

**City of New Fairview  
Joint City Council and Planning and Zoning Commission Meeting  
999 Illinois Lane  
Monday, July 18, 2022, at 6:00 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 18th DAY OF JULY 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 2 Councilman John Fisette  
Place 3 Councilman Walter Clements  
Place 5 Jimmy Royston**

**PLANNING & ZONING COMMISSIONERS**

**Rebecca McPherson  
Julie Burger  
David Randolph  
Marissa Randolph  
Denis Sandsoucie**

**CITY STAFF**

**John Cabrales Jr, City Administrator  
Roberta (Robin) Cross, City Attorney  
Patty Akers, City Land Use Attorney (Virtual)  
Brooke Boller, City Secretary  
Susan Greenwood, Court Administrator/Assistant City Secretary**

- 1. Call to Order and Determination of Quorum (Meeting called to order by Commissioner Rebecca McPherson at 6:00 pm; Roll Call with the above-mentioned names.) (Meeting called to order by Mayor John Taylor at 6:01 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 and the Planning and Zoning Commission invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council and the Planning and Zoning Commission. Anyone wishing to speak should sign-in with the City Secretary before the beginning of the 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 and Planning and Zoning Commission. State law prohibits the City Council and Planning and Zoning Commission from discussing or taking action on any item not listed on the posted agenda.

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

A. Discuss and consider a Resolution approving a Development Agreement with Dove Hollow Development LLC for Paloma Ranch Estates Phases 3 & 4 containing 177.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

**Motion: Councilman Harvey Lynn Burger Jr**

**Second: No Second**

**Vote:**

**Result: Motion to deny the annexation of Paloma Ranch Ph 3&4 Failed**

**Motion: Councilman Steven King**

**Second: Councilman Walter Clements**

**Vote: For: Councilman Steven King & Councilman Walter Clements**

**Against: Councilman Jimmy Royston, Councilman John Fissette & Councilman Harvey Lynn Burger Jr.**

**Result: Motion to approve the annexation of Paloma Ranch PH 3&4 Failed**

**Motion: Councilman Walter Clements**

**Second: Councilman John Fissette**

**Vote: For Councilman Jimmy Royston, Councilman Walter Clements, Councilman John Fissette & Councilman Steven King**

**Against: Councilman Harvey Lynn Burger Jr**

**Result: Motion passed to Table the item until City Staff can renegotiate the lot sizes and safety concerns.**

B. Discuss and consider an amendment to the Development Agreement with Dove Hollow Development LLC Paloma Ranch Phases 1 and 2, dated May 28, 2020, as to 15.563 acres to authorize one-half acre lots.

**Motion: Councilman Jimmy Royston**

**Second: Councilman Walter Clements**

**Vote: All in Favor**  
**Result: Tabled**

- C. Discuss and consider action approving an annexation services agreement between the City of New Fairview and Dove Hollow Development LLC for 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

**Motion: Councilman Walter Clements**  
**Second: Councilman Jimmy Royston**  
**Vote: All in Favor**  
**Result: Tabled**

- D. Hold a public hearing and consider an Ordinance for the Annexation of 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

**Motion: Councilman Jimmy Royston**  
**Second: Councilman Walter Clements**  
**Vote: All in Favor**  
**Result: Tabled**

- E. Hold a public hearing and consider an Ordinance for the zoning of 179.779 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas and rezoning of 15.563 acres currently zoned (PD) Planned Development generally located east of S. County Line Road and south of Dove Hollow Lane to (PD) Planned Development for single family residential on one half (1/2) acre lots.

**Motion: Commissioner Denis Sansoucie**  
**Second: Commissioner David Randolph**  
**Vote: All in Favor**  
**Result: Tabled**

**Motion: Councilman John Fissette**  
**Second: Councilman Jimmy Royston**  
**Vote: All in Favor**  
**Result: Tabled**

- F. Consider the approval of a preliminary plat of Paloma Ranch Estates Phases 3 & 4 containing 195.342 acres in the James C. Jack Survey, Abstract No.679, Denton County, Texas generally located east of S. County Line Road and south of Dove Hollow Lane.

**Motion: Commissioner Denis Sansoucie**

**Second: Commissioner David Randolph**

**Vote: All in Favor**

**Result: Tabled**

**Motion: Councilman John Fissette**

**Second: Councilman Jimmy Royston**

**Vote: All in Favor**

**Result: Tabled**

5. **Executive Session: None**

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

7. **Adjournment:**

**Motion: Commissioner Julie Burger**

**Second: Commissioner Denis Sansoucie**

**Vote: All in Favor**

**Result: Planning and Zoning adjourned the meeting at 6:49pm.**

**Motion: Councilman John Fissette**

**Second: Councilman Harvey Lynn Burger Jr**

**Vote: All in Favor**

**Result: Council adjourned the meeting at 6:50pm.**

## **WORK SESSION**

1. Call to Order and Determination of Quorum (**Meeting called to order by Commissioner Rebecca McPherson at 6:50 pm; Roll Call with the above-mentioned names.**) (**Meeting called to order by Mayor John Taylor at 6:51 pm; Roll Call with the above-mentioned names.**)
2. Receive a report and hold a discussion regarding the City's Comprehensive Plan **Council Received a presentation from Rik Adamski a professor with UNT with an update on the City Comprehensive Plan. A student Zara with UNT also gave a presentation on the waste water and water study for our City.**

3. Adjournment

**Motion: Commissioner Julie Burger**

**Second: Commissioner Denis Sansoucie**

**Vote: All in Favor**

**Results: Planning and Zoning meeting adjourned at 7:21 pm.**

**Motion: Councilman John Fissette**

**Second: Councilman Jimmy Royston**

**Vote: All in Favor**

**Results: Council meeting adjourned at 7:21 pm.**

**MINUTES APPROVED ON THIS, THE 1st DAY OF AUGUST 2022**

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**John Taylor, Mayor**

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**Rebecca McPherson, Commissioner**

**ATTEST:**

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**Brooke Boller, City Secretary**



**City Council  
Regular Meeting Minutes  
999 Illinois Lane  
Monday, July 18, 2022**

**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 18th DAY OF JULY 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 2 Councilman John Fissette  
Place 3 Councilman Walter Clements  
Place 5 Jimmy Royston**

**City Staff**

**John Cabrales Jr, City Administrator  
Roberta (Robin) Cross, City Attorney  
Brooke Boller, City Secretary  
Susan Greenwood, Court Administrator/Assistant City Secretary**

**WORK SESSION**

- 1. Call to Order and Determination of Quorum (Meeting called to order by Mayor John Taylor at 7:35 pm; Roll Call with the above-mentioned names.)**
2. 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.

**Council Heard from Charles Williams, Ponder Fire Chief & Matthew Mitchell, Justin Fire Chief on creating an Emergency Services District with Ponder, Justin and New Fairview. They are hoping to have this on the ballot in May.**



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

**City Administrator John Cabrales Jr informed Council of the difference between an excused vs an unexcused absences. The only excused absence is when a council member or family \member is sick, and they cannot miss more than 3 consecutive meetings. Council is also allowed to view the meeting virtually, but as a private citizen, they will not have voting rights. John informed council that we would not be able to enforce a possible dress code for council during meeting and trainings. But that business casual would be recommended. Council wants to mirror the state law rules on excused and unexcused absences.**

4. 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.

**City Administrator John Cabrales Jr gave a presentation to council showing where we stood currently and where we are looking to be for the next fiscal year. Council was shown where they had approved a Safety Inspection Fee which was said to bring in \$240,000.00 this year but that \$0 had been collected; This was due to the gas well inspections not being done. He informed council we needed to adopt the budget before September 29<sup>th</sup>. John also informed council that next years budget would be based on a .30 or less property tax rate which would not include Falcon Ridge.**

5. Adjournment

**Motion: Councilman Walter Clements**

**Second: Councilman John Fissette**

**Vote: All in Favor**

**Result: Meeting was adjourned at 9:26 pm.**

### REGULAR SESSION

1. Call to Order and Determination of Quorum (**Meeting called to order by Mayor John Taylor at 9:28 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.
  
- 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 June 2022 Financial Report and third quarter Investment Report.
  - B. Approve the City Council Meeting minutes for June 20, 2022.  
**Motion: Councilman Steven King**  
**Second: Councilman Jimmy Royston**  
**Vote: All in Favor**  
**Result: Council approved the June 2022 financial/investment reports & the June 20, 2022 minutes.**
  
- 5. New Business: All matters listed in New Business will be discussed and considered separately.
  - A. Receive and consider Mayor’s Election Order for Dis-annexation of Falcon Ridge Estates from the City of New Fairview, Wise County, Texas.
    - 1. 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’s and legal counsel’s determination that the terms of the agreement are substantially similar to previous year’s form of elections agreement.  
**Motion: Councilman John Fissette**  
**Second: Councilman Jimmy Royston**





**Vote: For: Councilman Harvey Lynn Burger Jr, Councilman Steven King, Councilman Walter Clements & Councilman Jimmy Royston**

**Against: Councilman John Fissette**

**Result:** Council Approved a Resolution authorizing the City Administrator or Mayor 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.

B. 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.

**Motion: Councilman John Fissette**

**Second: Councilman Jimmy Royston**

**Vote: For: Councilman Harvey Lynn Burger Jr, Councilman John Fissette & Councilman Jimmy Royston**

**Against: Councilman Walter Clements**

**Abstained: Councilman Steven King**

**Result: Approved a Resolution amending Resolution 202106-03-175 by increasing the not-to-exceed amount from \$100,000 to \$123,000 for the improvement of County Road 4717.**

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

**Motion: Councilman John Fissette**

**Second: Councilman Jimmy Royston**

**Vote: All in Favor**

**Result: Approved an Ordinance amending Chapter 12 "Utilities" of the Code of Ordinances.**

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

**Motion: Councilman John Fissette**

**Second: Councilman Harvey Lynn Burger Jr**

**Vote: All in Favor**



**Result: Approved an ordinance granting a franchise agreement with Atmos Energy Corporation.**

E. Receive, consider, and act on a Resolution authorizing the city administrator to enter into a contract with Heartland Park & Recreation, LLC for the construction of a city park.

**Motion: Councilman Harvey Lynn Burger Jr**

**Second: Councilman Walter Clements**

**Vote: For: Councilman Harvey Lynn Burger Jr, Councilman Walter Clements & Councilman John Fissette**

**Against: Councilman Jimmy Royston & Councilman Steven King**

**Result: Approved a resolution authorizing the City Administrator to execute an agreement with Heartland Park, LLC, in final form as approved by the City Attorney**

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 Harvey Lynn Burger Jr**

**Vote: All in Favor**



**Result: Meeting was adjourned at 10:13pm.**

**MINUTES APPROVED ON THIS, THE 1st DAY OF AUGUST 2022**

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**John Taylor, Mayor**

**ATTEST:**

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**Brooke Boller, City Secretary**



## CITY COUNCIL AGENDA MEMO

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Prepared By: John Cabrales Jr, City Administrator

August 1, 2022

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### 2022 Annual Service Plan Update to Constellation Lake

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#### **DESCRIPTION:**

Receive, consider, and act on an Ordinance approving the 2022 Annual Service Plan Update to the Service and Assessment Plan, including the Assessment Roll, for the Constellation Lake Public Improvement District in accordance with Chapter 372, Local Government Code, as amended.

#### **BACKGROUND INFORMATION:**

On April 20, 2020, the City Council approved Ordinance No. 2020-07-202 which approved the Service and Assessment Plan for the District and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District. The Service and Assessment Plan also set forth the costs of the Authorized Improvements, the indebtedness to be incurred for such Authorized Improvements, and the manner of assessing the property in the District for the costs of such Authorized Improvements based on the benefit provided to the Assessed Property.

On July 19, 2021, the City Council approved the 2021 Annual Service Plan Update by adopting Ordinance No. 202107-01-228, which updated the Assessment Rolls for 2021.

Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the 2022 Annual Service Plan Update. This 2022 Annual Service Plan Update also updates the Assessment Roll for 2022.

Staff recommends approval of the Ordinance.

#### **FINANCIAL CONSIDERATION:**

The list of current Parcels within District, the corresponding total Assessments, and current Annual Installment are shown on the Improvement Area #1 Assessment Roll and Future

Improvement Area Assessment Roll below as Exhibit A-1 and Exhibit A-2, respectively. The Parcels shown on the Assessment Rolls will receive the bill for the 2022 Annual Installment which will be delinquent if not paid by January 31, 2023.

**EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL**

Property ID	Lot Type	Outstanding Assessment <sup>[a]</sup>	Annual Installment Due 1/31/2023 <sup>[a],[b]</sup>
68026	Improvement Area #1 Initial Parcel	\$ 816,802.32	\$ 102.72
70814	Improvement Area #1 Initial Parcel	\$ 914,430.56	\$ 114.99
<b>Total</b>		<b>\$ 1,731,232.88</b>	<b>\$ 217.71</b>

*Notes:*

[a] Outstanding Assessment and Annual Installment due may not match due to rounding.

[b] Annual Installment allocated to each Property ID pro rata based on acreage.

**EXHIBIT A-2 – FUTURE IMPROVEMENT AREA ASSESSMENT ROLL**

Property ID	Lot Type	Outstanding Assessment <sup>[a]</sup>	Annual Installment Due 1/31/2023 <sup>[a],[b]</sup>
68026	Future Improvement Area Initial Parcel	\$ 17,942,118.41	\$ 2,256.30
70814	Future Improvement Area Initial Parcel	\$ 20,086,648.71	\$ 2,525.99
<b>Total</b>		<b>\$ 38,028,767.12</b>	<b>\$ 4,782.29</b>

*Notes:*

[a] Outstanding Assessment and Annual Installment due may not match due to rounding.

[b] Annual Installment allocated to each Property ID pro rata based on acreage.

**RECOMMENDED MOTIONS:**

I move to **Approve/Deny** an Ordinance approving the 2022 Annual Service Plan Update to the Service and Assessment Plan, including the Assessment Roll, for the Constellation Lake Public Improvement District in accordance with Chapter 372, Local Government Code, as amended.

**ATTACHMENT(S):**

1. 2022 Annual Service Plan Update
2. Ordinance 202208-01-241

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AUGUST 1, 2022

## INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the original Service and Assessment Plan or the Reimbursement Agreement, as applicable.

The District was created pursuant to the PID Act by Resolution No. 2020-009-099 on April 6, 2020 by the City to finance certain Authorized Improvements for the benefit of the property in the District.

On April 20, 2020, the City Council approved Ordinance No. 2020-07-202 which approved the Service and Assessment Plan for the District and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District. The Service and Assessment Plan also set forth the costs of the Authorized Improvements, the indebtedness to be incurred for such Authorized Improvements, and the manner of assessing the property in the District for the costs of such Authorized Improvements based on the benefit provided to the Assessed Property.

On July 19, 2021, the City Council approved the 2021 Annual Service Plan Update by adopting Ordinance No. 202107-01-228, which updated the Assessment Rolls for 2021.

Pursuant to the PID Act, the Service and Assessment Plan must be reviewed and updated annually. This document is the 2022 Annual Service Plan Update. This 2022 Annual Service Plan Update also updates the Assessment Roll for 2022.

## TRIGGER DATE

The Service and Assessment Plan defines “Trigger Date” as the date a preliminary subdivision plat is filed and approved by the City Council. If the Trigger Date occurs on or before July 31st of the then current year, then Assessments will be due the January 31st of the following year, including twelve months of interest. If the Trigger Date occurs after July 31st of the then current year, then the Assessments will be due on the second January 31st after the preliminary plat is filed, including twelve months of interest.

Neither Improvement Area #1 or Future Improvement Area have reached the Trigger Date, and therefore have not triggered collection of Assessments to begin on Parcels within the District. Parcels within the District will pay for their pro rata share of Annual Collection Costs.

## PARCEL SUBDIVISION

### Improvement Area #1

Improvement Area #1 has no filed and recorded plats.

### Future Improvement Area

Future Improvement Area has no filed and recorded plats.

## LOT AND HOME SALES

### Improvement Area #1

Improvement Area #1 is anticipated to include 89 Single Family Units. No residential Lots have been completed to date.

### Future Improvement Area

Future Improvement Area is anticipated to include 1,955 single family units. No residential Lots have been completed to date. Future Improvement Area is also anticipated to include commercial, multi-family, townhomes, and school district property located within the District that benefit from Authorized Improvements but are not Assessed for Authorized Improvement costs.

See **Exhibit C** for the buyer disclosures for District.



## OUTSTANDING ASSESSMENT

### Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$1,731,232.88.

### Future Improvement Area

Future Improvement Area has an outstanding Assessment of \$38,028,767.12.

## ANNUAL INSTALLMENT DUE 1/31/2023

### Improvement Area #1

- **Principal and Interest** - Pursuant to the Reimbursement Agreement, the Annual Installment shall include interest on the unpaid principal amount of the outstanding Assessment at a rate of 4.84% per annum, simple interest. Interest shall begin to accrue the January 1<sup>st</sup> after the Trigger Date has been met. The total principal and interest required for the Annual Installment for Improvement Area #1 is \$0.00.
- **Annual Collection Costs** - The cost of administering District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Improvement Area #1 is \$217.71.

Improvement Area #1	
Due January 31, 2023	
Principal	\$ -
Interest	-
Annual Collection Costs	217.71
<b>Total Annual Installment</b>	<b>\$ 217.71</b>

The Annual Installments for Lots in Improvement Area #1 are attached hereto as **Exhibit B-1**.

### Future Improvement Area

- **Principal and Interest** - Pursuant to the Reimbursement Agreement, the Annual Installment shall include interest on the unpaid principal amount of the outstanding Assessment at a rate of 4.84% per annum, simple interest. Interest shall begin to accrue the January 1<sup>st</sup> after the Trigger Date has been met. The total principal and interest required for the Annual Installment for Future Improvement Area is \$0.00.

- **Annual Collection Costs** - The cost of administering District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment for Future Improvement Area is \$4,782.29.

Future Improvement Area		
Due January 31, 2023		
Principal	\$	-
Interest		-
Annual Collection Costs		4,782.29
<b>Total Annual Installment</b>	<b>\$</b>	<b>4,782.29</b>

The Annual Installments for Lots in the Future Improvement Area are attached hereto as **Exhibit B-2**.

**PREPAYMENT OF ASSESSMENTS IN FULL**

No full prepayments have occurred within the District.

**PARTIAL PREPAYMENT OF ASSESSMENTS**

No partial prepayments have occurred within the District.

[Remainder of page intentionally left blank.]

## BUDGET FOR CONSTRUCTION OF THE AUTHORIZED IMPROVEMENTS

The Authorized Improvements consist of roads, storm drain, landscaping, entryway, open space, and parks, and soft costs. Per the Developer, the estimated cost of the Authorized Improvements has not changed. No actual costs have been spent to date, as the Developer is currently determining service providers for water and sewer service.

Authorized Improvements	Total Budget	Budget for Future Improvement Area Projects	Budget for Improvement Area #1 Projects	Actual Costs Spent to Date <sup>1</sup>	Percent Complete
<i>Improvement Area #1 Improvements</i>					
Roads	\$ 1,527,221	\$ -	\$ 1,527,221	\$ -	0.00%
Storm Drain	1,070,677	-	1,070,677	-	0.00%
Soft Costs	532,569	-	532,569	-	0.00%
	\$ 3,130,466	\$ -	\$ 3,130,466	\$ -	0.00%
<i>Future Improvement Area Improvements</i>					
Roads	\$ 15,823,707	\$ 15,823,707		\$ -	0.00%
Storm Drain	6,977,815	6,977,815		-	0.00%
Soft Costs	4,674,312	4,674,312		-	0.00%
	\$ 27,475,834	\$ 27,475,834	\$ -	\$ -	0.00%
<i>Major Improvements</i>					
Landscaping, Entryway, Open Space, and Parks	7,598,763	7,267,897	330,866		0.00%
Soft Costs	1,557,746	1,489,919	67,828		0.00%
	\$ 9,156,510	\$ 8,757,816	\$ 398,693	\$ -	0.00%
<b>Total</b>	<b>\$ 39,762,810</b>	<b>\$ 36,233,650</b>	<b>\$ 3,529,160</b>	<b>\$ -</b>	<b>0.00%</b>

Notes:

1) Authorized Improvement costs spent to date as provided by the Developer.

[Remainder of page intentionally left blank.]

## SERVICE PLAN - FIVE YEAR BUDGET FORECAST

The PID Act requires the annual indebtedness and projected costs for the Authorized Improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

Improvement Area #1 <sup>[a,c]</sup>						
Annual Installments Due	1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027	
Principal	\$ -	\$ 26,781.87	\$ 28,078.11	\$ 29,437.09	\$ 30,861.84	
Interest	\$ -	\$ 83,791.67	\$ 82,495.43	\$ 81,136.45	\$ 79,711.69	
	(1)	\$ -	\$ 110,573.54	\$ 110,573.54	\$ 110,573.54	\$ 110,573.54
Annual Collection Costs	(2)	\$ 217.71	\$ 222.06	\$ 226.51	\$ 231.04	\$ 235.66
Annual Installment	(3) = (1) + (2)	\$ 217.71	\$ 110,795.60	\$ 110,800.04	\$ 110,804.57	\$ 110,809.19

Future Improvement Area <sup>[b],[c]</sup>						
Annual Installments Due	1/31/2023	1/31/2024	1/31/2025	1/31/2026	1/31/2027	
Principal	\$ -	\$ -	\$ 596,127.74	\$ 624,383.26	\$ 653,994.41	
Interest	\$ -	\$ -	\$ 1,840,592.32	\$ 1,811,739.74	\$ 1,781,519.60	
	(1)	\$ -	\$ -	\$ 2,436,720.06	\$ 2,436,123.00	\$ 2,435,514.01
Annual Collection Costs	(2)	\$ 4,782.29	\$ 4,877.94	\$ 4,975.49	\$ 5,075.00	\$ 5,176.50
Annual Installment	(3) = (1) + (2)	\$ 4,782.29	\$ 4,877.94	\$ 2,441,695.55	\$ 2,441,198.00	\$ 2,440,690.51

**Notes:**

- [a] Assumes the Trigger Date for collection of Improvement Area #1 Annual Installments will be met on or before July 31, 2023.
- [b] Assumes the Trigger Date for collection of Future Improvement Area Annual Installments will be met on or before July 31, 2024.
- [c] Collection of principal and interest on each Improvement Area will begin when the Trigger Date is met for said Improvement Area. To be updated annually in each Annual Service Plan Update.

## ASSESSMENT ROLL

The list of current Parcels within District, the corresponding total Assessments, and current Annual Installment are shown on the Improvement Area #1 Assessment Roll and Future Improvement Area Assessment Roll attached hereto as **Exhibit A-1** and **Exhibit A-2**, respectively. The Parcels shown on the Assessment Rolls will receive the bill for the 2022 Annual Installment which will be delinquent if not paid by January 31, 2023.

**EXHIBIT A-1 – IMPROVEMENT AREA #1 ASSESSMENT ROLL**

Property ID	Lot Type	Outstanding Assessment <sup>[a]</sup>	Annual Installment Due 1/31/2023 <sup>[a],[b]</sup>
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<b>Total</b>		<b>\$ 1,731,232.88</b>	<b>\$ 217.71</b>

*Notes:*

[a] Outstanding Assessment and Annual Installment due may not match due to rounding.

[b] Annual Installment allocated to each Property ID pro rata based on acreage.

**EXHIBIT A-2 – FUTURE IMPROVEMENT AREA ASSESSMENT ROLL**

Property ID	Lot Type	Outstanding Assessment <sup>[a]</sup>	Annual Installment Due 1/31/2023 <sup>[a],[b]</sup>
68026	Future Improvement Area Initial Parcel	\$ 17,942,118.41	\$ 2,256.30
70814	Future Improvement Area Initial Parcel	\$ 20,086,648.71	\$ 2,525.99
<b>Total</b>		<b>\$ 38,028,767.12</b>	<b>\$ 4,782.29</b>

*Notes:*

[a] Outstanding Assessment and Annual Installment due may not match due to rounding.

[b] Annual Installment allocated to each Property ID pro rata based on acreage.

**EXHIBIT B-1 – IMPROVEMENT AREA #1 TOTAL ANNUAL INSTALLMENT**

Annual Installments	Principal		Interest <sup>2</sup>		Annual Collection	Total Annual
Due 1/31					Costs	Installment <sup>1</sup>
2023	\$	-	\$	-	\$ 217.71	\$ 217.71
2024	\$	26,781.87	\$	83,791.67	\$ 222.06	\$ 110,795.60
2025	\$	28,078.11	\$	82,495.43	\$ 226.51	\$ 110,800.04
2026	\$	29,437.09	\$	81,136.45	\$ 231.04	\$ 110,804.57
2027	\$	30,861.84	\$	79,711.69	\$ 235.66	\$ 110,809.19
2028	\$	32,355.56	\$	78,217.98	\$ 240.37	\$ 110,813.91
2029	\$	33,921.57	\$	76,651.97	\$ 245.18	\$ 110,818.71
2030	\$	35,563.37	\$	75,010.17	\$ 250.08	\$ 110,823.62
2031	\$	37,284.64	\$	73,288.90	\$ 255.08	\$ 110,828.62
2032	\$	39,089.21	\$	71,484.32	\$ 260.18	\$ 110,833.72
2033	\$	40,981.13	\$	69,592.41	\$ 265.39	\$ 110,838.93
2034	\$	42,964.62	\$	67,608.92	\$ 270.70	\$ 110,844.23
2035	\$	45,044.11	\$	65,529.43	\$ 276.11	\$ 110,849.65
2036	\$	47,224.24	\$	63,349.30	\$ 281.63	\$ 110,855.17
2037	\$	49,509.89	\$	61,063.64	\$ 287.26	\$ 110,860.80
2038	\$	51,906.17	\$	58,667.36	\$ 293.01	\$ 110,866.55
2039	\$	54,418.43	\$	56,155.11	\$ 298.87	\$ 110,872.41
2040	\$	57,052.28	\$	53,521.25	\$ 304.85	\$ 110,878.38
2041	\$	59,813.61	\$	50,759.92	\$ 310.94	\$ 110,884.48
2042	\$	62,708.59	\$	47,864.94	\$ 317.16	\$ 110,890.70
2043	\$	65,743.69	\$	44,829.85	\$ 323.51	\$ 110,897.04
2044	\$	68,925.68	\$	41,647.85	\$ 329.98	\$ 110,903.51
2045	\$	72,261.69	\$	38,311.85	\$ 336.58	\$ 110,910.11
2046	\$	75,759.15	\$	34,814.39	\$ 343.31	\$ 110,916.84
2047	\$	79,425.90	\$	31,147.64	\$ 350.17	\$ 110,923.71
2048	\$	83,270.11	\$	27,303.43	\$ 357.18	\$ 110,930.71
2049	\$	87,300.38	\$	23,273.16	\$ 364.32	\$ 110,937.86
2050	\$	91,525.72	\$	19,047.82	\$ 371.61	\$ 110,945.14
2051	\$	95,955.56	\$	14,617.97	\$ 379.04	\$ 110,952.58
2052	\$	100,599.81	\$	9,973.72	\$ 386.62	\$ 110,960.16
2053	\$	105,468.85	\$	5,104.69	\$ 394.35	\$ 110,967.89
<b>Total</b>	<b>\$</b>	<b>1,731,232.88</b>	<b>\$</b>	<b>1,585,973.24</b>	<b>\$ 9,226.44</b>	<b>\$ 3,326,432.57</b>

**Notes:**

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs or other available offsets could increase or decrease the amounts shown.

2) Interest is calculated at 4.84% from the Trigger Date. Assumes the Trigger Date for collection of Improvement Area #1 Annual Installments will be met on or before July 31, 2023. Prior to the Trigger Date being met for the Improvement Area #1, the Improvement Area #1 will continue to pay its allocable share of Annual Collection Costs pro rata based on the then outstanding Assessment.





**EXHIBIT B-2 – FUTURE IMPROVEMENT AREA TOTAL ANNUAL INSTALLMENT**

Annual Installments		Annual Collection		Total Annual
Due	Principal	Interest <sup>2</sup>	Costs	Installment <sup>1</sup>
2023	\$ -	\$ -	\$ 4,782.29	\$ 4,782.29
2024	\$ -	\$ -	\$ 4,877.94	\$ 4,877.94
2025	\$ 596,127.74	\$ 1,840,592.32	\$ 4,975.49	\$ 2,441,695.55
2026	\$ 624,383.26	\$ 1,811,739.74	\$ 5,075.00	\$ 2,441,198.00
2027	\$ 653,994.41	\$ 1,781,519.60	\$ 5,176.50	\$ 2,440,690.51
2028	\$ 685,026.56	\$ 1,749,866.26	\$ 5,280.03	\$ 2,440,172.85
2029	\$ 717,548.25	\$ 1,716,710.98	\$ 5,385.63	\$ 2,439,644.86
2030	\$ 751,631.30	\$ 1,681,981.64	\$ 5,493.35	\$ 2,439,106.29
2031	\$ 787,351.05	\$ 1,645,602.70	\$ 5,603.21	\$ 2,438,556.96
2032	\$ 824,786.45	\$ 1,607,494.90	\$ 5,715.28	\$ 2,437,996.63
2033	\$ 864,020.29	\$ 1,567,575.24	\$ 5,829.58	\$ 2,437,425.11
2034	\$ 905,139.33	\$ 1,525,756.66	\$ 5,946.18	\$ 2,436,842.17
2035	\$ 948,234.53	\$ 1,481,947.92	\$ 6,065.10	\$ 2,436,247.55
2036	\$ 993,401.27	\$ 1,436,053.36	\$ 6,186.40	\$ 2,435,641.03
2037	\$ 1,040,739.52	\$ 1,387,972.74	\$ 6,310.13	\$ 2,435,022.39
2038	\$ 1,090,354.09	\$ 1,337,600.94	\$ 6,436.33	\$ 2,434,391.36
2039	\$ 1,142,354.87	\$ 1,284,827.80	\$ 6,565.06	\$ 2,433,747.73
2040	\$ 1,196,857.05	\$ 1,229,537.84	\$ 6,696.36	\$ 2,433,091.25
2041	\$ 1,253,981.36	\$ 1,171,609.96	\$ 6,830.29	\$ 2,432,421.61
2042	\$ 1,313,854.43	\$ 1,110,917.26	\$ 6,966.89	\$ 2,431,738.58
2043	\$ 1,376,608.95	\$ 1,047,326.70	\$ 7,106.23	\$ 2,431,041.88
2044	\$ 1,442,384.07	\$ 980,698.82	\$ 7,248.36	\$ 2,430,331.25
2045	\$ 1,511,325.66	\$ 910,887.44	\$ 7,393.32	\$ 2,429,606.42
2046	\$ 1,583,586.63	\$ 837,739.28	\$ 7,541.19	\$ 2,428,867.10
2047	\$ 1,659,327.28	\$ 761,093.68	\$ 7,692.01	\$ 2,428,112.97
2048	\$ 1,738,715.68	\$ 680,782.24	\$ 7,845.85	\$ 2,427,343.77
2049	\$ 1,821,928.02	\$ 596,628.40	\$ 8,002.77	\$ 2,426,559.19
2050	\$ 1,909,148.99	\$ 508,447.08	\$ 8,162.83	\$ 2,425,758.90
2051	\$ 2,000,572.26	\$ 416,044.28	\$ 8,326.08	\$ 2,424,942.62
2052	\$ 2,096,400.83	\$ 319,216.58	\$ 8,492.60	\$ 2,424,110.01
2053	\$ 2,196,847.53	\$ 217,750.78	\$ 8,662.46	\$ 2,423,260.77
2054	\$ 2,302,135.46	\$ 111,423.36	\$ 8,835.70	\$ 2,422,394.52
<b>Total</b>	<b>\$ 38,028,767.12</b>	<b>\$ 34,757,346.50</b>	<b>\$ 211,506.46</b>	<b>\$ 72,997,620.08</b>

**Notes:**

- 1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs or other available offsets could increase or decrease the amounts shown.
- 2) Interest is calculated at 4.84% from the Trigger Date. Assumes the Trigger Date for collection of Future Improvement Area Annual Installments will be met on or before July 31, 2024. Prior to the Trigger Date being met for the Future Improvement Area, the Future Improvement Area will continue to pay its allocable share of Annual Collection Costs pro rata based on the then outstanding Assessment.

## EXHIBIT C – BUYER DISCLOSURES

The buyer disclosures for the following are found in this Exhibit.

- Improvement Area #1 Initial Parcel
- Future Improvement Area Initial Parcel
- Lot Type Single Family

*[Remainder of page left intentionally blank.]*

**CONSTELLATION LAKE PUBLIC IMPROVEMENT DISTRICT – IMPROVEMENT AREA  
#1 INITIAL PARCEL BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE CITY OF NEW FAIRVIEW, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_  
STREET ADDRESS

**IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT:  
\$1,731,232.88**

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Fairview, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *City of New Fairview Constellation Lake Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of New Fairview. The exact amount of each annual installment will be approved each year by the New Fairview City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of New Fairview.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

[SAMPLE]

[SAMPLE]

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

[SAMPLE]

[SAMPLE]

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

---

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.



[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

[SAMPLE]

[SAMPLE]

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]³

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<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.



<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 INITIAL PARCEL

Annual Installments Due 1/31	Principal	Interest <sup>2</sup>	Annual Collection Costs	Total Annual Installment <sup>1</sup>
2023	\$ -	\$ -	\$ 217.71	\$ 217.71
2024	\$ 26,781.87	\$ 83,791.67	\$ 222.06	\$ 110,795.60
2025	\$ 28,078.11	\$ 82,495.43	\$ 226.51	\$ 110,800.04
2026	\$ 29,437.09	\$ 81,136.45	\$ 231.04	\$ 110,804.57
2027	\$ 30,861.84	\$ 79,711.69	\$ 235.66	\$ 110,809.19
2028	\$ 32,355.56	\$ 78,217.98	\$ 240.37	\$ 110,813.91
2029	\$ 33,921.57	\$ 76,651.97	\$ 245.18	\$ 110,818.71
2030	\$ 35,563.37	\$ 75,010.17	\$ 250.08	\$ 110,823.62
2031	\$ 37,284.64	\$ 73,288.90	\$ 255.08	\$ 110,828.62
2032	\$ 39,089.21	\$ 71,484.32	\$ 260.18	\$ 110,833.72
2033	\$ 40,981.13	\$ 69,592.41	\$ 265.39	\$ 110,838.93
2034	\$ 42,964.62	\$ 67,608.92	\$ 270.70	\$ 110,844.23
2035	\$ 45,044.11	\$ 65,529.43	\$ 276.11	\$ 110,849.65
2036	\$ 47,224.24	\$ 63,349.30	\$ 281.63	\$ 110,855.17
2037	\$ 49,509.89	\$ 61,063.64	\$ 287.26	\$ 110,860.80
2038	\$ 51,906.17	\$ 58,667.36	\$ 293.01	\$ 110,866.55
2039	\$ 54,418.43	\$ 56,155.11	\$ 298.87	\$ 110,872.41
2040	\$ 57,052.28	\$ 53,521.25	\$ 304.85	\$ 110,878.38
2041	\$ 59,813.61	\$ 50,759.92	\$ 310.94	\$ 110,884.48
2042	\$ 62,708.59	\$ 47,864.94	\$ 317.16	\$ 110,890.70
2043	\$ 65,743.69	\$ 44,829.85	\$ 323.51	\$ 110,897.04
2044	\$ 68,925.68	\$ 41,647.85	\$ 329.98	\$ 110,903.51
2045	\$ 72,261.69	\$ 38,311.85	\$ 336.58	\$ 110,910.11
2046	\$ 75,759.15	\$ 34,814.39	\$ 343.31	\$ 110,916.84
2047	\$ 79,425.90	\$ 31,147.64	\$ 350.17	\$ 110,923.71
2048	\$ 83,270.11	\$ 27,303.43	\$ 357.18	\$ 110,930.71
2049	\$ 87,300.38	\$ 23,273.16	\$ 364.32	\$ 110,937.86
2050	\$ 91,525.72	\$ 19,047.82	\$ 371.61	\$ 110,945.14
2051	\$ 95,955.56	\$ 14,617.97	\$ 379.04	\$ 110,952.58
2052	\$ 100,599.81	\$ 9,973.72	\$ 386.62	\$ 110,960.16
2053	\$ 105,468.85	\$ 5,104.69	\$ 394.35	\$ 110,967.89
<b>Total</b>	<b>\$ 1,731,232.88</b>	<b>\$ 1,585,973.24</b>	<b>\$ 9,226.44</b>	<b>\$ 3,326,432.57</b>

**Notes:**

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs or other available offsets could increase or decrease the amounts shown.

2) Interest is calculated at 4.84% from the Trigger Date. Assumes the Trigger Date for collection of Improvement Area #1 Annual Installments will be met on or before July 31, 2023. Prior to the Trigger Date being met for the Improvement Area #1, the Improvement Area #1 will continue to pay its allocable share of Annual Collection Costs pro rata based on the then outstanding Assessment.

**CONSTELLATION LAKE PUBLIC IMPROVEMENT DISTRICT – FUTURE  
IMPROVEMENT AREA INITIAL PARCEL BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE CITY OF NEW FAIRVIEW, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_  
STREET ADDRESS

**FUTURE IMPROVEMENT AREA INITIAL PARCEL PRINCIPAL ASSESSMENT:  
\$38,028,767.12**

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Fairview, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *City of New Fairview Constellation Lake Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of New Fairview. The exact amount of each annual installment will be approved each year by the New Fairview City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of New Fairview.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.



---

<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

[SAMPLE]

[SAMPLE]

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

[SAMPLE]

[SAMPLE]

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

---

<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

[SAMPLE]

[SAMPLE]

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]³

---

<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.



<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - FUTURE IMPROVEMENT AREA INITIAL PARCEL

Annual Installments				Annual Collection		Total Annual
Due	Principal	Interest <sup>2</sup>		Costs		Installment <sup>1</sup>
2023	\$ -	\$ -	\$ -	\$ 4,782.29	\$ -	\$ 4,782.29
2024	\$ -	\$ -	\$ -	\$ 4,877.94	\$ -	\$ 4,877.94
2025	\$ 596,127.74	\$ 1,840,592.32	\$ -	\$ 4,975.49	\$ -	\$ 2,441,695.55
2026	\$ 624,383.26	\$ 1,811,739.74	\$ -	\$ 5,075.00	\$ -	\$ 2,441,198.00
2027	\$ 653,994.41	\$ 1,781,519.60	\$ -	\$ 5,176.50	\$ -	\$ 2,440,690.51
2028	\$ 685,026.56	\$ 1,749,866.26	\$ -	\$ 5,280.03	\$ -	\$ 2,440,172.85
2029	\$ 717,548.25	\$ 1,716,710.98	\$ -	\$ 5,385.63	\$ -	\$ 2,439,644.86
2030	\$ 751,631.30	\$ 1,681,981.64	\$ -	\$ 5,493.35	\$ -	\$ 2,439,106.29
2031	\$ 787,351.05	\$ 1,645,602.70	\$ -	\$ 5,603.21	\$ -	\$ 2,438,556.96
2032	\$ 824,786.45	\$ 1,607,494.90	\$ -	\$ 5,715.28	\$ -	\$ 2,437,996.63
2033	\$ 864,020.29	\$ 1,567,575.24	\$ -	\$ 5,829.58	\$ -	\$ 2,437,425.11
2034	\$ 905,139.33	\$ 1,525,756.66	\$ -	\$ 5,946.18	\$ -	\$ 2,436,842.17
2035	\$ 948,234.53	\$ 1,481,947.92	\$ -	\$ 6,065.10	\$ -	\$ 2,436,247.55
2036	\$ 993,401.27	\$ 1,436,053.36	\$ -	\$ 6,186.40	\$ -	\$ 2,435,641.03
2037	\$ 1,040,739.52	\$ 1,387,972.74	\$ -	\$ 6,310.13	\$ -	\$ 2,435,022.39
2038	\$ 1,090,354.09	\$ 1,337,600.94	\$ -	\$ 6,436.33	\$ -	\$ 2,434,391.36
2039	\$ 1,142,354.87	\$ 1,284,827.80	\$ -	\$ 6,565.06	\$ -	\$ 2,433,747.73
2040	\$ 1,196,857.05	\$ 1,229,537.84	\$ -	\$ 6,696.36	\$ -	\$ 2,433,091.25
2041	\$ 1,253,981.36	\$ 1,171,609.96	\$ -	\$ 6,830.29	\$ -	\$ 2,432,421.61
2042	\$ 1,313,854.43	\$ 1,110,917.26	\$ -	\$ 6,966.89	\$ -	\$ 2,431,738.58
2043	\$ 1,376,608.95	\$ 1,047,326.70	\$ -	\$ 7,106.23	\$ -	\$ 2,431,041.88
2044	\$ 1,442,384.07	\$ 980,698.82	\$ -	\$ 7,248.36	\$ -	\$ 2,430,331.25
2045	\$ 1,511,325.66	\$ 910,887.44	\$ -	\$ 7,393.32	\$ -	\$ 2,429,606.42
2046	\$ 1,583,586.63	\$ 837,739.28	\$ -	\$ 7,541.19	\$ -	\$ 2,428,867.10
2047	\$ 1,659,327.28	\$ 761,093.68	\$ -	\$ 7,692.01	\$ -	\$ 2,428,112.97
2048	\$ 1,738,715.68	\$ 680,782.24	\$ -	\$ 7,845.85	\$ -	\$ 2,427,343.77
2049	\$ 1,821,928.02	\$ 596,628.40	\$ -	\$ 8,002.77	\$ -	\$ 2,426,559.19
2050	\$ 1,909,148.99	\$ 508,447.08	\$ -	\$ 8,162.83	\$ -	\$ 2,425,758.90
2051	\$ 2,000,572.26	\$ 416,044.28	\$ -	\$ 8,326.08	\$ -	\$ 2,424,942.62
2052	\$ 2,096,400.83	\$ 319,216.58	\$ -	\$ 8,492.60	\$ -	\$ 2,424,110.01
2053	\$ 2,196,847.53	\$ 217,750.78	\$ -	\$ 8,662.46	\$ -	\$ 2,423,260.77
2054	\$ 2,302,135.46	\$ 111,423.36	\$ -	\$ 8,835.70	\$ -	\$ 2,422,394.52
<b>Total</b>	<b>\$ 38,028,767.12</b>	<b>\$ 34,757,346.50</b>	<b>\$ -</b>	<b>\$ 211,506.46</b>	<b>\$ -</b>	<b>\$ 72,997,620.08</b>

**Notes:**

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs or other available offsets could increase or decrease the amounts shown.

2) Interest is calculated at 4.84% from the Trigger Date. Assumes the Trigger Date for collection of Future Improvement Area Annual Installments will be met on or before July 31, 2024. Prior to the Trigger Date being met for the Future Improvement Area, the Future Improvement Area will continue to pay its allocable share of Annual Collection Costs pro rata based on the then outstanding Assessment.



**CONSTELLATION LAKE PUBLIC IMPROVEMENT DISTRICT – LOT TYPE SINGLE  
FAMILY BUYER DISCLOSURE**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.



AFTER RECORDING<sup>1</sup> RETURN TO:

\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO  
THE CITY OF NEW FAIRVIEW, TEXAS  
CONCERNING THE FOLLOWING PROPERTY

\_\_\_\_\_  
[SAMPLE]  
\_\_\_\_\_  
STREET ADDRESS

**LOT TYPE SINGLE FAMILY PRINCIPAL ASSESSMENT: \$19,452.05**

As the purchaser of the real property described above, you are obligated to pay assessments to City of New Fairview, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *City of New Fairview Constellation Lake Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from City of New Fairview. The exact amount of each annual installment will be approved each year by the New Fairview City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of New Fairview.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

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<sup>1</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

[SAMPLE]

[SAMPLE]

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

[SAMPLE]

[SAMPLE]

\_\_\_\_\_  
SIGNATURE OF SELLER

\_\_\_\_\_  
SIGNATURE OF SELLER]<sup>2</sup>

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<sup>2</sup> To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

[SAMPLE]

[SAMPLE]

\_\_\_\_\_  
SIGNATURE OF PURCHASER

\_\_\_\_\_  
SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF \_\_\_\_\_

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_ and \_\_\_\_\_, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this \_\_\_\_\_, 20\_\_.

Notary Public, State of Texas]<sup>3</sup>

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<sup>3</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.





<sup>4</sup> To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

## ANNUAL INSTALLMENTS - LOT TYPE SINGLE FAMILY

Annual Installments Due	Principal	Interest <sup>2</sup>	Annual Collection Costs	Total Annual Installment <sup>1</sup>
Year 1	\$ 300.92	\$ 941.48	\$ 2.50	\$ 1,244.89
Year 2	\$ 315.48	\$ 926.91	\$ 2.55	\$ 1,244.94
Year 3	\$ 330.75	\$ 911.65	\$ 2.60	\$ 1,245.00
Year 4	\$ 346.76	\$ 895.64	\$ 2.65	\$ 1,245.05
Year 5	\$ 363.55	\$ 878.85	\$ 2.70	\$ 1,245.10
Year 6	\$ 381.14	\$ 861.26	\$ 2.75	\$ 1,245.15
Year 7	\$ 399.59	\$ 842.81	\$ 2.81	\$ 1,245.21
Year 8	\$ 418.93	\$ 823.47	\$ 2.87	\$ 1,245.27
Year 9	\$ 439.20	\$ 803.19	\$ 2.92	\$ 1,245.32
Year 10	\$ 460.46	\$ 781.94	\$ 2.98	\$ 1,245.38
Year 11	\$ 482.75	\$ 759.65	\$ 3.04	\$ 1,245.44
Year 12	\$ 506.11	\$ 736.29	\$ 3.10	\$ 1,245.50
Year 13	\$ 530.61	\$ 711.79	\$ 3.16	\$ 1,245.56
Year 14	\$ 556.29	\$ 686.11	\$ 3.23	\$ 1,245.63
Year 15	\$ 583.22	\$ 659.18	\$ 3.29	\$ 1,245.69
Year 16	\$ 611.44	\$ 630.96	\$ 3.36	\$ 1,245.76
Year 17	\$ 641.04	\$ 601.36	\$ 3.43	\$ 1,245.82
Year 18	\$ 672.06	\$ 570.34	\$ 3.49	\$ 1,245.89
Year 19	\$ 704.59	\$ 537.81	\$ 3.56	\$ 1,245.96
Year 20	\$ 738.69	\$ 503.71	\$ 3.63	\$ 1,246.03
Year 21	\$ 774.45	\$ 467.95	\$ 3.71	\$ 1,246.11
Year 22	\$ 811.93	\$ 430.47	\$ 3.78	\$ 1,246.18
Year 23	\$ 851.23	\$ 391.17	\$ 3.86	\$ 1,246.26
Year 24	\$ 892.43	\$ 349.97	\$ 3.93	\$ 1,246.33
Year 25	\$ 935.62	\$ 306.78	\$ 4.01	\$ 1,246.41
Year 26	\$ 980.90	\$ 261.50	\$ 4.09	\$ 1,246.49
Year 27	\$ 1,028.38	\$ 214.02	\$ 4.18	\$ 1,246.57
Year 28	\$ 1,078.15	\$ 164.25	\$ 4.26	\$ 1,246.66
Year 29	\$ 1,130.33	\$ 112.06	\$ 4.34	\$ 1,246.74
Year 30	\$ 1,185.04	\$ 57.36	\$ 4.43	\$ 1,246.83
<b>Total</b>	<b>\$ 19,452.05</b>	<b>\$ 17,819.92</b>	<b>\$ 101.22</b>	<b>\$ 37,373.20</b>

**Notes:**

1) The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs or other available offsets could increase or decrease the amounts shown.

2) Interest is calculated at 4.84% from the Trigger Date. **Table is shown for illustrative purposes only, and is subject to change pending the actual Trigger Date for each Improvement Area.**

**ORDINANCE NO. 202208-01-241**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS APPROVING THE ANNUAL SERVICE PLAN UPDATE TO THE SERVICE AND ASSESSMENT PLAN, INCLUDING THE ASSESSMENT ROLL, FOR THE CITY OF NEW FAIRVIEW CONSTELLATION LAKE PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on April 6, 2020, after notice and a public hearing in the manner required by law, the City Council (the "City Council") of the City of New Fairview, Texas (the "City") passed and approved Resolution No. 2020-009-099 authorizing the creation of the City of New Fairview Constellation Lake Public Improvement District (the "District") pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"); and

**WHEREAS**, pursuant to the PID Act, and after publishing and mailing the required notices, the City Council opened a public hearing on April 20, 2020, regarding the levy of special assessments against certain benefitted property located within the District, and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2020-07-202 (the "Assessment Ordinance") on April 20, 2020; and

**WHEREAS**, in the Assessment Ordinance, the City Council approved and accepted the "City of New Fairview Constellation Lake Public Improvement District Service and Assessment Plan", dated April 20, 2020, (the "Service and Assessment Plan") and levied the Assessments against benefitted property within the District as shown on the Assessment Roll; and

**WHEREAS**, the PID Act requires the Service and Assessment Plan must cover a period of at least five years and must also define the annual indebtedness and projected costs for improvements and such Service and Assessment Plan must be reviewed and updated annually for the purposes of determining the annual budget for improvements; and

**WHEREAS**, the City Council has received the "City of New Fairview Constellation Lake Public Improvement District 2022 Annual Service Plan Update" (the "Annual Service Plan Update") which includes the updated Assessment Roll and now desires to proceed with the adoption of this Ordinance which approves and adopts the Annual Service Plan Update and updated Assessment Roll for District as required by the PID Act.

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

**Section 1. Terms.** Terms not otherwise defined herein are defined in the Service and Assessment Plan.

**Section 2. Findings.** That the recitals and findings in the Recitals of this Ordinance are hereby found and determined to be true and correct and constitute the legislative findings and determinations of the City Council.

**Section 3. Assessment Plan.** The Annual Service Plan Update, including the updated Assessment Roll contained therein, in the form attached as **Exhibit A** is hereby approved and the same is incorporated as part of this Ordinance as if fully set forth in the body of this Ordinance.

**Section 4. Severability.** If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the governing body of the City in adopting this Ordinance that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

**Section 5. Filing in Land Records.** The City Secretary is directed to cause a copy of this Ordinance, including the 2022 Annual Service Plan Update, to be recorded in the real property records of Denton County, Texas, on or before August 8, 2022. The City Secretary is further directed to similarly file each Annual Service Plan Update approved by the City Council, with each such filing to occur within seven days of the date each respective Annual Service Plan Update is approved.

**Section 6. Effective Date.** This Ordinance shall take effect immediately from and after its passage in accordance with applicable law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS, THE 1<sup>ST</sup> DAY OF AUGUST 2022.**

CITY OF NEW FAIRVIEW

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John Taylor, Mayor

ATTEST:

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Brooke Boller, City Secretary

**Exhibit A**

**2022 Annual Service Plan Update**

*[Remainder of page left intentionally blank.]*



## CITY COUNCIL AGENDA MEMO

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Prepared By: Susan Greenwood, Court Administrator/Assist City Secretary

August 1, 2022

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### Participation in the Failure to Appear Program

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#### **DESCRIPTION:**

Receive, consider, and act on a Resolution to enter into an Interlocal Cooperative Agreement with the Texas Department of Public Safety for participating in the Failure to Appear program.

#### **BACKGROUND INFORMATION:**

The Failure to Appear Program was authorized by the Texas Legislature in 1995 and the Texas Department of Public Safety was assigned responsibility for the administration of the program. In 1996, TDPS selected OmniBase as the initial vendor for the program, after a competitive procurement. Accordingly, OmniBase is the only company to administer the FTA program and has been included in each of the enhancements to the program since it was first authorized.

OmniBase Services of Texas maintains and administers the central database for the cities and counties contracted to use the Department of Public Safety's Failure to Appear Program. The FTA program as authorized by Chapter 706 of the Texas Transportation Code, provides an effective collection and enforcement tool by restricting the violator's ability to renew their driver's license for outstanding violations. ([www.omnibase.com](http://www.omnibase.com))

Under the Failure to Appear / Failure to Pay Program, the Department may deny the renewal of a driver license if they have failed to appear for a citation or failed to satisfy a judgment ordering the payment of a fine. Their driver's license may be denied renewal until the reported citations or violations are cleared and reported by the court(s) to the Department.

A single defendant can be listed in the Omnibase system by more than one participating agency (court office). If this occurs, the defendant will not be able to renew their license until all listing agencies have been satisfied. Omnibase and the Texas DPS also reports "Omni Holds" to other States that are members of the Interstate Violators Compact. This means that a person with "Omni Holds" will also be unable to obtain a Driver's License in another State.

Staff recommends approval of the resolution.

**FINANCIAL CONSIDERATION:**

None

**RECOMMENDED MOTIONS:**

Move to **Approve/Deny** a Resolution to enter into an Interlocal Cooperative Agreement with the Texas Department of Public Safety for participating in the Failure to Appear program.

**ATTACHMENT(S):**

1. FTA Interlocal Cooperative Agreement
2. Resolution 202208-02-301



**Interlocal Cooperation Contract  
Failure to Appear (FTA) Program**

State of Tex  
County of Wise

**I. PARTIES AND AUTHORITY**

This Interlocal Cooperation Contract (Contract) is entered into between the Department of Public Safety of the State of Texas (DPS), an agency of the State of Texas and the The City New Fairview (on behalf of its Municipal Court of the City of New Fairview), a political subdivision of the State of Texas, referred to collectively in this Contract as the Parties, under the authority granted in Tex. Transp. Code Chapter 706 and Tex. Gov't Code Chapter 791 (the Interlocal Cooperation Act).

**II. BACKGROUND**

As permitted under Tex. Transp. Code § 706.008, DPS contracts with a private vendor (Vendor) to provide and establish an automated FTA system that accurately stores information regarding violators subject to the provisions of Tex. Transp. Code Chapter 706. DPS uses the FTA system to properly deny renewal of a driver license to a person who is the subject of an FTA system entry.

**III. PURPOSE**

This Contract applies to each FTA Report submitted by the Court to DPS or its Vendor and accepted by DPS or its Vendor.

Court will supply information to DPS, through its Vendor, that is necessary to deny renewal of the driver license of a person who fails to appear for a complaint or citation or fails to pay or satisfy a judgment ordering payment of a fine and cost in the manner ordered by the Court in a matter involving any offense that Court has jurisdiction of under Tex. Code Crim. Proc. Chapter 4.

**IV. PERIOD OF PERFORMANCE**

This Contract will be effective on the date of fully executed and terminate five years from that execution date unless terminated earlier in accordance with Section VII.C, *General Terms and Conditions, Termination*.

**V. COURT RESPONSIBILITIES**

**A. Written warnings**

A peace officer authorized to issue citations within the jurisdiction of the Court must issue a written warning to each person to whom the officer issues a citation for a traffic law violation. This warning must be provided in addition to any other warnings required by law. The warning must state in substance that if the person fails to appear in court for the

prosecution of the offense or if the person fails to pay or satisfy a judgment ordering the payment of a fine and cost in the manner ordered by the Court, the person may be denied renewal of the person's driver license. The written warning may be printed on the citation or on a separate instrument.

#### **B. FTA Report**

An FTA Report is a notice sent by Court requesting a person be denied renewal in accordance with this Contract. The Court may submit an FTA Report to Vendor if a person fails to appear or fails to pay or satisfy a judgment as required by law. There is no requirement that a criminal warrant be issued in response to the person's failure to appear. The Court must make reasonable efforts to ensure that all FTA Reports are accurate, complete, and non-duplicative. The FTA Report must include the following information:

1. the jurisdiction in which the alleged offense occurred;
2. the name of the court submitting the report;
3. the name, date of birth, and Texas driver license number of the person who failed to appear or failed to pay or satisfy a judgment;
4. the date of the alleged violation;
5. a brief description of the alleged violation;
6. a statement that the person failed to appear or failed to pay or satisfy a judgment as required by law;
7. the date that the person failed to appear or failed to pay or satisfy a judgment; and
8. any other information required by DPS.

#### **C. Clearance Reports**

The Court that files the FTA Report has a continuing obligation to review the FTA Report and promptly submit appropriate additional information or reports to the Vendor. The clearance report must identify the person, state whether or not a fee was required, and advise DPS to lift the denial of renewal and state the grounds for the action. All clearance reports must be submitted immediately, but no later than two business days, from the time and date that the Court receives appropriate payment or other information that satisfies the person's obligation to that Court.

To the extent that a Court uses the FTA system by submitting an FTA Report, the Court must collect the statutorily required \$10.00 reimbursement fee. If the person is acquitted of the underlying offense for which the original FTA Report was filed, the Court will not require payment of the reimbursement fee.

Court must submit a clearance report for the following circumstances:

1. the perfection of an appeal of the case for which the warrant of arrest was issued or judgment arose;
2. the dismissal of the charge for which the warrant of arrest was issued or judgment arose;
3. the posting of a bond or the giving of other security to reinstate the charge for which the warrant was issued;

4. the payment or discharge of the fine and cost owed on an outstanding judgment of the Court; or
5. other suitable arrangement to pay the fine and cost within the Court's discretion.

DPS will not continue to deny renewal of the person's driver license after receiving notice from the Court that the FTA Report was submitted in error or has been destroyed in accordance with the Court's record retention policy.

**D. Quarterly Reports and Audits**

Court must submit quarterly reports to DPS in a format established by DPS.

Court is subject to audit and inspection at any time during normal business hours and at a mutually agreed upon location by the state auditor, DPS, and any other department or agency, responsible for determining that the Parties have complied with the applicable laws. Court must provide all reasonable facilities and assistance for the safe and convenient performance of any audit or inspection.

Court must correct any non-conforming transactions performed by the Court, at its own cost, until acceptable to DPS.

Court must keep all records and documents regarding this Contract for the term of this Contract and for seven years after the termination of this Contract.

**E. Accounting Procedures**

Court must keep separate, accurate, and complete records of the funds collected and disbursed and must deposit the funds in the appropriate municipal or county treasury. Court may deposit such fees in an interest-bearing account and retain the interest earned on such accounts for the Court.

Court will allocate \$6.00 of each \$10.00 reimbursement fee received for payment to the Vendor and \$4.00 for credit to the general fund of the municipal or county treasury.

**F. Non-Waiver of Fees**

Court will not waive the \$10.00 reimbursement fee for any person that has been submitted on an FTA Report, unless any of the requirements in Tex. Trans. Code § 706.006 are met.

Failure to comply with this section will result in: (i) termination of this Contract for cause; and (ii) the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**G. Litigation Notice**

The Court must make a good-faith attempt to immediately notify DPS in the event that the Court becomes aware of litigation in which this Contract or Tex. Transp. Code Chapter 706 is subject to constitutional, statutory, or common-law challenge, or is struck down by judicial decision.

**VI. PAYMENTS TO VENDOR**

Court must pay the Vendor a fee of \$6.00 per person for each violation that has been reported to the Vendor and for which the Court has subsequently collected the statutorily required \$10.00 reimbursement fee. In the event that the fee has been waived by Tex. Trans. Code § 706.006, no payment will be made to the Vendor or required of the Court.

Court agrees that payment will be made to the Vendor no later than the last day of the month following the close of the calendar quarter in which the payment was received by the Court.

DPS will not pay Vendor for any fees collected by Court.

**VII. GENERAL TERMS AND CONDITIONS**

- A. **Compliance with Law.** The Court understands and agrees that it will comply with all local, state, and federal laws in the performance of this Contract, including administrative rules adopted by DPS.
- B. **Notice.** The respective party will send the other party notice as noted in this section.

Court	Department of Public Safety
City of New Fairview	Enforcement & Compliance Service 5805 North Lamar Blvd. Austin, Texas 78752-0001 (512) 424-5311 [fax] <a href="mailto:Driver.Improvement@dps.texas.gov">Driver.Improvement@dps.texas.gov</a> (512) 424-7172
Attn.: Susan Greenwood	
Address: 999 Illinois Lane	
Address: New Fairview, TX 76019	
Fax:	
Email: susan@newfairview.org	
Phone: 817 638 5366 ext 1008	

- C. **Termination.** Either party may terminate this Contract with 30 days' written notice. DPS may also terminate this Contract for cause if Court doesn't comply with Section V.F., *Non-Waiver of Fees*. After termination, the Court has a continuing obligation to report dispositions and collect fees for all violators in the FTA system at the time of termination. Failure to comply with the continuing obligation to report will result in the removal of all outstanding entries of the Court in the FTA Report, resulting in the lifting of any denied driver license renewal status from DPS.

**VIII. CERTIFICATIONS**

The Parties certify that (1) the Contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the Parties are stated within the Contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**Court\***

**Department of Public Safety**

\_\_\_\_\_  
**Authorized Signatory**

\_\_\_\_\_  
**Driver License Division Chief or Designee**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\*An additional page may be attached if more than one signature is required to execute this Contract on behalf of the Court. Each signature block must contain the person's title and date.

**CITY OF NEW FAIRVIEW, TEXAS  
RESOLUTION NO. 222208-02-301**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS APPROVING AN INTERLOCAL COOPERATION CONTRACT BY AND BETWEEN THE TEXAS DEPARTMENT OF PUBLIC SAFETY (“TXDPS”) AND THE CITY OF NEW FAIRVIEW FOR THE IMPLEMENTATION OF THE FAILURE TO APPEAR PROGRAM; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ALL ACTION NECESSARY TO COMPLY WITH THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of New Fairview, Texas (the “City”) desires to execute an Interlocal Cooperation Contract between the Texas Department of Public Safety (“TXDPS”) and the City for the implementation of the Failure to Appear Program in the Municipal Court of for the City of New Fairview, as shown in Exhibit “A,” which is attached for all purposes.

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

SECTION 1. The above and foregoing premises are true and correct and are incorporated herein and made part hereof for all purposes.

SECTION 2. That the attached Exhibit “A” Interlocal Cooperation Contract by and between TXDPS and the City of New Fairview is hereby approved, and the City Manager is authorized to enter into the Agreement.

SECTION 3. This Resolution shall take effect immediately from and after its passage.

PRESENTED AND PASSED by the City Council of the City of New Fairview, Texas, this the 1<sup>st</sup> day of August 2022.

\_\_\_\_\_  
John Taylor, Mayor

ATTEST:

\_\_\_\_\_  
Brooke Boller, City Secretary

# **Exhibit A**



## CITY COUNCIL AGENDA MEMO

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Prepared By: John Cabrales Jr, City Administrator

August 1, 2022

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### Multipurpose Building Improvements

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#### **DESCRIPTION:**

Receive, consider, and act on a Resolution authorizing the City Administrator to enter into a contract for improvements to the Multipurpose Building at the municipal complex.

#### **BACKGROUND INFORMATION:**

The construction of the current City Hall and the Multipurpose Building began in 2009 and was completed in October 2019. In accordance with Texas Government Code, Chapter 469.105, and TDLR Administrative Rule 68.52, the owner of a building or facility subject to compliance with Chapter 469 shall obtain an inspection to verify compliance with the Texas Accessibility Standards (TAS) not later than the first anniversary of the completion of construction. The City's City Hall and Multipurpose Building are subject to such inspection.

On August 9, 2021, TDLR notified the City that we were overdue for inspection. The City request the required inspection December 14, 2021.

The result of the TDLR inspection showed that the facilities were out of TAS compliance regarding the below:

- Sink and countertop height in City Hall breakroom and in the Multipurpose Building kitchen.
- Height of the mirrors in all restrooms.
- Lack of paved handicap parking space for Multipurpose Building
- Lack of sidewalk connecting handicap parking to the side door entrance of the Multipurpose Building.
- Lack of proper height and slope to the main city hall entrance, main multipurpose building entrance and the multipurpose office and/or side door entrance.



Staff has been working on making the repairs needed to bring the facilities into compliance with the Texas Accessibility Standards Inspection.

As part of that process, City staff has already performed the following work to meet the TDLR requirements: Handles have been installed on stall doors in the city hall bathrooms, the mirror has been lowered in the men's city hall restroom, cabinet has been removed next to the office entry door at city hall to provide adequate distance. These repairs and improvements were performed in-house, and few more are left.

Additionally, City staff obtained three quotes for the concrete work needed for the handicap parking and for the sidewalk in front of the Multipurpose Building. Staff had also included in the request for quotes, the installation of four concrete ramps to the rear bay doors in the Multipurpose Building. This work is needed to allow East Wise Fire and Rescue, Wise County EMS and our Public Works Department to pull heavy equipment through the bays instead of having to back up into the bays. Staff is in the process of laying down base and millings to the back side of the Multipurpose Building to allow this heavy equipment to drive behind the building and into the bays through the rear doors.

Of the three quotes, the low quote is from Innovative Design Partners, LLC, a New Fairview company, for the amount of \$18,187.50. There are funds available in the current year budget to pay for this work.

Staff recommends approval of the resolution.

### **FINANCIAL CONSIDERATION:**

The low quote for the project is \$18,187.50

### **RECOMMENDED MOTIONS:**

I move to **Approve/Deny** a Resolution authorizing the City Administrator to enter into a contract for improvements to the Multipurpose Building at the municipal complex.

### **ATTACHMENT(S):**

1. TDL Notice
2. Quotes
3. Resolution 2022



# Texas Department of Licensing and Regulation

## Architectural Barriers Project Details Page

Project #: EABPRJA9813971

Registration Date: 6/18/2009

<https://www.tdlr.texas.gov/TABS/Projects/EABPRJA9813971>

### PROJECT

**Project Name:** NEW CITY HALL AND FIRE STATION  
**Project Number:** EABPRJA9813971  
**Facility Name:** NEW CITY HALL AND FIRE STATION  
**Location Address:** 999 ILLINOIS LANE  
Rhome, TX 76078  
**Location County:** Wise  
**Start Date:** 8/1/2009  
**Completion Date:** 10/3/2019  
**Estimated Cost:** \$1,500,000  
**Type of Work:** New Construction  
**Type of Funds:** This project involves public funds, public land, or is a Federally funded roadway project.  
**Scope of Work:** New 4 Bay Fire Station & City Offices. Approx 14,000 sqft, with Community Room with Kitchen; Council Chamber,  
**Square Footage:** Unknown  
**Are the private funds provided by the tenant?** Not available  
**Current Status:** Review Complete

### PERSON FILING FORM

**Contact Name:** Conversion Team

### RAS

Not Assigned

### OWNER

**Owner Name:** CITY OF NEW FAIRVIEW  
**Owner Address:** CITY OF NEW FAIRVIEW 999 ILLINOIS LANE  
RHOME, TX 76078  
**Owner Phone:** (817) 638-5366  
**Contact Name:**

### TENANT

Not Assigned

### DESIGN FIRM

**Design Firm Name:** BYRON FOLSE ASSOCIATES INC  
**Design Firm Address:** BYRON T FOLSE 2275 WESTPARK COURT #200  
EULESS, TX 76040  
**Design Firm Phone:** (817) 267-3596

Registered accessibility specialists (RAS) set and collect the fees for their services. Contact the RAS directly if you have questions about their performing plan review or inspection services.

In accordance with 16 TEX. ADMIN. CODE §68.52, the owner of a building or facility must obtain an inspection from a RAS no later than the first anniversary of the completion of construction. A request for inspection must be made by submitting a written request for inspection to the RAS no later than 30 calendar days after the completion of construction.



**TEXAS DEPARTMENT OF LICENSING AND REGULATION**

*Regulatory Program Management Division/Architectural Barriers Program*  
*P. O. Box 12157 • Austin, Texas 78711 • (512) 539-5669 • (877) 278-0999*  
*Fax: (512) 539-5690 • [techinfo@tdlr.texas.gov](mailto:techinfo@tdlr.texas.gov) • [www.tdlr.texas.gov](http://www.tdlr.texas.gov)*

08/09/2021

CITY OF NEW FAIRVIEW  
CITY OF NEW FAIRVIEW  
999 ILLINOIS LANE  
RHOME TX 76078

RE: Project Name: NEW CITY HALL AND FIRE STATION  
Facility Name: 999 ILLINOIS LANE  
Address: Rhome TX 76078  
Project Number: EABPRJA9813971

**Notice of Inspection Overdue**

Attention Building Owner,

Our records show that the project number listed above was completed more than a year ago. Unfortunately, we have no record that the required inspection of the facility has occurred as required.

You are required to have a site inspection no later than the first anniversary of the date of completion per the Texas Architectural Barriers Act (TABAA), Tex. Gov. Code §§469.101 and 469.105 in order to ensure compliance with the Texas Accessibility Standards (TAS).

**You must complete the section below and return this notice to TDLR within 30 days from the date of this notice.** Failure to comply or satisfy the requirements before the deadline could result in our forwarding this issue to our Enforcement Division to impose possible administrative penalties of up to \$5,000 per violation, per day not corrected and/or sanctions against you.

Check one of the following:

- RAS\* [name] \_\_\_\_\_ TDLR License Number \_\_\_\_\_ will inspect this project.; or
- The referenced project is incomplete. The new estimated completion date is \_\_\_/\_\_\_/\_\_\_; or
- The referenced project was canceled. The project was not and will NOT be constructed; or
- The ownership of this building/facility has changed.

Owner Name (Printed): \_\_\_\_\_ Date: \_\_\_\_\_, Phone: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Email address: \_\_\_\_\_  
(please print)

Please include the project number listed above on all correspondence related to this project. Please visit the TDLR website at [www.tdlr.texas.gov](http://www.tdlr.texas.gov) or contact the EAB Division at [techinfo@tdlr.texas.gov](mailto:techinfo@tdlr.texas.gov) or call us at 512-539-5669.

\*The RAS must have an active license with TDLR. This notice is NOT considered a request for inspection. We will not send this notice to the RAS. You must contact the RAS directly to arrange for an inspection.



**Innovative Design Partners, LLC**  
 2058 N Kimball Ave  
 Southlake, TX 76092 US  
 +1 6824773096  
 info@idp-llc.com

# Estimate

**ADDRESS**

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

**ESTIMATE # 10335.2**

**DATE 07/07/2022**

PROJECT DETAILS	SF/LF/QT	UNIT PRICE	AMOUNT
<b>4" Concrete   Broom</b> 4" Concrete   Broom Finish   3,000 PSI minimum New concrete area(s) to the west and south of MPB (includes ADA ramps as required)	1,150	8.25	9,487.50
<b>4" Concrete   Broom</b> 4" Concrete   Broom Finish   3,000 PSI minimum 4 new concrete ramps at the north side of MPB	1,200	7.25	8,700.00
<b>Sales</b> Mobilization Charge (no charge if on-site tractor can be utilized)			
<b>Note(s)</b> Special Note(s): 1. Square Footage is subject to field verification, which may alter (+/-) the overall estimate value. 2. Concrete is provided by pre-selected & pre-negotiated pricing structure by the city public works administrator. Quality of the concrete is the sole responsibility of the city public works administrator. 3. Payment Terms: 50% prior to start   50% at completion date		0.00	0.00

Project Location:  
 City of New Fairview  
 999 Illinois Lane  
 New Fairview, Texas 76078

**TOTAL**

**\$18,187.50**

Accepted By

Accepted Date

# Texas Tiger Concrete Construction

7408 Innis Brook In, Fort Worth, TX, 76179  
682-429-6006

## Bid

Date: 05/19/ 2022

Project site: New Fairview

Item Description		Amount
Paving 1 Area Sqft 1,080 \$7.50		\$8,100.00
Mobilization \$500.00		\$500.00
ADA demo 2 Area \$900.00		\$900.00
Added sq ft 1200 @ \$7.50		\$9,000.00
Subtotal		\$18,500.00
Exclusions		
No haul-off		
Tax Rate		
Other Costs		
<b>Total Cost</b>		<b>\$18,500.00</b>

Make all checks payable to Texas Tiger Concrete Construction Inc

If you have any questions concerning this bid/invoice, use the following contact information:

Gina Rubio, 682-429-6006, [Texastigerconcrete@gmail.com](mailto:Texastigerconcrete@gmail.com)

CDP Concrete Solutions, LLC  
US-377 and Keith Road  
Argyle, TX 76226 US  
info@cdpenvironmental.com  
www.cdpenvironmental.com



## Estimate

ESTIMATE # 1149  
DATE 07/09/2022

### ADDRESS

City of New Fairview, Tx  
999 Illinois Lane  
New Fairview, Texas 76078

ACTIVITY	QTY	RATE	AMOUNT
<b>4" Concrete   Broom</b>	1,080	8.75	9,450.00
4" Concrete   Broom Finish   3,000 PSI minimum New Concrete Paving			
<b>Sales</b>	2	750.00	1,500.00
ADA Demo			
<b>4" Concrete   Broom</b>	1,200	8.75	10,500.00
4" Concrete   Broom Finish   3,000 PSI minimum New Concrete Ramps			
<b>Sales</b>	1	750.00	750.00
Mobilization Charge			

City of New Fairview, Texas  
Ramps & Paving Project

TOTAL

**\$22,200.00**

Accepted By

Accepted Date

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

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH ARNE WEISMAN, D/B/A INNOVATIVE DESIGN PARTNERS FOR THE IMPROVEMENTS AT NEW FAIRVIEW CITY HALL AND NEW FAIRVIEW MULTIPURPOSE BUILDING AND MAKING CERTAIN FINDINGS RELATED THERETO.**

**WHEREAS**, the City of New Fairview commenced construction of the current City Hall and the Multipurpose Building in in 2009, completing the former in October 2019 and completing construction of the latter earlier this year (the “Project”); and

**WHEREAS**, the City desires that City facilities and its public buildings fully comply with the Texas Accessibility Standards, and be fully accessible to all; and

**WHEREAS**, the remaining work after state inspection to help achieve this goal remains, paving handicap parking spaces for the municipal Multipurpose Building, pouring sidewalks connecting handicap parking to the side door entrance of the Multipurpose Building, modifying the height and slope to the main city hall entrance, main multipurpose building entrance and the multipurpose office and/or side door entrances; and

**WHEREAS**, the Council approved the Multipurpose building to support Wise County EMS #4, a project constructed utilizing a combination of city forces and private contractor; and

**WHEREAS**, City staff has now fully completed the work they are able to perform in-house; and the Municipal Complex requires construction f forms and pouring of concrete to create ramps to the rear bay doors in the Multipurpose Building. This work is needed to allow East Wise Fire and Rescue, Wise County EMS and the City’s Public Works Department to pull heavy equipment through the bays.

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

**Section 1. Findings.** The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Authorization.** The City Manager is hereby authorized to finalize negotiations and execute an agreement with Arne Weisman, d/b/a Innovative Design Partners, in the amount of \$18,187.50 in support of The Project, consisting of paving and entryway Improvements to the City of New Fairview Municipal complex, said agreement in final form as approved by the City Attorney.

**Section 3. Project Change Orders.** Through the approval of this Resolution, the City Manager is further authorized to approve project contract change orders in a total amount not to exceed 5% of the approved contract as stated above.

**Section 4. Open Meetings.** The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open

Meetings Act, Chapter 551, Texas Government Code, as amended.

**Section 5.** This Resolution shall take effect immediately upon passage.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of August, 2022

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JOHN TAYLOR, Mayor

ATTEST:

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BROOKE BOLLER, City Secretary





## CITY COUNCIL AGENDA MEMO

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Prepared By: John Cabrales Jr, City Administrator

August 1, 2022

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### Amending Chapter 8 "General Offenses" to Establish Child Safety Zones

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#### **DESCRIPTION:**

Receive, consider, and act on an Ordinance amending Chapter 8 "General Offenses and Additional Provisions," of the New Fairview City Code, adding a new Article 8.06, establishing Child Safety Zones and distance restrictions for registered sex offenders.

#### **BACKGROUND INFORMATION:**

Section 341.906 to Chapter 341 of the Local Government Code, expressly authorizes the governing body of general-law municipality to restrict registered sex offenders from being within a specified distance of a child safety zone in the municipality. The City Council recently authorized the creation of a city park and playground, and discussed wanting to provide protections for children at this park from registered sex offenders.

Therefore, the City Council can establish the statutory child safety zones and distance restrictions for registered sex offenders in order to protect the health, safety, and welfare of its residents. This can be done by amending Chapter 8 "General Offenses" of the New Fairview City Code and adding a new Article 8.06 "Child Safety Zones and Distance Restrictions for Registered Sex Offenders" to read as follows:

"ARTICLE 8.06: CHILD SAFETY ZONES AND DISTANCE RESTRICTIONS FOR REGISTERED SEX OFFENDERS

§ 8.06.01      DEFINITIONS.

For the purposes of this Chapter, the following terms, words, and the derivations thereof shall have the meanings given herein.

CHILD SAFETY ZONE. A premise where children commonly gather. The term includes a school, day-care facility, playground, public or private youth center, public swimming pool, video arcade

facility, or other facility that regularly holds events primarily for children. The term does not include a church, as defined by Section 544.251, Insurance Code.

PLAYGROUND, PREMISE, SCHOOL, VIDEO ARCADE FACILITY, AND YOUTH CENTER. Have the meanings assigned by Section 481.134, Health and Safety Code.

REGISTERED SEX OFFENDER. An individual who is required to register as a sex offender under Chapter 62, Code of Criminal Procedure.

§ 8.06.02 OFFENSE.

It is unlawful for a registered sex offender to go in, on, or within 1,000 feet of a child safety zone in the City of New Fairview.

§ 8.06.03 MEASUREMENTS; MAP.

(A) For the purposes of measuring the distance restriction of this Chapter, the requirement shall be measured by following a straight line from the outer property line of the child safety zone property.

(B) A map depicting the child safety zones in the City shall be created by the City and maintained by the City. The City shall review the map annually for changes. Said map will be available to the public on the City's website.

§ 8.07.04 CULPABLE MENTAL STATE NOT REQUIRED.

Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this Chapter.

§ 8.07.005 AFFIRMATIVE DEFENSE.

It is an affirmative defense to prosecution of an offense under this Chapter that the registered sex offender was in, on, or within 1,000 feet of a child safety zone for a legitimate purpose, including transportation of a child that the registered sex offender is legally permitted to be with, transportation to and from work, and other work related purposes.

§ 8.07.006 EXEMPTIONS.

(A) A registered sex offender who established residency in a residence located within 1,000 feet of a child safety zone before August 1, 2022, is exempt from the application of this Chapter; however, the exemption only applies:

- (1) to areas necessary for the registered sex offender to have access to and live in the residence; and

(2) to the period the registered sex offender maintains residency in such residence.

(B) A registered sex offender may seek an exemption from the application of this Chapter by submitting a request in writing to the City Administrator specifying the background, reason, and scope of the requested exemption. The City Administrator may seek additional information from the requestor and shall issue a written determination on the requested exemption within ten (10) business days from the filing of the request. The requestor may appeal to the City Council from the determination of the City Administrator by filing such appeal request in writing to the City Secretary within ten (10) business of the City Administrator's determination."

### SECTION 3. PENALTY

Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Five Hundred Dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues. The penal provisions imposed under this Ordinance shall not preclude the City of New Fairview from filing suit to enjoin the violation. The City of New Fairview retains all legal rights and remedies available to it pursuant to local, state and federal law

### SECTION 4: SAVINGS/REPEALING

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Staff recommends approval of the Ordinance.

### **FINANCIAL CONSIDERATION:**

None

### **RECOMMENDED MOTIONS:**

I move to **Approve/Deny** an Ordinance amending Chapter 8 "General Offenses and Additional Provisions," of the New Fairview City Code, adding a new Article 8.06, establishing Child Safety Zones and distance restrictions for registered sex offenders.

### **ATTACHMENT(S):**

1. Ordinance 202208-02-242

**ORDINANCE NO 202208-02-242**

**AN ORDINANCE AMENDING CHAPTER 8 "GENERAL OFFENSES AND ADDITIONAL PROVISIONS," OF THE NEW FAIRVIEW CITY CODE, ADDING A NEW ARTICLE 8.06, ESTABLISHING CHILD SAFETY ZONES AND DISTANCE RESTRICTIONS FOR REGISTERED SEX OFFENDERS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR GOVERNMENTAL IMMUNITY; PROVIDING FOR INJUNCTIONS; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of New Fairview, Texas, is a Type A general law municipality located in Cooke County, created in accordance with Chapter 6 of the Local Government Code, and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the City Council of the City of New Fairview finds and declares that sex offenders are a serious threat to public safety; and

**WHEREAS**, the City Council finds from the evidence that the recidivism rate for released sex offenders is significant, especially for those who commit their crimes against children; and

**WHEREAS**, the City Council finds from the evidence that restrictions on the proximity of sex offenders to schools or other facilities that might create temptation to repeat offenses are one way to minimize the risk of recidivism; and

**WHEREAS**, the City Council finds that establishing a policy to restrict the property available for residence of registered sex offenders will provide better protection for children gathering in the City; and

**WHEREAS**, the 2017 Texas Legislature adopted House Bill 1111, effective September 1, 2017, which adds Section 341.906 to Chapter 341 of the Local Government Code, expressly authorizing the governing body of general-law municipality to restrict registered sex offenders from being within a specified distance of a child safety zone in the municipality; and

**WHEREAS**, the City Council of the City of New Fairview desires to establish the statutory child safety zones and distance restrictions for registered sex offenders in order to protect the health, safety, and welfare of its residents.

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

**SECTION 1. INCORPORATION OF PREMISES.** The foregoing recitals are the findings of the City Council and are incorporated into this Ordinance as if set forth fully herein.

**SECTION 2. AMENDMENTS.** That Chapter 8 "General Offenses" of the New Fairview City Code is hereby amended by adding a new Article 8.06 "Child Safety Zones and Distance Restrictions for Registered Sex Offenders" to read as follows:

**"ARTICLE 8.06: CHILD SAFETY ZONES AND DISTANCE RESTRICTIONS FOR REGISTERED SEX OFFENDERS**

**§ 8.06.01 DEFINITIONS.**

For the purposes of this Chapter, the following terms, words, and the derivations thereof shall have the meanings given herein.

**CHILD SAFETY ZONE.** A premise where children commonly gather. The term includes a school, day-care facility, playground, public or private youth center, public swimming pool, video arcade facility, or other facility that regularly holds events primarily for children. The term does not include a church, as defined by Section 544.251, Insurance Code.

**PLAYGROUND, PREMISE, SCHOOL, VIDEO ARCADE FACILITY, AND YOUTH CENTER.** Have the meanings assigned by Section 481.134, Health and Safety Code.

**REGISTERED SEX OFFENDER.** An individual who is required to register as a sex offender under Chapter 62, Code of Criminal Procedure.

**§ 8.06.02 OFFENSE.**

It is unlawful for a registered sex offender to go in, on, or within 1,000 feet of a child safety zone in the City of New Fairview.

**§ 8.06.03 MEASUREMENTS; MAP.**

(A) For the purposes of measuring the distance restriction of this Chapter, the requirement shall be measured by following a straight line from the outer property line of the child safety zone property.

(B) A map depicting the child safety zones in the City shall be created by the City and maintained by the City. The City shall review the map annually for changes. Said map will be available to the public on the City's website.

**§ 8.07.04 CULPABLE MENTAL STATE NOT REQUIRED.**

Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this Chapter.

**§ 8.07.005 AFFIRMATIVE DEFENSE.**

It is an affirmative defense to prosecution of an offense under this Chapter that the registered sex offender was in, on, or within 1,000 feet of a child safety zone for a legitimate purpose, including transportation of a child that the registered sex offender is legally permitted to be with, transportation to and from work, and other work related purposes.

**§ 8.07.006 EXEMPTIONS.**

(A) A registered sex offender who established residency in a residence located within 1,000 feet of a child safety zone before August 1, 2022, is exempt from the application of this Chapter; however, the exemption only applies:

- (1) to areas necessary for the registered sex offender to have access to and live in the residence; and
- (2) to the period the registered sex offender maintains residency in such residence.

(B) A registered sex offender may seek an exemption from the application of this Chapter by submitting a request in writing to the City Administrator specifying the background, reason, and scope of the requested exemption. The City Administrator may seek additional information from the requestor and shall issue a written determination on the requested exemption within ten (10) business days from the filing of the request. The requestor may appeal to the City Council from the determination of the City Administrator by filing such appeal request in writing to the City Secretary within ten (10) business of the City Administrator's determination."

**SECTION 3. PENALTY**

Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in a sum not to exceed Five Hundred Dollars (\$500.00) and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues. The penal provisions imposed under this Ordinance shall not preclude the City of New Fairview from filing suit to enjoin the violation. The City of New Fairview retains all legal rights and remedies available to it pursuant to local, state and federal law

**SECTION 4: SAVINGS/REPEALING**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 5. SEVERABILITY**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Fate hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

**SECTION 6. EFFECTIVE DATE**

This Ordinance shall become effective immediately upon passage and publication as required by law.

**PASSED AND APPROVED ON THIS 1st DAY OF AUGUST, 2022.**

\_\_\_\_\_  
John Taylor, Mayor

ATTEST:

\_\_\_\_\_  
BROOKE BOLLER



## CITY COUNCIL AGENDA MEMO

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Prepared By: John Cabrales Jr, City Administrator

August 1, 2022

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### Falcon Ridge Subdivision Agreement

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#### **DESCRIPTION:**

Receive, consider, and act on a Resolution authorizing the City Administrator to work with the Falcon Ridge Developer to put the streets and drainage easement in a condition that is acceptable to the city and to move forward with an agreement to accept the streets, street lights and drainage easements.

#### **BACKGROUND INFORMATION:**

The Falcon Ridge subdivision was approved by the City in 2018. Unfortunately, many documents for this development, including the Developers Agreement cannot be located and the developer does not have a copy. The City has been working with the developer to construct the streets and drainage ways to design. There are repair issues still needed to the streets, and there are several issues with the drainage ways and their impacts to the streets. The City has been told by the developer that the HOA is responsible for the maintenance of the drainage ways and the HOA has started to maintain the drainage ways. The City Administrator is working with the City Attorney on drafting a letter to the developer on these issues to get them resolved.

Once the streets are accepted by the City, the maintenance of the streets will be the responsibility of the City. Also, the streetlight electricity bill will be paid by the City. There is also a concern of accepting the streets and streetlights prior to the dis-annexation election in November because this could place the City into some unnecessary legal issues should the subdivision end up being dis-annexed. Specifically, paying for any maintenance or other costs for something that is outside of the city limits. This is a violation of state law.

Staff is also starting up a Code Enforcement program now that we will have a certified Code Enforcement Officer. This will help the City address code violations in Falcon Ridge and throughout the City.

This item was requested by the council.



Staff does not recommend approval of the resolution.

**FINANCIAL CONSIDERATION:**

The City will be responsible for all maintenance and repair costs for the streets and drainage ways, and for the monthly electricity cost of the streetlights.

**RECOMMENDED MOTIONS:**

I move to **Approve/Deny** a Resolution authorizing the City Administrator to work with the Falcon Ridge Developer to put the streets and drainage easement in a condition that is acceptable to the city and to move forward with an agreement to accept the streets, street lights and drainage easements.

**ATTACHMENT(S):**

1. Resolution 202208-04-303