



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

Emergency Service District in Denton County

DESCRIPTION:

Receive a report and hold a discussion regarding possible inclusion in the creation of an Emergency Service District for fire and EMS in Denton County.

BACKGROUND INFORMATION:

An emergency services district (ESD) is a political subdivision established pursuant to Chapter 775 of the Texas Health and Safety Code. An ESD generally supports or provides local emergency services, which can include emergency medical services and fire protection services. An ESD has the ability to impose both a sales and use tax and a property tax to support or provide emergency services within the district. An ESD's sales and use tax rate can range from anywhere between one-eighth of one percent to two percent. An ESD's property tax, meanwhile, may not exceed ten cents per \$100 of valuation.

ESDs are created through a "grassroots" effort. Typically, a petition signed by at least 100 voters in the proposed district must be presented to the County Commissioners Court in the county (or counties) in which the ESD is intended to exist. If the ESD is deemed feasible and necessary by the Commissioners Court, an election is called in which the voters in the proposed District must elect to create the District. If a majority of the votes are cast in favor of creation, the District is created.

A board of five commissioners governs ESD's. In most counties in Texas, the County Commissioners Court appoints the commissioners to two-year terms. ESD's are allowed to levy ad valorem (property) tax. The Texas Constitution states that ESDs may tax up to \$0.10 per \$100 of property valuation. The ESD's creation documents establish the district's initial tax rate. ESD's may also collect sales tax, provided an election is held and voters approve this power. In Texas, 8.25% is the maximum allowed sales tax rate. The state collects 6.25%, leaving 2% available to eligible local jurisdictions, including ESD's. An ESD may collect anywhere from .125% to 2% of the local sales tax rate depending on availability and subject to voter approval.

ESD's are also allowed to bill for services provided, such as emergency medical services or fire protection, if it so chooses.

Before an ESD may be created that contains territory in a city's limits or extraterritorial jurisdiction (ETJ), the proponents of the ESD must submit a written request to the city council to include the territory in the ESD. The territory in question may not be included in the ESD unless the city council gives its written consent on or before the 60th day after the date the request is received. If the city council does not approve the request, a majority of the qualified voters and the owners of 50 percent of the property in the city limits or ETJ that would have been included in the ESD may petition the city council to make the emergency services available. The petition must be submitted not later than the 90th day after the date the city council received the initial request. If the city council refuses or fails to act on the petition within six months after the petition is received, the council's refusal or failure to act constitutes consent for the territory to be included in the district. If the city council consents to the creation of the ESD within territory located in the city limits or ETJ, or if consent is inferred due to inaction on the petition, several steps—including an election ordered by the county commissioners court—must still take place in order for the ESD to be created.

There is no clear authority in Chapter 775 of the Health and Safety Code for a city to remove itself or a portion of its territory from an ESD after it initially consented to the inclusion of its territorial or extraterritorial jurisdiction when the ESD was formed

A city that annexes territory that is included in an ESD may remove the territory from the ESD if the city completes all procedures necessary to annex territory in the district and if the city intends to become the sole provider of emergency services to the annexed territory by the use of city personnel or by some method other than by use of the ESD. A city that removes annexed territory from an ESD must compensate the ESD immediately after annexation in an amount equal to the annexed territory's pro rata share of the ESD's bonded and other indebtedness. In addition, at the ESD's request, a city that removes annexed territory from an ESD must purchase from the ESD at fair market value any real or personal property used to provide emergency services in the annexed territory. See attached Texas Municipal League's Q&A on Emergency Service Districts.

FINANCIAL CONSIDERATION:

The Creation of an Emergency Service District could mean that every property located in the district will be assessed a \$0.10 for every \$100 in valuation for the services provided. This would only apply to New Fairview residents on the Denton County side of the city.

RECOMMENDED MOTIONS:

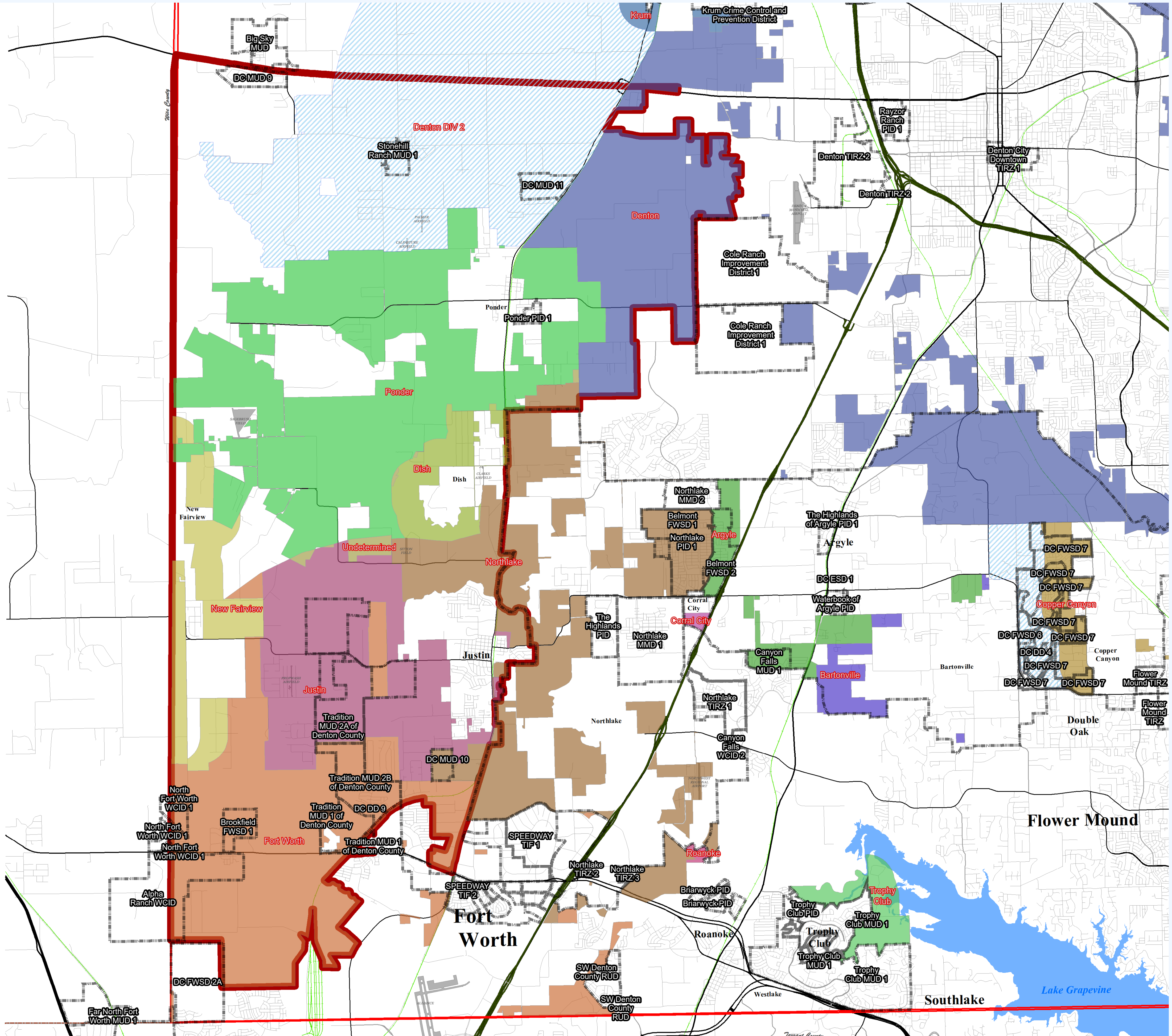
None, discussion only.

ATTACHMENT(S):

1. Emergency Service District Map
2. Written request for inclusion into the Emergency Service District
3. TML Legal Q&A on Emergency Service Districts

DENTON COUNTY

ETJ & Special Districts

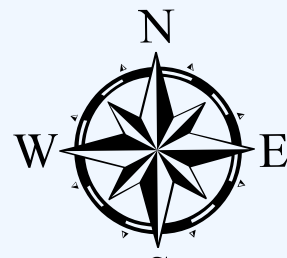


Andy Eads - County Judge
 Ryan Williams - Commissioner Precinct 1
 Ron Marchant - Commissioner Precinct 2
 Bobbie J. Mitchell - Commissioner Precinct 3
 Dianne Edmondson - Commissioner Precinct 4

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- CEMETERY
- RAILROADS
- AIRPORTS
- STREAMS
- LAKES & PONDS

City Population
 Denton > 100,000
 Lewisville 40,000- 100,000
 Corinth 10,000- 39,999
 Sanger 2,000- 9,999
 Ponder < 2,000

NAD 1983 StatePlane
 (Zone 5351)
 Texas North Central
 Lambert Conformal Conic



1 inch = 0.9 miles
 June 22, 2022

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

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Legal Q&A

By Bill Longley

TML Legislative Counsel

What is an emergency services district?

An emergency services district (ESD) is a political subdivision established pursuant to Chapter 775 of the Texas Health and Safety Code. An ESD generally supports or provides local emergency services, which can include emergency medical services and fire protection services.

An ESD has the ability to impose both a sales and use tax and a property tax to support or provide emergency services within the district. *See* TEX. HEALTH AND SAFETY CODE §§ 775.074, 775.0751. An ESD's sales and use tax rate can range from anywhere between one-eighth of one percent to two percent. *Id.* § 775.0751(a). An ESD's property tax, meanwhile, may not exceed ten cents per \$100 of valuation. *See* TEX. CONST. art. III, §. 48-e.

Can an ESD be created in a city's territorial limits or extraterritorial jurisdiction without city consent?

No. Before an ESD may be created that contains territory in a city's limits or extraterritorial jurisdiction (ETJ), the proponents of the ESD must submit a written request to the city council to include the territory in the ESD. TEX. HEALTH AND SAFETY CODE § 775.014(a). The territory in question may not be included in the ESD unless the city council gives its written consent on or before the 60th day after the date the request is received. *Id.*

If the city council does not approve the request, a majority of the qualified voters and the owners of 50 percent of the property in the city limits or ETJ that would have been included in the ESD may petition the city council to make the emergency services available. *Id.* § 775.014(b). The petition must be submitted not later than the 90th day after the date the city council received the initial request. *Id.* If the city council refuses or fails to act on the petition within six months after the petition is received, the council's refusal or failure to act constitutes consent for the territory to be included in the district. *Id.* § 775.014(c).

If the city council consents to the creation of the ESD within territory located in the city limits or ETJ, or if consent is inferred due to inaction on the petition, several steps—including an election ordered by the county commissioners court—must still take place in order for the ESD to be created.

Once a city consents to having its territory included in an ESD, can the city later remove the city territory from the ESD?

Likely not. There is no clear authority in Chapter 775 of the Health and Safety Code for a city to remove itself or a portion of its territory from an ESD after it initially consented to the inclusion of its territorial or extraterritorial jurisdiction when the ESD was formed.

When a city annexes, can it remove territory from the jurisdiction of an ESD?

Yes, but only if certain conditions are met. A city that annexes territory that is included in an ESD may remove the territory from the ESD if the city completes all procedures necessary to annex territory in the district and if the city intends to become the sole provider of emergency services to the annexed territory by the use of city personnel or by some method other than by use of the ESD. *Id.* § 775.022(a). The city must send written notice by certified mail to the secretary of the ESD board of directors notifying the ESD of the annexation and intent to provide emergency services. *Id.* Upon receipt of the notice, the ESD board must immediately change its records to show that the territory has been disannexed from the ESD and shall cease to provide further services to the residents in the newly-annexed area. *Id.*

A city that removes annexed territory from an ESD must compensate the ESD immediately after annexation in an amount equal to the annexed territory's pro rata share of the ESD's bonded and other indebtedness. *Id.* § 775.022(b). In addition, at the ESD's request, a city that removes annexed territory from an ESD must purchase from the ESD at fair market value any real or personal property used to provide emergency services in the annexed territory. *Id.* § 775.022(d).

Can an ESD expand its boundaries into the city limits or a city's ETJ without city council approval?

This issue has been the source of some debate amongst ESDs and cities in recent years. Texas Health and Safety Code Section 775.051 contains the legal guidelines for expansion of ESD territory. In short, the statute provides that at least 50 percent of the qualified voters who own taxable real property in a defined area may petition the ESD board of directors to hold an election on the question of including the defined area in the ESD. *Id.* § 775.051. Section 775.051 of the Health and Safety Code makes no specific mention of the ESD's need to receive city council approval when expanding its territory to include an area located in a city's corporate limits or ETJ. That being said, an ESD must get council approval when initially *creating* an ESD within the corporate limits or ETJ of a city (as detailed above), so some cities argue that city council approval should similarly be sought when *expanding* an ESD into city territory.

In 2013, legislation was filed to bring some clarity to the issue. H.B. 1798 would have provided that an ESD must follow essentially the same procedure for receiving city council approval when it expands its jurisdiction as it follows when the ESD is initially created. H.B. 1798 did not pass, so the statute remains silent on the question of city council approval for expansion of the ESD into city territory.

When a city annexes territory also served by an ESD, does the city's sales and use tax apply in the newly annexed area?

The answer to this question depends on the ESD's sales and use tax rate in the area annexed by the city. Section 321.102 of the Texas Tax Code governs the application of the city sales and use tax in the event of a change in a city's boundaries. With some limited exceptions, that section provides that a city sales tax displaces the sales tax of another entity (like an ESD) that previously levied a tax within the annexed territory. TEX. TAX CODE § 321.102(e). In the event of annexation, the ESD's tax in the annexed area is automatically reduced to an amount which,

when added to the municipal sales tax, does not exceed the local cap of two percent. *Id.* In many cases this reduces the ESD's tax to zero, but if the annexing city had a tax rate of less than two percent the ESD is allowed to continue to levy whatever portion of its tax that would not exceed two percent in combination with the city tax.

However, when the sales tax of an ESD is reduced as a result of city annexation, the ESD is kept whole by the comptroller's deduction of a corresponding amount from the sales and use tax of the annexing city. *Id.* § 321.102(f). The deducted amount is then paid to the ESD. *Id.* This is the provision that ESDs rely on to continue to obtain the sales and use tax revenue they were receiving prior to the city annexation. For example, under current law, if both a city and an ESD have a sales tax of two percent, the comptroller would withhold two percent from the city and pay that amount to the ESD. As a result, the city would not be able to keep any sales tax revenue in the newly annexed area. More commonly, a city will collect some sales and use taxes in the newly-annexed area, but not the entire amount that would otherwise be collected if there was not an overlapping ESD serving the area.

What tools are available for cities and ESD's to share sales tax revenue in a newly-annexed area that is also served by the ESD?

The inability of some cities to collect some or all of their sales and use taxes in newly-annexed territory due to the imposition of an ESD sales and use tax brought about legislation in 2013 that helped address how sales and use taxes are divided between cities and ESDs. The legislature passed H.B. 3159, which authorizes a city and ESD to work together and enter into a written agreement on how to allocate the revenue from the sales and use taxes imposed in the annexed area. *See* TEX. HEALTH AND SAFETY CODE § 775.0754. Cities cannot prohibit an ESD from collecting its sales and use taxes in a newly-annexed area, and also cannot require an ESD to enter into an agreement splitting sales and use tax revenue with the city. Nevertheless, since taking effect in 2013, cities and ESDs have used the new law to reach some consensus on how sales and use tax revenue is to be divided in newly-annexed city territory that is also served by an ESD.



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

City Council Procedures and Decorum Policy

DESCRIPTION:

Receive a report and hold a discussion on amending the City Council Procedures and Decorum Policy.

BACKGROUND INFORMATION:

On June 1, 2020, the council passed "The New Fairview City Council Procedures & Decorum Policy" (Resolution 2020-17-107) and updated it on May 17, 2021. The policy was designed to ensure effective and efficient governance, and addresses Mayor and Council relations, Council and Staff relations, and Council and media relations. The policy also addresses procedures for adding items onto meeting agendas, and structure and procedures of the meetings.

Staff has been asked to review the policy's requirements for Council members City Council meeting attendance. While attendance is defined in the "Definitions" section of the Policy, absences or procedures for excusing absences is not addressed.

Definitions

Attendance - for the purposes of a regularly scheduled City Council meeting of New Fairview, attendance is defined as being present for roll call throughout the entirety of the meeting until adjournment.

The City's Code of Ordinances does reference absences in Chapter 2 "Administration and Personnel", Section 2.04.005:

Sec. 2.04.005 Attendance at meetings

Attendance of all officers at meetings of their respective office shall be mandatory unless excused. In order for an absence to be considered excused, an officer shall be responsible for notifying the mayor or chairperson in the event of

an absence prior to any meeting. If the officer notifies the mayor, mayor pro-tem, deputy mayor pro-tem or chairperson in any other manner or after the absence, the validity of the excuse shall be decided by the membership of the council or board. A partial absence and a complete absence shall be considered the same. The officers may compel attendance of their members at all of their respective meetings. (Ordinance 2007-02-117, sec. 6, adopted 3/20/07)

The Texas Local Government Code Sec. 22.041 addresses absences of alderman (city council member) and their legal removal from office for the absence of three consecutive meetings.

Sec. 22.041. VACANCY ON GOVERNING BODY IS CREATED.

(a) If an alderman moves from the ward from which the alderman is elected, the alderman's office is considered vacant.

(b) If a member of the governing body is absent for three regular consecutive meetings, the member's office is considered vacant unless the member is sick or has first obtained a leave of absence at a regular meeting.

(c) In addition to an absence described by Subsection (b), a member of a governing body is also considered absent for the purposes of that subsection if the member is not present at the adjournment of a meeting at which a quorum is established, unless the member is first allowed to withdraw by the unanimous vote of the members present. This subsection applies only to a municipality that is located in a county with a population of 800,000 or more that is adjacent to an international border.

Excused absences are determined by state law. The Texas Local Government Code Section 22.038(d) provides that "A [Council member] shall be fined \$3 for each meeting that the alderman fails to attend unless the absence is caused by the alderman's illness or the illness of a family member."

However, the policy could include that the Council member notify the City Secretary prior to the meeting of their intended absence, as follows:

Compelling Attendance: It will be the duty of the Council member to notify the City Secretary in writing, prior to the meeting at which he or she is going to be absent. The City Secretary will record each Council member as being present or absent as a part of the minutes prepared for each council meeting. The City Secretary shall also retain any requests for excused absence and notify the Mayor when a Council member has missed two meetings without the absence being excused.

There has also been a request for discussion on a dress policy for city council meetings. The Policy does not currently address attire for council and/or staff during meetings.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. City Council Procedures and Decorum Policy



The New Fairview Procedures & Decorum Policy

“I will never bring reproach upon my hallowed arms, nor will I desert the comrade at whose side I stand, but I will defend our altars and our hearths, alone or supported by many. My native land I will not leave a diminished heritage, but greater and better than when I received it. I will obey the current statute and authorities and I am convinced of the institutions of the founding people, and so should the people of the world be founded in the same way. If anyone tries to overthrow the constitution or disobeys it, I will not permit him, but will come to its defense, alone or supported by many. I will honor the religion of my fathers. Let the gods be my witness: Agraulus, Enyalius, Ares, Zeus, Thallo, Auxo, Hegemone.”

The Ephebic Oath was taken by the young men of ancient Athens when they became of age to assume the responsibility of citizenship

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Introduction and Summary

The New Fairview City Council is the governing body for the City of New Fairview; therefore, they must bear the initial responsibility for the integrity of governance. The Council is responsible for its own development, both as a body and as individuals, its responsibilities, its own discipline, and its own performance. The policy that was developed and adopted was designed to ensure effective and efficient governance.

This policy will address Mayor and Council relations, Council and Staff relations, and Council and media relations. By adopting these guidelines for elected officials, we acknowledge our responsibility to each other, to our professional staff, and to the public. The Council will govern the City in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficiency and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community:

1. The Council has as high priorities the continual improvement of the member's professional ability and the promotion of an atmosphere conducive to the fair exchange of ideas and policies among members.
2. The Council will endeavor to keep the community informed on municipal affairs; encourage communication between the residents and the Council; strive for strong working relationships among neighboring municipalities and elected officials.
3. In its governance role, the Council will continue to be dedicated to friendly and courteous relationships with Staff, other Council members, and the public, and seek to improve the quality and image of public service.
4. The Council will also strive to recognize its responsibility to future generations by addressing the interrelatedness of the social, cultural, and physical characteristics of the ties of the community when making policies.
5. Finally, each Council member will make a commitment to improving the quality of life for the individual and the community and to be dedicated to the faithful stewardship of the public trust.

Definitions

Attendance - for the purposes of a regularly scheduled City Council meeting of New Fairview, attendance is defined as being present for roll call throughout the entirety of the meeting until adjournment.

Sec. 1-100 – Authority

Pursuant to the provisions of the Ordinances of the City of New Fairview, Texas, the City Council shall enact rules of procedure for all meetings of the City Council of the City of New Fairview, Texas, which shall be in effect upon their adoption by the City Council and until such times as they are amended or new rules adopted. These rules of procedures shall serve as general guidelines for Council conduct and meeting protocols.

Additionally, these general rules and guidelines shall govern the procedures and decorum of all Council appointed boards, commissions, committees, or other advisory bodies. References specific to the Council, Mayor, Mayor Pro Tem, or Council member duties and responsibilities shall apply to the advisory body, Chair, Vice Chair, and members respectively.

Sec. 1-110 – City Council Agenda

- (a) The City Administrator is responsible for creating and processing the agenda and agenda materials for City Council meetings. The City Administrator will submit agenda materials as appropriate for review by the City Attorney. The City Secretary is responsible for preparing and posting the agenda and assembling and distributing the agenda packets.
- (b) The Mayor or two Council Members may direct the City Administrator in writing to place an item on an agenda for a regular City Council meeting, special meeting, or work session for discussion only. Items must be submitted to the City Administrator no later than noon on the Monday preceding the week of the City Council meeting.
- (c) The City Council, during any scheduled regular or special meeting or work session, may direct the City Administrator to place an item on a future agenda.
- (d) Any two Council Members may request an item to be placed on the agenda for discussion. Should extraordinary staff time be required to address a requested agenda item, the City Administrator will place the item on a future Council agenda for direction and discussion prior to investing the extraordinary amount of staff time and communicate this decision to those requesting the item.
- (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. 1-111 – Planning & Zoning Commission Agenda

(a) The City Administrator is responsible for creating and processing the agenda and agenda materials for Planning & Zoning Commission (P&Z) meetings. The City Administrator will submit agenda materials as appropriate for review by the City Attorney. The City Secretary is responsible for preparing and posting the agenda and assembling and distributing the agenda packets.

(b) The Chair and two members may direct the City Administrator in writing to place an item on an agenda for a regular P&Z meeting, special meeting, or work session for discussion only. Items must be submitted to the City Administrator no later than noon on the Monday preceding the week of the P&Z meeting.

(c) The P&Z, during any scheduled regular or special meeting or work session, may direct the City Administrator to place an item on a future agenda.

(d) Any two Commissioners may request an item to be placed on the agenda for discussion. Should extraordinary staff time be required to address a requested agenda item, the City Administrator will place the item on a future P&Z agenda for direction and discussion prior to investing the extraordinary amount of staff time and communicate this decision to those requesting the item.

Sec. 1-120 – Types of Meetings

(a) *Regular Meetings:* The City of New Fairview regular City Council meetings are held on the first Monday of each month, at such time as may be set by the City Council, unless the meeting is rescheduled or canceled. All regular meetings of the City Council will be held in New Fairview Town Hall at 999 Illinois Lane, New Fairview, Texas, or at such other locations as the City Council may, by motion, resolution or ordinance, designate.

(b) *Work Session Meetings:* A work session is a meeting to discuss or explore matters of interest to the City, review and discuss agenda items, meet with City boards, commissions or committee members, City Staff or officers of civic organizations, governing bodies or individuals specifically invited to the session by the Mayor, City Administrator or the Council. These meetings are informational and no formal action shall be taken unless the

posted agenda indicates otherwise. The Mayor may allow any citizen to participate in the discussion at a work session, but only as recognized by the Mayor. The Mayor may end citizen participation in a work session in order to allow the City Council to proceed with the discussion.

If necessary, a work session will normally be scheduled before a regular meeting of the City Council and will be known as the "Pre-Council meeting."

- (c) *Special Meetings:* Special meetings may be called by the Mayor, the City Administrator, or by any two (2) members of the City Council. The call for a special meeting shall be filed with the City Secretary in written form, and the City Secretary shall cause the posting of notice of the meeting as governed by applicable law. The Mayor, City Administrator, or two Council Members may designate a location for the special meeting other than Town Hall as long as the location is open to the public and in compliance with applicable law.
- (d) *Emergency Meeting:* In case of emergency or urgent public necessity, as defined by State law and confirmed by the City Attorney when practical, which shall be expressed in the notice of the meeting, an emergency meeting may be called by the Mayor, City Administrator or his/her designee, or two members of the City Council, and it shall be sufficient if the notice is posted at least two hours before the meeting is convened.
- (e) *Closed Meeting:* The City Council may meet in a closed meeting but only under conditions allowed by applicable law. Details discussed in closed meetings shall be considered confidential and shall not be discussed or disclosed outside the meeting.
- (f) *Recessed Meetings.* Any meeting of the City Council may be recessed to a later time provided that no recess shall be for a period longer than twenty-four hours from the time the meeting is recessed.

Sec. 1-130 – Quorum

A quorum at a regular meeting of the City Council will be established by the presence of three members of the Council. A quorum at a special or emergency meeting of the City Council will be established by the presence of four members of the Council. The Mayor shall not count as a Council Member for the establishment of a quorum.

Sec. 1-140 – Order of Business

The Regular City Council meeting will be generally conducted in the following order unless otherwise specified. If the Mayor or any member of Council wishes to change the order of business, a proper motion must be made followed by a second and then passed by the affirmative

vote of a majority of the Council Members present and voting. An executive session may be held at any time during a meeting pursuant to applicable State law.

(a) *Regular Meeting Agenda:*

- (1) Call to Order – Chair officially calls the meeting to order.
- (2) Pledge of Allegiance – Each agenda of a regularly scheduled City Council meeting shall provide an item for the recital of the “Pledge of Allegiance” to both the United States flag and the Texas flag.
- (3) Public with Business – The time for the public to address the City Council on any subject. However, the City Council cannot discuss items presented under Public with Business nor take any action thereon other than consideration of the placement of the said item on a future agenda as a discussion item or refer the item to Staff for research and possible future action, unless the item presented is an item on the posted agenda for the meeting. Each speaker will be allowed three (3) minutes to speak. Speakers are not permitted to yield their time to others but are encouraged to inform the City Council if they are speaking on behalf of a larger group.
- (4) Old Business – Business items pending from previous City Council meetings. Members of the public may speak on any item under Old Business. They will be allowed three (3) minutes.
- (5) New Business – New or amended ordinances, resolutions, or policies that the Mayor, City Council Members or City Staff wish to have the City Council consider. Members of the public may speak on any item under New Business. They will be allowed three (3) minutes.
- (6) Consent agenda - Shall contain routine, non-controversial items that require City Council action but need little or no Council deliberation. An item can be removed from the consent agenda by the City Administrator, Mayor, or any member of the City Council and will be considered after approval of the consent agenda.
- (7) Presentations – The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented to the City Council.
- (8) Discussion Items – Items to be presented or discussed with City Council in order to garner direction from City Council. No action shall be taken on discussion items. Members of the public may speak on any Discussion item. They will be allowed three (3) minutes.
- (9) Executive Session (if needed) – Items to be discussed in the closed meeting under conditions allowed by applicable law. The City Council may not take final action during the executive session. It is understood and agreed that information discussed in the Executive Session is considered confidential and should remain so. Any final action resulting from an Executive Session discussion must be taken during the open public session.
- (10) Adjourn

(b) *Work Session Agenda (if necessary):*

- (1) Discussion of consent items – Council review and discussion of items that are by nature routine and typically require little or no Council deliberation.
- (2) Questions regarding regular agenda items – Council review and discussion of regular agenda items. The Council may ask questions of Staff, receive a brief presentation, and request additional information prior to consideration during the regular meeting.
- (3) Written or verbal presentations or discussions – Council updates and discussions regarding items, some of which may not be included as part of the regular meeting agenda.
- (4) Executive Session (if needed) - Items to be discussed in the closed meeting under conditions allowed by applicable law. The City Council may not take final action during executive session. It is understood and agreed that information discussed in Executive Session is considered confidential and should remain so. Any final action resulting from an Executive Session discussion must be taken during the open public session.
- (5) Adjourn

(c) *Executive Session:*

- (1) Conduct Executive Session – Items to be discussed in a closed meeting under conditions allowed by applicable law. The City Council may not take final action during Executive Session. It is understood and agreed that information discussed in Executive Session is considered confidential and should remain so until the Council takes action in public on the matter. Any final action resulting from an Executive Session discussion must be taken during the open public session.

Sec. 1-150 – General Procedures

- (a) *General Procedure:* General rules of parliamentary procedure as defined herein, consistent with state law and any applicable City ordinance, statute, or other legal requirements, shall govern the proceedings of the City Council. To the extent not inconsistent with these rules, the City Council shall use Robert's Rules of Order as a general guideline for additional rules of the parliamentary procedure without being a procedural requirement. Notwithstanding the above, failure to abide by, or adhere to, these rules shall not nullify or negate any action by the City Council. These rules of parliamentary procedure are intended solely as a guideline.
- (b) *Chair of Meeting:* The Mayor shall preside over all meetings of the City Council as the Tempore Chair and enforce these rules and procedures during a meeting. In the absence

of the Mayor, the Pro Tempore shall assume the Chair's responsibility at the meeting. In the absence of the Pro Tempore, the Council will choose a Chair for the meeting.

- (c) *Authority of the Chair:* The Chairperson shall make decisions on questions of procedure subject to review respectively by the Council as a whole.
- (d) *Council Deliberations:* The Chair has the responsibility to control the discussion and the order of speakers. Council Members will generally be called upon in the order of the request to speak. Generally, a Council Member may not be recognized to speak subsequently until each Council Member has had an opportunity to obtain the floor. A Council Member holding the floor may address a question to another Council Member and that Council Member may, should they so choose, respond to the question while the floor is still held by the Council Member asking the question.
- (e) *Limits to Deliberations:* After an agenda item is announced by the Chair, the City Council may discuss the item without the need for a motion on the item. Council Members will limit their comments to the subject matter or motion currently being considered.
- (f) *Repetitious Comments Prohibited:* A speaker or Council Member shall not present the same or substantially the same items or arguments to the City Council repeatedly or be repetitious in presenting oral comments. A speaker or Council Member shall not present an argument on a matter previously considered by the City Council at the same session.
- (g) *Obtaining the Floor:* Any member of the Council wishing to speak shall first obtain the floor by making a request for the floor to the Chair. The Chair shall recognize any Council Member who seeks the floor when appropriately entitled to do so.
- (h) *Motions:* Motions may be made by any member of the Council including the Chair. Any member of the City Council may second a motion.
- (i) *Procedures for Motions:* The following is the general procedure for making motions:
 - (1) The item is presented by Staff or others followed by questions and discussion by Council Members.
 - (2) A Council Member who wishes to make a motion shall first obtain the floor.
 - (3) A Council Member who wishes to second a motion shall do so through a request to the Chair.
 - (4) Before a motion can be discussed, it shall be seconded.
 - (5) Once the motion has been properly made and seconded, the Chair shall open the matter for further discussion offering the first opportunity to the moving party and, thereafter, to any Council Member properly recognized by the Chair.

- (j) *Amendments to Motions:* When a motion is on the floor and an amendment is offered, the amendment shall be acted upon prior to acting on the main motion. No motion of a subject other than the agenda item under consideration shall be admitted as an amendment. A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be in order. The action shall be taken on the amended amendment prior to any other action to further amend the original motion.
- (k) *Continuance of Discussion or Hearings:* Any item being discussed or any public hearing at a City Council meeting may, by order, notice, or motion, be continued or tabled to any subsequent meeting.
- (l) *Voting:* All Council Members must vote either “yea” in the affirmative or “nay” in the negative. A present member who does not vote will be officially recorded as a “nay” or negative vote. When a Council Member recused oneself, that Council Member is not counted as present for quorum purposes and is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those voting and present”.
- (m) *Public Hearings:* The following is the general procedure for conducting public hearings:
 - (1) Staff presents a report.
 - (2) City Council Members may ask Staff questions.
 - (3) The applicant then has the opportunity to present comments, testimony, and/or oral arguments.
 - (4) City Council Members may ask questions of the applicant.
 - (5) The Chair opens the public hearing.
 - (6) Upon opening the public hearing, and before any motion is adopted related to the merits of the issue to be heard, the Chair shall inquire if there is anyone present who desires to speak on the matter which is to be heard or to present evidence regarding the matter.
 - (7) Members of the public are provided with the opportunity for comments and testimony in accordance with Section 1-160 (d) of the City Council Procedures and Decorum Policy.
 - (8) A vote by City Council to close the public hearing upon a motion and second.
 - (9) The applicant may be given the opportunity to respond to questions from the City Council and for closing comments or rebuttal.
 - (10) The City Council deliberates on the issue.

- (11) If the City Council raises new issues through deliberation and a majority of the City Council seeks additional public testimony, additional public comment and testimony are permitted in accordance with Section 1-160 (d) of the City Council Procedures and Decorum Policy.
 - (12) The City Council deliberates and takes action as needed.
 - (13) The Chair announces the final decision of the City Council as applicable.
- (n) *Call for Recess:* The Chair may call for a recess of up to fifteen (15) minutes at regular intervals at appropriate points in the meeting agenda, or if requested by any two (2) Council Members.

Sec. 1-160 – Decorum

- (a) *General:* During Council meetings, Council Members shall preserve order and decorum, shall not interrupt or delay proceedings, and shall obey the rules of the Council. Council Members shall demonstrate respect and courtesy to one another, to City Staff, and to members of the public appearing before the Council. Council Members shall seek to phrase and communicate all writings, publications, and speeches in a professional and constructive manner.

Council Members may express differing ideas. Equitable representation helps promote the unity of purpose by allowing the public to be informed of each Member's position during his/her term of office and not only during an election campaign.

Members of the Council will not condone any unethical or illegal activity from any Council Member or members of the Staff. All members of the Council agree to uphold the intent of this policy and to govern their actions accordingly.

(b) *Mayoral Responsibilities:*

- (1) The Mayor shall serve as the Chair of all meetings. The Mayor Pro Tempore shall preside in the absence of the Mayor.
- (2) The Mayor shall have a voice in all matters before the Council.
- (3) The Chair is responsible for preserving order and decorum and shall keep the meetings orderly by recognizing each Member for discussion, limiting speaking items, encouraging debate among Members, and keeping discussion limited to the agenda item being considered.
- (4) The Mayor is the official spokesperson for the Council on all matters unless absent, at which time the Mayor Pro Tempore or appropriate designee will assume the

role. The views presented by the Mayor, or the Mayor Pro Tempore in his/her absence, should provide an equitable representation of all Council Members.

- (5) The Chair will encourage all Council Members to participate in Council discussion and give each Member an opportunity to speak before any Member can speak again on the same subject.
- (6) The Mayor is responsible for ensuring that an orientation of all Council Members is conducted following an election. The orientation shall include Council procedures, staff and media relations, current agenda items, municipal leadership training programs, and legal issues governing the behavior of elected officials, etc.

(c) Council Responsibilities

- (1) Each Council Member is responsible for being prepared to discuss the agenda.
- (2) Each Council Member is required to attend a Council Member Orientation and is encouraged to attend at least one Texas Municipal League-sponsored conference each year in order to stay informed on issues facing municipalities.
- (3) It is the responsibility of Council Members to be informed about the action taken by the Council in their absence. In the case of an absence from a work session, the Council Member is responsible for obtaining this information from the City Administrator prior to the Council meeting during which said item is to be voted upon.
- (4) When addressing an agenda item, the Council Member shall first be recognized by the Chair, confine comments to the question under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other Council Member or Staff Member during debate or vote.
- (5) Any Council Member may appeal a ruling by the Chair to the Council as a whole. If the appeal is seconded, the person making the appeal may make a brief statement and the Chair may respond. An appeal may generally be debated by the Members, but each Member may speak only once. The affirmative vote of a majority of the Council Members present and voting shall be necessary to approve the motion.
- (6) Any Council Member may ask the Chair to enforce the policy established by the Council. Should the Chair fail to do so, a majority vote of the Council Members present shall require the Chair to enforce the policy.
- (7) When a Council Member is appointed to serve as a liaison to a board, committee or commission, the Council Member is responsible for keeping all Council Members informed of significant activities of that board, committee or commission. The appointed Council Member should report the actions of the board, committee or commission during a work session of the City Council.
- (8) While a member of the Council is speaking, other members shall not hold private discourse or in any manner interrupt the speaker. In all discussions, disrespectful

language and behavior shall be avoided.

- (9) Every member of the Council who shall be present at a meeting, when a vote is called for by the Chair shall vote thereon unless they have recused themselves due to a conflict of interest.
 - (a) If a Council member has a substantial interest in a business entity or in real property, the official shall file, before a vote or decision on any matter involving the business entity or the real property, an affidavit stating the nature and extent of the interest and shall abstain from further participation in the matter if:
 - (1) in the case of a substantial interest in a business entity the action on the matter will have a special economic effect on the business entity that is distinguishable from the effect on the public; or
 - (2) in the case of a substantial interest in real property, it is reasonably foreseeable that action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.
 - (b) The affidavit must be filed with the City Secretary.
 - (c) If a Council member is required to file and does file an affidavit under Subsection (a), the official is not required to abstain from further participation in the matter requiring the affidavit if a majority of the members of the governmental entity of which the official is a member is composed of persons who are likewise required to file and who do file affidavits of similar interests on the same official action.
- (10) A Council Member may not represent any third party before any City board or commission.
- (11) All personal communication devices should be placed in a silent mode during any City Council meetings. Personal communication devices shall not be used for communicating City-related business during any City Council meetings.
- (d) *Citizens' participation:* The following rules shall be in force for persons in attendance at all meetings of Council:
 - (1) Persons wishing to address the Council during Public with Business or on a particular agenda item shall complete a Public Comment Form and present said form to the City Secretary up to the close of the comment period during which they choose to speak. Speakers shall approach the lectern and give his/her name and address before speaking. Speakers shall address the Mayor and Council with civility that is conducive to appropriate public discussion. All public comments should be addressed to the City Council rather than to individual members. Each speaker will be allowed three (3) minutes to speak. Speakers are not permitted to yield their time to others but are encouraged to inform the City Council if they are speaking on behalf of a larger group. No person shall be allowed to address the

Council more than once per agenda item unless called upon by a City Council Member to do so.

- (2) City Council Members cannot discuss items presented under Public with Business nor take any action thereon other than consideration of the placement of said item on a future agenda as a discussion item or refer the item to City Staff for research and possible future action, unless the item presented is an item on the posted agenda for the meeting.
- (3) Persons may not engage in discussions with the Council during Council deliberations unless specifically asked a question by a Council Member. Persons who have been asked a question by a Council Member must be recognized by the Chair before being allowed to speak. The Chair may end any question and answer session between Council Members and a member of the public in order to facilitate the order of business.
- (4) Persons may present printed material to be included in the Council agenda packets one week prior to a meeting. Persons may present printed material to the City Secretary to distribute to the Council during a meeting.
- (5) Persons may present electronic media during their comments provided that all materials are submitted to the City by 4:00 P.M. the day of the meeting. Files should be emailed to citysecretary@NewFairview.org. Materials submitted after 4:00 p.m. will be forwarded to City Council following staff review but will not be available to present during the meeting. Any digital presentation material will be included in an individual's 3-minute time limit.
- (6) Persons attending Council meetings shall remain seated or may stand in the back and come and go so long as it does not disrupt the meeting. Persons in attendance shall not carry signs, placards or other items which could block the view of those behind them or be disruptive to the proceedings. No person attending any Council meeting shall delay the proceedings or refuse to obey the orders of the presiding officer.
- (7) Disturbances, transgressions of the rules or disorderly conduct in the Council chamber may cause the transgressor to be removed from the meeting. The Chair of the meeting, shall exercise control over persons who disrupt the meeting in the following ascending order of action:
 - a. Call the person to order, advising that person of the infraction.
 - b. Advise the person that the infraction must cease immediately or the person will be ordered to leave the meeting.
 - c. Order the person to leave the meeting. If the offending person is a member of Council, the Chair shall call for a vote on the expulsion of that member from the meeting, and such vote requires a majority for adoption.
A police officer may remove an individual or individuals for disrupting a meeting as authorized by Texas Penal Code Section 42.05.

- (8) Persons are encouraged to attend Council meetings. However, the number admitted shall be limited to the fire safety capacity of the Council chamber as determined by the fire chief or designee. If the capacity is surpassed the Council may adjourn the meeting and move its proceedings to a location that will accommodate a larger number of participants.

Sec. 1-170 - Staff Relations

- (a) In order to ensure proper presentation of agenda items by Staff, questions arising from Council Members after receiving their information packet should be, whenever possible, presented to the City Administrator for Staff consideration prior to the Council meeting. This allows Staff the time to address the Council Member's concern and provide all Council Members with additional information.
- (b) The City Administrator shall designate the appropriate Staff Member to address each agenda item and shall see that each presentation is prepared and presented in order to inform and educate the Council on the issues that require Council action. The presentation should be professional, timely and allow for discussion of options for resolving the issue. As a summary, the Staff Member making the presentation shall make it clear if no Council action is required or present the Staff recommendation as a part of the presentation, and/or present the specific options for Council consideration.
- (c) The City Administrator is directly responsible for providing information to all the Council concerning any inquiries by a specific Council Member that is significant in nature and would be beneficial to all Council Members. If the City Administrator or the Staff's time is being dominated or misdirected by a Council Member, it is the City Administrator's responsibility to inform the Mayor.
- (d) The City Administrator will exhibit the highest professional and ethical behavior. The City Administrator is responsible for the professional and ethical behavior and discipline of his/her Staff. The City Administrator is also responsible for ensuring that the Staff receives the training and information necessary to address the issues facing municipal government.
- (e) Any conflicts arising between the City Staff and the Council will be addressed by the Mayor and the City Administrator.
- (f) All Staff Members shall show one another, each Council Member, and the public, respect, and courtesy at all times. They are also responsible for making objective, professional presentations to ensure public confidence in the process.
- (g) The City Administrator, after an election, will make sure that the Staff has prepared the information needed for the orientation of new Council Members, and inform the Council of any available Texas Municipal League conferences and seminars. The City Administrator

will also be responsible for meeting personally with new Members and informing them about City facilities, policies and procedures.

Sec 1-180 – Council and Media Relations

Since the democratic form of government is only successful when the citizens are kept informed and educated about the issues facing their municipality, it is imperative the media play an important role in the governmental process. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with all media reporters. The Council and the City Administrator recognize that the media provides an important link between the Council and the public. It is desired to establish a professional working relationship to help maintain a well informed and educated citizenry.

(a) During the conduct of official business, the news media shall occupy places designated for them or the general public.

(b) All reporters will have access to an agenda and will be furnished support materials needed for clarification if requested.

(c) In order to preserve the decorum and professionalism of Council meetings, the media are requested to refrain from conversing privately with other people in the audience and to conduct any interview with the public outside the meeting room while the Council is in session.

(d) Since each government body conducts business differently, it is requested that all reporters new to Council meetings meet with the City Administrator or the designated media relations representative prior to covering their first meeting to be informed of the policies and procedures to help foster a professional working relationship between the media reporter and the City.

(e) On administrative matters, the City Administrator is the spokesperson, unless he/she has appointed a media relations person to present Staff information on the agenda.

(f) The Mayor, or his/her designee, is the primary spokesperson for the City on matters regarding policy decisions or any Council information pertaining to issues on the agenda. In order to ensure fair treatment of an issue, any clarifications requested by the media on the issue should be addressed after the meeting. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. This lets the public know that the item was seriously debated and options discussed before a vote was taken, and helps build confidence in the democratic process. In respect to each Council Member and the citizens of the City, the views presented by each Council Member should provide equitable representation of all

Members. Even though Council Members may express differing ideas, equitable representation helps promote unity of purpose by allowing the public to be informed of each Member's position during his/her term of office and not only during an election campaign.

Sec. 1-190 – Statements by public officials regarding litigation

When the City of New Fairview is involved in litigation or a legal dispute, Council Members shall refrain from commenting on settlements, appeals or other issues related to the subject until the matter is resolved. The Mayor, City Administrator or City Attorney shall be authorized to provide any public responses or comments, as needed on matters involving litigation.

Sec 1-200 - Non-Exclusive Rules

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the City Council, or of its presiding officer, to govern the conduct of the City Council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the City.

Sec 1-210 – Disbursement of Council Requested Information

As a general courtesy and to maintain equality in the disbursement of information, documentation or data requested by a Council Member from Staff shall be provided to all members of the Council.

Sec. 1-220 – Policy Enforcement

If a Member(s) of the City Council believes this policy has been violated, the topic shall be placed on a meeting agenda following proper procedure (by City Administrator, Mayor, or two members of the City Council).

A determination of violation shall be stated by the majority vote of those present during the deliberation.

If it is a Member of the Council who is determined to be in violation of this policy, a standard letter of violation signed by the Mayor (or Mayor Pro Tempore, if the letter is going to the Mayor) shall be issued to the person. A copy of the letter shall become a part of the Council Member's official file with the City.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

Budget Workshop

DESCRIPTION:

Receive a report and hold a discussion regarding the Fiscal Year (FY) 2021-22 budget trends and the projections and priorities for FY 2022-23 annual budget.

BACKGROUND INFORMATION:

The item is to discuss the trends for Fiscal Year 2021-22 and the projections for Fiscal Year 2022-23 as staff works on preparing the next annual budget. Below is the proposed calendar of dates that staff is planning to hold budget workshops, public hearings, and adoption of the budget.

August 1	Budget Workshop (Regular Meeting)
August 15	Budget Workshop (Special Meeting)
August 29	Budget Workshop (Special Meeting)
September 5	Public Hearing on Tax Rate (Regular Meeting)
September 5	Public Hearing on Budget (Regular Meeting)
September 19	Adoption of Tax Rate and Budget (Special Meeting)
September 29	Last Possible Day to adopt tax rate (Special Meeting)

FINANCIAL CONSIDERATION:

None, discussion only.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

None

Statement of Revenue and Expenditures

	Annual Budget Oct 2021 Sep 2022	Current Period Jun 2022 Jun 2022 Actual	Year-To-Date Oct 2021 Jun 2022 Actual	Annual Budget Oct 2021 Sep 2022 Variance	Oct 2021 Sep 2022 Percent of Budget
Revenue & Expenditures					
Revenue					
Revenues					
Fines & Fees					
4501 Court Fines	20,000.00	542.81	9,882.40	(10,117.60)	49.41%
4601 Safety Inspection Fee	240,000.00	0.00		(240,000.00)	0.00%
Total Fines & Fees	\$260,000.00	\$542.81	\$9,882.40	(\$250,117.60)	
Franchise Fees					
4301 Franchise Fees	50,000.00	1,472.06	65,292.29	15,292.29	130.58%
Total Franchise Fees	\$50,000.00	\$1,472.06	\$65,292.29	\$15,292.29	
Other Revenue					
4901 Other Revenue		849.00	6,152.37	6,152.37	0.00%
Total Other Revenue		\$849.00	\$6,152.37	\$6,152.37	
Permits					
4404 Annexation Fee		500.00	1,000.00	1,000.00	0.00%
4401 Construction Permits	650,000.00	202,623.81	659,556.84	9,556.84	101.47%
4403 Contractor Registration		384.00	5,912.25	5,912.25	0.00%
4402 Septic Permits		2,460.00	16,511.90	16,511.90	0.00%
Total Permits	\$650,000.00	\$205,967.81	\$682,980.99	\$32,980.99	
Property Tax					
4101 Current Property Tax	516,634.00	4,265.74	590,547.88	73,913.88	114.31%
4102 Delinquent Property Tax	10,576.00	0.00		(10,576.00)	0.00%
4103 Penalties	1,586.00	0.00		(1,586.00)	0.00%
Total Property Tax	\$528,796.00	\$4,265.74	\$590,547.88	\$61,751.88	
Sales Tax					
4201 Sales/ Beverage Tax	300,000.00	32,585.74	288,789.00	(11,211.00)	96.26%
Total Sales Tax	\$300,000.00	\$32,585.74	\$288,789.00	(\$11,211.00)	
Revenues Totals	\$1,788,796.00	\$245,683.16	\$1,643,644.93	(\$145,151.07)	
Revenue	\$1,788,796.00	\$245,683.16	\$1,643,644.93	(\$145,151.07)	
Gross Profit	\$1,788,796.00	\$245,683.16	\$1,643,644.93		
Expenses					
City Administration					
Contract Labor					
5109 City Engineer		600.00	600.00	(600.00)	0.00%
5101 Contract Labor	3,000.00	560.00	17,320.64	(14,320.64)	577.35%
5111 Information Technology		0.00	278.98	(278.98)	0.00%

Statement of Revenue and Expenditures

		Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2021
		Oct 2021	Jun 2022	Oct 2021	Oct 2021	Sept 2022
		Sep 2022	Actual	Actual	Sep 2022	Percent of Budget
					Variance	
5108	Legal Expenses	50,000.00	5,313.00	40,195.73	9,804.27	80.39%
5102	Public Infrastructure	2,500.00	0.00		2,500.00	0.00%
	Total Contract Labor	\$55,500.00	\$6,473.00	\$58,395.35	(\$2,895.35)	
	Debt Service Expense					
7020	Interest Payment		0.00	260.00	(260.00)	0.00%
	Total Debt Service Expense		\$0.00	\$260.00	(\$260.00)	
	Other Expense					
5901	Miscellaneous Expense		11,210.99	77,628.19	(77,628.19)	0.00%
5985	Penalties Expense		0.00	26,474.05	(26,474.05)	0.00%
	Total Other Expense		\$11,210.99	\$104,102.24	(\$104,102.24)	
	Repair / Maintenance Expense					
5401	Building Repairs		0.00	175.00	(175.00)	0.00%
	Total Repair / Maintenance Expense		\$0.00	\$175.00	(\$175.00)	
	Salaries & Payroll					
5011	Deferred Compensation	10,000.00	0.00		10,000.00	0.00%
5007	FICA - Payroll Taxes	7,635.00	0.00		7,635.00	0.00%
5006	Health Insurance	8,880.00	2,003.79	7,667.81	1,212.19	86.35%
5004	Longevity Pay	200.00	0.00	136.00	64.00	68.00%
5012	LTD, STD and Life	1,056.00	0.00		1,056.00	0.00%
5009	Mileage	3,600.00	0.00		3,600.00	0.00%
5001	Salaries	110,760.00	10,379.41	79,959.51	30,800.49	72.19%
5005	TMRS	12,082.00	3,725.91	17,126.68	(5,044.68)	141.75%
5010	Unemployment	270.00	0.00		270.00	0.00%
5008	Worker's Comp	300.00	32.08	38.30	261.70	12.77%
	Total Salaries & Payroll	\$154,783.00	\$16,141.19	\$104,928.30	\$49,854.70	
	Services					
5361	Credit Card Fees		1,050.29	6,417.74	(6,417.74)	0.00%
5320	Equipment Rental		44.00	44.00	(44.00)	0.00%
5305	Legal Notices		0.00	710.75	(710.75)	0.00%
5350	Professional Services	21,500.00	0.00	13,500.00	8,000.00	62.79%
5360	Prop Tax Collection Fees		0.00	6,638.77	(6,638.77)	0.00%
5310	Software	2,500.00	663.00	24,096.16	(21,596.16)	963.85%
5380	TML Insurance		0.00	7,507.66	(7,507.66)	0.00%
5322	Training/ Dues/ Memberships	5,500.00	1,110.62	2,044.87	3,455.13	37.18%
	Total Services	\$29,500.00	\$2,867.91	\$60,959.95	(\$31,459.95)	
	Supplies					
5202	Equipment	1,000.00	0.00	162.50	837.50	16.25%

Statement of Revenue and Expenditures

		Annual Budget Oct 2021 Sep 2022	Current Period Jun 2022 Jun 2022 Actual	Year-To-Date Oct 2021 Jun 2022 Actual	Annual Budget Oct 2021 Sep 2022 Variance	Oct 2021 Sep 2022 Percent of Budget
5299	Miscellaneous Supplies	500.00	0.00		500.00	0.00%
5201	Office Supplies	2,500.00	85.37	1,638.08	861.92	65.52%
5207	Postage	200.00	0.00	1.36	198.64	0.68%
5222	Signs		0.00	444.11	(444.11)	0.00%
	Total Supplies	\$4,200.00	\$85.37	\$2,246.05	\$1,953.95	
	Utilities Expense					
5501	Electric / Trash		114.17	1,126.35	(1,126.35)	0.00%
5502	Internet/Telephone		713.55	17,982.60	(17,982.60)	0.00%
	Total Utilities Expense		\$827.72	\$19,108.95	(\$19,108.95)	
	City Administration Totals	\$243,983.00	\$37,606.18	\$350,175.84	(\$106,192.84)	
	City Council					
	Contract Labor					
5109	City Engineer	2,500.00	0.00		2,500.00	0.00%
5110	City Planner	2,500.00	0.00		2,500.00	0.00%
5101	Contract Labor		0.00	80.00	(80.00)	0.00%
5108	Legal Expenses	15,000.00	0.00	15,409.41	(409.41)	102.73%
	Total Contract Labor	\$20,000.00	\$0.00	\$15,489.41	\$4,510.59	
	Other Expense					
5901	Miscellaneous Expense		21.09	21.09	(21.09)	0.00%
	Total Other Expense		\$21.09	\$21.09	(\$21.09)	
	Services					
5370	Election Expense	3,000.00	1,406.56	1,406.56	1,593.44	46.89%
5310	Software		0.00	261.02	(261.02)	0.00%
5322	Training/ Dues/ Memberships	15,000.00	235.10	1,516.10	13,483.90	10.11%
	Total Services	\$18,000.00	\$1,641.66	\$3,183.68	\$14,816.32	
	Supplies					
5213	Council Supplies	1,500.00	0.00	8.98	1,491.02	0.60%
5202	Equipment	5,000.00	0.00		5,000.00	0.00%
5299	Miscellaneous Supplies	1,500.00	0.00		1,500.00	0.00%
5201	Office Supplies		315.12	668.97	(668.97)	0.00%
	Total Supplies	\$8,000.00	\$315.12	\$677.95	\$7,322.05	
	City Council Totals	\$46,000.00	\$1,977.87	\$19,372.13	\$26,627.87	
	City Secretary					
	Contract Labor					
5108	Legal Expenses	2,500.00	0.00	7,765.50	(5,265.50)	310.62%
	Total Contract Labor	\$2,500.00	\$0.00	\$7,765.50	(\$5,265.50)	

Statement of Revenue and Expenditures

		Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2021
		Oct 2021	Jun 2022	Oct 2021	Oct 2021	Percent of
		Sep 2022	Actual	Jun 2022	Sep 2022	Budget
				Actual	Variance	
Salaries & Payroll						
5007	FICA - Payroll Taxes	2,378.00	318.80	1,996.40	381.60	83.95%
5006	Health Insurance	4,440.00	2,003.79	4,311.89	128.11	97.11%
5004	Longevity Pay	450.00	0.00		450.00	0.00%
5012	LTD, STD and Life	528.00	0.00		528.00	0.00%
5009	Mileage	250.00	0.00		250.00	0.00%
5001	Salaries	31,560.00	4,230.76	26,366.41	5,193.59	83.54%
5005	TMRS	3,619.00	512.36	3,060.55	558.45	84.57%
5010	Unemployment	135.00	0.00		135.00	0.00%
5008	Worker's Comp	100.00	32.08	32.08	67.92	32.08%
Total Salaries & Payroll		\$43,460.00	\$7,097.79	\$35,767.33	\$7,692.67	
Services						
5330	Ads - Marketing	1,000.00	0.00		1,000.00	0.00%
5305	Legal Notices	1,800.00	0.00		1,800.00	0.00%
5306	Recording	2,000.00	0.00		2,000.00	0.00%
5310	Software	2,250.00	27.23	157.22	2,092.78	6.99%
5322	Training/ Dues/ Memberships	4,000.00	423.25	2,658.99	1,341.01	66.47%
Total Services		\$11,050.00	\$450.48	\$2,816.21	\$8,233.79	
Supplies						
5202	Equipment	500.00	0.00	640.48	(140.48)	128.10%
5299	Miscellaneous Supplies	500.00	0.00		500.00	0.00%
5201	Office Supplies	2,000.00	0.00	2.99	1,997.01	0.15%
5207	Postage	400.00	0.00		400.00	0.00%
5222	Signs		0.00	363.99	(363.99)	0.00%
Total Supplies		\$3,400.00	\$0.00	\$1,007.46	\$2,392.54	
Utilities Expense						
5501	Electric / Trash		114.16	1,126.29	(1,126.29)	0.00%
5502	Internet/Telephone		67.17	604.53	(604.53)	0.00%
Total Utilities Expense			\$181.33	\$1,730.82	(\$1,730.82)	
City Secretary Totals		\$60,410.00	\$7,729.60	\$49,087.32	\$11,322.68	
Communication & PR						
Contract Labor						
5101	Contract Labor	6,500.00	0.00		6,500.00	0.00%
Total Contract Labor		\$6,500.00	\$0.00		\$6,500.00	
Supplies						
5207	Postage	6,500.00	0.00		6,500.00	0.00%
Total Supplies		\$6,500.00	\$0.00		\$6,500.00	

Statement of Revenue and Expenditures

	Annual Budget Oct 2021 Sep 2022	Current Period Jun 2022 Jun 2022 Actual	Year-To-Date Oct 2021 Jun 2022 Actual	Annual Budget Oct 2021 Variance	Oct 2021 Sep 2022 Percent of Budget
Communication & PR Totals	\$13,000.00	\$0.00		\$13,000.00	
Court					
Contract Labor					
5107 Contract Deputies		454.35	454.35	(454.35)	0.00%
5101 Contract Labor		0.00	1,200.00	(1,200.00)	0.00%
5108 Legal Expenses	5,000.00	312.00	5,962.28	(962.28)	119.25%
5106 Municipal Judge	2,000.00	0.00		2,000.00	0.00%
Total Contract Labor	\$7,000.00	\$766.35	\$7,616.63	(\$616.63)	
Salaries & Payroll					
5007 FICA - Payroll Taxes	176.00	0.00	1,436.38	(1,260.38)	816.13%
5006 Health Insurance	2,220.00	0.00	5,664.03	(3,444.03)	255.14%
5004 Longevity Pay	50.00	0.00	172.00	(122.00)	344.00%
5012 LTD, STD and Life	264.00	0.00		264.00	0.00%
5009 Mileage	125.00	0.00		125.00	0.00%
5003 Overtime	375.00	0.00	1,360.79	(985.79)	362.88%
5001 Salaries	9,036.00	0.00	17,327.05	(8,291.05)	191.76%
5005 TMRS	1,071.00	0.00	2,314.72	(1,243.72)	216.13%
5010 Unemployment	68.00	0.00		68.00	0.00%
5008 Worker's Comp	38.00	32.08	38.30	(0.30)	100.79%
Total Salaries & Payroll	\$13,423.00	\$32.08	\$28,313.27	(\$14,890.27)	
Services					
5325 Municipal Judge Training	250.00	0.00		250.00	0.00%
5350 Professional Services		23.95	23.95	(23.95)	0.00%
5310 Software	5,000.00	0.00	5,199.00	(199.00)	103.98%
5322 Training/ Dues/ Memberships	1,500.00	778.20	9,343.80	(7,843.80)	622.92%
Total Services	\$6,750.00	\$802.15	\$14,566.75	(\$7,816.75)	
Supplies					
5202 Equipment	1,190.00	0.00	162.50	1,027.50	13.66%
5299 Miscellaneous Supplies	500.00	0.00		500.00	0.00%
5201 Office Supplies	1,500.00	0.00		1,500.00	0.00%
5207 Postage	300.00	0.00		300.00	0.00%
5222 Signs		0.00	363.99	(363.99)	0.00%
Total Supplies	\$3,490.00	\$0.00	\$526.49	\$2,963.51	
Utilities Expense					
5501 Electric / Trash		114.15	1,126.26	(1,126.26)	0.00%
5502 Internet/Telephone		67.16	604.44	(604.44)	0.00%
Total Utilities Expense		\$181.31	\$1,730.70	(\$1,730.70)	

Statement of Revenue and Expenditures

	Annual Budget Oct 2021 Sep 2022	Current Period Jun 2022 Jun 2022 Actual	Year-To-Date Oct 2021 Jun 2022 Actual	Annual Budget Oct 2021 Sep 2022 Variance	Oct 2021 Sep 2022 Percent of Budget
Court Totals	\$30,663.00	\$1,781.89	\$52,753.84	(\$22,090.84)	
Economic Development					
Services					
5350 Professional Services	10,000.00	0.00		10,000.00	0.00%
5310 Software	1,500.00	0.00	1,500.00		100.00%
Total Services	\$11,500.00	\$0.00	\$1,500.00	\$10,000.00	
Economic Development Totals	\$11,500.00	\$0.00	\$1,500.00	\$10,000.00	
Finance					
Salaries & Payroll					
5007 FICA - Payroll Taxes	3,082.00	0.00		3,082.00	0.00%
5006 Health Insurance	6,660.00	0.00		6,660.00	0.00%
5004 Longevity Pay	500.00	0.00		500.00	0.00%
5012 LTD, STD and Life	792.00	0.00		792.00	0.00%
5009 Mileage	375.00	0.00		375.00	0.00%
5003 Overtime	375.00	0.00		375.00	0.00%
5001 Salaries	40,596.00	0.00		40,596.00	0.00%
5005 TMRS	4,690.00	0.00		4,690.00	0.00%
5010 Unemployment	203.00	0.00		203.00	0.00%
5008 Worker's Comp	138.00	0.00		138.00	0.00%
Total Salaries & Payroll	\$57,411.00	\$0.00		\$57,411.00	
Services					
5340 Auditor	5,000.00	0.00		5,000.00	0.00%
5350 Professional Services	10,000.00	0.00		10,000.00	0.00%
5360 Prop Tax Collection Fees		2,975.50	2,975.50	(2,975.50)	0.00%
5310 Software	7,250.00	0.00		7,250.00	0.00%
Total Services	\$22,250.00	\$2,975.50	\$2,975.50	\$19,274.50	
Finance Totals	\$79,661.00	\$2,975.50	\$2,975.50	\$76,685.50	
Health					
Contract Labor					
5112 Abatement	25,000.00	0.00		25,000.00	0.00%
5104 Animal Control	7,500.00	0.00		7,500.00	0.00%
5102 Public Infrastructure	10,000.00	0.00		10,000.00	0.00%
5103 Septic Inspector	3,500.00	0.00		3,500.00	0.00%
Total Contract Labor	\$46,000.00	\$0.00		\$46,000.00	
Salaries & Payroll					
5007 FICA - Payroll Taxes	1,111.00	0.00		1,111.00	0.00%
5006 Health Insurance	4,440.00	0.00		4,440.00	0.00%

Statement of Revenue and Expenditures

		Annual Budget Oct 2021 Sep 2022	Current Period Jun 2022 Jun 2022 Actual	Year-To-Date Oct 2021 Jun 2022 Actual	Annual Budget Oct 2021 Sep 2022 Variance	Oct 2021 Sep 2022 Percent of Budget
5004	Longevity Pay	50.00	0.00		50.00	0.00%
5012	LTD, STD and Life	528.00	0.00		528.00	0.00%
5009	Mileage	250.00	0.00		250.00	0.00%
5003	Overtime	1,400.00	0.00		1,400.00	0.00%
5001	Salaries	27,583.00	0.00		27,583.00	0.00%
5005	TMRS	2,877.00	0.00		2,877.00	0.00%
5010	Unemployment	135.00	0.00		135.00	0.00%
5008	Worker's Comp	325.00	0.00		325.00	0.00%
	Total Salaries & Payroll	\$38,699.00	\$0.00		\$38,699.00	
	Supplies					
5299	Miscellaneous Supplies	500.00	0.00		500.00	0.00%
5207	Postage	250.00	0.00		250.00	0.00%
5222	Signs	500.00	0.00		500.00	0.00%
	Total Supplies	\$1,250.00	\$0.00		\$1,250.00	
	Health Totals	\$85,949.00	\$0.00		\$85,949.00	
	Human Resources & Risk					
	Salaries & Payroll					
5005	TMRS		0.00	(1,572.61)	1,572.61	0.00%
	Total Salaries & Payroll		\$0.00	(\$1,572.61)	\$1,572.61	
	Services					
5350	Professional Services	2,500.00	0.00	3,200.00	(700.00)	128.00%
5310	Software	3,500.00	0.00		3,500.00	0.00%
5380	TML Insurance	15,000.00	0.00		15,000.00	0.00%
	Total Services	\$21,000.00	\$0.00	\$3,200.00	\$17,800.00	
	Human Resources & Risk Totals	\$21,000.00	\$0.00	\$1,627.39	\$19,372.61	
	Information Technology					
	Contract Labor					
5111	Information Technology	6,500.00	0.00	5,000.00	1,500.00	76.92%
	Total Contract Labor	\$6,500.00	\$0.00	\$5,000.00	\$1,500.00	
	Services					
5320	Equipment Rental	5,000.00	0.00		5,000.00	0.00%
5350	Professional Services	15,000.00	0.00		15,000.00	0.00%
5310	Software	25,500.00	0.00		25,500.00	0.00%
	Total Services	\$45,500.00	\$0.00		\$45,500.00	
	Utilities Expense					
5502	Internet/Telephone	13,500.00	0.00		13,500.00	0.00%
	Total Utilities Expense	\$13,500.00	\$0.00		\$13,500.00	

Statement of Revenue and Expenditures

	Annual Budget Oct 2021 Sep 2022	Current Period Jun 2022 Actual	Year-To-Date Oct 2021 Jun 2022 Actual	Annual Budget Oct 2021 Sep 2022 Variance	Oct 2021 Sep 2022 Percent of Budget
Information Technology Totals	\$65,500.00	\$0.00	\$5,000.00	\$60,500.00	
Non- Departmental					
Contract Labor					
5102 Public Infrastructure		0.00	100.00	(100.00)	0.00%
Total Contract Labor		\$0.00	\$100.00	(\$100.00)	
Other Expense					
5901 Miscellaneous Expense		0.00	1,008.54	(1,008.54)	0.00%
Total Other Expense		\$0.00	\$1,008.54	(\$1,008.54)	
Repair / Maintenance Expense					
5430 Tractor/ Truck Repairs		0.00	17.00	(17.00)	0.00%
Total Repair / Maintenance Expense		\$0.00	\$17.00	(\$17.00)	
Salaries & Payroll					
5006 Health Insurance		830.00	1,847.59	(1,847.59)	0.00%
Total Salaries & Payroll		\$830.00	\$1,847.59	(\$1,847.59)	
Services					
5320 Equipment Rental		0.00	368.95	(368.95)	0.00%
5322 Training/ Dues/ Memberships		0.00	43.96	(43.96)	0.00%
Total Services		\$0.00	\$412.91	(\$412.91)	
Supplies					
5202 Equipment	5,000.00	0.00	3,675.19	1,324.81	73.50%
5299 Miscellaneous Supplies		60.00	60.00	(60.00)	0.00%
5201 Office Supplies		24.49	111.76	(111.76)	0.00%
Total Supplies	\$5,000.00	\$84.49	\$3,846.95	\$1,153.05	
Utilities Expense					
5501 Electric / Trash	8,200.00	0.00		8,200.00	0.00%
Total Utilities Expense	\$8,200.00	\$0.00		\$8,200.00	
Non- Departmental Totals	\$13,200.00	\$914.49	\$7,232.99	\$5,967.01	
Parks & Recreation					
Contract Labor					
5109 City Engineer		0.00	23,200.00	(23,200.00)	0.00%
Total Contract Labor		\$0.00	\$23,200.00	(\$23,200.00)	
Repair / Maintenance Expense					
5401 Building Repairs	3,500.00	0.00		3,500.00	0.00%
Total Repair / Maintenance Expense	\$3,500.00	\$0.00		\$3,500.00	
Parks & Recreation Totals	\$3,500.00	\$0.00	\$23,200.00	(\$19,700.00)	

Statement of Revenue and Expenditures

		Annual Budget Oct 2021 Sep 2022	Current Period Jun 2022 Jun 2022 Actual	Year-To-Date Oct 2021 Jun 2022 Actual	Annual Budget Oct 2021 Sep 2022 Variance	Oct 2021 Sep 2022 Percent of Budget
Planning & Development						
Contract Labor						
5105	Building Inspector	50,000.00	5,870.00	5,870.00	44,130.00	11.74%
5109	City Engineer	25,000.00	175.00	175.00	24,825.00	0.70%
5110	City Planner	25,000.00	11,152.05	17,538.90	7,461.10	70.16%
5108	Legal Expenses	10,000.00	0.00		10,000.00	0.00%
	Total Contract Labor	\$110,000.00	\$17,197.05	\$23,583.90	\$86,416.10	
Salaries & Payroll						
5007	FICA - Payroll Taxes	695.00	0.00		695.00	0.00%
5006	Health Insurance	4,440.00	0.00		4,440.00	0.00%
5004	Longevity Pay	100.00	0.00		100.00	0.00%
5012	LTD, STD and Life	528.00	0.00		528.00	0.00%
5009	Mileage	250.00	0.00		250.00	0.00%
5003	Overtime	526.00	0.00		526.00	0.00%
5001	Salaries	17,545.00	0.00		17,545.00	0.00%
5005	TMRS	2,115.00	0.00		2,115.00	0.00%
5010	Unemployment	135.00	0.00		135.00	0.00%
5008	Worker's Comp	75.00	0.00		75.00	0.00%
	Total Salaries & Payroll	\$26,409.00	\$0.00		\$26,409.00	
Services						
5350	Professional Services	45,000.00	0.00		45,000.00	0.00%
	Total Services	\$45,000.00	\$0.00		\$45,000.00	
	Planning & Development Totals	\$181,409.00	\$17,197.05	\$23,583.90	\$157,825.10	
Public Safety						
Capital Outlay						
6030	Buildings - Capital	75,000.00	0.00		75,000.00	0.00%
	Total Capital Outlay	\$75,000.00	\$0.00		\$75,000.00	
City Projects						
6545	EMS Buildout		302.91	5,712.18	(5,712.18)	0.00%
	Total City Projects		\$302.91	\$5,712.18	(\$5,712.18)	
Contract Labor						
5107	Contract Deputies	30,000.00	972.36	15,437.26	14,562.74	51.46%
5101	Contract Labor	35,000.00	0.00		35,000.00	0.00%
5108	Legal Expenses	5,000.00	0.00		5,000.00	0.00%
	Total Contract Labor	\$70,000.00	\$972.36	\$15,437.26	\$54,562.74	
Other Expense						
5901	Miscellaneous Expense		940.38	940.38	(940.38)	0.00%

Statement of Revenue and Expenditures

		Annual Budget Oct 2021 Sep 2022	Current Period Jun 2022 Jun 2022 Actual	Year-To-Date Oct 2021 Jun 2022 Actual	Annual Budget Oct 2021 Sep 2022 Variance	Oct 2021 Sep 2022 Percent of Budget
Total Other Expense			\$940.38	\$940.38	(\$940.38)	
Services						
5322	Training/ Dues/ Memberships	35,000.00	0.00		35,000.00	0.00%
Total Services		\$35,000.00	\$0.00		\$35,000.00	
Supplies						
5202	Equipment	110,000.00	10,928.83	10,928.83	99,071.17	9.94%
Total Supplies		\$110,000.00	\$10,928.83	\$10,928.83	\$99,071.17	
Public Safety Totals		\$290,000.00	\$13,144.48	\$33,018.65	\$256,981.35	
Public Works						
Capital Outlay						
6020	Equipment - Capital	108,000.00	18,522.70	24,917.70	83,082.30	23.07%
6040	Street - Capital		139,030.23	2,311,874.81	(2,311,874.81)	0.00%
Total Capital Outlay		\$108,000.00	\$157,552.93	\$2,336,792.51	(\$2,228,792.51)	
City Projects						
6535	CR 4717		0.00	68,286.58	(68,286.58)	0.00%
6545	EMS Buildout		2,785.00	19,288.49	(19,288.49)	0.00%
6530	TDLR		1,161.72	1,716.37	(1,716.37)	0.00%
Total City Projects			\$3,946.72	\$89,291.44	(\$89,291.44)	
Contract Labor						
5104	Animal Control		425.00	1,025.00	(1,025.00)	0.00%
5105	Building Inspector		768.75	32,013.75	(32,013.75)	0.00%
5109	City Engineer	20,000.00	910.87	11,610.49	8,389.51	58.05%
5110	City Planner	5,000.00	4,734.85	10,208.07	(5,208.07)	204.16%
5107	Contract Deputies		0.00	1,569.28	(1,569.28)	0.00%
5101	Contract Labor	60,000.00	225.00	1,336.75	58,663.25	2.23%
5108	Legal Expenses		0.00	257.70	(257.70)	0.00%
5102	Public Infrastructure		1,193.98	6,793.98	(6,793.98)	0.00%
5103	Septic Inspector		0.00	2,392.50	(2,392.50)	0.00%
Total Contract Labor		\$85,000.00	\$8,258.45	\$67,207.52	\$17,792.48	
Debt Service Expense						
7020	Interest Payment		0.00	29,969.64	(29,969.64)	0.00%
Total Debt Service Expense			\$0.00	\$29,969.64	(\$29,969.64)	
Other Expense						
5901	Miscellaneous Expense		936.56	1,289.66	(1,289.66)	0.00%
5421	Tolls		0.00	25.78	(25.78)	0.00%
Total Other Expense			\$936.56	\$1,315.44	(\$1,315.44)	

Statement of Revenue and Expenditures

	Annual Budget Oct 2021 Sep 2022	Current Period Jun 2022 Jun 2022 Actual	Year-To-Date Oct 2021 Jun 2022 Actual	Annual Budget Oct 2021 Sep 2022 Variance	Oct 2021 Sep 2022 Percent of Budget
Repair / Maintenance Expense					
5401 Building Repairs	12,000.00	4,625.46	8,518.06	3,481.94	70.98%
5410 Road Maintenance	75,000.00	3,000.00	5,380.14	69,619.86	7.17%
5420 Tractor / Truck Diesel	5,000.00	215.69	3,338.74	1,661.26	66.77%
5430 Tractor/ Truck Repairs	5,000.00	1,229.38	5,559.24	(559.24)	111.18%
Total Repair / Maintenance Expense	\$97,000.00	\$9,070.53	\$22,796.18	\$74,203.82	
Salaries & Payroll					
5007 FICA - Payroll Taxes	1,111.00	0.00		1,111.00	0.00%
5006 Health Insurance	4,440.00	2,003.79	4,691.81	(251.81)	105.67%
5004 Longevity Pay	50.00	0.00	100.00	(50.00)	200.00%
5012 LTD, STD and Life	528.00	0.00		528.00	0.00%
5009 Mileage	250.00	0.00		250.00	0.00%
5003 Overtime	1,400.00	1,200.57	4,912.05	(3,512.05)	350.86%
5001 Salaries	27,583.00	7,969.69	50,664.23	(23,081.23)	183.68%
5005 TMRS	2,877.00	735.74	6,056.20	(3,179.20)	210.50%
5010 Unemployment	135.00	0.00		135.00	0.00%
5008 Worker's Comp	325.00	32.08	38.31	286.69	11.79%
Total Salaries & Payroll	\$38,699.00	\$11,941.87	\$66,462.60	(\$27,763.60)	
Services					
5320 Equipment Rental	2,500.00	0.00	1,761.30	738.70	70.45%
5310 Software		0.00	112.63	(112.63)	0.00%
5322 Training/ Dues/ Memberships	1,000.00	465.00	2,307.00	(1,307.00)	230.70%
Total Services	\$3,500.00	\$465.00	\$4,180.93	(\$680.93)	
Supplies					
5202 Equipment	10,000.00	0.00	1,134.02	8,865.98	11.34%
5299 Miscellaneous Supplies	3,000.00	0.00	251.32	2,748.68	8.38%
5201 Office Supplies	250.00	765.35	3,064.30	(2,814.30)	1,225.72%
5207 Postage		0.00	175.44	(175.44)	0.00%
5222 Signs	5,000.00	120.00	2,774.01	2,225.99	55.48%
Total Supplies	\$18,250.00	\$885.35	\$7,399.09	\$10,850.91	
Utilities Expense					
5501 Electric / Trash		324.30	3,048.42	(3,048.42)	0.00%
5505 Street Lights	5,500.00	339.05	2,977.82	2,522.18	54.14%
Total Utilities Expense	\$5,500.00	\$663.35	\$6,026.24	(\$526.24)	
Public Works Totals	\$355,949.00	\$193,720.76	\$2,631,441.59	(\$2,275,492.59)	

Statement of Revenue and Expenditures

		Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2021
		Oct 2021	Jun 2022	Oct 2021	Oct 2021	Percent of
		Sep 2022	Actual	Actual	Sep 2022	Budget
					Variance	
Revenues						
Other Expense						
5901	Miscellaneous Expense		0.00	(41.72)	41.72	0.00%
Total Other Expense			\$0.00	(\$41.72)	\$41.72	
Services						
5320	Equipment Rental		0.00	(406.98)	406.98	0.00%
5322	Training/ Dues/ Memberships		0.00	(718.25)	718.25	0.00%
Total Services			\$0.00	(\$1,125.23)	\$1,125.23	
Revenues Totals			\$0.00	(\$1,166.95)	\$1,166.95	
Unallocated						
City Projects						
6545	EMS Buildout		2,531.00	17,026.55	(17,026.55)	0.00%
6530	TDLR		0.00	3,550.00	(3,550.00)	0.00%
Total City Projects			\$2,531.00	\$20,576.55	(\$20,576.55)	
Salaries & Payroll						
5005	TMRS		(1,439.69)			0.00%
Total Salaries & Payroll			(\$1,439.69)			
Unallocated Totals			\$1,091.31	\$20,576.55	(\$20,576.55)	
Expenses		\$1,501,724.00	\$278,139.13	\$3,220,378.75	(\$1,718,654.75)	
Revenue Less Expenditures		\$287,072.00	(\$32,455.97)	(\$1,576,733.82)		
Transfers Out						
City Administration						
Transfer Expense						
9100	Transfers Out		1,036,774.27	1,111,737.21	(1,111,737.21)	0.00%
Total Transfer Expense			\$1,036,774.27	\$1,111,737.21	(\$1,111,737.21)	
City Administration Totals			\$1,036,774.27	\$1,111,737.21	(\$1,111,737.21)	
Public Works						
Transfer Expense						
9100	Transfers Out	144,625.00	0.00		144,625.00	0.00%
Total Transfer Expense		\$144,625.00	\$0.00		\$144,625.00	
Public Works Totals		\$144,625.00	\$0.00		\$144,625.00	
Transfers Out		\$144,625.00	\$1,036,774.27	\$1,111,737.21	(\$967,112.21)	
Net Change in Fund Balance		\$142,447.00	(\$1,069,230.24)	(\$2,688,471.03)		

Statement of Revenue and Expenditures

	Annual Budget Oct 2021 Sep 2022	Current Period Jun 2022 Jun 2022 Actual	Year-To-Date Oct 2021 Jun 2022 Actual	Annual Budget Oct 2021 Sep 2022 Variance	Oct 2021 Sep 2022 Percent of Budget
Fund Balances					
Beginning Fund Balance		2,198,798.94	3,818,039.73		0.00%
Net Change in Fund Balance	142,447.00	(1,069,230.24)	(2,688,471.03)		0.00%
Ending Fund Balance		1,129,568.70	1,129,568.70		0.00%

Second Quarter 2022 Investment Report

Month		Beginning Balance	Contributions	Ending Balance	Intrest
April 2022	Tx Class Account Prime	300,393.13	0.00	300,509.96	116.56
	Transportation Impact Fee	0.00	57,990.20	57,993.48	3.28
May 2022	Tx Class Account Prime	300,509.96	0	300,717.26	207.57
	Transportation Impact Fee	57,993.48	16,972.74	75,016.74	50.52
June 2022	Tx Class Account Prime	300,717.26	0	301,003.52	286.26
	Transportation Impact Fee	75,016.74	19,801.53	94,904.32	86.05
				Total: 395,904.84	Total: \$750.24



City of New Fairview City
Council
Special Meeting 999
Illinois Lane
Monday, June 20, 2022, at 7:00 pm

**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 20th DAY OF JUNE 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 John Taylor
Mayor Pro Tem Steven King
Place 1 Councilman Harvey Lynn Burger Jr
Place 3 Councilman Walter Clements
Place 5 Jimmy Royston**

City Staff

**John Cabrales Jr, City Administrator
Brooke Boller, City Secretary**

Absent

Place 2 Councilman John Fissette

WORK SESSION

1. Call to Order and Determination of Quorum (**Meeting called to order by Mayor John Taylor at 7:00 pm; Roll Call with the above-mentioned names.**)
2. Receive a report and hold a discussion regarding the Chisolm Hills roadways and other city streets. **Ryley with Pacheco Koch gave a presentation giving an update on the roads in Chisholm Hills subdivision. Council was informed that the roads in the back of the subdivision are failing and need to be replaced.**
3. Receive a report and hold a discussion regarding a franchise agreement with Atmos. **Council heard from Pam with Atmos energy on why they are wanting to enter into a franchise agreement with the City and answered any questions Council members had. City staff was instructed to move forward with a franchise agreement.**
4. Receive a report and hold a discussion regarding a Fence Ordinance. **City Administrator John Cabrales informed Council on what they could regulate when it came to fences within City limits. Council decided they wanted P&Z to be involved. City staff was instructed to meet with P&Z to get their recommendations on regulating fences.**

5. Adjournment:

Motion: Councilman Jimmy Royston

Second: Mayor Pro Tem Steven King

Vote: All in favor

Results: Work Session Meeting was adjourned at 9:04 pm.

REGULAR SESSION

1. Call to Order and Determination of Quorum (Meeting called to order by Mayor John Taylor at 9:10 pm; Roll Call with the above-mentioned names.)

2. Pledge to the 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.

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

John Fissette: Spoke in regard to the addition of a City park in the Chisholm Hills Subdivision showing is support for the park.

Nelson Craig: Spoke in regard to the executive session item, Mr. Craig does not agree with the discussion taking place behind closed doors. He also wanted to know if the Dis-Annexation of Falcon Ridge was going to make in on the November Ballot.

4. **Consent Agenda:** All matters as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. An item can be removed from the consent agenda by the City Administrator, Mayor, or any member of the City Council and will be considered after approval of the consent agenda.

A. Approval of the May 2022 Financial Report

Motion: Councilman Walter Clements

Second: Mayor Pro Tem Steven King

Vote: All in favor

Result: May 2022 Financial report was approved.

B. Approve the City Council Meeting minutes for June 3 and June 6, 2022.

Motion: Councilman Jimmy Royston

Second: Mayor Pro Tem Steven King

Vote: All in favor

Result: Motion to approve the June 3 and 6 minutes will pass once the June 6th minutes are corrected. Under New Business the vote needed to be change from All in favor to one opposed on the vote for Mayor Pro Tem.

5. **New Business:** All matters listed in New Business will be discussed and considered separately.

A. Receive, consider, and act on a Resolution authorizing the City Administrator to execute an agreement with Heartland Park, LLC, in final form as approved by the City Attorney.

Motion: Councilman Walter Clements

Second: Councilman Harvey Lynn Burger Jr

Vote: For- Councilman Walter Clements & Councilman Harvey Lynn Burger Jr
Against- Councilman Jimmy Royston & Councilman Steven King
Results: Motion to table failed

Motion: Councilman Harvey Lynn Burger Jr

Second: Councilman Walter Clements

Vote: For- Councilman Harvey Lynn Burger Jr & Councilman Walter Clements

Against- Councilman Jimmy Royston & Councilman Steven King

Results: Motion to pass as written Failed

Results: No Action was taken

- B. Receive, consider, and act on a Resolution removing the prior Mayor Pro Tem, and adding Steven King, Mayor Pro Tem, as an authorized signer to the City's banking accounts.**

Motion: Councilman Jimmy Royston

Second: Councilman Walter Clements

Vote: All in favor

Results: Motion was passed as written.

6. **Executive Session:** Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with the City Attorney pursuant to §551.071, Texas Government Code. The Council may go into closed session at any time when permitted by Chapter 551, Texas Government Code or Chapter 418, Texas Tax Code. Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.

- A. Section 551.071- Dis-annexation petition and annexed properties.**

7. **Return to Open Session:** Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.

8. **Adjournment**

Motion: Councilman Walter Clements

Second: Councilman Jimmy Royston

Vote: All in favor

Results: Meeting was adjourned at 11:05 pm

MINUTES APPROVED ON THIS, THE 20TH DAY OF JUNE 2022



CITY COUNCIL AGENDA MEMO

Prepared By: Roberta Cross, City Attorney

July 18, 2022

Mayor's Election Order for Dis-annexation of Falcon Ridge Estates

DESCRIPTION:

Receive and consider Mayor's Election Order for Dis-annexation of Falcon Ridge Estates from the City of New Fairview, Wise County, Texas.

Receive, consider, and act upon a Resolution authorizing the City Administrator to execute election services agreements with Wise and Denton Counties, for the Dis-annexation of Falcon Ridge Estates from the City of New Fairview, upon receipt and staff and legal counsel's determination that the terms of the agreement are substantially similar to previous year's forms of election agreements.

BACKGROUND INFORMATION:

On January 21, 2022, the City received an initial petition for dis-annexation, pursuant to Texas Local Government Code Section 43.143. Upon validating that the petition's contents meet the requirements of the statute, the statute requires the mayor to order an election on the question in the municipality, with "[t]he election shall be held on the first uniform election date prescribed by Chapter 41, Election Code, that occurs after the date on which the petition is filed and that affords enough time to hold the election in the manner required by law."

The City must verify the validity of the signatures on the petition, based on the address listed for each signatory being within the area seeking disannexation, as well as each signatory being a registered voter, as prescribed by the Texas Election Code. The City Secretary determined after consultation with the Wise County Election staff, the Secretary of State Elections Division's Legal Department and the City's legal counsel, that there were insufficient valid signatures for the petition filed on January 21, 2022. Per the Secretary of State Elections Division, a city is granted a reasonable time to undertake this inquiry.

The second part of the statute, "that affords enough time to hold the election in the manner required by law," includes preparation of a non-standard election order, consultation and

coordination with two separate county election offices, the governing body entering into election services agreements and translation of the election order into additional required languages. Finally, the Elections Code specifies that certain types of elections must be called no later than a certain date, in this case no less than 78 days prior to the Election date. The last day to have *called* (ordered) a Special Election for the May 7, 2022 election for the petition filed on January 21, 2022, would have been February 18, 2022, had that petition contained sufficient valid signatures. <https://www.sos.state.tx.us/elections/voter/important-election-dates.shtml#2022>

A second petition, again requesting disannexation of the Falcon Ridge subdivision, was sent to and received by the City Secretary via email on February 27, 2022. However, petitions must be presented in original form, not electronic. The second petition was received in hard copy at City Hall on February 28, 2022. The second petition was determined to contain at least 50 signatures of registered voters who were living within the area for which disannexation is sought. However, the second petition was received after the last date to call the election for May 7th Election had already lapsed (that is, it was received after February 18th).

The ballot measure for the “first uniform election date,” is November 8, 2022, as it is “the first uniform election date prescribed by Chapter 41, Election Code, which occurs after the date on which the petition is filed and that affords enough time to hold the election in the manner required by law.” Texas Local Government Code, Section 43.143(a). It should be noted that the first uniform election date prescribed by Chapter 41, Election Code refers to statewide uniform election date, not simply the City’s uniform election date, which is in May. Additionally, the statute notes that the petition is to be received by the Mayor and it is the Mayor who calls the election.

The City normally contracts with Wise and Denton Counties to administer its elections, via Election Services Agreements. These Election Services Agreements define the terms, conditions and estimated costs under which the Wise and Denton County Elections Offices will administer the election for the relative portion of the City within their respective counties.

The Wise and Denton County Elections Administrators have not yet promulgated this year’s forms for an Election Services Agreement. These documents and materials are expected prior to the September Council meeting and will be forwarded to Council upon receipt. No substantive changes are anticipated.

A copy of the prior joint election services agreements with Wise and Denton Counties are attached for reference.

FINANCIAL CONSIDERATION:

The City of New Fairview does not have any candidates for election (as they are elected at the City's Regular Election, held in May), or any ballot initiative (such as bonds, etc.) for the November 2022 General Election. The City will have to incur the expense to contract with Wise and Denton Counties to provide election services for this dis-annexation election.

The cost for election services is typically split up among the various political subdivisions within the counties having a ballot initiative. The City's best estimate right now for this expense is \$1,000 for Wise County, and \$400 for Denton County.

RECOMMENDED MOTIONS:

I move to **Approve** a Resolution authorizing the City Administrator to execute election services agreements with Wise and Denton Counties, for the Dis-annexation of Falcon Ridge Estates from the City of New Fairview, upon receipt and staff and legal counsel's determination that the terms of the agreement are substantially similar to previous year's forms of elections agreements.

ATTACHMENT(S):

1. Resolution 202207-01-205
2. Mayor's Order
3. Copies of Prior Election Services Agreements with Wise and Denton Counties

RESOLUTION NO. 202207-01-205

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS; AUTHORIZING EXECUTION OF A JOINT ELECTION AGREEMENT WITH THE WISE AND DENTON COUNTY ELECTIONS ADMINISTRATORS TO CONDUCT A SPECIAL ELECTION CALLED BY THE MAYOR, PURSUANT TO TEXAS GOVERNMENT CODE, SECTION 43.143; AND PROVIDING PROCEDURES TO CONDUCT THE ELECTION

WHEREAS, the City of New Fairview, Texas (“City”) is a Type A general law municipality governed by Chapter 6 of the Texas Local Government Code; and

WHEREAS, the Mayor of the City, pursuant to Texas Local Government Code, Section 43.143(a), has issued an Election Order, for a special election on the matter of disannexation, to be held on the first uniform election date prescribed by Chapter 41, Election Code, occurring after the date on which the petition is filed, that affords enough time to hold the election in the manner required by law.

WHEREAS, Chapter 41 of the Texas Election Code establishes November 8, 2022, as the first uniform election date for the special election for the City; and

WHEREAS, it is the City Council’s intent that the election be conducted jointly with other political subdivisions of Wise County and Denton Counties and be administered by the Wise and Denton County Elections Administrators in accordance with the provisions of the Texas Election Code; and

WHEREAS, it is City Council’s intent that the City accept the Wise and Denton Counties Election Administrations’ use of the direct recording electronic voting system, which have been certified by the Secretary of State in accordance with the Texas Election Code and approved by the United States Department of Justice; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and public notice of the time, place and purpose of said meeting was given as required by Section 551.043 of the Texas Government Code.

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

SECTION 1. ORDER FOR GENERAL ELECTION. The City Council acknowledges the Mayor’s Order for a Special Election hereby calls and orders a general municipal election to be held on November 8, 2022 between the hours of 7:00 a.m. to 7:00 p.m. for the purposes sated therein.

SECTION 3. MAIL BALLOTS. Applications requesting a ballot by mail for either early voting or election day voting shall be mailed to: Sabra Srader, Election Administrator, at 200 S. Trinity or P.O. Box 1597, Decatur, Texas 76234 or Frank Phillips, Election Administrator, at P.O. Box 1720, Denton, TX, 76202. As indicated in the Mayoral Election Order, applications for early voting ballot by mail must be received no later than the close of business on Friday, October 27, 2023.

SECTION 4. EARLY VOTING. Early voting by personal appearance will be conducted on the dates and times provided in the Mayoral Order.

SECTION 6. ELECTION DAY. The elections shall be held jointly with other political subdivisions of Wise and Denton County on Tuesday, November 8, 2022, between the hours of 7:00 a.m. and 7:00 p.m., as provided in the Mayoral Order.

SECTION 7. JOINT ELECTION CONTRACT. Prior to the election, the City anticipates that it will enter into an agreement for election services with both the Wise and Denton County Elections Administrators. The Mayor is hereby authorized to execute a Joint Election Contract with both Wise and Denton County Elections Administrators for the conduct of a joint election to be held on November 8, 2022, and to execute any amendments thereto.

SECTION 8. ELECTION NOTICES. The City Secretary is hereby authorized and instructed to file, publish and/or post, in the time and manner prescribed by law all notices required to be so filed, published, or posted in connection with these elections and to provide and furnish ballot wording to the County election officials.

SECTION 9. APPOINTMENT OF ELECTION OFFICIALS. All election officials, including but not limited to the Early Voting Clerk and election judges, shall be the officials appointed to such positions by Denton and Wise County, as appropriate, and to the extent required by law, are hereby so appointed.

SECTION 10. DIRECT RECORDING SYSTEM. In accordance with Section 123.001 of the Texas Election Code, the Direct Recording Electronic Voting Systems approved by the Secretary of State are hereby adopted for the election on November 8, 2022.

SECTION 11. ACCESSIBLE VOTING SYSTEM. Section 61.012 of the Code requires that the City must provide at least one accessible voting system in each polling place used in Texas election on or after January 1, 2006. The City shall use, in Early Voting and Election Day Voting, a voter assist terminal as approved by the Secretary of State.

SECTION 12. ELECTION MATERIALS. The election materials specified in the Texas Election Code shall be printed in both English and Spanish for use at the polling places and for early voting for the election and provisions shall be made for oral assistance to Spanish speaking voters.

SECTION 13. ELECTION RESPONSIBILITY. The City shall contract with the Wise County and Denton County Elections Administrators to perform all duties normally performed by the City Secretary in regular elections with respect to early voting, election day voting, and preparing the official ballots.

SECTION 14. The election shall be conducted in accordance with the Texas Election Code and the Constitution of the State of Texas.

PASSED AND APPROVED this 18th day of July 2022, by a vote of ____ ayes ____ nays and ____ abstentions, at a special meeting of the City Council of the City of New Fairview, Texas.

John Taylor, Mayor

ATTEST:

Brooke Boller, City Secretary

ORDER OF ELECTION

I. RECITALS

WHEREAS, on or about February 22, 2022 Mayor John Taylor was presented with that certain "*Petition for Disannexation from the City of New Fairview*" ("the Petition") requesting that the area described in the Petition be declared no longer part of the City of New Fairview, Texas; and

WHEREAS, it has been determined that the Petition meets the requirements of Texas state law, Texas Local Government Code.

II. ORDER

NOW THEREFORE BE IT ORDERED, that the City of New Fairview, Texas will hold a Special Election on November 8, 2022, on the question as to whether or not the area described in the Petition will be declared no longer part of the City of New Fairview, Texas; and

BE IT FURTHER ORDERED, that the question that will be presented on the ballot shall read as follows

FOR/ AGAINST: Shall the City of New Fairview Texas' municipal boundaries be decreased by the Disannexation of Falcon Ridge Estates from the City of New Fairview, Wise County, Texas

BE IT FURTHER ORDERED, that the Election Day polling places for this election are designated pursuant to Section 271.003 of the Texas Election Code, and the following locations can most adequately and conveniently serve the voters in this election:

Polling Location	Precincts
City Hall, 999 Illinois Ln <hr/> New Fairview, TX 76078	6 (Wise County)
To Be Determined by the Elections Administrator <hr/> New Fairview, TX 76247	4194 and 4220 (Denton County)

BE IT FURTHER ORDERED, that the Presiding Election Judge and the Alternate Presiding Election Judge will be appointed by Saba Srader, Elections Administrator (the "Wise County Administrator"), for Wise County polling locations and by Frank Phillips, Elections Administrator (the "Denton County Administrator"), Denton County, for Denton County polling locations, in a timely manner in accordance with the Election Code.

BE IT FURTHER ORDERED, that Sabra Srader, Wise County Elections Administrator (“Wise County Administrator”) is designated as the Wise County Early Voting Clerk for the Wise County election. Frank Phillips, the Denton County Elections Administrator, is designated as the Early Voting Clerk for the Denton County election. Early voting by personal appearance will commence on October 22, 2022 and will continue until November 4, 2022. On at least two weekdays during the early voting period, the locations for early voting will be open for at least 12 hours as mandated by state law.

The main locations for early voting by personal appearance, are:

The Main Early Voting Location for Wise County will be:

Wise County Fairgrounds – Women’s Building

Hours: October 24-28: 8am to 5 pm

Saturday, October 29: 7am to 7pm

Sunday, October 30: 12 pm to 6 pm

October 31 – November 4: 7 am to 7 pm

Additional Early Voting Locations will be:

Alvord City Hall - 215 W Elm St, Alvord, TX 76225

Bridgeport (actual location to be determined by the Elections Administrator)

Boyd Community Center - 20 E Morton Ave, Boyd, TX 7602

The Main Early Voting Location for Denton County will be:

Denton County Elections - 701 Kimberly Drive, Denton, TX 76208

BE IT FURTHER ORDERED, that The Wise Administrator will be responsible for the Early Voting applications and ballots for Wise County voters. Applications for early voting by mail for Wise County residents may be delivered to:

Wise County Elections Administrator

PO Box 1597, Decatur TX 76458

940-626-4453

elections@co.wise.tx.us

www.co.wise.tx.us/315/Elections

not earlier than January 1, 2022 and *received* in hand, not later than close of business on October 28, 2022. Early voting ballots will be mailed to the Early Voting Clerk at the same address.

The Denton County Administrator will be responsible for the Early Voting applications and ballots for Denton County voters. Applications for early voting by mail for Denton County residents may be delivered to:

Denton County Elections Administration

701 Kimberly Drive, Suite A101

Denton, TX 76208
(940) 349-3200
elections@dentoncounty.gov

BE IT FURTHER ORDERED, that the official ballots shall be prepared in accordance with the Election Code so as to permit electors to vote "FOR" or "AGAINST" the proposition described in Section 1 above, which shall appear on the ballot substantially as follows:

Shall the City of New Fairview Texas' municipal boundaries be decreased by the Disannexation of Falcon Ridge Estates from the City of New Fairview, Wise County, Texas

BE IT FURTHER ORDERED, all qualified voters of the City will be permitted to vote at this election, and, on the day of the election, each qualified voter will vote at the polling places designated for the Election Precinct in which he or she resides.

BE IT FURTHER ORDERED, direct recording electronic (DRE) voting devices will be used for voting at the election and election counting devices and equipment will be used for counting the ballots cast at the election.

BE IT FURTHER ORDERED, a proper notice of this election, including a Spanish translation thereof, will be posted not later than the 78th day before the election on the bulletin board used for posting notices of meetings of the City Council, and will also be published at least once not earlier than the 30th day not later than the 10th day before the election in a newspaper of general circulation in the City.

BE IT FURTHER ORDERED, all expenditures necessary for the conduct of this election, the purchase of materials therefore, and the employment of all election officials are hereby authorized and will be conducted in accordance with the Election Code.

BE IT FURTHER ORDERED, if any provision of this Order or the application thereof to any person or circumstance is held to be invalid by a court of competent jurisdiction, the remainder of this Order and the application of such provision to other persons and circumstances will nevertheless be valid.

ORDERED ON July 22, 2022.

John Taylor
Mayor

XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 10th day of February, 2022 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the ____ day of _____, 2022 been executed on behalf of the City of New Fairview pursuant to an action of the City of New Fairview so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

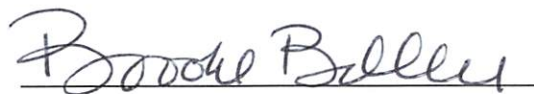
ACCEPTED AND AGREED TO BY THE City of New Fairview:

APPROVED:



John Taylor, Mayor

ATTESTED:



Brooke Boller, City Secretary

CONTRACT FOR ELECTION SERVICES

CITY OF NEW FAIRVIEW

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES BETWEEN THE CITY OF NEW FAIRVIEW AND THE WISE COUNTY ELECTIONS OFFICE FOR ELECTION SERVICES FOR AN ELECTION TO BE HELD ON MAY 7, 2022.

Section 1. Wise County Elections, hereinafter designated as “the contracting officer,” represented in this agreement by Sabra Srader, Elections Administrator, hereby agrees to provide election services and equipment on the terms stated below.

Section 2. The City of New Fairview, hereinafter designated as “governing body,” or “renter”, has requested to rent voting equipment and certain election services from the contracting officer.

Section 3. Duties of the contracting officer;

- A) Serve as the administrator for the joint election to be held on May 7, 2022.
- B) Prepare and distribute all necessary election supplies including
 - 1) Ballots and ballot programming,
 - 2) List of registered voters (electronic poll books will be provided),
 - 3) Election kits, and
 - 4) Voting equipment.
- C) Publish required notice of Logic and Accuracy testing of voting equipment.
- D) Hire and supervise election workers for early voting, election day, and a runoff, if needed; and provide training on all election equipment and current state and federal laws governing the conduct of elections in the State of Texas.
- E) Tally all electronic ballots cast on the equipment provided and prepare all reports and backup documentation required/requested by the governing body.
- F) Comply with all applicable laws regarding administration of the joint election, including but not limited to Texas Election Code Chapters 31, 32, 43, 86, and 271.

Section 4. Duties of the governing body;

- 1) Provide English and Spanish copies of the ballot to Sabra Srader, Elections Administrator, Wise County, PO Box 1597, 200 S Trinity St., Decatur TX 76234, elections@co.wise.tx.us, as soon as the candidates have filed and ballot order has been determined. English, Spanish and Audio ballot proofs will be provided by the Elections Administrator, and the governing body will review and return said proofs, with any needed changes within 1 business day of proofing the ballot. The governing body accepts full responsibility for the accuracy of the ballot.

- 2) Prepare and post all required notices and postings for said election, other than those being posted by the contracting officer (Public Logic and Accuracy Testing Notice).
- 3) Canvass the votes in the time and manner required by law.
- 4) Pay its pro rata share of the election cost.

Section 5. Only voting machines that the County (and the contracting officer) believes to be in safe operating condition will be used in the joint election, and the governing body agrees to hold the County harmless for any damages arising from the governing body's use of voting machines.

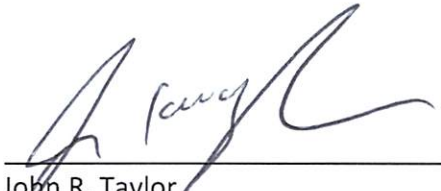
Section 6. The governing body acknowledges that the estimated cost of this election may exceed the cost estimate provided in Annex A for the governing body polling locations, and agrees to reimburse Wise County for the full cost of the election upon submission of all invoices by the contracting officer. All other entities/political subdivisions participating in the joint election with the governing body will be separately invoiced their share of the total cost.

Section 7. That this Agreement shall become effective from and after its date of passage.

Section 8. Wise County Elections Administration certifies that a criminal background check on all employees, including temporary employees, who may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for the City of New Fairview has been performed. Wise County Elections Administration has determined there are no findings that would prevent the employees from performing their assigned duties.

[REMAINDER OF PAGE LEFT BLANK]

Section 9. In witness of this Agreement, the contracting officer and the governing body affix their signatures on this the 2 day of May, 2022.




John R. Taylor
Mayor, City of New Fairview

[Seal]




ATTEST:



Brooke Boller
New Fairview City Secretary

APPROVED:



Sabra Srader, Elections Administrator
Wise County, TX

[Seal]



MAY 7, 2022 CONSTITUTIONAL AMENDMENT AND JOINT ELECTION

ESTIMATE OF COSTS SHARED

Workers for Early Voting and Election Day...12 workers (EV) 12 workers (ED)	\$1,178.00
Early Voting Ballot Board...6 members	\$50.00
Programming Fee	\$20.00
Publish LAT Notice	<u>\$2.00</u>

ESTIMATED

Election Total	\$1,250.00
Electon Service Fee	\$12.50
Election Total Cost Estimate	\$1,262.50



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

Costs for the Improvement of County Road 4717

DESCRIPTION:

Receive, consider, and act on a Resolution amending Resolution 202106-03-175 and authorizing an increase to the Not-to-Exceed cost for the improvement of County Road 4717.

BACKGROUND INFORMATION:

On June 21, 2021, the council passed a resolution (202106-03-175) authorizing the City Administrator to enter into an Interlocal Agreement (ILA) with Wise County for the improvement of approximately 2.2 miles of County Road 4717. That project was authorized for a not-to-exceed cost of \$100,000. The ILA states that the County will provide the labor and equipment to perform project, and the City will pay for all the materials directly to the vendors. This road required some drainage work so approximately \$20,800 was spent on drainage culverts.

To date we have spent \$68,286 on this project (see financial section below). The drainage improvements and road base work has been completed, and the County has been waiting on the summer heat to do the chip seal portion of the project. Staff met with the County recently and received a materials cost estimate of \$48,200 for the layer of chip seal, and a recommended overlay of \$32,000. The project only needs the chip seal, but the proposed cost for the materials will exceed the authorized amount for this project.

The project also calls for the replacement of ten mailboxes that must be reinstalled due to the increase in height of the road and the extended distance away from the existing mailboxes. The US Postal Service has certain requirements for mailboxes so that they can be easily accessed by the mail carriers. Fortunately, we already have the mailboxes, but we must purchase the posts and breakaway couplings at an approximate cost of \$2,000. We also plan on installing the mailboxes ourselves so we will not need to contract this out.

Staff is recommending the increase of the not-to-exceed amount for this project to \$156,000. The chip seal layer and installation of the mailboxes can be done this fiscal year for \$50,200, which is available in the Public Works budget for street maintenance. The recommended overlay of approximately \$32,000 can be part of the council street maintenance discussion for FY 2022-23 budget. If this gets added to the budget, then staff will not need to come back to get further

authorization from the council. If it does not get approved, then staff will inform the County that we will not be doing the recommended overlay for this road.

FINANCIAL CONSIDERATION:

County Road 4717 Expenses	
Vendor	Amount
Texas Erosion Supply	\$1,791.45
Texas Erosion Supply	\$8.55
Texas Erosion Supply	\$3,578.42
Burnco	\$752.91
Burnco	\$5,128.29
Burnco	\$5,259.70
Burnco	\$4,692.76
Burnco	\$3,568.00
Burnco	\$3,921.93
Burnco	\$5,478.16
Burnco	\$18,685.57
Burnco	\$15,420.84
TOTAL	\$68,286.58

Additional Amounts Needed	
Mailbox posts & couplings	\$2,000.00
Chip seal layer	\$48,200.00
Overlay	\$32,000.00
ADDITIONAL TOTAL	\$82,200.00
PROJECT TOTAL	\$150,486.58

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution amending Resolution 202106-03-175 by increasing the not-to-exceed amount from \$100,000 to \$156,000 for the improvement of County Road 4717.

ATTACHMENT(S):

1. Resolution 202106-03-175
2. Resolution 202207-02-206
3. Wise County ILA for CR 4717
4. Wise County Chip Seal Estimate
5. Wise County Overlay Estimate



**City of New Fairview, Texas
Resolution No. 202106-03-175**

A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TX AWARDING THE STREETS IMPROVEMENT PROJECT TO JAEGO-PUBLIC CO. AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR ALTERNATIVES A, C, D, E, F, G, H, AND ESTABLISHING A NOT TO EXCEED CONTINGENCY FOR THE PROJECT OF \$632,000.

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

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

WHEREAS, the City of New Fairview engaged Pacheco Koch to bid out the streets improvement project; and

WHEREAS, the City of New Fairview received bids from several contractors that are both qualified and able to complete the project; and

WHEREAS, the staff and engineers have reviewed their references and work in other cities; and

WHEREAS, the City Council finds this to be in the best interest of the citizens of New Fairview.

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

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

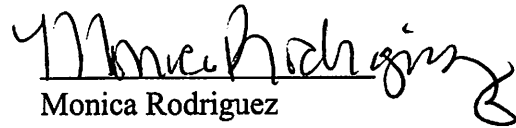
2. That the City Council does hereby award the streets improvement project as bid in alternatives A, C, D, E, F, G, H to Jaego-Public Co and authorizes the City Administrator to enter into an agreement for the completion of work.
3. That the City Council authorizes the City Administrator to enter into an interlocal agreement with Wise County for the improvement of CR 4717 with a not-to-exceed cost of \$100,000.
4. That the City Council establishes a not-to-exceed project contingency of \$632,000.
5. That the City Council approves the transfer of \$300,000 of the General Fund Balance to the Capital Improvements Fund for the streets improvement project.
6. That, if any portion of this resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the Council hereby determined that it would have adopted this Resolution without the invalid provision.
7. That this Resolution shall become effective from and after its date of passage.

PRESENTED AND PASSED on this 21st day of June, 2021, at a meeting of the New Fairview City Council.

APPROVED:

Nolan Schoonmaker
Mayor

ATTESTED:


Monica Rodriguez
City Secretary



**RESOLUTION
202207-02-206**

RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS. AMENDING RESOLUTION 2021-06-03-175 AUTHORIZING AN INCREASE NOT TO EXCEED ALLOWANCE FOR THE REMAINING IMPROVEMENT TO COUNTY ROAD 4717

WHEREAS, On June 21, 2021, the City Council passed a Resolution (202106-03-175) authorizing the City Administrator to enter into an Interlocal Agreement (ILA) with Wise County for the improvement of approximately 2.2 miles of County Road 4717 (the “Project”); and

WHEREAS, the ILA provides that the County will furnish the labor and equipment to perform the Project, and the City will pay for all the materials directly to the vendors; and

WHEREAS, City Council’s Resolution authorized this road improvement project for a Not-to-Exceed cost of \$100,000.00; and

WHEREAS, due to the required drainage work, and the inflation and resulting materials cost increases, the total amount needed to complete this road project will exceed the monetary allowance previously approved by the Council; and

WHEREAS, the City Council finds it is in the public interest to complete the road project within the City.

NOW, THEREFORE, BE IT RESOLVED:

That the City Council’s June 21, 2021, Resolution No. 202106-03-175 is hereby amended by increasing the not-to-exceed amount from \$100,000.00 to \$156,000.00.

PRESENTED AND PASSED on the 18th day of July, 2022, at a Special meeting of the New Fairview City Council.

APPROVED:

ATTESTED:

John Taylor, Mayor

Brooke Boller, City Secretary

CITY OF NEW FAIRVIEW
DATE 1/13/2022
PROJECT AGREEMENT # 1012

The Order:

Pursuant to existing Interlocal Agreement and in accordance with Government Code Section 791,
action taken on Project Number 1012 between Wise County and the City of New Fairview, (CR4717)
said project status is ordered as follows:

Motion by Cindy Poe

Seconded by Julie Burger

Mayor
Print Nolan Schoonmaker
Sign
Yes _____
Abstain _____
No _____
Absent X

Mayor Pro Tem
Print Mickey Malone
Sign
Yes _____
Abstain _____
No _____
Absent _____

Council Place 1
Print Julie Burger
Sign
Yes X
Abstain _____
No _____
Absent _____

Council Place 2
Print Mickey Malone
Sign
Yes X
Abstain _____
No _____
Absent _____

Council Place 3
Print Steve Misner
Sign
Yes _____
Abstain _____
No _____
Absent X

Council Place 4
Print Cindy Poe
Sign
Yes X
Abstain _____
No _____
Absent _____

Council Place 5
Print John Taylor
Sign
Yes X
Abstain _____
No _____
Absent _____

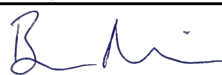
Council Place 6
Print
Sign
Yes _____
Abstain _____
No _____
Absent _____

Motion Carried 4 - 0

Other Action: Pulled from Consent _____ No Action _____ Postponed _____ Denied _____

BY ORDER OF THE CITY COUNCIL:

Title City Administrator

Sign 

Print Ben Nibarger

Date 01/18/2022

APPROVAL OF PROJECT AGREEMENT

DATE: 1/13/2022 PROJECT AGREEMENT NUMBER: 1012

Approval of a Project Agreement between Wise County, Texas ("the County") and the City of New Fairview ("Governmental Entity") for CR4717 Public Improvement Project, (hereinafter the "Project") Located entirely within the Governmental Entity and Wise County Precinct No 1.

BACKGROUND

WHEREAS, the Project is solely for the full benefit of the Public, said County and Governmental Entity, hereby wish to enter into a Project Agreement in which the County agrees to provide maintenance and/or perform surface road repairs, or other public improvements on the following roads or surface area as described: clear ditches, install culverts, apply base materials and chip seal if a street or roadway, the distance is approximately 2.2 miles. It is expressly agreed by the parties that the Project is to be performed entirely within the Municipal/District limits of the Governmental Entity located within Wise County Precinct No 1.

OPERATIONS AND MAINTENANCE

The County agrees to provide all necessary labor and equipment to perform the Project as described above, equal to the maximum of \$15,000.00 per project. A disclosure of the in-kind cost associated with Project is reflected on "Exhibit A" attached hereto and made a part hereof. Upon completion of the approved project "Exhibit A" shall be completed and submitted to County Auditor for final filing.

LEGAL INFORMATION

Wise County is authorized to enter into the Agreement under Texas Government Code Chapter 791.014. Approval Requirement for Counties, and conjunctively the approval must: 1) be given in a document other than the interlocal contract; 2) describe the type of project to be undertaken; 3) identify the project's location. 4) The Project Agreement must receive prior approval by the governing body of the Governmental Entity and submitted to the County for consideration.

FINANCIAL IMPACT

The Governmental Entity will pay for all materials directly to vendors.

County Judge

Date

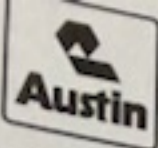
APPROVED BY COMMISSIONERS COURT
THIS _____ DAY OF _____, 2022



Governmental Entity
City of New Fairview

Ben Nibarger

01/18/2022 _____
Date



4717 First
Lay

Martin Marieta

Chip Seal Type B Grade 4

1/2 in rock 200 Tons

2 miles \$30.00 Ton \$6,000

Rooker Asphalt 214-3411-5209

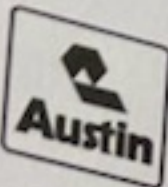
AC-10 \$2.45 gal

2 miles 12000 gal \$29,400

MC-30 \$3.20 gal

2 miles 4000 gal \$12,800

\$48,200.00



Austin Asphalt
An Austin Industries Company

Court

www.austin-ind.com

Over haul CR 4717
AC-10 \$2.45 gal 2 miles
12,000 gal \$29,400

Small washed Rock 3/8 stone
\$13.00 Ton 200 Tons \$2,600

\$32,000.00



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

Amending Chapter 12 “Utilities” of the Code of Ordinances

DESCRIPTION:

Receive, consider, and act on an Ordinance amending Chapter 12 “Utilities” of the Code of Ordinances.

BACKGROUND INFORMATION:

Chapter 12 “Utilities” of the Code of Ordinances addresses the City’s jurisdiction over utilities, but it does not address franchising authority or regulation of natural gas utilities. Staff recommends amending Chapter 12 to regulate gas utilities within the city.

Staff recommends approval of the ordinance.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** an Ordinance amending Chapter 12 “Utilities” of the Code of Ordinances.

ATTACHMENT(S):

1. Ordinance 202207-05-209

CITY OF NEW FAIRVIEW, TEXAS

ORDINANCE NO. 202207-05-209

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS; ESTABLISH THE RIGHT OF THE CITY TO HAVE EXCLUSIVE ORIGINAL JURISDICTION OVER THE UTILITY RATES, OPERATION, AND SERVICES OF GAS UTILITIES WITHIN THE INCORPORATED LIMITS OF THE CITY OF NEW FAIRVIEW; BY MODIFYING ORDINANCE NO. 2012-03-165; REVISING AND AMENDING CHAPTER 12, UTILITIES, ARTICLE 12.01 GENERAL PROVISIONS, OF THE CITY OF NEW FAIRVIEW CODE OF ORDINANCES TO AMEND SECTION 12.01.001 AND TO ADD SECTION 12.01.003, JURISDICTION OVER GAS UTILITIES PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of New Fairview (the “City”) is authorized to adopt ordinances that are necessary for the government, interest, welfare, or good order of the City pursuant to Section 51.012 of the Texas Local Government Code

WHEREAS, the City Council of the City of New Fairview (the “City Council”) finds that regulation of gas utilities within its boundaries protects the value of public property within the City and ensures the safety of the citizens of the City; and

WHEREAS, the City Council finds that the regulation contained in this Ordinance No. ____ promote the health, safety, and welfare of the citizens of the City;

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

SECTION 1. *Amendment.* The City of New Fairview Code of Ordinances is hereby amended as follows:

CHAPTER 12, UTILITIES, ARTICLE 12.01 GENERAL PROVISIONS, is hereby amended to read as follows:

“**Sec. 12.01.001** (a)(1) The city has three (3) different water supply corporations operating within its corporate limits.

~~(2) The city has never exercised original jurisdiction over utility rates, operations, and services of utilities within the incorporated limits of the municipality.~~

(b) Pursuant to section 13.042 of the Texas Water Code, the city hereby elects to have the commission exercise exclusive original jurisdiction over the utility rates, operations, and services of water utilities within the incorporated limits of the municipality.

(c) The City Council shall have the power, subject to the provisions of this Chapter, by ordinance to confer upon any person, firm, corporation, or other business entity operating as a general public service provider the franchise or right to use the public streets, alleys, highways, thoroughfares, easements, or other public property of the city for the purpose of furnishing to the public any general public service or benefit, including, but not limited to, heat, light, power, telephone service, solid waste pickup, solid waste hauling, solid waste recycling, solid waste disposal, and transportation, for compensation or hire, so long as the City has not otherwise voted, as authorized by state law, to vest exclusive original jurisdiction over the utility rates, operation, and services of utilities in any other public utility commission. Any franchise granted may be voided upon the failure of the grantee to exercise the same in compliance with the terms of the franchise.

Sec. 12.01.003 Jurisdiction over gas utility

- (a) The governing body of this municipality does hereby elect to exercise exclusive original jurisdiction over gas utility rates, operations, and services within the existing and future incorporated limits of this municipality.
- (b) No exclusive franchise or privilege shall ever be granted to a natural gas operator.
- (c) No determinate or fixed term franchise shall ever be granted for a longer term than 20 years.
- (d) All rights held under any such ordinance, shall at all times be subject to the power of the city council to require the holder thereof to make any necessary changes in or reasonable extensions of facilities and service in or to any portion of the city, which in the judgment of the city council may be necessary and proper (subject to the terms and conditions of any franchise). The city reserves the right to prevent the making of unnecessary or unprofitable extensions.
- (e) Repairs and corrections. Repairs and corrections of defects in gas service shall be made within forty-eight (48) hours after notice is given to the manager or other person locally in charge of the gas company.
- (f) Service connections. Upon the application of any bona fide consumer in a block where the gas mains are already extended, connections shall be made within seventy-two (72) hours after application is made to the office of the gas company. The term "bona fide consumer," as used in this section, means any person whose house is ready for gas connections to be made."

SECTION 2. *Severability.* The provisions of this Ordinance are declared to be severable. If any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, but they shall remain in effect notwithstanding the validity of any part.

SECTION 3. *Penalty.* It shall be unlawful for any person, firm, corporation, or other business entity to violate any provision of this section, and any person, firm, corporation, or other business entity violating or failing to comply with any provision hereof shall be deemed guilty of a misdemeanor and upon conviction shall be subject to a fine not to exceed the sum not more than two thousand dollars (\$2,000.00), and each day that a violation occurs or continues constitutes a separate offense.

SECTION 4. *Effective Date.* This Ordinance shall take effect immediately upon its adoption by the City Council and after publication as may be required by the Texas Local Government Code.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of New Fairview, Texas this the 18th day of July, 2022.

John Taylor, Mayor

ATTEST:

Brooke Boller, City Secretary



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

Ordinance for Atmos Energy Corporation Franchise Agreement

DESCRIPTION:

Receive, consider, and act on an Ordinance granting a franchise agreement with Atmos Energy Corporation.

BACKGROUND INFORMATION:

The City was approached by Atmos Energy Corporation (Atmos) about entering into a franchise agreement for Atmos to construct, maintain and operate pipelines and equipment in the city, for the transportation, delivery, sale, and distribution of gas in, out of, and through the city. Atmos has agreed to pay the City a five percent (5%) franchise fee of the gross revenues received within the city, for the use of the public rights-of-ways. The City agrees that this franchise fee will be paid in lieu of other required fees and charges for the use of the rights-of-ways. Also, this is a non-exclusive agreement, so the City can enter into other similar agreements for the transportation and sale of gas.

The term of the agreement is from January 1, 2023, through December 31, 2048. The terms state that Atmos shall not be required to pay for street cutting, street excavation or other special permits related to excavations in public rights-of-way. The City shall provide Atmos with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. The City shall notify Atmos as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the public rights-of-way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within public rights-of-way, Atmos shall do so as soon as practically possible, but shall not be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

If City, in constructing its sewers, drainage, water lines, streets, or utilities, should request that Atmos remove or relocate its mains, laterals, and other facilities lying within public rights-of-way, Atmos shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. If Atmos is

required by the City to remove or relocate its mains, laterals, or other facilities lying within public rights-of-way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets, or utilities by City, Atmos shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation. If the City abandons any public rights-of-way in which Atmos has facilities, such abandonment shall be conditioned on Atmos' right to maintain its use of the former public right-of-way and on the obligation of the party to whom the public right-of-way is abandoned to reimburse Atmos for all removal or relocation expenses if Atmos agrees to the removal or relocation of its facilities following abandonment of the public right-of-way.

Atmos shall have the right to lease, license or otherwise grant to a party other than Atmos the use of its facilities within the City's public rights-of-way.

The financial impact of this agreement is listed in the Financial Consideration section of the proposed agreement is attached.

The vision for Atmos Energy is to be the SAFEST provider of natural gas services. Atmos invests more than \$1 billion per year on system upgrades in order to be the safest provider of natural gas services. To enhance safety further, Atmos has an AMLD vehicle traveling through customer and business neighborhoods in communities, sniffing for possible natural gas leaks. In the last year thousands of leaks, within the 25 counties representing the Mid-Tex Division, were detected, and managed before the customer realized there was a problem. Atmos does have franchise agreements with the cities of Aurora, Boyd, Bridgeport, Decatur, Justin, Newark, Northlake, Paradise, Rhome, and Runaway Bay.

Atmos Energy has been serving Wise and Denton County for more than 30 years. They have a service center available for any emergencies or issues in Boyd as well as Denton. They follow strict protocols to ensure step-by-step measures are followed to resolve natural gas issues as soon as safely possible. Atmos also tries to support communities through donations to nonprofits, schools, and first responders. In the last year, more than \$35,000 has been donated to organizations in Wise County alone.

This was discussed by the council at the June 20, 2022, meeting and staff was directed to bring back an ordinance for this franchise agreement.

Staff recommends approval of the ordinance.

FINANCIAL CONSIDERATION:

Atmos Energy agrees to pay the City, on or before the 1st day of April 2023, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 1st day of April 2048, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues received by during the preceding calendar year. The initial payment

shall be for the period from January 1, 2023, through December 31, 2023, and each succeeding payment shall be for the period of the calendar year in which the payment is made.

Gross Revenues shall mean:

1. All revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City.
2. All revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City).
3. The value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales") (excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed.
4. Shall also include the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City.

Gross Revenues shall not include:

1. Revenues billed but not ultimately collected or received by Atmos Energy.
2. Contributions in aid of construction.
3. The revenue of any affiliate or subsidiary of Atmos Energy.
4. Sales tax and franchise fees paid to the City.
5. Interest or investment income earned by Atmos Energy.
6. Monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

It is also agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise in toto. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver. This is known as a "most favored nations clause."

RECOMMENDED MOTIONS:

I move to **Approve/Deny** an ordinance granting a franchise agreement with Atmos Energy Corporation.

ATTACHMENT(S):

1. Atmos Energy Franchise Agreement Ordinance 202207-03-240

ORDINANCE NO. 2022-03-240

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF NEW FAIRVIEW, WISE COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; RESERVING MUNICIPAL AUTHORITY; PROVIDING FOR INDEMNITY TO THE MUNICIPALITY AND INSURANCE BY ATMOS ENERGY CORPORATION; REQUIRING BOOK AND RECORD KEEPING; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE CITY RIGHTS-OF-WAY; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; PROVIDING AN EFFECTIVE DATE AND TERM; AND REPEALING ANY PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1. DEFINITIONS:

- 1.1. “City” shall mean the City of New Fairview, Texas, a home rule municipal corporation operating under the laws of the State of Texas.
- 1.2. “City Council” shall mean the governing body of the City of New Fairview, Texas.
- 1.3. “City Administrator” shall mean the City Administrator of the City, or his or her duly authorized representative.
- 1.4. “City Rights-of-Way” shall mean the area on, below, or above a public roadway, highway, street, sidewalk, alley, waterway, or utility easement of the City, as they now exist or may hereafter be constructed, opened, laid out, or extended within the present limits of the City, or in such territory as may hereafter be added to, consolidated or annexed to the City.
- 1.5. “Company” shall mean the Mid-Tex Division of the Atmos Energy Corporation, a corporation organized and existing under and by virtue of the laws of the State of Texas and Virginia, authorized to transact and actually transacting business in the State of Texas, acting by and through its duly authorized legal representatives.
- 1.6. “Customer” shall mean any person or organization being billed for gas services, including transportation, whether used by him or her, or by others.
- 1.7. “Emergency” is defined as sudden and unforeseeable damage or malfunction of a portion of the Company’s System that creates a threat to life, health, or property.
- 1.8. “Franchise” shall mean this Ordinance, and all rights and obligations established herein.
- 1.9. “Gas” shall mean natural gas and any synthetic gas distributed by the Company through its System.

1.10. “Gross Revenues” shall mean:

- (a) All revenues billed by the Company from the sale of gas to all classes of customers (excluding gas sold to another non-affiliate gas utility in the city for resale to its customers within the City) within the City including base rate revenues and revenues from the Company’s purchased gas adjustment tariff;
- (b) All revenues billed by the Company from the transportation of gas through the System of the Company within the City to customers located within the City (excluding gas transported to another non-affiliate gas utility in the city for resale to its customers within the City);
- (c) The value of gas transported by the Company for Transport Customers through the System of the Company within the City (excluding gas sold to another non-affiliate gas utility in the city for resale to its customers within the City), with the value of such gas to be established by utilizing Company’s monthly Weighted Average Cost of Gas charged to transportation customers as reasonably near the time as the transportation services is performed; and
- (d) “Gross Revenues” shall also include state gross receipts tax, contributions in aid of construction (“CIAC”) and the following “miscellaneous charges”: charges to connect, disconnect or reconnect gas and charges to handle returned checks from consumers within the City.
- (e) “Gross Revenues” shall not include:
 - i. revenues billed but not ultimately collected or received by Atmos Energy;
 - ii. the revenue of any affiliate or subsidiary of the Company;
 - iii. sales tax and franchise fees paid to the City;
 - iv. interest or investment income earned by the Company; and
 - v. monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City’s right of way.

1.11. “System” shall mean all of the Company’s pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and any other equipment or instrumentalities used in or incident to providing delivery, transportation, distribution, supply and sales of natural gas for heating, lighting, power, and any other purpose for which natural gas may now or hereafter be used, located within the corporate limits of the City.

1.12. “Transport Customer” shall mean any person or entity for which Company transports gas through the pipeline system of Company within the City to customers for delivery or consumption within the City.

SECTION 2. GRANT OF AUTHORITY:

2.1. The City hereby grants to the Company consent to use and occupy the present and future public rights of way for a period of ten (10) years from the effective date of this ordinance (the “Term”) for the purpose of constructing, maintaining, operating, and replacing all or any portion of the system used for the delivery of natural gas to retail customers located within the City’s boundaries, as they may be amended from time to time. The Franchise may be renewed under the same terms and condition for up to two (2) additional five (5) year terms, upon the mutual agreement of the parties, and the adoption of

an ordinance by the City Council, before the expiration of the Term. In the event either party does not wish to renew the Franchise under the same terms and conditions, the parties agree to enter into good faith negotiations of the Franchise. This obligation to engage in negotiations does not obligate either party to agree to any specific changes in the Franchise as a result of such negotiations. The City may require the Company to furnish the City correct and complete maps showing the location and extent of all its services consistent with the City's charter.

2.2. Nothing in this agreement shall prevent the Company from assigning this Franchise provided the City is informed of such assignment. It is not necessary to inform the City of a corporate reorganization not involving a third party. An assignment is valid only if the assignee accepts all of the terms and conditions contained herein.

SECTION 3. CITY'S RESERVATION OF RIGHTS AND AUTHORITY:

3.1. In granting this Franchise, it is understood that the lawful power vested in the City to regulate all public utilities within the City, to regulate the local rates of public utilities within the City, and to require all persons or corporations to uphold and perform all prescribed duties and undertakings is expressly reserved. Except as expressly provided in this Ordinance, the City does not, in granting this Franchise, surrender, lose, waive, impair, or lessen its powers under the City's charter, ordinances, and other applicable law. The rights, privilege, and franchise granted hereunder are non-exclusive, and are subject to such lawful changes by charter provision or ordinance as may be necessary to the public health and safety by City in the exercise of its lawful police powers.

3.2. The City reserves to itself the general right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of the Company's use of the City Rights-of-Way to ensure the rendering of efficient public service and the maintenance of the Company's System in good repair throughout the term of this Franchise.

3.3. Nothing herein shall impair the right of the City to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas or to provide and fix a scale of prices for natural gas and other charges to be charged by the Company to residential, commercial, and industrial customers, or any combination of such customers, within the territorial limits of the City.

SECTION 4. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF COMPANY FACILITIES:

4.1. The Company is hereby authorized to lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment within City Rights-of-Way, but before any work is to be performed, the Company must obtain any permits required by the City for construction within City Rights-of-Way in accordance with the ordinances or process in place at the time the work is performed. Under no circumstances shall the Company be required to pay for any permit. It shall not be necessary for the Company to obtain permits for the laying of service lines from the mainline pipes of the Company to its customers if no work will take place in City Rights-of-Way. It shall not be necessary for the Company to obtain a permit in advance of resolving an Emergency. In the event of an Emergency, the Company shall notify the City Administrator no later than ten (10) days after the last day of the Emergency, along with information that describes the circumstances of the Emergency.

4.2. The Company's System shall be located, installed and maintained so that, to the extent practicable, the system does not interfere with any improvements the City may deem proper to make. The Company

also agrees not to unreasonably obstruct the free use of the City Rights-of-Way.

Company shall construct its System Facilities in conformance with City ordinances or regulations adopted pursuant to authority delegated by ordinance, in order to minimize interference with traffic. The location of all Company's System Facilities shall be fixed in coordination with and under the supervision of the City, and as provided in the permit issued by the City. When Company makes, or causes to be made, excavations, or places, or causes to be placed, obstructions in any City Rights-of-Way, Company shall place, erect, and maintain barriers and lights to identify the location of such excavations or obstructions.

4.3 In determining the location of Company's System Facilities within City, Company shall work with the City to minimize interference with then existing underground structures of City or other utility franchisees. Likewise, in determining the location of the facilities of the City and other utility franchisees within City, City shall minimize interference with the existing System Facilities of Company and shall require other utility franchisees to minimize interference with existing System Facilities of Company. In the event of a conflict between the location of Company's System Facilities and the location of the facilities of City or other utility franchisees within City Rights-of-Way that cannot otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities.

4.4 If Company desires to install System Facilities on or under public parkland or other City-owned property that is not a City Rights-of-Way, it shall seek specific permission for such installation from City and shall proceed in coordination with City and in compliance with all applicable State laws, including Chapter 26 of the Texas Parks and Wildlife Code, and with all applicable City ordinances, rules, and regulations.

4.5 Company shall designate an individual or individuals as the person or persons primarily responsible for communications with the City and authorized to speak for and represent the Company in such communications. The City shall be entitled to contact the designated individual or individuals on any matters associated with Company's occupancy and use of the City Rights-of-Way, and Company's performance of its obligations under this franchise. Company shall promptly communicate with the Wise County Emergency Dispatch and the City of New Fairview Emergency Contact in the event Company becomes aware of gas leaks on its system or significant unplanned disruption of service to multiple customers within the City for reasons other than non-payment, meter tampering, or other customer-driven reason. Company shall also notify the City when Company expects to undertake work that will result in disruption of service for a significant period of time to multiple customers.

4.6 A copy of the City's capital improvement plan ("CIP") for the upcoming budget year shall be made available on the City's website or upon request. The City should notify the Company's local representative of any major change to the CIP. The Company or contractors working on behalf of the Company shall not be required to pay fees for permits that must be obtained from the City for street cutting, excavations, or other work in City Rights-of-Way in connection with the Company's operations. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within City Rights-of-Way, the Company shall do so as soon as practically possible with respect to the scope of the project. In no event shall the Company be required to remove or relocate its facilities in less than thirty (30) days from the time notice, as defined within this Franchise, is given to the Company by the City.

4.7 Upon reasonable request by City for a public health, safety, or welfare purpose, or to generally inform the City's planning for public projects, the Company shall provide maps in a digital format showing

the location of its System Facilities and shall cooperate with the City in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public. Under no circumstances shall the City rely solely on maps previously provided by the Company for the purpose of avoiding conflict with Company's System Facilities. All maps temporarily provided by the Company to the City shall be deemed confidential and proprietary, and will be provided solely for the City's use.

4.8. If, during the period of this Franchise, the City shall elect to alter or change the grade or alignment of the City Rights-of-Way, or any water pipe, wastewater pipe, or any City owned overhead or underground structure for a governmental purpose, so as to conflict with the facilities of the Company, the Company shall remove or relocate, as necessary, all of its facilities at its expense, unless such work is for the primary purpose of beautification. However, if such work is being performed because of, or in conjunction with, a private development project, the private developer may be required to reimburse the Company for the cost of removal or relocation of its facilities. Schedules for this work shall be developed by the designated representatives of the Company and the City. If such representatives cannot agree on the schedule, the City Administrator, after consultation with the Company, shall establish a schedule.

This schedule shall provide for a minimum of thirty (30) days to exist between the time the schedule is furnished to the Company and the time that any specific work to be done by the Company covered in the schedule is to begin. When Company is required by City to relocate its facilities, the City shall work with the Company to obtain a safe and suitable alternative location. The Company shall be required to relocate facilities in accordance with the terms of this franchise and the City's Rights-of-Way permit. The Company shall not be required to relocate facilities to a depth greater than four (4) feet unless to avoid conflict with the City's infrastructure and prior agreement is reached between the City and Company.

4.9. When the Company is required to remove or relocate its facilities to accommodate work by the City without reimbursement from the City, or at the City's direction, the Company shall have the right to seek recovery of relocation costs as provided by state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of the Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. The City shall not oppose recovery of relocation costs when Company is required by City to perform the relocation. City shall not require that Company document its request for reimbursement as a pre-condition to recovery of such relocation costs. Notwithstanding any provision of this agreement, the City shall have the right to participate and challenge any other capital costs or expenses of the Company and request full documentation to the full extent provided by state law.

4.10. Whenever the City applies to be reimbursed by the state or federal government for a public improvement which includes the removal or relocation of facilities by the Company, the City shall attempt to notify the Company about such application within a reasonable amount of time for the Company to provide the City with cost and expense documentation, so that the City can include such information in the application. This does not apply if the inclusion of the Company's costs and expenses would diminish the amount of funds available to the City. Upon receipt of reimbursement funds from the federal or state agency, the City shall remit to the Company, within thirty (30) days of receipt, the Company's portion of the funds related to the relocation or removal of its facilities.

4.11. If the City transfers or abandons any City Rights-of-Way in which the Company has facilities, the City will condition the abandonment or transfer of such property on preserving the Company's right-of-way.

4.12. When performing work within City Rights-of-Way, the Company shall place, or cause to be

placed, appropriate barriers to mark excavations or obstructions. Company must endeavor to minimize interference with traffic on City Rights-of-Way. If Company personnel damage any City facilities (excluding City Rights-of-Way), the Company shall notify the City and shall reimburse the City for its cost of repairing the damage. When constructing or repairing facilities in City Rights-of-Way, City agrees to minimize interference with then existing facilities of the Company and shall instruct other users of City Rights-of-Way to minimize interference with existing facilities of the Company. If City personnel damage a part of the System, the City shall notify the Company and shall reimburse its cost of repairing the damage. Requests for reimbursement under this section are limited to actual, documented costs for the repair, including lost product, materials, equipment, and labor. Reimbursement does not include lost profits, administrative costs, or other incidental costs. City and Company agree to notify the appropriate personnel whenever such restoration becomes necessary. The Company and City may separately agree to enter into a reciprocal arrangement for limited circumstances creating an exception to this section where each party bears the cost and/or responsibility of repairing or replacing damaged facilities or pavement.

4.13. For new construction served from a main that lies in street right-of-way, Company agrees to install meters adjacent to a building on that property, when practical and may only install a meter within a City Right-of-Way if the City Administrator agrees with the placement. For any premises served from a main that lies in alley right-of-way, Company may install the meter at the alley if the City Administrator agrees with the placement. Nothing in this franchise will require the Company to install a meter adjacent to a building when repairing or replacing existing meters. Nothing in this franchise shall prevent a property owner from requesting that a meter be moved adjacent to a building so long as it is operationally feasible and the property owner agrees to pay the costs of relocation, including any additional service line necessary to accommodate the request. If a meter is installed in or near a City Right-of-Way, Company agrees to discuss with the City Administrator the aesthetics of meter placement, provided that aesthetic accommodations will not endanger the public or the integrity of the System. This section does not require the Company to install any non-standard equipment.

4.14 Whenever City shall decide to make public improvements in the Public Rights-of-Way in which the Company's System Facilities already exist or in which the Company may propose to install its System Facilities, the Company will be provided the opportunity, at no expense to City, in advance of such improvements to renew such System Facilities, if defective or inadequate in size and to lay System Facilities, or renew same, if inadequate in size or defective, to the property lines where buildings may be located provided such activities do not delay the City's public improvements.

The Company shall be given written notice of the intention of City to make major public improvements in any such City Rights-of-Way. Within ninety (90) days from receipt of such notice, the Company, if it has determined a need, shall initiate work and thereafter proceed in a workman-like manner to completion of the necessary work and shall complete such work within three (3) months of being granted a permit to preclude the delay of said public improvements. The Company shall take reasonable measures to ensure uninterrupted service to its customers and shall reconnect all customer service lines disconnected in the normal course of construction at its own expense. If the Company should fail to so proceed, and any street or alley is thereupon paved, except in an emergency or in response to a request for initiation of new service, the Company shall for three (3) years thereafter not be allowed to cut such pavement or excavate in such paved street or alley for any purpose. All pavement cuts or excavations within the three-year period, except in response to an emergency or in response to a request for initiation of new service, shall be performed only upon written permission of the City under such terms and conditions as the City may prescribe.

SECTION 5. INDEMNITY & INSURANCE:

5.1 IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, THE COMPANY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS CITY, ITS OFFICERS, AGENTS, EMPLOYEES (CITY AND SUCH OTHER PERSONS AND ENTITIES BEING COLLECTIVELY REFERRED TO HEREIN AS “INDEMNITEES”), FROM AND AGAINST ALL SUITS, ACTIONS OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY THE COMPANY’S INTENTIONAL AND/OR NEGLIGENT ACTS OR OMISSIONS IN CONNECTION WITH THE COMPANY’S CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, REPAIR, USE, OPERATIONS, OR DISMANTLING OF SYSTEM FACILITIES OR THE COMPANY’S PROVISION OF SERVICE; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO THE EXTENT ANY LIABILITY IS DETERMINED TO HAVE RESULTED FROM NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES. IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE COMPANY AND CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT, HOWEVER, WAIVING ANY OF THE DEFENSES OF THE PARTIES UNDER TEXAS LAW. FURTHER, IN THE EVENT OF JOINT AND CONCURRENT NEGLIGENCE OR FAULT OF BOTH THE COMPANY AND CITY, RESPONSIBILITY FOR ALL COSTS OF DEFENSE SHALL BE APPORTIONED BETWEEN CITY AND THE COMPANY ENERGY BASED UPON THE COMPARATIVE FAULT OF EACH.

5.2 By entering into this Franchise Ordinance, City does not consent to suit, waive any governmental immunity available to the City under Texas Law, or waive any defenses of the parties under Texas law.

5.3 In the event any action or proceeding shall be brought against the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, the Company shall, upon notice from any of the Indemnitees, at Company’s sole cost and expense, resist and defend the same with legal counsel selected by Company, provided however, that Company shall not admit liability in any matter on behalf of the Indemnitees without their written consent and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the Company. The Company’s obligation to defend shall apply regardless of whether Company is solely or concurrently negligent provided that Indemnitees may be held responsible for the cost of such defense paid for by the Company. Indemnitees shall give the Company prompt notice of the making of any claim or commencement of any action, suit, or other proceeding covered by the provision of this Section. Nothing herein shall be deemed to prevent the Indemnitees at their election and their own expense from cooperating with the Company and participating in the defense of any litigation by their own counsel.

5.4 In fulfilling its obligation to defend and indemnify City, the Company shall have the right to select defense counsel, subject to City's approval, which shall not be unreasonably withheld. The Company shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Franchise. If the Company fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and the Company shall be liable for all defense costs incurred by City, except as otherwise set out in this Section.

SECTION 6. COMPANY'S DUTIES TO PUBLIC:

6.1. The Company shall furnish reasonably adequate service to the public at reasonable rates and charges; therefore, and Company shall maintain its property, equipment, and appliances in good order and condition.

6.2. The Company shall not discriminate against any person, corporation, firm or association in the charge for gas service or in the services rendered under like circumstances to customers of the same classification. The Company shall not arbitrarily refuse to provide service to any person that it is economically feasible for the Company to serve. The Company shall not directly or indirectly grant any discount, rebate, or use any other device to circumvent the applicable rate schedule.

6.3. The Company shall, at all times during the existence of this Franchise, furnish an adequate supply of natural gas necessary for the requirements of its customers in the City.

SECTION 7. PAYMENTS TO CITY:

7.1. As compensation for the rights and privileges conferred by this franchise, the Company shall pay to the City a sum of money equal to five percent (5%) of Gross Revenues. Except as outlined below, payments shall be made monthly on or before the last day of the month following the month on which the franchise fee is based, unless that day falls on a state or federal holiday or a weekend, in which case payment shall be made no later than the next business day. The initial payment for the rights and privileges under this franchise shall be on or before May 1, 2021, and shall be for the privilege period of April 1 through April 30, 2021. Each succeeding payment shall be for the privilege period of the month preceding the month in which the payment is due. The final payment under the initial term of this franchise shall be due on or before January 31, 2031, and shall be for the privilege period of December 1 through December 31, 2030. The franchise fee amounts that are due based on CIAC shall be paid at least once annually on or before April 30 each year based on the total CIAC recorded during the preceding calendar year. The initial CIAC franchise fee amount will be paid on or before April 30, 2022, and will be based on the calendar year January 1 through December 31, 2021. The final CIAC franchise fee amount under the initial term will be paid on or before April 30, 2031, and will be based on the calendar year January 1 through December 31, 2030.

7.2. Payments received after the due date shall be subject to interest charged at the greater of the rate of the prime rate for the due date or the rate for customer deposits under Texas Utilities Code Section 183.003 in effect for the time period involved, from such due date until payment is received by City.

7.3. The Company shall provide a report with each payment, which sets forth the total, in dollars and cents, of the Gross Revenues. At a minimum, the report will show, by customer class, Gross Revenues and resulting franchise fee attributable to sale of gas and other miscellaneous charges. In addition, the report will show the amount of franchise fee collected from transportation customers attributable to the value of gas transported for the customers.

7.4. It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charge (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes,

and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from the Company or Company's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy the Company's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement, or franchise taxes or charges aforesaid.

7.5. If the Company should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in the Company's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its City Rights-of-Way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by the Company to the City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

SECTION 8. FRANCHISE FEE RECOVERY TARIFF:

8.1. The Company may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.

8.2. City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates, or tariff which provide for 100% recovery of such franchise fees as part of the Company's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of the Company's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by the Company and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by the Company.

8.3. City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

SECTION 9. BOOKS AND RECORDS:

9.1. The Company shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at the Company's principal office.

9.2. Upon reasonable request of the City, the Company shall present any and all records, accounts and books for inspection relative to the Gross Revenues of the Company within the corporate limits of the City.

9.3. The City may, if it sees fit, upon reasonable notice to the Company, have the books and records

of the Company examined by a representative of the City to ascertain the correctness of the reports agreed to be filed therein. The Company shall make available to the auditor such personnel and records as the City may request in order to complete such audit, and shall make no charge to the City therefore. The Company shall assist the City in its review by providing all requested information no later than fifteen (15) days after receipt of a request.

9.4. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the franchise fee only if such audit, inquiry or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. Each party shall bear its own costs of any audit or inquiry, unless, if after receiving reasonable notice from the City of the City's intent to perform an audit, the Company fails to provide data, documents, reports, or information required to be furnished or fails to reasonably cooperate with the City during an audit properly performed, the Company shall be liable for payment of the City's reasonable and necessary expenses (including reasonable attorney's fees) incurred in obtaining such data, documents, reports or information.

9.5. In the event that a dispute arises regarding an audit performed on the Company's books and records, the Company agrees to participate in mediation in an attempt to resolve the dispute. The Company agrees that it will consult with the City and the parties will mutually agree on a Mediator to preside over the mediation.

9.6. The Company shall keep and maintain complete books, records, accounts, documents, and papers pertaining to the Company's facilities within the City and all the underlying books, records, and working papers on which the gross revenue calculations were based in accordance with the Company's record retention policy or for a period of four years, whichever is greater.

SECTION 10. REPEAL:

This ordinance repeals all previously adopted franchise ordinances by the City Council of the City of New Fairview, Texas which granted the Company the right to use the City Rights-of-Way of the City.

SECTION 11. SEVERABILITY AND CONFLICT:

If any section, paragraph, sentence, clause, phrase, or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable. It is further agreed that if part of this Ordinance is determined to be invalid, either the City or the Company may open negotiations solely with respect to a substitute for such Section, or portion of this Ordinance within two (2) weeks after a ruling has been made. In the event of a conflict between this Franchise and the City's Code of Ordinances, this Franchise controls, except that by the granting of this Franchise the City does not render or to any extent lose, waive, impair, or lessen the lawful powers and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and of the United States of America and under the City's Charter.

SECTION 12. ACCEPTANCE OF FRANCHISE:

To accept this franchise, the Company must file with the City Secretary its written acceptance of

this franchise ordinance within sixty (60) days after its final passage and approval by the City Council. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void. Once this franchise has been accepted, the terms herein may not be modified except by an ordinance duly adopted by the City, and subsequently accepted by the Company in the same manner as the franchise.

SECTION 13. EFFECTIVE DATE:

This Franchise shall be effective only after: a) its final passage by the City Council; b) receipt by the City of Company's acceptance as required above; and c) the expiration of twenty (20) days following publication as required by the City Charter. The City Secretary shall publish, at the Company's expense, the complete text of this ordinance in a newspaper of general circulation. Provided that the above requirements have taken place, this Franchise shall be effective as of August 29, 2022.

SECTION 14. NOTICES:

Any notices required to be sent to the parties under this franchise shall be sent to the following:

CITY:
City Administrator
999 Illinois Ln
New Fairview, TX 76078-3940

COMPANY:
Public Affairs Manager

PASSED, ADOPTED and APPROVED the 18th day of July 2022, at a special meeting of the City Council of the City of New Fairview, Texas, by a vote of _____ yeses and _____ noes.

ATTEST:

CITY OF NEW FAIRVIEW:

Brooke Boller
City Secretary

John R. Taylor
Mayor



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

July 18, 2022

Heartland Parks and Recreation Contract

DESCRIPTION:

Receive, consider, and act on a Resolution authorizing the City Administrator to execute an agreement with Heartland Park, LLC, in final form as approved by the City Attorney.

BACKGROUND INFORMATION:

The City of New Fairview has approximately seven acres of land that was dedicated to the City in October 2013. The land is located on Stewart Street in the Chisholm Hills subdivision. Historically, the City has not been maintaining the property and it has been sitting as an overgrown lot. In 2020, staff reached out to Kyle Stephens, an engineer who specializes in preparing grant applications for the Texas Parks & Wildlife Department, to explore possibilities for the installation of park amenities and potential funding sources. Kyle recommended the City participate in the Local Park Grant Program, which provides a state funded grant match up to \$150,000.

The City did land the Texas Parks & Wildlife Department grant of \$150,000 with a local match of \$150,000 for a total project cost of \$300,000. The City must pay the costs first and submit for reimbursement from the state. Staff reached out to local developers to ask for support on this project and one developer has agreed to pay for the cost of the Pavilion Area. The project was originally budgeted in September/October 2020, but products for this project (steel, rebar concrete, etc.) have gone up in price since then. The current quoted received from Heartland Park & Recreation LLC is for \$358,356, and this includes a total discount of \$27,625 (see attached). This does not include the \$32,000 that has already been paid to the consultant to help the City prepare and file the application with Texas Parks and Wildlife Department.

Staff has made a recommendation in the Financial Consideration section of this memo on how the project can be funded. There is also the option to reduce some of the amenities, or to decline to move forward with the project, but this will probably prevent the City from ever obtaining any Parks grant in the future.

This item was discussed at the June 6, 2022, city council meeting and the City Administrator was given council approval to move forward with negotiations on prices and to bring it back to council.

The City Administrator was also asked by council to investigate the cost of a portable restroom for the park, lighting, and cost of maintenance.

Lighting cost estimate for solar light and pole installation is about \$1,500 - \$1,800 each. They are typically about 3000 lumens, dusk to dawn and motion sensor, five-year battery life, and one-year warranty.

Staff received a quote of \$1,983 for the annual rental of a handicap accessible porta potty. This includes weekly servicing for the porta potty.

Maintenance cost estimate for mowing, emptying of the trash cans, and general cleanup is estimated at ten hours per week (\$185) during the summer months and four hours per week (\$74) during the winter months.

Staff received a Construction Agreement from Heartland Park & Recreation, LLC (attached) for the construction of the park.

Staff had a discussion with the council on June 20, but no action was taken. This item was requested to be placed back on the agenda by Council Members Fissette and Clements.

FINANCIAL CONSIDERATION:

Total Project Cost:	\$358,356
TPWD Match:	-\$150,000
Developer Contribution:	<u>-\$71,132</u>
City Cost:	\$137,224

The total project cost of \$358,356 does not include the \$32,000 that has already been paid for the survey, engineering and grant work done for this project. Staff has identified approximately \$100,000 in the current budget that can be earmarked towards this project. The remaining amount can be drawn down from the Fund Balance.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a resolution authorizing the City Administrator to execute an agreement with Heartland Park, LLC, in final form as approved by the City Attorney

ATTACHMENT(S):

1. Heartland Park & Recreation Agreement
2. Image of the dedicated park land
3. Renderings of park amenities and plans
4. Construction cost from Heartland
5. Resolution 202207-04-208



CONSTRUCTION AGREEMENT

This construction Agreement (“Agreement”) is entered into effective upon approval ___/___/2022 (“Effective Date”), by and between Heartland Park & Recreation, LLC, (“Contractor”), and the City of New Fairview, Texas (“City”), for the construction of certain improvements described in. For convenience, Contractor and City may hereinafter be referred to collectively as “parties”, and individually as a “party”.

WHEREAS, the City and community organizations have worked in concert to design and fund improvements laid out in plan set titled ”New Fairview 2021 TPWD Park Improvements” drawn by Stephens Engineering; and

WHEREAS, the unique nature and design of the Project have limited the available options for construction of the Project; and

WHEREAS, having reviewed the sole source documentation provided by Contractor, City has determined it to be the best interests of the City to enter into this Agreement with Contractor.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. **Employment of Contractor and Scope of the Work.**

1. City agrees to engage Contractor and Contractor hereby agrees to perform the work and services consisting of the construction of New Fairview 2021 TPWD Park Improvements. In accordance with, the bid/quote of Heartland Park and Recreation, LLC, attached hereto and incorporated herein as **Exhibit “B”** and the approved plans for the Project, a copy of which has been provided by Stephens Engineering.

B. **Agreement Documents.**

1. The Agreement Documents consist of this Agreement and following exhibits attached hereto:
 - i. Exhibit “B” - Heartland Park & Recreation, LLC, spreadsheet for the City of Ennis 2021 Park Improvements

C. **Time for Completion**

1. The work to be performed under this Agreement shall be commenced on or before Notice to proceed ____/____ 2022, and shall be completed on or before 10 Months from notice to proceed ____/____ 2023 (“Date Completion” or “Completion”). Time is of the essence for all deadlines stated in this Agreement. For purposes of this Agreement, the term “substantially complete” shall mean that the improvements and facilities are ready to be used for their intended purpose, save and except for minor items to be addressed by Contractor on the City inspector’s “punch list” which shall be addressed prior to Completion by Contractor, final approval and acceptance of the Project by the City.

D. **Compensation**

1. The Agreement price shall be the sum of \$358,356.00 as evidenced by **Exhibit “B”** attached hereto, and shall not exceed such price without prior authorization in the form of a valid change order executed in accordance with Section E of this Agreement. **The only exception to this is the final price for concrete work on the project, concrete (called out as “sidewalk and curb”) on the spreadsheet represents a do not exceed number. Heartland agrees to do all concrete work at cost +15% on these items due to possible corporate donations. When this work is invoiced for Heartland will provide detailed cost figures in the draw documents to establish the price.**

E. **Change in the Work**

1. Neither the scope of the work, the Date of Substantial Completion, the Completion Date, nor the Contract Price under this Agreement may be modified by Contractor without the written consent of the City. The City’s consent may only be given by the execution of one or more change orders. To be valid, a change order must be in writing, must specify the specific change requested, (e.g., materials, specifications, contract price, etc.), must itemize the additional cost associated with such requested change, and must be signed by an authorized City representative. If a change order is requested to modify the Date of Substantial Completion or the Completion Date the change order shall specify the reason(s) for the delay.
2. The City may request that Contractor perform additional work outside the scope of this Agreement, in accordance with applicable law, but Contractor is under no obligation to grant such request if the City and Contractor cannot reach an agreement as to the amount of additional compensation that would be required to perform the additional work. This change must be set forth in a change order executed in conformance with this Section E, and subject to the limitations forth in Chapter 252 of the Texas Local Government Code.
3. The City may request in writing that Contractor perform less work than what is required by this Agreement, and, in such case, the Contractor and the City shall agree to reduce the Agreement Price in accordance with the reduction of work requested. This change shall only be valid if set forth in a change order executed in

conformance with this Section E.

F. Construction Management.

1. The City and Contractor shall each designate a representative to be the primary contact for all matters related to the Project. The City's representative or his designee shall have a right to inspect the Project at all times. However, neither the City's inspector nor the City shall have any liability for failing to identify defects in the work or services performed by Contractor. The City may issue a Stop Work Order if the City's inspector determines that the work or services performed by Contractor do not comply with the requirements of applicable law or any of the Agreement Documents. The City shall not be required to make any further payment to Contractor under this Agreement until such defects are remediated by Contractor to the City's satisfaction.

G. Compensation and Method of Payment

1. The designated representatives of the parties shall meet at a minimum of one (1) time per month, but no more than two (2) times per month to determine the percentage of the work performed by Contractor for payment to the Contractor. The representatives shall then complete and sign a project Inspection.
2. Contractor shall then submit to City an Invoice in a form. The Invoice shall identify the percentage of the work completed by Contractor (based on the most recently signed Project Inspection Form) and the amount due to Contractor, which shall equal the product of the percentage of completion. The Invoice shall be accompanied by a signed and notarized Conditional Waiver & Release on Progress Payment on a form.
3. The City shall pay the amount due to Contractor within fourteen (14) days from the date of the City's receipt of the Invoice.
4. After the Date of Completion, as determined by the City's inspector, the City shall release the final payment to Contractor upon completion of the following:
 - i. Owner's receipt of a final Invoice and Conditional Waiver & Release Upon Final Payment form confirming that all bills for labor and materials have been paid and that no liens were filed on the Project;
 - ii. The Contractor's completion of any items listed on the City inspector's punch list (to be given to Contractor on the Date of Substantial Completion); and
 - iii. The City's acceptance of the Project, which acceptance shall not be unreasonably delayed or withheld.

H. Contractor's Rights, Duties and Warranties

1. Contractor warrants and represents that:
 - i. the materials and equipment furnished under this Agreement will be of good

- quality and new unless the Agreement Documents require or permit otherwise;
 - ii. Contractor shall perform the work in a good and workmanlike manner, continuously and diligently in accordance with generally accepted standards of construction practice for construction of projects similar to the Project, except to the extent the Agreement Documents expressly specify a higher degree of finish or workmanship, in which case the standard shall be the higher standard; and
 - iii. the Project will conform to the requirements of the Agreement Documents
- 2. Contractor further warrants and represents to City that:
 - i. it has all personnel required to perform the work to complete the Project as required under and in accordance with the quality and time frame required under this Agreement;
 - ii. all of the services required hereunder shall be performed by Contractor or under Contractor's supervision; and
 - iii. that all personnel engaged in the work shall be qualified to perform such work.
- 3. Contractor shall furnish, at the Contractor's own cost and expense, all of the materials, supplies, machinery, equipment, tools, superintendence, labor (either directly or through subcontractors), insurance and other accessories and services as may be necessary in order to complete the Project in accordance with the Contract Documents. Contractor shall provide insurance meeting the requirements set forth in **Section J** of this Agreement.
- 4. Contractor shall at all times keep the jobsite free from all disposable material, debris and rubbish as is practicable and shall remove same from any portion of the jobsite when it becomes objectionable or when it interferes with the progress of the work.
- 5. During the construction, Contractor shall not damage improvements on any private or public property, including the jobsite. In the event Contractor damages such property, Contractor shall, at its own expense, immediately and fully restore such property to the condition existing prior to the damage. Contractor shall maintain insurance as required by Section H (3) of this Agreement to cover such damages.
- 6. Upon completion of the Work, Contractor shall remove from the jobsite all, materials, tools and equipment belonging to Contractor and restore the jobsite to an appearance and condition as specified in the Agreement Documents or, if none is specified, to an appearance and condition acceptable to the City, in City's sole reasonable discretion.
- 7. Contractor shall have available at all time, as its agent, a competent superintendent capable of reading and thoroughly understanding the Agreement Documents, and who is thoroughly experienced in the type of work being performed. The Superintendent shall have full authority to execute orders or directions and to promptly supply such materials, equipment, tools, labor and incidentals as may be required to complete the Project

8. The Contractor shall be responsible for all work performed by any subcontractors in accordance with Section 2251.022 of the Texas Government Code.
9. Contractor may suspend work on the Project in the event Contractor has complied with the proper procedures for procuring payment (as set forth in **Section G**) and the City does not timely pay Contractor in accordance with Section G. Should the City's failure to pay Contractor for a period in excess of (thirty) 30 days from the date payment is due, Contractor may declare the City to be in material breach of this Agreement and exercise its rights under **Section N**. of this Agreement.
10. In the event that the performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence. The Parties agree that should such event occur, the date of Substantial Completion shall be extended by change order for the number of days the Project is delayed pursuant to this paragraph, as agreed upon by the Parties, but not otherwise, and no penalty will be assessed to Contractor for delays as set forth in this Section. However, Contractor shall still be required to submit change orders requesting extensions of time in accordance with **Section E**. of this Agreement.

I. INDEMNITY.

1. **TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR OTHER ACTIVITIES OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE.**

J. Insurance

1. Contractor agrees to and shall maintain insurance for comprehensive general liability, automobile liability insurance, and worker's compensation during the term of this Agreement in the amounts not less than those set forth below and meeting

the following requirement:

- i. Commercial General Liability Insurance at minimum combined single limits of \$500,000.00 per occurrence and \$1,000,000.00 general aggregate for Bodily injury and Property Damage.
 - ii. Workers Compensation Insurance at statutory limits, including employer's liability coverage at minimum limits of \$50,000.00 by disease aggregate, \$100,000.00 by disease - per occurrence, \$100,000.00 per occurrence - each accident.
 - iii. Commercial Automobile Liability Insurance at minimum combined single limits of \$1,000,000.00 per occurrence for bodily injury and property damage, including non-owned and hired car coverage.
2. All such policies shall contain a waiver of subrogation rights against the City, and Contractor shall, prior to the commencement of the work, furnish the City with a valid Certificate of Insurance covering all workers and subcontractors, and providing the coverage set forth above. All insurance policies shall name the City as an additional insured.

K. Subcontractors

1. Contractor shall solicit bids from local subcontractors and service providers where possible, provided that the City reserves the right to object to any subcontractor that the City deems, in its sole discretion, to be objectionable. Contractor shall not utilize any objectionable subcontractor on the Project.

L. Dispute Resolution

1. The parties agree to use reasonable efforts to resolve any and all disputes regarding the subject matter of this Agreement without resorting to litigation. If a dispute should arise regarding any aspect of this Agreement, the parties agree to meet informally to discuss the possible solutions to the dispute. Should the informal meeting fail to resolve the dispute, the parties may utilize mediation and/or litigation in a court of competent jurisdiction.

M. Additional Terms – Co-Op - Meeting Bid Requirements

The City shall issue to Contractor purchase orders for the Project totaling the entire amount of the Agreement Price and reflecting the same as the line item bid/quote provided by Contractor to the City, which shall state on each purchase order Co-Op Purchase/Transaction. Contractor shall submit all documentation to and through Co-Op to satisfy all bid requirements as outlined by the guidelines of the State of Texas

N. Termination of Agreement.

1. If, for any reason, Contractor shall fail to fulfill in timely and proper manner its obligation under this Agreement, City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination by

certified mail, return receipt requested, at the address specified below which notice shall specify the effective date thereof, and which notice shall be delivered to Contractor at least three (3) calendar days before the effective date of such termination.

2. In the event City shall fail to pay Contractor in accordance **Section G.** or **H.9.**, Contractor may terminate this Agreement by providing the City with written notice of such termination by certified mail, return receipt requested, at the address specified below.
3. Upon the City's termination pursuant to this **Section N.**, Contractor shall immediately begin taking any necessary steps to cease work and leave the jobsite. Contractor shall be entitled to payment of such amounts as shall compensate Contractor for the services satisfactorily performed on or before the termination date in accordance with this Agreement. The City shall not be required to reimburse Contractor for any services performed or expenses incurred after notice of termination is effective under this Section.
4. In the event this Agreement is terminated by either party as a result of the material breach of this Agreement by the other party and after compliance with the Dispute Resolution provisions of **Section L**, the non-breaching party may elect to file suit in a court of competent jurisdiction and recover its damages from the breaching party as allowed by law.

O. Miscellaneous Provisions

1. No Third-Party Beneficiaries.

For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and it is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City, Contractor, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Contractor, or both.

2. Non-Waiver.

In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant or any default which may exist on the part of Contractor, and the making of any such payment by City while any such breach or default shall exist in no way impairs or prejudices any right or remedy available to City in respect to such breach or default.

3. Assignability

Contractor may not assign, convey or transfer its interest, rights and duties under this Agreement without the prior written consent of City.

4. Notices

Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, return receipt requested or via overnight delivery service, to the addresses noted below and shall be effective upon receipt if mailed to:

IF TO CITY:

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

IF TO CONTRACTOR:

Heartland Park & Recreation, LLC
Attn: Haley Spencer
P.O. Box 505
White Oak, Texas 75693

Either party may change the address and contact information stated in this paragraph by providing notice to the other party in accordance with this section.

5. Independent Contractor

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

6. Severability

If any of the terms or provisions of this Agreement are held for any reason to be invalid, void, illegal or unenforceable as a matter of law, the remainder of the Agreement shall remain in full force and effect and shall not be impaired, affected or invalidated by such holding.

7. Amendment

The Agreement Documents may not be amended or altered except by a written document signed by authorized representatives of both parties.

8. Authority to Execute

The parties hereby warrant and represent that the undersigned person or persons are properly authorized to execute this Agreement on behalf of the parties.

9. Governing Law/Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any action, including without limitation, mediation or litigation, brought hereunder shall lie in Wise County, Texas.

10. Attorney's Fees

If it becomes necessary for any party to file suit to interpret or enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover from the non-prevailing party, reasonable attorney's fees and costs of court.

Signed to be effective on the Effective Date.

CITY OF NEW FAIRVIEW, TEXAS

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

Before me, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of City of New Fairview, Texas, and that he is authorized by said legal entity to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the ___ day of _____,

2021.

Notary Public in and for the State of Texas

Print Name

My Commission Expires:

HEARTLAND PARK & RECREATION, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TEXAS

§
§

COUNTY OF _____ §

Before me, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the _____ of Heartland Park & Recreation, LLC, and that he is authorized by said legal entity to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this the ____ day of _____,

2021

Notary Public in and for the State of Texas

Print Name

My Commission Expires:

City of New Fairview 2021 Park Improvements

New Fairview, TX



Description

Site Construction

Dirt Work for All Impacted Areas

Sidewalk 6' 4" 3000 PSI Concrete*

ADA Parking Area (Striped/Sign)

Playground Ribbon Curb*

Total Site Construction

Playground Area

Playground Equipment as Rendered

Manufacturer Material Surcharge

Freight

Install

Flexbase Subbase Compacted to 3" Depth

Pour-In-Place to Support 5'4" CFH (50/50 Mix)

Total Playground Area

Pavilion Area

Gable End Pavilion 34'x20' 4:12 7'6" Entry

Freight

Install

Stone Columns

Pavilion Foundation*

Total Pavilion Area

	Number	Unit Cost	Total	Total Project
	1	\$ 7,500.00	\$ 7,500.00	
	8300 Sf	\$ 7.75	\$ 64,325.00	
	1	\$ 5,500.00	\$ 5,500.00	
	235 Lf	\$ 45.00	\$ 10,575.00	
			\$ 87,900.00	\$ 87,900.00
	1	\$ 104,783.00	\$ 104,783.00	
	1		\$ 14,730.50	
	1		\$ 4,530.00	
	1		\$ 20,000.00	
	3725 Sf	\$ 2.50	\$ 9,312.50	
	3725 Sf	\$ 13.50	\$ 50,287.50	
			\$ 203,643.50	\$ 203,643.50
	1	\$ 36,300.00	\$ 36,300.00	
	1		\$ 4,632.50	
	1		\$ 12,000.00	
	4	\$ 2,000.00	\$ 8,000.00	
	600 Sf	\$ 17.00	\$ 10,200.00	
			\$ 71,132.50	\$ 71,132.50

Site Amenities

Bench with Back 6'

Picnic Tables 8'

Freight

Install

Total Site Amenities**Sub Total Project****Project Manager/General Conditions****Project Sub Total****TIPS Discount (Total Project)****TIPS Discount (Playground Equipment)****Heartland/Play and Park Discount**

	6	\$ 607.00	\$ 3,642.00		
	3	\$ 1,321.00	\$ 3,963.00		
	1		\$ 1,200.00		
	1		\$ 2,000.00		
			\$ 10,805.00	\$ 10,805.00	
				\$ 373,481.00	
			\$ 12,500.00	\$ 12,500.00	
				\$ 385,981.00	
				\$ (9,480.00)	
				\$ (3,145.00)	
				\$ (15,000.00)	
				\$ 358,356.00	

Notes to Bid/Quote

***Concrete work is listed as a not to exceed price, in the event concrete material is procured at a discount through donations or city contract the discount will be reflected during invoicing.**

Project will require a Dig Test be performed prior to any digging

Not included, moving or relocating any utilities

Bid does not include any fees or permits if required.

Bid proposed off of plan set titled City of New Fairview 2021 TPWD Project NO. 54-000238 dated 1/19/2022 by

Stephens Engineering

Any work not specifically called out in this proposal is not included



HARMONY

NEW FAIRVIEW PARK
LONGVIEW, TEXAS

815-148855

HEARTLAND
Park & Recreation, LLC 

play&park
structures
A PLAYCORE Company

544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM



HARMONY

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CONSTRUCTION PLANS FOR

CITY OF NEW FAIRVIEW

2021 TPWD PROJECT NO. 54-000238

PARK IMPROVEMENTS

WISE COUNTY, TEXAS

APPROVED BY:

CITY OF NEW FAIRVIEW

BEN NIBARGER, CITY ADMINISTRATOR

COUNCIL

NOLAN SCHOONMAKER, MAYOR

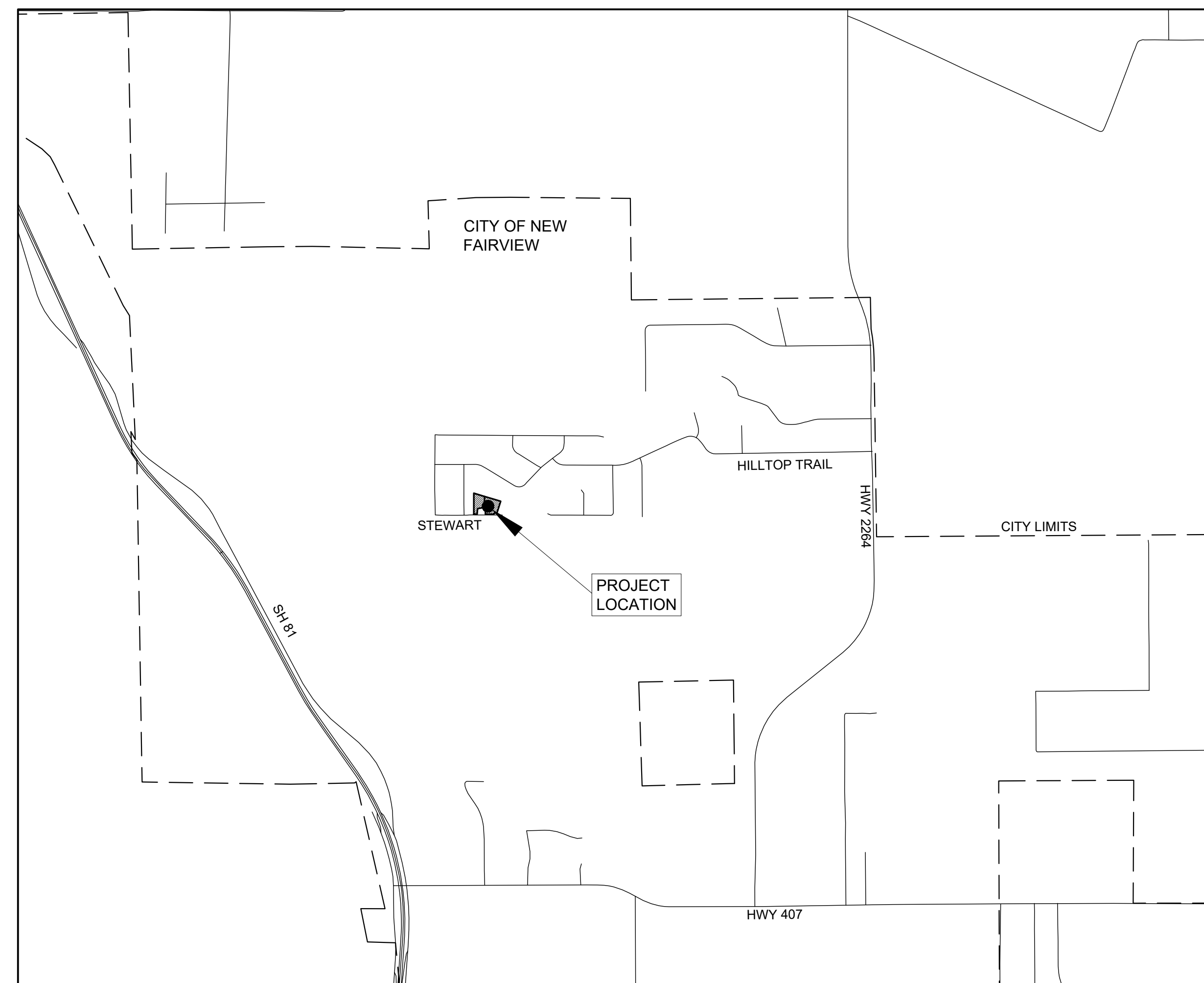
JOHN R TAYLOR, MAYOR PRO-TEM

JULIE BURGER

SCOTT JOHNSON

STEVE MISNER

CINDY POE



VICINTY MAP
N.T.S.

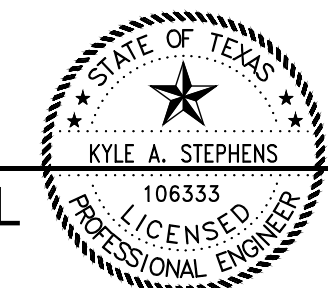
SUBMITTED BY:



STEPHENS ENGINEERING
P.O. BOX 6618 LONGVIEW, TX 75608
(903) 215-8990 STEPHENSENG.NET

K.S.

KYLE STEPHENS, P.E., PRINCIPAL

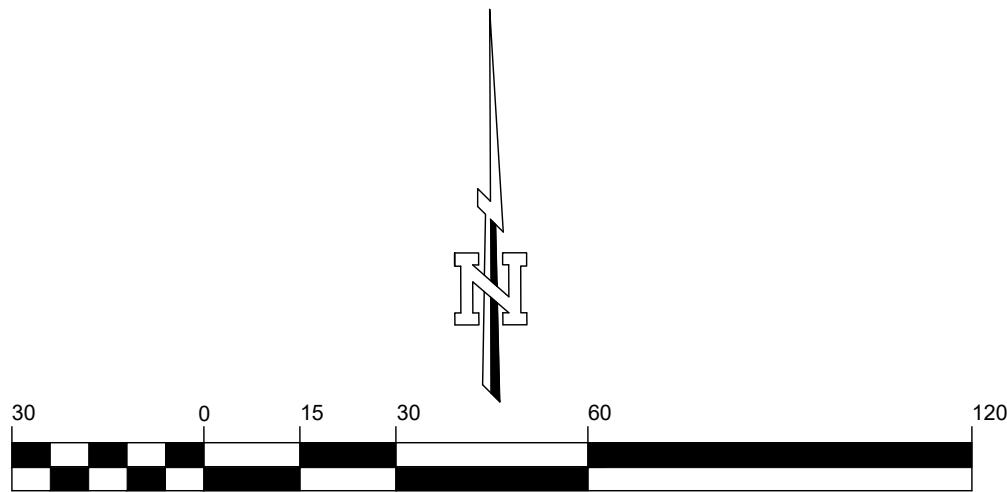
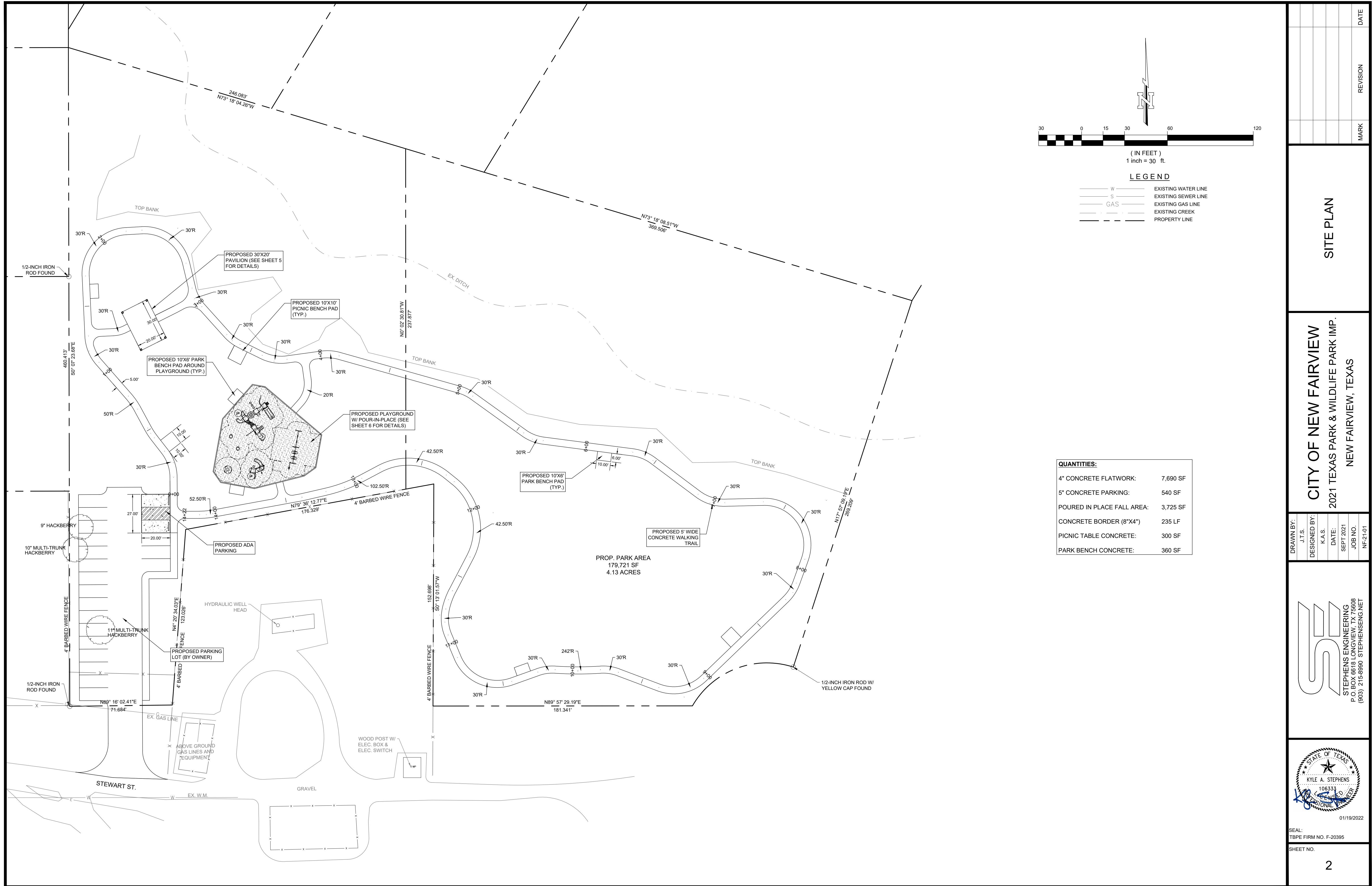


1/19/2022

DATE

INDEX TO SHEETS

SHEET NO.	SHEET NAME
1	COVER
2	SITE PLAN
3	GRADING PLAN
4	STORM WATER POLLUTION PREVENTION PLAN
5	PAVILION LAYOUT & DETAILS
6	PLAYGROUND LAYOUT & DETAILS
7	DETAILS
8	DETAILS
9	TEMPORARY AND PERMANENT SIGN DETAILS



LEGEND

— W —	EXISTING WATER LINE
— S —	EXISTING SEWER LINE
— GAS —	EXISTING GAS LINE
—	EXISTING CREEK
- - - - -	PROPERTY LINE

QUANTITIES:

4" CONCRETE FLATWORK:	7,690 SF
5" CONCRETE PARKING:	540 SF
POURED IN PLACE FALL AREA:	3,725 SF
CONCRETE BORDER (8"X4"):	235 LF
PICNIC TABLE CONCRETE:	300 SF
PARK BENCH CONCRETE:	360 SF

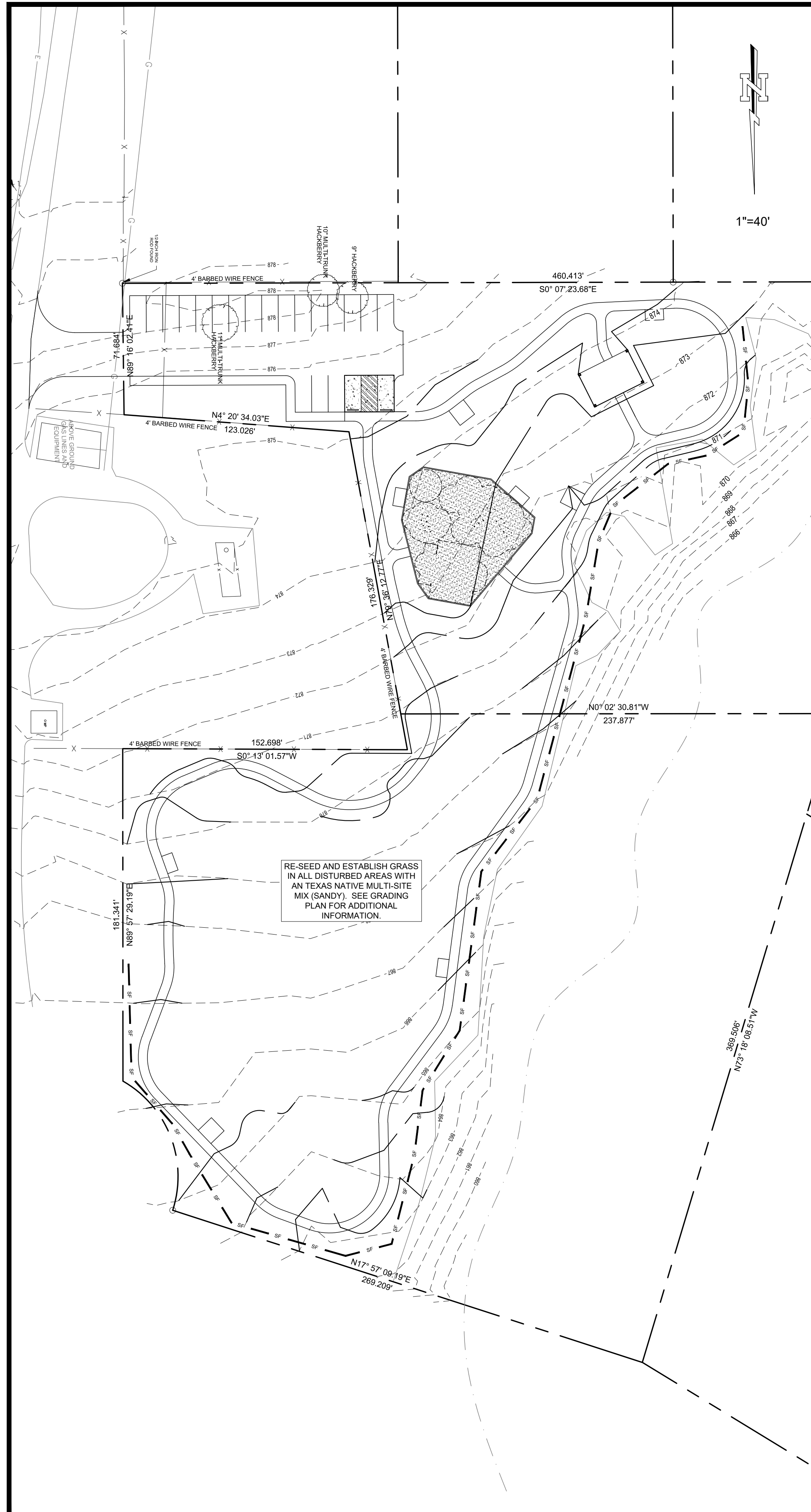
MARK	REVISION	DATE

SITE PLAN

**CITY OF NEW FAIRVIEW
2021 TEXAS PARK & WILDLIFE PARK IMP.
NEW FAIRVIEW, TEXAS**

DRAWN BY:	J.T.S.
DESIGNED BY:	K.A.S.
DATE:	SEPT 2021
JOB NO.:	NF-21-01

STEPHENS ENGINEERING
P.O. BOX 6618 LONGVIEW, TX 75608
(903) 215-8990 | STEPHENSENG.NET



STORM WATER POLLUTION PREVENTION PLAN

I. SITE DESCRIPTION

PROJECT NAME & LOCATION:
 TPWD PARK IMPROVEMENTS
 NEW FAIRVIEW, TEXAS

OWNER NAME & ADDRESS:
 CITY OF NEW FAIRVIEW
 999 ILLINOIS LANE
 NEW FAIRVIEW, TEXAS 76078

PROJECT DESCRIPTION:
 PARK IMPROVEMENTS

- SEQUENCE OF MAJOR ACTIVITIES:**
1. INSTALL SILT FENCING AS SHOWN PRIOR TO COMMENCING ANY SOIL DISTURBING ACTIVITIES.
 2. CLEAR AND GRUB THE SITE.
 3. STRIP TOPSOIL IN AREA AND STORE IN LOCATION APPROVED BY PROJECT OWNER AND ENGINEER.
 4. EXCAVATE SITE TO PROPOSED SUBGRADE. PROVIDE ADDITIONAL TEMPORARY SILT FENCING AND DRAINAGE DIVERSIONS AS NECESSARY.
 5. DIRT WORK FOR PROPOSED GRADES.
 6. PAVEMENT AND VERTICAL CONSTRUCTION.
 7. FINISH GRADING AND TOPSOIL.
 8. LANDSCAPING.

MAJOR SOIL DISTURBING ACTIVITIES:
 ABOVE ITEM NUMBERS: 3, 4, 5, 6, 8 & 9

PRE-DEVELOPMENT RUNOFF COEFFICIENT:
 .45

FINAL RUNOFF COEFFICIENT AFTER CONSTRUCTION:
 .45

TOTAL AREA PROJECT:
 2.46 ACRES

TOTAL AREA TO BE DISTURBED:
 2.46 ACRES

DESCRIPTION OF EXISTING SOIL:
 THE SOIL SURVEY FOR WISE COUNTY INDICATES THAT THE SITE IS COMPRISED OF A CLAY LOAM.

DESCRIPTION OF STABILIZATION OF EXISTING DRAINAGEWAYS:
 NOT APPLICABLE

DESCRIPTION OF EXISTING QUALITY OF STORM WATER DISCHARGE:
 NOT APPLICABLE

WATER DISCHARGE:
 UNNAMED TRIBUTARY OF BRUSHY CREEK

ESTIMATED PROJECT START DATE:
 MARCH 2022

ESTIMATED PROJECT END DATE:
 JULY 2022

II. EROSION AND SEDIMENT CONTROL

A. STABILIZATION PRACTICES:

1. DISTURBED AREAS WHERE CONSTRUCTION HAS PERMANENTLY OR TEMPORARILY CEASED MUST BE STABILIZED WITHIN 14 DAYS OF THE LAST DISTURBANCE. AREAS WHICH WILL BE REDISTURBED WITHIN 21 DAYS NEED NOT BE STABILIZED.
2. EROSION CONTROL MEASURES WILL BE ACTIVELY MAINTAINED UNTIL FINAL STABILIZATION OF THE DISTURBED AREA. IF EROSION CONTROL MEASURES ARE REMOVED FOR CONSTRUCTION OR ACCESS PURPOSES, CONTRACTOR SHALL REPLACE ALL ITEMS AT THE END OF EACH WORK DAY.
3. ALL AREAS DISTURBED BY CONSTRUCTION OPERATIONS SHALL RECEIVE 4" OF TOP SOIL AND SEEDING IN ACCORDANCE WITH TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS ITEM 104 AND WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.

TEMPORARY	PERMANENT	SEED OR SOD
_____	X	SEED OR SOD
_____	_____	VEGETATION OTHER THAN SEED OR SOD
_____	_____	EROSION CONTROL MATS
_____	_____	PRESERVATION OF NATURAL VEGETATION
_____	_____	OTHER (DESCRIBE):

B. SOLID WASTE MANAGEMENT

SOLID WASTE MANAGEMENT IS BASED ON PROPER STORAGE AND DISPOSAL PRACTICES BY CONSTRUCTION WORKERS AND SUPERVISORS.

1. MINIMIZE PRODUCTION OF SOLID WASTE.
2. DESIGNATE A FOREMAN OR SUPERVISOR TO OVERSEE AND ENFORCE PROPER SOLID WASTE PROCEDURES.
3. INSTRUCT WORKERS IN PROPER SOLID WASTE PROCEDURES.
4. SEGREGATE POTENTIALLY HAZARDOUS WASTE FROM NON-HAZARDOUS CONSTRUCTION SITE DEBRIS.
5. KEEP SOLID WASTE MATERIAL UNDER COVER IN EITHER CLOSED DUMPSTERS OR OTHER ENCLOSED TRASH CONTAINER THAT LIMITS CONTACT WITH RAIN AND RUNOFF.
6. STORE WASTE MATERIAL AWAY FROM DRAINAGE DITCHES, SWALES, AND CATCH BASINS.
7. TAKE APPROPRIATE MEASURES TO CONTROL DUST GENERATED DURING CONSTRUCTION ACTIVITIES.
8. CONSTRUCT STABILIZED CONSTRUCTION ENTRANCES TO PROHIBIT THE TRACKING OF DIRT AND DEBRIS OFF-SITE.
9. A PORTABLE TOILET SHALL BE PLACED AND MAINTAINED ON THE PROJECT SITE AT ALL TIMES DURING CONSTRUCTION ACTIVITIES.
10. EQUIPMENT MAINTENANCE, REPAIR, AND WASHDOWNS SHALL NOT BE PERFORMED ON SITE.

DISPOSAL PROCEDURES

1. GENERAL CONSTRUCTION DEBRIS MAY BE HAULED TO A TCEQ PERMITTED LAND FILL.
2. RUNOFF WHICH COMES INTO CONTACT WITH UNPROTECTED WASTE SHALL BE DIRECTED INTO STRUCTURAL TREATMENT SUCH AS SILT FENCE TO REMOVE DEBRIS.

HAZARDOUS WASTE MANAGEMENT

IT IS NOT THE INTENT OF THIS MANAGEMENT PROGRAM TO SUPERSEDE OR REPLACE NORMAL SITE ASSESSMENT AND REMEDIATION PROCEDURES. SIGNIFICANT SPILLS AND/OR CONTAMINATION WARRANT IMMEDIATE RESPONSE BY TRAINED PROFESSIONALS. THE GENERAL PERMIT REQUIRED REPORTING OF SIGNIFICANT SPILLS TO THE NATIONAL RESPONSE CENTER (NRC) AT 800-424-8802 OR CALL THE TCEQ STORMWATER HOTLINE AT 800-832-8224.

STORAGE PROCEDURES

1. MINIMIZE PRODUCTION OF HAZARDOUS MATERIAL.
2. SEGREGATE POTENTIALLY HAZARDOUS WASTE FROM NON-HAZARDOUS WASTE CONSTRUCTION SITE DEBRIS.
3. DESIGNATE A FOREMAN OR SUPERVISOR TO OVERSEE HAZARDOUS MATERIAL HANDLING PROCEDURES.
4. KEEP LIQUID OR SEMI-LIQUID HAZARDOUS WASTE IN APPROPRIATE CONTAINERS AND UNDER COVER.
5. STORE WASTE MATERIAL AWAY FROM DRAINAGE DITCHES, SWALES, AND CATCH BASIN.
6. CLEARLY MARK ON ALL HAZARDOUS WASTE CONTAINERS WHICH MATERIALS ARE ACCEPTABLE FOR THE CONTAINERS.

DISPOSED PROCEDURES

1. REGULARLY SCHEDULE HAZARDOUS WASTE REMOVAL TO MINIMIZE ON-SITE STORAGE.
2. USE ONLY REPUTABLE, LICENSED HAZARDOUS MATERIAL HAULERS.
3. FRESH CONCRETE WASTE AND CONCRETE EQUIPMENT WASHDOWNS SHALL NOT OCCUR ON-SITE.

TEMPORARY	PERMANENT	OTHER (DESCRIBE):
X	_____	SILT FENCE
_____	_____	HAY BALES
_____	_____	ROCK BERM
_____	_____	DIVERSION, INTERCEPTOR, OR PERIMETER DIKES
_____	_____	DIVERSION, INTERCEPTOR, OR PERIMETER SWALES
_____	_____	SLOPE DRAIN
_____	_____	PIPE SLOPE DRAIN
_____	_____	TRIANGULAR SEDIMENT FILTER TRAP
_____	_____	INLET PROTECTION
_____	_____	STONE OUTLET SEDIMENT FILTER DIKE
_____	_____	STONE OUTLET SEDIMENT TRAP
_____	_____	SEDIMENT BASIN
_____	_____	CHECK DAM
_____	_____	TEMPORARY SEDIMENT TANK
_____	_____	STABILIZED CONSTRUCTION ENTRANCE
_____	_____	SAND/BALE BERM
_____	_____	OTHER (DESCRIBE):

OTHER ADDITIONAL STORM WATER MANAGEMENT FEATURES

PERMANENT	OTHER (DESCRIBE):
_____	CURB & GUTTER
_____	STORM SEWER INLETS
_____	STORM SEWER
_____	CULVERTS
_____	STORM WATER DETENTION POND OFF THIS PROJECT SITE
_____	VELOCITY DISSIPATION DEVICES
_____	OTHER (DESCRIBE):

OTHER BEST MANAGEMENT PRACTICES (DESCRIBE):

TEMPORARY EROSION AND SEDIMENT CONTROLS

MAINTENANCE/INSPECTION PROCEDURES

1. THE CONTRACTORS SHALL PROVIDE AND MAINTAIN A RAIN GAUGE UTILIZING MIN. 0.1 INCH INCREMENTS AT THE PROJECT SITE.
2. CONTROL MEASURE WILL BE INSPECTED AT LEAST ONCE A WEEK OR WITHIN 24 HOURS OF ANY STORM EVENT OF 0.5 INCH OR GREATER. IF A REPAIR IS NECESSARY IT WILL BE DONE AT THE EARLIEST PRACTICABLE DATE.
3. INSPECTION WILL BE PERFORMED BY THE OWNERS REPRESENTATIVE AT LEAST ONCE A WEEK AS WELL AS AFTER EVERY 0.5 INCH OF RAIN OR GREATER. AN INSPECTION AND MAINTENANCE REPORT WILL BE MADE FOR EACH INSPECTION AND KEPT AT THE PROJECT SITE.
4. THE CONTRACTOR SHALL KEEP RECORDS OF THE CONSTRUCTION ACTIVITY ON THE SITE.

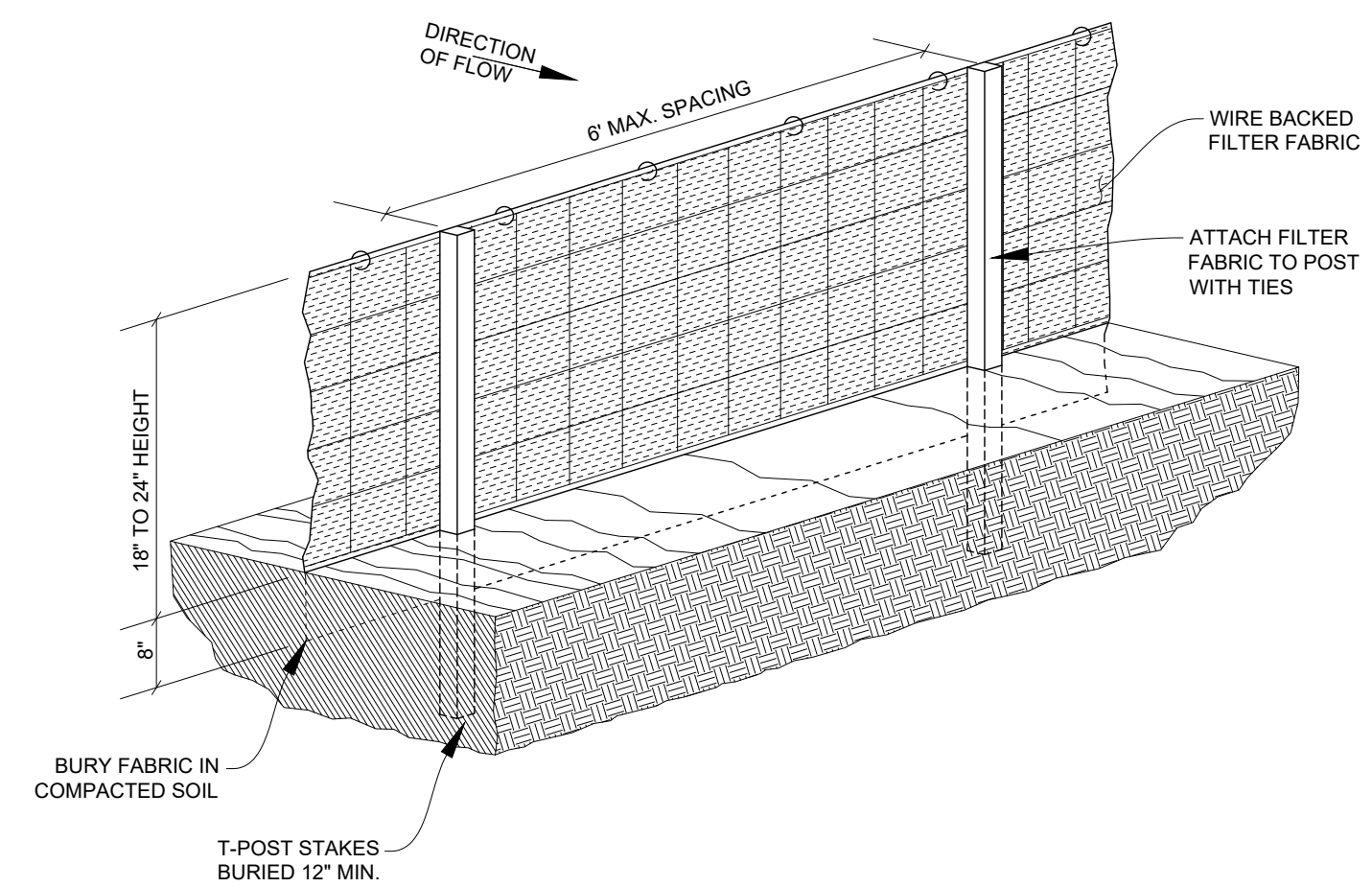
ALLOWABLE NON-STORM WATER DISCHARGES

1. DISCHARGES FROM FIRE FIGHTING ACTIVITIES
2. FIRE HYDRANT FLUSHING.
3. WATER USED TO WASH VEHICLES OR CONTROL DUST.
4. POTABLE WATER SOURCES. UNCONTAMINATED GROUND WATER.
5. FOUNDATION OR FOOTING DRAINS WHERE FLOWS ARE NOT CONTAMINATED WITH PROCESS MATERIALS SUCH AS SOLVENTS, SPRINGS, RIPARIAN HABITATS, WETLANDS AND UNCONTAMINATED GROUNDWATER.
6. IRRIGATION WATER.
7. PAVEMENT WASH WATERS WHERE SPILLS OR LEAKS OF TOXIC OR HAZARDOUS MATERIALS HAVE NOT OCCURRED (UNLESS ALL SPILL MATERIAL HAS BEEN REMOVED) AND WHERE DETERGENTS ARE NOT USED.
8. HEAVILY CHLORINATED WATER (3.5 MG/L OR GREATER) FREE CHLORINE RESULTING FROM WATERLINE STERILIZATION SHALL BE DIRECTED UNDER PERMIT TO THE SANITARY SEWER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL APPLY TO THE ENGINEERING DEPT. FOR A SANITARY SEWER DISCHARGE PERMIT AFTER THE MANDATORY CHLORINE RETENTION TIME (USUALLY 24 HOURS). THE HEAVILY CHLORINATED WATER MAY BE DISCHARGED TO THE SANITARY SEWER, BEGINNING TWO WORKING DAYS AFTER PERMIT APPLICATION.

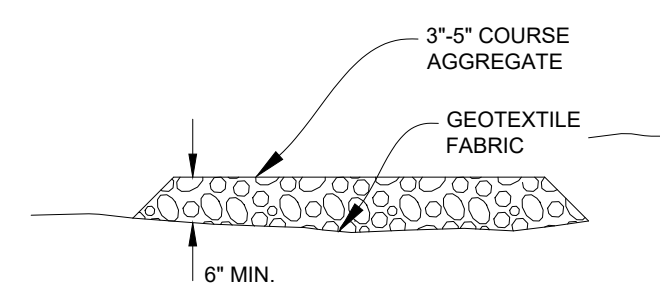
SEQ. & TIMING OF INDICATED PRACTICES AND/OR FEATURES

1. SILT FENCE SHALL BE INSTALLED ON THE SITE PRIOR TO COMMENCING EARTHWORK OPERATIONS.
2. EROSION CONTROL MEASURES INDICATED IN THE ABOVE ITEMS 1 SHALL BE MAINTAINED THROUGHOUT ALL CONSTRUCTION PHASES AND UNTIL THE PROJECT HAS BEEN ADEQUATELY STABILIZED.

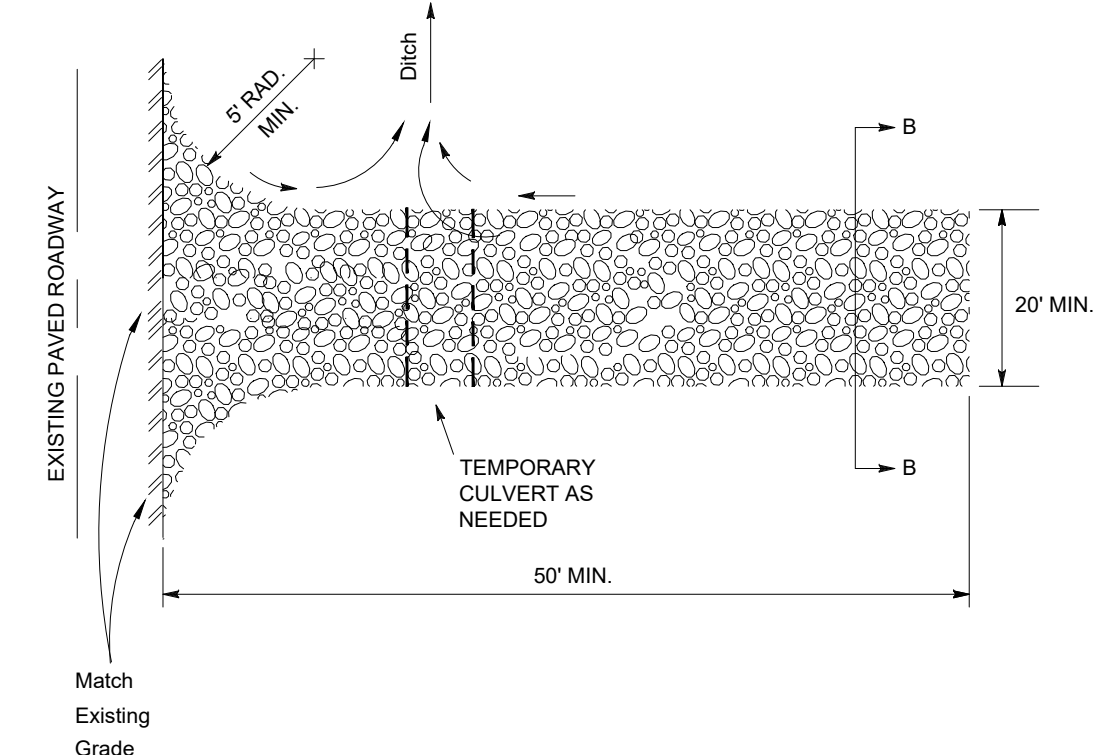
NOTE:
 CONSTRUCTION SITE NOTICE MUST BE POSTED AT THE SITE AT ALL TIMES DURING CONSTRUCTION.



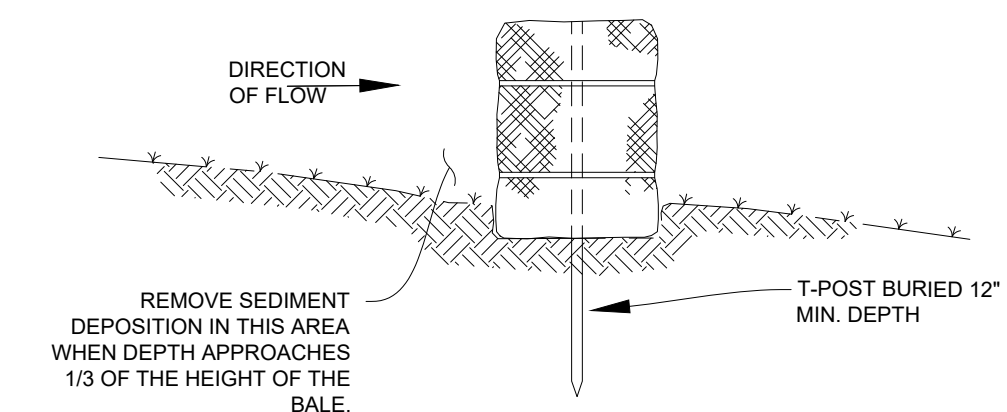
SILT FENCE DETAILS
 N.T.S.



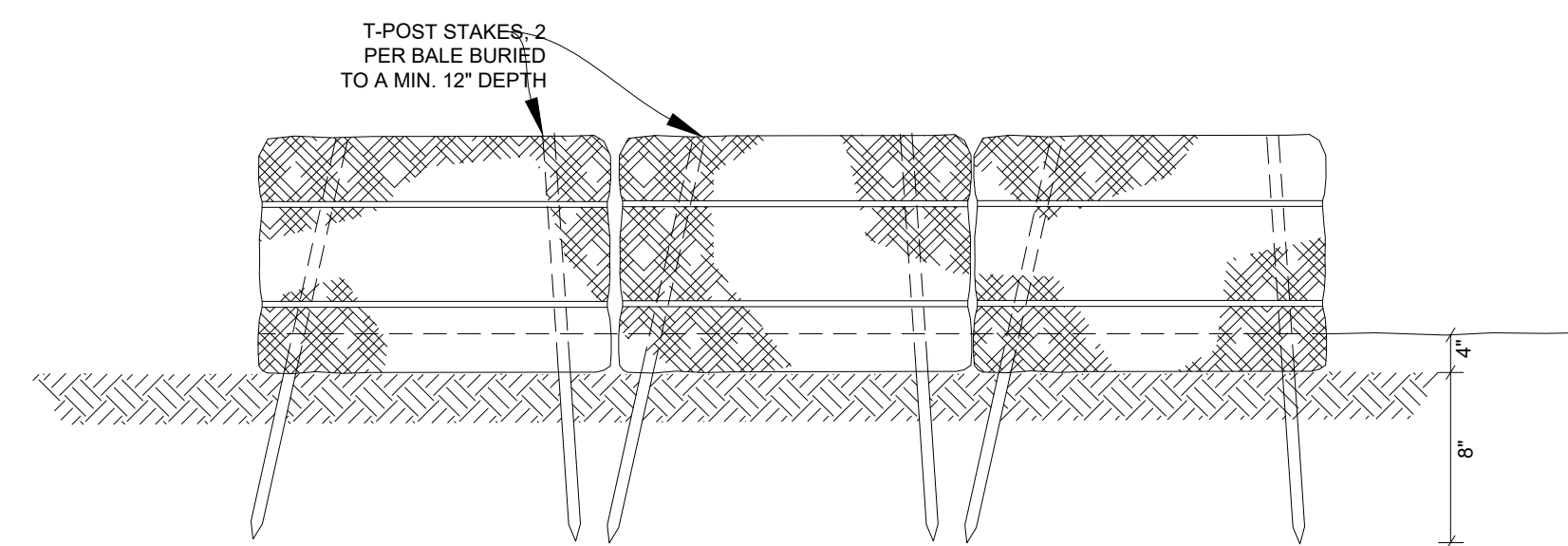
SECTION B-B



STABILIZED CONSTRUCTION ENTRANCE (SCE)
 N.T.S.



SECTION VIEW



HAY BALE DIKE DETAILS
 N.T.S.

DATE	REVISION	MARK

STORM WATER POLLUTION PREVENTION PLAN

CITY OF NEW FAIRVIEW
 2021 TEXAS PARK & WILDLIFE PARK IMP.
 NEW FAIRVIEW, TEXAS

DRAWN BY: J.T.S.	DESIGNED BY: K.A.S.	DATE: SEPT 2021	JOB NO.: NF-21-01
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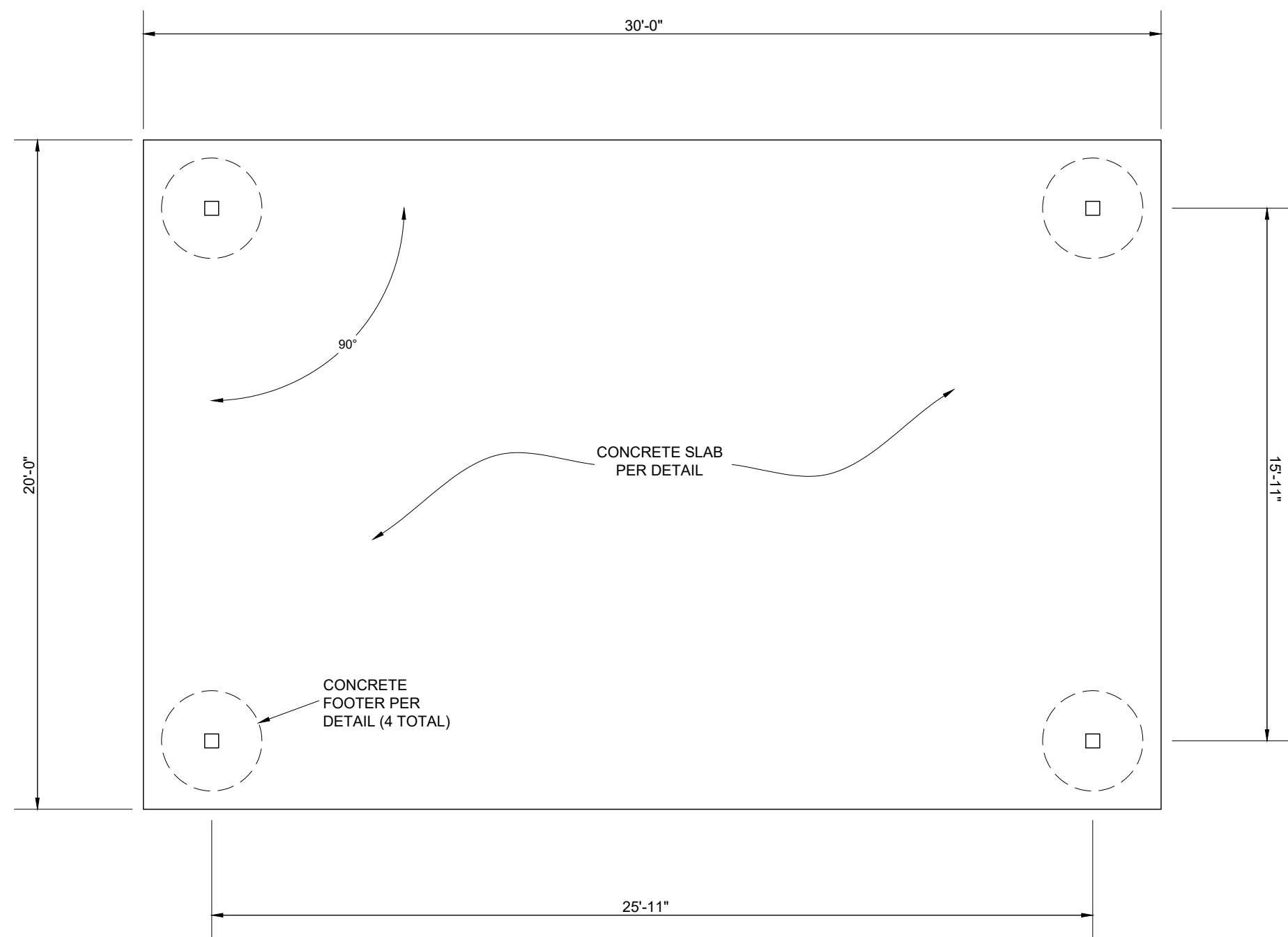
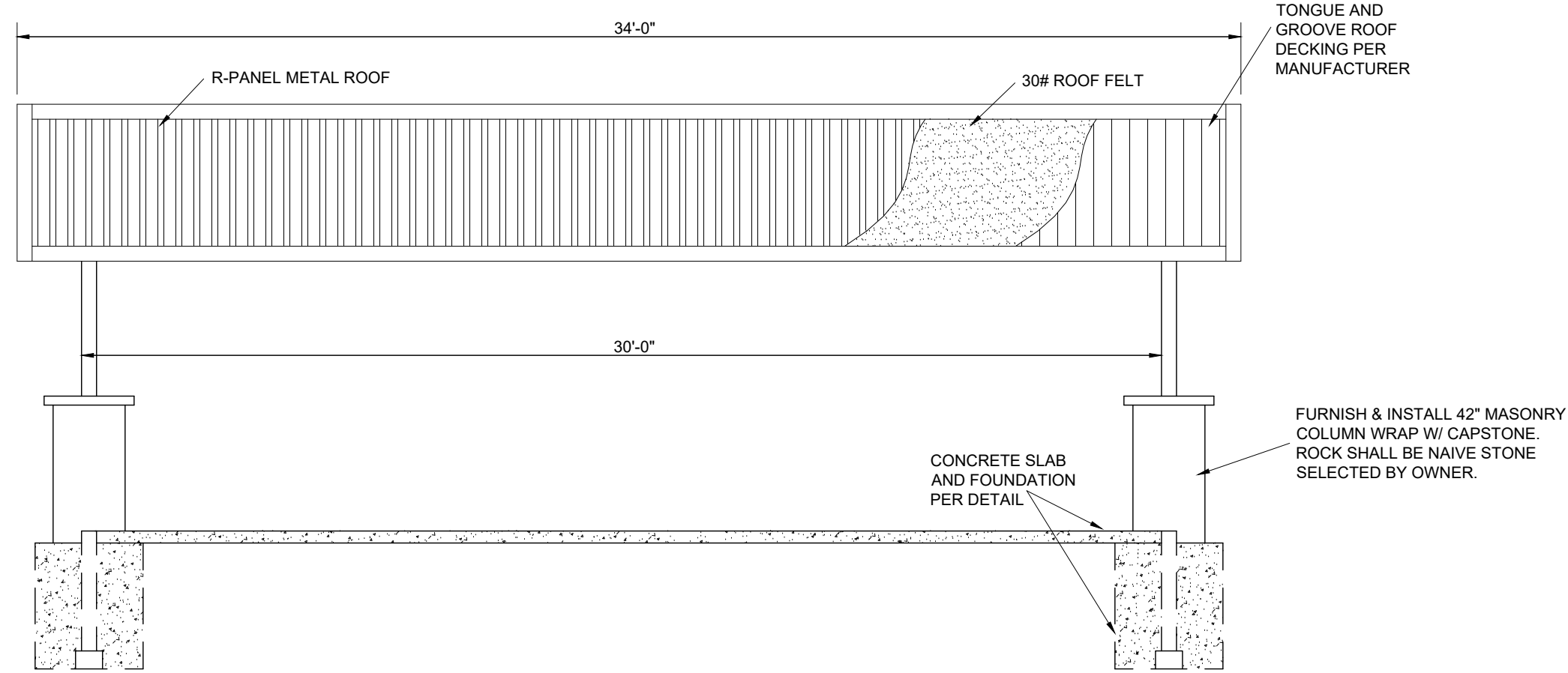
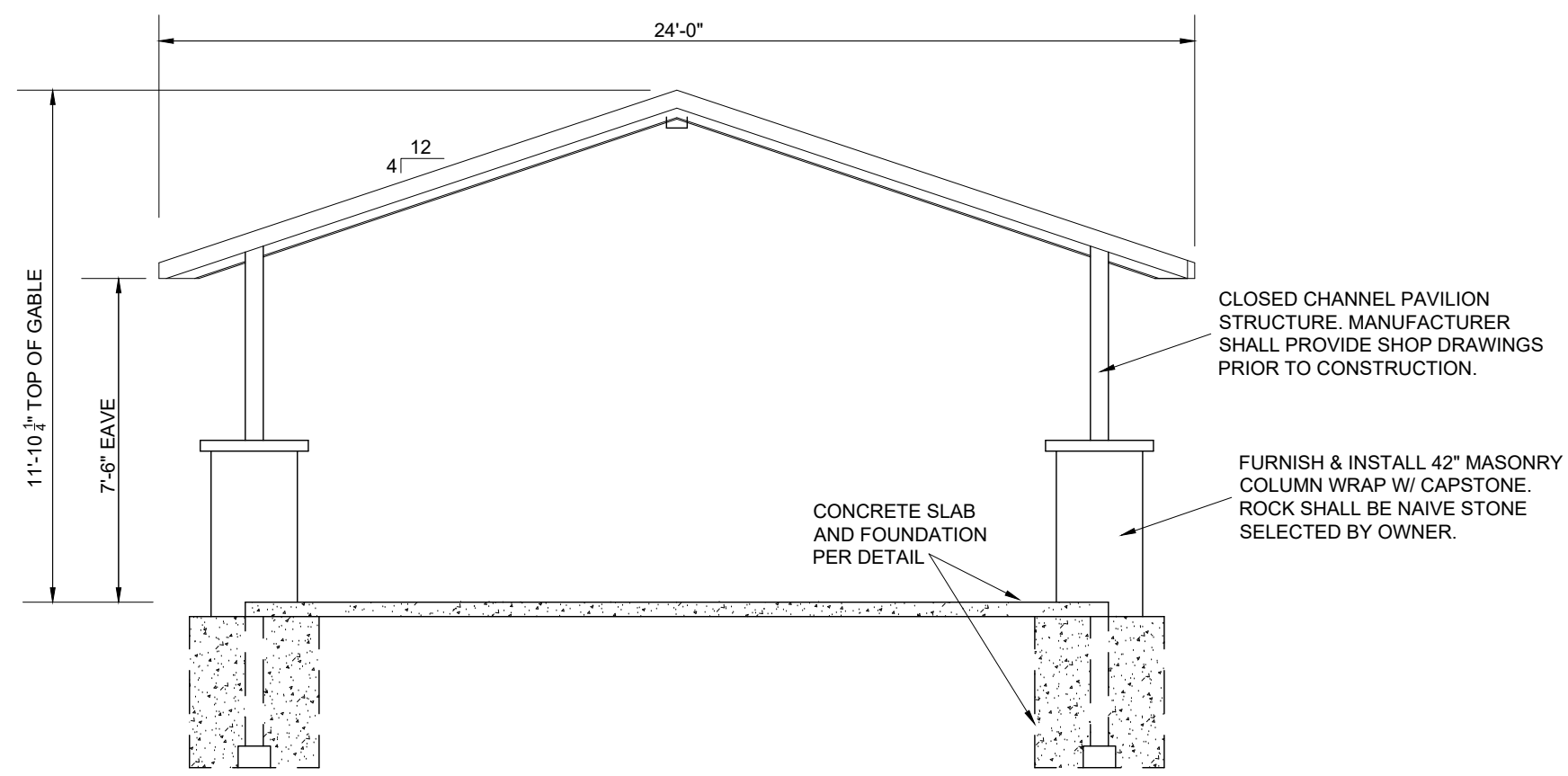
STEPHENS ENGINEERING
 P.O. BOX 6618 LONGVIEW, TX 75608
 (903) 215-8990 STEPHENSENG.NET



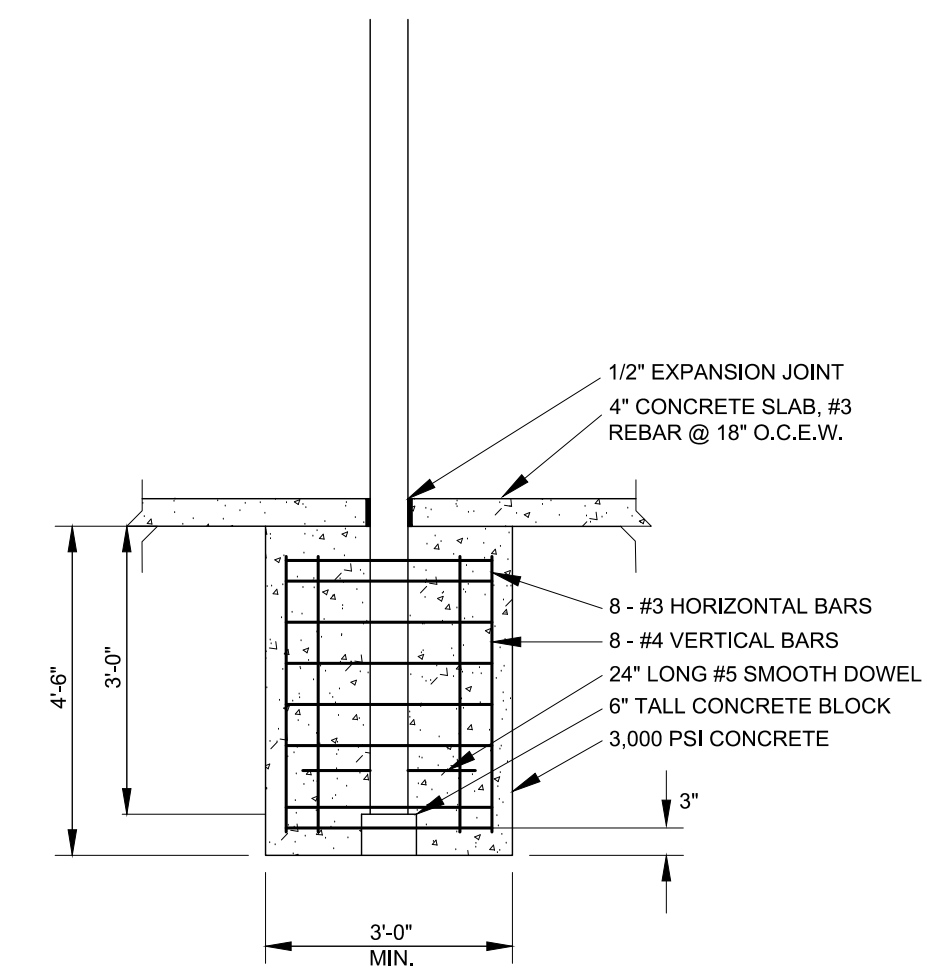
01/19/2022

SEAL: TBPE FIRM NO. F-20395

SHEET NO.



PAVILION ELEVATIONS AND FOUNDATION LAYOUT
SCALE: 1/4"=1'-0"



PAVILION PIER DETAIL (ILLUSTRATIVE SECTION)
SCALE: N.T.S.

- NOTES:
- FOUNDATION DESIGN BY MANUFACTURER.
 - 3,000 PSI CLASS A CONCRETE.
 - CUT THE PROPOSED PAVILION TO SUBGRADE ELEVATION. SCARIFY, MOISTURE CONDITION AND RECOMPACT SUBGRADE TO 95% DENSITY (D698) AT ±3% OF OPTIMUM MOISTURE.

MARK	REVISION	DATE

PAVILION LAYOUT & DETAILS

CITY OF NEW FAIRVIEW
2021 TEXAS PARK & WILDLIFE PARK IMP.
NEW FAIRVIEW, TEXAS

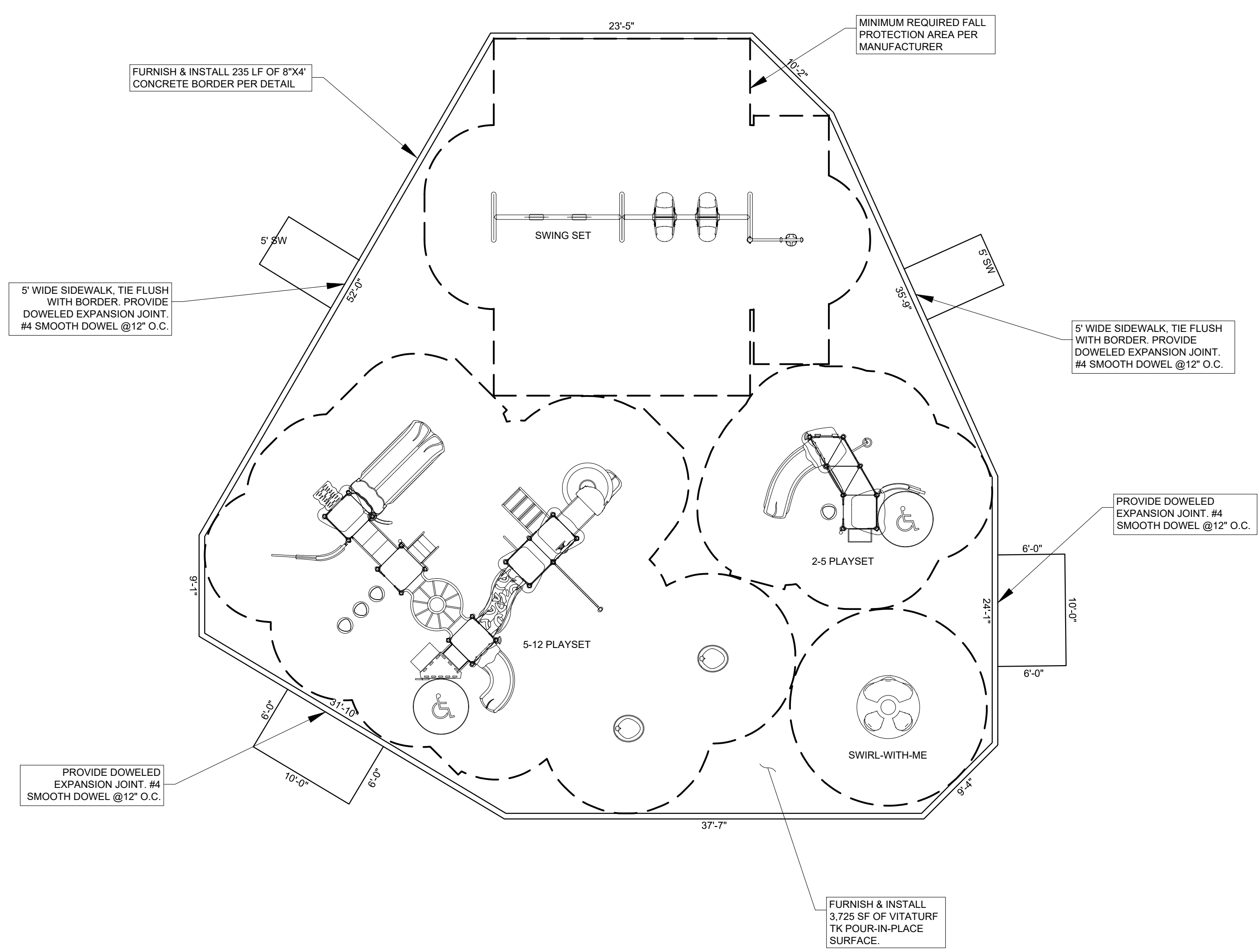
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DESIGNED BY:	K.A.S.
DATE:	SEPT 2021
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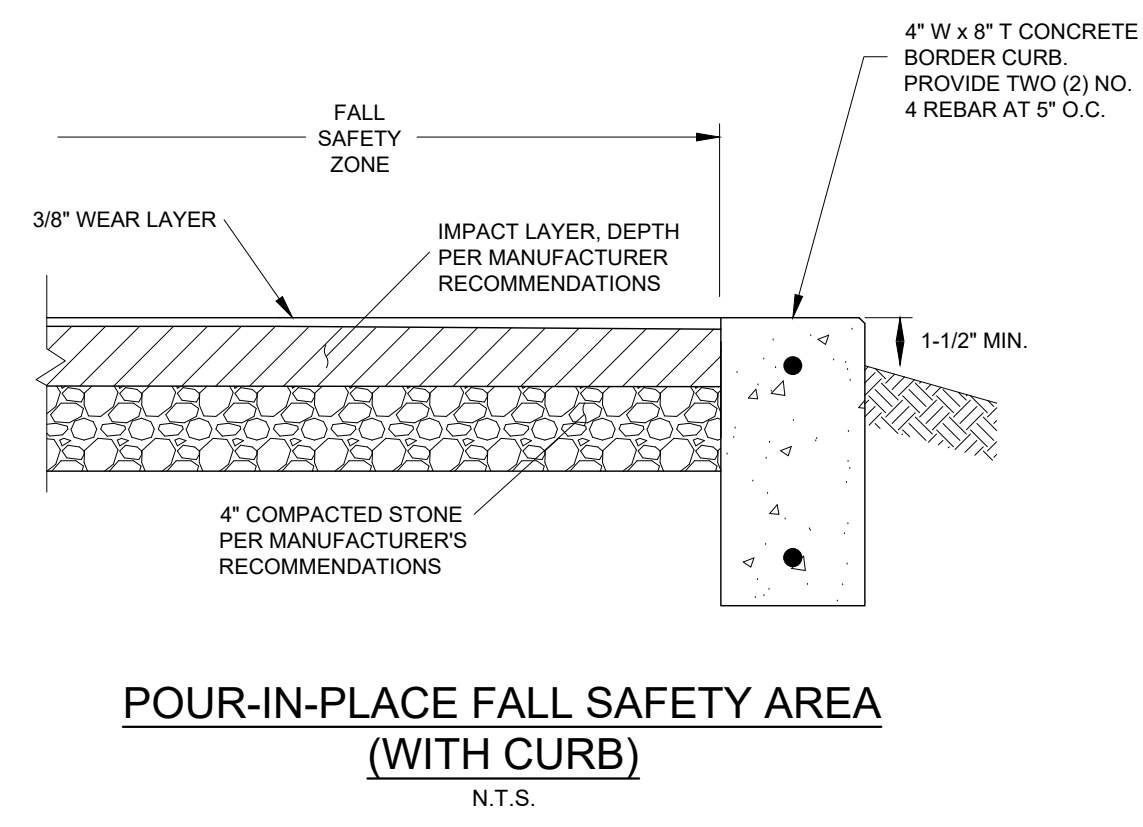
SHEET NO.
5



NOTES:
 PLAYGROUND BY PARK & PLAY STRUCTURES AS DISTRIBUTED BY HEARTLAND PARK & RECREATION, LLC. (903) 297-6624. QUOTE NUMBER 815-137967.
 INSTALL THE PLAYGROUND STRUCTURE, SWING, AND APPURTENANCES PER THE MANUFACTURER'S RECOMMENDATIONS.

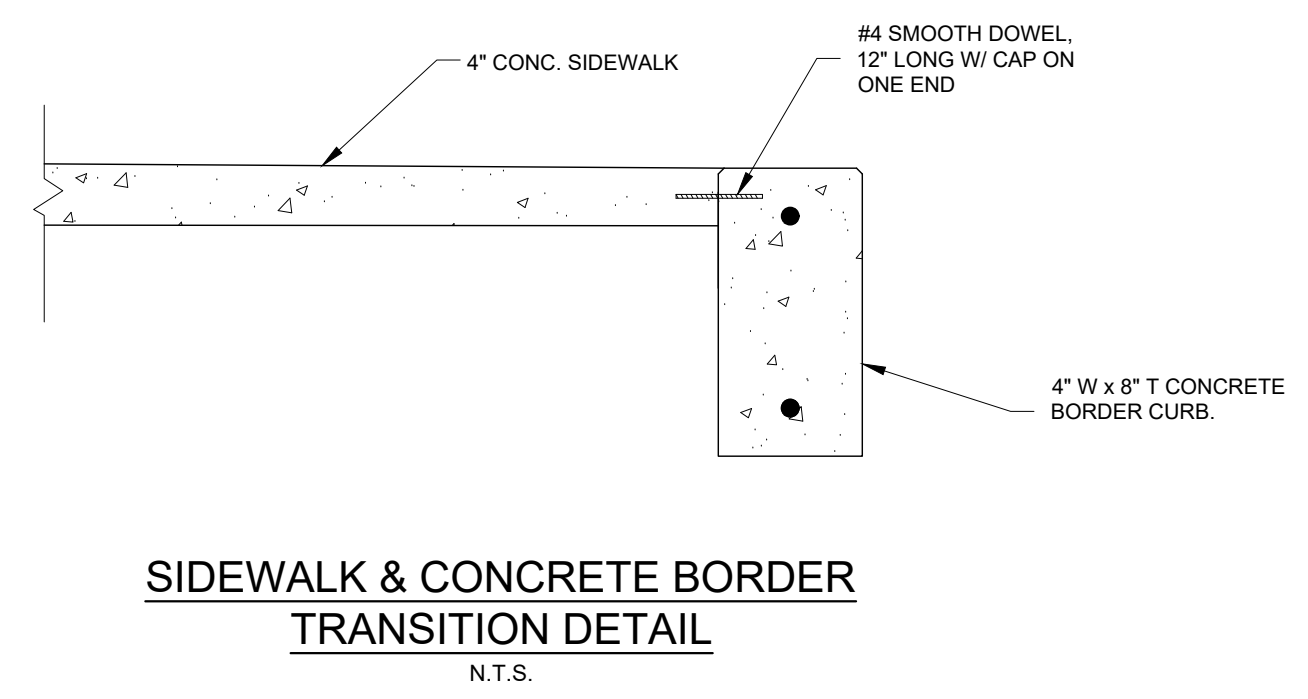
PLAYGROUND LAYOUT
 1/8" = 1'-0"

1. THE RECOMMENDED AGES FOR PLAYGROUND IS AGES 2-5 & 5-12 PER PLAY & PARK STRUCTURES.



- NOTES:
- TRANSITION ZONE SHALL HAVE A 1:20 MAX SLOPE TO MEET ADA.
 - THE PLAYING SURFACE SHALL NOT EXCEED SLOPES OF 1:50 IN ANY DIRECTION.
 - STONE BASE SHALL MEET THE FOLLOWING REQUIREMENTS:
 - 4" MIN. THICKNESS
 - COMPACT TO 90% DENSITY (D698) AT A MOISTURE CONTENT OF ±3% OF OPTIMUM MOISTURE.
 - PROVIDE POSITIVE DRAINAGE AROUND ENTIRE PLAYGROUND AREA. PONDING WATER IS UNACCEPTABLE.
 - STONE GRADATION:

SIEVE	GRADATION
#1	100
#4	90 - 100
#10	35 - 60
#30	10 - 30
#200	2 - 9



MARK	REVISION	DATE

PLAYGROUND LAYOUT AND DETAILS

CITY OF NEW FAIRVIEW
 2021 TEXAS PARK & WILDLIFE PARK IMP.
 NEW FAIRVIEW, TEXAS

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DESIGNED BY:	K.A.S.
DATE:	SEPT 2021
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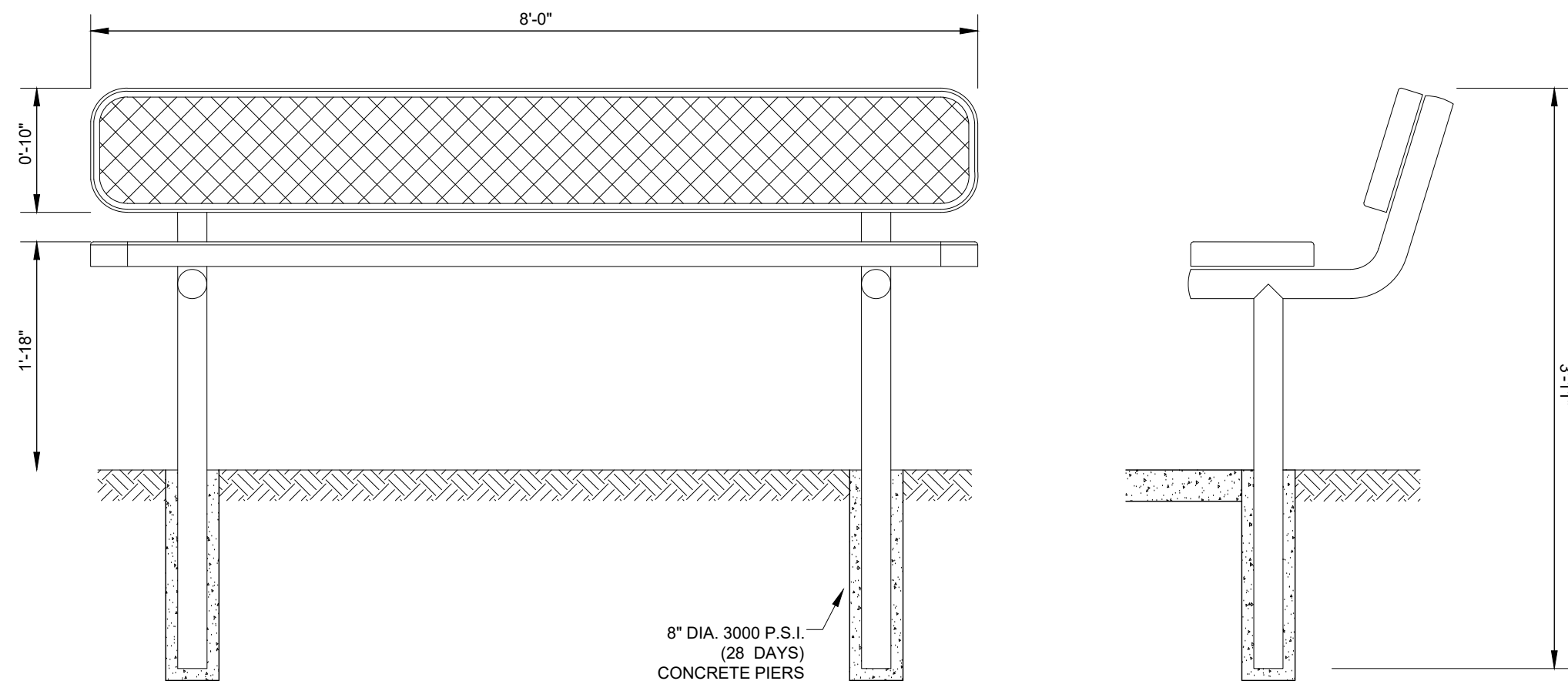
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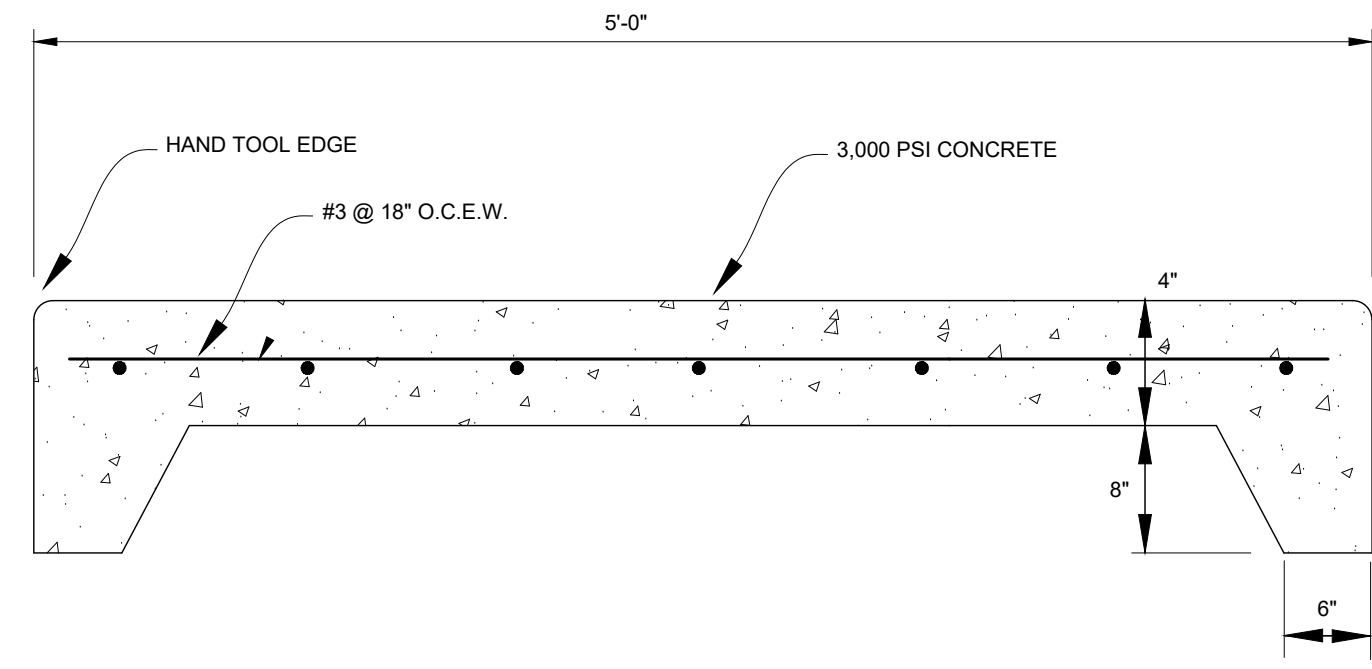
SEAL:
 TBPE FIRM NO. F-20395

SHEET NO.



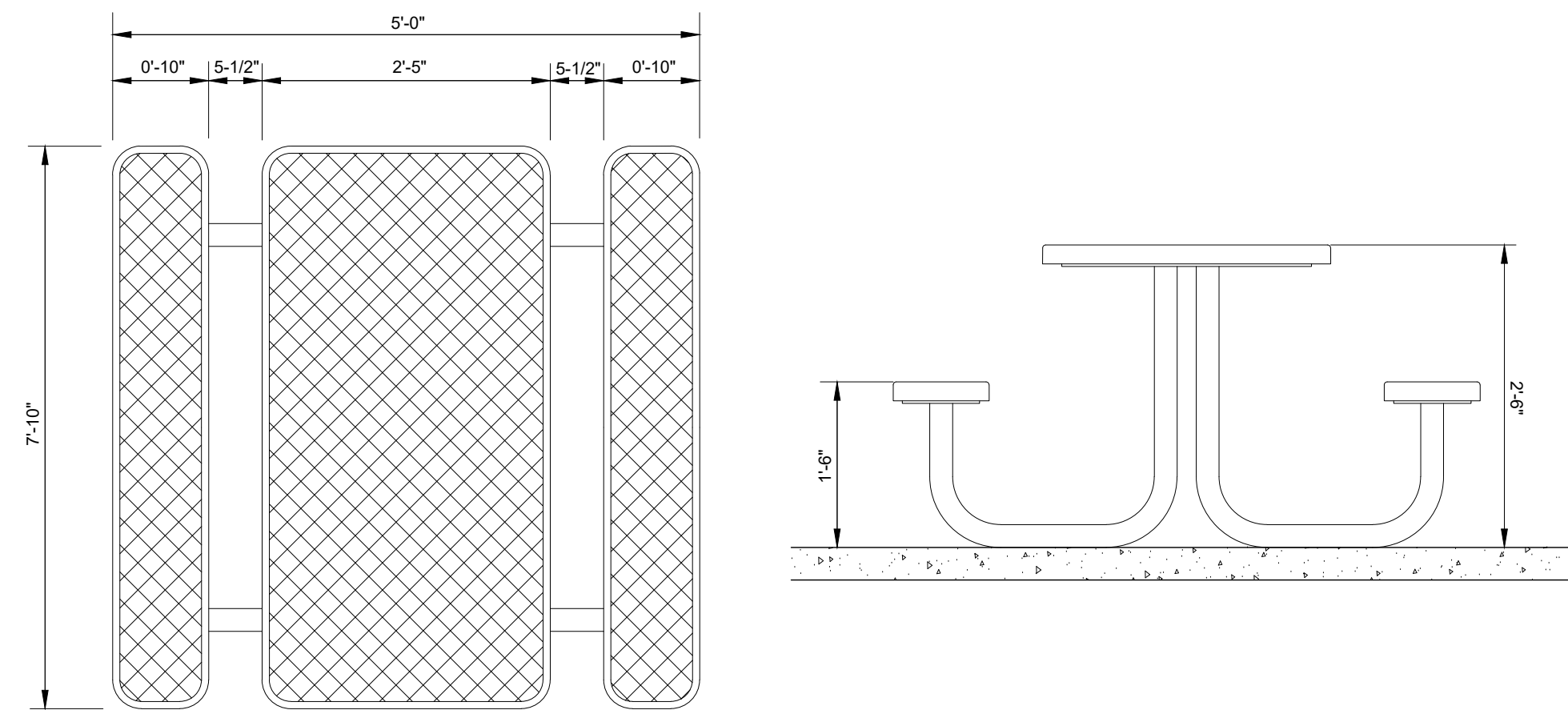
8' PARK BENCH DETAIL
N.T.S.

NOTES:
BENCH SHALL BE MYTACOAT OR APPROVED EQUAL. 8 FOOT RECTANGULAR IN GROUND BENCH WITH EXPANDED METAL AND ADVANTAGE COATING.



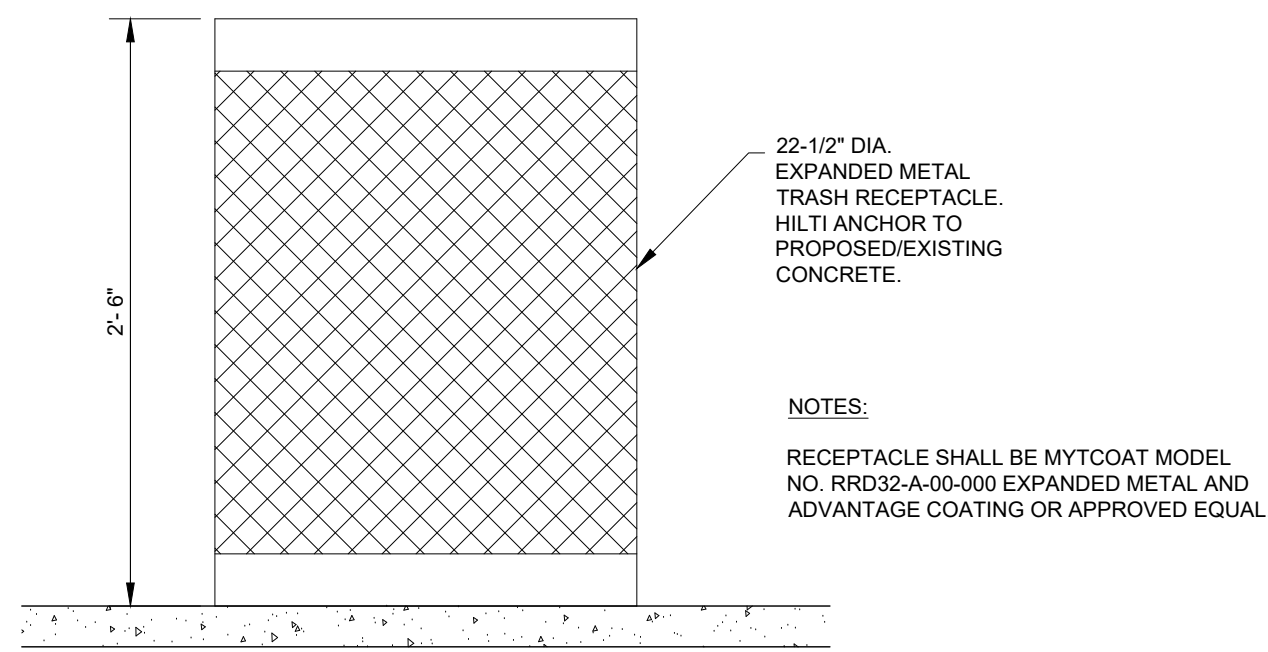
CONCRETE SIDEWALK DETAIL
N.T.S.

NOTES:
1. CONCRETE SIDEWALKS SHALL BE 3,000 PSI @ 28 DAY W/5% AIR ENTRAINMENT.
2. CONTROL JOINTS TO BE PROVIDED AT 5' O.C. WITH EXPANSION JOINTS AT 20' O.C.



8' PARK RECTANGLE PICNIC TABLE DETAIL
N.T.S.

NOTES:
PICNIC TABLE SHALL BE MYTACOAT OR APPROVED EQUAL. 8 FOOT RECTANGULAR PORTABLE TABLE WITH EXPANDED METAL AND ADVANTAGE COATING.



32 GALLON TRASH RECEPTACLE DETAIL
N.T.S.

NOTES:
RECEPTACLE SHALL BE MYTACOAT MODEL NO. RRD32-A-00-000 EXPANDED METAL AND ADVANTAGE COATING OR APPROVED EQUAL.

MARK	REVISION	DATE

MISCELLANEOUS DETAILS I

CITY OF NEW FAIRVIEW
2021 TEXAS PARK & WILDLIFE PARK IMP.
NEW FAIRVIEW, TEXAS

DRAWN BY: J.T.S.	DESIGNED BY: K.A.S.	DATE: SEPT 2021	JOB NO.: NF-21-01
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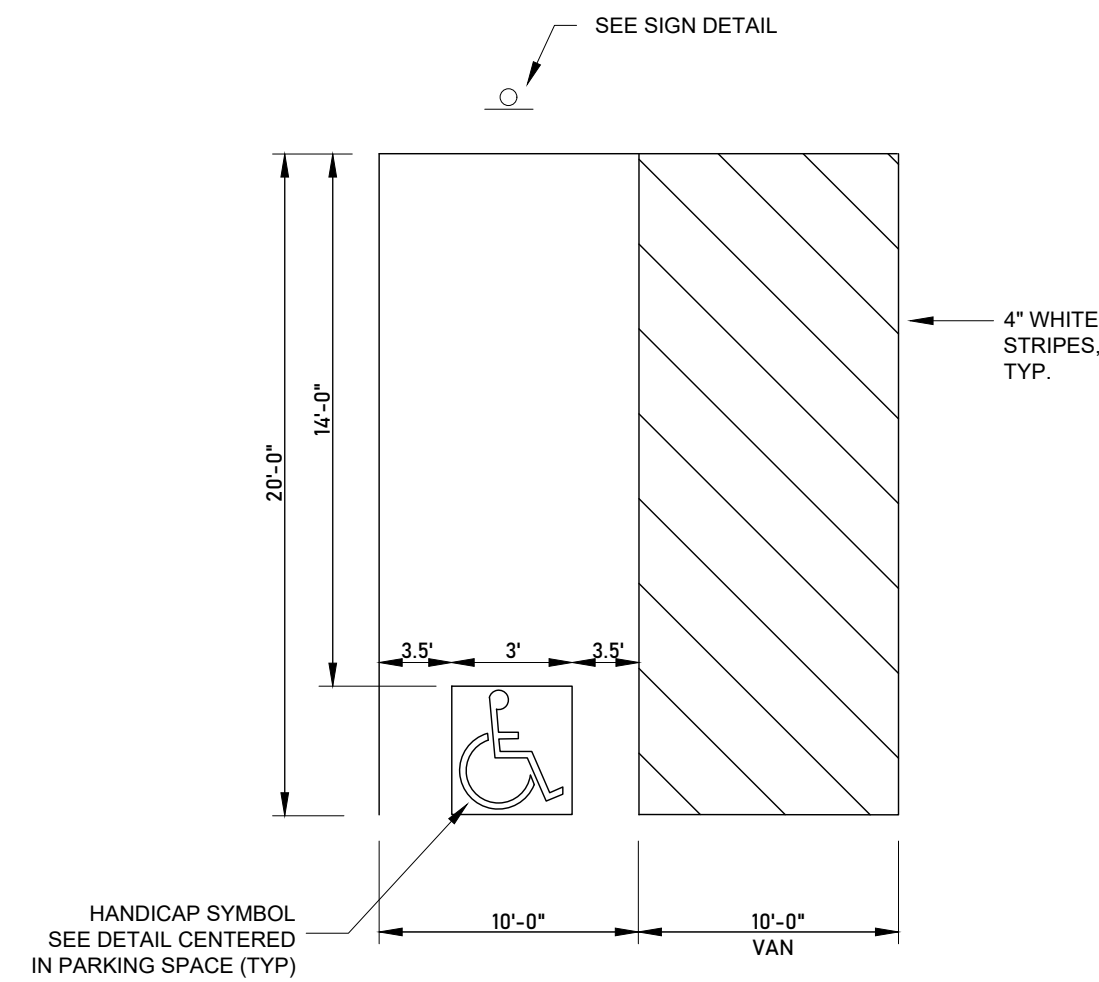
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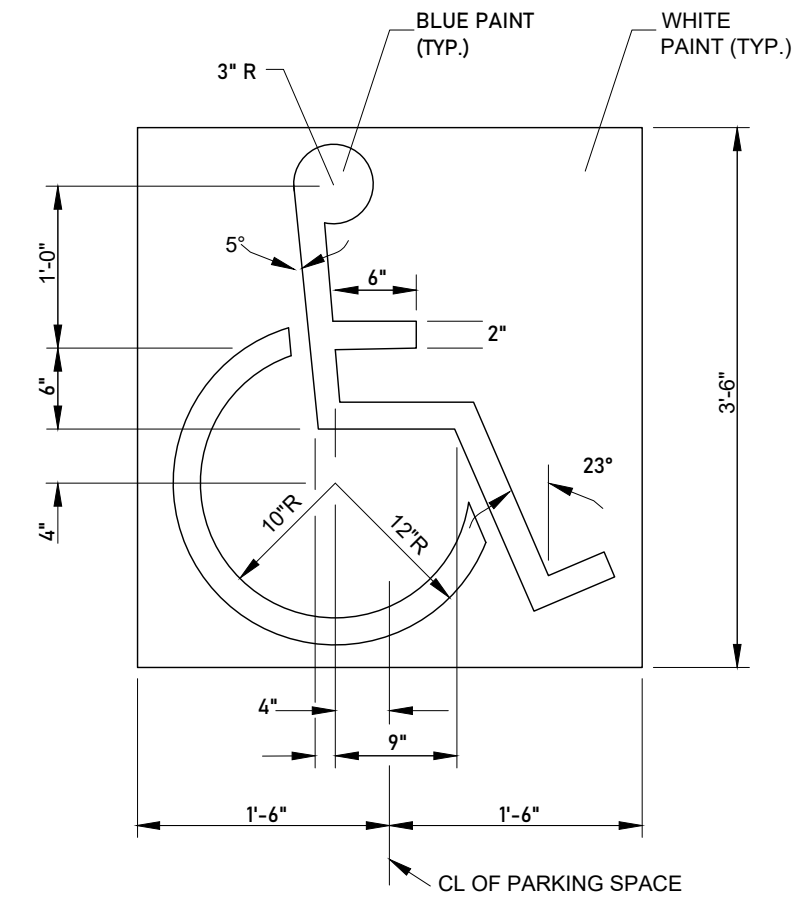
SEAL:
TBPE FIRM NO. F-20395

SHEET NO.

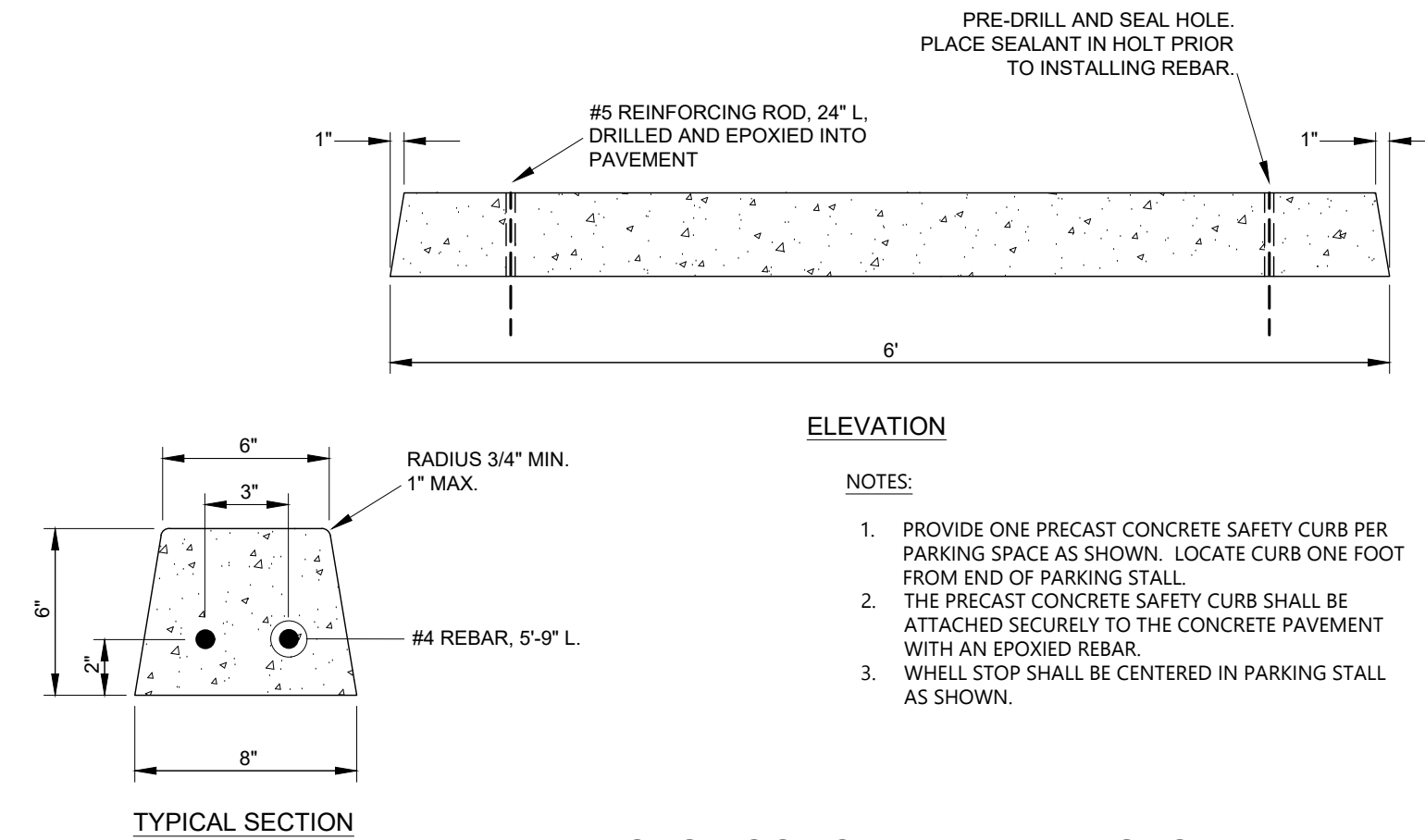


HANDICAP STRIPING DETAIL
N.T.S.

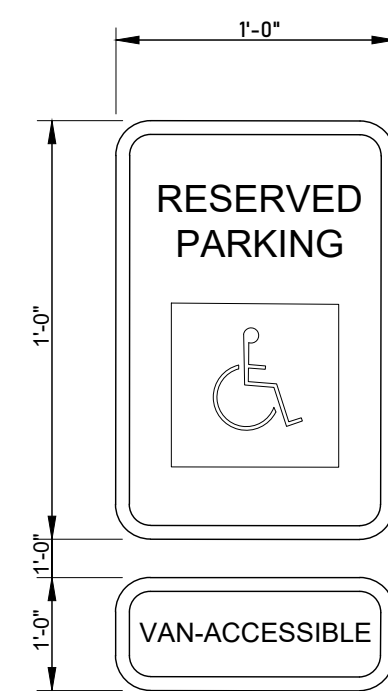
NOTE:
PAINT SHALL BE SHERWIN-WILLIAMS HOTLINE FAST DRY WATERBORNE TRAFFIC MARKING PAINT (TT-P-1952) OR APPROVED EQUAL.



HANDICAP SYMBOL DETAIL
N.T.S.



PRECAST CONCRETE WHEELSTOP
N.T.S.

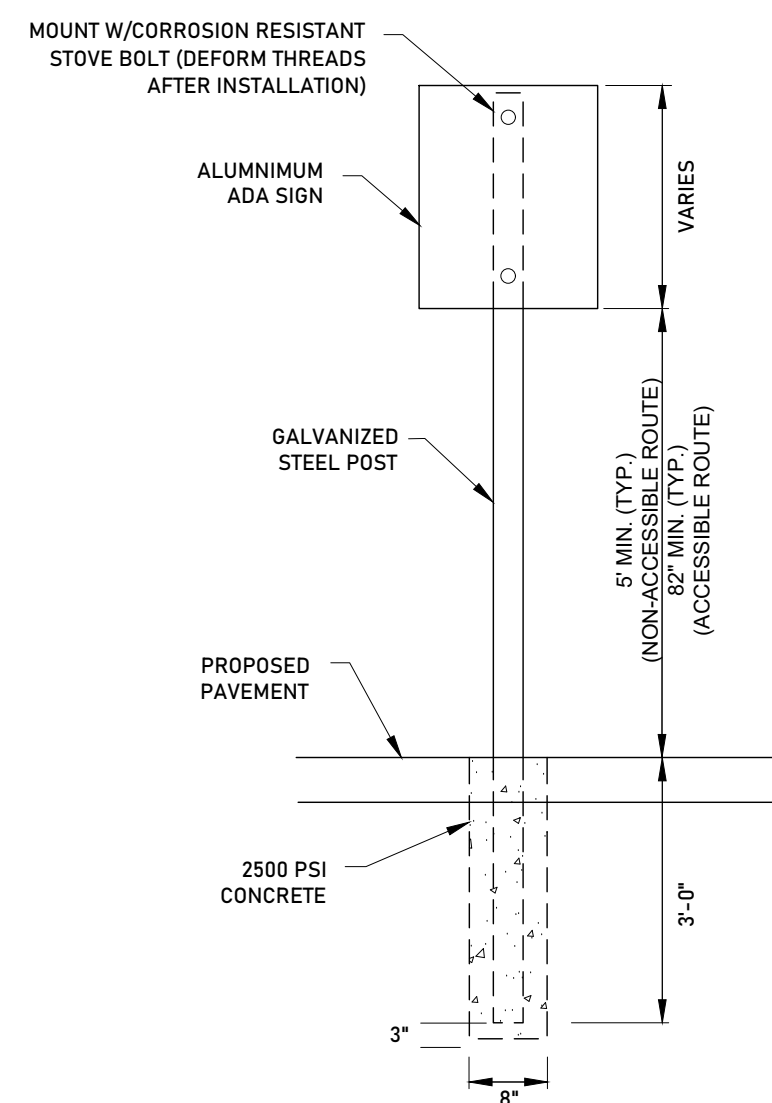


TYPICAL ADA SIGNAGE DETAIL
N.T.S.

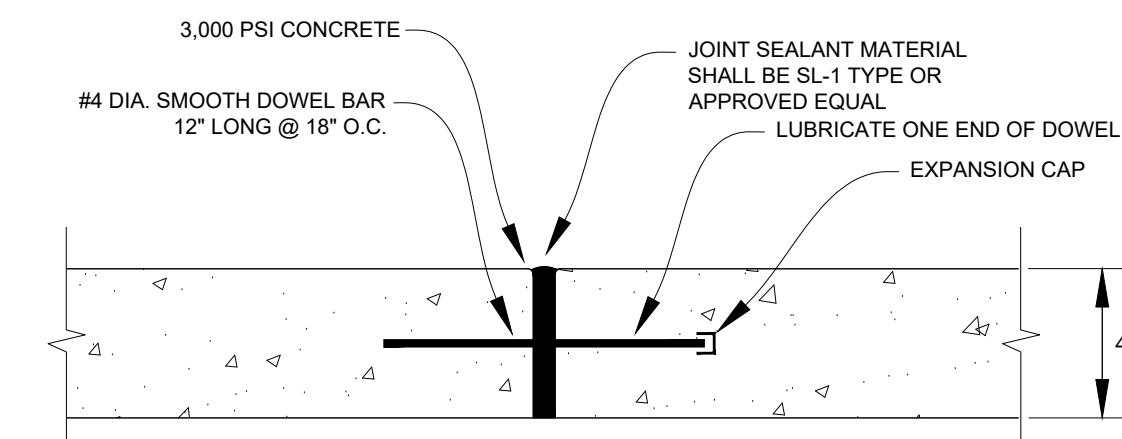
NOTES:

1. SPACING BETWEEN LETTERS, COLORS, AND PROCESSES SHALL CONFORM TO TMTUCD.
2. INSTALL AS SHOWN ON SITE PLAN.
3. VAN ACCESSIBLE SIGNAGE ON VAN SPACES ONLY.

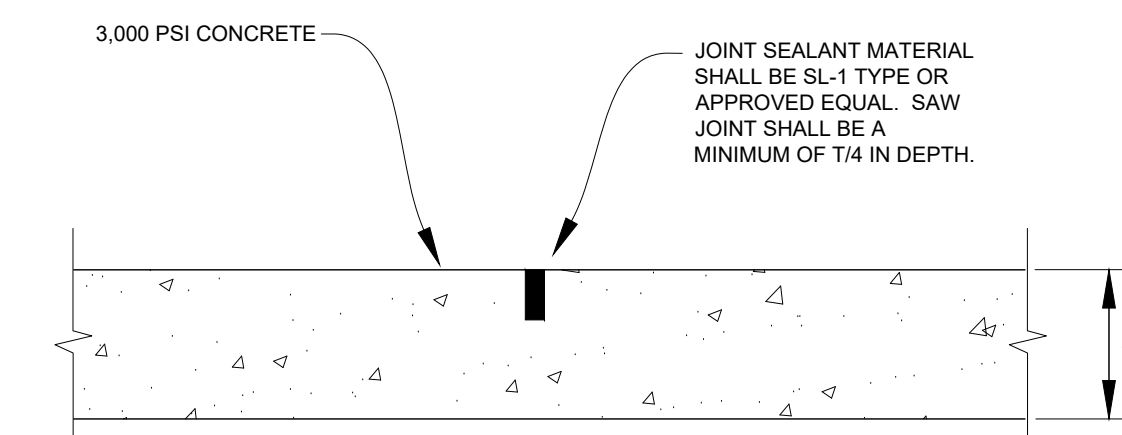
COLORS:
LETTERS AND BORDER - GREEN
SYMBOL ON BLUE BACKGROUND
SIGN BACKGROUND - WHITE



TYPICAL ADA SIGNAGE MOUNTING DETAIL
N.T.S.



SIDEWALK EXPANSION JOINT DETAIL
N.T.S.



SIDEWALK DUMMY JOINT DETAIL
N.T.S.

JOINTING NOTES:

1. DUMMY JOINTS SHALL BE SPACED EVERY FIVE (5) FEET UNLESS OTHERWISE SHOWN.
2. EXPANSION JOINTS SHALL BE PLACED EVERY TWENTY (20) FEET UNLESS OTHERWISE SHOWN.
3. SIDEWALKS SHALL BE REINFORCED WITH NO. 4s @ 18" O.C.E.W.

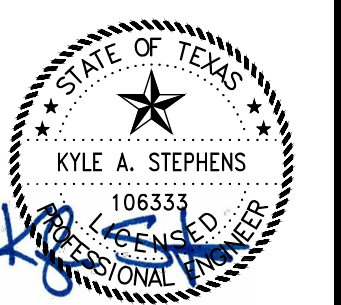
MARK	REVISION	DATE

**MISCELLANEOUS
DETAILS II**

CITY OF NEW FAIRVIEW
2021 TEXAS PARK & WILDLIFE PARK IMP.
NEW FAIRVIEW, TEXAS

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DESIGNED BY:	K.A.S.
DATE:	SEPT 2021
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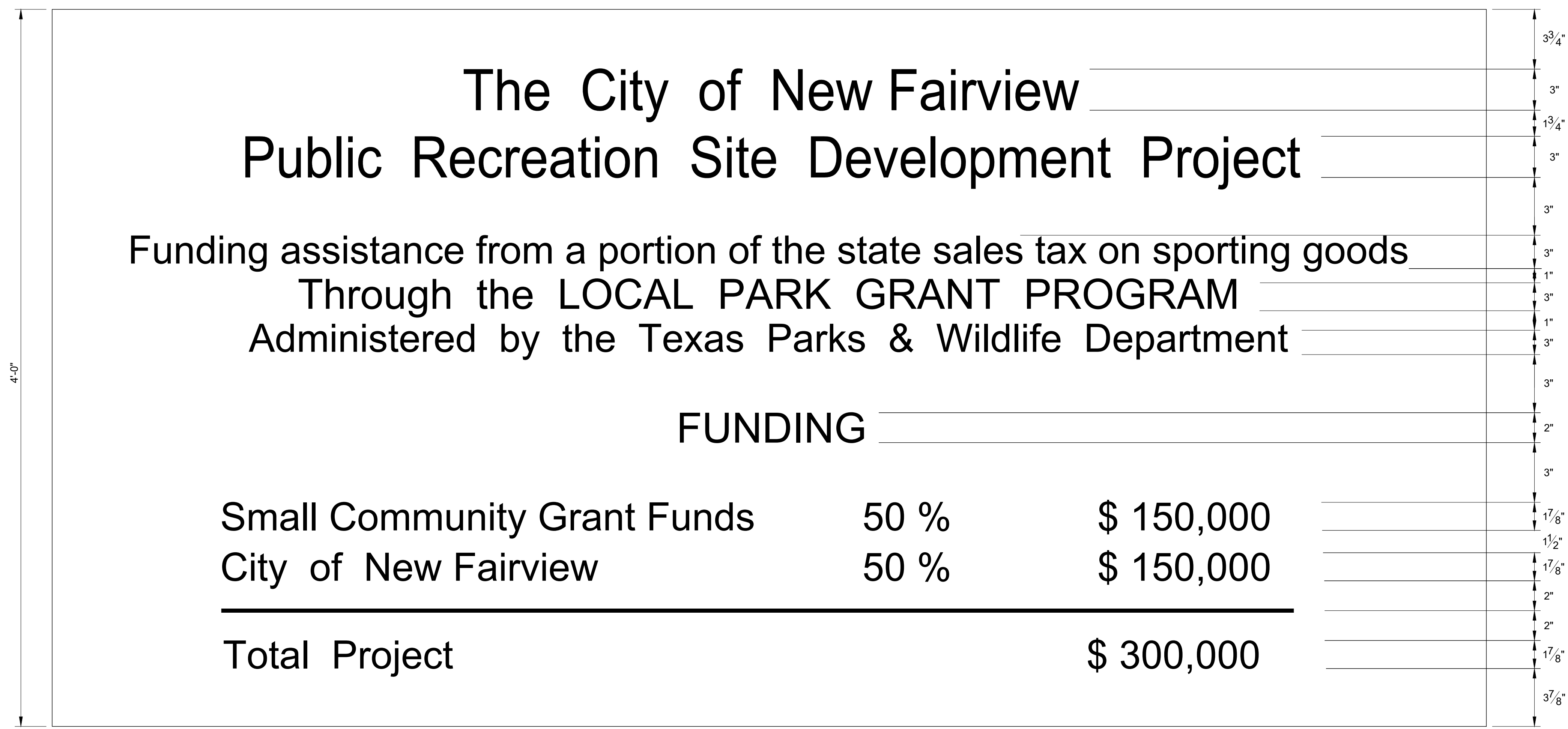
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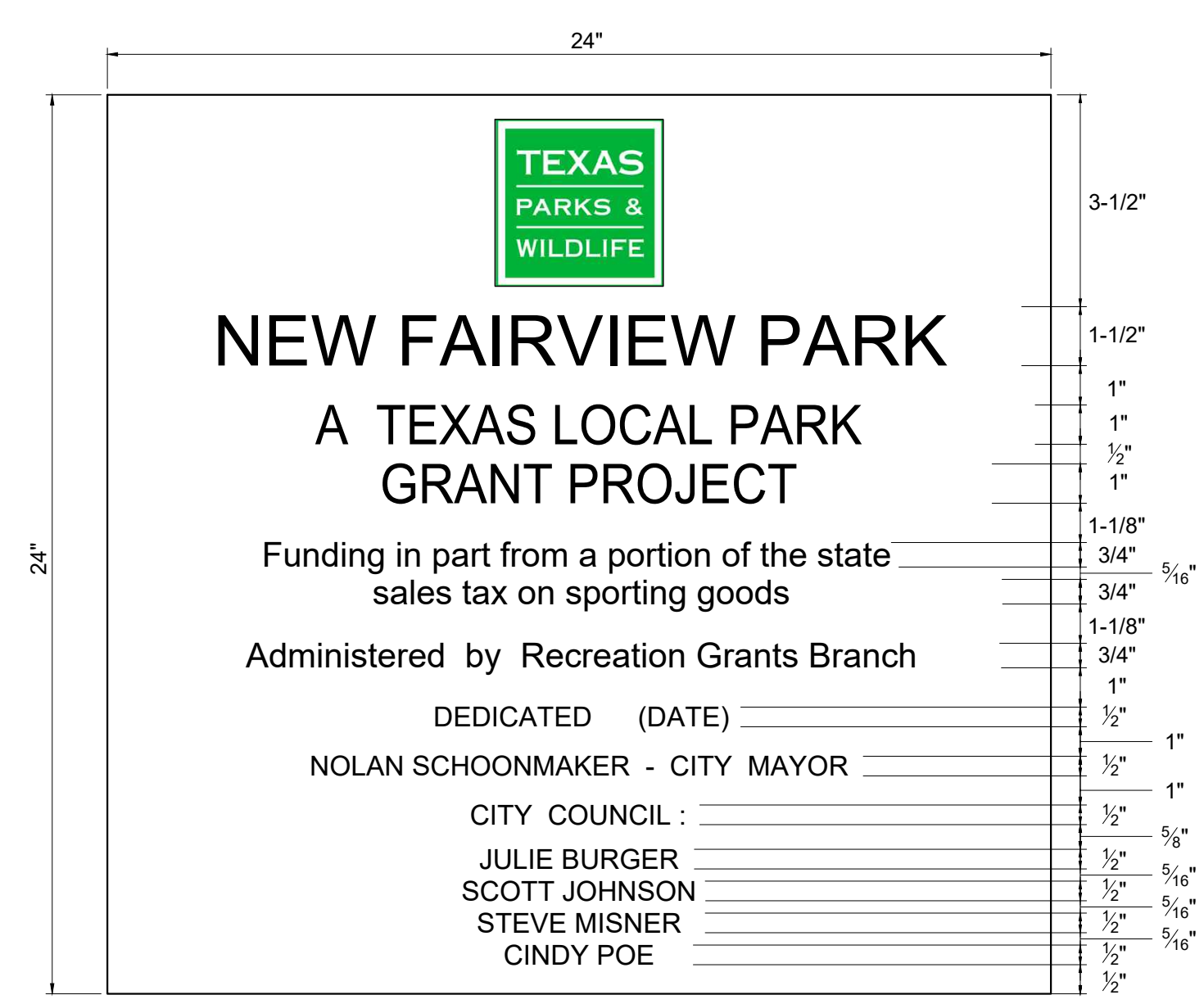
01/19/2022

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TBPE FIRM NO. F-20395

SHEET NO.



TEMPORARY SIGN



PERMANENT PLAQUE

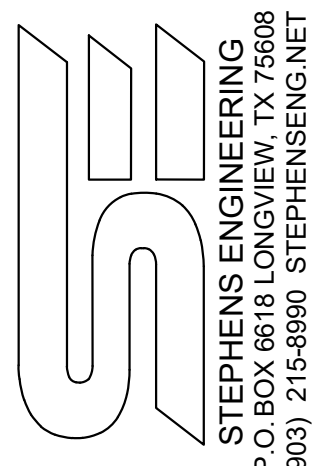
NOTE:
THE CITY SHALL REVIEW THE FINAL PROOF OF THE
PERMANENT SIGN PRIOR TO FABRICATION

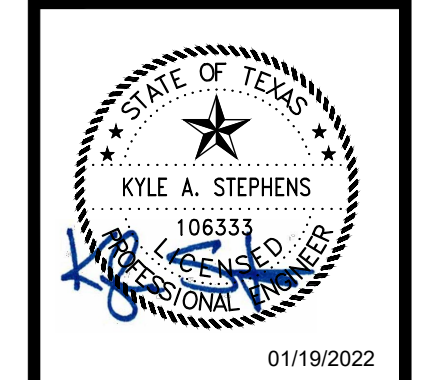
MARK	REVISION	DATE

TEMPORARY & PERMANENT
SIGN DETAILS

CITY OF NEW FAIRVIEW
 2021 TEXAS PARK & WILDLIFE PARK IMP.
 NEW FAIRVIEW, TEXAS

DRAWN BY: J.T.S.	DESIGNED BY: K.A.S.	DATE: SEPT 2021	JOB NO. NF-21-01
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 STEPHENS ENGINEERING
 P.O. BOX 6618 LONGVIEW, TX 75608
 (903) 215-8990 STEPHENSENG.NET



SEAL:
TBPE FIRM NO. F-20395



**CITY OF NEW FAIRVIEW, TEXAS
RESOLUTION 202207-04-208**

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT WITH HEARTLAND RECREATION, LLC FOR CONSTRUCTION OF THE CITY OF NEW FAIRVIEW 2021 PARK IMPROVEMENTS, AS APPROVED BY AND PURSUANT TO AWARD OF THE LOCAL PARK GRANT PROGRAM GRANT ADMINISTERED BY THE TEXAS PARKS & WILDLIFE DEPARTMENT, PROJECT NO. 54-000238, IN AN AMOUNT NOT TO EXCEED \$358,356.00.

WHEREAS, The City entered applied for and was granted a Local Park Grant Program grant administered by the Texas Parks & Wildlife Department, Project No. 54-000238, in an amount, in an amount not to exceed \$358,356.00, and

WHEREAS, The City expended certain engineering costs in furtherance of construction of such Park Improvements, and

WHEREAS, the Park Improvements approved for such Local Park Grant No. 54-000238 may be constructed most economically by entering into an agreement with Heartland Park & Recreation, LLC,

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

That the City Administrator is hereby authorized to execute a construction contract with Heartland Park & Recreation, LLC, for the City of New Fairview 2021 Park Improvements, as approved by and pursuant to the Local Park Grant Program grant award Project NO. 54-000238, administered by the Texas Parks & Wildlife Department, in an amount not to exceed \$ 358,356.00, in final form, as approved by the City Attorney.

PRESENTED AND PASSED on this 18th day of July, 2022, at a Special meeting of the New Fairview City Council.

JOHN TAYLOR, Mayor

ATTEST:

BROOKE BOLLER, City Secretary