID for the Shoop Ranch project. There will actually be two PIDs requested, the first for the infrastructure (capital improvements) and the second for operations and maintenance (authorized services). The developer has filed the petitions with the City to consider the creation of these PIDs and resolutions to hold the required public hearings on April 5, 2021 during the regularly scheduled City Council meeting.

Further, Staff and the Rockhill Investment team have been working on a development agreement that will be presented to the Council on April 5th for consideration prior to the creation of the PID. The development agreement will outline the terms and conditions of the development and obligations of the City and Rockhill.

In the worksession, the Council received a presentation from Rockhill Investments & Capital regarding a proposed master planned community on the Shoop Ranch. Staff has prepared an agreement with Rockhill that provides for reimbursement of professional service fees generated by the city in reviewing the proposed development, including attorney, planner, and engineering fees. Rockhill has executed the agreement and presented the city with a \$50,000 deposit for the city expenditures upon approval of this agreement.

Further, staff is asking for the authorization of the Council to enter into negotiations regarding the Shoop Ranch development, including: a planned district zoning ordinance (PD), a public improvement district (PID), and a development agreement that will be presented to the Council in future meetings for input and possible action.

**Financial Information:**

N/A

**City Contact and Recommendation:**

Ben Nibarger, City Administrator

Staff recommends that Council approve the resolution.

**Attachments:** *The attachments to this document are for reference only; the official documents will be executed and delivered to the City Hall no later than Monday, March 15th, 2021.*

Resolution

**CITY OF NEW FAIRVIEW**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS APPROVING THE DEVELOPMENT AGREEMENT BETWEEN ROCKHILL CAPITAL & INVESTMENTS, LLC AND THE CITY OF NEW FAIRVIEW, TEXAS CONCERNING THE DEVELOPMENT OF APPROXIMATELY 1807.64 ACRES OF LAND WITHIN THE CITY AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, GLENN AND LOUISE SHOOP FAMILY LIMITED PARTNERSHIP, LTD., THE MERILOU SHOOP LOVE TRUST, THE NANCY SHOOP CAVER TRUST, THE AARON PAUL SHOOP APPOINTIVE TRUST, THE MATTHEW TYLER SHOOP APPOINTIVE TRUST, THE TAYLOR EASTLAND SHOOP APPOINTIVE TRUST, THE EVAN ALEXANDRA SHOOP APPOINTIVE TRUST, THE MADISON LEE SHOOP APPOINTIVE TRUST and THE LOGAN THOMAS SHOOP APPOINTIVE TRUST (collectively, the "Owner") own an approximately 1,807.64-acres of land located wholly within the City (the "Property"); and

**WHEREAS**, Rockhill Capital & Investments, LLC, a Texas limited liability company (the “Developer”) has entered into a contract with the Owner to purchase the Property; and

**WHEREAS**, the Developer and the City have negotiated terms for the development of the Property reflected in a Development Agreement attached to this Resolution as **Exhibit A**; and

**WHEREAS**, the Developer and the City intends for the Property to be developed in accordance with the terms of the Development Agreement.

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

**SECTION 1.**

The the Development Agreement attached to this Resolution as Exhibit A, between the City of New Fairview and Rockhill Capital & Investments, LLC, is approved, and the City Administrator is authorized to execute the same on behalf of the City.

**SECTION 2.**

This Resolution shall become effective from and after its passage.

**PASSED AND APPROVED ON THIS THE 5TH DAY OF APRIL, 2021.**

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

**ATTEST:**

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

**DEVELOPMENT AGREEMENT  
(Shoop Ranch)**

This Development Agreement (this "Agreement") is entered into by and between ROCKHILL CAPITAL & INVESTMENTS, LLC, a Texas limited liability company, (the "Developer") and the CITY OF NEW FAIRVIEW, TEXAS (the "City"), to be effective on April 5, 2021 ("Effective Date").

**RECITALS**

**WHEREAS**, certain terms used herein are defined in Article I; and

**WHEREAS**, the City is a general law municipality of the State of Texas located within Denton County and Wise County; and

**WHEREAS**, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

**WHEREAS**, GLENN AND LOUISE SHOOP FAMILY LIMITED PARTNERSHIP, LTD., THE MERILOU SHOOP LOVE TRUST, THE NANCY SHOOP CAVER TRUST, THE AARON PAUL SHOOP APPOINTIVE TRUST, THE MATTHEW TYLER SHOOP APPOINTIVE TRUST, THE TAYLOR EASTLAND SHOOP APPOINTIVE TRUST, THE EVAN ALEXANDRA SHOOP APPOINTIVE TRUST, THE MADISON LEE SHOOP APPOINTIVE TRUST and THE LOGAN THOMAS SHOOP APPOINTIVE TRUST (collectively, the "Owner") own an approximately 1,807.64-acres of land located wholly within the City and described by metes and bounds and depicted on **Exhibit A** (the "Property"); and

**WHEREAS**, the Developer has entered into a contract with the Owner to purchase the Property; and

**WHEREAS**, upon the Developer's (or its assignee's) acquisition of fee simple title to the Property, the Developer's obligations under this Agreement shall automatically become effective for all purposes under this Agreement without action required of any of the Parties; and

**WHEREAS**, the Property was zoned as planned development approved by the City Council on April 5, 2021, by adoption of Ordinance No. [2021- ] (the "Zoning"); and

**WHEREAS**, the Developer intends to develop the Property as a master planned development consistent with the Zoning; and

**WHEREAS**, the Parties intend for this Agreement to establish certain restrictions and impose certain commitments in connection with the development of the Property; and

**WHEREAS**, the Parties intend that the Property will be developed in accordance with the conceptual plan attached hereto as **Exhibit B** (as amended in accordance with the Zoning, the "Conceptual Plan"); and

**WHEREAS**, the Developer intends to construct or fund the water, wastewater, parks, trails, roadway, and drainage public infrastructure necessary to serve the development of the Property (the "Authorized Capital Improvements"); and

**WHEREAS**, the Authorized Capital Improvements do not include any oversized public infrastructure; and

**WHEREAS**, the Authorized Capital Improvements will be funded, in part, by public improvement district assessments levied on portions of the Property receiving a special benefit from the Authorized Capital Improvements (the "PID Capital Improvement Assessment"); and

**WHEREAS**, the City holds or will hold the certificates of convenience and necessity ("CCN") to provide retail water and wastewater service to the Property and the Parties intend for the City to provide water and wastewater service to the Property within its CCN; and

**WHEREAS**, the Parties have the authority to enter into this Agreement pursuant to Section 372.023, Section 372.026, and Section 372.152 of the Texas Local Government Code.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

## **ARTICLE I** **DEFINITIONS**

The recitals to this Agreement are incorporated herein for all purposes. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Assessment Ordinance means an ordinance adopted by the City Council in accordance with the PID Act that levies an assessment against specially benefitted property within the PID as set forth in the PID Service and Assessment Plan, including the PID Capital Improvement Assessment and the PID Authorized Services Assessment.

Authorized Capital Improvements is defined in the Recitals.

Authorized Services means: (1) payment of annual service costs related to the operation of the PID exclusively consisting of: (a) the actual annual costs of a third-party to operate and maintain the water and wastewater Authorized Capital Improvements with such costs to be allocated between the Property and other water and wastewater customers based on water and wastewater usage until such time as rate based revenue is sufficient to pay such costs, and (b) actual annual costs incurred for operation and maintenance of parks, open space, and recreational improvements financed by assessments levied on the Property; (2) payment of expenses related to the establishment of the PID, and (3) payment of expenses related to the collection of PID annual assessments.

CCN is defined in the Recitals.

City is defined in the introductory paragraph.

City Administrator means the person authorized by the City Council to undertake the actions referenced herein.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline or other City-adopted or City-enforced requirement as they exist on the Effective Date and any zoning regulations that affect the property, as they exist on the Effective Date, unless the Developer elects to apply future amendments.

Conceptual Plan is defined in the Recitals.

Developer is defined in the introductory paragraph.

Effective Date is defined in the introductory paragraph.

Form 1295 is defined in Section 12.15.

MUD is defined in Section 6.6.

Owner is defined in the Recitals.

Party and Parties are defined in the Recitals.

Phase 2 Property is defined in Section 3.2(b).

PID is defined in Section 6.1.

PID Act is defined in Section 6.1.

PID Authorized Capital Improvements is defined in Section 6.1.

PID Authorized Services Assessment is defined in Section 7.5.

PID Bonds means special revenue bonds issued by the City in one or more series secured in whole or in part by assessments levied against benefitted property within the PID in accordance with the PID Act.

PID Capital Improvement Assessment is defined in the Recitals.

PID Creation Petition is defined in Section 6.1.

PID Project Costs is defined in Section 6.3.

PID Reimbursement Agreement is defined in Section 7.1.

PID Service and Assessment Plan is defined in Section 6.1.

Property is defined in the Recitals.

Subdivision Regulations is defined in Section 2.3.

TCEQ is defined in Section 6.6.

Term is defined in Article VIII.

Zoning is defined in the Recitals.

## **ARTICLE II** **DEVELOPMENT REGULATIONS**

2.1 Full Compliance with City Standards. Development of the Property shall be subject to the Zoning and other applicable City Regulations. Future amendments to the City Regulations shall not apply to the Property, other than standards and specifications that apply to the construction of public infrastructure, unless the Developer elects to apply the future amendments.

2.2 Conceptual Plan. The Parties agree the Conceptual Plan was created by the Developer for illustrating the boundary, lot mix, and general layout of the project. Deviations from the Conceptual Plan that do not substantially alter the layout of the project or change the land uses or density shown on the Conceptual Plan may be administratively approved by the City Administrator and may be reflected on a plat so long as the plat generally conforms to the Conceptual Plan. All amendments to the Conceptual Plan shall be governed by the Zoning. If the Conceptual Plan is amended, the new Conceptual Plan shall be attached to the official copy of this Agreement on file with the City Secretary. The Parties agree that the Conceptual Plan and the provisions of this Agreement memorialize the plan for development of the Property.

2.3 Platting. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Conceptual Plan, the Zoning and the City's Subdivision Regulations consisting of Ordinance No. 1996-01-005, as amended by Ordinance No. 2001-11-0071, Ordinance No. 2001-12-0072, and Ordinance No. 2011-03-161 (collectively, the "Subdivision Regulations").

2.4 Conflicts. In the event of any conflict between this Agreement and any City Regulations, this Agreement, including any exhibit or attachment, shall control.

## **ARTICLE III** **DEVELOPMENT PROCESS**

3.1 Approval of Development. Development of the Property shall be subject to the development processes contained in the applicable City Regulations.

3.2 Development Timelines.

(a) Developer agrees to begin development of the Property within five (5) years from the date the City enters into an agreement with a water provider to supply surface water reserved for development of a portion of the Property that includes the Developer as a third-party beneficiary of such contract. In this section, "begin development" shall mean submission of a final plat for the first phase of the development.

(b) Developer agrees to construct the infrastructure required to support commercial development within the "city square" no later than when public infrastructure for phase two of the development (the "Phase 2 Property") as shown on the attached exhibit is constructed.

### 3.3 Remedies for Failure to Meet Timelines.

(a) Should Developer fail to meet the timeline to begin development under Section 3.2(a), the City's obligation to perform any obligation under this Agreement shall be suspended until the time that Developer shall begin development in accordance with the terms of that section.

(b) Should Developer fail to meet the timeline for the development of a commercial infrastructure under Section 3.2(b), Developer agrees that the City shall have the right to refuse to issue a building permit for that portion of the Property within phase three of the development as shown on the attached exhibit until Developer shall meet the requirements of those sections.

## **ARTICLE IV** **DEVELOPMENT FEES**

4.1 City Fees. Except as otherwise provided in this Article IV, the Developer shall be subject to those lawfully adopted and uniformly applied fees and charges due and payable to the City in connection with the development of the Property, including, but not limited to, permit fees and inspection fees.

4.2 Engineering Fees. A fee may be charged to fund the City's reasonable costs of hiring a third party to review engineering plans in connection with the design and construction of water, sewer, drainage, park, trail, amenity and roadway improvements.

4.3 Capital Recovery Fees. Notwithstanding anything to the contrary in this section or any City Regulation applicable to the Property, no capital recovery fees including, but not limited to, pro rata fees, impact fees for water, sewer, and roadways, park fees, and other capital recovery fees, shall be charged against the Property other than the following: (a) a roadway capital recovery fee of One Million Five Hundred Thousand & NO/100 Dollars (\$1,500,000.00); (b) a public safety fee of Ten Million & NO/100 Dollars (\$10,000,000.00); and (c) a municipal complex fee of Five Million & NO/100 Dollars (\$5,000,000.00). The roadway capital recovery fees, the public safety fees, and the municipal complex fees shall be paid by the Developer in increments equal to 10% of net bond proceeds from each bond issuance by the City secured by PID assessments on the Property until the total amount of the roadway capital recovery fees, the public safety fees, and the municipal complex fees has been paid, and each payment (equal to 10 percent of the net bond proceeds deposited into the project fund) shall be paid by the Developer within 30 days from the closing of each bond issuance. The roadway capital recovery fees collected will be held in a separate City fund restricted for use by the City to construct improvements to County Line Road South, a principal 4-lane divided roadway, from south of FM 407 to the City limits line. The public safety fees collected will be held in a separate City fund restricted for use by the City for capital equipment and onsite facilities that will benefit the Property. The municipal complex fees collected will be held in a separate City fund restricted for use by the City for capital expenditures for construction of improvements on the municipal complex site described in Section 5.2 of this

Agreement. The roadway capital recover fee fund, the public safety fee fund, and the municipal complex fee fund will be designated as separate funds in the City's annual budget and the City's annual audit.

4.4 Impact Fees. The City does not currently assess or collect impact fees. In the event the City adopts impact fees after the Effective Date, no applicant for a permit to develop all or any portion of the Property shall be required to pay any impact fees.

4.5 Builder Connection Fees. The City acknowledges that the Developer will collect at the time a building permit is issued a water and sewer connection fee as partial consideration for the infrastructure construction obligations.

4.6 Park Related Fees. Other than what is required by the Zoning and this Agreement, no parkland dedication or construction of park improvements shall be required.

4.7 No Other Fees. Except for the fees set out in this Article IV, no fees or charges of any kind shall be due and payable to the City in connection with development of the Property.

## **ARTICLE V** **INFRASTRUCTURE; UTILITY SERVICE**

5.1 Authorized Capital Improvements. All Authorized Capital Improvements shall be designed, constructed, installed, and inspected in compliance with the Zoning and the City Regulations. The Developer agrees to use due diligence and reasonable care to design, construct and install the Authorized Capital Improvements within 24 months after the City makes PID Bond proceeds available to fund the Authorized Capital Improvements unless such design, construction and installation is delayed by force majeure (including weather delays and events or circumstances that are not within the reasonable control of the Developer). But for the contemplated development of the Property, the City would not require the Authorized Capital Improvements to be constructed, and applying the "but for" test, certain off-site Authorized Capital Improvements is required for development of the Property and therefore specially benefits the Property, and the allocable costs of such Authorized Capital Improvements will be assessed as PID assessments against the Property as described in Article VI below.

5.2 Public Facilities. Either before or with the first final plat for a portion of the Phase 2 Property, the Developer will dedicate to the City a site that includes at least 5 acres restricted for use by the City for public safety facilities and a municipal complex, as generally depicted on the Conceptual Plan.

5.3 Right-of-Way Dedication. With the first final plat for a portion of the Phase 2 Property, Developer shall dedicate public right-of-way to the City for access from FM407 to the public facilities sites described in Section 5.2 and shall construct and dedicate the necessary public roadway improvements, being a north-south collector street, to the City.

5.4 Park System and Open Space. The Developer will dedicate to the City a public access easement over all of the parkland, open space and trails that are shown on the Conceptual Plan in phases as the Property is final platted. The parkland, open space, and trails dedicated to the City pursuant to a public access easement shall be maintained by an HOA, in part with funds

from the Authorized Services Assessment. In addition, the Developer shall be responsible for dedicating to the City and designing and constructing, at a minimum, the improvements shown on the Conceptual Plan, including the two (2) Community Sports Parks, the two (2) public amenities and all parking and other improvements related thereto. Such improvements dedicated to the City shall be maintained by an HOA, in part with funds from the Authorized Services Assessment unless the City elects, at its option, to assume such maintenance obligations.

5.5 Fiber Service. The Developer shall install or cause to be installed facilities for fiber optic services within the Property such that every residential unit within the Property has direct access to fiber optic services.

5.6 Retail Water Service. Retail water service to the Property shall be provided by the City if it maintains a water CCN that includes the Property or the then-current CCN-holder. If the City is unable to provide retail water service for full development of the Property, upon request of the Developer and without compensation, the City will release its water CCN over the Property. The Developer may, at its option, obtain non-potable water for irrigation and construction uses from sources other than the City.

5.7 Retail Sewer Service; On-Site Septic Systems. Sanitary sewer service to the Property shall be provided by the City if it maintains a sewer CCN that includes the Property or the then-current CCN-holder. Single family lots with a minimum area of 43,560 square feet or greater may be served by privately owned on-site septic systems, which shall be constructed in accordance with county and state standards. If the City is unable to provide retail sewer service for full development of the Property, upon request of the Developer and without compensation, the City will release its sewer CCN over the Property.

5.8 Oversized Infrastructure. The Developer shall not be required to construct or fund, nor shall the proceeds of PID assessments be used to fund any oversizing of Authorized Capital Improvements necessary to provide a benefit to land outside the Property or which exceeds the capacity needed to serve the Property. The Developer will oversize Authorized Capital Improvements at the request of the City if, at the time of the request, the City pays for the incremental increase in costs attributable to such oversizing. The Parties acknowledge, however, their understanding and expectation that the Developer will participate, on terms negotiated by the Parties, in any capital improvement projects necessary to bring a sufficient regional water supply to the City to support the development of the Property which regional water supply may include oversizing funding by others or the City. It is understood that the City's participation for oversizing of capital improvements to provide a regional water supply to the City shall only be for the incremental increase in costs attributable to such oversizing.

5.9 Ownership and Maintenance of Authorized Capital Improvements and Other Improvements.

(a) Upon inspection, approval, and acceptance of the water and wastewater Authorized Capital Improvements, the City shall own, operate and maintain the water and wastewater Authorized Capital Improvements and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Authorized Capital Improvements, the City shall own, operate and maintain the roadways and storm water Authorized Capital Improvements.

(c) Upon inspection, approval, and acceptance of public parks, open spaces, trails and related improvements required by the Zoning, the City shall own, operate and maintain the public parks, open spaces, trails and related improvements unless provided otherwise in this Agreement.

(d) The City shall include the costs to maintain the Authorized Capital Improvements, including water, wastewater, roadway, storm water improvements, and public parks, open spaces, trails, and related improvements in the Authorized Services Assessment unless provided otherwise in this Agreement. The City intends to accomplish the maintenance of the Authorized Capital Improvements through third-party operations contracts eligible for reimbursement as Authorized Services.

5.10 Sales Tax Sourcing. The Developer shall, to the extent commercially reasonable, utilize, or cause its contractors to utilize, Separated Building Materials and Labor Contracts for all taxable building material contracts related to the development to site payment of the sales tax on building materials for the development to the Property.

**ARTICLE VI**  
**PUBLIC IMPROVEMENT DISTRICT; PID BONDS**

6.1 PID Creation. The Owner submitted to the City a petition for creation of two public improvement districts (the "PID Creation Petitions") encompassing the Property (the "PIDs") that complies with Chapter 372 of the Texas Local Government Code (the "PID Act"). On March 15, 2021, the City Council approved Resolution No. [REDACTED] and Resolution No. [REDACTED] accepting the PID Creation Petitions and calling a public hearing for April 5, 2021, to consider creating the Public Improvement District for Capital Improvements and the Public Improvement District for Authorized Services. The City created the PIDs by Resolution No. [REDACTED] and Resolution No. [REDACTED] to fund all or a portion of the costs of the Authorized Capital Improvements and the Authorized Services, that confer a special benefit upon the Property in accordance with the PID Act. The PID Authorized Capital Improvements and the PID Authorized Services are generally described in the PID Creation Petitions and shall be described in detail in one or more PID service and assessment plans (each a "PID Service and Assessment Plan") to be prepared by the City and the Developer.

6.2 Funding PID Authorized Capital Improvements. Funding of the PID Authorized Capital Improvements, as authorized by the PID Act and approved by the City, may include, to the maximum extent authorized by State law: (1) payment of assessments, including annual

installments of such assessments, by each owner of assessed property within the PID to the City, (2) the issuance by the City of PID Bonds secured by such assessments and/or other security, (3) the issuance by the City of other revenue bonds secured by such assessments and/or other security, and (4) any other method approved by the Parties. The PID Authorized Capital Improvements are necessary to provide full municipal services to the Property.

6.3 Funding PID Authorized Services. Funding of the Authorized Services, as described in the PID Creation Petition, authorized by the PID Act and approved by the City, may include, to the maximum extent authorized by State law, payment of assessments by each owner of assessed property within the PID to the City as provided in this Agreement.

6.4 Estimated Costs of PID Authorized Capital Improvements. The total estimated cost of the PID Authorized Capital Improvements (the "PID Project Costs") will be as stated in the PID Creation Petition and PID Service and Assessment Plan, as the same may be amended and updated from time to time.

6.5 Costs of PID Authorized Services. The total actual costs of the PID Authorized Services will be stated, on an annual basis, in a separate PID Service and Assessment Plan for the PID.

6.6 PID Assessments. PID Assessments for Authorized Capital Improvements shall be levied on portions of the Property as separate improvement areas, which shall generally be consistent with each phase of the development of the Property. The City and the Developer will jointly determine the PID Project Costs for the purposes of preparing the PID Service and Assessment Plan for each improvement area and shall update such PID Project Costs for each improvement area no less than annually as required by the PID Act. After the City approves the final PID Project Costs for a particular improvement area, prepares one or more proposed assessment rolls based thereon, and files the PID Service and Assessment Plan, including proposed assessment roll(s), with the Secretary for the City for public inspection, the City will levy special assessments against the Property in that particular improvement area based on the benefits conferred by the PID Authorized Capital Improvements. This process shall be repeated for each improvement area. Such special assessments will be consistent with those assessments described in the PID Creation Petition. The amount of the annual installments for PID Assessments for Authorized Capital Improvements expressed as a tax rate equivalent shall not exceed \$1.00 per \$100.00 of value for each residential lot within the PID as determined at the time such assessment is levied to fund Authorized Capital Improvements.

A PID Authorized Services Assessment shall be levied on all final platted property within the PID annually in an amount equal to or less than the actual costs as determined at the time such assessment is levied to fund the actual costs of Authorized Services. The City and the Developer agree and understand that initially the PID Authorized Services Assessment will not be sufficient to cover all of actual costs for the Authorized Services. Developer agrees that if the PID Authorized Services Assessments should fall short of covering the actual costs of Authorized Services in any particular year, Developer shall pay to the City, no later than the date that the PID Authorized Services Assessment is due and payable, an amount equal to the difference between the actual costs of Authorized Services for that year and the amount of the PID Authorized Services Assessment for that year. Any amounts paid by the Developer to cover a shortfall shall be treated

as a loan for the Authorized Services. When the assessed value of the Property that is final platted reaches a level such that the PID Authorized Services Assessment is sufficient to generate more funds than the actual cost for the Authorized Services for a given year, the PID Authorized Services Assessment shall be used to repay the amounts previously paid by the Developer to cover a shortfall as described in Section 7.5 of this Agreement.

6.7 PID Bonds. As set forth in section 6.2 above, the City may issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against property within the PID benefitted by the PID Authorized Improvements, including the Authorized Capital Improvements. If the City issues PID Bonds, the City will make net PID Bond proceeds available to fund the PID Project Costs for each phase of development within the Property. Notwithstanding anything in this Agreement to the contrary, the City shall not issue PID Bonds until the Developer provides satisfactory evidence to the City (whether in the form of an escrow deposit, line of credit, or other form acceptable to the City) that Developer has sufficient available funds to finance the portion of the PID Authorized Improvements not to be financed by PID Bond proceeds. The issuance of each series of PID Bonds is subject to the following conditions:

(a) the adoption or amendment of a PID Service and Assessment Plan, including assessment roll(s), and an Assessment Ordinance;

(b) each series of PID Bonds shall be in an amount estimated to be sufficient to fund the PID Authorized Improvements or portions thereof for which such PID Bonds are being issued;

(c) approval by the Texas Attorney General of the PID Bonds and registration of the PID Bonds by the Comptroller of Public Accounts of the State of Texas;

(d) the Developer is current on all taxes, assessments, fees and obligations to the City related to the Property;

(e) the Developer is not in default under this Agreement;

(f) no outstanding PID Bonds are in default and no reserve funds have been drawn upon that have not been replenished;

(g) the Authorized Capital Improvements to be financed by the PID Bonds have been or will be constructed according to the approved design specifications and construction standards imposed by this Agreement and applicable City Regulations;

(h) the City, through consultation with its Financial Advisor and any underwriter for such PID Bonds, has determined that the amount of proposed assessments and the structure, terms, conditions and timing of the issuance of the PID Bonds are reasonable for the project costs to be financed and the degree of development activity within the PID, and that there is sufficient security for the PID Bonds to be creditworthy;

(i) the maximum maturity for PID Bonds shall not exceed 30 years from the date of delivery thereof;

(j) unless otherwise agreed to and approved by the City, the PID Bonds shall have a minimum value to loan ratio of 3:1, as determined by a certified appraiser or county appraisal records; and;

(k) no information regarding the City, including without limitation financial information, shall be included in any offering document relating to PID Bonds without the consent of the City;

(l) simultaneous with closing the PID Bonds, if the PID Bonds are insufficient to fund the PID Project Costs, the Developer shall fund or cause the funding of any shortfall of the PID Project Costs financed by the PID Bonds, unless the Authorized Capital Improvements have already been completely constructed and paid for;

(m) the Developer agrees to provide periodic information and notices of material or notice events regarding the development of the Property within the PID in accordance with any continuing disclosure agreements executed by the Developer in connection with the issuance of PID Bonds; and

(n) unless otherwise agreed to and approved by the City, the PID Bonds shall be offered and sold only to accredited investors as such investors are defined in compliance with applicable securities laws, unless the bonds receive at least an investment grade rating.

6.8 Failure to Issue PID Bonds. (a) If the City fails or refuses to issue PID Bonds to fund PID Authorized Capital Improvements within a reasonable time of receiving a request from the Developer then, upon the City's receipt of a written request by the Developer, within a reasonable time the City will: (i) disannex all undeveloped portions of the Property; (ii) release all undeveloped portions of the Property from the City's water and sewer CCN; (iii) no longer collected the fees described in Article IV of this Agreement; and (iv) all land dedicated pursuant to Article V of this Agreement shall revert to the Developer. In addition, concurrently with the execution of this Agreement, the City shall execute the district consent resolution attached as **Exhibit C**, which shall be held in trust by the Developer and used by the Developer to create a municipal utility district ("MUD") administratively through the Texas Commission on Environmental Quality ("TCEQ") if the City fails or refuses to issue PID Bonds. The Developer would then work with the MUD to issue bonds required to fund the PID Authorized Improvements.

(b) If the Developer has not complied with any material provision of this Agreement, the Developer shall not be entitled to any remedy or relief under subsection (a) for the City's failure to issue PID Bonds to fund PID Authorized Capital Improvements. A failure by any person or entity that is or hereafter becomes bound by this Agreement or an act or omission by any person or entity, whether or not related to this Agreement or the Property, will not constitute a failure or default by the Developer.

6.9 PID Service and Assessment Plan Updates. The City shall review and update the PID Service and Assessment Plans consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with any updated PID Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect

the updated PID Project Costs. As needed to implement the PID Service and Assessment Plan, the City and the Developer will enter into a PID Reimbursement Agreement that provides for the Developer's construction of certain Authorized Capital Improvements and the City's reimbursement to the Developer of certain PID Project Costs.

6.10 Texas Property Code Section 5.014 Notice. When selling any of the Property after the PID is created, the Developer shall provide notices in a form required by Section 5.014 of the Texas Property Code, as amended, to anyone who purchases property within the PID notifying the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID Bonds; (c) that the City has levied or may levy PID assessments; (d) of the outstanding amount of the PID assessment against the Property, if applicable; and (e) of the estimated amount and duration of the remaining annual installments if PID assessments are not paid in full as calculated by the City or the City's designee, if applicable. Developer shall rely on the City or the City's designee to calculate and confirm the outstanding PID assessment against the Property and the estimated amount and duration of the remaining annual installments of the PID assessments if not paid in full. Further, the Developer shall contractually require builders selling homes to: (a) provide notices containing the information required by Section 5.014 of the Texas Property Code, as amended, to anyone subsequently purchasing property with the PID, (b) continuously post a notice of the PID assessments in a conspicuous location in each model home, and (c) provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property.

6.11 Conflict. Nothing in this Agreement is intended to impair the performance of the City's legislative discretion. Notwithstanding anything in this Agreement, if there is a conflict between this Agreement and any PID Service and Assessment Plan or any indenture relating to a series PID Bond approved by the Developer those later approved documents shall control.

## **ARTICLE VII**

### **PAYMENTS FOR PUBLIC IMPROVEMENTS; OWNERSHIP**

7.1 Reimbursement Agreement. The City and the Developer shall, prior to or substantially contemporaneous with the initial levy of PID assessments for the PID Project Costs on any phase(s) of the Property, enter into a reimbursement agreement or similar agreement ("PID Reimbursement Agreement") to provide for reimbursement to the Developer for PID Project Costs for such phase(s) from PID Bond proceeds from: (i) PID Bonds that are issued for such phase(s); (ii) from PID assessments levied on such phase(s); or (iii) a combination of (i) and (ii).

7.2 Cost Overrun. If the PID Project Costs for the PID Authorized Capital Improvements, in the aggregate, for a PID phase exceed the net PID Bond proceeds and/or the PID assessments on deposit under the PID Reimbursement Agreement available to such PID Project Costs, then the Developer shall be solely responsible for the remainder of the costs to complete construction of such PID Authorized Capital Improvements, except as provided in Section 7.3 below.

7.3 Cost Underrun. Upon the entering into final construction contracts for any PID Authorized Capital Improvement, if the PID Project Costs of any one category of PID Authorized Capital Improvement are less than the budgeted costs (a "Cost Underrun"), any remaining available

amount will be available to pay Cost Overruns on any other category of PID Authorized Capital Improvements.

7.4 Ownership; Maintenance and Operation. Except as set forth in Section 5.4 above, all of the PID Authorized Capital Improvements shall be owned by the City upon completion of construction and acceptance of them by the City. The Developer agrees to take any action reasonably required by the City to transfer or otherwise dedicate or ensure the dedication of easements for the PID Authorized Capital Improvements to the City and the public. Upon inspection, approval, and acceptance of the PID Authorized Capital Improvements, or any portion thereof, the City shall maintain and operate such PID Authorized Capital Improvements to service the Property.

7.5 Maintenance and Operation Assessment. The City shall consider annually a budget exclusively for the actual annual costs of the Authorized Services. Upon the approval of an annual budget for such Authorized Services, the City will consider and adopt a Service and Assessment Plan and an Assessment Ordinance levying an annual assessment in an amount that will not exceed a tax rate equivalent of 15 cents per \$100 of value when calculated using 2021 dollars ("PID Authorized Services Assessment") on all final platted property within the PID which actual assessment amount will be equal to or less than the actual costs of the Authorized Services as determined at the time such assessment is levied. In the tenth (10<sup>th</sup>) year from the Effective Date, the Developer and the City shall review the annual costs for Authorized Services and consider raising the limitation on the amount of the PID Authorized Services Assessment if the PID Authorized Services Assessment is not sufficient to cover the annual costs for Authorized Services. Funds from such PID Authorized Services Assessment shall be used solely to pay actual costs of such Authorized Services as provided in the PID Service and Assessment Plan prepared in connection with the Authorized Services approved in connection with the applicable Assessment Ordinance levying such annual PID Authorized Services Assessment; and, unused funds from such PID Authorized Services Assessment shall be carried forward and applied to reduce the PID Authorized Services Assessment for the following year. The City and the Developer agree and understand that initially the PID Authorized Services Assessment may not be sufficient to cover all actual costs for the Authorized Services. The Developer agrees that if the PID Authorized Services Assessments should fall short of covering the actual costs of Authorized Services in any particular year, the Developer shall pay to the City an amount equal to the difference between the actual costs of Authorized Services for that year and the amount of the PID Authorized Services Assessment for that year. Any amounts paid by the Developer to cover a shortfall shall be treated as a loan for the Authorized Services. When the assessed value of the Property that is final platted reaches a level such that the PID Authorized Services Assessment is sufficient to generate more funds than the actual cost for the Authorized Services for a given year, the PID Authorized Services Assessment shall be used first to pay actual costs of the Authorized Services for that year then next to repay the amounts previously paid by the Developer to cover prior year shortfalls. The PID Authorized Services Assessment will not be reduced from the annually adjusted rate of 15 cents per \$100 of value until all Developer loans for the Authorized Services have been repaid.

**ARTICLE VIII**  
**TERM OF AGREEMENT**

The term of this Agreement shall be the later of 30 years after Effective Date or, if PID Bonds are issued, payment in full of any PID Bonds (the "Term"). Upon expiration of the Term, the City shall have no obligations under this Agreement. Notwithstanding the foregoing, if the Developer or its designee does not acquire fee simple title to the Property within 180 days after the Effective Date, this Agreement shall become null and void and shall be of no further force or effect. Upon execution of this Agreement, Developer shall provide to the City an executed petition for dissolution of the PIDs to be held in escrow by the City. Should this Agreement become null and void because the Developer fails to acquire fee simple title to the Property within 180 days after the Effective Date, the City shall have authority to act on the dissolution petitions and dissolve the PIDs.

**ARTICLE IX**  
**EVENTS OF DEFAULT; REMEDIES**

9.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

9.2 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the City shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or

- (c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (d) limit the Term.

## **ARTICLE X**

### **ASSIGNMENT AND ENCUMBRANCE**

10.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. The obligations, requirements, or covenants to develop the Property in this Agreement shall be able to be assigned to any affiliate or related entity of the Developer, or any lien holder on the Property, without the prior written consent of the City. The obligations, requirements or covenants to develop the Property shall not be assigned by the Developer to a non-affiliate or non-related entity of the Developer, without prior written notice of such assignment being given to the City Administrator. An assignee shall be considered a "Party" for the purposes of this Agreement. Each assignment shall be in writing executed by the Developer and the assignee and shall obligate the assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned, and shall contain a representation by the assignee acknowledged by a notary public that the assignee has the financial ability to timely perform the assigned obligations. A copy of each fully executed assignment to an assignee shall be provided to all Parties within 15 days after execution. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Developer shall maintain written records of all assignments made by the Developer to assignees, including a copy of each executed assignment and, upon written request from any Party or assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property.

10.2 Encumbrance by City. The City shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement, except for the fees and charges to be collected under Article IV, without the Developer's prior written consent.

10.3 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer (as defined in Section 9.1 below) of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

10.4 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.5 Notice of Assignment. In addition to the other requirements in this Agreement, the following requirements shall apply in the event that the Developer sells, assigns, transfers, or

otherwise conveys the Property or any part thereof and/or any of its rights or benefits under this Agreement to any party:

- (a) within 30 days after the effective date of any such sale, assignment, transfer, or other conveyance, the Developer must provide written notice of same to the City;
- (b) the notice must describe the extent to which any rights or benefits under this Agreement have been sold, assigned, transferred, or otherwise conveyed;
- (c) the notice must state the name, mailing address, and telephone contact information of the person(s) acquiring any rights or benefits as a result of any such sale, assignment, transfer, or other conveyance; and
- (d) the notice must be signed by a duly authorized person representing the Developer.

## **ARTICLE XI** **RECORDATION AND ESTOPPEL CERTIFICATES**

11.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Conceptual Plan) and assignments hereof shall be recorded in the deed records of Wise County and Denton County after the Developer acquires the Property. Upon recording, this Agreement binds the Property and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and permitted assigns. This Agreement, when recorded, shall be binding upon the Parties and their successors and permitted assigns and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot ("an End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

11.2 Releases. From time to time upon written request of the Developer, the Mayor shall execute, in recordable form, subject to approval as to form by the City Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the applicable City Regulations.

11.3 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute to its reasonable knowledge and belief, a written estoppel certificate in a form and substance satisfactory to the City identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City \$1,000 at the time of the Developer's requests for an estoppel certificate for each request in excess of one per calendar year.

## **ARTICLE XII** **ADDITIONAL PROVISIONS**

12.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this

Agreement; (c) are legislative findings of the City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

12.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or transmitted by e-mail (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: City of New Fairview  
Attn: Mayor  
999 Illinois Lane  
New Fairview, Texas  
E-mail: [citysecretary@newfairview.org](mailto:citysecretary@newfairview.org)

With a copy to: Bradley A. Anderle  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Ste 200  
Fort Worth, Texas 76107  
E-mail: [banderle@toase.com](mailto:banderle@toase.com)

To the Developer: Rockhill Capital & Investments, LLC  
Attn: Jennifer Alexander  
5950 Berkshire Lane, Suite 290  
Dallas, Texas 75225  
E-mail: [jalexander@rockhillinvestments.com](mailto:jalexander@rockhillinvestments.com)

With a copy to: Shupe Ventura, PLLC  
Attn: Misty Ventura  
9406 Biscayne Blvd.  
Dallas, TX 75218  
E-mail: [misty.ventura@svlandlaw.com](mailto:misty.ventura@svlandlaw.com)

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

12.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

12.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

12.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

12.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

12.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

12.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Exclusive venue for any action to enforce or construe this Agreement shall be in the Denton County District Court.

12.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

12.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise

hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

12.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description and Depiction of the Property
Exhibit B	Conceptual Plan
Exhibit C	District Consent Resolution

12.14 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

12.15 Form 1295. Submitted herewith is a completed Form 1295 generated by the TEC electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

12.16 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

12.17 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

12.18 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

[signatures on following pages]

EXECUTED by the City and the Developer on to be effective on the Effective Date.

**CITY OF NEW FAIRVIEW**

By: \_\_\_\_\_  
Joe Wilson, Mayor

ATTEST:

By: \_\_\_\_\_  
Monica Rodriguez, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Bradley A. Anderle, City Attorney

STATE OF TEXAS            §  
  §  
COUNTY OF DENTON       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of April, 2021, by Joe Wilson, Mayor of the City of New Fairview, Texas, on behalf of said city.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)



**EXHIBIT "A"**  
**Legal Description**

**Exhibit B**  
**Conceptual Plan**





**Additional Background:**

Staff has been working with the Rockhill Investment team to finalize the potential deal points for establishing an PID for the Shoop Ranch project. There will actually be two PIDs requested, the first for the infrastructure (capital improvements) and the second for operations and maintenance (authorized services). The developer has filed the petitions with the City to consider the creation of these PIDs and resolutions to hold the required public hearings on April 5, 2021 during the regularly scheduled City Council meeting.

Further, Staff and the Rockhill Investment team have been working on a development agreement that will be presented to the Council on April 5th for consideration prior to the creation of the PID. The development agreement will outline the terms and conditions of the development and obligations of the City and Rockhill.

In the worksession, the Council received a presentation from Rockhill Investments & Capital regarding a proposed master planned community on the Shoop Ranch. Staff has prepared an agreement with Rockhill that provides for reimbursement of professional service fees generated by the city in reviewing the proposed development, including attorney, planner, and engineering fees. Rockhill has executed the agreement and presented the city with a \$50,000 deposit for the city expenditures upon approval of this agreement.

Further, staff is asking for the authorization of the Council to enter into negotiations regarding the Shoop Ranch development, including: a planned district zoning ordinance (PD), a public improvement district (PID), and a development agreement that will be presented to the Council in future meetings for input and possible action.

**Financial Information:**

N/A

**City Contact and Recommendation:**

Ben Nibarger, City Administrator

Staff recommends that Council approve the resolution.

**Attachments:** *The attachments to this document are for reference only; the official documents will be executed and delivered to the City Hall no later than Monday, March 15th, 2021.*

Petition

Resolution

Opinion of Probable Costs

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS, AMENDING THE ZONING MAP OF THE CITY OF NEW FAIRVIEW BY CHANGING THE ZONING DESIGNATION OF A PARCEL OF LAND BEING A 1807.64 ACRE TRACT OF LAND SITUATED IN THE SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 744, I. DAVIS SURVEY, ABSTRACT NO. 247, J. BEEBE SURVEY, ABSTRACT NO. 56, T. SAMUEL SURVEY, ABSTRACT NO. 757 AND THE J. C. BATEMAN SURVEY, ABSTRACT NO. 1154, WISE COUNTY, TEXAS AND THE T. SAMUEL SURVEY, ABSTRACT NO. 1148, JC BRUMLEY SURVEY, ABSTRACT NO. 1581, M.E.P. & P. RR. CO. SURVEY, ABSTRACT NO. 914, W. CHAMBERS SURVEY, ABSTRACT NO. 1520, AND THE A. PULEN SURVEY, ABSTRACT NO. 1057, DENTON COUNTY, TEXAS, AND BEING ALL OF THOSE TRACTS OF LAND DESCRIBED TO SHOOP TRUST AND GLENN P. SHOOP, TRUSTEE BY DEEDS RECORDED IN VOLUME 502, PAGE 904; VOLUME 530, PAGE 523; VOLUME 1520, PAGE 530; VOLUME 2295, PAGE 213, OFFICIAL PUBLIC RECORDS, WISE COUNTY, TEXAS AND DOCUMENT NO. 2018-997; DOCUMENT NO. 2018-998, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS FROM AGRICULTURE (AG) TO PLANNED DEVELOPMENT (PD) FOR SINGLE-FAMILY RESIDENTIAL, MULTI-FAMILY RESIDENTIAL, TOWNHOMES, CONDOMINIUMS, SCHOOLS, PARKS, OPEN SPACE, CIVIC USES AND COMMERCIAL USES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the owner of the parcel of land within the City, being 1,807.64 acres of land in New Fairview, Texas for the development of the Shoop Ranch, and being bordered on the east by County Line Road, on the north by County Road 4522, on the west by agricultural and residential property, and on the south by FM 407 (the “Property”), initiated this amendment to the City’s zoning map; and

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

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

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

**WHEREAS**, the City Council held a public hearing on April 5, 2021, with respect to the zoning described herein; and

**WHEREAS**, the Property has been previously annexed into the City limits of the City of New Fairview, Texas; and

**WHEREAS**, the City Council finds that the proposed zoning change is consistent with the goals and objectives of the City and is necessary to secure safety from fire, panic, and other dangers; to promote health and the general welfare; to provide adequate light and air: to facilitate the adequate provisions of transportation, water, sewers, schools, parks and other public requirements; to conserve the value of property and to encourage the most appropriate use of land throughout the City.

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

### **THE SHOOP RANCH PLANNED DEVELOPMENT DISTRICT**

#### **SECTION 1 – ZONING DISTRICT**

The City Council hereby amends the Zoning of the Property described by metes and bounds in **Exhibit A** and depicted in the Zoning Exhibit attached as **Exhibit B**, known as the Shoop Ranch, from “A” Agricultural to PD Planned Development for Multi-Use Development. The allowable land uses for the overall property shall be as generally shown on the Conceptual Plan (**Exhibit C**) and conforming to the applicable uses, development standards, and special conditions set forth in this Ordinance.

#### **SECTION 2 – PROPERTY DESCRIPTION**

The Shoop Ranch consists of 1,807.64 acres located on the north side of FM 407 in the City of New Fairview, Texas. The property is within both Wise County and Denton County and is bounded on the south by FM 407, on the west by developed residential land and undeveloped vacant land, on the north by CR 4522 and on the west by County Line Road North. The property has been historically used for ranching, farming and gas development and contains several barns, sheds, farmhouses, gravel roads and livestock ponds. The property is gently rolling with scattered tree cover and contains several hundred acres of flood plain associated with Oliver Creek and its several tributaries.

#### **SECTION 3 – PURPOSE AND INTENT**

The Shoop Ranch Planned Development District is intended to provide the regulatory framework to guide the design and development of a master planned community for the 1,807.64-acre property. The purpose of the master planned community is to provide a diverse mix of land uses that together create a complete and sustainable living environment including residential homes, educational facilities, shopping, restaurants, civic, emergency services and recreational amenities, both natural and manmade.

#### **SECTION 4 – LAND USE – RESIDENTIAL PROPERTY**

The Residential Property Areas are shown on the Conceptual Plan. The Residential Property Areas shall **not exceed 4,140 single family residential dwelling units**, not including the multifamily dwellings units in the Mixed Use Village Area as described in Section 6. The allowable land uses for the Residential Property Areas shall conform to the following list of permitted uses,

development standards and special conditions:

**A. Permitted uses:**

1. Detached single-family residential dwellings and accessory structures.
2. Athletic fields (noncommercial)
3. Schools (private or public)
4. Marketing and sales centers associated with the development of the Property.
5. Temporary construction offices and storage yards associated with development of the Property.
6. Home occupations
7. Parks (public and private), playgrounds, trails, swimming pools, and other forms of improved and unimproved open space
8. Recreation centers, pools
9. Communication towers and related facilities
10. Temporary concrete or asphalt batch plants associated with development of the Property, for a maximum period of 90 days.
11. Agricultural uses; provided, however, agricultural uses shall require a specific use permit on land included within an approved final plat.
12. Drilling and production of natural gas – if any gas well site shown on the Conceptual Plan, other than gas well sites along major thoroughfares, is abandoned, such area may be used for any permitted use so long as there is a corresponding addition of open space in another area shown on the Conceptual Plan. Abandoned gas well sites along major thoroughfares shall be maintained as open space.

**B. Single Family Residential Development standards: 5 standard minimum lot types**

<b>B.1 R-4.4</b>	
<b>Minimum Lot Size and Dimensions</b>	
Lot Area (sq. ft.)	4,400
Lot Width (feet)	40
Lot width of corner Lots (feet)	Lot width plus 10 feet
Lot Depth (feet)	110
<b>Dwelling Minimum Square Footage</b>	1,600
<b>Yard Requirements</b>	
Front Yard minimum (feet)	15
Front Yard minimum for garages (feet)	20
Side Yard minimum (feet)	5
Side Yard of Corner Lots minimum (feet)	10

Rear Yard minimum (feet)	15
Rear Yard Double Front Lots minimum (feet)	15
Maximum Lot Coverage	60%
<b>House Requirements</b>	
Main structure maximum height (feet)	45
Accessory structure maximum height (feet)	14
Roof pitch minimum	6/12

<b>B.2 R-6</b>	
<b>Minimum Lot Size and Dimensions</b>	
Lot Area (sq. ft.)	6,000
Lot Width (feet)	50
Lot width of corner Lots (feet)	Lot width plus 10 feet
Lot Depth (feet)	120
<b>Dwelling Minimum Square Footage</b>	1,600
<b>Yard Requirements</b>	
Front Yard minimum (feet)	20
Side Yard minimum (feet)	5
Side Yard of Corner Lots minimum (feet)	10
Rear Yard minimum (feet)	15
Rear Yard Double Front Lots minimum (feet)	15
Maximum Lot Coverage	60%
<b>House Requirements</b>	
Main structure maximum height (feet)	45
Accessory structure maximum height (feet)	14
Roof pitch minimum	6/12

<b>B.3 R-7.2</b>	
<b>Minimum Lot Size and Dimensions</b>	
Lot Area (sq. ft.)	7,200
Lot Width (feet)	60
Lot width of corner Lots (feet)	Lot width plus 10 feet
Lot Depth (feet)	120
<b>Dwelling Minimum Square Footage</b>	1,800
<b>Yard Requirements</b>	

Front Yard minimum (feet)	20
Side Yard minimum (feet)	5
Side Yard of Corner Lots minimum (feet)	10
Rear Yard minimum (feet)	15
Rear Yard Double Front Lots minimum (feet)	15
Maximum Lot Coverage	60%
<b>House Requirements</b>	
Main structure maximum height (feet)	45
Accessory structure maximum height (feet)	14
Roof pitch minimum	6/12

<b>B.4 R-9.8</b>	
<b>Minimum Lot Size and Dimensions</b>	
Lot Area (sq. ft.)	9,800
Lot Width (feet)	70
Lot width of corner Lots (feet)	Lot width plus 10 feet
Lot Depth (feet)	140
<b>Dwelling Minimum Square Footage</b>	
2,000	
<b>Yard Requirements</b>	
Front Yard minimum (feet)	25
Side Yard minimum (feet)	10
Side Yard of Corner Lots minimum (feet)	10
Rear Yard minimum (feet)	20
Rear Yard Double Front Lots minimum (feet)	20
Maximum Lot Coverage	60%
<b>House Requirements</b>	
Main structure maximum height (feet)	45
Accessory structure maximum height (feet)	14
Roof pitch minimum	6/12

<b>B.5 R-22</b>	
<b>Minimum Lot Size and Dimensions</b>	
Lot Area (sq. ft.)	22,000
Lot Width (feet)	120

Lot width of corner Lots (feet)	Lot width plus 10 feet
Lot Depth (feet)	150
<b>Dwelling Minimum Square Footage</b>	2,200
<b>Yard Requirements</b>	
Front Yard minimum (feet)	40
Side Yard minimum (feet)	20
Side Yard of Corner Lots minimum (feet)	20
Rear Yard minimum (feet)	30
Rear Yard Double Front Lots minimum (feet)	30
Maximum Lot Coverage	60%
<b>House Requirements</b>	
Main structure maximum height (feet)	45
Accessory structure maximum height (feet)	14
Roof pitch minimum	6/12

**C. Special Conditions:**

1. The mix of single-family residential lots shall be consistent with the summary table attached as **Exhibit D**. The City Administrator may approve a ten percent increase or decrease to any lots shown on the summary table. Lots will be monitored during the phased final platting of the development to confirm project-wide total final platted lots are consistent with the summary table, as modified by the City Administrator.
2. Three-tab roofing shall not be permitted.
3. No alleys shall be required, and garage doors may face the street.
4. Sidewalks and hike and bike trails shall be installed per the Conceptual Plan attached as **Exhibit C**. The Conceptual Plan may be amended as necessary to be consistent with the final design of streets, drainage, utilities and subdivision infrastructure improvements.
5. Tree preservation and mitigation shall comply with the Shoop Ranch Tree Preservation regulations attached to this Ordinance as **Exhibit E**. Each builder shall plant or preserve a minimum of three three-inch trees on each residential lot.
6. All lot purchasers will be required by deed to be members of a homeowners' association.
7. Accessory buildings may be metal on a concrete slab.
8. Off street parking shall be provided in accordance with the Zoning Ordinance of the City of New Fairview in effect on the effective date of this ordinance consistent with the respective land use application.

9. Fence requirements:
  - a. Developer shall install a 6-foot masonry wall or a 6-foot tubular steel fence with living screen, at Developer's election, on lot lines that back to a roadway.
  - b. In this Ordinance, living screen shall be landscape consisting of evergreen live plant materials including trees, shrubs, bushes or other vegetation to create an aesthetically pleasing visual screen for a specified height with a minimum of 75% opacity.
  - c. Homebuilders shall install, a 6-foot wood privacy fence enclosing the rear yard of each lot, except for lot lines that are adjacent to parkland or open space, in which case a 6-foot decorative or tubular steel fence shall be installed.
  - d. Developer shall install or construct either an earthen berm or living screen or both to completely screen all gas well pad sites from view from public right-of-way.

#### **D. Residential Design Standards**

- a. Purpose

The standards of this section are intended to:

- i. Promote high-quality residential developments that are distinctive, have character and relate and connect to established neighborhoods
- ii. Provide variety and visual interest in the exterior design of residential buildings
- iii. Create new neighborhoods that age gracefully and add long term value to the city
- iv. Protect property values

- b. Single-Family Residential Building Design Standards

- i. Building Materials:

1. Approved Façade Materials: The exterior building facades of each single-family residential building shall be finished with a minimum of two different types of materials in a 70/30 ratio. The exterior building facades of each single-family residential building shall contain a minimum total of 70 percent (surface area excluding doors and windows) masonry (natural stone, brick, hardi-plank or 3-step stucco), with at least 30 percent masonry on the primary street facade.

2. Building Design:

- a. The residential structure must incorporate at least four of the following façade design elements:
  - i. Bay or box windows
  - ii. Porches, stoops or covered entries
  - iii. Dormers
  - iv. Structural offsets a minimum of four feet from the principal plane of the front facade
  - v. Accent materials such as brick, stone, or stucco with banding highlights
  - vi. Ornamental or decorative window grills and shutters
  - vii. An increase in roof pitch to a minimum of 8/12 on the main structure

- viii. Other comparable feature as approved by the City Administrator
    - b. The residential structure must also comply with the following minimum roof pitches:
      - i. 6/12 on the main structure
      - ii. 4/12 on secondary roofs such as porches, sheds, bay windows, etc. but 2/12 is allowed where the secondary roof is metal
    - 3. Roof Materials: May be shingles (slate or asphalt), standing seam metal, or tiles (clay or concrete)
    - 4. Prohibited materials: masonite and vinyl siding
    - 5. Other materials as approved by the City Administrator
10. Accessory buildings shall incorporate building materials comparable to the main residential building.

## **SECTION 5 – LAND USE - FM 407 COMMERCIAL AREA**

The FM 407 Commercial Area is shown on the Conceptual Plan and is more particularly described as the portion of the property that adjoins FM 407 at a depth of 400 feet. The allowable land uses for the FM 407 Commercial Area shall conform to the following list of permitted uses, development standards and special conditions:

### **A. Permitted uses:**

1. Marketing and sales centers associated with the development of the Property.
2. Retail shops, office, restaurants (including drive-through).
3. Government and civil uses.
4. Daycare facilities
5. Temporary construction offices and storage yards associated with development of the Property.
6. Parks (public and private), playgrounds, trails, swimming pools, and other forms of improved and unimproved open space
7. Recreation centers, pools
8. Communication towers and related facilities
9. Temporary concrete or asphalt batch plants associated with development of the Property, for a maximum period of 90 days.
10. Agricultural uses; provided, however, agricultural uses shall require a specific use permit on land included within an approved final plat.
11. Drilling and production of natural gas – if any gas well site shown on the Conceptual Plan, except for gas well sites along major thoroughfares, is abandoned, such area may be used for any permitted use so long as there is a corresponding addition of open space in another area shown on the Conceptual Plan. Abandoned gas well sites along major thoroughfares shall be maintained as open space.

**B. Development standards:**

<b>Minimum Lot Size and Dimensions</b>	
Lot Area (sq. ft.)	5,000
Lot Width (feet)	50
Lot width of corner Lots (feet)	Lot width plus 10 feet
Lot Depth (feet)	100
<b>Yard Requirements</b>	
Front Yard minimum (feet)	25
Side Yard minimum (feet)	25
Side Yard of Corner Lots minimum (feet)	10
Rear Yard minimum (feet)	0
Rear Yard Double Front Lots minimum (feet)	0
Maximum Lot Coverage	80%
<b>Building Requirements</b>	
Main structure maximum height (feet)	45
Accessory structure maximum height (feet)	25
Roof pitch minimum	none

**C. Special Conditions:**

1. Three-tab roofing shall not be permitted.
2. Sidewalks and hike and bike trails shall be installed per the Conceptual Plan attached as **Exhibit C**. The Conceptual Plan may be amended as necessary to be consistent with the final design of streets, drainage, utilities and subdivision infrastructure improvements.
3. Tree preservation and mitigation shall comply with the Shoop Ranch Tree Preservation regulations. Non-residential parking areas shall be screened adjacent to public roadways with low shrubs, and/or earthen berms with a minimum height of three feet (3') and one minimum 3-inch caliper tree for every 30 feet of screening.
4. Off street parking shall be provided in accordance with the Zoning Ordinance of the City of new Fairview in effect on the effective date of this ordinance consistent with the respective land use application.
5. Fence requirements:

- a. Developer shall install a 6-foot masonry wall or a 6-foot tubular steel fence with living screen, at Developer's election, on lot lines that are adjacent to a residential area.
- b. Developer shall install masonry screening with opaque gates for all trash dumpster and recycling areas.
- c. Developer shall install or construct either an earthen berm or living screen or both to completely screen all gas well pad sites from view from public right-of-way.

## **SECTION 6 – LAND USE – TOWN CENTER**

The Town Center Area is shown on the Conceptual Plan and is more particularly described as approximately 20 acres at the intersection of the north-south collector street and the east-west collector street. This location is intended to establish the center of activity for the property defined as a collection of neighborhood support retail services, retail shopping, civic land uses and the location of holiday festivals and events. The allowable land uses for the Town Center Area shall be generally conforming to the following list of permitted uses, development standards and special conditions:

### **A. Permitted uses:**

1. Marketing and sales centers associated with the development of the Property.
2. Retail shops, office, restaurants (including drive-through).
3. Government and civil uses.
4. Daycare facilities
5. Athletic fields (noncommercial)
6. Schools (private or public)
7. Marketing and sales centers associated with the development of the Property.
8. Temporary construction offices and storage yards associated with development of the Property.
9. Parks (public and private), playgrounds, trails, swimming pools, and other forms of improved and unimproved open space
10. Recreation centers, pools
11. Communication towers and related facilities
12. Temporary concrete or asphalt batch plants associated with development of the Property, for a maximum period of 90 days.
13. Agricultural uses; provided, however, agricultural uses shall require a specific use permit on land included within an approved final plat.
14. Drilling and production of natural gas – if any gas well site shown on the Conceptual Plan, except gas well sites along major thoroughfares, is abandoned, such area may be used for any permitted use so long as there is a corresponding addition of open

space in another area shown on the Conceptual Plan. Abandoned gas well sites along major thoroughfares shall be maintained as open space.

**B. Development standards:**

<b>Minimum Lot Size and Dimensions</b>	
Lot Area (sq. ft.)	5,000
Lot Width (feet)	50
Lot width of corner Lots (feet)	Lot width plus 10 feet
Lot Depth (feet)	100
<b>Yard Requirements</b>	
Front Yard minimum (feet)	0
Side Yard minimum (feet)	0
Side Yard of Corner Lots minimum (feet)	0
Rear Yard minimum (feet)	0
Rear Yard Double Front Lots minimum (feet)	0
Maximum Lot Coverage	80%
<b>Building Requirements</b>	
Main structure maximum height (feet)	60
Accessory structure maximum height (feet)	25
Roof pitch minimum	none

**C. Special Conditions:**

1. Three-tab roofing shall not be permitted.
2. Sidewalks and hike and bike trails shall be installed per the Conceptual Plan attached as **Exhibit C**. The Conceptual Plan may be amended as necessary to be consistent with the final design of streets, drainage, utilities and subdivision infrastructure improvements.
3. Tree preservation and mitigation shall comply with the Shoop Ranch Tree Preservation regulations.
4. Non-residential parking areas shall be screened adjacent to public roadways with low shrubs, and/or earthenberms with a minimum height of three feet (3') and one minimum 3-inch caliper tree for every 30 feet of screening.
5. Fence requirements:

- a. Developer shall install a 6-foot masonry wall or a 6-foot tubular steel fence with living screen, at Developer's election, on lot lines that are adjacent to a residential area.
  - b. Developer shall install masonry screening with opaque gates for all trash dumpster and recycling areas.
  - c. Developer shall install or construct either an earthen berm or living screen or both to completely screen all gas well pad sites from view from public right-of-way.
6. Off street parking shall be provided in accordance with the Zoning Ordinance of the City of new Fairview in effect on the effective date of this ordinance consistent with the respective land use application.

## **SECTION 7 – LAND USE – MIXED USE VILLAGE**

The Mixed Use Village Area is shown on the Conceptual Plan and is more particularly described as approximately 40 acres at the intersection of County Line Road North and the east-west collector street. This location is intended to establish the center of activity for the property defined as a collection of neighborhood support retail services, retail shopping and entertainment land uses all designed to collectively energize the daily and nightly events for the residents in this area. Multifamily uses shall be limited to a maximum of 800 dwelling units. The allowable land uses for the Mixed Use Village Area shall conform to the following list of permitted uses, development standards and special conditions:

### **A. Permitted uses:**

1. Detached single-family residential dwellings and accessory structures.
2. Attached single-family residential dwellings and accessory structures.
3. Duplexes, triplexes and quadplexes.
4. Stacked flats
5. Live-work units
6. Courtyard multifamily
7. Townhomes
8. Athletic fields (noncommercial)
9. Schools (private or public)
10. Retail shops, office, restaurants (including drive-through).
11. Government and civil uses.
12. Marketing and sales centers associated with the development of the Property.
13. Temporary construction offices and storage yards associated with development of the Property.
14. Home occupations
15. Parks (public and private), playgrounds, trails, swimming pools, and other forms of improved and unimproved open space

16. Recreation centers, pools
17. Communication towers and related facilities
18. Temporary concrete or asphalt batch plants associated with development of the Property, for a maximum period of 90 days.
19. Agricultural uses; provided, however, agricultural uses shall require a specific use permit on land included within an approved final plat.
20. Drilling and production of natural gas – if any gas well site shown on the Conceptual Plan, other than gas well sites along major thoroughfares, is abandoned, such area may be used for any permitted use so long as there is a corresponding addition of open space in another area shown on the Conceptual Plan. Abandoned gas well sites along major thoroughfares may shall be maintained as open space.

**B. Development standards for commercial development are as follows:**

Minimum Lot Area	None
Minimum Lot Width	None
Minimum Lot Depth	None
Minimum Front Yard	25 ft.
Minimum Side Yard	None, except 35 ft. when adjacent to residential use
Minimum Side Yard adjacent to street (corner lot)	25 ft.
Minimum Rear Yard	None, except 35 feet when adjacent to residential use
Maximum Building Height (feet)	120
Accessory structure maximum height (feet)	25

**C. Special Conditions:**

1. Three-tab roofing shall not be permitted.
2. No alleys shall be required, and garage doors may face the street.
3. Sidewalks and hike and bike trails shall be installed per the Conceptual Plan attached as **Exhibit C**. The Conceptual Plan may be amended as necessary to be consistent with the final design of streets, drainage, utilities and subdivision infrastructure improvements.
4. Tree preservation and mitigation shall comply with the Shoop Ranch Tree Preservation regulations. Each builder shall plant or preserve a minimum of three three-inch trees on each residential lot.

5. All lot purchasers will be required by deed to be members of a homeowners' association.
6. Non-residential parking areas shall be screened adjacent to public roadways with low shrubs, and/or earthen berms with a minimum height of three feet (3') and one minimum 3-inch caliper tree for every 30 feet of screening.
7. Fence requirements:
  - a. Developer shall install a 6-foot masonry wall or a 6-foot tubular steel fence with living screen, at Developer's election, on lot lines that are adjacent to a residential area.
  - b. Developer shall install masonry screening with opaque gates for all trash dumpster and recycling areas.
  - c. Developer shall install or construct either an earthen berm or living screen or both to completely screen all gas well pad sites from view from public right-of-way.
8. Off street parking shall be provided in accordance with the Zoning Ordinance of the City of New Fairview in effect on the effective date of this ordinance consistent with the respective land use application.

## **SECTION 8 – SIGN REGULATIONS**

The following sign regulations apply to the Property as described below.

1. Signage. All signage provided on the Property shall conform to the standards defined below.
2. Development Main Identification. Development Main Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of both residential and commercial land uses within the overall development.
  - (a) Number and Location. A maximum of one sign shall be permitted at each main entry to the development located adjacent to an arterial or collector thoroughfare. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld.
  - (b) Sign Faces. A maximum of two sign faces shall be permitted.
  - (c) Maximum Surface Area. A maximum surface area of 30 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building materials is used, the maximum sign face area for such decorative treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.

- (d) Maximum Height. The sign shall not exceed 8 feet from average finished grade.
  - (e) Time Period. Development Main Identification signs are intended to be permanent in nature and shall be allowed for the life of the development.
- 3. Neighborhood Identification. Neighborhood Identification signs shall be constructed as a permanent monument sign and serve the purpose of identification of each neighborhood within an overall development.
  - (a) Number and Location. A maximum of one sign shall be permitted at the main entry to each neighborhood. Signs shall be generally located internal to the overall development. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld.
  - (b) Sign Faces. A maximum of two sign faces shall be permitted.
  - (c) Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face. If a decorative background element such as tile, stucco, masonry or other building material is used, the maximum sign face area for such decorative treatment may be expanded 24 inches measured from the sign face area in each cardinal direction.
  - (d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.
  - (e) Time Period. Neighborhood Identification signs are intended to be permanent in nature and shall be allowed for the life of the development.
- 4. On-Site Directional. On Site Directional signage within developments and subdivisions shall be for communicating directions and facility information including on-site services. On-Site Directional signage shall contain no advertising copy other than the project logos, and shall be of a similar type and style throughout the development. On-Site Directional signage shall be constructed as permanent signage.
  - (a) Number and Location. There shall be no maximum number of on-site directional signs, provided the signs are located a minimum of 200 feet from the perimeter of the overall development. If On-Site Directional signage is proposed within 200 feet of the perimeter of the development, then the total number of signs within 200 feet of the perimeter of the development will be subject to approval of a Master Sign Plan, such approval not to be unreasonably withheld. The specific locations of all proposed On-Site Directional signs shall be subject to approval of a Master Sign Plan, with permits not to be unreasonably withheld.
  - (b) Sign Faces. A maximum of two sign faces shall be permitted.

- (c) Maximum Surface Area. A maximum surface area of six square feet shall be permitted for each sign face. In such case where the sign is proposed to be mounted on a columnar structure, the maximum surface area of the overall structure shall be 140 square feet for rectangular structures and 110 square feet for cylindrical structures.
  - (d) Maximum Height. The maximum height of the overall sign structure shall not exceed seven feet from average finished grade.
  - (e) Time Period. On-Site Directional signs are intended to be permanent in nature and shall be allowed for the life of the development.
5. Off-Site Directional. Off-Site Directional signs shall be a temporary sign permitted in order to communicate directional information to the overall tract and/or for individual parcels without frontage on a thoroughfare.
- A. Number and Location. A maximum of two signs shall be permitted for the overall development and one sign for each additional internal individually platted parcel. Off-Site Directional signs shall be permitted in the following locations:
    - (i) On a parcel abutting the parcel identified on the directional sign.
    - (ii) On a parcel subject to a recorded document insuring ingress and egress to the parcel identified on the off-site directional sign.
    - (iii) On a parcel adjacent to an arterial or collector street. The specific locations of each sign shall be subject to approval of a Master Sign Plan, such approval not to be unreasonably held.
  - B. Sign Faces. A maximum of two sign faces shall be permitted.
  - C. Maximum Surface Area. A maximum surface area of 50 square feet shall be permitted for each sign face.
  - D. Maximum Height. The sign shall not exceed 10 feet from average finished grade.
  - E. Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.
6. Model Home/Community Center. A Model Home/Community Center sign shall be a temporary sign with the purpose of identifying a model home or community center as being the builder or contractor's model open to the public for inspection.
- (a) Number and Location. A maximum of one sign shall be permitted for each model home and/or community center. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.

- (b) Sign Faces. A maximum of two sign faces shall be permitted.
  - (c) Maximum Surface Area. A maximum surface area of 20 square feet shall be permitted for each sign face.
  - (d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.
  - (e) Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.
- 7. Neighborhood Builder. A Neighborhood Builder sign shall be a temporary sign with the purpose of identifying individual builders and pricing information within the neighborhood.
  - (a) Number and Location. A maximum of two signs shall be permitted for each neighborhood. Signs shall be located on the applicable neighborhood tract and shall not be located in any public right-of-way.
  - (b) Sign Faces. A maximum of two sign faces shall be permitted.
  - (c) Maximum Surface Area. A maximum surface area of 20 square feet shall be permitted for each sign face.
  - (d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.
  - (e) Time Period. Signs shall be removed upon sale, lease or rental of all of the affected property.
- 8. Builder Lot. A Builder Lot sign shall be a temporary sign with the purpose of identifying an individual lot or parcel for sale within the development.
  - (a) Number and Location. A maximum of one sign shall be permitted for each lot. Signs shall be located on the lot being advertised and shall not be located in any public right-of-way.
  - (b) Sign Faces. A maximum of one sign face shall be permitted.
  - (c) Maximum Surface Area. A maximum surface area of six square feet shall be permitted for the sign face.
  - (d) Maximum Height. The sign shall not exceed four feet from average finished grade.
  - (e) Time Period. Signs shall be removed upon completion of the construction project.
- 9. Construction. A Construction sign shall be a temporary sign with the purpose of identifying the property owner, architect, contractor, subcontractor, engineer, landscape

architect, or decorator engaged in the design, construction or improvement of the premises on which the sign is located.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (b) Sign Faces. A maximum of two sign faces shall be permitted.
  - (c) Maximum Surface Area. A maximum surface area of 96 square feet shall be permitted for such sign face.
  - (d) Maximum Height. The sign shall not exceed 10 feet from average finished grade.
  - (e) Time Period. Signs shall only be permitted for a maximum of two weeks and no more than two times annually for each neighborhood.
12. Banner. A Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.
- (a) Number and Location. A maximum of one sign per neighborhood shall be permitted. Signs shall be located within the neighborhood being advertised and shall not be located within any public right-of-way.
  - (b) Sign Faces. A maximum of two sign faces shall be permitted.
  - (c) Maximum Surface Area. A maximum surface area of 36 square feet shall be permitted for each sign face.
  - (d) Time Period. A Banner sign shall be permitted for a maximum of four weeks and no more than six times annually for each neighborhood.
13. Banner, Seasonal. A Seasonal Banner sign shall be a temporary sign with the purpose of identifying special promotions or events within a neighborhood.
- (a) Number and Location. Signs shall be located within the neighborhood being advertised. Signs shall be permitted within the public right-of-way if affixed to illumination poles along internal collector thoroughfares provided banners are installed on behalf of and maintained by homeowners' association or property owners' association.
  - (b) Sign Faces. A maximum of two sign faces shall be permitted.
  - (c) Maximum Surface Area. A maximum surface area of 36 square feet shall be permitted for each sign face.
  - (d) Time Period. A Banner sign shall only be permitted for a maximum of four weeks and no more than six times annually for each neighborhood.
14. On-Premise Attached Signs in Commercial Area

(a) The following size limits apply to buildings occupied by a single tenant and to individual tenant spaces in buildings with multiple tenants. One or more attached signs may be erected on each facade of the occupied space. The signs may have a total area of 10% of the area of the facade to which the signs are attached, with a maximum aggregate area of 500 square feet per facade. Doors and windows shall be included in the calculation of the facade area. The facade area shall be calculated by multiplying the width times the height, with a maximum calculated height of 15 feet. For structures exceeding 15 feet in height, allowable sign square footage shall be calculated as one and one-half square feet per linear foot of building facade.

(b) Length of an attached sign is limited to 75% of the lineal footage of the building or commercial space, whichever is less.

(c) The entire length and height of backlit awnings in which the lighting causes the illumination of the awning, of which the length will be limited to subsection (b) above, will be counted toward the allowed square footage of attached signs.

(d) Signs shall not project more than three feet from the building or canopy.

(e) Signs may be installed upon the roof subject to the following conditions:

(1) The area of the sign shall not exceed 10% of the area of the closest wall of the building above which the sign is placed; and

(2) The sign shall not exceed four feet above the roof or top of the parapet wall at the roof, whichever is higher; and

15. On-Premise Detached Signs in Commercial Area

A. Monument signs are permitted, subject to the following:

- a. Maximum height: Eight feet.
- b. Maximum width: Sixteen feet.
- c. Maximum advertised message area: Ninety-six square feet.
- d. Minimum ground contact: Seventy-five percent of structure's width.

B. Pylon signs are permitted, subject to the following:

- a. Maximum height: Eight feet at the right-of-way line and one additional foot in height for each one foot of setback, up to 20 feet. Setback sign one foot for each foot in height from all adjacent property lines.
- b. Maximum width: Twelve feet.
- c. Maximum advertised message area: Two hundred square feet.

d. Minimum ground contact: Fifty percent of structure's width.

C. Pole signs are permitted, subject to the following:

- a. Maximum height: Twenty-five feet allowed at the right-of-way line and one additional foot in height for each one foot of setback, up to 35 feet. Setback sign one foot for each foot in height from all adjacent property lines.
- b. Maximum width: Twenty-four feet.
- c. Maximum advertised message area: Three hundred and twenty square feet.

D. One detached sign may be erected on each platted lot. Additional signs may be erected under the following circumstances:

- a. On corner lots and through lots, one sign shall be allowed on each street on which the property has frontage.
- b. On lots having more than 100 feet of street frontage, more than one detached sign may be installed provided that such signs are at least 100 feet apart and the total area of all signs does not exceed the maximum allowable sign area set forth in subsection (f) below.

16. Notwithstanding any other provision of this section to the contrary, two signs with 8 foot by 10 foot sign faces and a maximum height of 20 feet are permitted.

## **SECTION 9 – CONFLICT**

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

## **SECTION 10 – DEVELOPMENT PLAN**

Development Plan is waived. The Property shall be developed consistent with the Conceptual Plan pursuant to this ordinance.

## **SECTION 11 – SITE PLAN**

Site plan approval is required for all developments in the FM 407 Commercial Area, the Town Center Area, and the Mixed Use Village Area of Shoop Ranch. An additional criteria for approval

of a Site Plan is that it bears a similarity to the visual representations for the particular area that are attached to this Ordinance.

## **SECTION 12 – EXHIBITS**

The following exhibits are incorporated into this ordinance:

- A. Property Description
- B. Property Depiction
- C. Conceptual Plan
- D. Summary Table
- E. Shoop Ranch Tree Preservation Regulations
- F. Shoop Ranch Approved Plant List
- G. Residential Property Area Visual Representations
- H. FM 407 Commercial Visual Representations
- I. Town Center Area Visual Representations
- J. Mixed Use Village Visual Representations
- K. Phasing Plan

Exhibits G, H, I, J, and K are illustrative. To the extent there is a conflict between these exhibits and the zoning regulations contained in this ordinance, the zoning regulations in the text of this ordinance shall control.

## **SECTION 13 – OFFICIAL ZONING MAP**

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

## **SECTION 14 - REPEAL**

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

## **SECTION 15 - ENFORCEMENT**

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

**SECTION 16 - REMEDIES**

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

**SECTION 17 – PARTIAL VALIDITY**

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

**SECTION 18 - PUBLICATION**

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

**SECTION 19d – EFFECTIVE DATE**

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

**PASSED AND APPROVED ON THIS 5th DAY OF APRIL, 2021.**

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

**ATTEST:**

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

**EXHIBIT A**

**METES & BOUNDS DESCRIPTION**

**BEING A 1807.64 ACRE TRACT OF LAND SITUATED IN THE SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 744, I. DAVIS SURVEY, ABSTRACT No. 247, J. BEEBE SURVEY, ABSTRACT NO. 56, T. SAMUEL SURVEY, ABSTRACT NO. 757 AND THE J. C. BATEMAN SURVEY, ABSTRACT NO. 1154, WISE COUNTY, TEXAS AND THE T. SAMUEL SURVEY, ABSTRACT NO. 1148, JC BRUMLEY SURVEY, ABSTRACT NO. 1581, M.E.P. & P. RR. CO. SURVEY, ABSTRACT NO. 914, W. CHAMBERS SURVEY, ABSTRACT NO. 1520, AND THE A. PULEN SURVEY, ABSTRACT NO. 1057, DENTON COUNTY, TEXAS, AND BEING ALL OF THOSE TRACTS OF LAND DESCRIBED TO SHOOP TRUST AND GLENN P. SHOOP, TRUSTEE BY DEEDS RECORDED IN VOLUME 502, PAGE 904; VOLUME 530, PAGE 523; VOLUME 1520, PAGE 530; VOLUME 2295, PAGE 213, OFFICIAL PUBLIC RECORDS, WISE COUNTY, TEXAS AND DOCUMENT No. 2018-997; DOCUMENT No. 2018-998, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING AT A 2" METAL POST FOUND FOR THE WESTERNMOST SOUTHWEST CORNER OF SAID SHOOP TRACT, SAME BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO RAUL A VARGAS AND D. PAULETTE LAYFIELD BY DEED RECORDED IN VOLUME 1146, PAGE 831 OF SAID OFFICIAL PUBLIC RECORDS;**

**THENCE NORTH 00°08'55" EAST, WITH THE WEST LINE OF SAID SHOOP TRACT, A DISTANCE OF 2,124.09 FEET TO A 2" METAL POST FOUND FOR CORNER, SAME BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO JOHN EDWARD JUDGE BY DEED RECORDED IN VOLUME 1216, PAGE 415 OF SAID OFFICIAL PUBLIC RECORDS;**

**THENCE NORTH 89°27'04" EAST, WITH THE SOUTH LINE OF SAID JUDGE TRACT, A DISTANCE OF 2,645.43 FEET TO A 2" METAL POST FOUND FOR THE SOUTHEAST CORNER OF SAME;**

**THENCE NORTH 00°00'20" WEST, WITH THE EAST LINE OF SAID JUDGE TRACT, A DISTANCE OF 1,654.28 FEET TO A 60D NAIL FOUND FOR THE NORTHEAST CORNER OF SAME;**

**THENCE NORTH 89°46'58" WEST, WITH THE NORTH LINE OF SAID JUDGE TRACT, A DISTANCE OF 2,640.79 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "OWEN SURV 5560" FOUND FOR CORNER;**

**THENCE NORTH 00°35'10" WEST, A DISTANCE OF 2,323.17 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "OWEN SURV 5560" FOUND FOR CORNER;**

**THENCE NORTH 00°35'14" WEST, A DISTANCE OF 4,314.65 FEET TO A FENCE POST FOUND FOR THE WESTERNMOST NORTHWEST CORNER OF SAID SHOOP TRACT;**

**THENCE SOUTH 69°06'23" EAST, A DISTANCE OF 1,665.58 FEET TO A FENCE POST FOUND;**

**THENCE NORTH 21°11'17" EAST, PASSING A 3/8-INCH IRON ROD FOUND FOR REFERENCE AT 2268.75 FEET, A TOTAL DISTANCE OF 2,401.44 FEET TO THE CENTERLINE OF OLIVER CREEK;**

**THENCE WITH THE CENTERLINE OF OLIVER CREEK, THE FOLLOWING COURSES AND DISTANCES:**

**NORTH 40°32'53" WEST, A DISTANCE OF 240.45 FEET;**

**NORTH 59°40'21" WEST, A DISTANCE OF 118.26 FEET;**

**NORTH 83°06'23" WEST, A DISTANCE OF 81.10 FEET;**

**SOUTH 84°58'57" WEST, A DISTANCE OF 82.73 FEET;**

**THENCE NORTH 04°01'08" EAST, PASSING A 3/8-INCH IRON ROD FOUND FOR REFERENCE AT 92.27 FEET, A TOTAL A DISTANCE OF 1,791.46 FEET TO A 3" CEDAR POST FOUND FOR CORNER;**

**THENCE SOUTH 69°12'04" EAST, A DISTANCE OF 2,420.84 FEET TO A 3" METAL POST FOUND;**

**THENCE NORTH 00°11'14" EAST, A DISTANCE OF 1,427.36 FEET TO A MAG-NAIL SET FOR CORNER IN THE RIGHT-OF-WAY OF COUNTY ROAD 4522 (A VARIABLE WIDTH RIGHT-OF-WAY);**

**THENCE NORTH 89°39'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 828.76 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING";**

**THENCE SOUTH 00°51'18" WEST, A DISTANCE OF 1,781.62 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTH COMMON CORNER OF SAID SHOOP TRACT AND A TRACT OF LAND DESCRIBED TO NEELY TRUST BY DEED RECORDED IN DENTON COUNTY CLERK'S FILE NUMBER 2019-147648;**

**THENCE NORTH 89°53'03" EAST, WITH THE COMMON LINE OF SAME TRACTS, A DISTANCE OF 1,277.27 FEET TO A FENCE POST FOUND FOR CORNER;**

**THENCE SOUTH 00°54'20" WEST, A DISTANCE OF 1,423.60 FEET TO A 3/8-INCH IRON ROD FOUND;**

**THENCE SOUTH 83°27'58" EAST, A DISTANCE OF 47.61 FEET TO A 3/8-INCH IRON ROD FOUND;**

**THENCE SOUTH 01°57'03" WEST, A DISTANCE OF 151.93 FEET TO A 3/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SCENIC RIDGE ADDITION, AS SHOWN BY PLAT RECORDED IN CABINET V, PAGE 189 OF SAID OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS;**

**THENCE SOUTH 02°05'11" WEST, WITH THE WEST LINE OF SAID ADDITION, A DISTANCE OF**

2,750.79 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND (ILLEGIBLE) FOR THE SOUTHWEST CORNER OF SAME;

THENCE SOUTH 88°09'28" EAST, WITH THE SOUTH LINE OF SAID ADDITION, A DISTANCE OF 2,607.68 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAME;

THENCE WITH THE EASTERLY LINE OF SAID SHOOP TRACTS, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02°05'20" WEST, A DISTANCE OF 1,239.69 FEET TO A 3/8-INCH IRON ROD FOUND;

NORTH 87°55'48" WEST, A DISTANCE OF 2,607.02 FEET;

NORTH 86°29'00" WEST, A DISTANCE OF 146.47 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND;

SOUTH 00°14'41" WEST, A DISTANCE OF 1,262.59 FEET TO A 1/2-INCH IRON ROD FOUND;

SOUTH 00°03'27" EAST, A DISTANCE OF 1,026.40 FEET TO A 3/8-INCH IRON ROD FOUND;

SOUTH 89°28'32" EAST, A DISTANCE OF 990.21 FEET TO A 3/8-INCH IRON ROD FOUND;

SOUTH 09°34'29" WEST, A DISTANCE OF 2,364.53 FEET TO A 60D NAIL FOUND;

SOUTH 89°01'10" EAST, A DISTANCE OF 423.02 FEET TO A FENCE POST FOUND;

SOUTH 00°36'25" EAST, A DISTANCE OF 3,083.82 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING" IN THE RIGHT-OF-WAY OF B. JUDGE LANE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 89°54'39" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1,019.80 FEET TO A 1/2-INCH IRON ROD FOUND IN THE RIGHT-OF-WAY OF COUNTY LINE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 00°13'30" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 3,795.83 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND;

THENCE NORTH 88°59'01" WEST, A DISTANCE OF 1,881.59 FEET TO A 1-INCH IRON ROD FOUND IN CONCRETE;

THENCE SOUTH 00°32'27" EAST, A DISTANCE OF 1,023.70 FEET TO A 2-INCH IRON PIPE FOUND;

THENCE NORTH 87°07'08" WEST, A DISTANCE OF 498.85 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "TED WARD" FOUND;

THENCE SOUTH 00°00'56" WEST, A DISTANCE OF 1,010.24 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "OWEN SURV 5560" FOUND IN THE RIGHT-OF-WAY OF BROCK LANE (A 60-FOOT-WIDE RIGHT-OF-WAY);

THENCE SOUTH 89°47'41" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 347.85 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING";

THENCE SOUTH 00°02'52" WEST, A DISTANCE OF 656.49 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 89°48'21" WEST, A DISTANCE OF 55.44 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 00°41'20" EAST, A DISTANCE OF 2,659.86 FEET TO A 60D NAIL FOUND ON THE NORTH RIGHT-OF-WAY LINE OF FM HIGHWAY NO. 407 (A 90-FOOT-WIDE RIGHT-OF-WAY);

THENCE SOUTH 89°47'35" WEST, WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 1,026.82 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE NORTH 00°41'56" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2,672.91 FEET TO A 1-1/4-INCH IRON PIPE FOUND;

THENCE NORTH 89°31'32" WEST, A DISTANCE OF 1,024.14 FEET TO A 1/2-INCH IRON ROD FOUND;

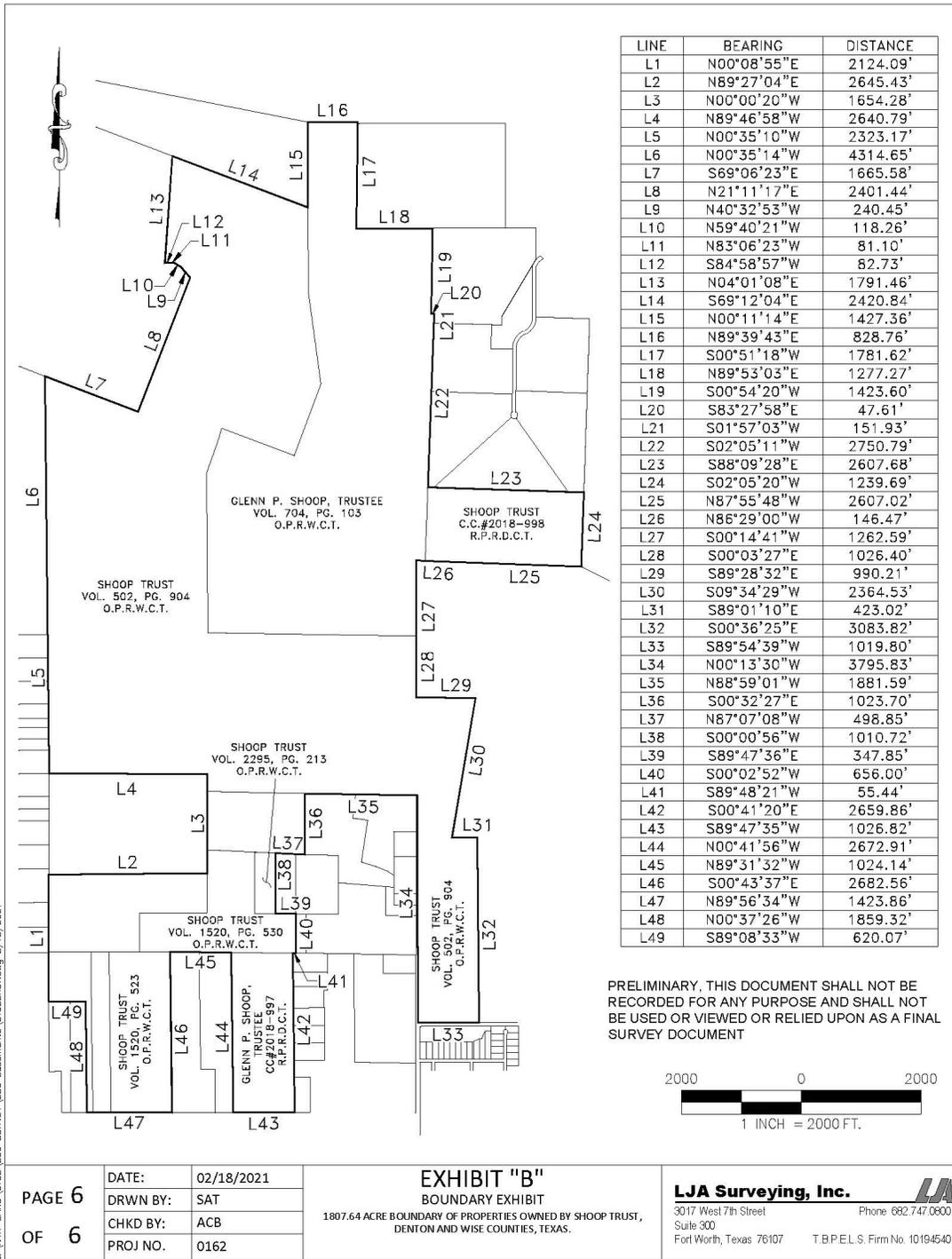
THENCE SOUTH 00°43'37" EAST, A DISTANCE OF 2,682.56 FEET TO A 60D NAIL IN A 10-INCH POST FOUND FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY No. 407;

THENCE NORTH 89°56'34" WEST, WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,423.86 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING";

THENCE NORTH 00°37'26" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,859.32 FEET TO A 1/2-INCH IRON ROD FOUND;

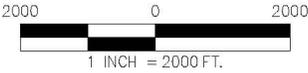
THENCE SOUTH 89°08'33" WEST, A DISTANCE OF 620.07 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 1,807.639 ACRES (78,740,760 SQ. FEET) OF LAND.

# Shoop Ranch PD Zoning Tree Preservation



LINE	BEARING	DISTANCE
L1	N00°08'55"E	2124.09'
L2	N89°27'04"E	2645.43'
L3	N00°00'20"W	1654.28'
L4	N89°46'58"W	2640.79'
L5	N00°35'10"W	2323.17'
L6	N00°35'14"W	4314.65'
L7	S69°06'23"E	1665.58'
L8	N21°11'17"E	2401.44'
L9	N40°32'53"W	240.45'
L10	N59°40'21"W	118.26'
L11	N83°06'23"W	81.10'
L12	S84°58'57"W	82.73'
L13	N04°01'08"E	1791.46'
L14	S69°12'04"E	2420.84'
L15	N00°11'14"E	1427.36'
L16	N89°39'43"E	828.76'
L17	S00°51'18"W	1781.62'
L18	N89°53'03"E	1277.27'
L19	S00°54'20"W	1423.60'
L20	S83°27'58"E	47.61'
L21	S01°57'03"W	151.93'
L22	S02°05'11"W	2750.79'
L23	S88°09'28"E	2607.68'
L24	S02°05'20"W	1239.69'
L25	N87°55'48"W	2607.02'
L26	N86°29'00"W	146.47'
L27	S00°14'41"W	1262.59'
L28	S00°03'27"E	1026.40'
L29	S89°28'32"E	990.21'
L30	S09°34'29"W	2364.53'
L31	S89°01'10"E	423.02'
L32	S00°36'25"E	3083.82'
L33	S89°54'39"W	1019.80'
L34	N00°13'30"W	3795.83'
L35	N88°59'01"W	1881.59'
L36	S00°32'27"E	1023.70'
L37	N87°07'08"W	498.85'
L38	S00°00'56"W	1010.72'
L39	S89°47'36"E	347.85'
L40	S00°02'52"W	656.00'
L41	S89°48'21"W	55.44'
L42	S00°41'20"E	2659.86'
L43	S89°47'35"W	1026.82'
L44	N00°41'56"W	2672.91'
L45	N89°31'32"W	1024.14'
L46	S00°43'37"E	2682.56'
L47	N89°56'34"W	1423.86'
L48	N00°37'26"W	1859.32'
L49	S89°08'33"W	620.07'

PRELIMINARY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT



S:\VTK-LAND\0162\300 SURVEY\286 Easements\0162E\01.dwg 2/18/2021

PAGE 6 OF 6	DATE:	02/18/2021
	DRWN BY:	SAT
	CHKD BY:	ACB
	PROJ NO.	0162

**EXHIBIT "B"**  
BOUNDARY EXHIBIT  
1807.64 ACRE BOUNDARY OF PROPERTIES OWNED BY SHOOP TRUST,  
DENTON AND WISE COUNTIES, TEXAS.

**LJA Surveying, Inc.**  
3017 West 7th Street Phone 882.747.0800  
Suite 300  
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# Shoop Ranch PD Zoning Tree Preservation

## EXHIBIT C CONCEPTUAL PLAN



# Shoop Ranch PD Zoning Tree Preservation

## Exhibit D Single Family Summary Table

# Shoop Ranch PD Zoning Tree Preservation

## Exhibit E Shoop Ranch Tree Preservation Regulations

### TREE PRESERVATION AND MITIGATION

#### A. Purpose and intent.

The purpose of this division is to encourage the preservation of mature trees and natural areas, to preserve protected trees during construction, and to provide for the removal of protected trees when necessary. It is the intention of the city to:

- (1) Prohibit the indiscriminate clearing of property unless required as part of the grading necessary to develop neighborhood areas;
- (2) Protect and increase the value of residential and commercial properties within the city;
- (3) Maintain and enhance a positive image for the attraction of new businesses and residents to the city;
- (4) Protect healthy mature trees and promote the natural ecological, environmental and aesthetic qualities of Shoop Ranch; and
- (5) Preserve the rural forested character of portions of Shoop Ranch.

#### B. Applicability.

##### (a) *Protected trees.*

- (1) A protected tree is any tree that has a trunk caliper of six inches or more, as measured 4.5 feet above natural grade level, and is not one of the following species:
  - a. *Prosopis glandulosa* (Mesquite)
  - b. *Gleditsia triacanthos* (Honey Locust)
  - c. *Ailanthus altissima* (Tree of Heaven).
  - d. *Alibizzia julibrissen* (Mimosa).
  - e. *Maclura pomifera* (female only) Bois d'Arc.
  - f. *Melia azeoarach* (Chinaberry).
  - g. *Salix nigra* (Black Willow).
  - h. *Celtis occidentalis laevigata* (Hackberry).
- (2) A person must not, directly or indirectly, cut down, destroy, move or remove, or effectively destroy through damaging, any protected tree situated on property regulated by this division without first obtaining a tree removal permit unless otherwise specified in this division.

##### (b) *Properties requiring a tree removal permit.* All public or private properties, including rights-of-way, public easements, franchises and utility easements, shall be subject to a tree removal permit.

##### (c) *Exceptions.*

- (1) *Residential properties.* A residence used as an owner-occupied homestead shall be exempt from the tree protection and replacement requirements of this chapter as it pertains to that residential property. However, this exemption does not apply to existing trees located within a roadway landscape zone on or adjacent to that property, or to undeveloped single-family property. A tree removal permit shall be required any time the clearing of trees is required to perform the grading necessary to develop neighborhood areas.

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- (2) *Identified on an approved landscape plan.* A tree removal permit shall not be required for the removal of a protected tree if the protected tree to be removed is shown and noted as such on an approved landscape plan, and on construction plans approved by the building official.
- (3) *Public safety.* A tree removal permit shall not be required if a tree endangers the public health, welfare or safety, and immediate removal is required as determined in writing by an official of the city.
- (4) *Utility service disruption.* A tree removal permit shall not be required if a tree has disrupted a public utility service due to a tornado, storm, flood or other act of God. Removal shall be limited to the portion of the tree reasonably necessary to reestablish and maintain reliable utility service.

### C. Tree replacement requirements.

- (a) *Replacement trees.* In the event that a tree removal permit is granted, the applicant shall replace the protected trees being removed with trees listed in the city's approved plant list. A sufficient number of trees shall be planted to equal, in caliper, the diameter of the tree removed. Replacement trees shall be a minimum of three-inch caliper measured 12 inches from the ground, and ten feet in height when planted.
- (b) *Replacement procedures.* Replacement trees shall be located on the subject site whenever possible. However, if this is not feasible, the building official has the authority to allow the planting to take place on another property.
- (c) *Reforestation fund.* If approved by the building official, the applicant, in lieu of compliance with this division, may make a payment into the reforestation fund, which shall be a special account administered by the city. The funds shall be used only for purchasing, planting and maintaining trees on public property, acquiring equipment that may be used for the planting, protecting or preservation of trees, or for acquiring and preserving wooded property. The amount of payment required shall be calculated based on current market prices for the cost of acquiring, planting and maintaining a tree(s) of equivalent caliper size of tree being removed for a period of one year.

### D. Tree protection.

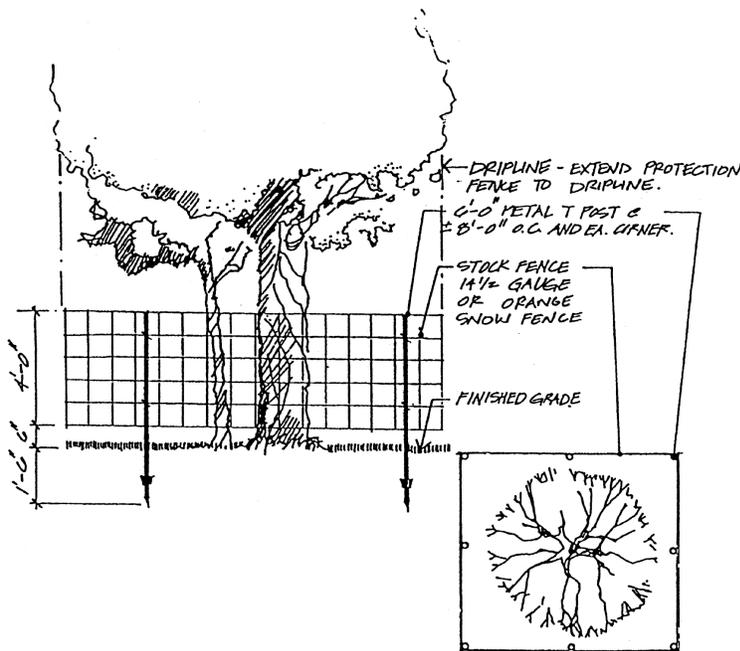
The following procedures are required to protect all protected trees which have not been approved for removal.

- (1) *Construction plan requirements.* In order to ensure that contractors adequately protect trees during construction, the following shall be required as a part of all construction plans submitted to the city unless determined otherwise by the building official.
  - a. *Tree survey and protection plan.* A tree protection plan shall include the following at a minimum:
    1. Graphic exhibits required for a tree removal application.
    2. A graphics legend to be used throughout the plans for the purposes of showing the following: trees to be flagged, protective fencing, trees requiring bark protection, boring, and areas of cut and fill impacting protected trees.
    3. Graphic tree exhibit showing the trees being removed and being preserved, and the features of those trees, including the critical root zone, trunk, canopy, drip line and caliper.
    4. Graphic exhibits showing methods of protection to include snow fences, boarded skirts, etc.
    5. Graphic exhibits showing construction methods to include grade changes, boring, trenching, etc. All requirements of the tree preservation ordinance shall be shown graphically on all applicable sheets within the construction plans.
  - b. *Landscape plan.* The Tree Survey and Protection Plan must be accompanied by the landscape plan.

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- (2) *Prior to construction.* Unless otherwise approved in writing by the building official, the following procedures shall be followed on all construction projects:
- a. *Tree flagging.* All protected trees on the subject property within 50 feet of a construction area or surface improvements such as driveways and walks, shall be flagged with bright fluorescent orange vinyl tape wrapped around the main trunk at a height of four feet or more, such that the tape is very visible to workers operating construction equipment.
  - b. *Open space flagging.* All trees or groups of trees within areas intended to be saved as open space shall be enclosed with fluorescent orange tape along all areas of possible access or intrusion by construction equipment. Tape shall be supported at a minimum of 25-foot intervals by wrapping trees or utilizing another approved method. Single incident access for the purposes of clearing underbrush is allowed.
  - c. *Protective fencing.* In those situations where a protected tree is so close to the construction area that construction equipment will infringe on the root system, a protective fencing may be required between the tree and the construction activity.
  - d. *Bark protection.* In situations where a protected tree remains in the immediate area of intended construction, the tree shall be protected by enclosing the entire circumference of the tree with two-inch by four-inch lumber encircled with wire or other means that do not damage the tree. This will protect the bark of the tree against incidental contact by large construction equipment.

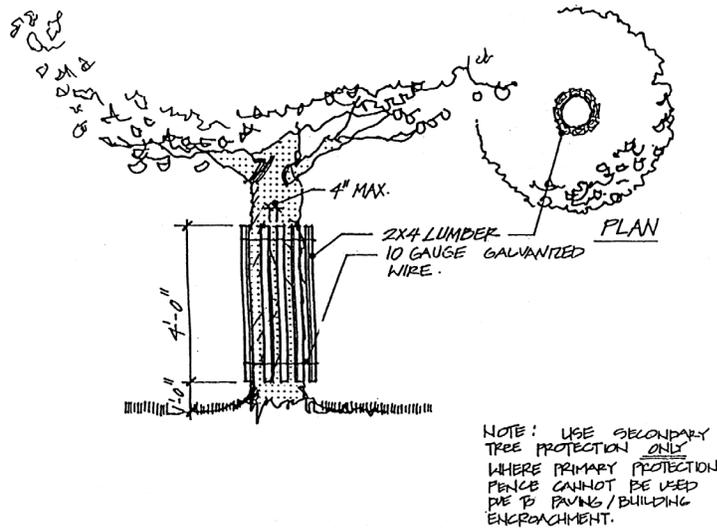
FIGURE 1 PRIMARY TREE PROTECTION



## Primary Tree Protection

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FIGURE 2 SECONDARY TREE PROTECTION



## Secondary Tree Protection

- (3) *Prohibited activities adjacent to trees.* The following activities shall be prohibited within the limits of the critical root zone of any protected tree subject to the requirements of this division.
- Material storage.* No materials intended for use in construction, or waste materials accumulated due to excavation or demolition, shall be placed within the limits of the critical root zone of any protected tree.
  - Equipment cleaning/liquid disposal.* No equipment shall be cleaned, or other materials or liquids deposited or allowed to flow over land within the limits of the critical root zone of a protected tree. This includes, without limitation, paint, oil, solvents, asphalt, concrete, mortar or similar materials.
  - Tree attachments.* No signs, wires, or other attachments other than those of a protective nature shall be attached to any protected tree.
  - Vehicular traffic.* No vehicular and/or construction equipment traffic or parking shall take place within the limits of the critical root zone of any protected tree other than on an existing paved street or parking lot. This restriction does not apply to single incident access within the critical root zone for purposes of clearing underbrush, establishing the building pad and associated lot grading, vehicular traffic necessary for routine utility maintenance or emergency restoration of utility service or routine mowing operations.
  - Grade changes.* No grade changes in excess of two inches (cut or fill) shall be allowed within the limits of the critical root zone of any protected tree unless adequate construction methods are utilized which have been approved by the building official.
  - Impervious paving.* No paving with asphalt, concrete or other impervious materials in a manner which may reasonably be expected to kill a tree shall be placed within the limits of the critical root zone of a protected tree except as otherwise allowed in this division.
- (4) *Permanent construction methods.*
- Boring.* Boring of utilities under protected trees may be required in certain circumstances. When required, the length of the bore shall be at a minimum the width of the critical root zone, and shall be at a minimum depth of 48 inches.

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- b. *Grade change.* Grade changes within the critical root zone of a protected tree should not exceed two inches. If more than 25 percent of the critical root zone is disturbed by trenching or a grade change greater than two inches, the applicant may be required to prune the root zone or tree canopy in accordance with industry standards, or take some other mitigative measure to help preserve the health of the tree.
  - c. *Trenching.* All trenching shall be designed to avoid crossing the critical root zone of any protected tree.
  - d. *Root pruning.* It is recommended that all roots two inches or larger in diameter which are exposed as a result of trenching or other excavation, shall be cut off square with a sharp, medium tooth saw and covered with pruning compound within two hours of initial exposure.
- (5) *Preserved tree criteria.* A protected tree shall be considered to be preserved only if a minimum of 75 percent of the critical root zone is maintained at undisturbed natural grade and no more than 25 percent of the canopy is removed due to building encroachment.

### E. Tree pruning.

- (a) *Generally.* No protected tree shall be pruned in a manner which significantly disfigures the tree or in a manner which would reasonably lead to the death of the tree.
- (b) *Permit requirements.* All franchise utility companies shall be required to maintain a set of pruning specifications (updated annually) at the city to be followed by all pruning contractors working for the company within the city. Prior to beginning any pruning not requested by the owner of the tree, the contractor shall submit to the city an application for a pruning permit for approval.
- (c) *Allowed pruning.*
  - (1) *Pruning for construction.* The building official may approve pruning of a protected tree in cases where a protected tree must be pruned to remove branches broken during the course of construction, or where protected trees must be strategically pruned to allow construction of a structure. When allowed, all pruning shall be in accordance with approved arboricultural techniques.
  - (2) *Normal maintenance.* Normal pruning required to promote tree health and vitality is permitted provided, however, that such pruning does not remove greater than ten percent of the tree mass.
- (d) *Required pruning.* The owners of any tree adjacent to a public right-of-way shall be required to maintain a minimum clearance of 12 feet above the traveled surface or curb of a public street or open space trail. The city shall also have the right to prune trees overhanging the public right-of-way as necessary to preserve the public safety.

### F. Tree planting.

- (a) *Overhead lines.* Replacement trees shall not be planted in a location where the mature canopy of the tree will interfere with overhead utility lines.
- (b) *Underground and surface utilities.* Replacement trees shall not be planted in a location where the mature root zone of the tree will interfere with underground public utility lines. No trees shall be planted within ten feet of a fire hydrant.

### G. Tree removal permit review and approval.

- (a) *Submittal requirements.*
  - (1) *Tree removal permit.* A request for a tree removal permit must be submitted and approved prior to the removal of any protected tree in the city unless the tree is exempt under a provision of this division.
  - (2) *Tree removal application.* All requests for tree removal permits must be accompanied by a tree removal application and a graphic exhibit showing at least the following items:
    - a. Appropriate title (i.e., tree removal permit exhibit);

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- b. Title block includes street address, lot and block, subdivision name, city and date of preparation;
- c. North arrow, graphic and written scale in close proximity;
- d. Name, address and phone of owner and person preparing the exhibit;
- e. Location of all right-of-way lines and public easements within 50 feet of the tree proposed for removal;
- f. Location of all buildings, structures, pools, parking, and other improvements which are existing or intended on the lot easements within 50 feet of the tree proposed for removal;
- g. Areas of proposed cut/fill, and the drainage flow line, if applicable;
- h. Limits of construction line shown, if applicable;
- i. Location of all protected trees and thicket boundaries within 50 feet of any construction area, with a description of the size and types of trees;
- j. The location of all protected trees which are to be removed;
- k. Caliper (4.5 feet from ground), Latin and common name of tree to be removed; and
- l. Location of any required replacement trees shown with caliper size and common name of tree.

These requirements may be modified by the building official as needed to administer this division. An aerial photograph may be allowed if it clearly meets these requirements.

- (3) *Application for two or less trees.* Notwithstanding subsection (a)(2) of this section, a property owner desiring to remove up to two protected trees may submit a simplified application by submitting a letter stating the reason for removing the tree, and identifying the tree to be removed on a plot plan or aerial photograph of the site, along with the caliper, species and a photograph of the tree to be removed.
- (b) *Authority for review of application.* Upon receipt of the permit application, the building official, based on a recommendation of the city's landscape architect, may take one of the following actions:
  - (1) *Deferral of decision.* The building official may defer the approval of a tree removal permit to the planning and zoning commission for any reason. All decisions made by the planning and zoning commission shall be final.
  - (2) *Approval.* The building official shall issue a tree removal permit if it is determined that:
    - a. The tree constitutes a hazard to life or property which cannot be reasonably mitigated without removing the tree;
    - b. The tree is dying, dead, or diseased to the point that restoration is not practical; or
    - c. All reasonable efforts have been made to avoid removing the tree for the development and removal cannot be avoided.
  - (3) *Refusal.* The building official shall deny a tree removal permit if it is determined that:
    - a. Removal of the tree is not reasonably required in order to conduct anticipated activities; or
    - b. A reasonable accommodation can be made to preserve the tree.
- (c) *Appeal of decision.* Any decision made by the building official may be appealed to the planning and zoning commission. All decisions made by the planning and zoning commission shall be final.
- (d) *Permit expiration.* Tree removal permits for tree removal issued in connection with a building permit or site plan shall be valid for the period of that building permit's or site plan's validity. A permit for tree removal not issued in connection with a building permit or a site plan shall become void 180 days after the issue date on the permit.

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### H. Enforcement.

- (a) *Developer's agreement.* All developer's agreements shall state that all construction activities shall meet the requirements of the tree preservation ordinance (this division).
- (b) *Construction permits.* Prior to issuance of a permit to do site work, a tree survey, a tree protection plan and a landscape plan for the development shall be approved. These plans may be combined on one or more drawings.
- (c) *Building permit.* No building permit shall be issued unless the applicant signs an application or permit request, or a statement, that binds the applicant to ensuring that all construction activities shall meet the requirements of this division. The building official shall make a copy of this division and other relevant city policies available to the applicant.
- (d) *Acceptance of improvements.* No acceptance of public improvements shall be authorized until all required to be paid in accordance with this division have been paid to the city.
- (e) *Certificate of occupancy.* No certificate of occupancy shall be issued until all fees required to be paid in accordance with this division have been paid to the city.

# Shoop Ranch PD Zoning Approved Plant List

## Exhibit F Shoop Ranch Approved Plant List

### Section 1. - General plant list.

Common Name	Scientific Name
TREES	
Texas Buckeye*	Aexculus arguta
Chittamwood*	Burnelia lanuginosa
Catalpa**	Catalpa bignoniodes
Pecan*	Carya illinoensis
Hackberry*	Celtis bignoniodes
Leyland Cypress	Cupressocypads leylandi
Common Persimmon*	Diospyros virginiana
Green Ash*	Fraxinus pennsytvanica
Texas Ash*/**	Fraxinus texenis
Ginkgo	Ginkgo biloba
Eastern Red Cedar*	Juniperus virginiana
Golden Rain Tree	Koelreuteria paniculata
Sweetgum	Liquidambar styracifiua
Southern Magnolia	Magnolia grandiflora
Chinaberry**	Melia azedarach
Eldarica Pine	Pinus eldarica
Chinese Pistache	Pistacia chinensis
American Sycamore*	Platanus occidentalis
Eastern Cottonwood*	Populus deitoides
Escarpment Black Cherry	Prrunus serotina eximia
Blackjack Oak*	Quercus marilandica
Bur Oak*	Quercus macrocarpa
Chinquapin Oak*	Quercus muhlenbergii
Live Oak*	Quercus virginiana
Post Oak*	Quercus stellata
Shummard Red Oak*	Quercus shumardii
Texas Red Oak*	Quercus texana

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Western Soapberry*	Sapindus drummondii
Chinese Tallowtree	Sapium sebiferum
Bald Cypress	Taxodium distichum
Cedar Elm*	Ulmus crassifolia
Lacebark Elm	Ulmus parvifolia
Foster Holly	Ilex xattenuata `Fosteri`

## Shoop Ranch PD Zoning Approved Plant List

Common Name	Scientific Name
ORNAMENTAL TREES	
Texas Redbud*	<i>Cercis canadensis</i> var. <i>Texensis</i>
Mexican Redbud*	<i>Cercis canadensis</i> var. <i>Mexicana</i>
Oklahoma Redbud	<i>Cercis reniformis</i> var. <i>Oklahoma</i>
Desert Willow*	<i>Chilopsis linearis</i>
Roughleaf Dogwood	<i>Cornus drummondii</i>
Dogwood	<i>Cornus florida</i>
Texas Persimmon*	<i>Diospyros texana</i>
Russian Olive	<i>Elaeagnus angustifolia</i>
Yaupon Holly	<i>Ilex vomitoria</i>
Golden Rain Tree	<i>Koelreuteria paniculata</i>
Crape Myrtle	<i>Lagerstroemia indica</i>
Crabapple	<i>Malus</i> spp.
Wax Myrtle*	<i>Myrica cerifera</i>
Jerusalem Thorn	<i>Parkinsonia aculeata</i>
Carolina Cherry Laurel	<i>Prunus carolina</i>
Purpleleaf Plum	<i>Prunus cerasifera</i>
Mexican Plum*	<i>Prunus mexicana</i>
Flowering Peach	<i>Prunus persica</i>
Callery Pear cultivar	<i>Pyrus calleryana</i>
Carolina Buckthorn*	<i>Rhamnus caroliniana</i>
Flameleaf Sumac*	<i>Rhus copallina</i>
Prairie Flameleaf Sumac*	<i>Rhus lanceolata</i>
Eve's Necklace*	<i>Sophora affinis</i>
Mexican Buckeye*	<i>Ungnadia speciosa</i>
Rusty Blackhaw*	<i>Viburnum rufidulum</i>

## Shoop Ranch PD Zoning Approved Plant List

SHRUBS	
Glossy Abelia	Abelia grandiflora
Century Plant	Agave spp.
Indigobush Amopha*	Amorpha fruticosa
Aucuba	Aucuba japonica spp.
Texas Barberry (Mahonia)*	Berberis (Mahonia) swaseyi
Japanese Barberry	Berberis thunbergil
Littleleaf Boxwood	Buxus microphylla
American Beautyberry*	Callicarpa americana
Flowering Quince	Chaenomeles lagnearia
Cotoneaster	Cotoneaster spp.
Elaeagnus	Elaeagnus pungens
Euonymus	Euonymus spp.
Japanese Fatsia	Fatsia japonica
Forsythia	Forsythia x intermedia
Red Yucca*	Hesperaloe parviflora
Holly	Ilex spp.
Juniper	Juniper spp.
Crape Myrtle	Lagerstroemia indica
Texas Sage	Leucophyllum frutescens
Wax Leaf Ligustrum	Ligustrum japonicum
Jap Ligustrum	Ligustrum lucidum
White Honeysuckle Bush*	Lonicera albiflora
Mahonia	Mahonia spp.
Chinese Photinia	Photinia serrulata
Pittosporum	Pittosporum spp.
Indian Hawthorn	Raphiolepis indica
Azaleas	Rhododendron spp.
Fragrant Sumac*	Rhus aromalica
Smooth Sumac*	Rhus glabra
Spiraea	Spiraea spp.
Mountain Sage*	Salvia regla

**Shoop Ranch PD Zoning Approved Plant List**

Cleyera	Temstroemia gymnanthera
Viburnum	Viburnum spp.
Yucca*	Yucca spp.

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GROUNDCOVER	
Ajuga	Ajuga reptans
Artemesia*	Artemesia ludovicana
Horseherb*	Calyptocarpis vialis
Frogfruit*	Phyla nodiflora
Oklahoma Pm*	Prunus gracilis
Turk's Gap*	Malvaviscus drummondli
Coralberry*	Symphoricarpus orbiculatus
Purple Wintercreeper	Euonymus fortunei coloratus
English Ivy	Hedera helix
Lilyturf	Liriope muscari spp.
Honeysuckle	Lonicera japonica spp.
Monkey Grass	Ophiopogon japonicum
Japanese Starjasmine	Trachelospermum asiaticum
Bigleaf Periwinkle	Vinca major
Dwarf Periwinkle	Vinca minor
Creeping Liriope	Liriope spicata

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VINES	
Crossvine*	Bignonia capreolata
Trumpet Vine*	Campsis radicans
Carolina Jessamine*	Gelsemium sempervirens
Coral Honeysuckle*	Lonicera sempervirens
Virginia Creeper*	Parthenocissus quinquefolia
Climbing Prairie Rose*	Rosa setigera
Mountainrose Coralvine	Antigonon leptopus
Wax Myrtle	Myrica cerifera
Nandina	Nandina domestica spp.
Fraser's Photinia	Photinia x fraseri
Sweet Autumn Clematis	Clematis paniculata
English Ivy	Hedera helix
Japanese Creeper (Boston Ivy)	Parthenocissus tricuspidata
Lady Banksia Rose	Rosa banksiae
Chinese Wistaria	Wistaria sinensis

## Shoop Ranch PD Zoning Approved Plant List

GRASSES	
Big Bluestem*	Andropogon gerardii
Brushy Bluestem*	Andropogon glomeratus

### Section 2. - Special plant list.

#### A. Shoop Ranch edge open space zones:

	Common Name	Scientific Name
1.	<i>Primary tree species: (60% use)</i>	
	Shumard Red Oak*	Quercus shumardii
	Bur Oak*	Quercus macrocarpa
	Leyland Cypress	Cupressocyparis leylandii
	Pines	Pines spp. (use only in low ph sandy soils)
2.	<i>Secondary tree species: (40% use)</i>	
	Cedar Elm*	Ulnus crassifolia
	Live Oak	Quercus virginiana
	Blackjack Oak*	Quercus marilandica
	Texas Ash*	Fraxinus texensis
	Pecan*	Carya illinoensis
	Sumac—Prairie Flameleaf*	Rhus lanceolata
	Desert Willow*	Chilopsis linearis
	Red Bud	Cercis canadensis
3.	<i>Grass</i>	
	Buffalo Grass*	Buchide dactyloires
4.	<i>Wildflowers: Group Type "A"</i>	
	Texas Bluebonnet	Lupinus texensis
	Indian Blanket	Gaillardia pulchella
	Plains Coreopsis	Coreopsis tinctoria
	Lemon Mint	Monarda citriodora
	Drummond Phlox	Phlox drummondli
	Lance-Leaf Coreopsis/Tickseed	Coreopsis lanceolata
	Cornflower	Centaurea cyanus

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	Scarlet Flax	Linum rubrum
	Mexican Hat	Ratibida columnaris
	Purple Coneflower	Echinacea purpurea
	Ox-Eyed Daisy	Chrysanthemum leucanthemum
	Black-Eyed Susan	Rudbeckia hirta
	Splitbeard Bluestem*	Andropogon ternarius
	Sideoats Grama*	Bouteloua curtipendula
	Inland Seaoats*	Chasmanthium latifolium
	Common Bermuda Grass	Cynodon dactylon
	Seep Muhly*	Muhlenbergia reverchonii
	Alamo Switch Grass*	Panicum virgatum 'Alamo'
	Little Bluestem (local)*	Schizachyrium scoparium
	Lometa Indian Grass*	Sorghastrum nutans 'Lometa'
	St. Augustine	Stenotaphrum secundatum var. Raleigh
	Eastern Gama Grass*	Tripsacum dactyloides

### B. Major Streets:

	Common Name	Scientific Name
1.	<i>Primary tree species</i> planted in loose groves (natural tree grouping) on shoulders and medians: (60% use)	
	Post Oak*	Quercus stellata
	Cedar Elm*	Ulnus crassfolia
	Shumard Red Oak*	Quercus shumardii
	American Sycamore*	Platanus occidentalis
	Red Bud*	Cercis canadensis
	Possumhaw*	Ilex decidua
2.	<i>Secondary tree species</i> planted in loose grooves (natural tree grouping) on shoulders and medians: (40% use)	
	Texas Red Oak*	Quercus texana
	Texas Ash*	Fraxinus texensis
	Eastern Cottonwood*	Populus deltoides
	Bald Cypress	Taxodium distichum

## Shoop Ranch PD Zoning Approved Plant List

	Lacebark Elm	Ulnus parvifolia
	Desert Willow*	Chilopsis linearis
	Yaupon Holly*	Ilex vomitoria
	Wax Myrtle*	Myrica cerifera
	Prairie Flameleaf Sumac*	Rhus lanceolata
3.	<i>Grass</i>	
	Buffalo Grass*	Buchloe dactyloires
4.	<i>Wildflowers: Group Type "B"</i>	
	Moss Verbena	Verbena tenuisecta
	Showy Primrose	Oenothera speciosa
	Texas Paintbrush	Castilleja indivisa
	Johnny-Jump-Up	Viola cornuta
	Drummond Phlox	Phlox drummondii



In the worksession, the Council received a presentation from Rockhill Investments & Capital regarding a proposed master planned community on the Shoop Ranch. Staff has prepared an agreement with Rockhill that provides for reimbursement of professional service fees generated by the city in reviewing the proposed development, including attorney, planner, and engineering fees. Rockhill has executed the agreement and presented the city with a \$50,000 deposit for the city expenditures upon approval of this agreement.

Further, staff is asking for the authorization of the Council to enter into negotiations regarding the Shoop Ranch development, including: a planned district zoning ordinance (PD), a public improvement district (PID), and a development agreement that will be presented to the Council in future meetings for input and possible action.

**Financial Information:**

N/A

**City Contact and Recommendation:**

Ben Nibarger, City Administrator

Staff recommends that Council approve the resolution.

**Attachments:** *The attachments to this document are for reference only; the official documents will be executed and delivered to the City Hall no later than Monday, March 15th, 2021.*

Petition

Resolution

Opinion of Probable Costs

CITY OF NEW FAIRVIEW, TEXAS

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS AUTHORIZING AND CREATING THE SHOOP RANCH PUBLIC IMPROVEMENT DISTRICT NO. 1 IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of New Fairview, Texas (the “*City*”), is authorized under Chapter 372 of the Texas Local Government Code (the “*Act*”), to create a public improvement district within the corporate limits and the extraterritorial jurisdiction of the City; and

**WHEREAS**, on March 15, 2021, (1) Glenn and Louise Shoop Family Limited Partnership, Ltd., (2) The Merilou Shoop Love Trust, (3) The Nancy Shoop Caver Trust, (4) The Aaron Paul Shoop Appointive Trust, (5) The Matthew Tyler Shoop Appointive Trust, (6) The Taylor Eastland Shoop Appointive Trust, (7) The Evan Alexandra Shoop Appointive Trust, (8) The Madison Lee Shoop Appointive Trust, and (9) The Logan Thomas Shoop Appointive Trust (collectively, the “*Petitioners*”) submitted and filed with the City Secretary of the City a petition (the “*Petition*”) requesting the establishment of a public improvement district for property within the corporate limits of the City; and

**WHEREAS**, the Petition requested the creation of the Shoop Ranch Public Improvement District No. 1 (the “*District*”), which District is located within the corporate limits of the City and more particularly described by metes and bounds in Exhibit A and depicted in Exhibit B (the “*Property*”) each attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the City Council of the City (the “*City Council*”) has investigated and determined that the facts contained in the Petition are true and correct; and

**WHEREAS**, after publishing notice in the *Wise County Messenger*, a newspaper of general circulation in the City, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, opened a public hearing on the advisability of the improvements on April 5, 2021, and after all interested parties were given the opportunity to speak, the City Council closed the public hearing.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to the City by the Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on April 5, 2021, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Capital Improvements (as described below). The Authorized Capital Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) **General Nature of the Authorized Capital Improvements.** The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by the Act that are necessary for the development of Property in the District, which public improvements may include, but not be limited to: (1) design, construction and other allowed costs related to street and roadway improvements, including related earthwork, sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, and rights-of-way; (2) design, construction and other allowed costs related to storm drainage improvements (3) design, construction and other allowed costs related to water, wastewater and drainage (including detention) improvements and facilities; (4) design, construction and other allowed costs related to erection of fountains, distinctive lighting and signs, and acquisition and installation of pieces of art; (5) design, construction and other allowed costs related to parks, open space, and recreational improvements, including trails, landscaping, and irrigation related thereto; (6) design, construction and other allowed costs related to off-street parking facilities, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage and rights-of-way; (7) design, construction

and other allowed costs related to projects similar to those listed in subsections (1) - (6) above authorized by the Act, including similar off-site projects that provide a benefit to the Property within the District; (8) payment of expenses related to the establishment of the District; (9) payment of expenses related to the collection of the assessments, including annual installments thereof; and (10) payment of expenses related to financing items (1) through (9), which may include, but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property, (items (1) through (10) are collectively defined as the “***Authorized Capital Improvements***”). These Authorized Capital Improvements promote the interests of the City and confer a special benefit upon the Property.

- (c) **Estimated Costs of the Authorized Capital Improvements and Apportionment of Costs.** The estimated total costs to design, acquire, construct, and improve the Authorized Capital Improvements, including payment of expenses to finance such public improvement projects such as eligible legal and financial fees and expenses incurred in the establishment, administration and operation of the District, is \$297,082,298 which costs shall be paid by assessments levied on the Property within the District. The City will not be obligated to provide any funds to finance the Authorized Capital Improvements, other than from assessments levied on the Property. The developer of the Property (the “***Developer***”) may also pay certain costs of the Authorized Capital Improvements from other funds available to the Developer.
- (d) **Boundaries of the District.** The District is proposed to include approximately 1,807.64 acres of land generally located on the north side of FM 407 at the intersection with County Line Road in the City of New Fairview, Texas; and, as more particularly described in the metes and bounds in Exhibit A and depicted in Exhibit B, each attached hereto.
- (e) **Proposed Method of Assessment.** The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in full at any time (including accrued and unpaid interest), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in

installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Capital Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness for those Authorized Capital Improvements (including interest).

(f) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Shoop Ranch Public Improvement District No. 1 is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Capital Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Capital Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Capital Improvements.

Section 5. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the *Wise County Messenger*, a newspaper of general circulation in the City. Effective upon the publication of such notice, the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

**DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
NEW FAIRVIEW THIS THE 5TH DAY OF APRIL, 2021.**

**CITY OF NEW FAIRVIEW**

---

Joe Max Wilson, Mayor

**ATTEST:**

---

Monica Rodriguez, City Secretary

**EXHIBIT A**  
**Metes and Bounds Description of the Property**  
**(approximately 1,807.64 acres)**

**METES & BOUNDS DESCRIPTION**

BEING A 1807.64 ACRE TRACT OF LAND SITUATED IN THE SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 744, I. DAVIS SURVEY, ABSTRACT No. 247, J. BEEBE SURVEY, ABSTRACT NO. 56, T. SAMUEL SURVEY, ABSTRACT NO. 757 AND THE J. C. BATEMAN SURVEY, ABSTRACT NO. 1154, WISE COUNTY, TEXAS AND THE T. SAMUEL SURVEY, ABSTRACT NO. 1148, JC BRUMLEY SURVEY, ABSTRACT NO. 1581, M.E.P. & P. RR. CO. SURVEY, ABSTRACT NO. 914, W. CHAMBERS SURVEY, ABSTRACT NO. 1520, AND THE A. PULEN SURVEY, ABSTRACT NO. 1057, DENTON COUNTY, TEXAS, AND BEING ALL OF THOSE TRACTS OF LAND DESCRIBED TO SHOOP TRUST AND GLENN P. SHOOP, TRUSTEE BY DEEDS RECORDED IN VOLUME 502, PAGE 904; VOLUME 530, PAGE 523; VOLUME 1520, PAGE 530; VOLUME 2295, PAGE 213, OFFICIAL PUBLIC RECORDS, WISE COUNTY, TEXAS AND DOCUMENT No. 2018-997; DOCUMENT No. 2018-998, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 2" METAL POST FOUND FOR THE WESTERNMOST SOUTHWEST CORNER OF SAID SHOOP TRACT, SAME BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO RAUL A VARGAS AND D. PAULETTE LAYFIELD BY DEED RECORDED IN VOLUME 1146, PAGE 831 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 00°08'55" EAST, WITH THE WEST LINE OF SAID SHOOP TRACT, A DISTANCE OF 2,124.09 FEET TO A 2" METAL POST FOUND FOR CORNER, SAME BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO JOHN EDWARD JUDGE BY DEED RECORDED IN VOLUME 1216, PAGE 415 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 89°27'04" EAST, WITH THE SOUTH LINE OF SAID JUDGE TRACT, A DISTANCE OF 2,645.43 FEET TO A 2" METAL POST FOUND FOR THE SOUTHEAST CORNER OF SAME;

THENCE NORTH 00°00'20" WEST, WITH THE EAST LINE OF SAID JUDGE TRACT, A DISTANCE OF 1,654.28 FEET TO A 60D NAIL FOUND FOR THE NORTHEAST CORNER OF SAME;

THENCE NORTH 89°46'58" WEST, WITH THE NORTH LINE OF SAID JUDGE TRACT, A DISTANCE OF 2,640.79 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "OWEN SURV 5560" FOUND FOR CORNER;

THENCE NORTH 00°35'10" WEST, A DISTANCE OF 2,323.17 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "OWEN SURV 5560" FOUND FOR CORNER;

THENCE NORTH 00°35'14" WEST, A DISTANCE OF 4,314.65 FEET TO A FENCE POST FOUND FOR THE WESTERNMOST NORTHWEST CORNER OF SAID SHOOP TRACT;

THENCE SOUTH 69°06'23" EAST, A DISTANCE OF 1,665.58 FEET TO A FENCE POST FOUND;

THENCE NORTH 21°11'17" EAST, PASSING A 3/8-INCH IRON ROD FOUND FOR REFERENCE AT 2268.75 FEET, A TOTAL DISTANCE OF 2,401.44 FEET TO THE CENTERLINE OF OLIVER CREEK;

THENCE WITH THE CENTERLINE OF OLIVER CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 40°32'53" WEST, A DISTANCE OF 240.45 FEET;

NORTH 59°40'21" WEST, A DISTANCE OF 118.26 FEET;

NORTH 83°06'23" WEST, A DISTANCE OF 81.10 FEET;

SOUTH 84°58'57" WEST, A DISTANCE OF 82.73 FEET;

THENCE NORTH 04°01'08" EAST, PASSING A 3/8-INCH IRON ROD FOUND FOR REFERENCE AT 92.27 FEET, A TOTAL A DISTANCE OF 1,791.46 FEET TO A 3" CEDAR POST FOUND FOR CORNER;

THENCE SOUTH 69°12'04" EAST, A DISTANCE OF 2,420.84 FEET TO A 3" METAL POST FOUND;

THENCE NORTH 00°11'14" EAST, A DISTANCE OF 1,427.36 FEET TO A MAG-NAIL SET FOR CORNER IN THE

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**EXHIBIT A**  
**Metes and Bounds Description of the Property**  
**(approximately 1,807.64 acres)**

RIGHT-OF-WAY OF COUNTY ROAD 4522 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 89°39'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 828.76 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING";

THENCE SOUTH 00°51'18" WEST, A DISTANCE OF 1,781.62 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTH COMMON CORNER OF SAID SHOOP TRACT AND A TRACT OF LAND DESCRIBED TO NEELY TRUST BY DEED RECORDED IN DENTON COUNTY CLERK'S FILE NUMBER 2019-147648;

THENCE NORTH 89°53'03" EAST, WITH THE COMMON LINE OF SAME TRACTS, A DISTANCE OF 1,277.27 FEET TO A FENCE POST FOUND FOR CORNER;

THENCE SOUTH 00°54'20" WEST, A DISTANCE OF 1,423.60 FEET TO A 3/8-INCH IRON ROD FOUND;

THENCE SOUTH 83°27'58" EAST, A DISTANCE OF 47.61 FEET TO A 3/8-INCH IRON ROD FOUND;

THENCE SOUTH 01°57'03" WEST, A DISTANCE OF 151.93 FEET TO A 3/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SCENIC RIDGE ADDITION, AS SHOWN BY PLAT RECORDED IN CABINET V, PAGE 189 OF SAID OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 02°05'11" WEST, WITH THE WEST LINE OF SAID ADDITION, A DISTANCE OF 2,750.79 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND (ILLEGIBLE) FOR THE SOUTHWEST CORNER OF SAME;

THENCE SOUTH 88°09'28" EAST, WITH THE SOUTH LINE OF SAID ADDITION, A DISTANCE OF 2,607.68 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAME;

THENCE WITH THE EASTERLY LINE OF SAID SHOOP TRACTS, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02°05'20" WEST, A DISTANCE OF 1,239.69 FEET TO A 3/8-INCH IRON ROD FOUND;

NORTH 87°55'48" WEST, A DISTANCE OF 2,607.02 FEET;

NORTH 86°29'00" WEST, A DISTANCE OF 146.47 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND;

SOUTH 00°14'41" WEST, A DISTANCE OF 1,262.59 FEET TO A 1/2-INCH IRON ROD FOUND;

SOUTH 00°03'27" EAST, A DISTANCE OF 1,026.40 FEET TO A 3/8-INCH IRON ROD FOUND;

SOUTH 89°28'32" EAST, A DISTANCE OF 990.21 FEET TO A 3/8-INCH IRON ROD FOUND;

SOUTH 09°34'29" WEST, A DISTANCE OF 2,364.53 FEET TO A 60D NAIL FOUND;

SOUTH 89°01'10" EAST, A DISTANCE OF 423.02 FEET TO A FENCE POST FOUND;

SOUTH 00°36'25" EAST, A DISTANCE OF 3,083.82 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING" IN THE RIGHT-OF-WAY OF B. JUDGE LANE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 89°54'39" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1,019.80 FEET TO A 1/2-INCH IRON ROD FOUND IN THE RIGHT-OF-WAY OF COUNTY LINE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 00°13'30" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 3,795.83 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND;

THENCE NORTH 88°59'01" WEST, A DISTANCE OF 1,881.59 FEET TO A 1-INCH IRON ROD FOUND IN CONCRETE;

THENCE SOUTH 00°32'27" EAST, A DISTANCE OF 1,023.70 FEET TO A 2-INCH IRON PIPE FOUND;

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**EXHIBIT A**  
**Metes and Bounds Description of the Property**  
**(approximately 1,807.64 acres)**

THENCE NORTH 87°07'08" WEST, A DISTANCE OF 498.85 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "TED WARD" FOUND;

THENCE SOUTH 00°00'56" WEST, A DISTANCE OF 1,010.24 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "OWEN SURV 5560" FOUND IN THE RIGHT-OF-WAY OF BROCK LANE (A 60-FOOT-WIDE RIGHT-OF-WAY);

THENCE SOUTH 89°47'41" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 347.85 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING";

THENCE SOUTH 00°02'52" WEST, A DISTANCE OF 656.49 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 89°48'21" WEST, A DISTANCE OF 55.44 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 00°41'20" EAST, A DISTANCE OF 2,659.86 FEET TO A 60D NAIL FOUND ON THE NORTH RIGHT-OF-WAY LINE OF FM HIGHWAY NO. 407 (A 90-FOOT-WIDE RIGHT-OF-WAY);

THENCE SOUTH 89°47'35" WEST, WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 1,026.82 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE NORTH 00°41'56" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2,672.91 FEET TO A 1-1/4-INCH IRON PIPE FOUND;

THENCE NORTH 89°31'32" WEST, A DISTANCE OF 1,024.14 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 00°43'37" EAST, A DISTANCE OF 2,682.56 FEET TO A 60D NAIL IN A 10-INCH POST FOUND FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY No. 407;

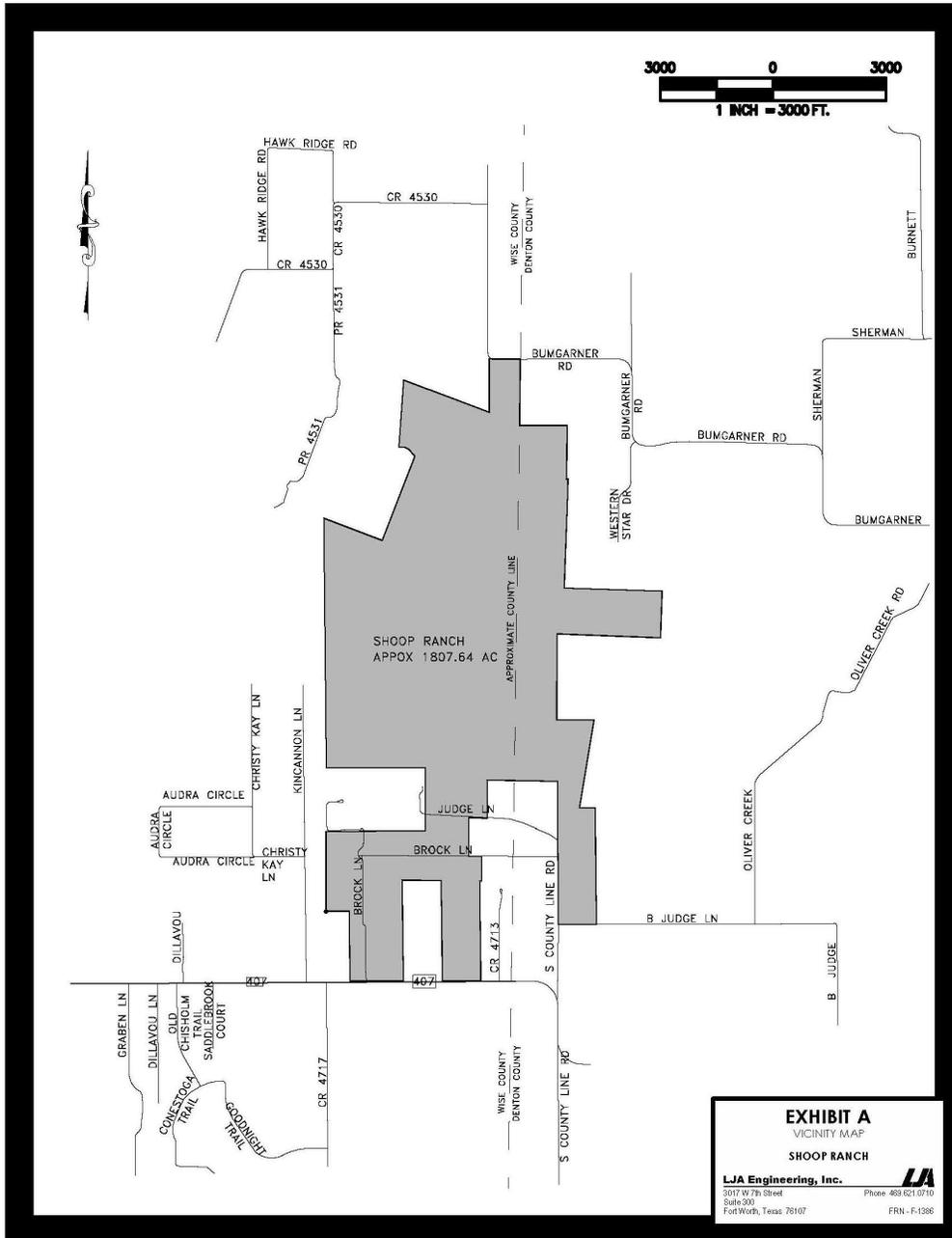
THENCE NORTH 89°56'34" WEST, WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,423.86 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING";

THENCE NORTH 00°37'26" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,859.32 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 89°08'33" WEST, A DISTANCE OF 620.07 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1,807.639 ACRES (78,740,760 SQ. FEET) OF LAND.

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**EXHIBIT B**  
**Depiction of the Property**



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(authorized services). The developer has filed the petitions with the City to consider the creation of these PIDs and resolutions to hold the required public hearings on April 5, 2021 during the regularly scheduled City Council meeting.

Further, Staff and the Rockhill Investment team have been working on a development agreement that will be presented to the Council on April 5th for consideration prior to the creation of the PID. The development agreement will outline the terms and conditions of the development and obligations of the City and Rockhill.

**Additional Background:**

In the worksession, the Council received a presentation from Rockhill Investments & Capital regarding a proposed master planned community on the Shoop Ranch. Staff has prepared an agreement with Rockhill that provides for reimbursement of professional service fees generated by the city in reviewing the proposed development, including attorney, planner, and engineering fees. Rockhill has executed the agreement and presented the city with a \$50,000 deposit for the city expenditures upon approval of this agreement.

Further, staff is asking for the authorization of the Council to enter into negotiations regarding the Shoop Ranch development, including: a planned district zoning ordinance (PD), a public improvement district (PID), and a development agreement that will be presented to the Council in future meetings for input and possible action.

**Financial Information:**

N/A

**City Contact and Recommendation:**

Ben Nibarger, City Administrator  
Staff recommends that Council approve the resolution.

**Attachments:** *The attachments to this document are for reference only; the official documents will be executed and delivered to the City Hall no later than Monday, March 15th, 2021.*

Petition  
Resolution  
Opinion of Probable Costs

CITY OF NEW FAIRVIEW, TEXAS

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS AUTHORIZING AND CREATING THE SHOOP RANCH AUTHORIZED SERVICES PUBLIC IMPROVEMENT DISTRICT NO. 1 IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of New Fairview, Texas (the “*City*”), is authorized under Chapter 372 of the Texas Local Government Code (the “*Act*”), to create a public improvement district within the corporate limits and the extraterritorial jurisdiction of the City; and

**WHEREAS**, on March 15, 2021, (1) Glenn and Louise Shoop Family Limited Partnership, Ltd., (2) The Merilou Shoop Love Trust, (3) The Nancy Shoop Caver Trust, (4) The Aaron Paul Shoop Appointive Trust, (5) The Matthew Tyler Shoop Appointive Trust, (6) The Taylor Eastland Shoop Appointive Trust, (7) The Evan Alexandra Shoop Appointive Trust, (8) The Madison Lee Shoop Appointive Trust, and (9) The Logan Thomas Shoop Appointive Trust (collectively, the “*Petitioners*”) submitted and filed with the City Secretary of the City a petition (the “*Petition*”) requesting the establishment of a public improvement district for property within the corporate limits of the City; and

**WHEREAS**, the Petition requested the creation of the Shoop Ranch Authorized Services Public Improvement District No. 1 (the “*District*”), which District is located within the corporate limits of the City and more particularly described by metes and bounds in Exhibit A and depicted in Exhibit B (the “*Property*”) each attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the City Council of the City (the “*City Council*”) has investigated and determined that the facts contained in the Petition are true and correct; and

**WHEREAS**, after publishing notice in the *Wise County Messenger*, a newspaper of general circulation in the City, and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council, opened a public hearing on the advisability of the

Authorized Services (as defined below) on April 5, 2021, and after all interested parties were given the opportunity to speak, the City Council closed the public hearing.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to the City by the Petitioners was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on April 5, 2021, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Services (as described below). The Authorized Services are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) **General Nature of the Authorized Services.** The purpose of the District is to provide special supplemental services for improvement and promotion of the District which may include, but not be limited to: (1) payment of annual service costs related to the operation of the District exclusively consisting of: (a) the costs of a third-party operator for the water and wastewater services for the District and the Constellation Lakes residential development (“*Constellation Lakes*”) with such costs to be allocated as between the District and Constellation Lakes based on water and wastewater usage, and (b) actual annual costs incurred for maintenance of parks, open space, and recreational improvements financed by assessments levied on property within the District, including from the proceeds of revenue bonds secured by assessments levied on property within the District; (2) payment of expenses related to the establishment of the District, and (3) payment of expenses related to the collection of the annual assessments (the “*Authorized Services*”). These Authorized Services shall promote the interests of the City and confer a special benefit on the Property.

- (c) **Estimated Costs of the Authorized Services and Apportionment of Costs.** The estimated total cost of the Authorized Services for the first year of the District's operation will be \$175,000, which costs shall be paid by assessments levied on the Property within the District. The cost of the Authorized Services for subsequent years will be determined in the annual update to the service plan approved by the City each year in accordance with Section 372.013 of the Act. The City will not be obligated to provide any funds to finance the Authorized Services, other than from assessments levied on the Property. The developer of the Property (the "**Developer**") may also pay certain costs of the Authorized Services from other funds available to the Developer.
- (d) **Boundaries of the District.** The District is proposed to include approximately 1,807.64 acres of land generally located on the north side of FM 407 at the intersection with County Line Road in the City of New Fairview, Texas; and, as more particularly described in the metes and bounds in Exhibit A and depicted in Exhibit B, each attached hereto.
- (e) **Proposed Method of Assessment.** The City shall levy an annual assessment on each lot within the District to pay the costs of the Authorized Services in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in full (including accrued and unpaid interest) without penalty at any time. Each annual assessment must be paid in amounts necessary to meet annual costs for the Authorized Services. Notwithstanding the foregoing, annual assessments for the Authorized Services shall be limited to the actual costs of such Authorized Services.
- (f) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Shoop Ranch Authorized Services Public Improvement District No. 1 is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Services contained in this

Resolution, the nature and the estimated costs of the Authorized Services, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Services.

Section 5. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the *Wise County Messenger*, a newspaper of general circulation in the City. Effective upon the publication of such notice, the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

**DULY RESOLVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF  
NEW FAIRVIEW THIS THE 5TH DAY OF APRIL, 2021.**

**CITY OF NEW FAIRVIEW**

---

Joe Max Wilson, Mayor

**ATTEST:**

---

Monica Rodriguez, City Secretary

**EXHIBIT A**  
**Metes and Bounds Description of the Property**  
**(approximately 1,807.64 acres)**

**METES & BOUNDS DESCRIPTION**

BEING A 1807.64 ACRE TRACT OF LAND SITUATED IN THE SMITH COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 744, I. DAVIS SURVEY, ABSTRACT No. 247, J. BEEBE SURVEY, ABSTRACT NO. 56, T. SAMUEL SURVEY, ABSTRACT NO. 757 AND THE J. C. BATEMAN SURVEY, ABSTRACT NO. 1154, WISE COUNTY, TEXAS AND THE T. SAMUEL SURVEY, ABSTRACT NO. 1148, JC BRUMLEY SURVEY, ABSTRACT NO. 1581, M.E.P. & P. RR. CO. SURVEY, ABSTRACT NO. 914, W. CHAMBERS SURVEY, ABSTRACT NO. 1520, AND THE A. PULEN SURVEY, ABSTRACT NO. 1057, DENTON COUNTY, TEXAS, AND BEING ALL OF THOSE TRACTS OF LAND DESCRIBED TO SHOOP TRUST AND GLENN P. SHOOP, TRUSTEE BY DEEDS RECORDED IN VOLUME 502, PAGE 904; VOLUME 530, PAGE 523; VOLUME 1520, PAGE 530; VOLUME 2295, PAGE 213, OFFICIAL PUBLIC RECORDS, WISE COUNTY, TEXAS AND DOCUMENT No. 2018-997; DOCUMENT No. 2018-998, OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS. SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 2" METAL POST FOUND FOR THE WESTERNMOST SOUTHWEST CORNER OF SAID SHOOP TRACT, SAME BEING THE NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO RAUL A VARGAS AND D. PAULETTE LAYFIELD BY DEED RECORDED IN VOLUME 1146, PAGE 831 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 00°08'55" EAST, WITH THE WEST LINE OF SAID SHOOP TRACT, A DISTANCE OF 2,124.09 FEET TO A 2" METAL POST FOUND FOR CORNER, SAME BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED TO JOHN EDWARD JUDGE BY DEED RECORDED IN VOLUME 1216, PAGE 415 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE NORTH 89°27'04" EAST, WITH THE SOUTH LINE OF SAID JUDGE TRACT, A DISTANCE OF 2,645.43 FEET TO A 2" METAL POST FOUND FOR THE SOUTHEAST CORNER OF SAME;

THENCE NORTH 00°00'20" WEST, WITH THE EAST LINE OF SAID JUDGE TRACT, A DISTANCE OF 1,654.28 FEET TO A 60D NAIL FOUND FOR THE NORTHEAST CORNER OF SAME;

THENCE NORTH 89°46'58" WEST, WITH THE NORTH LINE OF SAID JUDGE TRACT, A DISTANCE OF 2,640.79 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "OWEN SURV 5560" FOUND FOR CORNER;

THENCE NORTH 00°35'10" WEST, A DISTANCE OF 2,323.17 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "OWEN SURV 5560" FOUND FOR CORNER;

THENCE NORTH 00°35'14" WEST, A DISTANCE OF 4,314.65 FEET TO A FENCE POST FOUND FOR THE WESTERNMOST NORTHWEST CORNER OF SAID SHOOP TRACT;

THENCE SOUTH 69°06'23" EAST, A DISTANCE OF 1,665.58 FEET TO A FENCE POST FOUND;

THENCE NORTH 21°11'17" EAST, PASSING A 3/8-INCH IRON ROD FOUND FOR REFERENCE AT 2268.75 FEET, A TOTAL DISTANCE OF 2,401.44 FEET TO THE CENTERLINE OF OLIVER CREEK;

THENCE WITH THE CENTERLINE OF OLIVER CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 40°32'53" WEST, A DISTANCE OF 240.45 FEET;

NORTH 59°40'21" WEST, A DISTANCE OF 118.26 FEET;

NORTH 83°06'23" WEST, A DISTANCE OF 81.10 FEET;

SOUTH 84°58'57" WEST, A DISTANCE OF 82.73 FEET;

THENCE NORTH 04°01'08" EAST, PASSING A 3/8-INCH IRON ROD FOUND FOR REFERENCE AT 92.27 FEET, A TOTAL A DISTANCE OF 1,791.46 FEET TO A 3" CEDAR POST FOUND FOR CORNER;

THENCE SOUTH 69°12'04" EAST, A DISTANCE OF 2,420.84 FEET TO A 3" METAL POST FOUND;

THENCE NORTH 00°11'14" EAST, A DISTANCE OF 1,427.36 FEET TO A MAG-NAIL SET FOR CORNER IN THE

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**EXHIBIT A**  
**Metes and Bounds Description of the Property**  
**(approximately 1,807.64 acres)**

RIGHT-OF-WAY OF COUNTY ROAD 4522 (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 89°39'43" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 828.76 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING";

THENCE SOUTH 00°51'18" WEST, A DISTANCE OF 1,781.62 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTH COMMON CORNER OF SAID SHOOP TRACT AND A TRACT OF LAND DESCRIBED TO NEELY TRUST BY DEED RECORDED IN DENTON COUNTY CLERK'S FILE NUMBER 2019-147648;

THENCE NORTH 89°53'03" EAST, WITH THE COMMON LINE OF SAME TRACTS, A DISTANCE OF 1,277.27 FEET TO A FENCE POST FOUND FOR CORNER;

THENCE SOUTH 00°54'20" WEST, A DISTANCE OF 1,423.60 FEET TO A 3/8-INCH IRON ROD FOUND;

THENCE SOUTH 83°27'58" EAST, A DISTANCE OF 47.61 FEET TO A 3/8-INCH IRON ROD FOUND;

THENCE SOUTH 01°57'03" WEST, A DISTANCE OF 151.93 FEET TO A 3/8-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SCENIC RIDGE ADDITION, AS SHOWN BY PLAT RECORDED IN CABINET V, PAGE 189 OF SAID OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS;

THENCE SOUTH 02°05'11" WEST, WITH THE WEST LINE OF SAID ADDITION, A DISTANCE OF 2,750.79 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND (ILLEGIBLE) FOR THE SOUTHWEST CORNER OF SAME;

THENCE SOUTH 88°09'28" EAST, WITH THE SOUTH LINE OF SAID ADDITION, A DISTANCE OF 2,607.68 FEET TO A 5/8-INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAME;

THENCE WITH THE EASTERLY LINE OF SAID SHOOP TRACTS, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 02°05'20" WEST, A DISTANCE OF 1,239.69 FEET TO A 3/8-INCH IRON ROD FOUND;

NORTH 87°55'48" WEST, A DISTANCE OF 2,607.02 FEET;

NORTH 86°29'00" WEST, A DISTANCE OF 146.47 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND;

SOUTH 00°14'41" WEST, A DISTANCE OF 1,262.59 FEET TO A 1/2-INCH IRON ROD FOUND;

SOUTH 00°03'27" EAST, A DISTANCE OF 1,026.40 FEET TO A 3/8-INCH IRON ROD FOUND;

SOUTH 89°28'32" EAST, A DISTANCE OF 990.21 FEET TO A 3/8-INCH IRON ROD FOUND;

SOUTH 09°34'29" WEST, A DISTANCE OF 2,364.53 FEET TO A 60D NAIL FOUND;

SOUTH 89°01'10" EAST, A DISTANCE OF 423.02 FEET TO A FENCE POST FOUND;

SOUTH 00°36'25" EAST, A DISTANCE OF 3,083.82 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING" IN THE RIGHT-OF-WAY OF B. JUDGE LANE (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE SOUTH 89°54'39" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1,019.80 FEET TO A 1/2-INCH IRON ROD FOUND IN THE RIGHT-OF-WAY OF COUNTY LINE ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE NORTH 00°13'30" WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 3,795.83 FEET TO A 1/2-INCH CAPPED IRON ROD FOUND;

THENCE NORTH 88°59'01" WEST, A DISTANCE OF 1,881.59 FEET TO A 1-INCH IRON ROD FOUND IN CONCRETE;

THENCE SOUTH 00°32'27" EAST, A DISTANCE OF 1,023.70 FEET TO A 2-INCH IRON PIPE FOUND;

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**EXHIBIT A**  
**Metes and Bounds Description of the Property**  
**(approximately 1,807.64 acres)**

THENCE NORTH 87°07'08" WEST, A DISTANCE OF 498.85 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "TED WARD" FOUND;

THENCE SOUTH 00°00'56" WEST, A DISTANCE OF 1,010.24 FEET TO A 1/2-INCH CAPPED IRON ROD STAMPED "OWEN SURV 5560" FOUND IN THE RIGHT-OF-WAY OF BROCK LANE (A 60-FOOT-WIDE RIGHT-OF-WAY);

THENCE SOUTH 89°47'41" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 347.85 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING";

THENCE SOUTH 00°02'52" WEST, A DISTANCE OF 656.49 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 89°48'21" WEST, A DISTANCE OF 55.44 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 00°41'20" EAST, A DISTANCE OF 2,659.86 FEET TO A 60D NAIL FOUND ON THE NORTH RIGHT-OF-WAY LINE OF FM HIGHWAY NO. 407 (A 90-FOOT-WIDE RIGHT-OF-WAY);

THENCE SOUTH 89°47'35" WEST, WITH SAID RIGHT-OF-WAY LINE A DISTANCE OF 1,026.82 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE NORTH 00°41'56" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 2,672.91 FEET TO A 1-1/4-INCH IRON PIPE FOUND;

THENCE NORTH 89°31'32" WEST, A DISTANCE OF 1,024.14 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 00°43'37" EAST, A DISTANCE OF 2,682.56 FEET TO A 60D NAIL IN A 10-INCH POST FOUND FOR CORNER ON THE NORTH RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY No. 407;

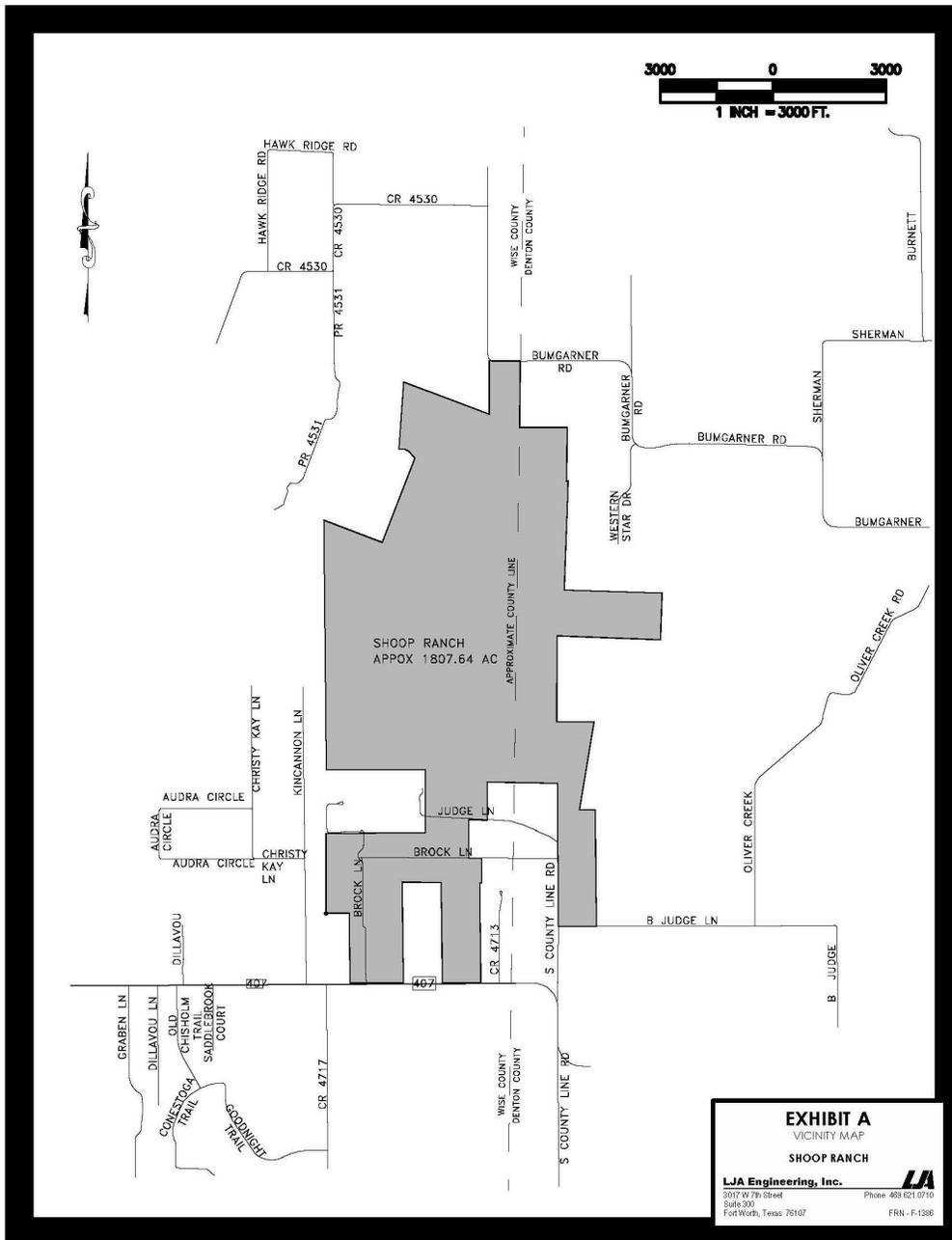
THENCE NORTH 89°56'34" WEST, WITH SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1,423.86 FEET TO A 5/8-INCH IRON ROD SET WITH CAP STAMPED "LJA SURVEYING";

THENCE NORTH 00°37'26" WEST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,859.32 FEET TO A 1/2-INCH IRON ROD FOUND;

THENCE SOUTH 89°08'33" WEST, A DISTANCE OF 620.07 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1,807.639 ACRES (78,740,760 SQ. FEET) OF LAND.

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**EXHIBIT B**  
**Depiction of the Property**



**EXHIBIT A**  
VICINITY MAP  
**SHOOP RANCH**

**LJA Engineering, Inc.**

3017 W 7th Street  
Suite 300  
Fort Worth, Texas 76107

Phone: 469.621.0710  
FRN - F-1388

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## RESOLUTION

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.**

WHEREAS, the City Council of the City of New Fairview desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of New Fairview to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture.
2. That the City's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$350,000.00 of grant funds to provide street improvements.
4. That the City Council directs and designates the following to act in all matters in connection with this application and the City's participation in the Texas Community Development Block Grant Program:
  - The Mayor and City Administrator shall serve as the City's Chief Executive Officers and Authorized Representatives to execute this application and any subsequent contractual documents;
  - The Mayor and Mayor Pro-Tem are authorized to execute environmental review documents between the Texas Department of Agriculture and the City; and
  - If this application is funded, the Mayor, Mayor Pro-Tem, City Secretary and City Administrator are authorized to execute the Request for Payment Form documents and/or other forms required for requesting funds to reimburse project costs.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That it further be stated that the City of New Fairview is committing \$17,500 from its General Fund as a cash contribution toward the construction, engineering, and administration activities of this street improvement project.

Passed and approved this 5<sup>th</sup> day of April, 2021.

---

Joe Max Wilson, Mayor  
City of New Fairview, Texas

Attest:

---

Monica Rodriguez, City Secretary  
City of New Fairview, Texas



**THE STATE OF TEXAS**

**COUNTY OF WISE**

This agreement is made by and between the City of New Fairview (herein called "City"), a General Law Municipal Corporation of Wise County, Texas, and Judge Thomas W. Hobbs (herein called "Judge") of Wise County, Texas.

**Witnesseth:**

1. The City, acting by and through its city council, exercised its discretion pursuant to the laws of State of Texas hereby appoint Judge Thomas W. Hobbs as the Municipal Judge of the New Fairview Municipal Court and agrees to compensate the Judge for his services as hereinafter set forth
  
2. The Judge agrees to perform the services of Presiding Judge of the New Fairview Municipal Court and to maintain eligibility and the appropriate licenses as may be required by law to serve in such capacity for a term of two (2) years commencing the \_\_\_ day of \_\_\_\_\_ 20\_\_\_ appointment, which shall conclude on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_.
  
3. Compensation shall be at a rate of three hundred dollars (\$300,00) per session which would include presiding over municipal court proceedings for and on behalf of the New Fairview Municipal Court as its Presiding Judge, to conduct such services as may be required from time to time, including but not limited to, arraignments and such administrative duties and responsibilities as are necessary and incidental to the office of Presiding Judge of the Municipal Court of the City of New Fairview. If a regularly scheduled session is cancelled, the Judge shall receive one hundred fifty dollars (\$150.00).
  
4. The Judge is not and shall not be deemed an employee of the City for any purpose and agrees that he serves solely as an independent contractor.
  
5. The Judge further acknowledges and shall not undertake to exercise his discretion as Presiding Judge from improper influences and shall act as he deems appropriate under his Independent judgment as the Presiding Judge of the Municipal Court.
  
6. The Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to always conduct himself in a judicial demeanor in representing the City.
  
7. The Judge hereby agrees not to knowingly undertake any legal matter that would compromise or conflict with his duties and responsibilities as the Municipal Court Judge or Otherwise knowingly undertake to represent a client on a legal matter against the City.

8. The Parties to this agreement hereby acknowledge that the Judge can be removed for cause in accordance with State Law as provided for in such cases,

9. This Contract consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference. This Contract as 12067 So constituted is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

10. The City or Judge may terminate this contract in accordance with state law. If the contract is terminated as provided herein, Judge's fee would be paid for hours worked, which have not already been compensated, performing the services of the City covered by this contract.

11. Both the Judge and the City represent that they have full capacity and authority to Grant all rights and assume all obligations that they have granted and assumed under this Contract.

12. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning this Contract shall be in Wise County, Texas.

13. In the event one or more of the provisions contained in the Contract shall for any reason be held to be invalid, Illegal, or unenforceable in any respect, such invalidity, illegality, or Unenforceability shall not affect other provisions, and the Contract shall be constructed as if such Invalid, illegal, or unenforceable provision had never been contained in it.

**EXECUTED this** \_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_

**CITY OF NEW FAIRVIEW, TEXAS**

\_\_\_\_\_  
**Judge Thomas W. Hobbs**

\_\_\_\_\_  
**City Administrator Ben Nibarger**

**ATTEST:**

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





## EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (“Agreement”) made and entered into this 15<sup>th</sup> day of March, 2021, by and between the **City of New Fairview, Texas**, a municipal corporation, (hereinafter “Employer” or “City”) and Ben Nibarger (hereinafter called “Employee”), an individual who has the education, training and experience in local government management, and both of whom understand and agree as follows:

**Deleted:** 13<sup>th</sup>

**Deleted:** July

**Deleted:** 2020

### **WITNESSETH:**

**WHEREAS**, Employer entered into an agreement with Employee as to serve as the City Administrator of the City of New Fairview, Texas, on July 13, 2020; and

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**Deleted:** to employ the services of

**Deleted:** as of

**WHEREAS**, it is the desire of both the Employer and Employee to amend the July 13, 2020 agreement; and

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

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

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

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

### **Section 1: Duties**

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

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

### Section 2: Term

- A. This Agreement shall remain in full force and effect ~~from July 13, 2020 and shall continue for a five (5) year period from the date of acceptance and approval of the City Council amending the July 13, 2020 agreement. The term of this agreement may be amended from time to time as agreed by both the Employer and Employee.~~ During this time, the Employee may neither accept other employment nor to become employed by any other employer during this employment, except as provided for herein.
- B. The term "employed" shall not be construed to include occasional teaching, writing, consulting, seminars or speeches given or performed on Employee's time off.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, subject only to the provisions set forth in Section 3 of this Agreement.
- D. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from the position with the Employer, subject only to the provisions set forth in Section 3 of this Agreement.

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**Deleted:** On the first anniversary of July 13, 2020, the Employer and Employee may agree to a one-year extension/renewal of this Agreement, which shall result in the two (2) year period being extended for an additional year, but shall never exceed two years.

### Section 3: Termination and Severance Pay

- A. The Employee serves at the pleasure of the Council, and the Employee's employment may be terminated by the Council at any time for any reason.
- B. In the event Employee is terminated by the Council and Employee is then willing and able to perform all the duties of the City Administrator under this Agreement, then, in that event, the City agrees to pay the Employee twelve (12) months full salary and benefits at the highest annual rate defined in this agreement in Section 5 (A), payable in monthly installments at the same time as employees of the City are paid, plus the value of all accrued leave, accrued by, or credited to, Employee prior to the termination on the same basis as any other employee of the City.
- C. The City will not be obligated to pay the payment set forth in paragraph B of this section if:
  - 1. Employee is terminated for willful breach, disregard, or habitual neglect of duties or failure to follow directions of the Council that have been formally communicated to Employee. As used in this paragraph, the terms "disregard or habitual neglect of duties" shall mean regular neglect of, disregard of, ignoring of or overlooking of duties of the job for which the Employee is hired. As used in this paragraph, the term "willful breach" shall mean the intentional doing of some act with the knowledge that it is contrary to or in violation of formally communicated directions of the Council, save and except for directions, which the Employee reasonably believes would require him to violate a law, ordinance or regulation from a governmental body or agency;

2. Employee is terminated for misconduct involving an act of moral turpitude or of illegality. As used in this paragraph the term "moral turpitude" shall mean an act of baseness, vileness or depravity in the private and social duties which a person owes to another person in society and contrary to accepted and customary actions; and as used in this paragraph, the term "illegality" shall mean any action by Employee in violation of any criminal statute, law, charter, regulation or ordinance of any governmental body or agency, save and except for class "C" misdemeanors under Texas State law; or
  3. Employee voluntary resigns the position of City Administrator.
- D. A determination under paragraph C of this section that the City is not obligated to pay Employee the severance amount shall require a supermajority vote of the Council, after an opportunity for a hearing.
- E. In the event the Council, during the term of this Agreement, reduces the authority of the Employee, or reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision benefiting the Employee herein, or the Employee resigns following a suggestion, whether formal or informal, by the Council that the Employee resign, then in that event, the Employee may, at the Employee's option, be deemed to have been terminated as of the date of such reduction, or as of the date the Employee resigns at the Council's suggestion; provided that, notice having first been given, the suspension of the Employee with pay pending the investigation and resolution of any charges against the Employee described in paragraph C. of this section shall not constitute a termination, or a reduction under this section. The Council shall be deemed to have suggested the resignation of the Employee at any time when a majority of the members of the Council shall at a Council meeting, or in writing, suggest that the Employee resign.
- F. If the Employee terminates this Agreement by voluntary resignation of the position of City Administrator, the Employee shall give 30 days' notice in advance unless the Council agrees otherwise. In the event of resignation, Employee will be entitled to compensation for accrued leave, and other benefits on the same basis as any other employee of the City.

#### **Section 4: Disability**

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

### Section 5: Compensation

- A. ~~Employer provided~~ the Employee with an initial annual base salary in the sum of \$87,000 which shall be paid on the schedule, terms, and manner as other City employees ~~through the fiscal year ending September 30, 2021~~. Employer ~~shall~~ increase said base salary and/or benefits of Employee in such amounts ~~as defined in Section 5 (B)~~, and to such extent, as the ~~Employer may determine that it is desirable to do so on the basis of an annual salary review~~ of said Employee made at the same time as similar consideration is given other employees generally. Future salary or benefit adjustments agreed to in writing by Employer and Employee after having been made through lawful resolution of the Employer are thereby automatically adopted and become an integral attachment to this Agreement without further amendment. Any annual increases provide across-the-board to other employees are automatically provided to the Employee.
- B. ~~Employer agrees to provide the Employee an annual salary increase over the next three fiscal years based upon the following schedule:~~
- a. ~~\$105,000 for the fiscal year 2021-2022, beginning October 1, 2021~~
  - b. ~~\$130,000 for the fiscal year 2022-2023, beginning October 1, 2022~~
  - c. ~~\$150,000 for the fiscal year 2023-2024, beginning October 1, 2023~~
  - d. ~~Conduct a market study for the fiscal year 2024-2025 and enter into contract renewal negotiations. If a contract renewal is not agreed upon, Employer's compensation shall continue at the same amount for the previous fiscal year, subject to increases in accordance with the terms of Section 5 (A) for the remainder of the term of this Agreement.~~

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### Section 6: Performance Evaluation

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

abide by the provisions of applicable law.

### **Section 7: Hours of Work**

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

### **Section 8: Outside Activities**

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

### **Section 9: Automobile**

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

### **Section 10: Vacation, Sick and Military Leave**

Employee shall accrue, and have credited to his/her personal account, holiday, and sick leave at the same rate as other employees of the Employer, with the exception that the Employee shall begin employment with the equivalent of five (5) working days of sick leave in the personal account. Employee shall begin employment with the equivalent of five (5) working days of vacation leave in the personal account and shall accrue the equivalent of three (3) weeks of vacation each year. The Employee will begin to accrue the equivalent of four (4) weeks of vacation at the beginning of the second year of employment. The employee shall not accrue more than 240 hours of vacation leave. Accrual of unused sick and holiday leave shall be consistent with the City of New Fairview policies. In the event that the Employee is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation, sick leave, paid holidays, and other benefits as provided by the City of New Fairview policies.

### **Section 11: Health and Life Insurance**

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

### **Section 12: Retirement**

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

- A. The Employee may participate in an eligible 457B deferred compensation plan. The Employer will deposit a lump sum of six thousand dollars (\$6,000) on or before September 30, 2021 and each subsequent year the Employer will deposit on or before September 30 the following amounts.
  - a. \$10,000 for the fiscal year 2021-2022, beginning October 1, 2021
  - b. \$12,500 for the fiscal year 2022-2023, beginning October 1, 2022
  - c. \$15,000 for the fiscal year 2023-2024, beginning October 1, 2023
  - d. \$17,500 for the fiscal year 2024-2025, beginning October 1, 2024
  - e. \$19,500 for the fiscal year 2025-2026, beginning October 1, 2025
  
- B. If the Employee voluntarily resigns from this position within the terms of the agreement a prorated amount, twenty percent (20%) for each year left on the contract, will be due to the Employer from the Employee.

### **Section 13: Dues and Subscriptions**

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

### **Section 14: Professional Development**

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

### **Section 15: Cell Phone Allowance and Computer**

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

### **Section 16: General Expenses**

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

### **Section 17: Civic Club Membership**

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

### **Section 18: Indemnification**

To the extent it may be determined to do by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Employee from any and all demands, claims, suits, actions, judgements, expenses and attorneys' fees incurred in any legal proceedings brought against Employee in the Employee's individual or official capacity as an employee and as City Administrator, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgements, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Employee, as Administrator of the City, acting within the course and scope of the Employee's employment with the City; excluding, however, any such demand, claim, suits, actions, judgements, expenses, and attorneys' fee for those claims or any causes of action where it is determined that the Employee committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract or risk pool, held by the City. The selection of the Employee's legal counsel shall be with the mutual agreement of the Employee and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Employee's right to agree to legal counsel provided for the Employee will depend on the terms of the applicable insurance contract or risk pool. Further, Employer agrees to pay all reasonable litigation expenses of the Employee throughout the pendency of any litigation to which the Employee's is a party, witness, or advisor to Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Employer further agrees to pay Employee reasonable travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation. To the extent this Section exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section shall survive the termination, expiration or other end of this Agreement and/or the Employee's employment with the City.

### **Section 19: Bonding**

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

### **Section 20: Other Terms and Conditions of Employment**

- A. The Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may be determine from time to time, relating to the performance of Employee, provided such terms and conditions are consistent with or in

conflict with the provisions of this Agreement or any applicable law.

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

#### **Section 21: No Reduction of Benefits**

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

#### **Section 22: Representation of Employer**

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

#### **Section 23: Notices**

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

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

EMPLOYEE Benjamin Nibarger  
5132 Leeray Road  
Keller, TX 76244

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

#### **Section 24: General Provisions**

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executor of Employee.
- C. This Agreement shall become effective as of July 13, 2020.
- D. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

- E. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- F. Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course in dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof.
- G. Governing Law & Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and shall be performed in New Fairview, Texas, Wise County, Texas; therefore any lawsuits related to this Agreement shall be filed in Wise County, Texas in State Court.

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

**CITY OF NEW FAIRVIEW, TEXAS**

By: \_\_\_\_\_

Joe Max Wilson, Mayor

ATTEST:

Monica Rodriguez, City Secretary

(Seal)

**EMPLOYEE**

\_\_\_\_\_  
Ben Nibarger, City Administrator



**ORDINANCE NO. 2020-02-197**

**AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS AMENDING THE JOB DUTIES AND QUALIFICATIONS OF THE CITY ADMINISTRATOR; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council previously established general job duties and qualifications of the City Administrator; and

**WHEREAS**, the City Council now believes that it is in the best interest of its citizens to amend the job duties and qualifications of the City Administrator.

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

**SECTION 1.**

The general duties and qualifications of the City Administrator shall be as provided for in the attached job description marked as "Exhibit A."

**SECTION 2.**

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

**SECTION 3.**

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

**SECTION 4.**

This Ordinance shall be in full force and effect after its passage and publication.

**PASSED AND APPROVED ON THIS \_\_\_ DAY OF \_\_\_\_\_,  
2021.**

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

ATTEST:

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

## **EXHIBIT 'A'**

### **CITY OF NEW FAIRVIEW, TEXAS**

#### **CITY ADMINISTRATOR**

##### **GENERAL DESCRIPTION**

To plan, organize and direct the overall administrative activities and operations of the City; to assist the Mayor, to advise and assist the City Council; to represent the City's interest with other levels and agencies of government, business interests, and the community at large; and to exercise independent judgment and initiative.

##### **SUPERVISION RECEIVED AND EXERCISED**

1. Receive policy direction from the City Council.
2. Receive general supervision from the Mayor that is clearly aligned with the direction of the City Council; if there is a potential conflict, the Mayor shall bring the item up at a future City Council meeting.
3. Exercise direct and indirect supervision over professional, technical and clerical City staff, including consultants.

##### **ESSENTIAL FUNCTIONS**

1. Participate in the development, implementation and review of City goals, objectives, policies and procedures.
2. Assist and coordinate with the Mayor and City Council in the development of the annual City budget; monitor monthly expenditures and report significant variances to the Mayor and City Council; develop alternate revenue sources for City Council projects.
3. Participate in the preparation of long-term plans of capital improvements with plans for their financing.
4. Confer with department heads concerning administrative and operational problems; make appropriate recommendations.
5. Communicate with departments on City procedures and policies; respond to questions from City Councilmembers, City employees and the public.

6. Conduct surveys research and studies; gather, compile, analyze and evaluate data; prepare reports on complex and highly visible projects.
7. Serve as liaison to advisory committees as needed.
8. Make independent decisions on problems encountered within assigned areas of responsibility
9. Prepare and submit to the Mayor and City Council reports of finances and administrative activities; keep the Mayor and City Council advised of financial program progress, and present and future needs of the City.
10. Provide personal leadership, direction and supervision to senior level City department heads and staff; establish performance objectives, monitors progress and evaluates results.
11. Select, supervise, train, and evaluate City personnel. At the direction of Mayor and City Council, develop and implement personnel rules and regulations, including discipline and termination procedures, as necessary.
12. Oversee the enforcement of all City ordinances.
13. Direct the preparation of plans and specifications for work which the City Council orders.
14. Interpret, analyze, and explain policies, procedures and programs. Confer with residents, taxpayers, businesses and other individuals groups, and outside agencies having an interest or potential interest in affairs of City concern. Respond to the most difficult complaints and requests for information.
15. Represent the City in the community and at professional meetings as required.
16. Coordinate City activities with other governmental agencies and outside organizations.
17. Perform all duties as may be prescribed by the Mayor and/or City Council action, including assisting in the City Council meeting presentation/discussions as required.

### **DEVELOPMENT ACTIVITIES**

1. Work with Planning and Zoning Commission and advise council on annexation, subdivision, zoning issues.

2. Work with developers and citizens on annexation, subdivision, zoning, and related complaints with applicable ordinances, statutes and in conformity with standards, specifications and assurance of quality control.
3. Negotiate community facilities agreements (CFA) with developers for extension of City infrastructure to serve the development.
4. Identify developing properties and provide appropriate enforcement of the Subdivision Ordinance.
5. Correspond with engineers regarding capital improvements, subdivision and various projects on infrastructure improvements and advise the Council.
6. Research, develop and obtain easements, right-of-way or right of entry to facilitate construction of capital improvements.
7. Develop and maintain infrastructure maps and databases and coordinate efforts to move toward geographical information systems (GIS).
8. Update and maintain zoning and city limit maps.

#### **PROVIDES MANAGERIAL OVERSIGHT FOR THE FOLLOWING**

1. City Secretary's Office
2. Municipal Court
3. Police
4. Fire
5. Street Services/Public Works
6. Building Inspection / Code Compliance
7. Parks & Recreational Services
8. Utilities

#### **OTHER AREAS OF OVERSIGHT RESPONSIBILITY**

1. Human Resources
2. Records and Information Management
3. Engineering
4. Finance
5. Information Technology
6. Audit
7. Legal
8. Public Events
9. Building Services
10. Risk Management
11. Solid Waste Contract Compliance
12. Environmental Management

13. Intergovernmental Affairs
14. Purchasing
15. Health
16. Housing

## **QUALIFICATIONS**

### **1. Knowledge of:**

- a. Modern municipal administrative methods and procedures, organizations, and functions.
- b. Principles of municipal management, administration and policy development.
- c. Techniques used to forecast and implement municipal activities.
- d. Budgeting and fiscal management as it relates to the operations of a city.
- e. Current social, political, and economic trends and operating problems of municipal government.
- f. Applicable Federal, State and local laws, rules and regulations regarding local government operations.
- g. Principles of effective public relations and interrelationships with community groups and agencies, private businesses and firms, and other levels of government.
- h. Techniques used to motivate subordinate personnel, maintain high employee morale and promote teamwork.
- i. Principles of supervision to interview, direct train and evaluate of subordinates.
- j. Grant and funding sources for municipal governments.
- k. Public relations techniques.

### **2. Ability to:**

- a. Effectively present both orally and in writing material requiring precision, diplomacy and considerable skill in explaining concepts.
- b. Write complex reports, and review and prepare Council agenda reports.

- c. Assess and resolve employee relations problems.
- d. Coordinate City programs; plan activities; assign projects and responsibilities; deploy personnel; evaluate performance; and maintain an effective leadership role.
- e. Identify and analyze City needs and develop and implement plans and programs to meet those needs.
- f. Establish and maintain effective and cooperative relations with the community.
- g. Analyze information from a variety of sources, examine alternatives, draw logical conclusions and recommend and/or direct a course of action.
- h. Provide effective leadership and coordinate the activities of the municipal organization.
- i. Analyze, interpret, summarize and present administrative and technical information and data in an effective manner.
- j. Appraise situations and people accurately and quickly and adopt an effective course of action.
- k. Manage multiple projects.
- l. Serve effectively as the administrative agent of the City Council.
- m. Serve as a liaison to committees; answer policy questions and explain City procedures; accept and review committee input.
- n. Communicate clearly and concisely, both orally and in writing.
- o. Establish and maintain effective working relationships with those contacted in the course of work.
- p. Lead in the formulation, implementation and coordination of City policies.
- q. Maintain effective audio-visual discrimination and perception needed for:
  - i. making observations;
  - ii. communicating with others;
  - iii. reading and writing;
  - iv. monitoring assigned activities and operations; and
  - v. operating assigned equipment.

- r. Maintain mental capacity which permits:
  - i. making sound decisions and using good judgment;
  - ii. prioritizing work activities; and
  - iii. demonstrating intellectual capabilities.
  
- s. Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:
  - i. walking, standing or sitting for extended periods of time
  - ii. lifting or carrying light to moderate objects
  - iii. operating assigned equipment

### **EXPERIENCE AND TRAINING GUIDELINES**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

1. **Experience:** Four years of progressively responsible experience in an administrative, managerial, or staff capacity in a municipal organization, involving the responsibility for the planning, organization, implementation and supervision of varied work programs. Experience as an Assistant to the City Administrator or City Administrator is desired.
  
2. **Training:** Equivalent to a Bachelor's degree from an accredited college or university with major course work in public or business administration or a closely related field. Masters Degree is desirable.

Supplemental training in areas of responsibility, i.e. subdivision and zoning, budget and finance, etc.

3. **License or Certificate:** Must possess, or have the ability to obtain, an appropriate, valid Texas driver's license.

### **WORKING CONDITIONS**

1. **Environmental Conditions:** Office environment; work with computers.
  
2. **Physical Conditions:** Essential functions may require maintaining physical condition necessary for lifting, standing, walking or sitting for prolonged periods of time and operating motorized vehicles.