



**City of New Fairview
City Council
Regular Meeting
999 Illinois Lane
Monday, January 16, 2023, at 7:00 pm**

WORK SESSION

1. Call to Order and Determination of Quorum
2. Receive a report and hold a discussion regarding. plan review and building inspection services.
3. Receive a report and hold a discussion regarding amending the Chapter 3, “Animal Control” of the Code of Ordinances.
4. Receive a report and hold a discussion regarding the creation of a Parks and Recreation Board and Keep New Fairview Beautiful Committee, and park rules and regulations.
5. Adjournment

REGULAR SESSION

1. Call to Order and Determination of Quorum
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. **Announcements & Special Recognitions:** The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.
4. **City Administrator’s Report:** The City Administrator’s Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city’s boards and commissions, upcoming local community events, including but not limited to departmental operations and capital improvement project status. No action will be taken with respect to this report.
5. **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.

6. **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. **Approve the City Council Meeting minutes for January 3, 2023.**
 - B. **Approval of the November and December 2022 Financial Reports.**
 - C. **Approval of the First Quarter 2023 Financial Report.**

7. **New Business:** All matters listed in New Business will be discussed and considered separately.
 - A. **Receive, consider, and act on a Resolution to approve a Project Agreement with Wise County, Texas for improvements to Graham Road, Wilson Court, Creasser Lane, Stewart Street and the City's Park parking lot.**
 - B. **Receive, consider, and act on a Resolution amending Resolution 202207-02-206 and authorizing an increase to the Not-to-Exceed cost for the improvement of County Road 4717.**
 - C. **Receive, consider, and act on an Ordinance repealing Ordinance 2020-13-208, and a Resolution adopting the City of New Fairview Purchasing Policy.**
 - D. **Receive, consider, and act on a Resolution amending Resolution 202110-01-188 and authorizing the City Administrator to execute a Professional Services Agreement with MWH Group, PC to conduct the Annual Audit for the fiscal year ending on September 30, 2021.**

8. **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.

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

10. **Mayor & Council Member Announcements:** The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting

11. Adjournment

I, the undersigned authority, do hereby certify the above notice of the meeting of the City Council of New Fairview, is a true and correct copy of the said notice that I posted on the official posting place at New Fairview City Hall, FM 407, New Fairview, Texas, a place of convenience and readily accessible to the general public at all times, and on its website, said notice being posted this 13th day of January, 2023 at 5:00 PM at least 72 hours proceeding the meeting time.



Brooke Boller, City Secretary

SEAL:



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



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

January 16, 2023

Plan Review and Building Inspection Services

DESCRIPTION:

Receive a report and hold a discussion regarding. plan review and building inspection services.

BACKGROUND INFORMATION:

At the May 4, 2020, meeting, the City Council approved an agreement with SAFEbuilt (attached) for plan review and building inspection services. However, for whatever reason SAFEbuilt was never contacted to implement these services. Instead, the City entered into an Agreement with EMI Services, LLC for plan review and building inspection services, and the city has been using EMI for these services. The City was contacted by EMI Services and informed that they will not be able to provide these services past March 2023, because he is retiring.

As a result, the City is needing to determine who will be providing these vital services. SAFEbuilt was contacted and they met with staff and stated they are prepared to start these services for the City and will honor the current terms of the 2020 Agreement. More information can be found on SAFEbuilt at www.safebuilt.com.

Staff also visited with Bureau Veritas (www.bvna.com) and with Metrocode (www.metrocode.com) as well and received proposals for plan review and building inspection services (attached). Staff would like direction from council on whether to keep the existing agreement with SAFEbuilt or negotiate a new agreement with another company for these services.

FINANCIAL CONSIDERATION:

None, the costs are passed through to the applicant.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. SAFEbuilt Agreement
2. BVNA Proposal
3. MetroCode

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF NEW FAIRVIEW, TEXAS
AND SAFEbuilt TEXAS, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of New Fairview, Texas, ("Municipality") and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, Agreement shall automatically renew for twelve (12) month terms, unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. Municipality grants Consultant full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or where requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION,

DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease -- policy limit, and one million dollars (\$1,000,000) bodily injury by disease -- each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement and all records, documents, notes, data and other materials required for or resulting from the performance of Services hereunder shall not be used by Consultant for any purpose other than the performance of Services hereunder without the express prior written consent of Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in

such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Consultant; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant shall not knowingly employ or contract with an illegal alien to

perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

<u>If to Municipality:</u>	<u>If to Consultant:</u>
Alan Guard interim City Administrator City of New Fairview 999 Illinois Lane New Fairview, Texas 76078	Joe DeRosa, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

Reporting Services

- ✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents for pick up by Consultant or submit electronically

3. TIME OF PERFORMANCE

- ✓ Perform Services during normal business hours excluding Municipal holidays
- ✓ Services will be performed on an as-requested basis
- ✓ Inspectors will be dispatched on an as-requested basis
- ✓ Consultants representative(s) will be available by cell phone and email

<u>Deliverables</u>			
INSPECTION SERVICES	Inspections requested before 4:00 p.m. completed the following business day		
TWO HOUR INSPECTION WINDOW	Permit holder may request a phone call the morning of the inspection with a two (2) hour ETA inspection time		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type:	First Comments	Second Comments
✓ Single-family within	5 business days	5 business days or less	
✓ Tenant Improvements	5 business days	5 business days or less	
✓ Multi-family within	10 business days	5 business days or less	
✓ Commercial/Industrial	10 business days	5 business days or less	
✓ Large commercial within	15 business days	5 business days or less	

28. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended.

29. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Texas and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

30. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.



Thomas P. Wilkas, CFO
SAFEbuilt Texas, LLC

May 06, 2020

Date



Signature
City of New Fairview, Texas

May 5, 2020

Date

Interim City Administrator, Alan Guard

Name and Title
City of New Fairview, Texas

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. **FEE SCHEDULE**

- ✓ Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- ✓ Municipality will periodically review its Municipal Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing Services
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Commercial and Multi-Family Construction Plan Review	
Project Valuation	Fee
\$1.00 to \$10,000	\$40.00
\$10,001 to \$25,000	\$61.63 for the first \$10,000 plus \$4.76 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$133.03 for the first \$25,000 plus \$3.43 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$218.88 for the first \$50,000 plus \$2.38 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$337.88 for the first \$100,000 plus \$1.90 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,099.46 for the first \$500,000 plus \$1.62 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$1,906.98 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or fraction thereof
Commercial and Multi-Family Construction Inspection	
Project Valuation	Fee
\$1.00 to \$10,000	\$70.00
\$10,001 to \$25,000	\$99.67 for the first \$10,000 plus \$7.70 for each additional \$1,000; or fraction thereof, to and including \$25,000
\$25,001 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000; or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$354.06 for the first \$50,000 plus \$3.85 for each additional \$1,000; or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$546.56 for the first \$100,000 plus \$3.03 for each additional \$1,000; or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$1,778.56 for the first \$500,000 plus \$2.61 for each additional \$1,000; or fraction thereof, to and including \$1,000,000
\$1,000,001 and up	\$3,084.81 for the first \$1,000,000 plus \$1.73 for each additional \$1,000; or fraction thereof
One and Two Family Construction Plan Review and Construction Inspection	
55% of Municipality permit application fee	

EXHIBIT C – MUNICIPAL SPECIFIED OR PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.

- ✓ Municipal technology point of contact information including name, title, email and phone number
- ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RBN Insurance Services 303 E Wacker Dr Ste 650 Chicago IL 60601	CONTACT NAME: PHONE (A/C, No, Ext): 312-856-9400 E-MAIL ADDRESS: rdelich@rbninsurance.com	FAX (A/C, No): 312-856-9426
	INSURER(S) AFFORDING COVERAGE	
INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 3755 Precision Drive, Ste 140 Loveland CO 80538	INSURER A : Hartford Fire Insurance Co.	NAIC # 19682
	INSURER B : Hartford Casualty Insurance Co	29424
	INSURER C : Navigators Insurance Company	42307
	INSURER D : Twin City Fire Insurance Co.	29459
	INSURER E : Great American E&S Ins. Co.	37532
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 232152292 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	83UENZV3951	10/3/2019	10/3/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		83UENPY9100	10/3/2019	10/3/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CH19EXC885600IV	10/3/2019	10/3/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> Y	83WECE0623	5/12/2019	5/12/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Each Claim/Aggregate 10,000,000
E	Professional Liability		TER285-99-95	10/3/2019	10/3/2020	Each Claim/Aggregate 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of New Fairview, its officers, employees and consultants are additional insured as respects the General Liability as required by written contract.

CERTIFICATE HOLDER
City of New Fairview
999 Illinois Street
Rhome TX 76078
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY RBN Insurance Services		NAMED INSURED SAFEbuilt Holding Company SAFEbuilt, LLC (See Attached) 3755 Precision Drive, Ste 140 Loveland, CO 80538	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance

Named Insureds (continued):

SAFEbuilt Arizona, LLC
SAFEbuilt Carolinas, LLC
SAFEbuilt Colorado, LLC
SAFEbuilt Florida, LLC
SAFEbuilt Georgia, LLC
SAFEbuilt Illinois, LLC
SAFEbuilt Louisiana, LLC
SAFEbuilt New Mexico, LLC
SAFEbuilt Ohio, LLC
SAFEbuilt Oregon, LLC
SAFEbuilt Texas, LLC
SAFEbuilt Michigan, LLC
SAFEbuilt Washington, LLC
SAFEbuilt Wisconsin, LLC
LSL Planning, LLC
Meritage Systems, Inc.

If required by a written contract, the following forms apply on a blanket basis.

General Liability:

Form HG0001 09 16 Additional Insureds; Primary and Non-contributory; Waiver of Transfer of Rights of Recovery Against Others to Us

Auto Liability:

HA9916 0312 Commercial Automobile Broad Form Endorsement includes Additional Insureds and Waiver of Subrogation

Workers Compensation:

WC 00 03 13 Waiver Of Our Right to Recover from Others

ATTACHMENT A SCOPE OF SERVICES

CONSTRUCTION CODE SERVICES

BVNA and the representatives of BVNA are charged with the enforcement of the provisions of the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, acting in good faith and without malice in the discharge of the duties required by these codes or other pertinent law or ordinance shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties.

Plan Review

Non-Structural Plan Review services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction.

Inspections

Inspection services shall be conducted as required by the Jurisdiction's Building Code, Residential Code, Mechanical Code, Electrical Code, Plumbing Code, Fuel Gas Code and Energy Code. Special inspections as specified in chapter 17 and non-prescriptive structural inspections of the adopted International Building Code are not included and may be required as specified in the International Building Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority and the Certificate of Occupancy will be issued at the discretion of the Jurisdiction.

FIRE SERVICES

Fire Services Plan Review

Commercial, Multi-Family and Single Family Fire Sprinkler System Plan Review, Commercial Fire Alarm Plan Review, Commercial Underground Fire Sprinkler System Plan Review, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Plan Review and Commercial Above and Below Ground Fuel Storage Tank Plan Review shall be conducted as required by the Jurisdiction's Fire Code, and other provided code related documents, as approved by the Jurisdiction. Applicants will be notified of Plan Review Comments and are responsible for addressing comments to the satisfaction of the Jurisdiction. The Jurisdiction has final interpretive authority over all plans and specifications. Permits are issued by the Jurisdiction. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Fire Services Inspections

Commercial, Multi-Family and Single Family Fire Sprinkler System Inspection, Commercial Fire Alarm Inspection, Commercial Underground Fire Sprinkler System Inspection, Commercial Alternative Fire Extinguishing Systems (includes Kitchen Fire Suppression System, Clean Agent Systems, and CO2 Systems) Inspection, Commercial Above and Below Ground Fuel Storage Tank Inspection and Commercial Fire Certificate of Occupancy Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the

Jurisdiction is the final interpretive authority. (The State of Texas requires the design and installation of Underground Fire Sprinkler Supply Line plans to be performed by a Licensed Underground Fire Sprinkler Contractor.)

Annual Fire Safety Inspections

Annual Fire Safety Inspections will be conducted in accordance with the Jurisdiction's Fire Code for commercial establishments and public buildings subject to an annual operation permit.

Fire Code Plan Review Services and Inspection Services

Site and building Plan Review and Inspection services shall be conducted as required by the Jurisdiction's Fire Code. Any violations of the Jurisdiction's codes or concealment of any work prior to approval by BVNA will be reported to the Building Official of the Jurisdiction. The Building Official of the Jurisdiction is the final interpretive authority.

HEALTH SERVICES

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Jurisdiction's Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 - 265.211 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas Registered Sanitarian
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.

PUBLIC WORKS SERVICES

Upon receipt of written Notice to Proceed from Client, BVNA will provide Inspection services relative to Public Works Services as outlined below to verify conformance with approved plans, specifications and local ordinances provided by Client.

Inspections

Inspection services include, but are not limited to: making site observations, writing correction notices and field reports, attending meetings and answering inquiries in person or by telephone.

Plan Review

Plan Review services include, but are not limited to: verification of plan compliance with adopted public works standards, attendance at pre-plan design meetings and follow up on design issues.

Technical Support

BVNA will be available for pre-construction or field site meetings and will provide field staff for observation purposes as needed.

PLANNING AND MAPPING SERVICES

Comprehensive Planning and Mapping services shall be provided as outlined below.

Base Mapping

- BV shall prepare a corporate area base map, which shall show at least the features (a) through (k) below:
 - a) Highway and street rights-of-way;
 - b) Highway designations and street names;
 - c) All major drainage ways;
 - d) Major bodies of water;
 - e) Block and lot lines for all platted subdivisions as available;
 - f) Property lines within unplatted subdivisions as available;
 - g) The width of all major utility easements;
 - h) Railroad rights-of-way;
 - i) All subdivisions and their names;
 - j) Corporate limits;
 - k) Other major facilities or features to include but not necessarily limited to:
 - 1. Major park and recreation areas and facilities;
 - 2. Water Treatment plants;
 - 3. Sewage Treatment plants;
 - 4. Extraterritorial jurisdiction line, as appropriate; and
 - 5. Other significant features.

Housing Inventory, Analysis and Plan

- BV shall prepare a housing conditions inventory, analysis and plan.
- BV shall develop criteria to be used in the classification of building conditions and formulate definitions for each classification. As a minimum, the four following classifications shall be utilized within the study:
 - a) Standard,
 - b) Minor Deteriorating,
 - c) Major Deteriorating, and
 - d) Dilapidated.
- BV shall perform an assessment of the exterior of all residential buildings within the city to determine the physical condition of each building or structure. BV will record vacant and abandoned residential units as the assessment is being made.
- BV shall use the base map to create a Housing Conditions Map depicting all housing conditions as inventoried and showing all housing and its classification as defined by the developed criteria.
- BV shall conduct an analysis of housing data to determine problems and housing needs of the current and prospective population.
- BV shall prepare a goal(s) statement and annual housing related objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- BV shall identify future implementation actions and probable costs, both public and private, to be taken annually over the next three to five years. These activities shall result in the preparation of an overall program design for housing related activities.

Population

- BV shall compare census data of the locality from 1960 to present. BV will provide number of persons in each of the sex, race and Hispanic origin categories.
- BV shall determine existing population estimates of the locality by occupied dwelling units. A realistic assessment of the locality's existing population shall be made by reliable methods.
- BV shall estimate the locality's future population by five-year increments for the next fifteen to twenty years based on existing trends.
- BV will use the base map for illustrative purposes a Population Distribution Map showing the existing and projected population distribution for the planning period.

Land Use Inventory, Analysis and Plan

- BV shall assess and inspect each plot, tract and parcel of land within the project area to determine its use. The project area should include the city's extraterritorial jurisdiction (ETJ).
- BV shall use categories in classifying land uses shall include, as a minimum, the following:
 - a) Vacant (vacant developed or vacant undeveloped);
 - b) Agriculture (cultivated and range land - five or more acres);
 - c) Residential (single family, two family, multi-family, manufactured and mobile homes);
 - d) Commercial; (retail and services);
 - e) Industrial; (light and heavy);
 - f) Public and Semi-Public (schools, parks and public buildings); and
 - g) Other such additional or subcategories as may be deemed necessary to accurately reflect the existing pattern of land areas.
- BV shall prepare a color-coded Existing Land Use Map of the corporate and ETJ area using the base map. Colors should conform to standard code.
- BV shall make a tabulation of the existing land uses to show:
 - a) Total acreage by use;
 - b) Percentage of acreage in each land use;
 - c) Acres per 100 persons, or other standard for comparison purposes; and
 - d) Developed and undeveloped land as a percent of the total land.
- BV will make an analysis of the community regarding past and potential developments and will report on factors affecting the development of land, such as those below:
 - a) Occupied dwelling units;
 - b) Existing land use;
 - c) Thoroughfares
 - d) Existing and anticipated population;
 - e) Soil characteristics as related to developments;
 - f) Adequacy of public utilities;
 - g) Adequacy of public facilities;
 - h) Storm drainage problem areas;
 - i) Natural and man-made constraints.
- BV shall prepare a goal(s) statement and annual land use related objectives and, using the base map at, BV shall prepare a color-coded Future Land Use Map to illustrate the future physical development of the locality during the planning period.

B. Economic Development

1. Historic Development And General Characteristics

- Studies and plans being prepared under this contract should be coordinated with previously developed studies and plans, including any available with the appropriate state office, the regional planning council, etc.
- BV shall make a review and analysis of the factors which have contributed to the present development of the planning area to include the following:
 - Development of the economy;
 - Physical growth of the community;
 - The relationship of the community to the region.

2. Economic Base, "Barrier Analysis"

- BV will prepare an inventory of the social, economic, governmental, and industrial elements of the area's development and potential. The inventory shall, to the extent possible, examine the number of people employed in the retail trade, manufacturing, construction and government, the dollar volume of various local employers, and employee income levels. The inventory shall, as a minimum, include, but need not be limited to, the following, as available and appropriate:
 - a) Retail facilities;
 - b) Wholesale facilities;
 - c) Service facilities;
 - d) Financial facilities;
 - e) Manufacturing facilities;
 - f) The physical facilities and rates for the following utilities and communication services:
 - 1. Electric;
 - 2. Water;
 - 3. Natural gas;
 - 4. Sewage and garbage disposal;
 - g) Transportation;
 - h) Quantity, quality and availability of raw materials;
 - i) Labor supply by sex, industry, and skills;
 - j) Available industrial sites and buildings to include:
 - 1. Location;
 - 2. Utility connections;
 - 3. Transportation;
 - 4. Availability.
- BV will determine to the extent possible the relationship of the elements inventoried to economic development potential.
- A "barrier analysis" shall be prepared which rates the following cost factors and operating condition factors, as appropriate. The ratings shall be assigned based on a comparison with regional, state, and/or national standards.
 - a) Cost Factors:
 - 1. Wage levels (g) Land/site costs
 - 2. Electricity costs (h) Local property taxes
 - 3. Fuel costs (i) Financing costs
 - 4. Water costs (j) State costs
 - 5. Sewer costs (k) Other(s), as appropriate
 - 6. Building costs
 - b) Operating Condition Factors:
 - 1. Unskilled labor supply (k) Availability of air service
 - 2. Skilled labor (l) Vocational education facilities
 - 3. Productivity (m) Site availability
 - 4. Unionization (n) School facilities
 - 5. Labor-management relations (o) Medical services
 - 6. Electric power availability (p) Natural features, resources, geography, etc.
 - 7. Water and sewer availability (q) Others, such as, telecommunications,
 - 8. Gas availability aesthetics, community receptivity, laws,
 - 9. Common motor carrier service community organizations, debt, etc.
 - 10. Rail/freight service
 - c) BV shall determine whether the city should use other standards and analysis tools in addition to those above to derive an alternative comparison.
 - d) BV shall coordinate with community leaders and draw some conclusions as a result of the inventory and analysis required above; and,

- e) Determine whether the pattern of economic growth should be altered.
- f) BV shall suggest what type of policies and/or codes should be implemented to improve conditions for the encouragement of economic opportunities and local business expansion and attraction.

3. PLAN

- BV shall develop an economic development plan with goals and objectives. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- The implementation strategy should focus on private and public investment and resources.
- The plan shall include graphics, if appropriate, and shall suggest a response to the inventory and analysis above and provide appropriate or possible:
 - a) Public/private sector projects and their costs;
 - b) Financing sources and incentives; and
 - c) Changes to policies, codes and ordinances that could improve the economic climate.

C. Central Business District

1. Commercial Area Inventory

- BV shall make an assessment of the Central Business District (CBD) that should include its area of immediately adjacent influence to include but not necessarily limited to the following:
 - a) The existing land use of the Central Business District;
 - b) Street rights-of-way and pavement widths, where applicable;
 - c) Locations and condition of sidewalks, curbs and gutters;
 - d) On and off-street parking;
 - e) Condition of buildings;
 - f) Location of traffic controls by types; and
 - g) Traffic volumes and turning movements for major streets, where available;
 - h) Physical geographic features of the community that could have a positive or negative effect on the integrity of the CBD.
- BV shall show the above inventory on a symbol-coded map.
- BV shall prepare a drawing to show the relationship of the CBD to other supportive and competitive development within the community.

2. Analysis

- BV shall analyze the findings above and should determine:
 - a) The Central Business District and its relationship to community development to determine if improvements or rearrangement of commercial facilities are needed;
 - b) A ratio of existing and projected commercial acreage;
 - c) A ratio of used and vacant commercial floor area in the central business district; and
 - d) Other significant details and their impact on the vitality of the central business district as they become evident during the course of the study.

3. Central Business District Plan

- BV shall prepare a goal(s) statement and annual Central Business District related objectives.
- To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement.
- In relation to recognized problems, goals and objectives, BV shall prepare recommendations that could improve the aesthetic values and physical integrity of the Central Business District considering possible:
 - a) Improvement to facades and alleyways;
 - b) Pedestrian walkways;
 - c) Landscape treatment of street medians, pedestrian ways and rest areas; and/or
 - d) Removal of obsolete buildings and overhead utility lines.
- BV shall prepare a Central Business District Plan to graphically illustrate the redevelopment of the area in relation to the formulated goals and objectives. The Central Business District

- Plan map(s) shall, as a minimum include but not necessarily be limited to:
 - a) Any necessary rearrangement of land uses to improve compatibility;
 - b) Any necessary building relocation or reorientation in order to improve their usefulness; and
 - c) On and off-street parking areas.
- BV shall present phased improvements, estimated costs and sources of funding.

D. Street System

1. Street Study

- BV shall make an inventory of the physical characteristics of the street system to record, but not necessarily be limited to the following:
 - a) Rights-of-way widths, as available;
 - b) Paving widths, types and condition of pavement;
 - c) Curb and gutter and/or borrow (roadside) ditches;
 - d) Other information concerning configuration, traffic flow, and street conditions, including possible impediments to traffic flow, particularly in an emergency situation, as appropriate and/or available.
- Data and information from the Texas Department of Transportation shall be used to the maximum extent feasible.
- Using the base map for illustrative purposes, BV shall prepare a Street Conditions Map showing the existing street system inventory.

2. Street System Analysis

- BV shall make an analysis of the street system and list and rank problems and should present possible alternative actions and costs in providing solutions.
- BV shall determine the adequacy of the system to meet existing and forecasted needs, including during emergency situations, and make recommendations for any needed improvements concerning configuration, traffic flow, and street conditions. Recommendation should prepare for contingencies, including planning evacuation routes.

3. Street Plan

- BV shall prepare a goal(s) statement and street-related objectives for the planning period and should include construction-related and policy-related recommendations regarding streets' improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map BV shall prepare a Future Street Conditions Map.
- The plan shall provide for the elimination of deficiencies and recommended improvements to meet forecasted needs. Improvements shall be in accordance with accepted municipal standards and shall be shown by phases.

E. Thoroughfare System

1. Inventory Of Major And Collector Streets

- BV shall prepare standards or criteria to determine the definition for major and collector streets and shall include the information in the narrative section of the study.
- BV shall conduct a study of major and collector streets to determine the present condition of these streets within the planning area. The study should include but not necessarily be limited to:
 - a) Peak hour and average daily traffic counts, where available;
 - b) Right-of-way widths;
 - c) Paving widths, types and condition of pavement;
 - d) Traffic control data;
 - e) Parking restrictions;

- f) Curb and gutter;
 - g) Origin and destination information, where available;
 - h) Land use and traffic generator information;
 - i) Truck routes; and,
 - j) Emergency routes.
- Information from prior studies, the county, Texas Department of Transportation and other available sources shall be used to the maximum extent feasible.
 - Using the base map for illustrative purposes, BV shall prepare a Thoroughfare Conditions Map to show b. (1) through (9), above, as applicable.

2. Thoroughfare Analysis

- BV shall list and rank problems related to the thoroughfares system.
- To determine the size and quality of streets needed in the project area, an analysis shall be made for all major and collector streets, their locations, adequacy or inadequacy for existing and forecasted population, land uses, etc. As a minimum, the following should be considered, where appropriate:
 - a) Texas Department of Transportation traffic counts, local traffic habits, and other factors;
 - b) Circulation studies prepared previously; and
 - c) Street standards approved by the locality and State.

3. Thoroughfare Plan

- BV shall prepare a goal(s) statement and thoroughfare system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding thoroughfare system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- In relation to the analysis of existing and anticipated land use, school and park locations, travel habits, employment centers, traffic generators, traffic volumes; and in coordination with plans of the Texas Department of Transportation, and other available studies, BV shall prepare a plan for a system of thoroughfares, major and collector streets to meet the future circulation needs of the planning area.
- Using the base map at its contracted scale for illustrative purposes, BV shall show phased improvements on a Future Thoroughfares Map.
- BV will prepare sketch plans for improved channeling of traffic at intersections where problems exist or are anticipated during if needed.

F. Water System

1. Water System Inventory

- BV shall make a review of all prior studies and other available data on the existing water system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily be limited to the following:
 - a) Location of lines, valves, fire hydrants, and line sizes;
 - b) location and capacity of ground and elevated storage facilities;
 - c) Location and capacity of wells and pumps;
 - d) Location and capacity of water treatment facilities, as appropriate;
 - e) Location and capacity of generators;
 - f) Condition of system elements and other system data, as available.

G. Wastewater System

1. Wastewater System Inventory

- BV shall make a review of all information regarding the existing wastewater system.
- BV shall make an inventory of the physical characteristics of the system to include, but not necessarily limited to the following:
 - a) Location, condition, and size of lines as available;
 - b) Location of manholes and cleanouts;
 - c) Location and capacities of lift stations;
 - d) Location and capacity of generators;
 - e) Treatment facility and operation arrangement.
- Using the base map for illustrative purposes, BV shall prepare a Wastewater System Map showing the existing facilities in relation to topographic features.
- BV shall report standards or criteria used to determine wastewater system needs and include the criteria in the narrative section of the report with the name of the publication(s) where standards can be found.

2. Wastewater System Analysis

- BV shall list and rank problems related to the wastewater system and should present possible alternative actions and costs in providing solutions. As a minimum, the following should be considered in determining problems of the wastewater system:
 - a) Infiltration;
 - b) Industrial waste and special treatment facilities;
 - c) Operational procedures;
 - d) Unserved areas;
 - e) Characteristics of the soil and terrain affecting collection treatment;
 - f) Ability to function under disaster situations, (flood, fire, tornado, power outages, etc.).

3. Wastewater System Plan

- BV shall prepare a goal(s) statement and wastewater system-related objectives for the planning period and should include construction-related and policy-related recommendations regarding wastewater system improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Wastewater System Map illustrating phased improvements to the wastewater system in relation to the existing system and topographic features.
- Such prepared plan shall be done in accordance with criteria and standards established by the Texas Commission on Environmental Quality (TCEQ).

H. Storm Drainage System

1. Storm Drainage Inventory

- BV shall conduct an assessment of the project area for any existing storm drainage facilities and all natural drainage courses to include as a minimum:
 - a) Location and condition of drainage ways;
 - b) Location and condition of curb and gutter, borrow (roadside) ditches, culverts, and storm sewers;
 - c) Location of 100 years flood hazard areas; and
 - d) Identification of areas within the community where local flooding has occurred.
- Using the base map for illustrative purposes, BV shall prepare a Storm Drainage Map showing the existing facilities in relation to topographic features.

2. Storm Drainage Analysis

- BV shall list and rank problems related to storm drainage and should present possible alternative actions and costs in providing solutions.
- BV shall prepare an analysis of the existing drainage system for both natural and man-made facilities. Major and minor drainage areas and areas that have experienced flooding shall be delineated.
- Drainage characteristics of the areas shall be briefly described and analysis shall be made to determine methods of eliminating local flooding and eroding of local streets. Data, as available through the National Flood Insurance Program of the Federal Emergency Management Agency, shall be utilized to the fullest extent possible.

3. Storm Drainage Plan

- BV shall prepare a goal(s) statement and storm drainage-related objectives for the planning period and should include construction-related and policy-related recommendations regarding storm drainage improvements. To the extent possible, objectives shall be stated in quantifiable terms and target dates set for their achievement. General improvements to meet standards and disaster resiliency needs for at least the first five to ten years shall be stated and include:
 - a) Priorities;
 - b) Estimated costs; and
 - c) Sources of possible funding.
- Using the base map for illustrative purposes, BV shall prepare a Future Storm Drainage Map illustrating phased improvements related to storm drainage in relation to the existing conditions and topographic features.

I. Recreation And Open Space

1. Recreation And Open Space Inventory

- BV shall take an inventory of the community's existing parks, recreation facilities and open spaces to include but not necessarily be limited to the following:
 - a) Location, type and use of public parks;
 - b) Location and type of public recreation facilities, including public school facilities;
 - c) Open spaces of all types including boulevards, parkways, floodplains, conservation areas, etc.
- BV shall identify the service area of the parks and recreational opportunities it provides.
- Review and report on recreational facilities and open spaces serving the community's population, but outside the municipality's jurisdiction.
- Review and report on major recreational facilities serving the community's population that are privately or semi-publicly owned and operated.

2. Recreation And Open Space Analysis

- In coordination with city officials, BV shall establish level of service standards and criteria for determining adequacy of existing parks, recreational facilities and open space and future requirements.
- BV shall utilize workshops, hearings and/or canvasses to maximize opportunities to solicit public input on needs and document the dates of the methods used.
- BV shall describe the legitimate method for assessing needs. Explain how public input was used to assess needs.
- In consonance with the recommended standards, BV shall make a study and analysis to determine the adequacy of the existing parks and recreational facilities to meet the needs of the present and forecasted population, considering population growth, and change in composition.
- BV shall prepare a listing and priority ranking of problems relating to recreation facilities and open spaces. Explain how priorities were determined.

3. Recreation Facilities And Open Space Plan

- In cooperation with municipal agencies, BV shall determine specific goals relating to recreation and open space requirements and prepare short and long-range (five and ten years') objectives to accomplish the stated goals.
- In relation of existing facilities, recognized problems, and in consonance with goals and objectives, BV shall prepare a parks and open space plan. The plan shall contain appropriate text and mapping and shall, as a minimum, include:
 - a) Recommendations for improvements and expansion to existing facilities;
 - b) Recommendations for the general location of new facilities;
 - c) Recommendations for the development and protection of open space areas to include conservation areas and other areas endorsed with natural beauty; and
 - d) Recommendations toward coordinating municipal programs and facilities with other overlapping services within the community, such as school facilities, etc.
 - e) Population projections for the period of the plan and demographics on ethnicity, age, and income.
 - f) The existing and proposed parks (and facilities, as appropriate), greenbelts and open spaces illustrated on the base map at its contracted scale.
- Recommended community improvements for the first five years shall be programmed and shall, as a minimum, include the following:
 - a) Phasing of clear and measurable priorities;
 - b) Timeline for completion;
 - c) Estimated cost by project; and
 - d) Possible sources of funding.

J. Capital Improvements Program

1. Financial Analysis

- BV shall make a financial analysis of the municipality to the extent possible to determine the municipality's approximate ability to finance present and future capital improvements. The study should include, but not be limited to the following:
 - a) Past, present, and anticipated sources and amounts of income;
 - b) Annual budgets;
 - c) Operating costs;
 - d) Direct and overlapping public debt;
 - e) Outstanding municipal bonds and their schedule of retirement;
 - f) Public improvements financing practices; and
 - g) Recommended standards concerning debt limitations.

2. Capital Needs List

- Based on the previous studies, and all capital needs, BV shall prepare a capital needs list of projects by category with general priorities for improvements to be accomplished during the planning period through workshop meetings with local officials. BV shall classify the type of capital improvements according to guidelines, such as:
 - a) Mandatory: Those which protect life or health.
 - b) Necessary: Those which are important public services.
 - c) Desirable: Those which replace obsolete facilities.
 - d) Acceptable: Those which reduce operating costs.

3. Capital Improvements Program

- In consonance with the capital needs list and in coordination with the city's budget, BV shall prepare a schedule of projects recommended for the municipality for the first five (5) to six (6) years of the planning period. The schedule shall list projects by category together with estimated cost, sources of funds and year of construction.
- A map shall be prepared to show the projects by type and year of construction.

K. Subdivision Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting and/or updating of a subdivision ordinance that will best be adapted to direct the platting of land consistent with proposals of the previously prepared Land Use Plan.
- The technical material prepared shall be based on sound platting and planning principles and not be inconsistent with all applicable laws.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of subdivision controls.
- BV shall prepare the technical material for the subdivision ordinance in a form suitable for its adoption and submit it in report form to the Department as provided herein.

L. Zoning Ordinance

1. Ordinance Development

- BV shall prepare technical material necessary for the drafting of zoning ordinance that will best be adapted to direct the use of land consistent with proposals of the city's previously prepared Land Use Plan.
- Technical material on zoning shall be based on sound zoning principles and not be inconsistent with all applicable laws,
- Based on the Land Use Plan and other plans related to physical development of the municipality, BV shall have prepared a Zoning District Map using the base map.

2. Ordinance Review

- Following development of the technical material and prior to adoption, BV shall seek counsel and advice from the city's attorney regarding the legal aspects and implications of zoning.
- The technical material on zoning and the recommended zoning district map shall be prepared in report form suitable for adoption.

Current Planning Activities

Zoning Application and request reviews and analysis

- Property owner information within 200 feet of site application can be mapped and mailing labels provided.
- Public notice can be submitted to the newspaper of record for publication and necessary documentation for agenda item posting can be provided.
- Letters of notification with map can be mailed and site signage (By City) can be placed on the property 15 days prior to the Commission meeting date.
- Zoning Ordinance based upon owner request will be prepared. (Recommended ordinance wording can be provided).
- An analysis/staff report can be prepared for city from a planning perspective.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.
- Adjustments to the Comprehensive Plan and zoning map can be made if approved.

Site Plan Applications and request reviews and analysis*

- Review of application for general completeness for accepting site plan for review.*
- Review for compliance with appropriate general zoning district or planned development. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- Review for compliance with landscape requirements.
- Review of circulation/fire lanes.
- An analysis/staff report can be prepared for city from a planning design perspective.

- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Preliminary Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication with applicant can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Final Plat Applications and reviews

- Review of application for general completeness for accepting for review. ** Rejection letter if necessary to stop 30-day clock for automatic approval.
- Review of conformance to preliminary plat.
- Review for compliance with appropriate general zoning district or planned development guidelines. A copy of the document to be reviewed will be red lined and a written report provided itemizing each deficiency noted and returned to city. If the city desires a direct line of communication between applicant and BV can be facilitated.
- An analysis/staff report can be prepared for city approval/denial recommendation.
- Presentations for the Planning and Zoning Commission can be prepared and presented.
- Presentations for the City Council can be prepared and presented.

Base Map/Zoning Map Updating:

- Preparation of new digital base map.
- Updating existing base map.
- Updating or preparing zoning maps.

911 Addressing

- Development of a 911 addressing system (Digital base map to be provided by city or prepared by BV).
- Address all new developments

*Preliminary consultations can be provided to an applicant upon request to assist and guide them in the plan preparation process.

**If not available BV will develop checklists for each type of development to be used to check for minimum submittal requirements of an application.

ADA SERVICES

PHASE 1 ADA Services

Phase 1A: ADA Coordinator and Department Liaison Selection and Training

- **Scope:** Assist City with identifying an ADA Coordinator if not already done so. Work with appointed ADA Coordinator to identify ADA Liaisons, at a minimum, for all public facing departments (i.e. Permitting, Water Utility, Library, Parks & Rec., Police, Fire, etc...). Help ADA Coordinator develop training material for distribution to all ADA Liaisons. Also assist ADA Coordinator to develop a master schedule for quarterly, bi-annual or annual meetings between ADA Coordinator and ADA Liaisons (ADA Task Force).

Phase 1B: ADA Notice Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Notice specific to the City represented. Ensure that all ADA notices are displayed at public facing and internal facing areas. Ensure that ADA notice is also placed on city website.

Phase 1C: ADA Grievance Procedure Development and Distribution

- **Scope:** Assist appointed ADA Coordinator with development of ADA Grievance Procedure. Develop complaint form and make complaint form accessible. Ensure that procedure includes ability for complainants to access and file complaints easily. Ensure that grievance procedure is available on city website and accessible.

Phase 1D: ADA Training at Staff Level Public Facing Departments

- **Scope:** Once ADA Coordinator and ADA Liaisons are identified, develop a training schedule to allow public facing department staff to attend ADA training. Assist ADA Coordinator with one training session. Assist with development of training materials.

PHASE 2 ADA Services

IMPORTANT: Sample of Tasks & Costs Only – Client Specific Tasks & Costs TBD

Phase 2A: ADA Self-Evaluation

- Scope:
 - **Task 1 – Project Management:** Bureau Veritas (BV) will maintain project records, budgets, and communication during the project duration. BV will provide weekly project update calls to assigned City staff (ADA Coordinator) to keep schedule current.
 - **Task 2 – Project Kickoff: Meet** with City staff to introduce the proposed project tasks, schedule, and method of prioritizing barrier removals. Coordinate with City staff to identify and collect necessary documents to support Self-evaluation process and facilities survey.
 - **Task 3 – Initiate Self-evaluation:**
 - **3A:** Meet with major public facing departments ADA Liaisons (Parks & Rec., Police, Fire, Codes & Permitting, Public Works, Library, Health) to begin review ordinances, policies, and procedures of programs, services, and activities.
 - **3B:** Provide instructions and handouts to ADA Liaisons and describe how they can perform reviews of item 3A and by what scheduled date the reviews are due back to BV for compiling.
 - **3C:** Work with ADA Liaisons to ensure they understand their responsibilities to update the final ADA Transition Plan in future years.
 - **Task 4 – Facilities Survey:**
 - **4A: Public buildings** – Survey three (3) City buildings (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4B: Public parking lots** – Survey three (3) public parking lots (City Hall, Court House, and Library) to determine compliance and non-compliance with ADA regulations.
 - **4C: City parks** – Survey up to three (3) city parks to review shelters, restrooms, sport courts, fields, pools, concession stands, playground equipment, pedestrian and bicycle trails.
 - **4D: Signalized intersections** – Survey up to fifteen (15) city owned and maintained signalized intersections. BV will evaluate curb ramps and sidewalks leading to each

intersection. Signage at each intersection will also be reviewed. Which intersections to survey depends on City staff input, traffic volumes, and adjacent land uses.

- **4E:** Sidewalks – Survey up to four (4) miles of City sidewalks, curb ramps, and path of travel along arterial roadways. Which City sidewalks, curb ramps, and path of travel to survey depends on City staff input, traffic volumes, pedestrian use, and adjacent land uses.
- **Task 5 – Survey Data Reporting:**
 - **5A:** BV will create a survey and cost reporting for each facility noted in Task 4. Each survey report will note compliance status with ADA and State standards and include the following:
 - Listing of facilities in compliance.
 - Listing of facilities not in compliance.
 - Recommended actions to resolve non-compliance elements.
 - Prioritize list of recommended actions based on agreed upon methodologies between BV and City staff.
 - Assign conceptual costs and budget based on prioritized list of recommended actions.
 - Provide photo log of each facility surveyed.
 - Provide listing of sidewalks, curb ramps, and signalized intersections data for compiling into City GIS system.
 - **5B:** Review City Boards and Commissions policies and procedures for compliance with ADA regulations.

Phase 2B: ADA Transition Plan

- **Scope:**
 - **Task 1** – Coordinate with ADA Coordinator on strategy for developing Transition Plan including review of City ordinances, design standards relating to sidewalks, curb ramps, Identify policies and procedures for compliance with ADA regulations.
 - **Task 2** – Develop **survey** process to assist ADA Coordinator with evaluating accessibility improvements identified in Phase 2A: ADA Self-evaluation. Utilize prioritization methodology developed within Phase 2A for recommended improvements.
 - **Task 3** – **Assist** ADA Coordinator in creating an implementation schedule for accessibility improvements. Prioritize improvements by facility type, severity, and cost estimates.
 - **Task 4** – **Review** and recommend exceptions and exemptions that may apply under ADA regulations such as historic significance, alteration affecting fundamental nature of programs, services, and activities, structural feasibility, and programs affected by financial and administrative burden.
 - **Task 5** – **Assist** ADA Coordinator with defining on-going budget needed to implement the Transition Plan and bring non-compliance elements into compliance. Help identify possible external funding sources if applicable.

Phase 2C: Public Participation, Outreach, and City Staff Training

- **Scope:** The Department of Justice requires public entities to engage with the public during the ADA Transition Plan development including appropriate consultation with individuals with disabilities.

- **Task 1** – BV will **facilitate** one (1) public workshop for the City to review draft ADA Self-evaluation and ADA Transition Plan.
- **Task 2** – BV will **prepare** outreach materials and prepare brief summary of the workshop and highlight actions items.
- **Task 3** – Conduct ADA Coordinator and Liaisons training relating to disabilities etiquette, technologies, and procedures that can assist City staff in providing services to people with disabilities.

Phase 2D: Meetings, Presentation to Council, and Documentation

- **Scope:**
 - **Task 1 – Progress Meetings:** BV will conduct up to three (3) on-site meetings during the project period. Other meetings can be conducted by conference calls with ADA Coordinator and Liaisons.
 - **Task 2 – City Council Meeting:** BV will conduct one (1) meeting to introduce the project to Council and present the final ADA Self-evaluation and ADA Transition Plan.
 - **Task 3 – Summary Documents:** Provide meeting minutes after on-site meetings or conference calls to help guide ADA Coordinator and Liaisons.
 - **Task 4 – Draft ADA Self-evaluation and ADA Transition Plan:** Based on the ADA Self-evaluation process as detailed on Phase 2A, the documents will include the following:
 - **4A:** Executive summary describing the project purpose, process, and significant findings.
 - **4B:** Review of policies, procedures, and recommendations for improvement as noted in Phase 2A.
 - **4C:** A schedule that is developed in phases with cost estimates for the removal of accessibility barriers that cannot be resolved through changes to program or services by relocating, using auxiliary aides, or providing equivalent facilitation.
 - **4D:** BV will provide reproducible hard copies of the ADA Self-evaluation and ADA Transition Plan and electronic PDF format to the City ADA Coordinator for use and distribution.
 - **Task 5 – Final ADA Self-evaluation and ADA Transition Plan:** Following the review of the draft plans as noted in Task 5, BV will incorporate comments and prepare final plans for ADA Coordinator use and distribution.
 - **Task 6 – Final Deliverables:**
 - **6A:** Two (2) paper copies each of Draft ADA Self-evaluation and ADA Transition Plan.
 - **6B:** Two (2) paper copies of Final ADA Transition Plan and one (1) PDF copy including any appendices.
 - **6C:** One (1) electronic GIS copy of all field data compatible with City GIS system.

HYGIENE SAFETY EXCELLENCE

BVNA has launched a certification label based on health measures to accompany the resumption of activity in various industries, both private and public. The Hygiene Safety Excellence Certification program assists with reopening facilities and services. Our partnership with the Cleveland Clinic provides clear guidance and ensures confidence for both internal employees and the public as programs and services resume. This certification program includes the following five phases. All phases may be selected or individual phases may be selected to match the needs requiring assistance and BVNA will assist accordingly.

- I. **CONSULTING:** Build a detailed Hygiene Safety Excellence (Guide) for prevention and safety.
- II. **TRAINING AND COMMUNICATION:** Create and administer communication/training kits for good hygiene practices for all employees (optional collaboration initiatives between Client marketing and BV marketing to promote hygiene safety).
- III. **INITIAL AUDIT:** Complete initial audit and reporting of hygiene protocols and operational requirements (optional surface testing if requested).
- IV. **HYGIENE SAFETY EXCELLENCE LABEL:** Apply for Hygiene Safety Excellence Certification (and install Certification label).
- V. **SURVEILLANCE:** Continue ongoing auditing and testing in order to comply with the Hygiene Safety Excellence (Guide).

**ATTACHMENT B
FEE SCHEDULE**

CONSTRUCTION CODE SERVICES

Fee Table 1 - Commercial and Multi-Family construction plan review

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$50. ⁰⁰
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$70.69 for the first \$10,000. ⁰⁰ plus \$5.46 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$152.59 for the first \$25,000. ⁰⁰ plus \$3.94 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$251.09 for the first \$50,000. ⁰⁰ plus \$2.73 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$387.59 for the first \$100,000. ⁰⁰ plus \$2.19 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,263.59 for the first \$500,000. ⁰⁰ plus \$1.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$2,188.59 for the first \$1,000,000. ⁰⁰ plus \$1.23 for each additional \$1000. ⁰⁰

Fee Table 2 - Commercial and Multi-Family construction inspection

Valuation	Fee
\$1. ⁰⁰ to \$10,000. ⁰⁰	\$76. ⁹²
\$10,001. ⁰⁰ to \$25,000. ⁰⁰	\$108.75 for the first \$10,000. ⁰⁰ plus \$8.40 for each additional \$1000. ⁰⁰
\$25,001. ⁰⁰ to \$50,000. ⁰⁰	\$234.75 for the first \$25,000. ⁰⁰ plus \$6.06 for each additional \$1000. ⁰⁰
\$50,001. ⁰⁰ to \$100,000. ⁰⁰	\$386.25 for the first \$50,000. ⁰⁰ plus \$4.20 for each additional \$1000. ⁰⁰
\$100,001. ⁰⁰ to \$500,000. ⁰⁰	\$596.25 for the first \$100,000. ⁰⁰ plus \$3.36 for each additional \$1000. ⁰⁰
\$500,001. ⁰⁰ to \$1,000,000. ⁰⁰	\$1,940.25 for the first \$500,000. ⁰⁰ plus \$2.85 for each additional \$1000. ⁰⁰
\$1,000,001. ⁰⁰ and up	\$3,365.25 for the first \$1,000,000. ⁰⁰ plus \$1.89 for each additional \$1000. ⁰⁰

Fee Table 3 - Construction or Improvement of a Residential Dwelling

New Residential Construction	
Plan Review and Inspection Fee	
Square Footage (S.F.)	Fee
0 - 1,500 S.F.	\$785.00
1,501 - 10,000 S.F.	\$785.00 for the first 1,500 S.F. plus \$0.35 for each additional S.F. to and including 10,000 S.F.
Over 10,000 S.F.	\$3,760.00 for the first 10,000 S.F. plus \$0.15 for each additional S.F. over 10,000 S.F.

Plan Review Only	
Plan Review Fee Only Per Dwelling Unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per Plan or per Address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per Plan or per Address
Alterations / Additions / Improvements for Residential Construction	
Trade Permits	Fee
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2

* All fees billed upon issuance of the permit by the jurisdiction

Back-up inspections

* Backup inspections will be performed during times of inspector absence due to illness, vacation or training at the listed rates. All other project activity will utilize the tables above.

Single Family Residential	\$76.92 per address/building
Commercial and non-Single Family Residential	\$125.00 per address/building/unit

FIRE SERVICES

Single Family Residential Fire Services

Fire Code Plan Review Services	\$175.00
Fire Code Inspection Services	\$400.00

Fire Code Plan Review Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$200.00
\$6,250 to \$250,000	\$300.00
\$251,000 to \$500,000	\$425.00
\$501,000 to \$1,000,000	\$550.00
\$1,001,000 to \$3,000,000	\$800.00
\$3,001,000 to \$6,000,000	\$1,200.00
\$6,000,000 and up	\$1,200.00 plus \$0.38 for each additional \$1,000.00

Fire Code Inspection Services - Commercial and Multi-Family construction (Fire Alarm System & Fire Sprinkler System)

Valuation	Fee, Each System
Less than \$6,250	\$300.00
\$6,250 to \$250,000	\$425.00

\$251,000 to \$500,000	\$525.00
\$501,000 to \$1,000,000	\$675.00
\$1,001,000 to \$3,000,000	\$950.00
\$3,001,000 to \$6,000,000	\$1,425.00
\$6,000,000 and up	\$1,425.00 plus \$0.38 for each additional \$1,000.00

Valuation is based on construction valuation for project

Fire Underground

Fire Code Plan Review (1 hour minimum)	\$100.00 per hour
Fire Code Plan Inspection (1 hour minimum)	\$250.00 per hour

Fire Extinguisher Suppression System

Per permit, one inspection	\$450.00
Each re-inspection	\$100.00

Fire Certificate of Occupancy Inspections

Fire Certificate of Occupancy inspections * Minimum one hour per inspection	\$150.00 per hour
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Annual Fire Safety Inspections

Day Care, Foster Home, Commercial Business (each inspection and re-inspection per location)	\$100.00
Nursing Home / Assisted Living / School (each inspection and re-inspection per location)	\$250.00

Underground / Aboveground Fuel Storage Tanks

Fire Code Plan Review	\$350.00
Fire Code Inspection	\$450.00

Site Plan

Fire Code Plan Review (2 hour minimum)	\$250.00 per hour
Fire Code Plan Inspection (2 hour minimum)	\$250.00 per hour

The construction valuation is determined by the greater of the declared valuation of the project or the valuation calculated using the International Code Council Building Valuation Data table, first update of each calendar year.

Example:

Square Foot Construction Costs

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
B Business	200.26	192.96	186.54	177.38	161.90	155.84	170.40	142.43	136.08

The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.
New Building

Group B occupancy
 Type VB construction
 10,000 square feet total building area
 Declared construction valuation \$1,200,000.
 Calculated construction valuation - 10,000 square feet X \$136.08 per square foot = \$1,360,800.
 The calculated construction valuation is greater than the declared construction valuation so \$1,360,800 is used to calculate the Bureau Veritas fee for the project.

* Note: BVNA fees do not include any taxes, licensing or other fees imposed by governmental or outside agencies.

HEALTH SERVICES

FULL SERVICE:

Cost of Service for Permanent Food Establishment permit (2 TFER inspections) (No fee for one re-inspection, per permit year, if required)	\$400.00
Cost of Service for Mobile Food Vendor (Hot and Cold Truck) and Seasonal Vendor permits (1 TFER inspection) (No fee for one re-inspection, per permit year, if required)	\$200.00
Cost of Service for Public Swimming Pool inspections (1 inspection per year) (No fee for one re-inspection, per permit year, if required)	\$200.00
Cost of Service for each Temporary Event permit (1 TFER inspection)	\$100.00
Cost of Service for each Complaint Investigation (1 TFER inspection)	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for more than one re-inspection. * Minimum one hour.	\$150.00 per hour

PUBLIC WORKS SERVICES

Public Works Inspection Only	2.5% of the cost of construction
Public Works Plan Review & Inspection	3.0% of the cost of construction
Temporary Back Up Inspection	\$150/hour, minimum 4 hours.

PLANNING AND MAPPING SERVICES

Fixed Fees (Based on estimated population in \$/1,000 people, minimum 5,000 people)

Comprehensive Planning and Mapping			
Item	Elements	Cost / 100 people	Min. Hours
1	Base Planning a. Base Map* b. Land Use c. Population d. Housing+D45	\$2,000	67
2	Parks & Recreation	\$750	25

3	Thoroughfare Plan	\$750	25
4	Central Business District Planning	\$1,250	42
5	Zoning Ordinance	(fixed fee) \$6,500	43
6	Subdivision Ordinance	(fixed fee) \$6,500	43
7	Streets Condition Study	\$700	23
8	Water Study Distribution and Supply	\$1,000	33
9	Wastewater Collection and Treatment	\$1,000	33
10	Capital Improvement Plan	\$300	10
11	Digital Map preparation*	\$1,000	33
12	Citizen Participation	\$1,250	42

As a minimum Item 1 and 12 must be included in any study except Item 11 which is a standalone element

* Assume easy access to documents - additional research listed under additional services

Hourly Fees

Available Planning Services	
Element	Cost
Site Plan Review	\$150 per hour (1 hour minimum)
Site Plan Preparation	\$150 per hour (1 hour minimum)
Zoning Application Review	\$150 per hour (1 hour minimum)
SUP Application Review	\$150 per hour (1 hour minimum)
Zoning Board of Adjustment Application Review	\$150 per hour (1 hour minimum)
Sign Application Review	\$150 per hour (1 hour minimum)
Zoning Case Ordinance Preparation	\$150 per hour (1 hour minimum)
Plat Review - Planning Perspective	\$150 per hour (1 hour minimum)
Public Hearing Notice map and ownership list (City Mails)	\$150 per hour (1 hour minimum)
Zoning Map Updates	\$150 per hour (1 hour minimum)
911 Address mapping (First Time)	\$1,000 per person Min. 33 hours
911 Address mapping updates	\$150 per hour (1 hour minimum)
City Council/Planning and Zoning Meeting	\$225 per hour (1 hour minimum)
Contract Planning Director	\$175 per hour (1 hour minimum)
Contract Planner	\$150 per hour (1 hour minimum)
Contract work for Developer interests	\$150 per hour (1 hour minimum)
Easement Acquisition Negotiator	\$150 per hour (1 hour minimum)
Additional Services	\$150 per hour (1 hour minimum)

* Assume easy access to documents - additional research listed under additional services

Reimbursable Expenses (\$150 per hour)

Reimbursable expenses shall include, but not be limited to, the following:

Mileage (Per current IRS rate)

Domestic Travel Per Diem (Per current GSA rate plus lodging)

Other Direct Project Expenses (at cost plus 15%) including:

- Printing, graphics, photography and reproduction
- Special shipping

ADA SERVICES

Grand Total for Phase 1 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
1A – ADA Coordinator & Liaisons Selection & Training	40	\$150.00	\$6,000.00
1B – ADA Notice Development & Distribution	40	\$150.00	\$6,000.00
1C – ADA Grievance Procedure Development & Distribution	40	\$150.00	\$6,000.00
1D – ADA Training of City Staff of Public Facing Depts.	56	\$150.00	\$8,400.00
Grand Total:	176 (1.5 wks)		\$26,400.00

Grand Total for Phase 2 Scope of Work

Phase 2 Details	Number of Hours	Rate per Hour	Sub-total
2A – ADA Self-evaluation	576	\$150.00	\$86,400.00
2B – ADA Transition Plan	96	\$150.00	\$14,400.00
2C – Public Participation, Outreach, and City Staff Training	40	\$150.00	\$6,000.00
2D – Meetings, Presentation to Council, and Documentation	168	\$150.00	\$25,200.00
Grand Total:	880 (5.5 mos.)		\$132,000.00

Note that any additional services above and beyond the scope of work noted above will incur additional fees which BV can review and provide cost estimates to accommodate the City.

HYGIENE SAFETY EXCELLENCE

Service(s)	Related Protocol(s)	Fee(s)
Consulting – Hygiene Safety Excellence Protocol (Guide)	Client Specific (One-time fee)	\$1,250 per man day
eLearning platform and sector specific modules	Client Specific	\$15 per user, plus • One-time setup cost \$500 • Optional custom portal per unique module / department function (\$2,000)
Physical Audit	Client Specific	\$1,450 estimate per Facility*
Surface Testing (optional)**	Client Specific	Pricing available for review
Certification	Client Specific	\$195 estimate per Facility
*The fee for a larger-sized building may be a higher fee than the estimated Fee shown in the Table. BVNA will propose a fee per facility.		
**BVNA recommends 10 surface tests per property of random surfaces of service counters, etc.		



**Proposal for the City of New Fairview
Building Inspection and Plan Review Services
December 1, 2022**

EXECUTIVE SUMMARY

Metro Code is a woman-owned, 27-year-old company that provides municipalities throughout the state of Texas with development infrastructure, plan review, building inspections, energy, green, and TAS services. Metro Code is a full-time plan review and inspection consulting firm that provides fast, accurate review of construction plans and building inspections.

As a specialist in their field, Metro Code provides plan review services that ensure construction projects adhere to all building codes, local amendments, and TAS requirements. Similarly, Metro Code's inspection services provide evaluations of the construction project to ensure building, plumbing, mechanical, electrical, and energy trades are all code compliant. Metro Code follows the rules and guidelines set forth by the International Code Council (ICC) when conducting plan reviews and inspections. Metro Code also follows all local and State of Texas requirements including, but not limited to, Texas Department of Licensing and Regulation (TDLR) and the Texas State Plumbing Board.

Metro Code consists of plans examiners and inspectors with the highest certifications in the industry. All plan reviews and inspections are performed by ICC certified reviewers and inspectors. Metro Code also has Building Code Officials and Master Code Officials on staff to ensure all construction projects meet the intent of the code. Several inspectors at Metro Code have over 20 years of experience and knowledge working specifically in the DFW area; this experience would be an incredible resource for the City of New Fairview to utilize when contracting inspections.

For more than two decades, Metro Code has been performing Third-Party Plan Review and Inspections for cities within the DFW metroplex. In 2021, Metro Code completed the plan review and inspections on over 4,000 local, single-family residences. The staff at Metro Code are professional, well-qualified, and highly capable individuals that work together to provide the best service possible. In light of this, Metro Code would make an excellent supplier to perform contracted plan review and inspection services for the City of New Fairview.

BACKGROUND

Metro Code was originally founded in the late 1990's. Metro Code is a small, local business based out of the City of Fort Worth. The company currently has 35 employees and focuses 100% of its business in the Dallas/ Fort Worth Metroplex. Metro Code has 7 combination inspectors on staff, 3 of whom are MCPs and CBOs. Metro Code also has 4 full-time energy inspectors on staff.

List of Services Offered by Metro Code

Residential and Commercial Plan Review

- Digital Plan Review available
- Commercial Plan Review completed in 5-7 business days
- Residential Plan Review completed in 3-5 business days
- International Code Council standards used for all plan reviews
- Building permits and packets delivered onsite to client
- Liaison between client and engineers/ architects
- Courier service for plan pick up & delivery

Residential and Commercial BMEP Inspections

- Inspections provided within 24 hours
- Night and weekend inspections available upon request
- Highly experienced inspectors with excellent customer service
- ICC Combination Inspectors available for residential and commercial inspections

IECC Energy Plan Review and Inspections

- 2015 IECC standards used for all plan reviews
- Commercial ComCheck Provider
- Utilization of Residential Performance Software
- ERI Compliant
- Energy Star Provider
- HERS Ratings Provider

Texas Accessibility Specialist

- TAS plan review completed in 5-7 business days
- Registration of TAS project with the state of Texas
- Inspections for accessibility compliance



COMPANY EXPERIENCE, STAFFING, AND QUALIFICATIONS

Johnathan Killebrew, President, MCP, CBO

Johnathan Killebrew graduated from Utah Valley University in 2006 with a Bachelor of Science in Technology Management. After working as an energy and residential inspector, Johnathan went on to obtain his certifications as both a Master Code Professional and a Certified Building Official. In 2013, Johnathan was appointed to be the President of Metro Code, LLC. Over the years, Johnathan has been highly active in the code community by serving as a SPEER ambassador in the State of Texas. He is also a HERS rater and has a true passion for energy conservation.

Paul Smoot, MCP, CBO

Paul has been with Metro Code for over 15 years. Paul is one of the most certified inspectors in the country and has both his Master Code Professional and CBO Certifications.

John Kirchner, MCP, CBO

John has been with Metro Code for 20 years. He is a Master Code Professional and Certified Building Official.

Clint Heaslet, Inspector Manager

Clint is the Inspector Manager at Metro Code. He is a Residential Combination Inspector with 17 years' experience.

Justin Tolleson, Residential Combination Inspector, 10 years' experience

Gary Webster, Residential Combination Inspector, 5 years' experience

Cole Cantrell, Residential Combination Inspector, 5 years' experience

Zach McCray, Energy Inspector, 9 years' experience

Mitchell Stephens, Energy Inspector, 1 year experience

Bret Hudman, Energy Inspector, 2 years' experience

Dylan Myers, Energy Inspector, 1 year experience

CarieAnn Wall, TAS Inspector, 5 years' experience



Johnathan Killebrew, President, MCP, CBO

Certification	Expiration Date
Building Code Official	expires 06/13/2025
Residential Mechanical Inspector	expires 06/13/2025
Mechanical Code Official	expires 06/13/2025
Commercial Combination Inspector	expires 06/13/2025
Certified Building Official	expires 06/13/2025
Commercial Energy Inspector	expires 06/13/2025
Residential Combination Inspector	expires 06/13/2025
Commercial Plumbing Inspector	expires 06/13/2025
Zoning Inspector	expires 06/13/2025
Plumbing Code Official	expires 06/13/2025
Commercial Building Inspector	expires 06/13/2025
Green Building - Residential Examiner	expires 06/13/2025
Residential Building Inspector	expires 06/13/2025
Commercial Mechanical Inspector	expires 06/13/2025
Residential Plumbing Inspector	expires 06/13/2025
Electrical Code Official	expires 06/13/2025
Plumbing Plans Examiner	expires 06/13/2025
Residential Energy Inspector/Plans Examiner	expires 06/13/2025
Residential Electrical Inspector	expires 06/13/2025
Commercial Electrical Inspector	expires 06/13/2025
Commercial Energy Plans Examiner	expires 06/13/2025
Combination Plans Examiner	expires 06/13/2025
Building Plans Examiner	expires 06/13/2025
Electrical Plans Examiner	expires 06/13/2025
Accessibility Inspector/Plans Examiner	expires 06/13/2025
Master Code Professional	expires 06/13/2025
Mechanical Plans Examiner	expires 06/13/2025
Combination Inspector	expires 06/13/2025
Electrical Inspector	expires 06/13/2025
Building Inspector	expires 06/13/2025
Mechanical Inspector	expires 06/13/2025
Plumbing Inspector	expires 06/13/2025
Building Code Specialist	expires 06/13/2025
Plumbing Code Specialist	expires 06/13/2025
Mechanical Code Specialist	expires 06/13/2025
Electrical Code Specialist	expires 06/13/2025
Energy Code Specialist	expires 06/13/2025
Registered Accessibility Specialist	expires 09/13/2022
Texas State Plumbing Inspector - I-2892	expires 01/31/2023



Paul Smoot, MCP, CBO

Certification	Expiration Date
Combination Inspector	expires 07/14/2027
Plumbing Code Official	expires 07/14/2027
Fire Plans Examiner	expires 07/14/2027
Electrical Code Official	expires 07/14/2027
Mechanical Plans Examiner	expires 07/14/2027
Commercial Building Inspector	expires 07/14/2027
Electrical Plans Examiner	expires 07/14/2027
Mechanical Inspector	expires 07/14/2027
Accessibility Inspector/Plans Examiner	expires 07/14/2027
Electrical Inspector	expires 07/14/2027
Fire Inspector II	expires 07/14/2027
Building Inspector	expires 07/14/2027
Residential Energy Inspector/Plans Examiner	expires 07/14/2027
Residential Plumbing Inspector	expires 07/14/2027
Certified Fire Code Official	expires 07/14/2027
Residential Mechanical Inspector	expires 07/14/2027
Housing Code Official	expires 07/14/2027
Residential Electrical Inspector	expires 07/14/2027
Commercial Electrical Inspector	expires 07/14/2027
Plumbing Plans Examiner	expires 07/14/2027
Mechanical Code Official	expires 07/14/2027
Residential Building Inspector	expires 07/14/2027
Commercial Mechanical Inspector	expires 07/14/2027
Zoning Inspector	expires 07/14/2027
Residential Combination Inspector	expires 07/14/2027
Commercial Energy Inspector	expires 07/14/2027
Building Plans Examiner	expires 07/14/2027
Residential Fire Sprinkler Inspector/Plans Examiner	expires 07/14/2027
Certified Building Official	expires 07/14/2027
Fire Inspector I	expires 07/14/2027
Commercial Energy Plans Examiner	expires 07/14/2027
Plumbing Inspector	expires 07/14/2027
ICC / AACE Property Maintenance and Housing Inspector	expires 07/14/2027
Commercial Combination Inspector	expires 07/14/2027
Commercial Plumbing Inspector	expires 07/14/2027
Combination Plans Examiner	expires 07/14/2027
Building Code Official	expires 07/14/2027
Master Code Professional	expires 07/14/2027
Building Code Specialist	expires 07/14/2027
Plumbing Code Specialist	expires 07/14/2027
Mechanical Code Specialist	expires 07/14/2027
Electrical Code Specialist	expires 07/14/2027
Fire Code Specialist	expires 07/14/2027
Housing and Zoning Code Specialist	expires 07/14/2027
Texas State Plumbing Inspector - I-2787	expires 01/31/2023

John Kirchner, MCP, CBO

Certification	Expiration Date
Residential Electrical Inspector	expires 01/29/2026
Building Code Official	expires 01/29/2026
Mechanical Inspector	expires 01/29/2026
Certified Building Official	expires 01/29/2026
Commercial Electrical Inspector	expires 01/29/2026
Residential Mechanical Inspector	expires 01/29/2026
Master Code Professional	expires 01/29/2026
Commercial Energy Plans Examiner	expires 01/29/2026
Building Plans Examiner	expires 01/29/2026
Accessibility Inspector/Plans Examiner	expires 01/29/2026
Plumbing Inspector	expires 01/29/2026
Plumbing Code Official	expires 01/29/2026
Residential Combination Inspector	expires 01/29/2026
Commercial Energy Inspector	expires 01/29/2026
Zoning Inspector	expires 01/29/2026
Commercial Building Inspector	expires 01/29/2026
Commercial Mechanical Inspector	expires 01/29/2026
Plumbing Plans Examiner	expires 01/29/2026
Electrical Plans Examiner	expires 01/29/2026
Residential Building Inspector	expires 01/29/2026
Residential Energy Inspector/Plans Examiner	expires 01/29/2026
Residential Plumbing Inspector	expires 01/29/2026
Building Inspector	expires 01/29/2026
Electrical Inspector	expires 01/29/2026
Building Code Specialist	expires 01/29/2026
Plumbing Code Specialist	expires 01/29/2026
Electrical Code Specialist	expires 01/29/2026
Combination Inspector	expires 01/29/2026
Texas State Plumbing Inspector - I-2508	expires 01/31/2023

Cole Cantrell, Residential Inspector

Certification	Expiration Date
Residential Energy Inspector/Plans Examiner	expires 06/18/2023
Residential Electrical Inspector	expires 02/22/2024
Commercial Energy Inspector	expires 08/12/2024
Residential Plumbing Inspector	expires 01/18/2025
Hers Field Rater	
Texas State Plumbing Inspector - I-4003	Expires 08/31/2023

CarieAnn Wall, TAS Inspector

Certification	Expiration Date
Texas Registered Accessibility Specialist, #1374	expires 06/02/2023

Justin Tolleson, Residential Combination Inspector

Certification	Expiration Date
Residential Energy Inspector/Plans Examiner	expires 08/29/2022
Commercial Energy Inspector	expires 08/29/2022
Residential Building Inspector	expires 04/09/2024
Residential Plumbing Inspector	expires 07/24/2023
Residential Mechanical Inspector	expires 08/28/2023
Residential Electrical Inspector	expires 03/15/2024
Residential Combination Inspector	expires 03/16/2024
Texas State Plumbing Inspector - I-3905	expires 02/28/2023
Hers Field Rater	

Clint Heaslet, Residential Combination Inspector

Certification	Expiration Date
Residential Mechanical Inspector	expires 07/14/2024
Residential Energy Inspector/Plans Examiner	expires 07/14/2024
Residential Electrical Inspector	expires 07/14/2024
Residential Building Inspector	expires 07/14/2024
Residential Plumbing Inspector	expires 07/14/2024
Residential Combination Inspector	expires 07/14/2024
Texas State Plumbing Inspector - I-2704	expires 01/31/2023

Gary Webster, Residential Combination Inspector

Certification	Expiration Date
Residential Building Inspector	expires 01/26/2025
Residential Mechanical Inspector	expires 05/27/2025
Residential Plumbing Inspector	expires 01/26/2025
Mechanical Inspector	expires 05/29/2025
Commercial Mechanical Inspector	expires 01/26/2025
Texas State Plumbing Inspector - I-4028	expires 08/31/2023

Zach McCray, Energy Inspector

Certification	Expiration Date
Residential Energy Inspector/Plans Examiner	expires 08/31/2022
Hers Field Rater	

Martin Caraway, Energy Inspector

Certification	Expiration Date
Residential Energy Inspector/Plans Examiner	expires 01/07/2023
Commercial Energy Inspector/ Plans Examiner	expires 04/06/2024
Hers Field Rater	

CLIENTS AND CUSTOMERS

Examples of Current Customers

Antares Homes	Highland Homes	Robinson Builders
American Legend	History Maker Homes	Ron Carter Construction
B Smart Builders	Impression Homes	Sandlin Homes
Beazer	JM Builders	Scott Tucker Construction
Bloomfield Homes	John Askew Company	Starlight Homes
Braswell Homes	Kenmark Homes	Stone Hollow Homes
Camillo Properties	Lennar Homes	Structures & Design
Carnegie Properties	Legend Homes	Sullivan Construction
Castle Hill Builders	LGI Homes	TGC Custom Homes
Clarity Homes	Lillian Custom Homes	Toll Brothers
Dan Thomas Homes	M/I Homes	Trendmaker Homes
Design for Living	Meritage Homes	Trinity Custom Homes
DR Moss Custom Homes	Our Country Homes	Trophy Signature Homes
Drees Homes	Palisade Custom Homes	University Homes
First Texas Homes	Payton May Homes	Vector Builders
Fred Parker Custom Homes	Ramsey Construction	Village Builders
Gehan Homes	Rang One Holdings	V'Fine Homes
Grand Homes	Ravenwood	Westbriar Construction
Hidden Creek	Riverside Homebuilder	WJH Investments

Examples of Services for Current and Past Municipalities

Municipality:	Services Provided:
City of Allen	Inspections
City of Arlington	Plan Review and Inspections
City of Aurora	Inspections
City of Corinth	Plan Review, Inspections, Consulting
City of Dallas	Plan Review and Inspections
City of Fort Worth	Plan Review and Inspections
City of Haslet	Plan Review and Inspections
City of Hidden Cove	Inspections
City of Little Elm	Inspections
City of Melissa	Inspections
City of Salina	Inspections
City of Samson Park	Inspections
City of White Settlement	Inspections
Denton County	Plan Review and Inspections
Town of Pantego	Inspections
Shady Shores	Inspections

Examples of Commercial Projects

Multi-Family:

- Broadstone 5th & Summit, 500 Energy Way, Fort Worth (Alliance Residential)
- Alliance Apartments, 3840 Cadence Ln, Fort Worth (Amtex Housing)
- The Moderne, 2721 Wingate St, Fort Worth (HiRise Partners)
- Alta Champions Circle, 15848 Championship Cir, Fort Worth (Wood Partners)
- Oleander II, 1001 & 1053 W Rosedale St, Fort Worth (Lang Partners)
- Magnolia on Stanley, 2901 Stanley Ave, Fort Worth (MPC Stanley, LLC)
- Mistletoe Station, 1916 Mistletoe Blvd & 2116 Beckham Pl, Fort Worth (Saigebrook Development)
- Linwood Apartments, 201 Wimberly St, Fort Worth (BRNB Construction)

Medical:

- North Tarrant Medical Village, 3800 / 3824 / 3848 N Tarrant Pkwy, Fort Worth – Shells & Finish-Outs (Bill & Dee Builders)
- Heritage Glen Office Park, 9413 / 9415 / 9421 / 9439 N Beach St, Fort Worth, TX – Shells & Finish-Outs (Castle Development)

Hotels:

- Tru by Hilton, 6200 Old Denton Rd, Fort Worth (Krisnik Management & Development)
- Avid by IHG, 6225 Sandshell Dr, Fort Worth (Buffalo Builders)
- Sleep Inn & Suites, 6050 Old Denton Rd, Fort Worth (Eaglewood Group)

Commercial Mixed Use:

- Banks Business Park, 4800 Boat Club Rd, Fort Worth (Landon Banks)
- Five Points Crossing, 2488 Avondale-Haslet Rd, Fort Worth (Texas Improvements)
- Tillman Building, 1100 S Lake St, Fort Worth (Structures & Interiors)

Commercial Retail:

- Shops at Park Vista, 4940 N Tarrant Pkwy, Fort Worth (SP Commercial Real Estate LLC)
- Russell Feed Store, 10600 Camp Bowie Blvd, Fort Worth (Landon Banks Construction)
- Service King – East, 7933 Ederville Rd, Fort Worth (VLK Architects)
- Service King – West, 2929 Strawn Ln, Fort Worth (VLK Architects)
- Jason's Deli, 2217 Midtown Ln, Fort Worth (Sebastian Construction)
- Golden Chick, 4341 W Risinger Rd, Fort Worth (Annapurna Foods Inc)
- Mateo's Store & Gas, 5601 Golden Triangle Blvd, Fort Worth (No. 10 Design Group)

Self-Storage:

- 157 Self-Storage, 3950 Hwy 157 S, Fort Worth (No. 10 Design Group)
- Life Storage, 12460 NW Hwy 287, Fort Worth (287 Willow Springs Storage, LP)
- Fort Worth Self-Storage, 2721 White Settlement Rd, Fort Worth (MYCO Development)
- Chapel Creek Storage Units, 10113 First Chapel Dr, Fort Worth (Caspian Management Group)
- TMS Self-Storage, 2200 Highway 114, Fort Worth (TMS Self-Storage)

Schools:

- Career & Technology Education Center, 1800 W Cleburne Crowley Rd, Crowley County (VLK Architects)
- Primrose School, 9840 Blue Mound Rd, Fort Worth (Max Alley Construction)
- Primrose School, 3777 Westridge Ave, Fort Worth (Max Alley Construction)

REFERENCES

City of Dallas

Description of Services:

Residential and Commercial Plan Review
Residential and Commercial Building Inspections

Project Start Date and End Date: 01/27/2021- 01/26/2023 with option to extend

Client Project Manager Name, Telephone, and Email:

James Metzgar, 214-948-4069, james.metzgar@dallascityhall.com

City of Haslet

Description of Services:

Residential and Commercial Plan Review
Residential and Commercial Building Inspections

Project Start Date and End Date: 2013- Current

Client Project Manager Name, Telephone, and Email:

Mike Thetford, 817-307-0286, mtherford@haslet.org

City of Fort Worth

Description of Services:

Third-Party Residential and Commercial Plan Review
Third-Party Residential and Commercial Building Inspections

Project Start Date and End Date: 01/2000- Current

Client Project Manager Name, Telephone, and Email:

Allison Gray, 817-392-8030, Allison.Gray@Fortworthtexas.gov

METHODOLOGY AND APPROACH TO PROJECT

One of our core values at Metro Code is to provide a timely, accurate delivery of work. We promise our customers that we will provide same-day inspections, and we stand by that promise. At Metro Code, we also believe in providing our clients and customers with extraordinary customer service. In working with the City of New Fairview, we expect to provide that same level of service for any contracted inspections or plan review. The combination of our customer service, plus our promise to deliver, is what sets Metro Code up for success.

Similarly, we hire and train the most qualified inspectors, who can provide our customers with expert advice and building code information. Our mission at Metro Code is to provide extraordinary service to our clients, which in turn, enables them to construct their vision, while ensuring the life, health, and safety of the community. We achieve this through diligent training and encouragement of continuing education.

In terms of performing the work, as soon as we receive inspection requests from the City of New Fairview, we plan to assign and complete those inspections by the end of the next business day. As part of our company infrastructure, Metro Code has a proprietary software which allows for scheduling same-day inspections, assigning same-day inspections, and reporting the results in real time. Consequently, our software allows our customers to access inspection results as soon as the inspection occurs.

It is our goal is to provide a positive, professional attitude in all of our business interactions, whether that is with a municipality, builder, or homeowner, and we will bring that same approach to any inspection or plan review that we do on behalf of the City of New Fairview. We believe that Integrity is a vital component in developing successful relationships, and we plan to demonstrate this by telling the truth to ourselves, our employees, and our customers. In doing so, we expect to perform services for the City of New Fairview in a way to that will be successful for both the customer and the City.

PROPOSED COST SCHEDULE

Option 1: Pricing based per service (a la carte method)

- Plan Review (Residential and Commercial): \$100.00 per hour
- Inspections (Residential): \$75.00 per trade per trip
- Inspections (Commercial): \$85.00 per trade per trip

Option 2: Pricing based on a percentage of each project. See below for specific pricing based on the current fee schedule at the City of Fairview.

New Construction **Metro Code's Fee**

New Construction New Single Family Residential		
Building Permit	\$700 + \$0.50/sq. foot	
Plan Review	50% of the New Construction Permit	35% of Building Permit
Building Inspections		35% of Building Permit
New Multi-Family Residential		
Building Permit	Commercial Step Rate	
Plan Review	65% of Building Permit	35% of Building Permit
Building Inspections		35% of Building Permit
New Commercial		
Building Permit	Commercial Step Rate	
Plan Review	65% of Building Permit	35% of Building Permit
Building Inspections		35% of Building Permit
In-Person Building Official Services		\$150.00/ hour

Other New Construction Fees **Metro Code's Fee**

Driveway with Curb Cut	\$100	70% of Fee
Culvert Permit	\$100-Residential/\$200 Commercial	70% of Fee
Sign Permit (Monument)	\$100	70% of Fee
Irrigation	\$100 Residential/\$150 Commercial	70% of Fee
Fence	\$80 Residential/\$160 Commercial	70% of Fee
Accessory Building	\$150 Residential/Commercial	70% of Fee
New Construction Shell- Mixed Use Building	Commercial Step Rate	70% of Fee
Shell Building	Commercial Step Rate	70% of Fee
Grading Permit	\$100 Residential/\$300 Commercial	70% of Fee
Re-Inspection Fees		
Re-Inspections after second red-tag	\$100	70% of Fee

Alterations, Repairs, Remodels, and Add-Ons		Metro Code's Fee
Residential		
Building Permit	\$1.00 Sq. Foot	70% of Building Permit
Commercial		
Building Permit	Commercial Step Rate	70 % of Building Permit
Fire Code Review (if applicable)	\$80	N/A
Final Certificate of Occupancy	\$100	70 % of Fee
Mixed Use		
Finish Out Mixed Use-Residential	\$1.00 Sq. Foot	70 % of Building Permit
Finish Out Mixed Use-Commercial	Commercial Step Rate	70 % of Building Permit
Other Charges		
Curb Cut- Established Driveway	\$100 Residential/\$200 Commercial	70 % of Fee
Accessory Building	\$150 Residential or Commercial	70 % of Fee
Culvert Permit	\$50 Residential/\$100 Commercial	70 % of Fee
Deck > 30" Above Ground	\$100	70 % of Fee
Demolition- Entire Building	\$100	70 % of Fee
Demolition- Interior	\$50	70 % of Fee
Demolition- Pool	\$100	70 % of Fee
Fence	\$80 Residential/\$160 Commercial	70 % of Fee
Foundation Repair	\$150	70 % of Fee
Gas Test	\$100 Residential/\$200 Commercial	70 % of Fee
Retaining Wall > 48" Tall	\$100	70 % of Fee
Siding	\$100	70 % of Fee

Licenses, Registrations, and Trades		Metro Code's Fee
Electrical, Gas, Mechanical, Plumbing Permit	\$100 Residential/ Commercial	70 % of Fee
Demolition Permit	\$100	70 % of Fee
Carport/Canopy/Patio Cover	\$100	70 % of Fee
Construction Trailer	\$100	70 % of Fee
Commercial Flat Work (Parking Lot)	\$200	70 % of Fee
Concrete Patio/Sidewalks	\$100	70 % of Fee
Residential Flat Work (Patio Side Walls)	\$100	70 % of Fee
Garage Sale	Free	70 % of Fee
Move-In Manufactured Home	\$1,100 + Truck Fee plus direct expenses of professional consultants for review of application and submitted materials	70 % of Fee
Move In- Truck	\$100 Per Truck	70 % of Fee
Roof	\$100 Residential/\$200 Commercial	70 % of Fee
Sales Trailer	\$100	70 % of Fee
Screening Wall	\$100	70 % of Fee
Sign- Banner	\$75.00	70 % of Fee
Sign- Permanent	\$150	70 % of Fee
Solar Panels	\$70	70 % of Fee
Water Heater	\$75 Residential/\$100 Commercial	70 % of Fee
Window Replacement	\$75	70 % of Fee

Plan Review services (35% of the permit) will be billed at the time the plan review is performed. Building Inspections (35% of the permit) will be billed at the time the first inspection is performed.

SCOPE OF WORK

Metro Code and its representatives are charged as the enforcement agency for the provisions of the State of Texas, local amendments and Building Code, Mechanical Code, Plumbing Code as defined by the 2015 International Building Code, Electrical Code as defined by the 2020 International Electrical Code, as well as the International Energy Conservation code 2015 and locally adopted amendments.

Plan review and inspections shall be conducted as required by minimum state and local requirements, third party organization policies, procedures, and the International Building Code. Plan review and inspections services are intended to replicate the services offered by the given jurisdiction building inspection department.

Pricing is based on applicable codes and jurisdiction requirements as of the proposal date. Any change or amendment to these codes after this date is subject to review and appropriate price adjustment, as required, and shall be retroactive to change the effective date.

ACCESS TO SITE

Unobstructed access to the site and all work areas shall be required. Any scheduled visit which is cancelled after the arrival of the inspector shall be billed at the normal inspection rate.

EXCLUSIONS

Special inspections as specified in chapter 17 of the 2015 International Building Code are not included and may be required as specified in the 2015 International Building Code.

All reviews and inspections exclude State, Federal, County, Health, T.E.A., Civil, Landscape Irrigation, Fire and Zoning regulations unless specified in this proposal.

Metro Code is not responsible for any construction delays due to weather...i.e. "Acts of God".

All items not specifically listed in SCOPE OF WORK.

All taxes, payments, performance bonds, and liquidated damages.

IMPORTANT INFORMATION FOR SCHEDULING INSPECTIONS

Records: In order to assist in plan review and inspections, Metro Code requests access to records in a digital format (PDF). Record transfers should be done via email if possible but can include alternative methods as needed. Metro Code can work with paper records as needed.

Reporting: Metro Code will notify the client and email the inspection reports in conjunction with the provided reporting process. Updates will be sent out daily via email. Completed inspections will be emailed as soon as they are recorded at Metro Code. The city will be responsible for inputting the inspection reports into the city system.

Inspection Requests: Requests will be scheduled directly from the client to Metro Code. Request for inspections should be made with a 24-hour notice to Metro Code via email to inspections@metrocode.com. The email request should include permit number, date of inspection request, project address, type of inspection needed, site contact and phone number.

Inspections Prior to Permit: Metro Code cannot perform inspections prior to the issuance of the building permit; doing so will result in the cancellation of Metro Code's third-party contract with the client. Similarly, the project will be subject to sanctions and fines by the City of New Fairview for such work.

Subcontractor Permits: - The Electrical, Mechanical (HVAC), Plumbing, Backflow, and Sprinkler permits must be obtained through the City of New Fairview. These permits must be in place before the work can commence.

CFA/Civil Approval: Metro Code does not employ civil engineers and generally cannot assist with this work that may be required for the client's specific project. Please consult with a professional engineer on a per project basis to ensure the client has taken the necessary steps to prevent construction delays.

After-Hours and Weekend Inspections: Metro Code knows that bad things happen to good people! If the client needs an after-hours or weekend inspection, please call Metro Code's office and speak with the Scheduling Department. Metro Code will do everything in their power to work with the client's specific needs. Fee is \$150 per trade, per building being requested. Full payment will need to be made to Metro Code during business hours before inspection can be scheduled.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

January 16, 2023

Amendments to Chapter 3 “Animal Control”

DESCRIPTION:

Receive a report and hold a discussion regarding amending the Chapter 3, “Animal Control” of the City Code of Ordinances.

BACKGROUND INFORMATION:

Chapter 3 of the City’s Code of Ordinances contains provisions regarding Animal Control, including the keeping of bees (Section 3.01.016) and the keeping of livestock (Section 3.01.014). At the January 10, 2022, City Council meeting there was a discussion regarding the keeping of bees. The Council decided that a 25-foot setback from any structure for the keeping of bees was the distance needed to keep everyone safe. The current ordinance language does not have any distance requirements.

§ 3.01.016 Keeping bees.

It shall be unlawful for any person to knowingly keep bees in such a manner as to deny the reasonable use and enjoyment of adjacent property or endanger the personal health and welfare of the inhabitants of the city. Bees shall not be kept in subdivisions of the city.

(Ordinance 2000-13-0073, sec. X(C), adopted 8/14/00)

Also, at the March 7, 2022, City Council meeting there was a discussion regarding the keeping of livestock. The Council decided to update the current ordinance to allow one (1) cow, one (1) horse, one (1) donkey or one (1) mule per acre. The current ordinance only allows one head of livestock per acre. They also want to include smaller livestock, such as goats or sheep, and were wanting to allow two (2) smaller livestock per acre. However, if animals are nursing then allow five (5) per acre to allow for the nursing offspring. They also wanted an exemption to the prohibition of swine for 4H or FFA show animal purposes, such that secondary school students in a 4-H or FFA program may keep swine for an approved program, limited in time to the program and are subject to minimum space and shelter requirements.

§ 3.01.014 Keeping livestock.

(a) Hogs. It shall be unlawful for any person to intentionally or knowingly feed or keep any species of swine in any lot, pen, building, stable or other enclosure in the city, any

part of which lot, pen, building, stable or other enclosure is nearer than one hundred (100) feet to any neighboring habitat. Only one pig is allowed per every five acres.

(b) Other animals. It shall be unlawful for any person to intentionally or knowingly feed, stable, pasture or keep any cow, goat, horse, mule, donkey, sheep or other livestock, except swine, in any lot, pen, building, stable or other enclosure in the city, any part of which lot, pen, building, stable or other enclosure is within two hundred (200) feet of any building. Only one head of livestock is allowed per acre.
(Ordinance 2000-13-0073, sec. X(D), adopted 8/14/00)

City staff was supposed to bring back an ordinance amendment with these changes for City Council consideration, but that was never done. Staff wants to confirm that the current council still wants to make these changes and that there are no other changes needed to Chapter 3.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. Chapter 3, "Animal Control" Ordinance
2. Jan. 10, 2022, City Council Meeting Minutes
3. Mar. 7, 2022, City Council Meeting Minutes
4. Draft Ordinance

Chapter 3
ANIMAL CONTROL

ARTICLE 3.01
GENERAL PROVISIONS

§ 3.01.001. Definitions.

The following words and phrases, for purpose of this chapter, have the following meanings:

Animal. Unless otherwise stated includes any living creature including, but not limited to, dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

Animal control officer. The person or persons that are qualified and designated by the city to represent and act for the city in the impoundment of animals, controlling of stray animals and as otherwise required in this chapter.

[Animal shelter or city shelter.] The shelter provided for by the city, whether owned by the city or contracted for by the city.

At large. An animal that is not confined on or off the owner's or keeper's premises by a containment device of sufficient strength and/or height to prevent an animal from escaping there from inside the house or other enclosure or secured on said premises by a leash of sufficient strength to prevent the animal from escaping from said premises, and so arranged that the animal will remain upon said premises when the leash is stretched to full length in any direction. An animal shall not be considered "at large" when held and controlled by some person, physically or by means of a leash or chain of proper strength and length to control the actions of the animal or while confined within a vehicle. An animal in the back of a pick-up truck is not an animal running at large. An animal that answers to commands that is under the command of its owner or trainer while on the property of the owner or other property with permission of property owner may be unconfined if being exercised for play or work.

Auction. Any place or facility where animals are bought, sold or traded except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

Building. Any enclosed structure intended for use or occupation as a habitation.

Cats. The word "cats" means cats of all ages, both male and female.

Dogs. The word "dogs" means dogs of all ages, both male and female.

Domestic animals. Any animals that are kept for commercial purposes, i.e., breeding, or production of food, fur, eggs, feathers, or fertilizers, including but not limited to the following: sheep, goats, chickens, ducks and geese or other fowl, and includes livestock.

Enter. The intrusion of the entire body.

Exotic animals. Any mammal, amphibian, reptile or fowl which is not naturally tame or gentle and is generally not found in the wild in the continental United States and those regulated and defined by the state department of parks and wildlife as exotic.

Fowl. Chickens, turkeys, pheasants, quail, geese, ducks, or similar tethered [feathered] animals regardless of age, sex or breed.

Habitation. A structure that is adapted for the overnight accommodation of persons and

includes the following:

- (1) Each separately secured or occupied portion of the structure; and
- (2) Each structure appurtenant to or connected with the structure.

Livestock. Domesticated animals normally kept for farm purposes, including but not limited to cattle, horses, sheep, goats and pigs.

Nuisance. Any thing or animal which is injurious to the health or morals or indecent or offensive to the senses or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property is declared a nuisance and as such shall be abated.

Owner. Any person who has legal or equitable title to any animal, harbors or keeps any animal in his possession, or who permits any animal to remain on or about his premises.

Pet shop. Any person, partnership or corporation, whether operated separate or in connection with another business enterprise except a licensed kennel, that buys, sells or boards any species of pets.

Possession. Actual care, custody, control or management of a certain animal.

Premises. The grounds and all buildings and appurtenances pertaining to the grounds, including any adjacent premises if they are directly or indirectly under the control of the same person.

Public place. Any place to which the public or a substantial group of the public has access and includes but is not limited to streets, sidewalks, highways, alleyways, parks and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities and shops.

Rabies vaccination. Properly injected with a rabies vaccine licensed for use in that species by the United States Department of Agriculture and/or department of state health services and administered by a veterinarian licensed to practice in the state.

Stray. To wander upon a public place or the property of another person.

Vicious animal. Any unprovoked animal, whether on public or private property, who approaches a person or domestic animal and exhibits vicious or terrorizing behavior in an apparent attitude of attack, whether it inflicts injury or not. Vicious animal includes, but is not limited to, any dog with a known propensity to attack without provocation or otherwise cause injury or endanger the safety of human beings or other domestic animals and a dog trained, owned, or harbored for the purposes of dog fighting.

Wild animals. All animals and reptiles which commonly exist in a natural, unconfined state and are usually not domesticated, regardless of the circumstances or duration of captivity. Examples of wild animals include but are not limited to the following: lions, tigers, bobcats, cougars, panthers, leopards, cheetahs, bears, javelinas, wolves, coyotes, elephants, gila monsters, water moccasins, coral snakes, rattlesnakes, copperheads, king cobras, any poisonous snake or reptile, pythons, boa constrictors, crocodiles and alligators.

(Ordinance 2000-13-0073, sec. I, adopted 8/14/00)

§ 3.01.002. Penalty.

- (a) It shall be unlawful for any person, firm or corporation to violate the provisions of this chapter. Any such violation shall constitute a misdemeanor, and upon conviction thereof shall be punished by fine in accordance with the general penalty provision found in section 1.01.009 of this code.
- (b) Each and every day that a violation of this chapter continues shall constitute a separate offense.

(Ordinance 2000-13-0073, sec. IX, adopted 8/14/00)

§ 3.01.003. Enforcement.

- (a) The enforcement of this article shall be the responsibility of the chief of police and his designated animal control officer(s).
- (b) Any police officer, the animal control officer, ordinance officer, and the local health official shall have authority to issue citations for violation of the provisions of this chapter.
- (c) It shall be unlawful for any person to interfere with any authorized officer performing duties under this chapter.

(Ordinance 2000-13-0073, sec. VIII, adopted 8/14/00)

§ 3.01.004. Citations; authority of animal control officers.

- (a) Citations; right of entry; interference with animal control officer.
 - (1) The animal control officer shall have the authority to issue citations for any violation of this chapter.
 - (2) It shall be unlawful for any person upon being issued a citation to intentionally or knowingly give the animal control officer other than his true name and address.
 - (3) It shall be unlawful to intentionally or knowingly fail to appear in accordance with the terms of a citation issued by the animal control officer.
 - (4) If the person being cited is not present, the animal control officer may send the citation to the alleged offender by certified or registered mail, return receipt requested, whereupon service shall be deemed complete.
 - (5) It shall be unlawful for any person to intentionally or knowingly interfere with the animal control officer in the performance of his duties.
 - (6) The animal control officer shall have right of ingress and egress on private property for the purpose of apprehending an animal at large.
- (b) Authority to carry tranquilizer guns. When acting in the course and scope of his employment the animal control officer shall be and is hereby authorized to carry on his person, or in his city vehicle, loaded tranquilizer guns approved by the director of animal control and not in violation of any provision of the Texas Penal Code or any other applicable state law.

(Ordinance 2000-13-0073, sec. IV(B), (C), adopted 8/14/00)

§ 3.01.005. Rabies control.

- (a) Vaccination of dogs and cats required. All dogs and cats within the city, four (4) months of age or over, shall be vaccinated. Such vaccination certificate shall reflect the name of the owner, his address, a description of the dog or cat, the date of the vaccination, the number of the vaccination tag and the kind of vaccination used. The veterinarian shall furnish the owner with a metal tag; on one side shall be stamped the words "Vaccinated against Rabies" and the date of the vaccination; this tag shall be securely attached to the collar or harness of the dog or cat at all times.
- (b) Reporting of rabies cases; confinement of suspected rabid animals. It shall be the duty of the owner, custodian, or the veterinarian to report to the city shelter all cases of rabies or suspected rabies of which any of the persons have knowledge. Any animal having rabies or symptoms thereof, or suspected of having rabies, or which has been exposed to rabies, shall be immediately released by the owner to the city for confinement in the shelter or, immediately upon facts having come to the attention of the owner or custodian of such animal with respect to its being rabid or having been exposed to rabies, such dog, cat or other animal shall be immediately and securely quarantined and kept under supervision of the city shelter for a period of not less than ten (10) days.
- (c) Confinement of animal that has bitten person.
- (1) When a dog, cat or other animal has bitten, scratched or otherwise attacked a person, that person or anyone having knowledge of such incident shall immediately notify the city and such dog, cat or other animal shall be confined in the shelter or at a veterinary hospital for a period of ten (10) days at the expense of the owner, and such dog, cat or other animal shall, during such period of confinement, be subject to inspection by city personnel, or a licensed veterinarian. If, after the ten (10) day period, the owner fails to pick up the animal, the owner is notified and granted five (5) additional days to pick up the animal at a charge in accordance with the current fee schedule adopted by the city council. After this time limit, the city shelter can then adopt or dispose of the animal.
- (2) If the animal in question has a valid and current vaccination, the owner shall have authority to secure the animal on his own property, provided that the animal be inspected by a veterinarian at the end of the quarantine period.
- (d) Quarantine fee. The owner of any dog or cat held in quarantine for observation purposes shall be charged a fee in accordance with the current fee schedule adopted by the city council. This fee is in addition to any impoundment fee.

(Ordinance 2000-13-0073, sec. II, adopted 8/14/00)

§ 3.01.006. Animals at large; impoundment.

- (a) Dogs running at large. Any person owning, possessing, or keeping a dog or dogs within the city, vaccinated or unvaccinated, shall confine such dog or dogs within

an adequate fence or enclosure, or within a house, garage or other building, or shall keep such dog or dogs confined by a leash or chain affixed to the dog's collar and attached to some stationary object adequate to prevent the dog or dogs from running at large.

- (b) Impounding of dogs. The animal control officer shall take into custody any dog found at large in the city, and shall impound the dog in the city shelter. Such impounded dog shall be held for a period of three (3) days, and at the end of the time, if the dog has not been claimed and the proper fee paid as prescribed herein, the dog shall be adopted or disposed of.
- (c) Authority to kill, impound or destroy animals. The animal control officer shall have authority to do the following:
 - (1) Kill an animal which poses an imminent danger to a person or property and a real or apparent necessity exists for the destruction of the animal.
 - (2) Impound an animal that is diseased and endangers the health and welfare of another animal or person.
 - (3) Destroy an impounded animal if the animal control officer determines that recovery of the animal is doubtful due to injury or disease.
- (d) Impoundment fees.
 - (1) The owner of an impounded animal will pay fees in accordance with the current fee schedule adopted by the city council in order to redeem such animal.
 - (2) A handling charge in accordance with the current fee schedule adopted by the city council will be added to the above amount before redemption of the animal.
 - (3) Any person claiming an animal that has not been vaccinated for rabies within the last year shall pay an impoundment fee in accordance with the current fee schedule adopted by the city council. Before releasing the animal, the owner shall sign a promise in writing that the animal will be vaccinated for rabies immediately upon release from the shelter. The animal control officer shall keep such a statement in a safe place and, upon receiving proof of the vaccination within five (5) days, shall refund the difference above the normal amount owed. Should such a statement be signed and the animal is impounded again, and the animal not having been vaccinated as promised, then the impoundment fee shall be in accordance with the current fee schedule adopted by the city council. Upon each subsequent impoundment of such animals, [if] the same not have been vaccinated, an additional fee shall be assessed in accordance with the current fee schedule adopted by the city council.
- (e) Euthanasia request. If the lawful owner of an animal requests euthanasia due to probable reasons, the owner must first sign the required forms. The city shelter will pay for euthanasia.
- (f) Adoption.

- (1) A person who desires to adopt an animal from the shelter shall:
 - (A) Pay an adoption fee in accordance with the current fee schedule adopted by the city council;
 - (B) Pay any license fee if required;
 - (C) Have the animal vaccinated for rabies within five (5) days after adoption; and
 - (D) Have the animal spayed or neutered within fourteen (14) days after adoption, providing the animal is of the proper age for such procedure.
- (2) The city shelter shall make the final determination whether a dog or cat is healthy enough for adoption. However, such a decision by the animal control officer to permit adoption of a particular dog or cat shall not constitute a warranty, expressed or implied, of the health or age of the animal.

(Ordinance 2000-13-0073, sec. III, adopted 8/14/00)

§ 3.01.007. Nuisances.

- (a) Noisy animals. No person shall willfully or knowingly keep or harbor on his premises or elsewhere any animal or fowl of any kind that makes or creates an unreasonable disturbance of the neighbors or the occupants of adjacent premises or persons living in the vicinity thereof or persist [permit] such animal to make or create disturbing noises by howling, barking, crowing, bawling or otherwise. A person shall be deemed to have willfully and knowingly violated the terms of this section if such person shall have been notified by the city shelter or any police officer of such disturbance and shall have failed or refused to correct such disturbance and prevent its recurrence.
- (b) Unsanitary of offensive conditions. The harboring of any animal in such a manner as to endanger the public health by the accumulation of animal wastes which create foul and offensive odors or create a breeding place for flies or mosquitoes.
- (c) Trespasses by animal. It shall be unlawful for any person to maintain any animal in any area which constitutes a nuisance by reason of repeated trespasses on public or private property.

(Ordinance 2000-13-0073, sec. IV(A), adopted 8/14/00)

§ 3.01.008. Confinement of stray animal by individual.

If a stray animal is found upon the premises of another, the occupant of the premises may confine the animal only for so long as reasonably necessary to notify the shelter and have the animal impounded. In attempting to confine the animal, the occupant shall not use any force that is intended or known by the occupant to cause, or in the manner of its use is capable of causing, death or injury to the animal.

(Ordinance 2000-13-0073, sec. V(A), adopted 8/14/00)

§ 3.01.009. Abandonment of animal.

It shall be unlawful for any person to intentionally or knowingly abandon any animal within the corporate limits of the city.

(Ordinance 2000-13-0073, sec. V(B), adopted 8/14/00)

§ 3.01.010. Cruelty.

- (a) Confinement of animal in motor vehicle or trailer. It shall be unlawful for any person to intentionally or knowingly confine or allow to be confined any animal in a motor vehicle or trailer under such conditions or for such a period of time as may endanger the health or well-being of the animal due to heat, lack of food or water or any other circumstance which causes suffering, disability or death of the animal.
- (b) Inspection of premises where animals are kept. Premises where livestock, fowl or pets are kept or maintained shall be subject to inspection, upon receiving a complaint, by the city shelter at any reasonable hour of the day while in the presence of the owner.
- (c) Cruelty to animals. No person shall overdrive, overload, drive when overloaded, overwork, torture, cruelly beat, mutilate, or needlessly kill, or carry or transport in any vehicle or other conveyance in a cruel and inhumane manner, any animal, or cause any of these acts to be done.
- (d) Poisoning animals. No person shall in any place accessible to birds, dogs, cats or other animals, with the intent to kill or harm such animals, place any substance which has in any manner been treated with any poisonous substance.
- (e) Fighting. No person shall maintain any place where fowls or any animals are suffered to fight upon exhibition, or for sport upon wager.
- (f) Tying dogs. It shall be unlawful to tie or tether a dog to a stationary object for a period of time or in a location so as to create an unhealthy situation for the animal or a potentially dangerous situation for a pedestrian as determined by the city shelter.
- (g) Food and shelter. No person shall fail to provide any animal in his charge or custody with sustenance, drink and protection from these elements, or cause any of these acts to be done.

(Ordinance 2000-13-0073, sec. VI, adopted 8/14/00)

§ 3.01.011. Livestock prohibited in certain places; riding horses on street.

It shall be unlawful for any person to ride or allow any type of livestock upon any public school grounds, college grounds, public park property or municipal grounds within the city except those designated as bridle paths or other designated riding exhibiting areas for animals. On streets, horses shall be ridden as close as possible to the curb and in no event shall horses be allowed on highways. It shall be unlawful for any person to ride or allow any type of livestock upon the property of another within the city except with the express consent of the owner or person in charge of such property obtained prior therein.

(Ordinance 2000-13-0073, sec. X(A), adopted 8/14/00)

§ 3.01.012. Breeding livestock.

It shall be unlawful for any person to intentionally or knowingly keep for breeding purposes or employ for breeding purposes any jack, bull, stallion, ram, he-goat or other livestock within 2 acres or less.

(Ordinance 2000-13-0073, sec. X(B), adopted 8/14/00)

§ 3.01.013. Herding animals in public place.

It shall be unlawful for any person to intentionally or knowingly move herds of animals along or upon any public place within the corporate city limits without the permission of the city council, except that this section shall not be applicable to any officer, agent or employee of the federal, state or local government if such herding is done in the performance of his official duties.

(Ordinance 2000-13-0073, sec. X(C), adopted 8/14/00)

§ 3.01.014. Keeping livestock.

- (a) Hogs. It shall be unlawful for any person to intentionally or knowingly feed or keep any species of swine in any lot, pen, building, stable or other enclosure in the city, any part of which lot, pen, building, stable or other enclosure is nearer than one hundred (100) feet to any neighboring habitat. Only one pig is allowed per every five acres.
- (b) Other animals. It shall be unlawful for any person to intentionally or knowingly feed, stable, pasture or keep any cow, goat, horse, mule, donkey, sheep or other livestock, except swine, in any lot, pen, building, stable or other enclosure in the city, any part of which lot, pen, building, stable or other enclosure is within two hundred (200) feet of any building. Only one head of livestock is allowed per acre.

(Ordinance 2000-13-0073, sec. X(D), adopted 8/14/00)

§ 3.01.015. Keeping fowl.

It shall be unlawful for any person to intentionally or knowingly keep any chicken, turkey, guinea, goose, duck, quail, pheasant or other game fowl in any fenced yard or enclosure, any part of which is within one hundred (100) feet of any neighboring habitat in the city.

(Ordinance 2000-13-0073, sec. X(G), adopted 8/14/00)

§ 3.01.016. Keeping bees.

It shall be unlawful for any person to knowingly keep bees in such a manner as to deny the reasonable use and enjoyment of adjacent property or endanger the personal health and welfare of the inhabitants of the city. Bees shall not be kept in subdivisions of the city.

(Ordinance 2000-13-0073, sec. X(H), adopted 8/14/00)

§ 3.01.017. Killing or injuring birds.

It shall be unlawful for any person to intentionally kill, injure or administer poison to any bird, excluding fowl, whatsoever within a subdivision of the city without express permission of the city council.

(Ordinance 2000-13-0073, sec. X(E), adopted 8/14/00)

§ 3.01.018. Killing, injuring or capturing animals on public property.

Except as may be otherwise provided in this chapter, it shall be unlawful to intentionally or knowingly interfere with, injure, capture or kill any animal within any public park, driveway, street or other public property of the city except by permission of the city council; provided that this section shall not apply to harmful rodents, reptiles or insects.

(Ordinance 2000-13-0073, sec. X(F), adopted 8/14/00)

§ 3.01.019. Disposal of dead animals.

It shall be unlawful for any person to place, put or leave a dead animal upon a public place, street, alley, right-of-way or public way or in any solid waste container or upon the property of another person without the other person's consent.

(Ordinance 2000-13-0073, sec. X(I), adopted 8/14/00)

ARTICLE 3.02
DANGEROUS DOGS

§ 3.02.001. Definition.

As used in this chapter, "dangerous dog" means a dog that:

- (1) Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or
- (2) Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause bodily injury to that person or domestic animal.

(Ordinance 2000-13-0073, sec. VII(A), adopted 8/14/00)

§ 3.02.002. Dangerous dogs.

Dangerous dogs, as defined in V.T.C.A., Health and Safety Code, section 822.041, shall be regulated in accordance with the provisions of V.T.C.A., Health and Safety Code, chapter 822, subchapter D, section 822.041 et seq.

(Ordinance adopting Code)

§ 3.02.003. Determination that dog is dangerous.

- (a) Investigation and determination. If a person reports an unprovoked attack as described in section 3.02.001, the chief of police or his or her designee may investigate the incident. If, after receiving the sworn statements of any witnesses, the chief of police or his or her designee determines that the dog is a dangerous dog, he/she shall notify the owner of that fact.
- (b) Appeals. An owner, not later than the 30th day after the date the owner is notified that his/her dog is a dangerous dog, may appeal the determination of the chief of police or his or her designee to court of competent jurisdiction. An owner may appeal the decision of else [sic] municipal court in the same manner as for other civil cases.

(Ordinance 2000-13-0073, sec. VII(B), adopted 8/14/00)

§ 3.02.004. Requirements for owner.

- (a) Not later than the 30th day after a person learns that he/she is the owner of a dangerous dog, he/she shall:
 - (1) Register the dangerous dog with the chief of police or his or her designee;
 - (2) Restrain the dangerous dog at all times on a leash in the immediate control of a person or in a secure enclosure; and
 - (3) Obtain liability insurance coverage or show financial responsibility in an

amount of at least one hundred thousand dollars (\$100,000.00) to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person.

- (b) For purposes of this article, a person learns that he/she is the owner of a dangerous dog when:
- (1) The owner knows of an attack described in section 3.02.001; or
 - (2) The owner is informed by the chief of police or his or her designee that the dog is a dangerous dog.

(Ordinance 2000-13-0073, sec. VII(C), adopted 8/14/00)

§ 3.02.005. Registration.

- (a) The chief of police or his or her designee shall formally register a dangerous dog if the owner [submits the following]:
- (1) The names, address and telephone number of persons owning, keeping or harboring a dangerous animal;
 - (2) Name and general description of each dangerous animal, which general description shall include name, sex, weight, color, breed, height and length along with any other discernible features;
 - (3) Presents proof of:
 - (A) Liability insurance or financial responsibility as required by section 3.02.004(a)(3);
 - (B) Current rabies vaccination of the dangerous dog; and
 - (C) The secure enclosure in which the dangerous dog will be kept; and
 - (4) Pays an annual registration fee in accordance with the current fee schedule adopted by the city council.
- (b) The chief of police or his or her designee shall provide to the owner registering a dangerous dog a registration tag. The owner must place the tag on the dog's collar.
- (c) If an owner of a registered dangerous dog sells or moves the dog to a new address within the city, he/she, not later than the 14th day after the date of sale or move, shall notify the chief of police or his or her designee. On presentation by the current owner of the dangerous dog's prior registration tag and payment of a fee in accordance with the current fee schedule adopted by the city council, the chief of police or his or her designee shall issue a new registration tag to be placed on the dog's collar.
- (d) Every owner of a registered dangerous dog shall notify the chief of police or his or her designee by whom the dog was registered of any attacks the dangerous dog makes on people.
- (e) The animal control officer shall impound any such animal found within the

corporate city limits after the time for appeal has lapsed, or after twenty-four (24) hours from the rendering of an affirming order of the city council.

(Ordinance 2000-13-0073, sec. VII(D), adopted 8/14/00)

§ 3.02.006. Attacks by dangerous dog.

- (a) A person commits an offense if his/her dangerous dog makes an unprovoked attack on another person outside the dog's enclosure and causes bodily injury to the other person. Should the attack cause serious bodily injury or death, the person may be subject to other criminal prosecution under the laws of the state in a court of competent jurisdiction.
- (b) If a person is found guilty of an offense under this article, the court may order that the dangerous dog be destroyed.
- (c) In addition to criminal prosecution, a person who commits an offense under this section is liable for a civil penalty not to exceed ten thousand dollars (\$10,000.00). The city attorney may file suit in a court of competent jurisdiction to collect the penalty. The city shall retain penalties collected under this subsection.

(Ordinance 2000-13-0073, sec. VII(E), adopted 8/14/00)

§ 3.02.007. Defenses.

- (a) It is a defense to prosecution under this article that the person is a veterinarian, a peace officer, a person employed by a recognized animal shelter, or a person employed by the state or a political subdivision of the state to deal with stray animals and has temporary ownership, custody, or control of the dog in connection with and while performing the duties of that position.
- (b) It is a defense to prosecution under this article that the person is an employee of the institutional division of the state department of criminal justice or a law enforcement agency and trains or uses dogs for law enforcement or corrections purposes and such person has temporary ownership, custody, or control of the dog in connection with and while performing the duties of that position.
- (c) It is a defense to prosecution under this article that the person is a dog trainer or an employee of a guard dog company under the Private Security Act, V.T.C.A., Occupations Code, chapter 1702, and while performing the duties of that position.

(Ordinance 2000-13-0073, sec. VII(F), adopted 8/14/00)



**CITY COUNCIL Minutes
January 10, 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 10th DAY OF JANUARY 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 Nolan Schoonamker
Mayor Pro Tem John Taylor
Place 1 Councilwoman Julia Burger
Place 2 Councilman Scott Johnson
Place 3 Councilman Steve Misner
Place 4 Councilman Steven King**

City Staff

**Ben Nibarger, City Administrator
Brooke Boller, Interim Deputy City Secretary/City Clerk
Larry Collister, City Attorney**

WORK SESSION: 7:00 PM

- 1. Call to Order and roll call. (Work Session called to order by Mayor Nolan Schoonmaker at 7pm; Roll Call with the above-mentioned names.)**
- 2. Discussion of all items on the agenda.**
- 3. Work Session discussion items:**
 - A. Presentation from the Wise County Clerk, Walter Harvey.**

- B. Discuss the City Council meeting calendar for 2022.

Move Council meeting February 21st to the 22nd, and move Council meeting on June 20th to 21st.

- C. Discuss the City's Strategy on a Page; establishing a New Fairview resident internship program.

Councilman Misner suggested that we create the position as well as the job description at this time. When the need arises to place it on a future agenda. Council Decided this position is not needed at this time.

- D. Discuss the UNT service learning project and the City's Comprehensive Plan update process.

City Administrator gave the update, informing Council it will cost \$45,000 for the year 2022. But that the city is getting the work done for a fraction of the cost.

- E. Discuss the paid holiday provisions of the Council adopted Personnel Policy.

City Staff receive 10 paid Holidays throughout the year. Council requested that staff does a better job with communicating to the citizens via Facebook, City Website and posting on the door at City Hall when City Hall will be closed.

- F. Discuss the City Ordinance regarding the keeping of bees (Sec. 3.01.016).

Council decided that a 25ft setback from any structure for keeping bees was a safe distance to keep everyone safe. City Administrator will adjust the working of the Ordinance and bring back to a future agenda for approval.

4. Adjournment.

Mayor Nolan Schoonmaker called for Adjournment at 8:13 pm, All in Favor.

REGULAR SESSION: 7:00 PM or immediately following the Work Session.

5. Call to Order and roll call. (Regular Session called to order by Mayor Nolan Schoonmaker at 8:18pm, Roll Call with the above-mentioned names present.)

6. 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.

7. **OPEN FORUM:** The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign-in with the City Secretary before the beginning of the City Council Meeting. In order to

expedite the flow of business and to provide all citizens the opportunity to speak, there is a three-minute limitation on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.

8. NEW BUSINESS: All matters listed as New Business will be discussed and considered separately.

- A. Discuss, consider, and act on a resolution of the City of New Fairview, Texas, approving the Development Agreement with Beaten Path Development, LLC, and authorizing the City Administrator to execute the agreement.

Motion: Councilman Steven King

Second: Mayor Pro Tem John Taylor

Vote: In Favor- Councilman Steven King, Councilman John Taylor and Councilman Scott Johnson

Opposition- Councilman Steve Misner and Councilwoman Julie Burger

Result: After a presentation was given by John with Beaten Path, explaining the new development Settlers Glenn would consist of 185 lots, with each lot consisting of a single-story home on .85 acres, requiring a minimum of 3 trees per lot. They will also be dedicating 24 acres to open space. Open rural fencing will be required for all lots adjacent to common spaces and a minimum of 250ft from FM 407. There will be a 50 ft easement off FM 407. And that there will be a mandatory HOA.

- B. Conduct public hearing to receive comments regarding an ordinance amending the Zoning Ordinance of the City of New Fairview, as amended, zoning land generally described as approximate 142.245-acre tract of land out of the Smith County School Land Survey, Abstract No. 744, Wise County, Texas, Wise County, Texas, generally north of FM 407 between Old Chisholm Trail and Saddlebrook Court, to "PD" (Planned Development).

The Public hearing was opened by Mayor Nolan Schoonmaker at 9:06 pm and closed by the Mayor at 9:08 pm.

- C. Conduct public hearing to receive comments regarding an ordinance amending the Zoning Ordinance of the City of New Fairview, as amended, zoning land generally described as approximate 14.977-acre tract of land out of the Smith County School Land Survey, Abstract No. 744, Wise County, Texas, Wise County, Texas, generally north of FM 407 between Old Chisholm Trail and Saddlebrook Court, to "PD" (Planned Development).

The Public hearing was opened by Mayor Nolan Schoonmaker at 9:09 pm and closed by the Mayor at 9:10 pm.

- D. Discuss, consider, and act on an Ordinance of the City of New Fairview, Texas, on the proposed annexation of 142.245 acres out of the Smith County Land Survey, Abstract A-

744, Wise County, Texas, located in the City's ETJ generally north of FM 407 between Old Chisholm Trail and Saddlebrook Court.

Motion: Mayor Pro Tem John Taylor

Second: Councilman Steven King

Vote: In Favor- Councilman Steven King, Councilman John Taylor and Councilman Scott Johnson

Opposition- Councilman Steve Misner and Councilwoman Julie Burger

Result: Passed

- E. Discuss, consider, and act on a resolution of the City of New Fairview, Texas, approving the Annexation Services Agreement with Wilfred and Mary Beck related to the proposed annexation of 142.245 acres out of the Smith County School Land survey, Abstract A-744, Wise County, Texas, located in the City's ETJ generally north of FM 407 between Old Chisholm Trail and Saddlebrook Court; and, authorizing the City Administrator to execute the agreement.

Motion: Councilman Scott Johnson

Second: Mayor Pro Tem John Taylor

Vote: In Favor- Councilman Steven King, Councilman John Taylor and Councilman Scott Johnson

Opposition- Councilman Steve Misner and Councilwoman Julie Burger

Result: Passed

- F. Discuss, consider, and act on an Ordinance of the City of New Fairview, Texas, on the proposed annexation of 14.997 acres out of the Smith County School Land survey, Abstract A-744, Wise County, Texas, located in the City's ETJ generally north of FM 407 between Old Chisholm Trail and Saddlebrook Court.

Motion: Councilman Scott Johnson

Second: Councilman Steven King

Vote: In Favor- Councilman Steven King, Councilman John Taylor and Councilman Scott Johnson

Opposition- Councilman Steve Misner and Councilwoman Julie Burger

Result: Passed

- G. Discuss, consider, and act on a resolution of the City of New Fairview, Texas, approving the Annexation Services Agreement with Robert and Jenifer Kozlowski related to the proposed annexation of 14.997 acres out of the Smith County School Land survey,

Abstract A-744, Wise County, Texas, located in the City's ETJ generally north of FM 407 between Old Chisholm Trail and Saddlebrook Court: and, authorizing the City Administrator to execute the agreement.

Motion: Mayor Pro Tem John Taylor

Second: Councilman Steven King

Vote: In Favor- Councilman Steven King, Councilman John Taylor and Councilman Scott Johnson

Opposition- Councilman Steve Misner and Councilwoman Julie Burger

Result: Passed

- H. Conduct public hearing to receive comments regarding an ordinance amending the Zoning Ordinance of the City of New Fairview, as amended, zoning land generally described as approximately 142.245-acre and 14.977-acre tracts of land out of the Smith County School Land Survey, Abstract No. 744, Wise County, Texas, Wise County, Texas, generally north of FM 407 between Old Chisholm Trail and Saddlebrook Court, to "PD" (Planned Development) single family development.

The Public hearing was opened by Mayor Nolan Schoonmaker at 9:15 pm and closed by the Mayor at 9:16 pm.

- I. Discuss, consider, and act on an ordinance amending the Zoning Ordinance of the City of New Fairview, as amended, zoning two parcels of land generally described as approximately 142.245-acre and 14.977-acre tracts of land out of the Smith County School Land Survey, Abstract No. 744, Wise County, Texas, Wise County, Texas, generally north of FM 407 between Old Chisholm Trail and Saddlebrook Court, to "PD" (Planned Development) single family development.

Motion: Mayor Pro Tem John Taylor

Second: Councilman Steve King

Vote: In Favor- Councilman Steven King, Councilman John Taylor and Councilman Scott Johnson

Opposition- Councilman Steve Misner and Councilwoman Julie Burger

Result: Passed

- J. Discuss, consider, and act on a resolution of the City Council of the City of New Fairview, Texas, amending the budget to include \$3,500 for upgrades to the City Council chambers to improve the acoustics and virtual meeting quality.

Motion: Councilman Steven King

Second: Councilman Scott Johnson

Vote: In Favor- Councilman Steven King, Councilman John Taylor, Councilman Scott Johnson, and Councilwoman Julie Burger
Opposition- Councilman Steve Misner

Result: Passed

9. **EXECUTIVE SESSION:** The Commission will conduct a closed session pursuant to Texas Government Code, annotated, Chapter 551, Subchapter D for the following:
- A. Section 551.071 - Consultations with Attorney - Discuss the lawsuit with Monica Rodriguez.
 - B. Section 551.074 - Personnel Matters Deliberate the appointment and employment of a new City Attorney.
10. **ADJOURN:** I, the undersigned authority, do hereby certify the above notice of the meeting of the City Council of New Fairview, is a true and correct copy of the said notice that I posted on the official posting place at New Fairview City Hall, FM 407, New Fairview, Texas, a place of convenience and readily accessible to the general public at all times, and said notice posted this 7th day of January, 2022 at 7:00 PM at least 72 hours proceeding the meeting time.

Motion: Councilman Scott Johnson

Second: Mayor Pro Tem John Taylor

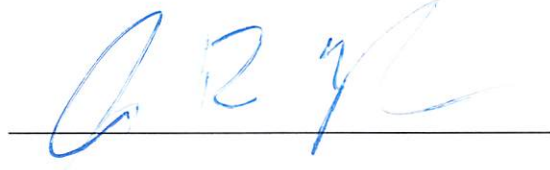
Vote: All in Favor

Result: Meeting was adjourned at 10:24 pm

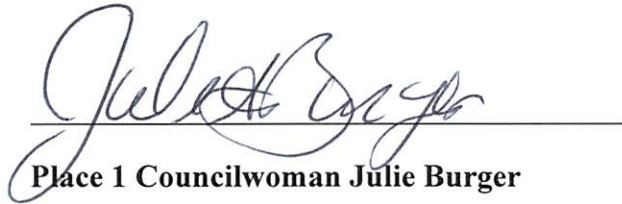
MINUTES APPROVED ON THIS, THE 2ND DAY OF MAY 2022:



Mayor Nolan Schoonmaker



Mayor Pro Tem John Taylor



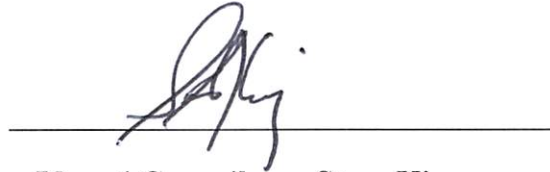
Place 1 Councilwoman Julie Burger



Place 2 Councilman Scott Johnson

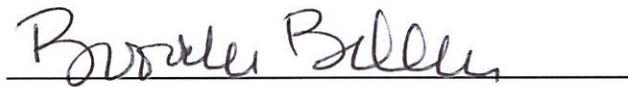


Place 3 Councilman Steve Misner



Place 4 Councilman Steve King

ATTEST:



Brooke Boller, Interim Deputy City Secretary



**MONTHLY COUNCIL MINUTES
March 7, 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 7th DAY OF MARCH IN THE NEW FAIRVIEW CITY HALL AND NOTICE OF SAID MEETING GIVING THE TIME PLACE AND SUBJECT THEREFORE HAVING BEEN POSTED AS PRESCRIBED BY ARTICLE 5 OF THE TEXAS GOVERNMENT CODE WITH THE FOLLOWING MEMBERS

PRESENT:

CITY COUNCIL

**Mayor John Taylor
Mayor Pro Tem Julie Burger
Place 3 Councilman Steve Misner
Place 4 Councilman Steven King**

City Staff

**Brooke Boller, City Secretary
Roberta (Robin) Cross, City Attorney**

Absent

Place 2 Councilman Scott Johnson

Work Session: 7:00 pm

1. Call to order and roll call. (Work Session called to order by Mayor John Taylor at 7:00 pm, Roll call with the above-mentioned names.)

2. Go over and review the time schedule of the hiring process for a City Administrator.

Council stated job applications will be accepted until 3/14. We will host a Town Hall meeting on 3/17 to meet the final candidates and to go through the interview process with Council, City Staff, P&Z as well as with any citizen who wishes to participate. Then on 3/21 Council will make an offer.

3. Discuss hiring a City Clerk.

Council and staff have decided to wait until a City Administrator is hired. They then can make the decision on hiring a City Clerk.

4. Discuss a possible city ordinance on fencing.

Councilwoman Julie Burger wants the ordinance to state what type of material can be used. As well as stating that there can be no large fencing in the front of the house. Councilman Steven King wants City Staff to compare surrounding cities fence ordinances. And Mayor John Taylor wants to ensure that Planning and Zoning is involved in the process.

5. Discuss possible city ordinance amending Sec. 3.01 .014 Keeping Livestock

Council would like to update the current ordinance from one head of livestock per acre to

- smaller livestock, such as goats and sheep, 2 or 3 per acre. If nursing 5 or 6 per acre.

- No Hogs

- 1 per acre, Cow, Horse, Donkey and Mule

- 4H and nursing exemptions

6. Discuss possible city ordinance amending Sec 3.01.016 Keeping Bees

Council asked staff to check previous City Administrators files for the amended ordinance.

7. Review of Dis-Annexation Petitions filed with the City, On 1/24/22 & 2/28/22.

City Attorney Robin spoke on this and informed council that a petition was turned into City Staff on 1/24/22. With the change in staff signatures were verified and that this petition was short signatures. The appropriate parties were informed of the shortage of signatures as well as being notified it was not going to be placed on the ballot for May. A second petition was turned into City Staff on 2/28/22 and all signatures were verified. But that the date for the Mayor to call for the election had passed on 2/25/22 and that the de-annexation could be placed on the ballot for the November 2022 election.

8. Adjournment

Mayor John Taylor adjourned the work session at 7:30 pm. All were in Favor.

Regular Session immediately following work session.

I. Call to order and roll call. (Regular Session called to order by Mayor John Taylor at 7:30 pm, Roll call with the above-mentioned names.)

11. 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.

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

Jimmy Royston- Spoke on his disappointment that the petition was not going to be on the May 2022 ballot. Was disappointed that staff did not notify him until 5pm on 2/25/22 via email that his petition was short signatures. He stated that he had spoken with both

Denton and Wise County Election offices and was informed that the mayor could still call the election and his petition could be placed on the May ballot. City Attorney Robin stated that she would clarify with the Secretary of State.

Nelson Craig- Spoke to council about the de-annexation of Falcon Ridge, a community in which he resides. Also spoke on the behavior which he has seen from council over the past few months and stated how he did not appreciate the hate he has witnessed coming from some council members.

IV. Consent Items: All matters as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be removed from the consent agenda and will be considered separately.

- a. Accept the City Council Minutes for February 15, 2022 February 21, 2022

Motion: Councilman Steven King

Second: Councilman Steve Misner

Vote: All in Favor

Result: Passed as written

**V. 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; (Review and determine City Secretary applicants for interview), Texas Government Code; and to consult with the City attorney pursuant to §551.071, Texas Government Code;
§551.071 - Discuss, consider, and act on a resolution of a separation agreement between Ben Nibarger and the City of New Fairview, Texas**

VI. Adjourn:

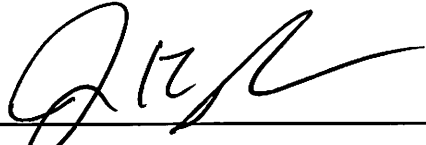
Motion: Councilman Steve Misner

Second: Councilwoman Julie Burger

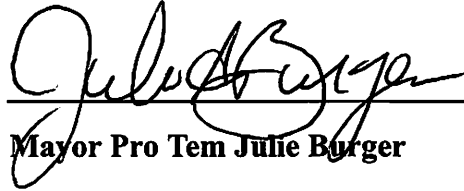
Vote: All in Favor

Result: Meeting adjourned at 7:59 pm.

MINUTES APPROVED ON THIS, THE 16TH DAY OF MAY 2022

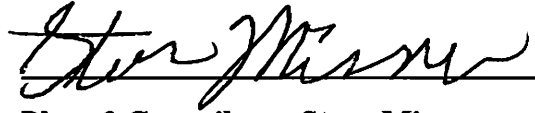


Mayor John Taylor



Mayor Pro Tem Julie Burger

Place 2 Councilman Scott Johnson

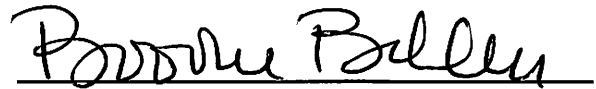


Place 3 Councilman Steve Misner



Place 4 Councilman Steven King

ATTEST:



Brooke Boller, City Secretary

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS, AMENDING THE CITY CODE OF ORDINANCES, CHAPTER 3, ANIMAL CONTROL, ARTICLE 3.01, GENERAL PROVISIONS, SECTIONS 3.01.000, 3.01.014 AND 3.01.016, BY PERMITTING CERTAIN BEEKEEPING ACTIVITIES WITHIN CITY LIMITS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of New Fairview permits the keeping of livestock, excepting swine, but otherwise limits the number of livestock to one animal per acre; and

WHEREAS, the City of New Fairview's existing ordinances do not make allowances for animal husbandry and associated youth scholarship programs, which are also part of the City's cultural heritage and way of life; and

WHEREAS, the City of New Fairview recognizes that keeping livestock is part of the cultural heritage of City of New Fairview and that providing appropriate regulation protects the quality of life for all residents; and

WHEREAS, the City of New Fairview's current ordinances prohibit beekeeping; and

WHEREAS, beekeeping can be a valuable avocation, not only for the participant, but for the surrounding environment; and

WHEREAS, citizens have expressed a desire to permit safe beekeeping within the City; and

WHEREAS, the Council desires to establish a program allowing for safe beekeeping within the City of New Fairview.

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

Section One. Amendment to Municipal Code of Ordinances, Chapter 3, Animal Control, Article 3.01 General Provisions, The City of New Fairview's Code of Municipal Ordinances, Chapter 3, Animal Control, Article 3, General Provisions, is hereby amended as follows, with deletions denoted by strikethrough and with additions denoted by underlining:

§ 3.01.001 Definitions.

The following words and phrases, for purpose of this chapter, have the following meanings:

Animal.

Unless otherwise stated includes any living creature including, but not limited to, dogs, cats, cows, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

Animal control officer.

The person or persons that are qualified and designated by the city to represent and act for the city in the impoundment of animals, controlling of stray animals and as otherwise required in this chapter.

[Animal shelter or city shelter.]

The shelter provided for by the city, whether owned by the city or contracted for by the city.

At large.

An animal that is not confined on or off the owner's or keeper's premises by a containment device of sufficient strength and/or height to prevent an animal from escaping there from inside the house or other enclosure or secured on said premises by a leash of sufficient strength to prevent the animal from escaping from said premises, and so arranged that the animal will remain upon said premises when the leash is stretched to full length in any direction. An animal shall not be considered "at large" when held and controlled by some person, physically or by means of a leash or chain of proper strength and length to control the actions of the animal or while confined within a vehicle. An animal in the back of a pick-up truck is not an animal running at large. An animal that answers to commands that is under the command of its owner or trainer while on the property of the owner or other property with permission of property

owner may be unconfined if being exercised for play or work.

Auction.

Any place or facility where animals are bought, sold or traded except for those facilities otherwise defined in this chapter. This definition does not apply to individual sales of animals by owners.

Apiary means a place where a bee colony is kept.

Building.

Any enclosed structure intended for use or occupation as a habitation.

Bee means any stage of the common domestic honey bee, *Apis mellifera* species.

Cats.

The word "cats" means cats of all ages, both male and female.

Colony means a hive and related equipment and appurtenances including bees, comb, honey, pollen, and brood.

Dogs.

The word "dogs" means dogs of all ages, both male and female.

Domestic animals.

Any animals that are kept for commercial purposes, i.e., breeding, or production of food, fur, eggs, feathers, or fertilizers, including but not limited to the following: sheep, goats, chickens, ducks and geese or other fowl, and includes livestock.

Enter.

The intrusion of the entire body.

Exotic animals.

Any mammal, amphibian, reptile or fowl which is not naturally tame or gentle and is generally not found in the wild in the continental United States and those regulated and defined by the state department of parks and wildlife as exotic.

Flyaway barrier means a solid wall, fence, dense vegetation, or combination of these materials at least six feet high that extends at least 10 feet beyond the hives on each end of a bee colony.

Fowl.

Chickens, turkeys, pheasants, quail, geese, ducks, or similar tethered [feathered] animals regardless of age, sex or breed.

Habitation.

A structure that is adapted for the overnight accommodation of persons and includes the following:

- (1) Each separately secured or occupied portion of the structure; and
- (2) Each structure appurtenant to or connected with the structure.

Hive means a structure intended to house a bee colony.

Livestock.

Domesticated animals normally kept for farm purposes, including but not limited to cattle, horses, sheep, goats and pigs.

Nuisance.

Any thing or animal which is injurious to the health or morals or indecent or offensive to the senses or an obstruction to the free use of property so as to interfere with the comfortable enjoyment of life or property is declared a nuisance and as such shall be abated.

Owner.

Any person who has legal or equitable title to any animal, harbors or keeps any animal in his possession, or who permits any animal to remain on or about his premises.

Pet shop.

Any person, partnership or corporation, whether operated separate or in connection with another business enterprise except a licensed kennel, that buys, sells or boards any species of pets.

Possession.

Actual care, custody, control or management of a certain animal.

Premises.

The grounds and all buildings and appurtenances pertaining to the grounds, including any adjacent premises if they are directly or indirectly under the control of the same person.

Public place.

Any place to which the public or a substantial group of the public has access and includes but is not limited to streets, sidewalks, highways, alleyways, parks and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities and shops.

Rabies vaccination.

Properly injected with a rabies vaccine licensed for use in that species by the United States Department of Agriculture and/or department of state health services and administered by a veterinarian licensed to practice in the state.

Running at large means not completely confined within a building, wall or fence of sufficient strength or construction to restrain the animal, or when such animal is neither on a leash nor held in the hands of the owner or keeper or under direct supervision of the owner when not within the limits of the owner's private property. An animal confined within an automobile or other vehicle of its owner shall not be deemed running at large.

Stray.

To wander upon a public place or the property of another person.

Tract means a contiguous parcel of land under common ownership.

Vicious animal.

Any unprovoked animal, whether on public or private property, who approaches a person or domestic animal and exhibits vicious or terrorizing behavior in an apparent attitude of attack, whether it inflicts injury or not. Vicious animal includes, but is not limited to, any dog with a known propensity to attack without provocation or otherwise cause injury or endanger the safety of human beings or other domestic animals and a dog trained, owned, or harbored for the purposes of dog fighting.

Wild animals.

All animals and reptiles which commonly exist in a natural, unconfined state and are usually not domesticated, regardless of the circumstances or duration of captivity. Examples of wild animals include but are not limited to the following: lions, tigers, bobcats, cougars, panthers, leopards, cheetahs, bears, javelinas, wolves, coyotes, elephants, gila monsters, water moccasins, coral snakes, rattlesnakes, copperheads, king cobras, any poisonous snake or reptile, pythons, boa constrictors, crocodiles and alligators.

§ 3.01.014 Keeping livestock.

No person shall maintain livestock within the city, unless the following provisions are met:

(a) Hogs. It shall be unlawful for any person to intentionally or knowingly feed or keep any species of swine in any lot, pen, building, stable or other enclosure in the city, ~~any part of which lot, pen, building, stable or other enclosure is nearer than one hundred (100) feet to any neighboring habitat. Only one pig is allowed per every five acres.~~ except as provided for in Subsection 3.01.014 (d).

(b) Horses, cattle, donkeys, mules ~~Other animals.~~ It shall be unlawful for any person to intentionally or knowingly feed, stable, pasture or keep any cow, ~~goat, horse, mule, or donkey, sheep or other livestock, except swine,~~ in any lot, pen, building, stable or other enclosure in the city, any part of which lot, pen, building, stable or other enclosure is within two hundred (200) feet of any ~~building~~ residence. Up to one each cow, horse, donkey, and mule Only one are allowed per acre or a maximum of four such livestock

total.

(c) Sheep and goats. It shall be unlawful for any person to intentionally or knowingly feed, stable, pasture or keep any sheep or goats in any lot, pen, building, stable or other enclosure in the city, any part of which lot, pen, building, stable or other enclosure is within two hundred (200) feet of any residence. Up to three each sheep and or goats are allowed per acre.

(d) Exceptions.

(1) Pre-weaned animals will not be counted in calculating the maximum number of animals in Subsections § 3.01.014 (b) and (c).

(2) Secondary school students in a 4-H or FFA program may keep swine for an approved program, limited in time to the program and which are subject to minimum space and shelter requirements, such that the lot, pen, building, stable or other enclosure may not be within two hundred (200) feet of any residence and the property is at least one acre.

Section 3.01.016 Keeping Bees

(a) It shall be unlawful for any person to knowingly keep a colony bees in such a manner as to deny the reasonable use and enjoyment of adjacent property or endanger the personal health and welfare of the inhabitants of the city. Bees shall not be kept in subdivisions of the city on property less than one acre.

(b) A person shall keep a colony in a man-made hive that is maintained in sound and usable condition.

(c) A person shall provide a source of water to a colony to prevent the bees from congregating at a water source used by a human, bird, or domestic pet.

(d) A person shall store or dispose of bee comb or other material removed from a hive in a sealed container, building, or other bee-proof enclosure.

(e) A person who keeps a colony must do so at least 25 feet from the property line of a tract, as measured from the nearest point of a hive to the property line, and shall establish and maintain a flyway barrier parallel to the property line. A person is not required to construct a flyway barrier if the apiary tract is adjoined by undeveloped property for a distance of at least 25 feet from the property line of the tract that is closest to location of the colony. Any colony must also be maintained at least 25 feet from any inhabited structure on the property where it is maintained or kept.

(f) A person may not keep more than:

- (1) two colonies on a tract one-quarter acre or smaller;
- (2) four colonies on a tract larger than one-quarter acre but smaller than one-half acre;
- (3) six colonies on a tract one-half acre or more but smaller than one acre;
- (4) eight colonies on a tract one acre or more.

(g) A person shall brand, paint, or otherwise clearly mark the apiary owner's name or telephone number on at least two hives placed at opposite ends of an apiary; or post a conspicuous sign displaying the apiary owner's name and telephone number at the entrance to the apiary tract. A person is not required to place owner identification on or near a colony located on a tract on which the owner resides.

(h) No person may remove a colony without possessing a Bee Removal Permit issued by a person authorized to issue such a permit in accordance with Texas law.

G) The City may order relocation of a colony of bees not residing in a hive, a swarm of bees, or a colony residing in an abandoned standard or man-made hive if the relocation of the bees can be done without threatening human or animal health or interfering with the normal use and enjoyment of public or private property. If the City determines that relocation of bees under is not possible then, without notice and a hearing, the health authority may order destruction of a colony of bees not residing in a hive, a swarm of bees, or a colony residing in an abandoned standard or man-made hive.

Section Three. Cumulative and Conflicts. This Ordinance shall be cumulative of all provisions of ordinances of the City of New Fairview, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any and all previous versions of this Ordinance to the extent that they are in direct conflict herewith are repealed.

Section Four. Savings. All rights or remedies of the City of New Fairview, are expressly saved as to any and all violations of Ordinance No. 2000-13-0073 as codified in Chapter 3, Animal Control, Article 3, General Provisions, or any amendments thereto that have accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

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

Section Five Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Five Hundred Dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense

Section Six. Effective Date. This Ordinance shall become effective immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on this _____ day of February, 2023.

APPROVED:

John R. Taylor
Mayor

ATTESTED:

Brooke Boller
City Secretary



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

January 16, 2023

**Creation of a Parks & Recreation Board, and Keep New Fairview Beautiful
Committee**

DESCRIPTION:

Receive a report and hold a discussion regarding the creation of a Parks and Recreation Board and Keep New Fairview Beautiful Committee.

BACKGROUND INFORMATION:

On July 18, 2022, the City Council approved a contract for the construction of the City's first park. The park is being funded through a Texas Parks & Wildlife Department Local Park Grant. Now that the City will have a park there should be an advisory body created to assist staff and the City Council in rule making, planning and seeking of funding for parks and recreation programs and facilities. City typically creates a Parks and Recreation Board and appoints residents to serve on the Board.

This Board can also serve as the Keep New Fairview Beautiful Committee. This Committee can assist the City in becoming an affiliate of Keep Texas Beautiful (KTB) (<https://ktb.org/>). KTB affiliates are qualifying cities, counties and/or communities that work with KTB to educate and engage Texans to take responsibility for improving their communities. Affiliates are the volunteers who organize local cleanups, design and implement recycling programs, and educate local populations. KTB also has numerous resources available to affiliates such as grant and funding opportunities, youth programs, assistance with special clean up events.

Staff has attached some language to consider in the creation of a Parks and Recreation Board, Keep New Fairview Beautiful, and park operation rules.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. Draft Ordinance

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS, AMENDING CITY CODE OF ORDINANCES, CHAPTER 10, STREETS, PARKS AND OTHER PUBLIC WAYS AND PLACES, ARTICLE 10.1, GENERAL PROVISIONS, TO ADD ARTICLE 10.3 AND SECTIONS 10.03.001-10.03.007, PARKS AND RECREATION ADVISORY BOARD, CONSISTING OF SEVEN (7) MEMBERS; PROVIDING THE QUALIFICATIONS OF THE MEMBERS THEREOF; ESTABLISHING THE POWERS AND DUTIES OF THE BOARD AND THE PROCEDURE UNDER WHICH THE BOARD WILL OPERATE AND ESTABLISHING A KEEP NEW FAIRVIEW BEAUTIFUL COMMITTEE; AND TO ADD ARTICLE 10.4, SECTIONS 10.04.001-10.04.007, ESTABLISHING RULES AND REGULATIONS REGARDING THE USE OF CITY PARKS AND PARK FACILITIES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION THEREOF

WHEREAS, the of the City of New Fairview, Texas ("City Council") has approved creation of a city park created to provide recreational facilities and opportunities for its citizens; and

WHEREAS, the City Council desires to study and obtain public input and advice regarding park facilities, programs, opportunities, and related matters from time to time; and

WHEREAS, the City of New Fairview, Texas ("New Fairview") has no existing organization that functions as a Parks and Recreation Advisory Board, therefore underscoring the need for creating such a Board, to provide such input and to further the preservation of the public health, comfort, and welfare of the citizens of New Fairview,

WHEREAS, the City Council has investigated and determined that it will be advantageous and beneficial to the City and its citizens to establish rules and regulations regarding the use of City parks and park facilities as set forth below.

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

SECTION ONE. Findings Incorporated.

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION TWO. The City of New Fairview's Code of Municipal Ordinances, Chapter 10, Streets, Parks And Other Public Ways And Places, is hereby amended, by adding Articles 10.03, Parks, Sections 10.03.001-10.03.007, and Article 10.04, Sections 10.04.001- 10.04.007, with additions denoted by underlining, as follows:

ARTICLE 10.03, PARKS

Sec. 10.03.001 Creation and Purpose

(A.) A Parks and Recreation Board is hereby established for the City of New Fairview.

(B.) The Board shall serve as an advisory board to the City Council regarding the recreational needs of the community including: developing plans to meet the needs for future recreation programs, facilities, and areas; recommending policies to carry out recreational programs and initiatives; reviewing maintenance of recreation facilities; informing the public of recreation opportunities or needs; similar and related activities.

(C.) Said Board shall have no authority to execute independent financial, employment or contractual transactions but may recommend same to the City Council. (D) The Board's authority shall not extend to the direction, supervision, employment, or termination of employees of the City. No supervisory power of the Board is created.

Sec. 10.03.002. Members and Terms

The City Council shall appoint a Parks and Recreation board of five members and one alternate member.

- (a) Members of the Parks and Recreation Board shall be residents and qualified voters of the city.
- (b) Members, including alternate members, shall be appointed by the City Council for a term of two (2) years, provided however, that two (2) members and the alternate member shall be initially appointed for a term of one (1) year, with those terms being for two (2) years thereafter.
- (c) If a replacement has not been designated by the end of a member's term, that member shall continue serving until a successor is appointed.
- (d) In the event of a vacancy, the City Council shall appoint a member to serve for the unexpired term. The City Council may remove any member from the Board.

Sec. 10.03.003. Meetings.

- (a) The Parks and Recreation Board shall meet at least once every two months, or at the call of the Chairperson.
- (b) A majority of members shall constitute a quorum.
- (c) Any member absent from any meeting shall be so stated in the minutes of the meeting. In the absence of a quorum for a meeting, the chairperson will submit or cause to have submitted a report to the city council stating all the members who were absent.
- (d) Meetings shall be held at City Hall, be open to the public, and minutes shall be filed with the City Secretary as a public record.

Sec. 10.03.004. Officers and duties

- (a) Immediately after appointment, the members of the said Board shall meet and elect a Chairman and such other officers as may be necessary. Thereafter, each October, the members of the Parks and Recreation Board shall elect from their membership for one year:

- (1) A Chairperson. The Chairperson shall preside at all meetings, shall appoint standing committee members, and shall perform such other duties as are usually pertaining to this office or as may be instructed by the Board.
- (2) A Vice-Chairperson. The Vice-Chairperson shall perform the duties of the Chairperson in his or her absence.
- (b) The City Administrator or his designee shall serve as Staff Liaison to the Board shall and shall:
 - (1) Keep minutes of each meeting.
 - (2) Prepare the meeting minutes for Parks and Recreation Board approval.
 - (3) Prepare and post meeting agendas to inform the public of what is to be discussed.

Sec. 10.03.005. Powers and duties.

The Parks and Recreation Board shall have the following powers and perform the following duties:

- (1) Act in an advisory capacity to the City Council in all matters pertaining to City parks and recreation;
- (2) Acquaint itself with and make a continuous study and inspection of the complete park and recreation system;
- (3) To follow a master planning guide for park buildings, structures, facilities, athletic areas, or other improvements on park areas;
- (4) Recommend the adoption of standards on areas, facilities, programs, and financial support;
- (5) Recommend to the City Council rules and regulations governing the use of facilities;
- (6) To advise the city council, and city administrator of recommendations and their reasons; and;
- (7) To perform such other duties as the city council may prescribe by ordinance.

Sec. 10.03.006. Other subcommittees.

- (a) Other subcommittees. The Parks and Recreation Board, by a majority vote of the quorum present at any regular or special meeting, may create and appoint such members and citizens, as they see fit, to subcommittees to serve the purposes of the parks and recreation board.
- (b) Termination. The subcommittees described in subsection (b) of this section may be terminated in the same manner as they are created. Members may be terminated in the same manner in which they are appointed.

Sec. 10.03.007. Keep New Fairview Beautiful Committee;

- (a) Keep New Fairview Beautiful Committee. The Keep New Fairview Beautiful Committee is also hereby established to serve in an advisory capacity to the City Council in the planning, development and implementation of litter abatement and aesthetic improvement policies throughout the city.
- (b) The Parks and Recreation Board shall, in addition to the other powers and authority conferred by this Section, serve as the Keep New Fairview Beautiful Committee. .

ARTICLE 10.4. CONDUCT IN PARKS

Sec. 10.04.001. Definitions.

The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Athletic field means any field located in the city which is designated an athletic field by the City Council, which fields shall include any stands, bleachers, dugouts, sideline areas or any areas on which athletic play is conducted; such athletic play shall include but shall not be limited to football, soccer, baseball, and softball.

Park means a park, reservation, playground, recreation center, swimming pool or any area in the city owned or used by the city and devoted to active or passive recreation

Vehicle means any device in, or by which any person or property is or may be transported or drawn upon, except devices moved only by human power or used exclusively upon stationary rails or tracks baby carriages personal mobility devices and vehicles in the service of the city or a public utility.

Sec. 10.004.02. Hours of operation.

The city parks shall be closed to the public between the hours of 10:00 p.m. and 6:00 a.m. on the following day, and it shall be unlawful for any person to enter or be found in city parks between such hours, except for events approved or scheduled by the city administrator or city council.

Sec. 10.004.03. Facility and program fees.

The city shall charge and collect the fees for the use of buildings and facilities and for recreational programs and services in the amounts established in a "Master Fee Schedule" adopted from time to time by ordinance of the city council.

Sec. 10.004.04. Unlawful acts.

Within the limits of any city park, it shall be unlawful for any person to do any of the following acts except as may be otherwise provided:

(1) Use of Vehicles:

- a. It shall be unlawful for any person to drive any vehicle on park roads at a rate of speed in excess of that which is reasonable and prudent under the conditions and circumstances then prevailing, taking into account the conditions of the roadways and other motor and pedestrian traffic therein, and in no event shall any person drive in or through any park property at a rate of speed in excess of twenty (20) miles per hour unless otherwise posted.
- b. It shall be unlawful for any person to ride, use or operate any horse, motorcycle, motor scooter or any other vehicle in or upon any area contained within a City park, except on the designated roadways, parking areas or equestrian trails, if any.

(2) Driving and parking vehicles

- a. No vehicle shall be driven or parked over or across curbs, sidewalks, grass, or lawn within any park area unless signs permit. When vehicles are parked or left in violation of this section and the owner or operator of the vehicle cannot be found, the city may tow the vehicle
- b. No vehicle may be parked overnight, except the City of New Fairview city vehicles, or other vehicles authorized by the City. Vehicles in violation may be towed at the owner's expense

(3) Unlawful to Damage Plants in Parks or Other Recreational Facilities

- a. To damage, cut, break, injure, any tree, shrub, plant, rock, or to pick, pluck, pull up, cut, take, or remove any shrub, bush, plant, or flower or to remove any wood, turf, grass, soil, rock, sand, gravel or fertilizer within or upon any parks, parkways, greenbelts, or other recreational areas.
- b. It shall further be prohibited to bring in any vegetation to any park, parkway, greenbelt, or other recreational area or facility except by permit of the City Administrator or designated representative. For the purposes of this section, plants shall be defined to include any vegetation, shrubs, bushes, trees, vines, hedges, grasses, flowers, or the seeds thereof.

(3) Unlawful to place dyes or detergents in water or impede flow of water in fountains or pools

It shall be unlawful to place dyes, detergents, or, in any way, clog or impede the flow of water in any public fountain, reflective pool, swimming pool, stream, or waterfall.

(4) Fires

Fires shall be permitted in City parks and public property only in enclosed fireplaces or grills provided for this purpose, except with written permission of the City Administrator, or his authorized representative, and then only in designated areas. The same rule shall apply for ceremonial bonfires. It shall be unlawful to leave an area without extinguishing a fire. Privately owned charcoal grills are not permitted on grass areas or on picnic tables. After use, coals shall be thoroughly extinguished with water and cooled and then disposed of in a trash can. No fires are permitted during Wise County burn bans.

(5) Overnight Camping

Overnight camping shall be prohibited in a City park or on public property except by special permission of the City Manager or his designated representative. Permits may be issued only to those groups whose program includes camping, both overnight and day, and whose leaders, as well as participants, have received special training in camping and related activities. Permits shall only be for designated areas. Each person camping under a permit shall obey all park rules and regulations and restore the camp site to its original condition

(6) Park Hours

a. A person commits an offense if the person enters or remains on park property when the park is closed, as provided by Section 10.24.

b. It is a defense to prosecution under subsection “b.” of this subsection 10.27(5), that a person was on park property between midnight and 6:00 a.m.; and

1. Was attending an event for which a permit extending park hours had been issued by the City Manager or his designee; or

2. A sign had been posted on the park property by the City extending park hours and the person was on park property during the posted, extended park hours

(7) Unauthorized sale of goods within park unlawful

It shall be unlawful to offer any goods, services, or thing for sale within parks, parkways, or other recreational facilities, except in commercial areas where property zoned for retail and commercial use has a certificate of occupancy for such business purposes or unless specifically authorized by the City Manager or his designee.

(8) Protracted sleeping or lounging and disorderly conduct in park unlawful

It shall be prohibited to sleep or protractedly lounge on the seats, benches, or other areas or engage in loud, boisterous, threatening, abusive, insulting, or indecent language, or engage in any disorderly conduct or behavior tending to cause a breach of the public peace in any park or other public facility.

(9) Unlawful to possess glass drink containers or take broken glass and other dangerous objects on public property

For any person to possess any glass container within any city park or athletic field in the city, including all areas or structures within the boundaries of any park or athletic field within the city. It shall also be unlawful to willfully break bottles or other glass, or similarly dangerous objects on any park or City-controlled public property.

(10) Unlawful to leave minor child unattended

It shall be unlawful for a parent, guardian, or any other type of custodian to abandon, or, in any way, leave unattended a minor child (under seven (7) years) in a park or recreation facility, except for a supervised program or activity.

(11) Use of Bicycles, Skates, In-Line Skates, Skateboards, Coasters, and Other Similar Recreational and Non-recreational Devices.

a. Bicycle riding, skating, in-line skating, skateboarding and/or the use of coasters and/or other similar recreational and/or non-recreational devices, whether motorized or non-motorized, shall be governed by safe riding practices and consideration for use of park areas by others.

b. Where special parking provisions have been made for bicycles, skates, in-line skates, skateboards, coasters and/or other similar recreational and/or non-recreational devices, whether motorized or non-motorized, parking shall be limited to that area.

c. Bicycle riding, skating, in-line skating, skateboarding and/or the use of coasters and/or other similar recreational and/or non-recreational devices, whether motorized or non-motorized, shall be prohibited upon any playground, flowerbed, pedestrian-only sidewalk, tennis court, painted concrete, laminate surface, athletic court, picnic pavilion and/or any other area designated by City of New Fairview or in any area where other activities are in progress.

Sec. 10.004.05. Enforcement.

The Code Enforcement Officer shall, in connection with their duties imposed by law, diligently enforce the provisions of this article.

Sec. 10.004.06. Violation; penalty.

Any person violating the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the city, shall be subject to a fine not to exceed the sum of \$500.00 for each offense; and each day such offense shall continue shall be deemed to constitute a separate offense. unless the violation relates to fire safety, zoning or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of \$2,000.00. Each continuing day's violation and each occurrence in violation of this Ordinance shall constitute a separate and distinct offense. The penal provisions imposed under this Ordinance shall not preclude the City of New Fairview from filing suit to enjoin the violation nor shall it preclude the City of New Fairview from taking such other lawful action as is necessary to prevent or remedy any violation. The City of New Fairview retains all legal rights and remedies available to it pursuant to local, state, and federal law

Sec. 10.004.07 Liability of the City.

The City shall not be held liable or responsible for any loss or damage to personal property or for any loss, damage, personal injury, serious bodily injury or death of any person or animal entering into, within or using a park.

SECTION THREE. Cumulative and Conflicts. This Ordinance shall be cumulative of all provisions of ordinances of the City of New Fairview, Texas, except where the provisions of the Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed. Any and all previous versions of this Ordinance to the extent that they are in direct conflict herewith are repealed.

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

SECTION FIVE. Effective Date.

This Ordinance shall become effective immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED on this _____ day of February, 2023.

APPROVED:

ATTESTED:

John R. Taylor
Mayor

Brooke Boller
City Secretary

DRAFT



**City of New Fairview
City Council
Regular Meeting
999 Illinois Lane
Tuesday, January 3, 2023, at 7:00 pm**

THE CITY COUNCIL CONVENED INTO A CITY COUNCIL MEETING THE SAME BEING OPEN TO THE PUBLIC, THE 3RD DAY OF JANUARY 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
Place 2 Councilman Peter Kozlowski
Place 3 Councilman Walter Clements
Place 5 Councilman Richard Greene**

City Staff

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

WORK SESSION

- 1. Call to Order and Determination of Quorum (Work Session called to order by Mayor John Taylor at 9:46 pm; Roll Call with the above-mentioned names)**
- 2. Receive a report and hold a discussion regarding the City's Procurement Policy.
John Cabrales Jr. gave the Council various copies of other cities Procurement Policies as examples to review to get the Council's direction on the existing Procurement Policy.**
- 3. Adjournment
Motion: Councilman Richard Greene
Second: Councilman Walter Clements
Vote: All in Favor
Results: Work Session was adjourned at 9:53 pm.**

REGULAR SESSION

1. Call to Order and Determination of Quorum (Regular Session called to order by Mayor John Taylor at 7:00 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. **Announcements & Special Recognitions:** The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.
4. **City Administrator's Report:** The City Administrator's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including but not limited to departmental operations and capital improvement project status. No action will be taken with respect to this report.
5. **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.
6. **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. Approve the City Council Meeting minutes for December 5, 2022
Motion: Councilman Richard Greene
Second: Councilman Walter Clements
Vote: All in Favor
Results: The City Council Meeting Minutes from December 5, 2022, were approved with the following changes: Change Councilwoman Harvey Lynn Burger to Councilman Harvey Lynn Burger and also change Robert (Robin) Cross, City Attorney (Virtual) to Roberta (Robin) Cross, City Attorney (Virtual)
7. **New Business:** All matters listed in New Business will be discussed and considered separately.
 - A. Hold a public hearing and consider an Ordinance repealing certain sections of Chapter 4 Building Regulations; Chapter 5 Business Regulations; Chapter 9A Subdivision Regulations; Chapter 9B Zoning Regulations of the Code of Ordinances of the City of New Fairview, Texas and adopting a new Section 28 of Chapter 9B, "Zoning Ordinance".
Public hearing opened at 7:38 pm. The City Planner, Stephen Cook gave a presentation on the fence ordinance based off of the Planning and Zoning voting unanimously on December 12,

2022, to recommend approval of the ordinance with a few revisions which was incorporated into the ordinance. The Public Hearing closed at 8:55 pm.

Motion: Councilman Richard Greene

Second: Councilman Peter Kozlowski

Vote For: Councilman Richard Greene, Councilman Peter Kozlowski, Councilman Walter Clements, and Mayor Pro Tem Steven King

Vote Against: Councilman Harvey Lynn Burger

Result: A zoning ordinance repealing certain sections of Chapter 4 Building Regulations; Chapter 5 Business Regulations; Chapter 9A Subdivision Regulations; Chapter 9B Zoning Regulations of the Code of Ordinances of the City of New Fairview, Texas and adopting a new Section 28 of Chapter 9B, "Zoning Ordinance", was approved with changes to Section 28.4 adding the word "Privacy" to the description of the wood fences, Section 28.2 adding a permit fee waiver may be applied for the installation of fences, and Section 29.12 adding Knox Locks shall be made available for emergency access to all fenced drilling and production sites.

- B. Receive, consider, and act on a request to include the territorial limits and extraterritorial jurisdiction of the city in Denton County within the proposed Denton County Emergency Service District No. 2.

Motion: Councilman Steven King

Second: Councilman Walter Clements

Vote: All in Favor

Result: The City Council denied the request to include the territorial limits and extraterritorial jurisdiction of the City of New Fairview in Denton County within the proposed Denton County Emergency Service District No. 2.

- C. Receive, consider, and act on appointing members to the Planning and Zoning Commission.

Motion: Councilman Richard Greene

Second: Councilman Peter Kozlowski

Vote: All in Favor

Result: The City Council approved the appointment of Sarah Adams to the Planning and Zoning Commission, Place 4.

- D. Receive, consider, and act on a Resolution designating the Wise County Messenger as the Official Newspaper for Year 2023.

Motion: Councilman Richard Greene

Second: Councilman Steven King

Vote: All in Favor

Result: The City Council approved a Resolution designating the *Wise County Messenger* as the Official Newspaper for Year 2023.

- E. Discuss, consider, and act on a Resolution calling a general/special election for the office of Mayor and City Members Place 2 and Place 4 to be held May 6, 2023, as well as a special election for an unexpired term for City Council Member Place 5 and 3 to be held May 6, 2023; authorizing execution of a joint election agreement with the Wise County Elections Administration and Denton County Administration to conduct the election; and provide procedures to conduct the election as well as resolving other matters incident and related thereto.

Motion: Councilman Walter Clements

Second: Councilman Steven King

Vote: All in Favor

Result: The City Council approved a Resolution calling a general/special election for the office of Mayor and City Members Place 2 and Place 4 to be held May 6, 2023, as well as a special election for an unexpired term for City Council Member Place 5 and 3 to be held May 6, 2023; authorizing execution of a joint election agreement with the Wise County Elections Administration and Denton County Administration to conduct the election; and provide procedures to conduct the election as well as resolving other matters incident and related thereto.

8. **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. § 551.071(1): Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding: Employment Agreement for John Cabrales, Jr.
 - B. §551.074: (a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Employment Agreement for John Cabrales, Jr.
Council left for executive session at 9:07 pm.
9. **Return to Open Session:** Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.
Council returned to Open Session at 9:40pm.
10. **Mayor & Council Member Announcements:** The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting
11. Adjournment
Motion: Councilman Steven King
Second: Councilman Walter Clements
Vote: All in Favor
Result: Meeting was adjourned at 9:45pm

MINUTES APPROVED ON THIS, THE 16TH DAY OF JANUARY 2023:



John Taylor, Mayor

Susan Greenwood

Susan Greenwood, Assistant City Secretary

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Nov 2022 Nov 2022 Actual	Year-To-Date Oct 2022 Nov 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Revenue & Expenditures						
Revenue						
Revenues						
Fines & Fees						
4501	Court Fines	20,000.00	837.39	1,270.82	(18,729.18)	6.35%
	Total Fines & Fees	\$20,000.00	\$837.39	\$1,270.82	(\$18,729.18)	
Franchise Fees						
4301	Franchise Fees	50,000.00	1,546.17	2,977.71	(47,022.29)	5.96%
	Total Franchise Fees	\$50,000.00	\$1,546.17	\$2,977.71	(\$47,022.29)	
Other Revenue						
4901	Other Revenue	154,000.00	0.00	0.00	(154,000.00)	0.00%
4906	Sponsorship	5,000.00	0.00	1,031.10	(3,968.90)	20.62%
	Total Other Revenue	\$159,000.00	\$0.00	\$1,031.10	(\$157,968.90)	
Permits						
4401	Construction Permits	500,000.00	1,861.30	34,805.54	(465,194.46)	6.96%
4403	Contractor Registration	3,600.00	206.00	927.00	(2,673.00)	25.75%
4402	Septic Permits	14,000.00	2,472.30	4,969.20	(9,030.80)	35.49%
	Total Permits	\$517,600.00	\$4,539.60	\$40,701.74	(\$476,898.26)	
Property Tax						
4101	Current Property Tax	656,790.05	45,382.48	62,855.38	(593,934.67)	9.57%
	Total Property Tax	\$656,790.05	\$45,382.48	\$62,855.38	(\$593,934.67)	
Sales Tax						
4201	Sales/ Beverage Tax	378,000.00	36,402.88	79,686.86	(298,313.14)	21.08%
	Total Sales Tax	\$378,000.00	\$36,402.88	\$79,686.86	(\$298,313.14)	
	Revenues Totals	\$1,781,390.05	\$88,708.52	\$188,523.61	(\$1,592,866.44)	
	Total Revenue	\$1,781,390.05	\$88,708.52	\$188,523.61	(\$1,592,866.44)	
	Total Gross Profit	\$1,781,390.05	\$88,708.52	\$188,523.61		
Expenses						
City Administration						
Contract Labor						
5101	Contract Labor	6,240.00	1,530.60	2,090.60	4,149.40	33.50%
5111	Information Technology	8,000.00	0.00	0.00	8,000.00	0.00%
5108	Legal Expenses	50,000.00	7,585.51	7,585.51	42,414.49	15.17%
5113	Website	10,000.00	0.00	0.00	10,000.00	0.00%
	Total Contract Labor	\$74,240.00	\$9,116.11	\$9,676.11	\$64,563.89	

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Nov 2022 Nov 2022 Actual	Year-To-Date Oct 2022 Nov 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Salaries & Payroll						
5011	Deferred Compensation	6,000.00	0.00	0.00	6,000.00	0.00%
5007	FICA - Payroll Taxes	9,157.05	0.00	0.00	9,157.05	0.00%
5006	Health Insurance	10,740.96	131.34	1,842.58	8,898.38	17.15%
5004	Longevity Pay	100.00	100.00	100.00		100.00%
5012	LTD, STD and Life	456.00	0.00	0.00	456.00	0.00%
5001	Salaries	119,700.00	21,503.34	43,006.68	76,693.32	35.93%
5005	TMRS	7,636.86	2,419.01	4,838.02	2,798.84	63.35%
5010	Unemployment	3,591.00	0.00	0.00	3,591.00	0.00%
5008	Worker's Comp	400.00	0.00	3.89	396.11	0.97%
	Total Salaries & Payroll	\$157,781.87	\$24,153.69	\$49,791.17	\$107,990.70	
Services						
5340	Auditor	7,000.00	0.00	0.00	7,000.00	0.00%
5375	Chapter 380	84,000.00	0.00	0.00	84,000.00	0.00%
5361	Credit Card Fees	20,000.00	178.57	357.59	19,642.41	1.79%
5315	Electric / Trash	2,000.00	92.36	219.77	1,780.23	10.99%
5320	Equipment Rental	500.00	44.00	44.00	456.00	8.80%
5335	Internet/Telephone	1,500.00	647.23	1,361.63	138.37	90.78%
5355	Miscellaneous Expense	33,618.00	0.00	0.00	33,618.00	0.00%
5365	Penalties Expense	1,200.00	0.00	0.00	1,200.00	0.00%
5350	Professional Services	5,000.00	0.00	50.00	4,950.00	1.00%
5360	Prop Tax Collection Fees	14,200.00	0.00	0.00	14,200.00	0.00%
5310	Software	15,500.00	669.57	2,810.00	12,690.00	18.13%
5380	TML Insurance	8,430.20	0.00	2,728.20	5,702.00	32.36%
5322	Training/ Dues/ Memberships	4,600.00	467.92	1,811.58	2,788.42	39.38%
	Total Services	\$197,548.20	\$2,099.65	\$9,382.77	\$188,165.43	
Supplies						
5202	Equipment	500.00	0.00	0.00	500.00	0.00%
5299	Miscellaneous Supplies	500.00	0.00	159.57	340.43	31.91%
5201	Office Supplies	2,500.00	71.34	1,073.26	1,426.74	42.93%
5207	Postage	0.00	31.40	31.40	(31.40)	0.00%
	Total Supplies	\$3,500.00	\$102.74	\$1,264.23	\$2,235.77	
	City Administration Totals	\$433,070.07	\$35,472.19	\$70,114.28	\$362,955.79	
City Council						
Contract Labor						
5108	Legal Expenses	15,000.00	4,662.00	4,662.00	10,338.00	31.08%
	Total Contract Labor	\$15,000.00	\$4,662.00	\$4,662.00	\$10,338.00	

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Nov 2022 Nov 2022 Actual	Year-To-Date Oct 2022 Nov 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Services						
5370	Election Expense	5,000.00	626.65	626.65	4,373.35	12.53%
5310	Software	120.00	0.00	0.00	120.00	0.00%
5322	Training/ Dues/ Memberships	15,000.00	631.38	2,331.85	12,668.15	15.55%
	Total Services	\$20,120.00	\$1,258.03	\$2,958.50	\$17,161.50	
Supplies						
5299	Miscellaneous Supplies	300.00	0.00	0.00	300.00	0.00%
5201	Office Supplies	2,000.00	0.00	100.00	1,900.00	5.00%
	Total Supplies	\$2,300.00	\$0.00	\$100.00	\$2,200.00	
	City Council Totals	\$37,420.00	\$5,920.03	\$7,720.50	\$29,699.50	
City Secretary						
Contract Labor						
5108	Legal Expenses	10,000.00	0.00	0.00	10,000.00	0.00%
	Total Contract Labor	\$10,000.00	\$0.00	\$0.00	\$10,000.00	
Salaries & Payroll						
5007	FICA - Payroll Taxes	4,417.88	337.40	668.32	3,749.56	15.13%
5006	Health Insurance	10,740.96	131.33	1,842.57	8,898.39	17.15%
5004	Longevity Pay	64.00	208.00	208.00	(144.00)	325.00%
5012	LTD, STD and Life	945.34	0.00	0.00	945.34	0.00%
5001	Salaries	57,750.00	4,442.32	8,831.75	48,918.25	15.29%
5005	TMRS	3,684.45	537.96	1,069.52	2,614.93	29.03%
5008	Worker's Comp	320.00	0.00	3.88	316.12	1.21%
	Total Salaries & Payroll	\$77,922.63	\$5,657.01	\$12,624.04	\$65,298.59	
Services						
5315	Electric / Trash	2,000.00	92.33	219.72	1,780.28	10.99%
5320	Equipment Rental	1,000.00	0.00	0.00	1,000.00	0.00%
5335	Internet/Telephone	1,000.00	0.00	67.17	932.83	6.72%
5305	Legal Notices	2,000.00	1,705.00	1,705.00	295.00	85.25%
5355	Miscellaneous Expense	0.00	0.00	66.21	(66.21)	0.00%
5310	Software	7,695.00	0.00	16.23	7,678.77	0.21%
5322	Training/ Dues/ Memberships	7,500.00	334.00	1,752.20	5,747.80	23.36%
	Total Services	\$21,195.00	\$2,131.33	\$3,826.53	\$17,368.47	
Supplies						
5202	Equipment	500.00	0.00	0.00	500.00	0.00%
5299	Miscellaneous Supplies	1,000.00	0.00	0.00	1,000.00	0.00%
5201	Office Supplies	2,000.00	300.31	336.22	1,663.78	16.81%

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Nov 2022 Nov 2022 Actual	Year-To-Date Oct 2022 Nov 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
5207	Postage	400.00	0.00	0.00	400.00	0.00%
	Total Supplies	\$3,900.00	\$300.31	\$336.22	\$3,563.78	
	City Secretary Totals	\$113,017.63	\$8,088.65	\$16,786.79	\$96,230.84	
Court						
Contract Labor						
5108	Legal Expenses	5,000.00	1,981.50	2,081.70	2,918.30	41.63%
5106	Municipal Judge	2,400.00	750.00	1,050.00	1,350.00	43.75%
	Total Contract Labor	\$7,400.00	\$2,731.50	\$3,131.70	\$4,268.30	
Salaries & Payroll						
5007	FICA - Payroll Taxes	3,842.75	0.00	0.00	3,842.75	0.00%
5006	Health Insurance	10,740.96	0.00	0.00	10,740.96	0.00%
5004	Longevity Pay	64.00	100.00	100.00	(36.00)	156.25%
5012	LTD, STD and Life	561.70	0.00	0.00	561.70	0.00%
5003	Overtime	5,000.00	0.00	24.64	4,975.36	0.49%
5001	Salaries	50,232.00	3,637.58	7,764.73	42,467.27	15.46%
5005	TMRS	3,204.80	409.20	876.26	2,328.54	27.34%
5008	Worker's Comp	320.00	0.00	3.88	316.12	1.21%
	Total Salaries & Payroll	\$73,966.21	\$4,146.78	\$8,769.51	\$65,196.70	
Services						
5315	Electric / Trash	2,000.00	92.33	219.72	1,780.28	10.99%
5320	Equipment Rental	2,000.00	0.00	0.00	2,000.00	0.00%
5335	Internet/Telephone	1,000.00	0.00	67.16	932.84	6.72%
5355	Miscellaneous Expense	10,000.00	0.00	0.00	10,000.00	0.00%
5325	Municipal Judge Training	350.00	0.00	0.00	350.00	0.00%
5350	Professional Services	1,000.00	0.00	0.00	1,000.00	0.00%
5322	Training/ Dues/ Memberships	2,450.00	105.00	1,970.50	479.50	80.43%
	Total Services	\$18,800.00	\$197.33	\$2,257.38	\$16,542.62	
Supplies						
5202	Equipment	500.00	0.00	0.00	500.00	0.00%
5299	Miscellaneous Supplies	500.00	0.00	0.00	500.00	0.00%
5201	Office Supplies	1,500.00	0.00	224.99	1,275.01	15.00%
5207	Postage	500.00	0.00	0.00	500.00	0.00%
5222	Signs	500.00	0.00	0.00	500.00	0.00%
	Total Supplies	\$3,500.00	\$0.00	\$224.99	\$3,275.01	
	Court Totals	\$103,666.21	\$7,075.61	\$14,383.58	\$89,282.63	

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Nov 2022 Nov 2022 Actual	Year-To-Date Oct 2022 Nov 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Health/Code Enforcement						
Contract Labor						
5112	Abatement	15,000.00	0.00	0.00	15,000.00	0.00%
5104	Animal Control	2,000.00	0.00	50.00	1,950.00	2.50%
5108	Legal Expenses	3,000.00	777.00	777.00	2,223.00	25.90%
5103	Septic Inspector	5,500.00	0.00	0.00	5,500.00	0.00%
	Total Contract Labor	\$25,500.00	\$777.00	\$827.00	\$24,673.00	
Services						
5390	Cleanup Days	2,475.00	0.00	138.00	2,337.00	5.58%
5320	Equipment Rental	1,000.00	0.00	0.00	1,000.00	0.00%
5310	Software	1,400.00	0.00	0.00	1,400.00	0.00%
5322	Training/ Dues/ Memberships	1,760.00	0.00	0.00	1,760.00	0.00%
	Total Services	\$6,635.00	\$0.00	\$138.00	\$6,497.00	
Supplies						
5299	Miscellaneous Supplies	0.00	106.95	106.95	(106.95)	0.00%
5222	Signs	0.00	0.00	121.98	(121.98)	0.00%
	Total Supplies	\$0.00	\$106.95	\$228.93	(\$228.93)	
	Health/Code Enforcement Totals	\$32,135.00	\$883.95	\$1,193.93	\$30,941.07	
Parks & Recreation						
Services						
5385	Building Repairs	500.00	0.00	0.00	500.00	0.00%
5320	Equipment Rental	4,000.00	0.00	0.00	4,000.00	0.00%
5355	Miscellaneous Expense	4,000.00	136.91	136.91	3,863.09	3.42%
5304	Special Events	10,500.00	2,458.90	3,692.31	6,807.69	35.16%
	Total Services	\$19,000.00	\$2,595.81	\$3,829.22	\$15,170.78	
Supplies						
5202	Equipment	1,000.00	0.00	0.00	1,000.00	0.00%
5299	Miscellaneous Supplies	500.00	0.00	0.00	500.00	0.00%
5201	Office Supplies	500.00	0.00	0.00	500.00	0.00%
	Total Supplies	\$2,000.00	\$0.00	\$0.00	\$2,000.00	
	Parks & Recreation Totals	\$21,000.00	\$2,595.81	\$3,829.22	\$17,170.78	
Planning & Development						
Contract Labor						
5105	Building Inspector	60,000.00	4,575.00	8,400.00	51,600.00	14.00%
5109	City Engineer	25,000.00	0.00	2,457.22	22,542.78	9.83%
5110	City Planner	40,000.00	4,066.88	4,066.88	35,933.12	10.17%

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Nov 2022 Nov 2022 Actual	Year-To-Date Oct 2022 Nov 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
5108	Legal Expenses	5,000.00	0.00	0.00	5,000.00	0.00%
	Total Contract Labor	\$130,000.00	\$8,641.88	\$14,924.10	\$115,075.90	
Services						
5350	Professional Services	15,700.00	0.00	0.00	15,700.00	0.00%
5310	Software	700.00	0.00	0.00	700.00	0.00%
	Total Services	\$16,400.00	\$0.00	\$0.00	\$16,400.00	
Supplies						
5201	Office Supplies	1,500.00	0.00	466.84	1,033.16	31.12%
	Total Supplies	\$1,500.00	\$0.00	\$466.84	\$1,033.16	
	Planning & Development Totals	\$147,900.00	\$8,641.88	\$15,390.94	\$132,509.06	
Public Safety						
Capital Outlay						
6030	Buildings - Capital	17,270.00	6,617.21	10,362.21	6,907.79	60.00%
6060	Buildings - Extractor	10,450.00	0.00	0.00	10,450.00	0.00%
	Total Capital Outlay	\$27,720.00	\$6,617.21	\$10,362.21	\$17,357.79	
City Projects						
5645	EMS Buildout	0.00	100.66	100.66	(100.66)	0.00%
	Total City Projects	\$0.00	\$100.66	\$100.66	(\$100.66)	
Contract Labor						
5107	Contract Deputies	44,000.00	2,993.87	3,370.63	40,629.37	7.66%
5101	Contract Labor	37,400.00	3,200.00	6,400.00	31,000.00	17.11%
	Total Contract Labor	\$81,400.00	\$6,193.87	\$9,770.63	\$71,629.37	
Services						
5385	Building Repairs	0.00	0.00	959.97	(959.97)	0.00%
5322	Training/ Dues/ Memberships	2,200.00	0.00	178.00	2,022.00	8.09%
	Total Services	\$2,200.00	\$0.00	\$1,137.97	\$1,062.03	
Supplies						
5202	Equipment	0.00	0.00	200.95	(200.95)	0.00%
	Total Supplies	\$0.00	\$0.00	\$200.95	(\$200.95)	
	Public Safety Totals	\$111,320.00	\$12,911.74	\$21,572.42	\$89,747.58	
Public Works						
Capital Outlay						
6030	Buildings - Capital	35,000.00	0.00	0.00	35,000.00	0.00%
6020	Equipment - Capital	92,000.00	0.00	0.00	92,000.00	0.00%
6010	Vehicles - Capital	65,000.00	0.00	0.00	65,000.00	0.00%
	Total Capital Outlay	\$192,000.00	\$0.00	\$0.00	\$192,000.00	

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		Annual Budget Oct 2022 Sep 2023	Current Period Nov 2022 Actual	Year-To-Date Oct 2022 Nov 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
City Projects						
5655	CDBG	0.00	475.00	1,983.38	(1,983.38)	0.00%
5630	TDLR	10,300.00	7,780.02	10,638.83	(338.83)	103.29%
Total City Projects		\$10,300.00	\$8,255.02	\$12,622.21	(\$2,322.21)	
Contract Labor						
5105	Building Inspector	750.00	0.00	0.00	750.00	0.00%
5101	Contract Labor	15,000.00	0.00	0.00	15,000.00	0.00%
5102	Public Infrastructure	5,000.00	0.00	0.00	5,000.00	0.00%
Total Contract Labor		\$20,750.00	\$0.00	\$0.00	\$20,750.00	
Salaries & Payroll						
5007	FICA - Payroll Taxes	8,103.19	0.00	0.00	8,103.19	0.00%
5006	Health Insurance	21,481.92	131.34	1,842.58	19,639.34	8.58%
5004	Longevity Pay	64.00	136.00	136.00	(72.00)	212.50%
5012	LTD, STD and Life	1,890.67	0.00	0.00	1,890.67	0.00%
5003	Overtime	5,000.00	784.99	1,586.62	3,413.38	31.73%
5001	Salaries	105,924.00	8,060.22	16,304.94	89,619.06	15.39%
5005	TMRS	6,757.95	736.02	1,466.39	5,291.56	21.70%
5010	Unemployment	3,177.72	0.00	0.00	3,177.72	0.00%
5008	Worker's Comp	640.00	0.00	3.89	636.11	0.61%
Total Salaries & Payroll		\$153,039.45	\$9,848.57	\$21,340.42	\$131,699.03	
Services						
5385	Building Repairs	15,000.00	335.76	335.76	14,664.24	2.24%
5315	Electric / Trash	12,000.00	689.98	1,603.13	10,396.87	13.36%
5320	Equipment Rental	5,000.00	0.00	1,497.28	3,502.72	29.95%
5301	Fuel	8,000.00	726.74	1,528.49	6,471.51	19.11%
5335	Internet/Telephone	1,030.00	0.00	0.00	1,030.00	0.00%
5355	Miscellaneous Expense	1,500.00	(4.41)	(4.41)	1,504.41	(0.29%)
5395	Road Maintenance	50,000.00	0.00	2,563.94	47,436.06	5.13%
5345	Street Lights	11,940.00	474.24	965.52	10,974.48	8.09%
5303	Tolls	50.00	0.00	0.00	50.00	0.00%
5302	Tractor/ Truck Repairs	8,000.00	0.00	562.93	7,437.07	7.04%
5322	Training/ Dues/ Memberships	4,410.00	0.00	190.00	4,220.00	4.31%
Total Services		\$116,930.00	\$2,222.31	\$9,242.64	\$107,687.36	
Supplies						
5202	Equipment	7,500.00	0.00	1,661.64	5,838.36	22.16%
5299	Miscellaneous Supplies	2,000.00	0.00	42.24	1,957.76	2.11%
5201	Office Supplies	3,000.00	0.00	40.00	2,960.00	1.33%

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Nov 2022 Actual	Year-To-Date Oct 2022 Nov 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
5207	Postage	500.00	0.00	0.00	500.00	0.00%
5222	Signs	8,000.00	10.76	10.76	7,989.24	0.13%
5203	Uniforms	3,500.00	20.98	20.98	3,479.02	0.60%
	Total Supplies	\$24,500.00	\$31.74	\$1,775.62	\$22,724.38	
	Public Works Totals	\$517,519.45	\$20,357.64	\$44,980.89	\$472,538.56	
Revenues						
Services						
5322	Training/ Dues/ Memberships	0.00	(40.70)	(40.70)	40.70	0.00%
	Total Services	\$0.00	(\$40.70)	(\$40.70)	\$40.70	
	Revenues Totals	\$0.00	(\$40.70)	(\$40.70)	\$40.70	
	Total Expenses	\$1,517,048.36	\$101,906.80	\$195,931.85	\$1,321,116.51	
	Total Revenue Less Expenditures	\$264,341.69	(\$13,198.28)	(\$7,408.24)		
Transfers Out						
Parks & Recreation						
Transfer Expense						
9100	Transfers Out	142,973.00	0.00	0.00	142,973.00	0.00%
	Total Transfer Expense	\$142,973.00	\$0.00	\$0.00	\$142,973.00	
	Parks & Recreation Totals	\$142,973.00	\$0.00	\$0.00	\$142,973.00	
Public Works						
Transfer Expense						
9100	Transfers Out	85,000.00	0.00	0.00	85,000.00	0.00%
	Total Transfer Expense	\$85,000.00	\$0.00	\$0.00	\$85,000.00	
	Public Works Totals	\$85,000.00	\$0.00	\$0.00	\$85,000.00	
	Total Transfers Out	\$227,973.00	\$0.00	\$0.00	\$227,973.00	
	Total Net Change in Fund Balance	\$36,368.69	(\$13,198.28)	(\$7,408.24)		
Fund Balances						
	Beginning Fund Balance	0.00	1,877,269.11	1,871,479.07		0.00%
	Net Change in Fund Balance	36,368.69	(13,198.28)	(7,408.24)		0.00%
	Ending Fund Balance	0.00	1,864,070.83	1,864,070.83		0.00%

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Dec 2022 Dec 2022 Actual	Year-To-Date Oct 2022 Dec 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Revenue & Expenditures						
Revenue						
Revenues						
Fines & Fees						
4501	Court Fines	20,000.00	882.80	2,153.62	(17,846.38)	10.77%
	Total Fines & Fees	\$20,000.00	\$882.80	\$2,153.62	(\$17,846.38)	
Franchise Fees						
4301	Franchise Fees	50,000.00	6,071.94	9,049.65	(40,950.35)	18.10%
	Total Franchise Fees	\$50,000.00	\$6,071.94	\$9,049.65	(\$40,950.35)	
Other Revenue						
4901	Other Revenue	154,000.00	81.00	81.00	(153,919.00)	0.05%
4906	Sponsorship	5,000.00	1,000.00	2,031.10	(2,968.90)	40.62%
	Total Other Revenue	\$159,000.00	\$1,081.00	\$2,112.10	(\$156,887.90)	
Permits						
4401	Construction Permits	500,000.00	28,918.77	63,724.31	(436,275.69)	12.74%
4403	Contractor Registration	3,600.00	100.00	1,027.00	(2,573.00)	28.53%
4402	Septic Permits	14,000.00	0.00	4,969.20	(9,030.80)	35.49%
	Total Permits	\$517,600.00	\$29,018.77	\$69,720.51	(\$447,879.49)	
Property Tax						
4101	Current Property Tax	656,790.05	181,846.04	244,701.42	(412,088.63)	37.26%
	Total Property Tax	\$656,790.05	\$181,846.04	\$244,701.42	(\$412,088.63)	
Sales Tax						
4201	Sales/ Beverage Tax	378,000.00	49,459.14	129,146.00	(248,854.00)	34.17%
	Total Sales Tax	\$378,000.00	\$49,459.14	\$129,146.00	(\$248,854.00)	
	Revenues Totals	\$1,781,390.05	\$268,359.69	\$456,883.30	(\$1,324,506.75)	
	Total Revenue	\$1,781,390.05	\$268,359.69	\$456,883.30	(\$1,324,506.75)	
	Total Gross Profit	\$1,781,390.05	\$268,359.69	\$456,883.30		
Expenses						
City Administration						
Contract Labor						
5101	Contract Labor	6,240.00	2,079.60	4,170.20	2,069.80	66.83%
5111	Information Technology	8,000.00	0.00	0.00	8,000.00	0.00%
5108	Legal Expenses	50,000.00	3,916.69	11,502.20	38,497.80	23.00%
5113	Website	10,000.00	0.00	0.00	10,000.00	0.00%
	Total Contract Labor	\$74,240.00	\$5,996.29	\$15,672.40	\$58,567.60	

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Dec 2022 Dec 2022 Actual	Year-To-Date Oct 2022 Dec 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Other Expense						
7185	Transfer Out - Special Rev	0.00	17,098.74	17,098.74	(17,098.74)	0.00%
Total Other Expense		\$0.00	\$17,098.74	\$17,098.74	(\$17,098.74)	
Salaries & Payroll						
5011	Deferred Compensation	6,000.00	11,206.00	11,206.00	(5,206.00)	186.77%
5007	FICA - Payroll Taxes	9,157.05	0.00	0.00	9,157.05	0.00%
5006	Health Insurance	10,740.96	2,358.86	4,201.44	6,539.52	39.12%
5004	Longevity Pay	100.00	0.00	100.00		100.00%
5012	LTD, STD and Life	456.00	0.00	0.00	456.00	0.00%
5001	Salaries	119,700.00	12,716.36	55,723.04	63,976.96	46.55%
5005	TMRS	7,636.86	2,691.14	7,529.16	107.70	98.59%
5010	Unemployment	3,591.00	0.00	0.00	3,591.00	0.00%
5008	Worker's Comp	400.00	0.00	3.89	396.11	0.97%
Total Salaries & Payroll		\$157,781.87	\$28,972.36	\$78,763.53	\$79,018.34	
Services						
5340	Auditor	7,000.00	0.00	0.00	7,000.00	0.00%
5375	Chapter 380	84,000.00	0.00	0.00	84,000.00	0.00%
5361	Credit Card Fees	20,000.00	129.11	486.70	19,513.30	2.43%
5315	Electric / Trash	2,000.00	120.74	340.51	1,659.49	17.03%
5320	Equipment Rental	500.00	0.00	44.00	456.00	8.80%
5335	Internet/Telephone	1,500.00	848.75	2,210.38	(710.38)	147.36%
5355	Miscellaneous Expense	33,618.00	0.00	0.00	33,618.00	0.00%
5365	Penalties Expense	1,200.00	0.00	0.00	1,200.00	0.00%
5350	Professional Services	5,000.00	0.00	50.00	4,950.00	1.00%
5360	Prop Tax Collection Fees	14,200.00	4,324.94	4,324.94	9,875.06	30.46%
5310	Software	15,500.00	1,496.22	4,306.22	11,193.78	27.78%
5380	TML Insurance	8,430.20	0.00	2,728.20	5,702.00	32.36%
5322	Training/ Dues/ Memberships	4,600.00	719.96	2,531.54	2,068.46	55.03%
Total Services		\$197,548.20	\$7,639.72	\$17,022.49	\$180,525.71	
Supplies						
5202	Equipment	500.00	170.00	170.00	330.00	34.00%
5299	Miscellaneous Supplies	500.00	0.00	159.57	340.43	31.91%
5201	Office Supplies	2,500.00	69.99	1,143.25	1,356.75	45.73%
5207	Postage	0.00	0.00	31.40	(31.40)	0.00%
Total Supplies		\$3,500.00	\$239.99	\$1,504.22	\$1,995.78	
City Administration Totals		\$433,070.07	\$59,947.10	\$130,061.38	\$303,008.69	

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Dec 2022 Dec 2022 Actual	Year-To-Date Oct 2022 Dec 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
City Council						
Contract Labor						
5108	Legal Expenses	15,000.00	2,562.00	7,224.00	7,776.00	48.16%
	Total Contract Labor	\$15,000.00	\$2,562.00	\$7,224.00	\$7,776.00	
Services						
5370	Election Expense	5,000.00	503.50	1,130.15	3,869.85	22.60%
5310	Software	120.00	0.00	0.00	120.00	0.00%
5322	Training/ Dues/ Memberships	15,000.00	632.00	2,963.85	12,036.15	19.76%
	Total Services	\$20,120.00	\$1,135.50	\$4,094.00	\$16,026.00	
Supplies						
5213	Council Supplies	0.00	74.58	74.58	(74.58)	0.00%
5299	Miscellaneous Supplies	300.00	0.00	0.00	300.00	0.00%
5201	Office Supplies	2,000.00	0.00	100.00	1,900.00	5.00%
	Total Supplies	\$2,300.00	\$74.58	\$174.58	\$2,125.42	
	City Council Totals	\$37,420.00	\$3,772.08	\$11,492.58	\$25,927.42	
City Secretary						
Contract Labor						
5108	Legal Expenses	10,000.00	950.00	950.00	9,050.00	9.50%
	Total Contract Labor	\$10,000.00	\$950.00	\$950.00	\$9,050.00	
Salaries & Payroll						
5007	FICA - Payroll Taxes	4,417.88	422.36	1,090.68	3,327.20	24.69%
5006	Health Insurance	10,740.96	2,358.84	4,201.41	6,539.55	39.12%
5004	Longevity Pay	64.00	0.00	208.00	(144.00)	325.00%
5012	LTD, STD and Life	945.34	0.00	0.00	945.34	0.00%
5001	Salaries	57,750.00	5,552.90	14,384.65	43,365.35	24.91%
5005	TMRS	3,684.45	672.45	1,741.97	1,942.48	47.28%
5008	Worker's Comp	320.00	0.00	3.88	316.12	1.21%
	Total Salaries & Payroll	\$77,922.63	\$9,006.55	\$21,630.59	\$56,292.04	
Services						
5315	Electric / Trash	2,000.00	120.72	340.44	1,659.56	17.02%
5320	Equipment Rental	1,000.00	0.00	0.00	1,000.00	0.00%
5335	Internet/Telephone	1,000.00	201.50	268.67	731.33	26.87%
5305	Legal Notices	2,000.00	0.00	1,705.00	295.00	85.25%
5355	Miscellaneous Expense	0.00	0.00	66.21	(66.21)	0.00%
5310	Software	7,695.00	21.64	37.87	7,657.13	0.49%
5322	Training/ Dues/ Memberships	7,500.00	0.00	1,752.20	5,747.80	23.36%
	Total Services	\$21,195.00	\$343.86	\$4,170.39	\$17,024.61	

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Dec 2022 Actual	Year-To-Date Oct 2022 Dec 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Supplies						
5202	Equipment	500.00	170.00	170.00	330.00	34.00%
5299	Miscellaneous Supplies	1,000.00	42.50	42.50	957.50	4.25%
5201	Office Supplies	2,000.00	0.00	336.22	1,663.78	16.81%
5207	Postage	400.00	0.00	0.00	400.00	0.00%
	Total Supplies	\$3,900.00	\$212.50	\$548.72	\$3,351.28	
	City Secretary Totals	\$113,017.63	\$10,512.91	\$27,299.70	\$85,717.93	
Court						
Contract Labor						
5108	Legal Expenses	5,000.00	19.50	2,101.20	2,898.80	42.02%
5106	Municipal Judge	2,400.00	0.00	1,050.00	1,350.00	43.75%
	Total Contract Labor	\$7,400.00	\$19.50	\$3,151.20	\$4,248.80	
Salaries & Payroll						
5007	FICA - Payroll Taxes	3,842.75	0.00	0.00	3,842.75	0.00%
5006	Health Insurance	10,740.96	2,358.84	2,358.84	8,382.12	21.96%
5004	Longevity Pay	64.00	0.00	100.00	(36.00)	156.25%
5012	LTD, STD and Life	561.70	0.00	0.00	561.70	0.00%
5003	Overtime	5,000.00	181.15	205.79	4,794.21	4.12%
5001	Salaries	50,232.00	5,213.35	12,978.08	37,253.92	25.84%
5005	TMRS	3,204.80	606.84	1,483.10	1,721.70	46.28%
5008	Worker's Comp	320.00	0.00	3.88	316.12	1.21%
	Total Salaries & Payroll	\$73,966.21	\$8,360.18	\$17,129.69	\$56,836.52	
Services						
5315	Electric / Trash	2,000.00	120.72	340.44	1,659.56	17.02%
5320	Equipment Rental	2,000.00	0.00	0.00	2,000.00	0.00%
5335	Internet/Telephone	1,000.00	201.48	268.64	731.36	26.86%
5355	Miscellaneous Expense	10,000.00	0.00	0.00	10,000.00	0.00%
5325	Municipal Judge Training	350.00	0.00	0.00	350.00	0.00%
5350	Professional Services	1,000.00	0.00	0.00	1,000.00	0.00%
5322	Training/ Dues/ Memberships	2,450.00	0.00	1,970.50	479.50	80.43%
	Total Services	\$18,800.00	\$322.20	\$2,579.58	\$16,220.42	
Supplies						
5202	Equipment	500.00	170.00	170.00	330.00	34.00%
5299	Miscellaneous Supplies	500.00	42.50	42.50	457.50	8.50%
5201	Office Supplies	1,500.00	22.99	247.98	1,252.02	16.53%
5207	Postage	500.00	0.00	0.00	500.00	0.00%

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Dec 2022 Actual	Year-To-Date Oct 2022 Dec 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
5222	Signs	500.00	0.00	0.00	500.00	0.00%
Total Supplies		\$3,500.00	\$235.49	\$460.48	\$3,039.52	
Court Totals		\$103,666.21	\$8,937.37	\$23,320.95	\$80,345.26	
Health/Code Enforcement						
Contract Labor						
5112	Abatement	15,000.00	0.00	0.00	15,000.00	0.00%
5104	Animal Control	2,000.00	175.00	225.00	1,775.00	11.25%
5108	Legal Expenses	3,000.00	891.00	1,668.00	1,332.00	55.60%
5103	Septic Inspector	5,500.00	0.00	0.00	5,500.00	0.00%
Total Contract Labor		\$25,500.00	\$1,066.00	\$1,893.00	\$23,607.00	
Services						
5390	Cleanup Days	2,475.00	0.00	138.00	2,337.00	5.58%
5320	Equipment Rental	1,000.00	0.00	0.00	1,000.00	0.00%
5310	Software	1,400.00	0.00	0.00	1,400.00	0.00%
5322	Training/ Dues/ Memberships	1,760.00	0.00	0.00	1,760.00	0.00%
Total Services		\$6,635.00	\$0.00	\$138.00	\$6,497.00	
Supplies						
5299	Miscellaneous Supplies	0.00	0.00	106.95	(106.95)	0.00%
5222	Signs	0.00	0.00	121.98	(121.98)	0.00%
Total Supplies		\$0.00	\$0.00	\$228.93	(\$228.93)	
Health/Code Enforcement Totals		\$32,135.00	\$1,066.00	\$2,259.93	\$29,875.07	
Parks & Recreation						
Services						
5385	Building Repairs	500.00	0.00	0.00	500.00	0.00%
5320	Equipment Rental	4,000.00	0.00	0.00	4,000.00	0.00%
5355	Miscellaneous Expense	4,000.00	0.00	136.91	3,863.09	3.42%
5304	Special Events	10,500.00	1,322.25	5,014.56	5,485.44	47.76%
Total Services		\$19,000.00	\$1,322.25	\$5,151.47	\$13,848.53	
Supplies						
5202	Equipment	1,000.00	0.00	0.00	1,000.00	0.00%
5299	Miscellaneous Supplies	500.00	0.00	0.00	500.00	0.00%
5201	Office Supplies	500.00	166.97	166.97	333.03	33.39%
Total Supplies		\$2,000.00	\$166.97	\$166.97	\$1,833.03	
Parks & Recreation Totals		\$21,000.00	\$1,489.22	\$5,318.44	\$15,681.56	

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Dec 2022 Dec 2022 Actual	Year-To-Date Oct 2022 Dec 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Planning & Development						
City Projects						
5655	CDBG	0.00	87.50	87.50	(87.50)	0.00%
Total City Projects		\$0.00	\$87.50	\$87.50	(\$87.50)	
Contract Labor						
5105	Building Inspector	60,000.00	4,700.00	13,100.00	46,900.00	21.83%
5109	City Engineer	25,000.00	7,416.22	9,873.44	15,126.56	39.49%
5110	City Planner	40,000.00	6,743.18	10,810.06	29,189.94	27.03%
5108	Legal Expenses	5,000.00	0.00	0.00	5,000.00	0.00%
Total Contract Labor		\$130,000.00	\$18,859.40	\$33,783.50	\$96,216.50	
Services						
5350	Professional Services	15,700.00	0.00	0.00	15,700.00	0.00%
5310	Software	700.00	0.00	0.00	700.00	0.00%
Total Services		\$16,400.00	\$0.00	\$0.00	\$16,400.00	
Supplies						
5201	Office Supplies	1,500.00	0.00	466.84	1,033.16	31.12%
Total Supplies		\$1,500.00	\$0.00	\$466.84	\$1,033.16	
Planning & Development Totals		\$147,900.00	\$18,946.90	\$34,337.84	\$113,562.16	
Public Safety						
Capital Outlay						
6030	Buildings - Capital	17,270.00	3,748.92	14,111.13	3,158.87	81.71%
6060	Buildings - Extractor	10,450.00	0.00	0.00	10,450.00	0.00%
Total Capital Outlay		\$27,720.00	\$3,748.92	\$14,111.13	\$13,608.87	
City Projects						
5645	EMS Buildout	0.00	0.00	100.66	(100.66)	0.00%
Total City Projects		\$0.00	\$0.00	\$100.66	(\$100.66)	
Contract Labor						
5107	Contract Deputies	44,000.00	1,367.87	4,738.50	39,261.50	10.77%
5101	Contract Labor	37,400.00	2,950.00	9,350.00	28,050.00	25.00%
Total Contract Labor		\$81,400.00	\$4,317.87	\$14,088.50	\$67,311.50	
Services						
5385	Building Repairs	0.00	0.00	959.97	(959.97)	0.00%
5322	Training/ Dues/ Memberships	2,200.00	0.00	178.00	2,022.00	8.09%
Total Services		\$2,200.00	\$0.00	\$1,137.97	\$1,062.03	

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Dec 2022 Dec 2022 Actual	Year-To-Date Oct 2022 Dec 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Supplies						
5202	Equipment	0.00	0.00	200.95	(200.95)	0.00%
	Total Supplies	\$0.00	\$0.00	\$200.95	(\$200.95)	
	Public Safety Totals	\$111,320.00	\$8,066.79	\$29,639.21	\$81,680.79	
Public Works						
Capital Outlay						
6030	Buildings - Capital	35,000.00	0.00	0.00	35,000.00	0.00%
6020	Equipment - Capital	92,000.00	0.00	0.00	92,000.00	0.00%
6010	Vehicles - Capital	65,000.00	0.00	0.00	65,000.00	0.00%
	Total Capital Outlay	\$192,000.00	\$0.00	\$0.00	\$192,000.00	
City Projects						
5655	CDBG	0.00	7,500.00	9,483.38	(9,483.38)	0.00%
5635	CR 4717	0.00	22,624.90	22,624.90	(22,624.90)	0.00%
5630	TDLR	10,300.00	0.00	10,638.83	(338.83)	103.29%
	Total City Projects	\$10,300.00	\$30,124.90	\$42,747.11	(\$32,447.11)	
Contract Labor						
5105	Building Inspector	750.00	0.00	0.00	750.00	0.00%
5101	Contract Labor	15,000.00	0.00	0.00	15,000.00	0.00%
5102	Public Infrastructure	5,000.00	0.00	0.00	5,000.00	0.00%
	Total Contract Labor	\$20,750.00	\$0.00	\$0.00	\$20,750.00	
Salaries & Payroll						
5007	FICA - Payroll Taxes	8,103.19	0.00	0.00	8,103.19	0.00%
5006	Health Insurance	21,481.92	2,358.86	4,201.44	17,280.48	19.56%
5004	Longevity Pay	64.00	0.00	136.00	(72.00)	212.50%
5012	LTD, STD and Life	1,890.67	0.00	0.00	1,890.67	0.00%
5003	Overtime	5,000.00	70.96	1,657.58	3,342.42	33.15%
5001	Salaries	105,924.00	10,669.06	26,974.00	78,950.00	25.47%
5005	TMRS	6,757.95	818.33	2,284.72	4,473.23	33.81%
5010	Unemployment	3,177.72	0.00	0.00	3,177.72	0.00%
5008	Worker's Comp	640.00	0.00	3.89	636.11	0.61%
	Total Salaries & Payroll	\$153,039.45	\$13,917.21	\$35,257.63	\$117,781.82	
Services						
5385	Building Repairs	15,000.00	141.74	477.50	14,522.50	3.18%
5315	Electric / Trash	12,000.00	706.19	2,309.32	9,690.68	19.24%
5320	Equipment Rental	5,000.00	0.00	1,497.28	3,502.72	29.95%

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Dec 2022 Actual	Year-To-Date Oct 2022 Dec 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
5301	Fuel	8,000.00	942.82	2,471.31	5,528.69	30.89%
5335	Internet/Telephone	1,030.00	0.00	0.00	1,030.00	0.00%
5355	Miscellaneous Expense	1,500.00	8.90	4.49	1,495.51	0.30%
5395	Road Maintenance	50,000.00	653.50	3,217.44	46,782.56	6.43%
5345	Street Lights	11,940.00	471.09	1,436.61	10,503.39	12.03%
5303	Tolls	50.00	0.00	0.00	50.00	0.00%
5302	Tractor/ Truck Repairs	8,000.00	239.55	802.48	7,197.52	10.03%
5322	Training/ Dues/ Memberships	4,410.00	0.00	190.00	4,220.00	4.31%
	Total Services	\$116,930.00	\$3,163.79	\$12,406.43	\$104,523.57	
Supplies						
5202	Equipment	7,500.00	0.00	1,661.64	5,838.36	22.16%
5299	Miscellaneous Supplies	2,000.00	28.72	70.96	1,929.04	3.55%
5201	Office Supplies	3,000.00	19.97	59.97	2,940.03	2.00%
5207	Postage	500.00	0.00	0.00	500.00	0.00%
5222	Signs	8,000.00	2.48	13.24	7,986.76	0.17%
5203	Uniforms	3,500.00	0.00	20.98	3,479.02	0.60%
	Total Supplies	\$24,500.00	\$51.17	\$1,826.79	\$22,673.21	
	Public Works Totals	\$517,519.45	\$47,257.07	\$92,237.96	\$425,281.49	
Revenues						
City Projects						
5650	LED Lights	0.00	(3,014.59)	(3,014.59)	3,014.59	0.00%
	Total City Projects	\$0.00	(\$3,014.59)	(\$3,014.59)	\$3,014.59	
Services						
5322	Training/ Dues/ Memberships	0.00	0.00	(40.70)	40.70	0.00%
	Total Services	\$0.00	\$0.00	(\$40.70)	\$40.70	
	Revenues Totals	\$0.00	(\$3,014.59)	(\$3,055.29)	\$3,055.29	
	Total Expenses	\$1,517,048.36	\$156,980.85	\$352,912.70	\$1,164,135.66	
	Total Revenue Less Expenditures	\$264,341.69	\$111,378.84	\$103,970.60		
Transfers Out						
Parks & Recreation						
Transfer Expense						
9100	Transfers Out	142,973.00	0.00	0.00	142,973.00	0.00%
	Total Transfer Expense	\$142,973.00	\$0.00	\$0.00	\$142,973.00	
	Parks & Recreation Totals	\$142,973.00	\$0.00	\$0.00	\$142,973.00	

GENERAL FUND
Statement of Revenue and Expenditures

	Annual Budget Oct 2022 Sep 2023	Current Period Dec 2022 Dec 2022 Actual	Year-To-Date Oct 2022 Dec 2022 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Public Works					
Transfer Expense					
9100 Transfers Out	85,000.00	0.00	0.00	85,000.00	0.00%
Total Transfer Expense	\$85,000.00	\$0.00	\$0.00	\$85,000.00	
Public Works Totals	\$85,000.00	\$0.00	\$0.00	\$85,000.00	
Total Transfers Out	\$227,973.00	\$0.00	\$0.00	\$227,973.00	
Total Net Change in Fund Balance	\$36,368.69	\$111,378.84	\$103,970.60		

Fund Balances

Beginning Fund Balance	0.00	1,864,070.83	1,871,479.07	0.00%
Net Change in Fund Balance	36,368.69	111,378.84	103,970.60	0.00%
Ending Fund Balance	0.00	1,975,449.67	1,975,449.67	0.00%

First Quarter 2022-2023 Investment Report

Month		Beginning Balance	Contributions	Ending Balance	Interest	Withdrawals
October						
2022	TX Class Account Prime	\$1,188,029.41	\$0.00	\$1,191,291.39	\$3,261.98	\$0.00
	Transportation Impact Fee	\$132,363.12	\$0.00	\$132,726.56	\$363.44	\$0.00
	JF Judicial Fund	\$16.54	\$0.00	\$16.55	\$0.01	\$0.00
	Municipal Court Building Fund	\$5,310.75	\$0.00	\$5,325.33	\$14.58	\$0.00
	Truancy P&D Fund	\$1,386.50	\$0.00	\$1,390.30	\$3.80	\$0.00
	Municipal Court Tech Fund	\$6,659.37	\$0.00	\$6,677.68	\$18.31	\$0.00
	CIP Fund	\$120,199.07	\$0.00	\$120,529.11	\$330.04	\$0.00
	Total	\$1,453,964.76	\$0.00	\$1,457,956.92	\$3,992.16	\$0.00
November						
2022	TX Class Account Prime	\$1,191,291.39	\$154,000.00	\$1,349,438.15	\$4,146.76	\$0.00
	Transportation Impact Fee	\$132,726.56	\$0.00	\$133,147.67	\$421.11	\$0.00
	JF Judicial Fund	\$16.55	\$0.00	\$16.58	\$0.03	\$0.00
	Municipal Court Building Fund	\$5,325.33	\$0.00	\$5,342.23	\$16.90	\$0.00
	Truancy P&D Fund	\$1,390.30	\$0.00	\$1,394.71	\$4.41	\$0.00
	Municipal Court Tech Fund	\$6,677.68	\$0.00	\$6,698.86	\$21.18	\$0.00
	CIP Fund	\$120,529.11	\$0.00	\$120,911.53	\$382.42	\$0.00
	Total	\$1,457,956.92	\$154,000.00	\$1,616,949.73	\$4,992.81	\$0.00
December						
2022	TX Class Account Prime	\$1,349,438.15	\$0.00	\$1,354,394.32	\$4,956.17	\$0.00
	Transportation Impact Fee	\$133,147.67	\$16,972.74	\$150,615.72	\$4,985.31	\$0.00
	JF Judicial Fund	\$16.58	\$0.90	\$17.52	\$0.04	\$0.00
	Municipal Court Building Fund	\$5,342.23	\$44.10	\$5,405.95	\$19.62	\$0.00
	Truancy P&D Fund	\$1,394.71	\$45.00	\$1,444.85	\$5.14	\$0.00
	Municipal Court Tech Fund	\$6,698.86	\$36.00	\$6,759.47	\$24.61	\$0.00
	CIP Fund	\$120,911.53	\$0.00	\$121,355.61	\$444.08	\$0.00
	Total	\$1,616,949.73	\$17,098.74	\$1,639,993.44	\$5,944.97	\$0.00



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

January 16, 2023

Wise County Project Agreement for Public Improvements

DESCRIPTION:

Receive, consider, and act on a Resolution to approve a Project Agreement with Wise County, Texas for improvements to Graham Road, Wilson Court, Creasser Lane, Stewart Street and the City's Park parking lot.

BACKGROUND INFORMATION:

The City has been in communication with Wise County Commissioner Precinct 1, Biff Hayes, on the reconstruction of certain roads in the Chisholm Hills subdivision, the construction of the parking lot at the City Park, and the maintenance of an unimproved section of Graham Road. Commissioner Hayes is supportive of the City's request and has stated he would bring forward a Project Agreement to Wise County Commissioners Court, if approved by the City Council.

The scope of the Project Agreement (#1015) consists of the spreading of gravel on the unimproved section of Graham Road, approximately 1,332 linear feet long and 18 - 20 feet wide. The City will be supplying the gravel and the County will spread the gravel. This is needed to repair some erosion and other damage to the road until a permanent solution is decided for this section of the road.

The scope also includes the grinding of the old asphalt, applying base material, and laying asphalt to Wilson Court, Creasser Lane, a portion of Stewart Street by the new City Park, and the parking lot of the new park. On September 6, 2022, the City Council awarded a contract to JR West Texas Construction in the amount of \$426,991.50, for the drainage improvements to Wilson Court and Creasser Lane. This is part of a Texas Department of Agriculture (TDA), Texas Community Development Block Grant (TxCDBG) that was awarded to the City for the improvements to these two roads. It is anticipated that the drainage improvements will be completed by the spring so that the road will be ready for reconstruction by the County in early summer. Staff is also looking into the cost to reconstruct approximately 150 feet of Stewart Street that leads into the parking lot for the new city park. Except for the two handicap parking pads, the parking lot is not covered as part of the park construction project so staff is looking into the cost of getting the parking lot paved since the County will have their equipment at this location.

If the Project Agreement is approved by the City Council, then Commissioner Hayes will take the agreement before the Wise County Commissioners Court with his recommendation for approval.

Staff recommends approval of the resolution.

FINANCIAL CONSIDERATION:

The City will be responsible for all material costs for these projects. We currently have funds in the Public Works Street Maintenance budget, and we have funds available in the Fund Balance that can be transferred to the Capital Improvements Project Special Revenue Fund.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** on a Resolution to approve a Project Agreement with Wise County, Texas for improvements to Graham Road, Wilson Court, Creasser Lane, Stewart Street and the City's Park parking lot.

ATTACHMENT(S):

1. Wise County Project Agreement #1015
2. Resolution 202301-03-110

APPROVAL OF PROJECT AGREEMENT

DATE: 12/20/2022

PROJECT AGREEMENT NUMBER: 1015

Approval of a Project Agreement between Wise County, Texas ("the County") and the City of New Fairview ("Governmental Entity") for Graham Rd, Chisholm Hills subdivision, Wilson Ct, Creasser Ln, Stewart Street and the City Park Parking lot Public Improvement Project, (hereinafter the "Project") Located entirely within the Governmental Entity and Wise County Precinct No 1.

BACKGROUND

WHEREAS, the Project is solely for the full benefit of the Public, said County and Governmental Entity, hereby wish to enter into a Project Agreement in which the County agrees to provide maintenance and/or perform surface road repairs, or other public improvements on the following roads or surface area as described: spread gravel on Graham Rd, grind old streets, apply base and lay asphalt.

It is expressly agreed by the parties that the Project is to be performed entirely within the Municipal/District limits of the Governmental Entity located within Wise County Precinct No 1 .

OPERATIONS AND MAINTENANCE

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

LEGAL INFORMATION

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

FINANCIAL IMPACT

The Governmental Entity will pay for all materials directly to vendors from its current revenues.

County Judge

Date

APPROVED BY COMMISSIONERS COURT

THIS _____ DAY OF _____, 2023

Governmental Entity

Print

Date

CITY OF NEW FAIRVIEW

DATE 12/20/2022

PROJECT AGREEMENT# 1015

The Order:

Pursuant to existing Interlocal Agreement and in accordance with Government Code Section 791,
action taken on Project Number 1015 between **Wise County** and the City of New Fairview • Graham Rd.
Chisholm Hills subdivision, Wilson Ct, Creasser Ln, Stewart St and the City Park parking lot
said project status is ordered as follows: spread gravel, grind streets, apply base and lay asphalt

<u>Motion by</u>		<u>Seconded by</u>	
<u>Mayor</u>	Yes _____	<u>Mayor ProTern</u>	Yes _____
<u>Print</u>	Abstain _____	<u>Print</u>	Abstain _____
	No _____		No _____
<u>Sign</u>	Absent _____	<u>Sign</u>	Absent _____
<u>Council Place 1</u>	Yes _____	<u>Council Place 2</u>	Yes _____
<u>Print</u>	Abstain _____	<u>Print</u>	Abstain _____
	No _____		No _____
<u>Sign</u>	Absent _____	<u>Sign</u>	Absent _____
<u>Council Place 3</u>	Yes _____	<u>Council Place 4</u>	Yes _____
<u>Print</u>	Abstain _____	<u>Print</u>	Abstain _____
	No _____		No _____
<u>Sign</u>	Absent _____	<u>Sign</u>	Absent _____
<u>Council Place 5</u>	Yes _____	<u>Council Place 6</u>	Yes _____
<u>Print</u>	Abstain _____	<u>Print</u>	Abstain _____
	No _____		No _____
<u>Sign</u>	Absent _____	<u>Sign</u>	Absent _____

Motion Carried _____

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

BY ORDER OF THE CITY COUNCIL:

Title _____

Sign _____

Print _____

Date _____



**RESOLUTION
202301-03-110**

RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS, APPROVING A PROJECT AGREEMENT WITH WISE COUNTY, TEXAS, FOR A PUBLIC IMPROVEMENTS PROJECT FOR GRAHAM ROAD, WILSON COURT, CREASSER LANE, STEWART STREET, AND THE CITY PARK PARKING LOT.

WHEREAS, the City of New Fairview, Texas is a Type A general-law municipality located in Wise and Denton Counties, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code; and

WHEREAS, the City Council of New Fairview, Texas seeks to enter into a Public Improvement Agreement with Wise County, Texas for surface road repairs, grinding old streets, applying base, laying asphalt, or making other public improvements to Graham Road, Wilson Court, Creasser Lane, Stewart Street and the City Park parking lot; and

WHEREAS, the City of New Fairview, Texas is authorized to enter into this Agreement with Wise County under Chapter 791 of the Texas Local Government Code; and

WHEREAS, the Public Improvement Agreement provides that the County will furnish the labor and equipment to perform the Project, and the City will pay for all the materials directly to the vendors from current revenues, as required by Section 791.011 (d), Texas Local Government Code; and

WHEREAS, the City Council finds it is in the public interest to complete this Public Improvement Project within the City.

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

SECTION 1. The City of New Fairview, Texas approves entering into this Project Agreement (#1015) with Wise County, Texas for the above-mentioned Public Improvement Project.

SECTION 2. The City Administrator is hereby authorized to execute this Project Agreement and approve all material expenses associated with these public improvement projects.

SECTION 3. This Resolution shall be effective immediately upon approval.

PRESENTED AND PASSED on the 16th day of January 2023, at a Regular meeting of the New Fairview City Council.

APPROVED:

ATTESTED:

John Taylor, Mayor

Brooke Boller, City Secretary



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

January 16, 2023

Costs for the Improvement of County Road 4717

DESCRIPTION:

Receive, consider, and act on a Resolution amending Resolution 202207-02-206 and authorizing an increase to the Not-to-Exceed cost for the improvement of County Road 4717.

BACKGROUND INFORMATION:

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

The City had spent \$68,286 for materials on this Improvement Project, when it was notified by Wise County that an additional amount of \$48,200 for the layer of chip seal was needed. They also recommended an overlay of the road for an estimated cost of \$32,000. The project not only needed the chip seal, but the proposed cost for the materials would exceed the authorized amount for this project. On July 18, 2022, the Council approved a Resolution (202207-02-206), increasing the not-to-exceed amount for this project from \$100,000.00 to \$123,000.00. The project moved forward, and the road was completed by the County in August 2022.

Thereafter, the City continued to receive vendor invoices for the completed Improvement Project. In December 2022, City staff met with County staff to discuss and review these invoices from Martin Marietta Materials, and Rooker Asphalt. The County staff informed us that they had miscalculated the amount of materials needed, specifically the half-inch rock chip seal needed was more than 400 tons, rather than the 200 tons estimated by Wise County. Also, the County's price per gallon for the MC-30 tack oil had gone up from \$3.20 per gallon to over \$4.00 per gallon, because the County's new contract price went into effect just prior to the project. There was also a \$1,500 transportation fee that we were charged because a full truck load was not needed for this project.

Staff is requesting an increase for this project of the not-to-exceed amount from \$123,000 to \$128,247.30 for the improvement of County Road 4717. This will cover the overage from the County's

miscalculations, and we can close out this project. We do have funds to cover the \$5,247.30 overage in the Public Works Road Maintenance budget.

Staff recommends approval of the resolution.

FINANCIAL CONSIDERATION:

County Road 4717 Expenses	
Vendor	Amount
Texas Erosion Supply	\$1,791.45
Texas Erosion Supply	\$8.55
Texas Erosion Supply	\$3,578.42
Burnco	\$752.91
Burnco	\$5,128.29
Burnco	\$5,259.70
Burnco	\$4,692.76
Burnco	\$3,568.00
Burnco	\$3,921.93
Burnco	\$5,478.16
Burnco	\$18,685.57
Lowery Metals	<u>\$15,420.84</u>
Martin Marietta Materials	<u>\$7,891.80</u>
Rooker Asphalt	<u>\$14,856.53</u>
Rooker Asphalt	<u>\$14,587.49</u>
Martin Marietta Materials	<u>\$5,274.90</u>
Rooker Asphalt	<u>\$17,350.00</u>
TOTAL	\$128,247.30

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution amending Resolution 202207-02-206 by increasing the not-to-exceed amount from \$123,000 to \$128,247.30 for the improvement of County Road 4717.

ATTACHMENT(S):

1. Resolution 202207-02-206
2. Wise County Chip Seal Estimate
3. Resolution 202301-04-111



**RESOLUTION
202207-02-206**

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

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

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

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

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

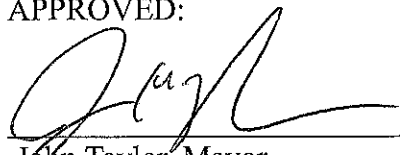
WHEREAS, the City Council finds it is in the public interest to complete the road project within the City.

NOW, THEREFORE, BE IT RESOLVED:

That the City Council's June 21, 2021, Resolution No. 202106-03-175 is hereby amended by increasing the not-to-exceed amount from \$100,000.00 to \$123,000.00.

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

APPROVED:

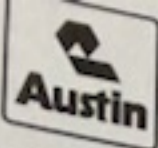


John Taylor, Mayor

ATTESTED:



Brooke Boller, City Secretary



4717 First
Lay

Martin Marieta

Chip Seal Type B Grade 4

1/2 in rock 200 Tons

2 miles \$30.00 Ton \$6,000

Rooker Asphalt 214-3411-5209

AC-10 \$2.45 gal

2 miles 12000 gal \$29,400

MC-30 \$3.20 gal

2 miles 4000 gal \$12,800

\$48200.00



**RESOLUTION
202301-04-111**

RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS. AMENDING RESOLUTION 202207-02-206 AND 202106-03-175, BY AUTHORIZING AN INCREASE NOT TO EXCEED ALLOWANCE FOR THE IMPROVEMENT TO COUNTY ROAD 4717

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

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

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

WHEREAS, On July 18, 2022, the City Council passed a Resolution (202207-02-206) increasing the not-to-exceed amount for this project from \$100,000.00 to \$123,000.00, due to shortages in the supply chain resulting in cost increase for materials; and

WHEREAS, due to the County’s miscalculation of the underlying estimated amount of materials needed for the project, the total amount needed to complete this road project will exceed the monetary allowance previously approved by the Council; and

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

NOW, THEREFORE, BE IT RESOLVED:

That the City Council’s July 18, 2022, Resolution No. 202207-02-206, and June 21, 2021, Resolution No. 202106-03-175 are hereby amended by increasing the not-to-exceed amount from \$123,000.00 to \$128,247.30.

PRESENTED AND PASSED on the 16th day of January, 2023, at a Regular meeting of the New Fairview City Council.

APPROVED:

ATTESTED:

John Taylor, Mayor

Brooke Boller, City Secretary



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr., City Administrator

January 16, 2023

City Purchasing Policy

DESCRIPTION:

Receive, consider, and act on an Ordinance repealing Ordinance 2020-13-208, and a Resolution adopting the City of New Fairview Purchasing Policy.

BACKGROUND INFORMATION:

The City Council adopted a Procurement Policy for the City on May 18, 2020 (Ordinance 2020-13-208). The purpose of the Procurement Policy is to provide the City with the requisite parameters for purchasing goods and services under applicable state statutes. It is the policy of the City to conduct procurement functions efficiently, effectively, and in full compliance with all federal and state laws and administration policy and procedures. The City Council's authority to contract for all goods and services and make all sales is delegated to the City Administrator as set forth in this Procurement Policy.

Unfortunately, the existing Policy contains conflicting language and contains positions within it that do not exist for the City. For example, Under Section 2, "Delegated Authority", the City Administrator is authorized to procure and authorize items budgeted and less than \$50,000. However, in Section 9, "Contracts", all non-standard contracts greater than \$10,000 must be reviewed not only by the City Attorney but City Council approval. This required the \$14,040 office printer lease contract, to be paid out over 60 months (\$2,808 annually), and to be brought to a City Council meeting. This can lead to inefficient use of staff time in preparing council agenda items for low dollar purchases that should be done administratively, when approved in the budget.

Staff obtained the procurement policies from some neighboring cities to compare to our existing policy. Staff worked with the City Attorney in preparing a draft Purchasing Policy (attached) that is simpler and more readily meets the city's needs.

A Work Session discussion was held at the January 3, 2023, council meeting regarding the City Procurement Policy and staff was directed to bring back a Resolution to adopt the draft Purchasing Policy. Because the existing Procurement Policy was adopted by Ordinance, Council

must first repeal Ordinance 2020-13-208. These types of policies are best adopted by resolution, rather than by ordinance.

FINANCIAL CONSIDERATION:

None.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** an Ordinance repealing Ordinance 2020-13-208, and a Resolution adopting the City of New Fairview Purchasing Policy.

ATTACHMENT(S):

1. Ordinance 2020-13-208
2. Repealing Ordinance 202301-01-102
3. Resolution 202301-05-112
4. Exhibit A - Purchasing Policy



City of New Fairview, Texas
Ordinance No 2020-13-208

**AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TX ADOPTING A
PROCUREMENT POLICY**

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

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

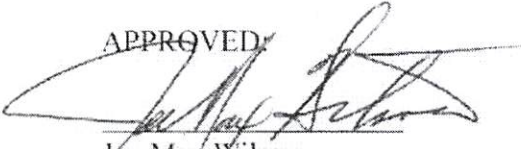
WHEREAS, the City desires to be in compliance with Texas State Law for purchasing goods
and services and receive the best value for taxpayers; and

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

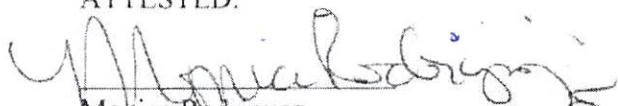
1. The City Council of New Fairview has reviewed the procurement policy and determines it to be acceptable; and
2. That this Ordinance shall cause the procurement policy to take effect immediately upon its approval.

PRESENTED AND PASSED on this **18th day of May**, at a meeting of the New Fairview City Council.

APPROVED:


Joe Max Wilson
Mayor

ATTESTED:


Monica Rodriguez
City Secretary



**City of New Fairview, Texas
Ordinance No. 202301-01-102**

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS, REPEALING ORDINANCE NO. 2020-13-208; PROVIDING FOR REPEALING; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the City of New Fairview, Texas ("City") desires for all of its citizens to have confidence in the integrity, transparency and efficiency of the City staff and officials in contracting for governmental goods and services; and

WHEREAS, the City Council of the City of New Fairview ("City Council") previously adopted Ordinance No. 2020-13-208 to establish a Procurement Policy; and

WHEREAS, the City Council has investigated and determined that the Procurement Policy adopted by Ordinance No. 2020-13-208 could benefit from revision; and

WHEREAS, since the City Council enacted Ordinance No. 2020-13-208, they investigated and determined that it would prefer to modify, amend and otherwise replace the existing Procurement Policy via resolution, rather than by ordinance.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Ordinance No. 2020-13-208 Repealed. City of New Fairview Ordinance No. 2020-13-208 is hereby repealed in its entirety. The effective date of the repeal of Ordinance No. 00-01-11 discussed in this Section is immediate and effective on the approval of this repealing ordinance. Such repeal shall not adversely affect any previous procurement, or impair any contract transacted or entered into before the effective date of this Ordinance, except as it may pertain the manner of its subsequent renewal, amendment, revision or extension.

PASSED AND APPROVED by the City of NEW FAIRVIEW, Texas, on this the 16th day of January 2023

APPROVED:

ATTESTED:

JOHN R. TAYLOR
Mayor

BROOKE BOLLER
City Secretary



**RESOLUTION
202301-05-112**

RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS, APPROVING A CITY PURCHASING POLICY.

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

WHEREAS, the City desires to be in compliance with Texas State Laws for purchasing goods and services and receive the best value for taxpayers; and

WHEREAS, the City Council wishes to implement a Purchasing Policy containing guidelines for purchase authorization and expenditures; and

WHEREAS, the City Council finds that it is necessary and proper for good governance and order of the organization to establish a Purchasing Policy for the City.

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

SECTION 1. The Purchasing Policy of the City of New Fairview, attached hereto as “Exhibit A”, is hereby adopted to help maintain financial disciplines, consistency, and stability.

SECTION 2. This Resolution shall be effective immediately upon passage and approval.

PRESENTED AND PASSED on the 16th day of January 2023, at a Regular meeting of the New Fairview City Council.

APPROVED:

ATTESTED:

John Taylor, Mayor

Brooke Boller, City Secretary



**CITY OF NEW FAIRVIEW
PURCHASING POLICY**

Adopted by Resolution 202301-05-112, on January 16, 2023

1. **PURPOSE**

- a. The purpose of this Policy shall be to establish guidelines for procurement of supplies, materials and services for the City of New Fairview (the City).
- b. This Policy shall also establish the internal control procedures that all vendors and City personnel are to follow. Internal control is required to assist in the prevention of any unauthorized purchases by the City, and any evidence of collusion by vendors.
- c. This Policy shall further establish guidelines to provide the citizens and taxpayers of the City with assurance that the best use of the available resources of the City are being realized. Further, this Policy is intended to promote competition among bidders and vendors interested in providing products or services to the City.
- d. The statutory authority for this Policy shall be the Local Government Code, Section 252, subsequent amendments, and other Texas state statutes and United States Code of Federal Regulation 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards , as may be required for certain federally funded grants.

2. **THE PURCHASING FUNCTION**

- a. The basic function of a purchasing system is to support and enhance the delivery of City services, encouraging competitive and open procurement.
- b. The optimum performance of this function requires that the purchasing system continually provide City departments with the proper quality as well as quantity of requested goods and services, within an acceptable time frame, at the lowest cost or best value to the City.

3. **PURCHASING POLICY**

The following Purchasing Policy is hereby established.

- a. Purchases not subject to competitive bidding:
Purchases less than \$50,000 are not subject to the statutory competitive bid process (see below, Purchases subject to competitive bidding).
 - i. Purchases less than \$3,000 require approval by the City Administrator or City Department Director or designee. They do not require competitive price quotations or an authorized requisition and purchase order.
 1. Invoice payment requests less than \$3,000 should be signed, coded (with a general ledger account number), and turned into the City Secretary for payment.
 2. If the vendor is not currently active with the City, provide them with a vendor packet to be completed and submitted to the Finance

Department. Payment cannot be remitted until vendor packet is received.

- ii. Purchases \$3,000 and above require:
 - 1. Compliance with the States Historically Underutilized Business (HUB) requirement and/ or,
 - 2. Three written quotes from vendors,
 - 3. Completed and authorized Requisition Form or approved, written request from a City Department.
 - 4. If the successful vendor is not currently active with the City, provide them with a vendor packet to be completed and submitted to the Finance Department.
 - 5. The City Secretary will issue a Purchase Order after receiving:
 - a. An electronic Purchase Order request authorized by the Department Director,
 - b. Supporting written quotes including compliance with the States HUB requirements,
 - c. Vendor packet (if not a current vendor).
 - iii. Requisitions for purchases of goods or services in excess of \$10,000 also require City Administrator approval. If funds have not been specifically budgeted in the current budget year, then they must be expressly authorized and approved by separate action of the City Council.
 - iv. Requisitions for purchases of goods or services in excess of \$25,000 require City Council approval.
- b. Purchases subject to competitive bidding.
- i. Purchases in excess of \$50,000 shall be competitively bid and awarded by the City Council.
 - ii. Sequential or component purchases exceeding \$50,000 during any fiscal year period shall be deemed must meet the competitive bidding requirements of this Policy.
- c. Procurement of Professional Services. Contracts for professional services shall comply with the Professional Services Procurement Act, Government Code, Section 2254. The following guidelines shall apply to procurement of professional services.
- i. Professional services may not be awarded on the basis of competitive bidding.
 - ii. Professional services must be awarded on the basis of demonstrated

competence and qualifications.

- iii. The City Administrator may authorize and approve professional services less than \$25,000 during a fiscal year period, without specified City Council approval, provided available funds are budgeted therefore.
- iv. The City Council shall authorize any professional service contract which will exceed \$25,000 during a fiscal year period, on the basis of the above criteria.
- d. Cooperative Purchasing. Whenever it is determined to be advantageous to the City, cooperative purchasing with other local governmental agencies may be used. Requester must provide contract number. Such cooperative agreements shall be approved by all governing bodies for each local agency participating in any purchasing cooperative. The provisions of the Local Government Code (Subchapter D, Sections 271.081 through 271.083) shall apply.
- e. Exceptions to Policy. Emergency procurements, professional services, purchases of land, items available from only one source, etc. are exceptions to the competitive bidding requirements for purchases and shall comply with Local Government Code, Section 252.022.
- f. Authorization and Approval of Change Orders. Authorization and approval of change orders shall follow the same dollar limitations and requirements as provided above in Section 3(a) and (b). The City Council hereby grants the City Administrator authority to execute any and all change orders which involve a decrease or an increase of up to \$25,000 or 25% of the original contract, provided the total contract expenditures remain within the budgeted amount.
- g. Vendor Packets. Vendor packets are a crucial part of the accounts payable system. They allow for fraud prevention by providing vendor contact information that allows for the authentication of vendor file changes. All active vendors must have a complete vendor packet containing: the vendor management page, a signed W-9, and a completed conflict of interest disclosure questionnaire. Vendor Packets will be updated annually for all vendors.

4. FEDERALLY FUNDED GRANT PROGRAMS

- a. To the extent that any federally funded grant program requires the same, the City agrees to adhere to 2 CFR, Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, a copy of which may be found at <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200> and which is incorporated for all purposes



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

January 16, 2023

Professional Service Agreement with MWH Group

DESCRIPTION:

Receive, consider, and act on a Resolution authorizing the City Administrator to execute a Professional Services Agreement with MWH Group, PC to conduct the annual audit for the fiscal year ending on September 30, 2021.

BACKGROUND INFORMATION:

On October 18, 2021, the Council approved a professional services agreement with William C Spore, PC and MWH Group, PC to conduct the annual audit for the fiscal year ending on September 30, 2021 (Resolution 202110-01-188). The agreement maintained that Mr. Spore would prepare the balance sheet schedules and would then provide them to MWH Group to conduct the audit.

In prior years, the City Auditor was allowed to prepare and then audit the balance sheet schedules but changes to the governmental auditing standards require that if the auditor prepares the schedules and then audits them himself the auditor is required to submit his work papers to a third-party review prior to issuance of the audit report. Since Mr. Spore was a single member accounting firm, he recommended contracting with MWH Group to conduct the audit. The cost for preparing the balance sheet schedules for the FY 2021 annual audit is \$500 for Mr. Spore since he had already been contracted by the City to do a deep dive audit of the fiscal year. The MWH Group will conduct the FY 2021 audit for \$2,500.

Unfortunately, the FY 2021 annual audit is still not completed. Staff has tried multiple times to make contact with Mr. Spore via telephone and email and have received no response back. Staff was able to make contact with Ms. Valerie Halverson, CPA, with the MWH Group and she informed us they had heard from Mr. Spore but were still waiting on the balance sheet schedules for our City. He was also overdue in getting balance sheet schedules to them for other cities he is working on as well.

The City has tried numerous times to get in contact with Mr. Spore, but he is not replying. As a result, staff asked MWH Group to submit a proposal to conduct the annual audit for the fiscal year ending on September 30, 2021. They will perform all the functions and reviews needed to conduct this annual audit, and Mr. Spore will not have any role in the audit.

Staff recommends approval of the resolution.

FINANCIAL CONSIDERATION:

The MWH Group fee for this service will be at their standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that they agree that their gross fee, including expenses, will be \$7,500 - \$11,500.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** the Resolution authorizing the City Administrator to execute a Professional Services Agreement with MHW Group, PC in final form as approved by the City Attorney, to conduct the annual audit for the fiscal year ending on September 30, 2021.

ATTACHMENT(S):

1. MWH Group Engagement Letter
2. Resolution 202301-06-113



MWH GROUP
CERTIFIED PUBLIC ACCOUNTANTS
CONSULTANTS

January 11, 2023

John Cabrales, Jr., City Administrator
City of New Fairview
999 Illinois Lane
New Fairview, TX 76078

We are pleased to confirm our understanding of the services we are to provide City of New Fairview, Texas for the year ended September 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of City of New Fairview, Texas as of and for the year ended September 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of New Fairview's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of New Fairview's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule
- 3) Schedule of Changes in Pension Liability and Related Ratios
- 4) Schedule of Pension Contributions
- 5) Schedule of Changes in Total OPEB Liability and Related Ratios

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of City of New Fairview, Texas and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of City of New Fairview, Texas' financial statements. Our report will be addressed to the City Council of City of New Fairview, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with

which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of New Fairview, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to

management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of New Fairview's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of City of New Fairview's in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary

information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of MWH Group, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of MWH Group, P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Valerie Halverson, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$7,500 - \$11,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies,

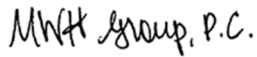
City of New Fairview, Texas
January 11, 2023

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work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and third-party consultant and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to City of New Fairview, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



MWH Group, P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of New Fairview, Texas:

Signature: _____

Title: _____

Date: _____



**CITY OF NEW FAIRVIEW, TEXAS
RESOLUTION 202301-06-113**

A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS, APPROVING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MWH GROUP, PC, TO CONDUCT THE ANNUAL AUDIT FOR THE FISCAL YEAR ENDING ON SEPTEMBER 30, 2021; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fairview is an incorporated city in the State of Texas and a General Law city as classified by the Texas Municipal Code; and

WHEREAS, Section 103.001 of the Local Government Code requires a municipality to have its records and accounts audited annually and prepare an annual financial statement based upon the audit; and

WHEREAS, Section 103.002 of the Local Government Code requires that a municipality shall employ at its own expense a certified public accountant who is licensed in this state or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy to conduct an annual audit and prepare the financial statement; and

WHEREAS, the City of New Fairview desires to enter into an agreement with MWH Group for a not to exceed amount of \$11,500.00, to audit the City's financials and prepare an annual audit report.

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

SECTION 1. That engagement letter for audit services, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

SECTION 2. That the City Administrator is hereby authorized to execute and the City Secretary to attest, as needed, an engagement letter for audit services for the fiscal year ending September 30, 2021.

SECTION 3: This Resolution shall take effect immediately upon its passage, as provided by law.

PRESENTED AND PASSED on this 16th day of January 2023, at a regular meeting of the New Fairview City Council.

JOHN TAYLOR, Mayor

ATTEST:

BROOKE BOLLER, City Secretary