



**City of New Fairview
City Council
Regular Meeting
999 Illinois Lane
Monday, February 6, 2023, at 7:00 pm**

WORK SESSION

1. **Call to Order and Determination of Quorum**
2. **Receive a report and hold a discussion regarding the ‘Unite Us’ program.**
3. **Receive a report and hold a discussion regarding the city’s roads including needed reconstruction and maintenance.**
4. **Receive a report and hold a discussion regarding the City becoming a Municipal Court of Record.**
5. **Receive a report and hold a discussion regarding a City Social Media Policy.**
6. **Receive a report and hold a discussion regarding City Legislative Priorities.**
7. **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

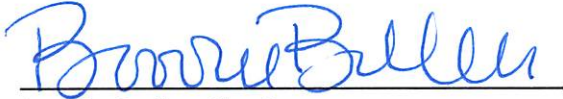
of business and to provide all citizens the opportunity to speak, there is a three-minute limitation on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.

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 16, 2023.**
7. **New Business:** All matters listed in New Business will be discussed and considered separately.
 - A. **Receive a report and hold a discussion regarding plan review and building inspection services.**
 - B. **Receive, consider, and act on amending the Chapter 3, "Animal Control" of the Code of Ordinances.**
 - C. **Receive, consider, and act on an Ordinance creating a Parks and Recreation Board and Keep New Fairview Beautiful Committee, and park rules and regulations.**
 - D. **Discuss, consider, and act on an Ordinance ordering 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.**
 - E. **Receive, consider, and act on Resolution authorizing the submission of a 2023/2024 Texas Community Block Grant (CDBG) program application and adopting required CDBG Civil Rights policies.**
 - F. **Receive, consider, and act on a Resolution to designate authorized signatories for the Texas Community Development Block Grant program.**
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 3rd day of February, 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

February 6, 2023

Unite Us Platform

DESCRIPTION:

Receive a report and hold a discussion regarding the “Unite Us” Platform.

BACKGROUND INFORMATION:

Healthy Wise County was established in 2018 to address community needs. Wise’s current committees include individuals and organizations from many different sectors of the community, including government. Wise Health System (WHS) has been looking to create an efficient system of social care within the community. Clinical referrals follow robust standards of care, so why shouldn’t social care referrals be held to high standards?

The Wise Health System wants to leverage technology by adopting the Unite Us Platform. The Unite Us Platform uses technology, coupled with local experts, to change the traditional care-delivery model to one that holds providers accountable and goes beyond the referral. The Unite Us platform is intended to serve as a coordinated, cloud-based network that connects health care and human services organizations with a shared technology platform that allows providers to electronically connect those with identified needs (“Clients”) to community resources and allow for a feedback loop on the outcome of such connections. The Unite Us platform will act as a repository to allow data sharing and the sending and receiving of electronic referrals to securely share Client information and track outcomes.

The Wise Health System wants to partner with the County and cities to share a common goal of coordinating electronic referrals and case management tasks between health and social service organizations on a cloud-based, common platform (“Unite Us Platform” as described above). Wise Health System (WHS) entered into an agreement with Unite USA Inc. on or about November 14, 2022 to obtain a limited number of licenses for use of proprietary software to coordinate electronic referrals and case management tasks with other health and social service organizations on the Unite Us Platform. WHS has agreed to fund the network implementation, which includes single sign-on (“SSO”) and industry-standard authentication and authorization method of Security Assertions Markup Language (“SAML”), which will allow the Participant to collaborate and transfer specific data either intra-organizationally or across a network of participants hosted by Unite Us (“Network”). Once

installation is completed, WHS will fund operations and maintenance of the Network for a period of three (3) years from the date of completion.

Wise County has committed \$5,000 to help cover the upfront cost of launching this program and will pay \$5,000 annually. United Way Wise County has committed to pay \$5,000 annually and Wise Health Foundation and WHS have also committed \$2,500 each towards this effort. WHS is asking cities to share in the cost and expense of maintaining the licenses for Unite Us Platform, once installed, for a period of three (3) years. Specifically, they are asking for a commitment of \$500 each year for three years through a Memorandum of Understanding (MOU). The Cities of Decatur and Bridgeport have already signed a Memorandum of Understanding with Wise Health System.

Staff plans to enter into a Memorandum of Understanding with Wise Health System, unless directed otherwise by the City Council.

FINANCIAL CONSIDERATION:

The Memorandum of Understanding is for \$500 per year for a period of three (3) years, and may be terminated at any time, but the City will forfeit any Annual Network Fees paid to WHS.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. WHS Presentation
2. Unite Us At a Glance
3. The Accountable Health Communities Health-Related Social Needs Screening Tool
4. Memorandum of Understanding with Wise Health System



Community Health Updates And Wise Health System Advocacy

*Transformed and improved lives through better
health and extraordinary outcomes.*



Pop-Facts® Demographics | Population & Race



Trade Area: Wise County, TX

POPULATION

72,545

HOUSEHOLDS

25,983

ETHNICITY



21.1%

Index: 52

Hispanic/Latino

HISPANIC ORIGIN*



89.7%

Index: 108

Mexican

HOME LANGUAGE*

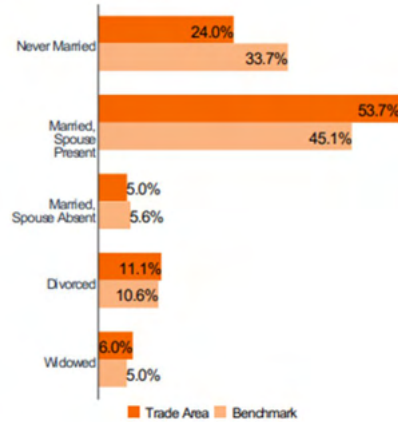


83.9%

Index: 130

Only English

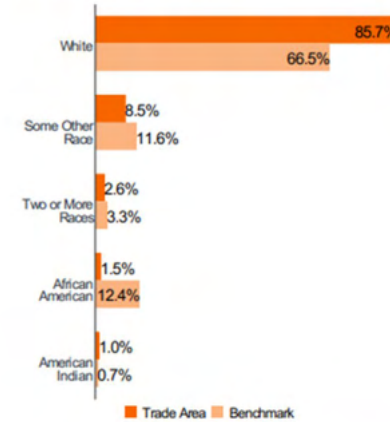
MARITAL STATUS



POPULATION BY AGE

Age	Count	%	Index
0 - 4	4,564	6.3	92
5 - 9	4,739	6.5	94
10 - 14	5,093	7.0	99
15 - 17	3,137	4.3	99
18 - 20	2,766	3.8	88
21 - 24	3,501	4.8	86
25 - 34	8,496	11.7	84
35 - 44	9,031	12.4	92
45 - 54	9,132	12.6	103
55 - 64	10,163	14.0	125
65 - 74	7,314	10.1	121
75 - 84	3,586	4.9	122
85+	1,023	1.4	100

POPULATION BY RACE**



Benchmark: Texas

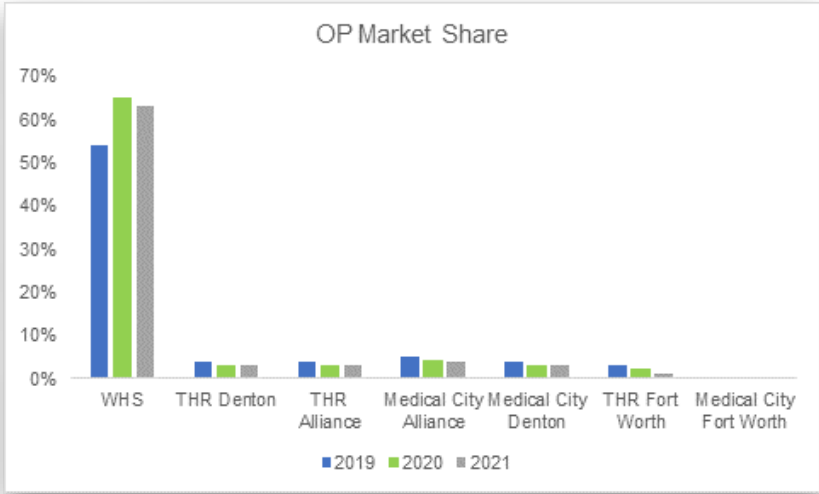
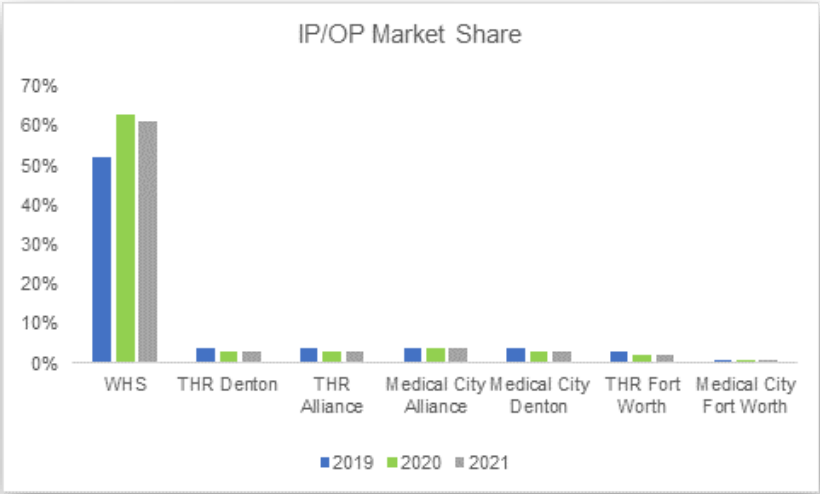
*Top variable chosen from percent composition ranking
 **Top 5 variables chosen from percent composition ranking

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<https://claritas.easpotlight.com/Spotlight/About/3/2022>

Index Colors:	<80	80 - 110	110+



WHS Market Share Remains Strong



The Wise community wants to obtain needed services and care close to home.



The Wise Community

- 10% of Wise County lives in poverty
- 21% of adults are uninsured
- 45% of adults are obese
- Average number of mentally unhealthy days reported in past 30 days -4.4
- 14% of households with at least 1 of 4 housing problems: overcrowding, high housing costs, lack of kitchen facilities, or lack of plumbing facilities.



Healthy Wise County was established In 2018 to address community needs identified in the CHNA



- ECCHO - *Executive Committee for Community Health Objectives (previously Wise County Health Forum)*
- Mental Health and Substance Abuse Committee
- Community Resource Committee
- Healthy Living Committee



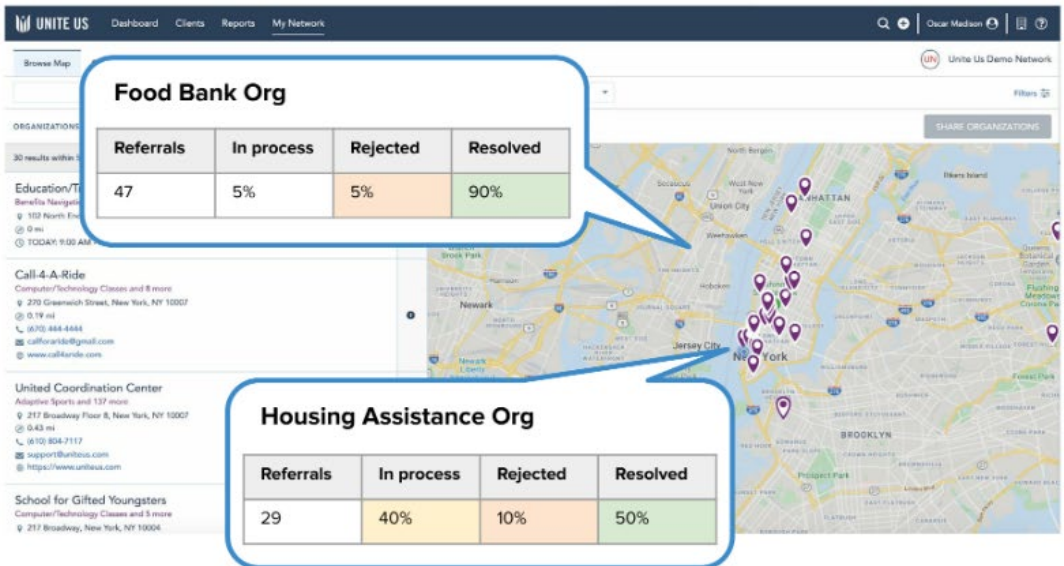


Wise's current committees include individuals and organizations from many different sectors of the community...



Developers Businesses Education Government
Philanthropists Healthcare Providers Public Health
Insurance Non-profits

Why not create an efficient system of social-care within the community?



Clinical referrals follow robust standards of care.

Why shouldn't social care referrals be held to higher standards?



Watch The Unite Us Video <https://vimeo.com/517318736>

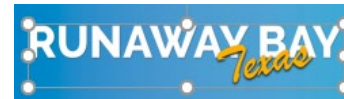
Advocacy Council – Reformat Program

- Population and Economic Growth
- Community Partner Expansion
- Competition
- Expand formal support and engagement with County and Cities
- Community Health Collaboration with Marketing and Foundation
- **Leverage technology... adopt the Unite Us virtual platform**





UNITE US



It's a group effort...

Our Ask – Let's Share The Responsibility

Wise County - \$5000 (upfront cost) and \$5000 annually

United Way Wise County - \$5000 annually

Wise Health Foundation/ WHS - \$2500 each

Cities/Municipalities - \$500 each

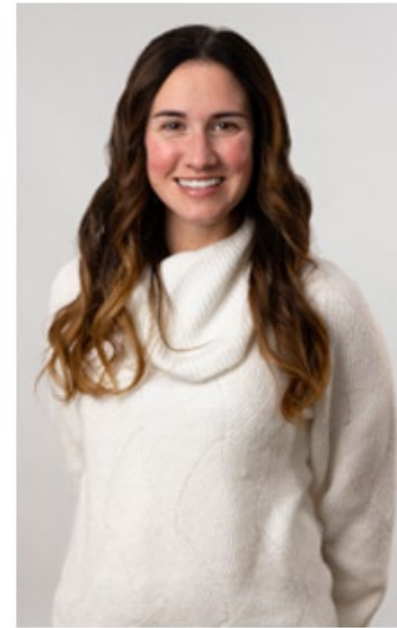




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People don't live in hospitals—they live in communities. Our intuitive and seamless technology, coupled with our experts working locally, is changing the traditional care-delivery model to one that holds providers accountable and goes beyond the referral.

Over **2.6 Million** Lives Impacted So Far



Why Work with Us?

> **A Clear Mission**

We connect health and social care.

> **Roots in the Community**

Dan Brillman and Taylor Justice founded Unite Us in 2013 to serve veterans, and Unite Us has since grown into a national movement in communities in over 46 states to connect **everyone to the care they need**.

> **A Focus on Outcomes**

Our end-to-end solution tracks actual service delivery outcomes—100% of the time. From identifying and predicting needs to enrolling individuals in services, Unite Us provides the meaningful insights needed to improve health outcomes and enable scalable funding to improve social care across communities.

> **A Scalable Solution**

More than **166k programs** are offered through Unite Us covering services such as housing, mental and behavioral health, transportation, education, employment, legal, food, and benefits assistance.

> **Strong Community Networks**

We believe there should be no wrong door for people seeking services, and we have the resources, people, and processes to build truly engaged and accountable networks.

> **The Most Innovative, Cross-Sector Partnerships**

Some notable partners include:



NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES

 Have questions? We have answers. Find us at www.UniteUs.com.



The Accountable Health Communities Health-Related Social Needs Screening Tool

What's the Accountable Health Communities (AHC) Health-Related Social Needs (HRSN) Screening Tool?

We at the Centers for Medicare & Medicaid Services (CMS) Center for Medicare and Medicaid Innovation (CMMI) made the Accountable Health Communities (AHC) Health-Related Social Needs (HRSN) Screening Tool to use in the AHC Model.¹ We're testing to see if systematically finding and dealing with the health-related social needs of Medicare and Medicaid beneficiaries has any effect on their total health care costs and makes their health outcomes better.

Why is the AHC HRSN Screening Tool important?

Growing evidence shows that if we deal with unmet HRSNs like homelessness, hunger, and exposure to violence, we can help undo their harm to health. Just like with clinical assessment tools, providers can use the results from the HRSN Screening Tool to inform patients' treatment plans and make referrals to community services.

What does the AHC HRSN Screening Tool mean for me?

Screening for HRSNs isn't standard clinical practice yet. We're making the AHC HRSN Screening Tool a standard screening across all the communities in the AHC Model. We're sharing the AHC HRSN Screening Tool for awareness.

What's in the AHC HRSN Screening Tool?

In a National Academy of Medicine discussion paper,² we shared the 10-item HRSN Screening Tool. The Tool can help providers find out patients' needs in these 5 core domains that community services can help with:

- Housing instability
- Food insecurity
- Transportation problems
- Utility help needs

¹ United States, U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services. (2017, September 05). Accountable Health Communities Model. <https://innovation.cms.gov/initiatives/ahcm>.

² Billieux, A., MD, DPhil, Verlander, K., MPH, Anthony, S., DrPH, & Alley, D., PhD. (2017). Standardized Screening for Health-Related Social Needs in Clinical Settings: The Accountable Health Communities Screening Tool. National Academy of Medicine Perspectives, 1-9. <https://nam.edu/wp-content/uploads/2017/05/Standardized-Screening-for-Health-Related-Social-Needs-in-Clinical-Settings.pdf>.

- Interpersonal safety

In the final version below, we made small revisions to the original 10 questions based on cognitive testing we did since we shared the first version. In the final version we also included questions in 8 supplemental domains that we haven't shared before:

- Financial strain
- Employment
- Family and community support
- Education
- Physical activity
- Substance use
- Mental health
- Disabilities

Who should use the AHC HRSN Screening Tool?

The questions in the AHC HRSN Screening Tool are meant to be used for individual respondents who answer the questions themselves. A parent or caregiver can answer for an individual, too, if that makes more sense. Clinicians and their staff can easily use this short tool as part of their busy clinical workflows with people of all different ages, backgrounds, and settings.

In the next 5 years, hundreds of participating clinical delivery sites across the 32 AHCs will screen over 7 million Medicare and Medicaid beneficiaries using the 10 core domain questions. The AHCs can also choose to add any of the supplemental domain questions into their standard screening processes.

Who made the AHC HRSN Screening Tool?

We made this tool with a panel of experts from around the country including:

- Tool developers
- Public health and clinical researchers
- Clinicians
- Population health and health systems executives
- Community-based organization leaders
- Federal partners

We got permission from the original authors of the questions to use, copy, modify, publish, and distribute the questions for the AHC Model and our use only. Based on feedback from the original question authors, CMS has created [this table](#) to specify the citation and notification process for each screening question in the AHC HRSN Screening Tool if the questions are used outside of CMS and the AHC Model.

AHC HRSN Screening Tool Core Questions

If someone chooses the underlined answers, they might have an unmet health-related social need.

Living Situation

1. What is your living situation today?³

- I have a steady place to live
- I have a place to live today, but I am worried about losing it in the future
- I do not have a steady place to live (I am temporarily staying with others, in a hotel, in a shelter, living outside on the street, on a beach, in a car, abandoned building, bus or train station, or in a park)

2. Think about the place you live. Do you have problems with any of the following?⁴

CHOOSE ALL THAT APPLY

- Pests such as bugs, ants, or mice
- Mold
- Lead paint or pipes
- Lack of heat
- Oven or stove not working
- Smoke detectors missing or not working
- Water leaks
- None of the above

Food

Some people have made the following statements about their food situation. Please answer whether the statements were OFTEN, SOMETIMES, or NEVER true for you and your household in the last 12 months.⁵

3. Within the past 12 months, you worried that your food would run out before you got money to buy more.

- Often true
- Sometimes true
- Never true

³ National Association of Community Health Centers and partners, National Association of Community Health Centers, Association of Asian Pacific Community Health Organizations, Association OPC, Institute for Alternative Futures. (2017). PRAPARE. <http://www.nachc.org/research-and-data/prapare/>

⁴ Nuruzzaman, N., Broadwin, M., Kourouma, K., & Olson, D. P. (2015). Making the Social Determinants of Health a Routine Part of Medical Care. *Journal of Healthcare for the Poor and Underserved*, 26(2), 321-327.

⁵ Hager, E. R., Quigg, A. M., Black, M. M., Coleman, S. M., Heeren, T., Rose-Jacobs, R., Frank, D. A. (2010). Development and Validity of a 2-Item Screen to Identify Families at Risk for Food Insecurity. *Pediatrics*, 126(1), 26-32. doi:10.1542/peds.2009-3146

4. **Within the past 12 months, the food you bought just didn't last and you didn't have money to get more.**

- Often true
- Sometimes true
- Never true

Transportation

5. **In the past 12 months, has lack of reliable transportation kept you from medical appointments, meetings, work or from getting things needed for daily living?⁶**

- Yes
- No

Utilities

6. **In the past 12 months has the electric, gas, oil, or water company threatened to shut off services in your home?⁷**

- Yes
- No
- Already shut off

Safety

Because violence and abuse happens to a lot of people and affects their health we are asking the following questions.⁸

7. **How often does anyone, including family and friends, physically hurt you?**

- Never (1)
- Rarely (2)
- Sometimes (3)
- Fairly often (4)
- Frequently (5)

⁶ National Association of Community Health Centers and Partners, National Association of Community Health Centers, Association of Asian Pacific Community Health Organizations, Association OPC, Institute for Alternative Futures. (2017). PRAPARE. <http://www.nachc.org/research-and-data/prapare/>

⁷ Cook, J. T., Frank, D. A., Casey, P. H., Rose-Jacobs, R., Black, M. M., Chilton, M., . . . Cutts, D. B. (2008). A Brief Indicator of Household Energy Security: Associations with Food Security, Child Health, and Child Development in US Infants and Toddlers. *Pediatrics*, 122(4), 867-875. doi:10.1542/peds.2008-0286

⁸ Sherin, K. M., Sinacore, J. M., Li, X. Q., Zitter, R. E., & Shakil, A. (1998). HITS: a Short Domestic Violence Screening Tool for Use in a Family Practice Setting. *Family Medicine*, 30(7), 508-512

8. How often does anyone, including family and friends, insult or talk down to you?

- Never (1)
- Rarely (2)
- Sometimes (3)
- Fairly often (4)
- Frequently (5)

9. How often does anyone, including family and friends, threaten you with harm?

- Never (1)
- Rarely (2)
- Sometimes (3)
- Fairly often (4)
- Frequently (5)

10. How often does anyone, including family and friends, scream or curse at you?

- Never (1)
- Rarely (2)
- Sometimes (3)
- Fairly often (4)
- Frequently (5)

A score of 11 or more when the numerical values for answers to questions 7-10 are added shows that the person might not be safe.

AHC HRSN Screening Tool Supplemental Questions

Financial Strain

11. How hard is it for you to pay for the very basics like food, housing, medical care, and heating? Would you say it is:⁹

- Very hard
- Somewhat hard
- Not hard at all

Employment

12. Do you want help finding or keeping work or a job?¹⁰

- Yes, help finding work
- Yes, help keeping work
- I do not need or want help

Family and Community Support

13. If for any reason you need help with day-to-day activities such as bathing, preparing meals, shopping, managing finances, etc., do you get the help you need?¹¹

- I don't need any help
- I get all the help I need
- I could use a little more help
- I need a lot more help

14. How often do you feel lonely or isolated from those around you?¹²

- Never
- Rarely
- Sometimes
- Often
- Always

⁹ Hall, M. H., Matthews, K. A., Kravitz, H. M., Gold, E. B., Buysse, D. J., Bromberger, J. T., . . . Sowers, M. (2009). Race and Financial Strain are Independent Correlates of Sleep in Midlife Women: The SWAN Sleep Study. *Sleep*, 32(1), 73-82. doi:10.5665/sleep/32.1.73

¹⁰ Identifying and Recommending Screening Questions for the Accountable Health Communities Model (2016, July) Technical Expert Panel discussion conducted at the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services, Baltimore, MD.

¹¹ Kaiser Permanente. (2012, June). Medicare Total Health Assessment Questionnaire. Retrieved from https://mydoctor.kaiserpermanente.org/ncal/Images/Medicare%20Total%20Health%20Assessment%20Questionnaire_tcm75-487922.pdf

¹² Anderson, G. Oscar and Colette E. Thayer. Loneliness and Social Connections: A National Survey of Adults 45 and Older. Washington, DC: AARP Research, September 2018. <https://doi.org/10.26419/res.00246.001>

Education

15. Do you speak a language other than English at home?¹³

- Yes
- No

16. Do you want help with school or training? For example, starting or completing job training or getting a high school diploma, GED or equivalent.¹⁴

- Yes
- No

Physical Activity

17. In the last 30 days, other than the activities you did for work, on average, how many days per week did you engage in moderate exercise (like walking fast, running, jogging, dancing, swimming, biking, or other similar activities)?¹⁵

- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7

18. On average, how many minutes did you usually spend exercising at this level on one of those days?¹⁶

- 0
- 10
- 20
- 30
- 40
- 50
- 60

¹³ United States, US Census Bureau. (2017). American Community Survey. Retrieved from <https://www.census.gov/programs-surveys/acs/>

¹⁴ Identifying and Recommending Screening Questions for the Accountable Health Communities Model (2016, July) Technical Expert Panel discussion conducted at the U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services, Baltimore, MD.

¹⁵ Coleman, K. J., Ngor, E., Reynolds, K., Quinn, V. P., Koebnick, C., Young, D. R., . . . Sallis, R. E. (2012). Initial Validation of an Exercise "Vital Sign" in Electronic Medical Records. *Medicine and Science in Sport and Exercise*, 44(11), 2071-2076. doi:10.1249/MSS.0b013e3182630ec1

¹⁶ Ibid

- 90
- 120
- 150 or greater

Follow these 2 steps to decide if the person has a physical activity need:

1. Calculate ["number of days" selected] x ["number of minutes" selected] = [number of minutes of exercise per week]
2. Apply the right age threshold:
 - Under 6 years old: You can't find the physical activity need for people under 6.
 - Age 6 to 17: Less than an average of 60 minutes a day shows an HRSN.
 - Age 18 or older: Less than 150 minutes a week shows an HRSN.

Substance Use

The next questions relate to your experience with alcohol, cigarettes, and other drugs. Some of the substances are prescribed by a doctor (like pain medications), but only count those if you have taken them for reasons or in doses other than prescribed. One question is about illicit or illegal drug use, but we only ask in order to identify community services that may be available to help you. ¹⁷

19. How many times in the past 12 months have you had 5 or more drinks in a day (males) or 4 or more drinks in a day (females)? One drink is 12 ounces of beer, 5 ounces of wine, or 1.5 ounces of 80-proof spirits.

- Never
- Once or Twice
- Monthly
- Weekly
- Daily or Almost Daily

20. How many times in the past 12 months have you used tobacco products (like cigarettes, cigars, snuff, chew, electronic cigarettes)?

- Never
- Once or Twice
- Monthly
- Weekly
- Daily or Almost Daily

¹⁷ United States, U.S. Department of Health and Human Services, National Institutes of Health. (n.d.). Helping Patients Who Drink Too Much: A Clinician's Guide (2005 ed., pp. 1-34).

21. How many times in the past year have you used prescription drugs for non-medical reasons?

- Never
- Once or Twice
- Monthly
- Weekly
- Daily or Almost Daily

22. How many times in the past year have you used illegal drugs?

- Never
- Once or Twice
- Monthly
- Weekly
- Daily or Almost Daily

Mental Health

23. Over the past 2 weeks, how often have you been bothered by any of the following problems?¹⁸

a. Little interest or pleasure in doing things?

- Not at all (0)
- Several days (1)
- More than half the days (2)
- Nearly every day (3)

b. Feeling down, depressed, or hopeless?

- Not at all (0)
- Several days (1)
- More than half the days (2)
- Nearly every day (3)

If you get 3 or more when you add the answers to questions 23a and 23b the person may have a mental health need.

¹⁸ Kroenke, K., Spitzer, R. L., & Williams, J. B. (2003). The Patient Health Questionnaire-2: validity of a two-item depression screener. *Medical Care*, 41(11), 1284-1292.

24. Stress means a situation in which a person feels tense, restless, nervous, or anxious, or is unable to sleep at night because his or her mind is troubled all the time. Do you feel this kind of stress these days?¹⁹

- Not at all
- A little bit
- Somewhat
- Quite a bit
- Very much

Disabilities

25. Because of a physical, mental, or emotional condition, do you have serious difficulty concentrating, remembering, or making decisions?²⁰ (5 years old or older)

- Yes
- No

26. Because of a physical, mental, or emotional condition, do you have difficulty doing errands alone such as visiting a doctor's office or shopping?²¹ (15 years old or older)

- Yes
- No

¹⁹ Elo, A.L., Leppänen, A., & Jahkola, A. (2003). Validity of a Single-Item Measure of Stress Symptoms. *Scandinavian Journal of Work*, 29(6), 444-451.

²⁰ United States, U.S. Department of Health and Human Services, Office of the Assistant Secretary for Planning and Evaluation (n.d.). (2011). Implementation Guidance on Data Collection Standards for Race, Ethnicity, Sex, Primary Language, and Disability Status. Retrieved from <https://aspe.hhs.gov/basic-report/hhs-implementation-guidance-data-collection-standards-race-ethnicity-sex-primary-language-and-disability-status>

²¹ Ibid.

MEMORANDUM OF UNDERSTANDING RE: COST SHARING OF EXPENSES TO MAINTAIN A COMMON PLATFORM FOR COORDINATING ELECTRONIC REFERRALS AND CASE MANAGEMENT TASKS BETWEEN HEALTH AND SOCIAL SERVICE ORGANIZATIONS

This Memorandum of Understanding (MOU) dated November ____, 2022, (“Effective Date”) is entered into by and between the Decatur Hospital Authority, a Texas municipal hospital authority DBA Wise Health System (“WHS”) and [SELECT ONE OF THE FOLLOWING:

- Wise County,
- United Way Wise County (United Way),
- Wise Health Foundation,
- City of Alvord,
- City of Aurora,
- City of Boyd,
- City of Bridgeport,
- City of Chico,
- City of Decatur,
- City of New Fairview,
- City of Lake Bridgeport,
- City of Paradise,
- City of Rhome,
- City of Runaway Bay]

(the “Participant”) (collectively, WHS and the Participant are the “Parties”)

RECITALS

- A. The Parties share a common goal of coordinating electronic referrals and case management tasks between health and social service organizations on a cloud-based, common platform (“Platform” or “Unite Us Platform” as described below).
- B. WHS entered into an agreement with Unite USA Inc. (“Unite Us”) on or about November 14, 2022 (the “Unite Us Agreement”) to obtain a limited number of licenses for use of proprietary software to coordinate electronic referrals and case management tasks with other health and social service organizations on a cloud-based, common platform (“Unite Us Platform”).
- C. WHS and the Participant desire to share in the cost and expense of maintaining the licenses for Unite Us Platform, once installed, for a period of three (3) years.

Now therefore, in consideration of the mutual agreements, covenants and conditions contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

- 1. Installation, Operations and Maintenance; Funding and Cost Sharing**

- a. **Installation.** WHS will fund the network implementation, which includes single sign-on (“SSO”) and industry-standard authentication and authorization method of Security Assertions Markup Language (“SAML”), which will allow the Participant to collaborate and transfer specific data either intra-organizationally or across a network of participants hosted by Unite Us (“Network”).
- b. **Operations and Maintenance for Years 1 – 3.** Once installation is completed, WHS will fund operations and maintenance of the Network for a period of three (3) years from the date of completion. The scope of maintenance shall be based upon the terms of the Unite Us Agreement and the applicable Master Cloud Services and Network Management Agreement and/or Statement of Work by and between WHS and Unite Us.
- c. **Cost Sharing.** WHS shall notify Participant in writing of the completion date of the Network. Within sixty (60) days of such written notification, Participant shall pay to WHS its total share of the Annual Network Access Fee for Year 1. Thereafter on the Anniversary of the Effective Date in years 2 and 3, Participant shall pay to WHS its total share of the Annual Network Access Fee.

2. Purpose

- a. The Unite Us Platform is intended serve as a coordinated, cloud-based network that connects health care and human services organization with a shared technology platform that allows providers to electronically connect those with identified needs (“Clients”) to community resources and allow for a feedback loop on the outcome of such connections.
- b. The Unite Us Platform will act as a repository to allow data sharing and the sending and receiving of electronic referrals to securely share Client information and track outcomes.

3. Consent

- a. All Clients must give informed consent before a referral can be sent on their behalf through the Platform.
- b. The Participant is responsible for obtaining the Client’s Informed Consent using the Informed Consent Form attached hereto as Exhibit A prior to entering any Client information.

4. Participant Responsibilities

- a. Participant shall delegate one or more individuals to participate in new user training or virtual training sessions regarding use of the Platform.

5. Termination

- a. Participant may terminate this MOU at anytime; however, the Participant will forfeit any Annual Network Access Fees paid to WHS.

6. General Provisions

- a. Compliance with Laws. Each party will maintain such licenses and certifications required by all applicable Laws where such Party is located and where its services are delivered, including without limitation, the Federal Anti-kickback Statute (42 U.S.C. §1320a-7b) and HIPAA, as amended. If, due to the nature of the Services provided, it is determined by WHS or Participant that either, or both parties are acting as business associates, the Parties agree to enter into an appropriate business associate agreement.
- b. Independent Contractors. Participant and WHS is each acting as an independent contractor and engages in the operation of its own business. Neither party will be deemed the agent of the other party for any purposes. Nothing in this MOU will be construed to establish a relationship of co-partner or joint venture between the parties.
- c. Successors and Assigns. Neither party will assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party , except that either party may as its rights and obligations under this MOU to its affiliate or in connection with a change of control, merger or acquisition of all or substantially all of assets to which this MOU relates.
- d. Notices. All notices provided under this MOU will be in writing and will be deemed given upon receipt if sent as follows: (a) personally delivered; (b) by overnight mail by USPS or a courier services with confirmed delivery; (c) by USPS certified mail (return receipt requested); or (d) by electronic means, provided that delivery can be confirmed. The address for notices are set forth below. These addresses may be changed by written notice to the other party.

WISE HEALTH SYSTEM

PARTICIPANT

By: _____
Jason L. Wren, CEO

Address: 609 Medical Center Drive
Decatur, Texas 76234

Date: _____

By: _____

Print Name: _____

Title: _____

Address: _____

Date: _____

EXHIBIT A

[ATTACH CONSENT FORM]



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

February 6, 2023

City Roads Update

DESCRIPTION:

Receive a report and hold a discussion regarding the city's roads including needed reconstruction and maintenance.

BACKGROUND INFORMATION:

In December 2020, the City issued \$2,930,000 in Certificates of Obligations for the use to reconstruct roads in the Chisholm Hills subdivision. The City worked with our engineering firm, Pacheco Koch, and bid out the road project and the City awarded the contract to Jagoe-Public Company for \$3,369,210. The contract was later amended to accommodate \$259,600 in change orders for a new total of \$3,628,810. The project was scaled back due to funding issues and the total cost for the project was \$2,867,415, not including engineering and design (\$294,903) and land acquisition costs. As of December 2022, this project has been completed and all payments have been made to the contractor. Several roads in the Chisholm Hills subdivision are still in need of drainage improvements and road reconstruction.

On April 19, 2021, the Council approved a Chapter 380 Economic Development Agreement with Sunrise, LLC. Municipalities use these economic development incentives to assist with the construction of public infrastructure for the benefit of the community. As part of the Agreement, Sunrise was to pay for the concrete construction of the first 815 linear feet of Graham Road, including improvements to drainage. When the project is completed, the City agreed to share sales tax revenue with Sunrise, LLC at a 50/50 split for three (3) years to help offset their cost for this public improvement. That project was completed in January 2023. The City needs to decide what improvements, if any, it wants to make to the remaining portion of Graham Road, which is currently a gravel road in need of repair.

On September 6, 2022, the Council awarded a contract to JR West Texas Construction for drainage improvements to Wilson Court and Creasser Lane in the Chisolm Hills subdivision. The City received a Texas Department of Agriculture (TDA), Texas Community Development Block Grant (TxCDBG) in the amount of \$350,000, with a local match of \$83,784 for the reconstruction of Wilson Court and Creasser Lane. This drainage work must be done before the roads can be reconstructed by Wise County. JR West Texas Construction has informed us that they will begin the project on January 30 and will be done before the 120 days allotted in the agreement.

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. On January 16, 2023, the Council approved the Project Agreement (#1015) that 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. 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.

At the end of 2022, the Mayor and staff met with the Fairview Meadows developer to discuss the construction plans for Pioneer Road. As part of the Development Agreement for Fairview Meadows, the developer is responsible for the reconstruction cost of Pioneer Road along the eastern boundary of the property for phase one (1) through five (5). This project is currently estimated to be \$4.32 million, with the City's portion at around \$2.08 million. The developer informed the City that they plan to move forward with the construction of drainage and road improvements to their section of Pioneer Road when they begin the road and drainage work for phase five (5) of their development. Staff recently received preliminary plans for phase five and are in the process of reviewing them. It is possible that the developer could begin the reconstruction of Pioneer Road by the end of 2023. The City currently has not identified any funds for our portion of the reconstruction cost of Pioneer Road.

On September 13, 2021, the Council approved a Transportation Impact Fee and accompanying Capital Improvement Plan (CIP) for the use of these fees. In an effort to have growth pay for growth, specifically its impact on city roads, this fee is to be used for improvements and expansion of roads on the CIP. Both Graham Road and Pioneer Road are found on the CIP and therefore these fees can be used on them. To date there is approximately \$150,000 in the Transportation Impact Fee Fund.

In November 2022, Denton County residents voted in favor of the Transportation Road Improvement Program that consists of \$650 million in bonds to be issued as needed for road projects over the next decade. The City unfortunately did not have an approved project on this bond proposal, but there are approximately \$17 million in undedicated funds that the City can apply for as part of an Interlocal Agreement with Denton County. One project that staff is looking at is the drainage and road reconstruction of South County Line Road, north of FM 407 to B Judge Lane, and B Judge Lane eastwards to the city limits. Staff is doing research to prepare for discussions with Denton County officials on this request.

Staff has also made updates to the Pavement Management Plan and have attached the latest version. This program reviews the condition of the roughly 32 lane miles of roads in the city. The information on this plan is used by staff to make recommendations to council on the next round of roads that need to be reconstructed, or repaired to prevent further deterioration. The current approved Budget contains \$135,000 for street maintenance, including the \$85,000 committed to leverage the \$350,000 in Community Development Block Grant (CDBG) funds for the drainage and road improvements to Wilson Court and Creasser Lane. There is also \$192,000 budgeted for the purchase of a new public works truck, a crack sealing trailer, and a hotbox trailer. The trailers have already been purchased and are being used for the performance of more street maintenance including the patching of potholes with asphalt (hot mix).

June 20, 2022 was the last City Council meeting where staff had a presentation and discussion on road projects. Staff is making this presentation to give Council an update on the various projects and to seek input on council's desire for any further road reconstruction projects and associated funding for those projects.

FINANCIAL CONSIDERATION:

Will depend on the City Council approved annual budget, any awarded grants, and any issuance of debt for maintenance and/or reconstruction of roads.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

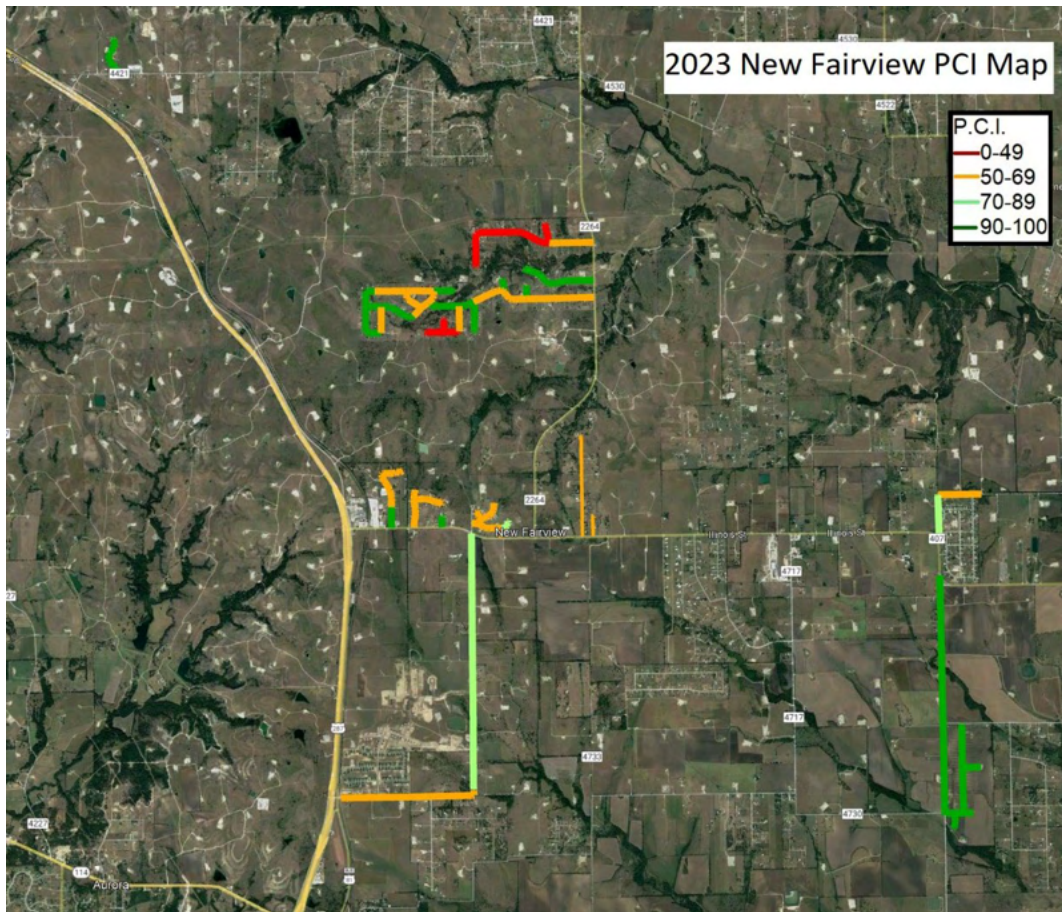
1. 2023 Pavement Management Plan
2. Pacheco Koch Presentation

PAVEMENT MANAGEMENT PLAN

2023



Prepared by Don Strange



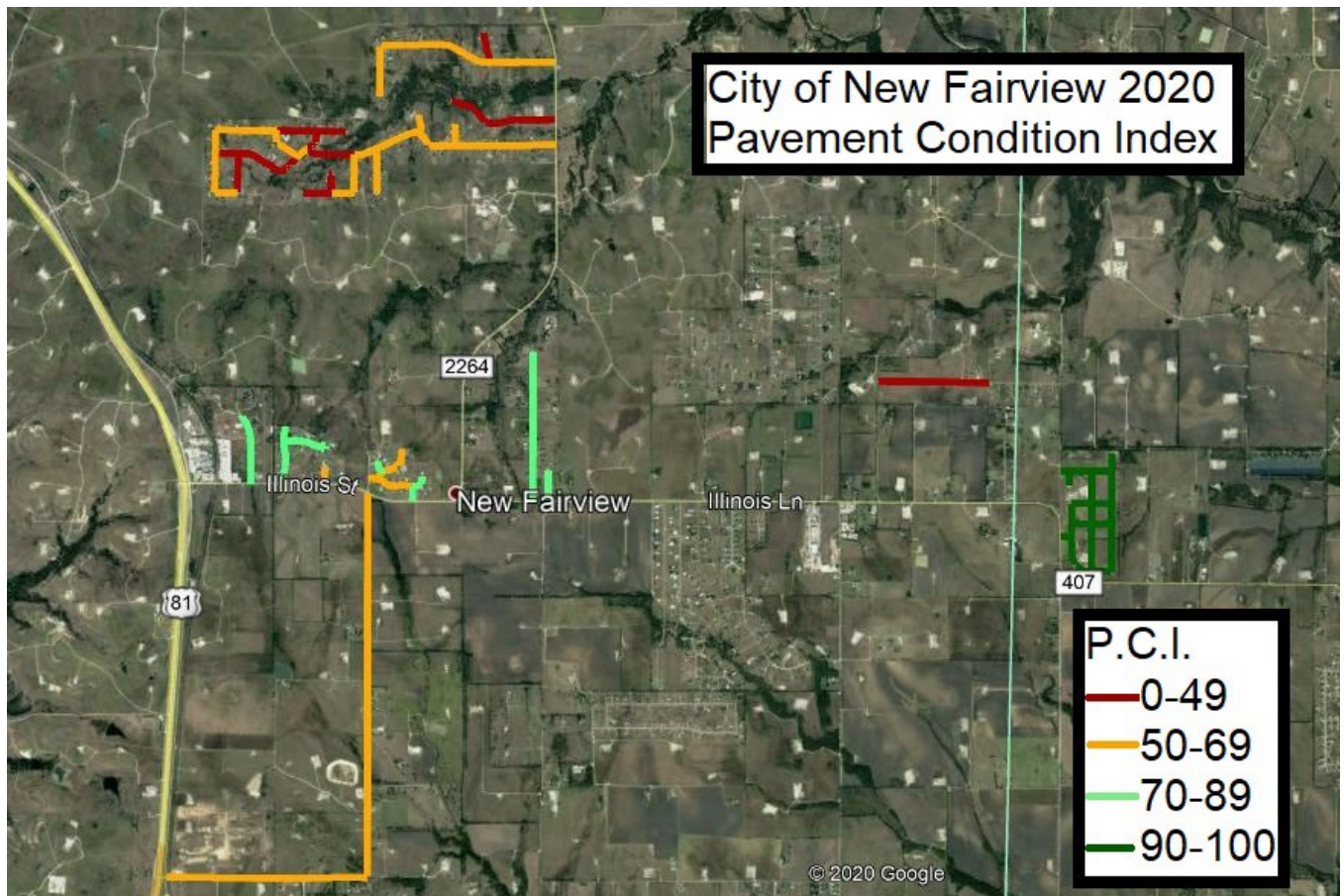


PLAN OVERVIEW

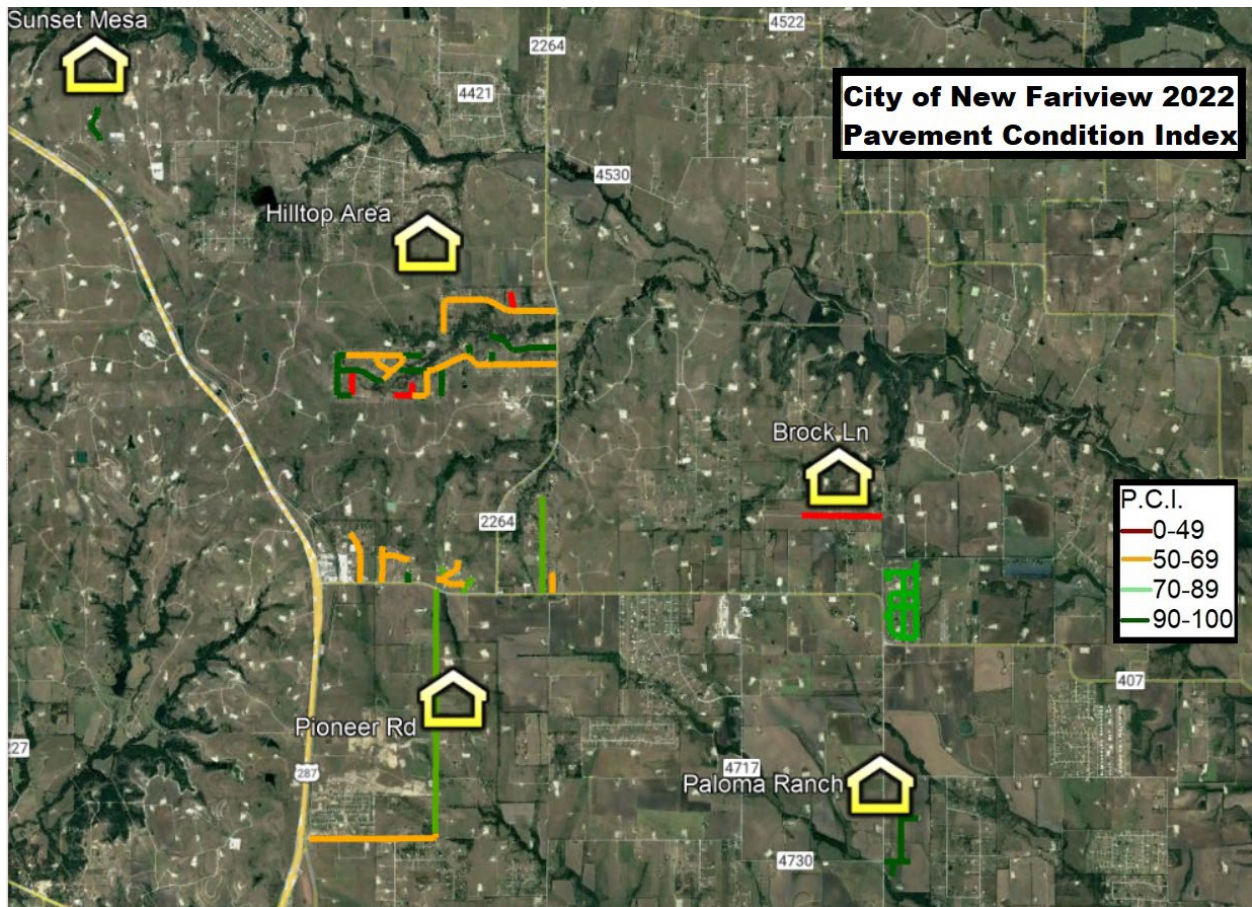
- Asset Inventory.
- Condition assessment/PCI.
- Identify proper treatments.
- Schedule repairs.
- Implement Maintenance cycles.

The first PCI I was asked to do was in 2020, at that time the average PCI in New Fairview was 53, since maintenance activities began the PCI improved to 74 in 2022 and continues to maintain an average of 74 in 2023 even after the diss-annexation and removal of Falcon Ridge from the inventory (***which had an average PCI of 99 in 2022***)

Pavement Condition Index map 2020

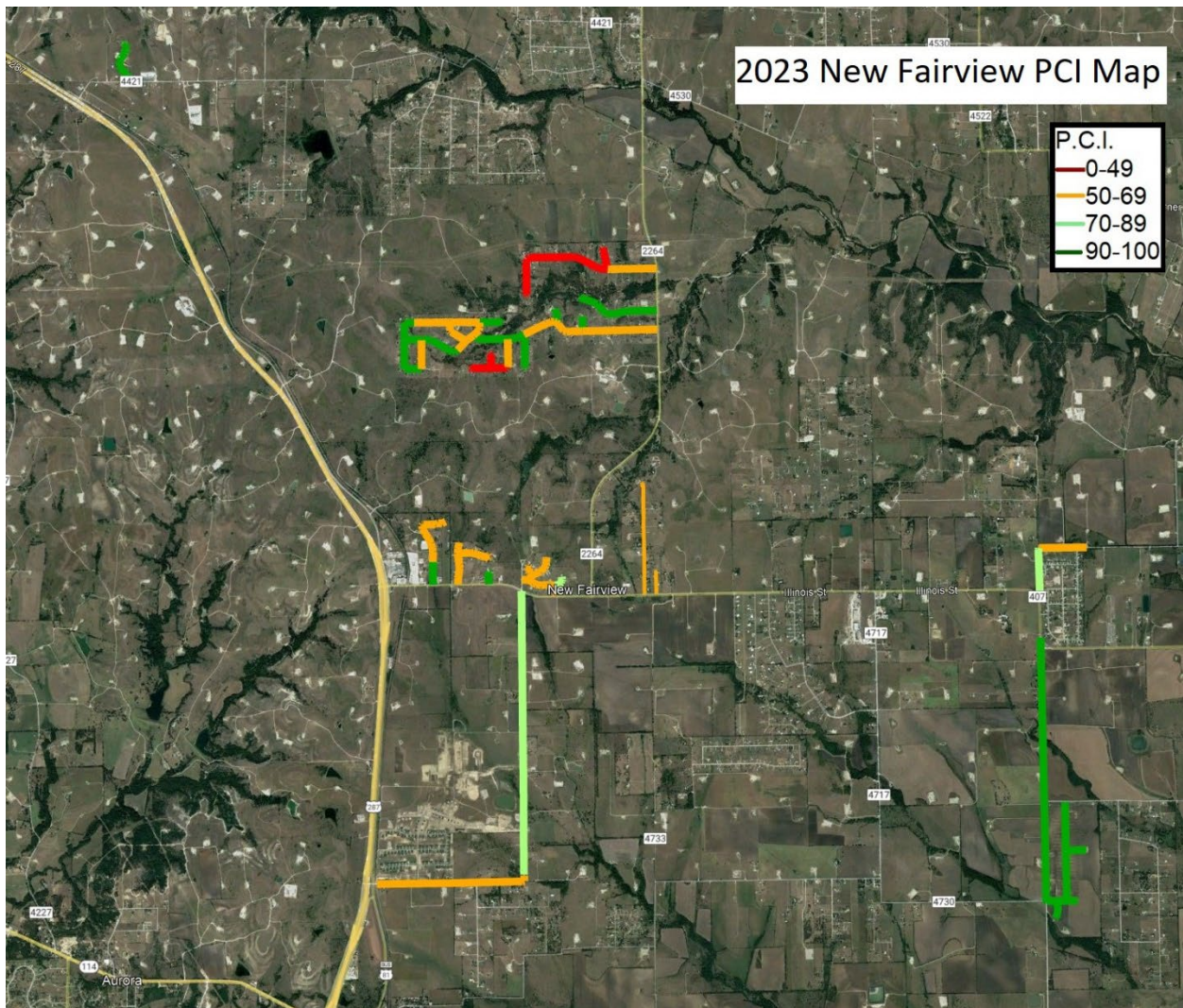


Pavement Condition Index map 2022



Pavement Condition Index map

2023





TYPICAL PAVEMENT MANAGEMENT WORK PLAN

By proactively maintaining the roads the pavement life is extended maximizing the value of each dollar spent on the roads. Another important benefit of utilizing the pavement preservation approach is that because the treatment costs to preserve the good roads is substantially less it enables the City to preserve more streets than if the was focused on fixing the bad roads first. Depending on the condition and available funding treatments may

include a crack seal, fog seal, slurry seal, micro surfacing, chip seal, overlays, and eventual total reconstruction. The following is a brief what, why, when, and how to use each method to maximize funding and extend the lifecycle of pavement.

What is a fog seal? A fog seal is an application of asphalt emulsion.

to an existing asphalt pavement surface.



What is a slurry seal? A slurry seal is the application of a mixture of water, asphalt emulsion, aggregate (very small, crushed rock), and additives to an existing asphalt pavement surface.



What is Micro Surfacing? Micro surfacing is like slurry seal. It consists of the application of a mixture of water, asphalt emulsion, aggregate (very small, crushed rock), and chemical additives to an existing asphalt concrete pavement surface.



What is chip sealing? A chip seal is a two-step process that includes first an application of asphalt.

emulsion and then a layer of crushed rock to an existing asphalt pavement surface. A chip seal gets its name from the "chips" or small crushed rock placed on the surface.



What is an asphalt overlay? Asphalt overlay is applied as a new layer of asphalt over the current one. First, any potholes, alligator asphalt, and depressions need to be repaired prior to installation of the new surface.



What is full-depth reconstruction? In today's environment, the practice of remove and replace has become.

impractical from the standpoint of cost and environmental impact. A very popular reconstruction alternative is known as Full-Depth Reclamation (FDR). FDR is an in-place recycling method for the reconstruction of existing flexible pavements using the existing pavement section material as the base for the new roadway-wearing surface.



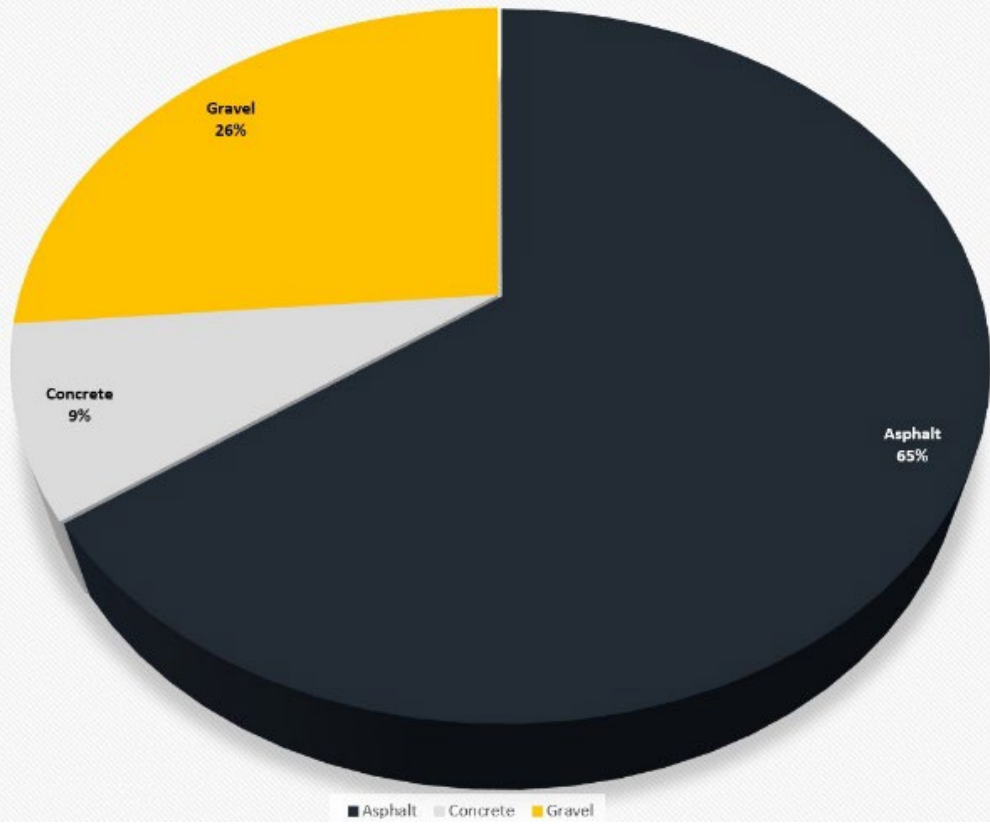


INVENTORY

Using Current Google Earth, and GIS data, a complete inventory of all pavement assets within the City of New Fairview has been inspected, and spot verified for accuracy. This inventory includes surface type, width, and condition rating.

New Fairview currently has roughly 96,510 linear feet of the paved surface making up 2,462,174 square feet translating to 37 lane miles. The makeup is 65% asphalt, 26% gravel, and 9% concrete.

NEW FAIRVIEW PAVEMENT BY TYPE
36.5 TOTAL LANE MILES





Condition assessment

Using the Federal Highway Standard Manual Survey Method – A manual survey is to be conducted at least once every two years by walking or traveling at a slow speed and noting the existing surface distresses. Data collected is to be stored in the pavement management document. Manual surveys are to be done by segment.

According to The Asphalt Institute, the average useful life cycle of Asphalt pavement is roughly 20 years. The following is an example of the evaluation process.

Scoring starts with a constant of 100. A PCI of 100 means the pavement is new or has a recent overlay. Pavement with a PCI below 40 is considered failed.



Field inspections of Visible Distress

Excellent New construction, none (recent overlay)

Very Good No longitudinal cracks except a reflection of paving joints. Occasional transverse cracks widely spaced (40' or greater). All cracks are sealed or tight (open less than 1/4").

Good Very slight or no raveling, surface shows some traffic wear. Longitudinal cracks (open 1/4") due to reflection or paving joints. Transverse cracks (open 1/4") spaced 10' or more apart, little or slight crack raveling. No patching or very few patches in excellent condition. Slight raveling (loss of fines) and traffic wear. Longitudinal cracks (open 1/4" – 1/2"), some spaced less than 10'. The first sign of block cracking. A slight to moderate flushing or polishing. Occasional patching in good condition.

Fair Moderate to severe raveling (loss of fine and coarse aggregate). Longitudinal and transverse cracks (open 1/2") show the first signs of slight raveling and secondary cracks. First signs of longitudinal cracks near pavement edge. Block cracking up to 50% of the surface. Extensive to severe flushing or polishing. Some patching or edge wedging is in good condition. **Fair** Severe surface raveling. Multiple longitudinal and transverse cracking with slight raveling. Longitudinal cracking in the wheel path. Block cracking (over 50% of the surface). Patching in fair condition. Slight rutting or distortions (1/2" deep or less).

Poor Closely spaced longitudinal and transverse cracks often show raveling and crack erosion. Severe block cracking. Some alligator cracking (less than 25% of the surface). Patches in fair to poor condition. Moderate rutting or distortion (1" or 2" deep). Occasional potholes.

Very Poor Alligator cracking (over 25% of the surface). Severe distortions (over 2" deep) Extensive patching in poor condition. Potholes.

Failed Severe distress with extensive loss of surface integrity.

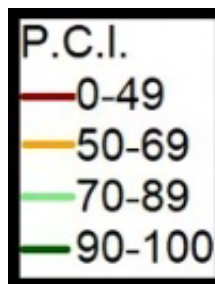
This distress' is translated into a 0-100 PCI score as follows:

0-49 Failed

50-69 Fair

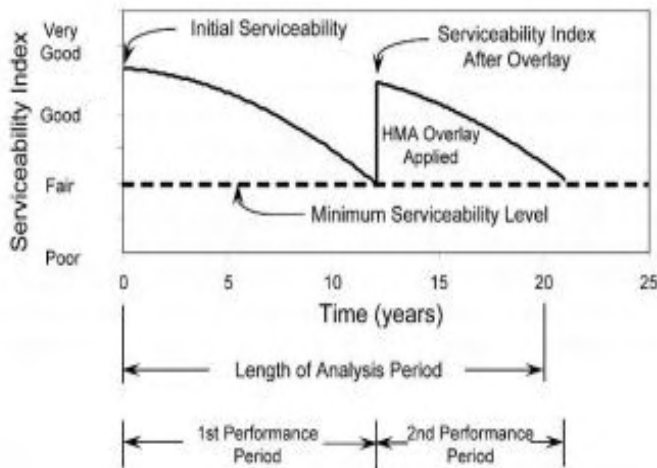
70-89 Good

90-100 Excellent



Prioritize

Using the Pavement condition index, traffic load, ongoing maintenance, and the number of customer complaints; segments will be prioritized. Depending on funding, failed segments may be scheduled for continued maintenance, overlays, or full-depth reconstruction.





Identify Proper Treatments

Using the pavement condition index, and available funds, the most practical treatment plan may be developed as funds allow. Typical New Fairview treatment plans may include pothole patching, crack sealing, partial depth repairs, full depth repairs, overlays with wedge milling, seal coating, and full depth reconstruction. According to the Federal Highway Administration, crack seal operations can add an average of four years to the useful life cycle of an asphalt Street.



Implement Maintenance Cycle

Once inventory and condition assessments are complete, maintenance activities may be scheduled. Activities may be based on PCI, industry standards, mobilization, and available funds with an emphasis on preventative maintenance.

Practical Guide for Quality Management of Pavement Condition Data Collection



U.S. Department of Transportation
Federal Highway Administration

3. NETWORK-LEVEL CONDITION DATA COLLECTION

Introduction

Pavement condition data is a critical component of a pavement management system. It is this data, collected consistently and over a period of time, that enables the characterization of current network condition, triggering of pavement preservation and rehabilitation treatments and/or strategies, and prediction of future conditions. Network condition data—combined with inventory, traffic, and cost data—allows a pavement management system to analyze and compare pavement sections to find the most cost-effective and beneficial combination of sections and treatments.

As the needs and uses of network-level condition data evolve, so has the technology to collect it. The following paragraphs discuss the evolution of this effort and the ensuing technology development.

Data Collection Overview

Under the 1991 Federal Transportation Authorizing legislation, the Intermodal Surface Transportation Efficiency Act (ISTEA) required all Federal-aid roads to be managed by pavement management systems. This requirement spurred the adoption of new technologies in order to collect the data needed for pavement management system network analyses. Although the requirement was later repealed, most State highway agencies continue to collect network-level condition data and use pavement management system principles to manage their road network. In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) was enacted into law and provides over \$105 billion for fiscal years 2013 and 2014 (FHWA 2012). MAP-21 creates a performance-based and multimodal program and establishes new requirements for setting performance targets for Interstate pavement (and bridges on the National Highway System [NHS]) condition as part of an Asset Management Plan.

Network-level pavement condition data are typically collected in large volumes and often, though not always, at highway speeds. The techniques that enable collection over a large network in a relatively short period of time use modern (and still evolving) technologies that automate much of the data acquisition and processing effort. Such technologies and procedures allow agencies to collect and report pavement condition data on a more frequent schedule and are typically more cost-effective than manual techniques. Many agencies collect sensor data (i.e., roughness, rut depth, and faulting via transverse and longitudinal profile) on an annual or bi-annual basis and distress data (i.e., fatigue cracking, longitudinal cracking, and patching) on a less frequent basis (McGhee 2004).

The pavement condition data items collected for network-level decisions differ somewhat from those used for project-level decisions. For example, International Roughness Index (IRI), rut depth, faulting, and surface distress are collected at the network-level by many agencies but structural capacity (which is not currently collected at high speeds) is collected primarily at the project-level (Flintsch and McGhee 2009). Both types of data support decisionmaking, but project-level data is often used to refine the network-level pavement management system

based on network-level data—as opposed to a more detailed, project-level investigation—the pavement management system recommendations are further refined with project-level data to determine the true project scope. This distinction between network- and project-level data is important in discussions of pavement condition data quality.

Increasingly, network-level pavement condition data are being used for more than pavement management systems analyses or treatment decisions. Other common uses for network-level pavement condition data include Highway Performance Monitoring System (HPMS) reporting, asset management, and calibration of the MEPDG. It should be noted that each of these uses may have differing requirements for data quality.

Survey Types and Technology

While early efforts at data collection typically involved manual surveys, advancements in computing technology and data storage have enabled more efficient collection and processing of network-level condition data. As a result, methods and frequencies for data collection have developed over time to take advantage of these capabilities.

Survey Frequency

Transportation agencies collect network-level data using a variety of methods and monitoring frequencies. Table 5 provides examples of the data types collected and frequency of collection for various highway agencies.

Table 5. Condition survey data collection and frequency.

Agency	Condition Data Collected	Frequency
British Columbia MoTI	Surface distress, rut depth, and IRI	Primary system every 2 years; secondary system every 2 to 4 years; and selected side roads every 4 years
Colorado DOT	Cracking, rut depth, and IRI	Annually
Florida DOT	Surface distress, faulting, rut depth, and IRI	Annually
Idaho DOT	Surface distress, rut depth, and IRI	Annually
Indiana DOT	Surface distress, rut depth, and IRI	Annually
Iowa DOT	Cracking, rut depth, faulting, D-cracking, joints spalling, and IRI	Every 2 years
Kentucky Transportation Cabinet	Surface distress, faulting, rut depth, and IRI	Annually
Louisiana DOTD	Cracking, patching, faulting, rut depth, and IRI	Annually
Long-Term Pavement Performance (LTPP)	Surface distress, faulting, rut depth, and longitudinal profile	Every 2 years

Table 5. Condition survey data collection and frequency. (continued).

Agency	Condition Data Collected	Frequency
Maryland State Highway Administration (SHA)	Cracking, rut depth, and IRI	Annually
Nebraska Department of Roads (DOR)	Surface distress, faulting, rut depth, and IRI	Annually
New Mexico DOT	Surface distress and faulting	Annually
North Carolina DOT	Surface distress, faulting, rut depth, and IRI	Annually on interstate and primary roads
Oklahoma DOT	Surface distress, faulting, rut depth, and IRI	NHS every year and non-NHS every 2 years
Oregon DOT	Surface distress, faulting, rut depth, and IRI	Annually
Pennsylvania DOT	Surface distress, faulting, rut depth, and IRI	Annually
Virginia DOT	Surface distress, rut depth, and IRI	Annually
Washington DOT	Surface distress, faulting, rut depth, and IRI	Annually

In addition, as of 2010, the Federal Highway Administration (FHWA) requires that IRI be collected annually on roads comprising the NHS, which includes interstates, while the non-NHS routes may still be collected on a 2-year cycle (FHWA 2010). It is expected that this change in the required reporting cycle has influenced the frequency with which State highway agencies collect pavement condition data. In addition, there are new pavement condition data items that are required for the HPMS submittal, including rut depth, faulting, and cracking data. For additional details on HPMS data collection and reporting, see the [HPMS Field Manual](#) (FHWA 2010).

Manual, Semi-Automated, and Automated Surveys

Data collection technology is one of the most rapidly evolving areas of pavement management. The development and application of ultrasonic, infrared, laser sensors, and high-speed computer processing have contributed greatly to the ability of transportation agencies to collect large volumes of pavement condition data quickly and efficiently. More recently, line and area scan digital video cameras have facilitated fully or semi-automated crack detection. The following briefly describes the primary methods for collecting pavement condition data.

- **Manual surveys** – Manual surveys are conducted by walking or traveling at slow speed and noting the existing surface distress. Manual surveys may be limited to selected segments or span the entire roadway length. Distresses are generally recorded on paper, but there is an increasing trend to enter the survey results directly into computers or hand-held devices. Rut depth and/or faulting are typically estimated by taking manual spot measurements.

2023 THE CITY OF NEW FAIRVIEW STREET INVENTORY

Segment	Street	Pvmt Type	Width	Length	Sq Footage	Miles	2020 PCI	2022 PCI	2023 PCI	Change
50	Aydelotte Ct	Asphalt	25	638	15950	0.1	48	45	43	-2
83	B Judge	Asphalt	20	2085	41700	0.4	63	60	56	-4
65	Branding Iron	Asphalt	25	3166	79150	0.6	47	99	97	-2
13	Brazos	Asphalt	29	284	8236	0.1	55	55	54	-1
12	Brazos	Asphalt	29	1005	29145	0.2	68	68	67	-1
10	Brazos	Asphalt	85	55	4675	0.0	70	70	69	-1
9	Brazos	Asphalt	29	243	7047	0.0	72	71	77	6
11	Brazos	Asphalt	29	250	7250	0.0	72	71	77	6
68	Chisholm Hills	Asphalt	25	4611	115275	0.9	58	50	48	-2
66	Chisholm Hills	Asphalt	25	1828	45700	0.3	65	65	64	-1
67	Chisholm Hills Ct	Asphalt	25	851	21275	0.2	48	46	44	-2
62	Creasser Ln	Asphalt	25	1106	27650	0.2	49	48	47	-1
74	Dove Hollow Rd	Concrete	31	1795	55645	0.3	0	99	99	0
75	Dove Hollow Rd	Concrete	31	1817	56327	0.3	0	99	99	0
1	Graham	Gravel	24	1020	24480	0.2	70	52	66	14
84	Graham	Gravel	22	2405	52910	0.5	70	69	68	-1
80	Graham	Concrete	22	900	19800	0.2	70	52	100	48
56	Hawkins Way	Asphalt	25	1021	25525	0.2	68	68	68	0
45	Hilltop	Asphalt	25	1345	33625	0.3	52	52	50	-2
43	Hilltop	Asphalt	25	1151	28775	0.2	54	54	53	-1
47	Hilltop	Asphalt	25	635	15875	0.1	54	54	53	-1
41	Hilltop	Asphalt	25	2826	70650	0.5	59	59	58	-1
52	Hilltop	Asphalt	25	1359	33975	0.3	47	99	98	-1
44	Hilltop Ct	Asphalt	25	523	13075	0.1	52	99	96	-3
79	Hunters Court	Concrete	31	652	20212	0.1	0	99	99	0
77	Hunters Way	Concrete	31	752	23312	0.1	0	99	99	0
78	Hunters Way	Concrete	31	410	12710	0.1	0	99	99	0
46	Judge Ct	Asphalt	25	1270	31750	0.2	51	99	98	-1
19	Justin Ct	Gravel	25	873	21825	0.2	70	70	69	-1
53	Lange Way	Asphalt	25	604	15100	0.1	48	48	47	-1
57	Lange Way	Asphalt	25	326	8150	0.1	63	62	60	-2
63	Lange Way	Asphalt	25	652	16300	0.1	50	99	97	-2
64	Lange Way	Asphalt	25	1993	49825	0.4	50	99	97	-2

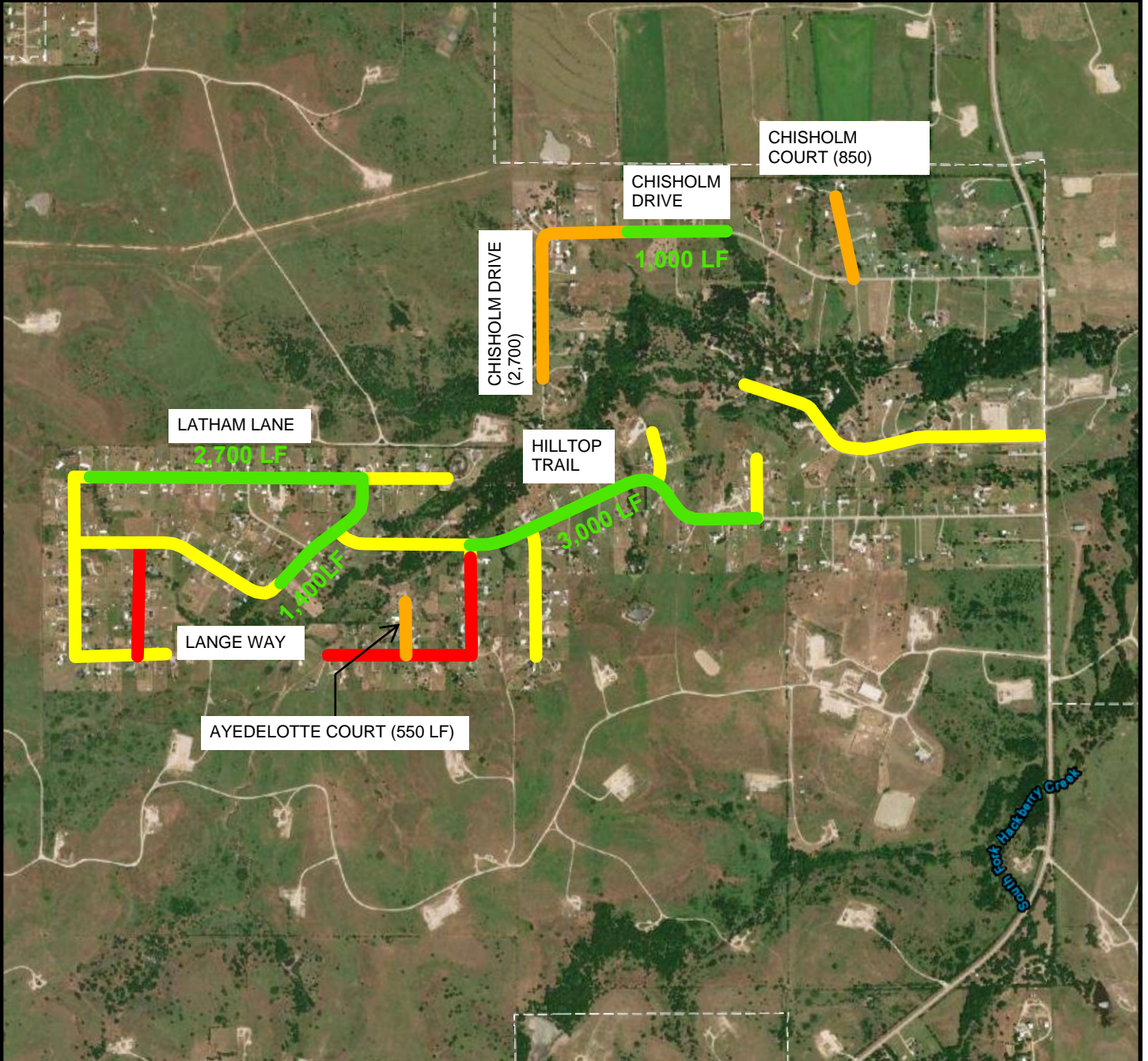
2023 THE CITY OF NEW FAIRVIEW STREET INVENTORY

Segment	Street	Pvmt Type	Width	Length	Sq Footage	Miles	2020 PCI	2022 PCI	2023 PCI	Change
55	Latham Ln	Asphalt	25	1136	28400	0.2	49	49	47	-2
58	Latham Ln	Asphalt	25	1714	42850	0.3	55	49	47	-2
54	Latham Ln	Asphalt	25	852	21300	0.2	49	99	98	-1
59	Layfield Ln	Asphalt	25	641	16025	0.1	51	99	97	-2
60	Layfield Ln	Asphalt	25	1094	27350	0.2	50	99	97	-2
18	Martindale	Gravel	25	4156	103900	0.8	77	76	74	-2
6	Montana	Asphalt	30	446	13380	0.1	50	99	98	-1
73	Montana	Concrete	25	40	1000	0.0	73	99	98	-1
42	Morgan Pl	Asphalt	25	592	14800	0.1	50	99	98	-1
14	Pedernales	Asphalt	29	210	6090	0.0	62	61	60	-1
16	Pedernales	Asphalt	80	65	5200	0.0	66	65	64	-1
15	Pedernales	Asphalt	29	981	28449	0.2	68	67	66	-1
71	pedernales	Asphalt	29	981	28449	0.2	71	70	69	-1
17	Pedernales Ct	Asphalt	29	374	10846	0.1	74	73	71	-2
72	Pioneer Rd	Asphalt	25	5875	146875	1.1	61	60	59	-1
69	Pioneer Rd	Gravel	25	16328	408200	3.1	58	70	70	0
76	Quail Run Ln	Concrete	31	765	23715	0.1	0	99	99	0
8	Rio rancho	Asphalt	29	221	6409	0.0	72	70	69	-1
7	Rio rancho	Asphalt	47	172	8084	0.0	73	72	71	-1
81	S. County Line Rd	Asphalt	20	1297	25940	0.2	71	70	68	-2
82	S. County Line Rd	Concrete	25	10,182	254550	1.9	0	99	98	-1
5	Sky View Ct	Asphalt	27	1398	37746	0.3	76	72	71	-1
2	Sky Way	Asphalt	38	114	4332	0.0	76	72	71	-1
3	Sky Way	Asphalt	27	1056	28512	0.2	76	72	71	-1
4	Sky Way	Asphalt	27	419	11313	0.1	76	71	71	0
61	Stewart St	Asphalt	25	633	15825	0.1	51	99	97	-2
73	Sunset Mesa	Asphalt	26	1810	47060	0.3	0	99	97	-2
51	Wilson Ct	Asphalt	25	807	20175	0.2	48	45	43	-2
49	Wilson Ct	Asphalt	25	609	15225	0.1	50	48	46	-2
48	Wilson Ct	Asphalt	25	1091	27275	0.2	55	54	52	-2
Totals and Averages				96,510.00	2,462,174.00	18.3	53	74	74	0





EXHIBIT A

ROADWAY IMPROVEMENTS
CITY OF NEW FAIRVIEW

January 18, 2023



KEY TO FEATURES

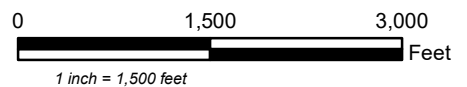
-  LIMITS OF PRIOR SURVEY
-  LIMITS OF ADDITIONAL SURVEY
-  RECONSTRUCTION BY WISE COUNTY
-  LIMITS OF NEEDED CONSTRUCTION- PLANS COMPLETED

NOTES

BACKGROUND IMAGE FROM
ESRI AERIALS

DATUM

NAD 1983 TEXAS STATE PLANE
NORTH CENTRAL ZONE FIPS 4202



CHISHOLM HILLS PHASE 2 OF ROADWAY RECONSTRUCTION PROJECT

STREET	LENGTH	PAVEMENT	DRAINAGE*	CONSTRUCTION COST W/ 10% CONTINGENCY	SURVEY	ENGINEERING	TOTAL
PAVING ONLY							
CHISHOLM HILLS DRIVE (Part 1)	2,700	\$ 300,000	\$ -	\$ 330,000	\$ -	\$ 13,500	\$ 343,500
CHISHOLM HILLS COURT	850	\$ 95,000	\$ -	\$ 104,500	\$ -	\$ 4,250	\$ 108,750
WILSON LANE	2,150	\$ 240,000	\$ -	\$ 264,000	\$ -	\$ 10,750	\$ 274,750
CREASSER LANE	1,100	\$ 120,000	\$ -	\$ 132,000	\$ -	\$ 5,500	\$ 137,500
	6,800			\$ 830,500			\$ 864,500
PAVING AND DRAINAGE							
AYDELOTTE COURT	550	\$ 100,000	\$ 25,000	\$ 137,500	\$ -	\$ 4,400	\$ 141,900
LATHAM LANE**	2,700	\$ 450,000	\$ 160,000	\$ 671,000	\$ 14,850	\$ 52,650	\$ 738,500
LANGE WAY	1,400	\$ 230,000	\$ 100,000	\$ 363,000	\$ 7,000	\$ 25,200	\$ 395,200
HILLTOP TRAIL	3,000	\$ 480,000	\$ 210,000	\$ 759,000	\$ 15,000	\$ 60,000	\$ 834,000
CHISHOLM HILLS DRIVE (Part 2)	1,000	\$ 170,000	\$ 70,000	\$ 264,000	\$ 5,000	\$ 18,000	\$ 287,000
	8,650			\$ 2,194,500			\$ 2,396,600
PAVEMENT MAINTENANCE							
HILLTOP MAINTENANCE	2,800	\$ 115,000	\$ -	\$ 126,500	\$ -	\$ 8,400	\$ 134,900
CHISHOLM DRIVE MAINTENANCE	3,200	\$ 130,000	\$ -	\$ 143,000	\$ -	\$ 12,800	\$ 155,800
PEDERNALES/RIO RANCHES	1,050	\$ 42,500	\$ -	\$ 46,750	\$ -	\$ 4,200	\$ 50,950
	7,050			\$ 316,250			\$ 341,650
PHASE 2	22,500	\$ 2,472,500	\$ 565,000	\$ 3,341,250	\$ 41,850	\$ 219,650	\$ 3,602,750

*: DRAINAGE PRICE WAS ASUMED TO REPLACE 75% OF DRIVEWAYS, AND ALL ROADWAY CULVERTS. COST COULD DECREASE SUFFICIENTLY IF DRAINAGE IS IN GOOD SHAPE.

**:. LATHAM LANE IS GOING THROUGH A CDBG APPLICATION CURRENTLY. COULD BE AWARDED UPWARDS OF \$500K FOR CONSTRUCTION.

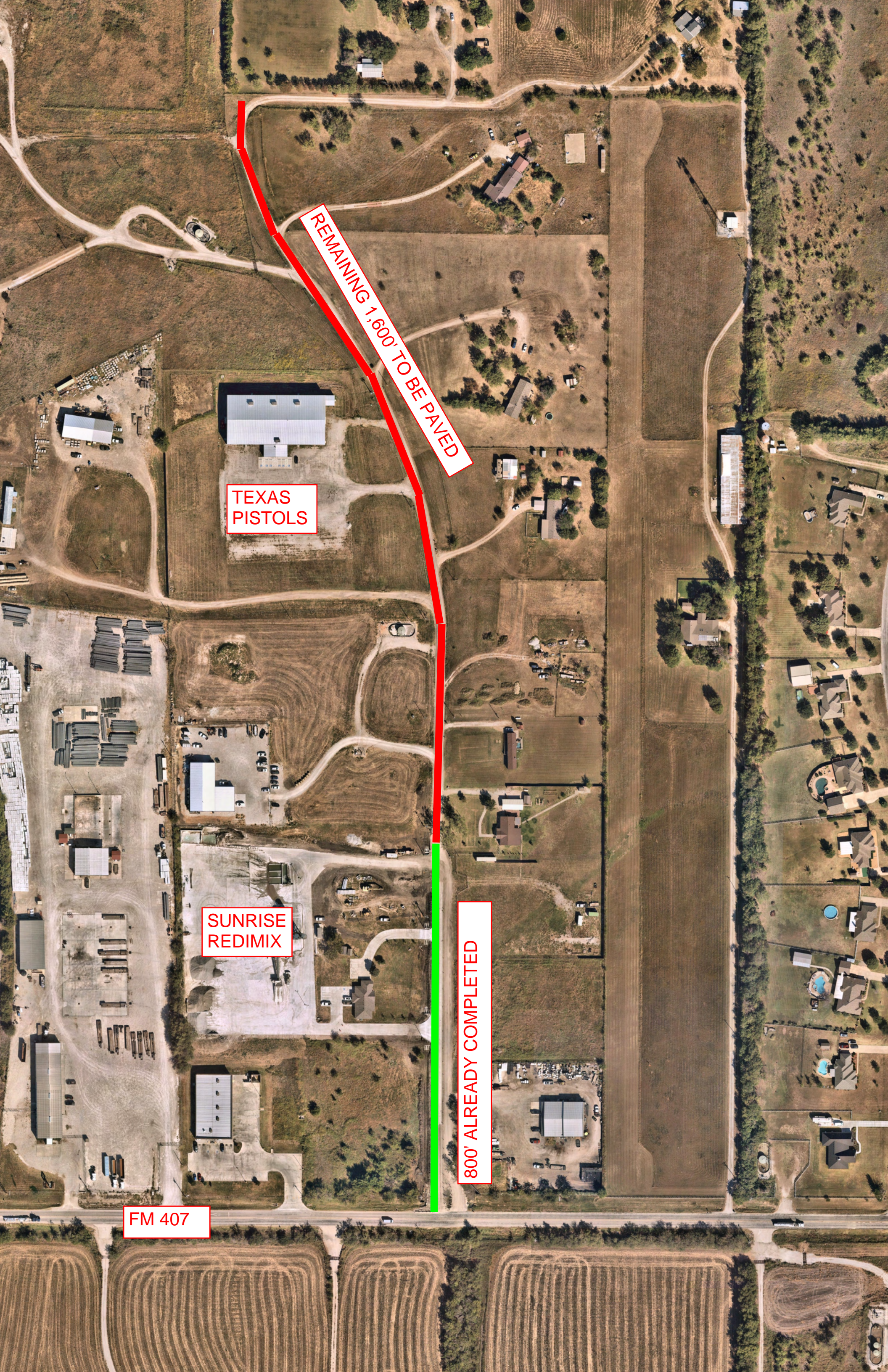
FM 407

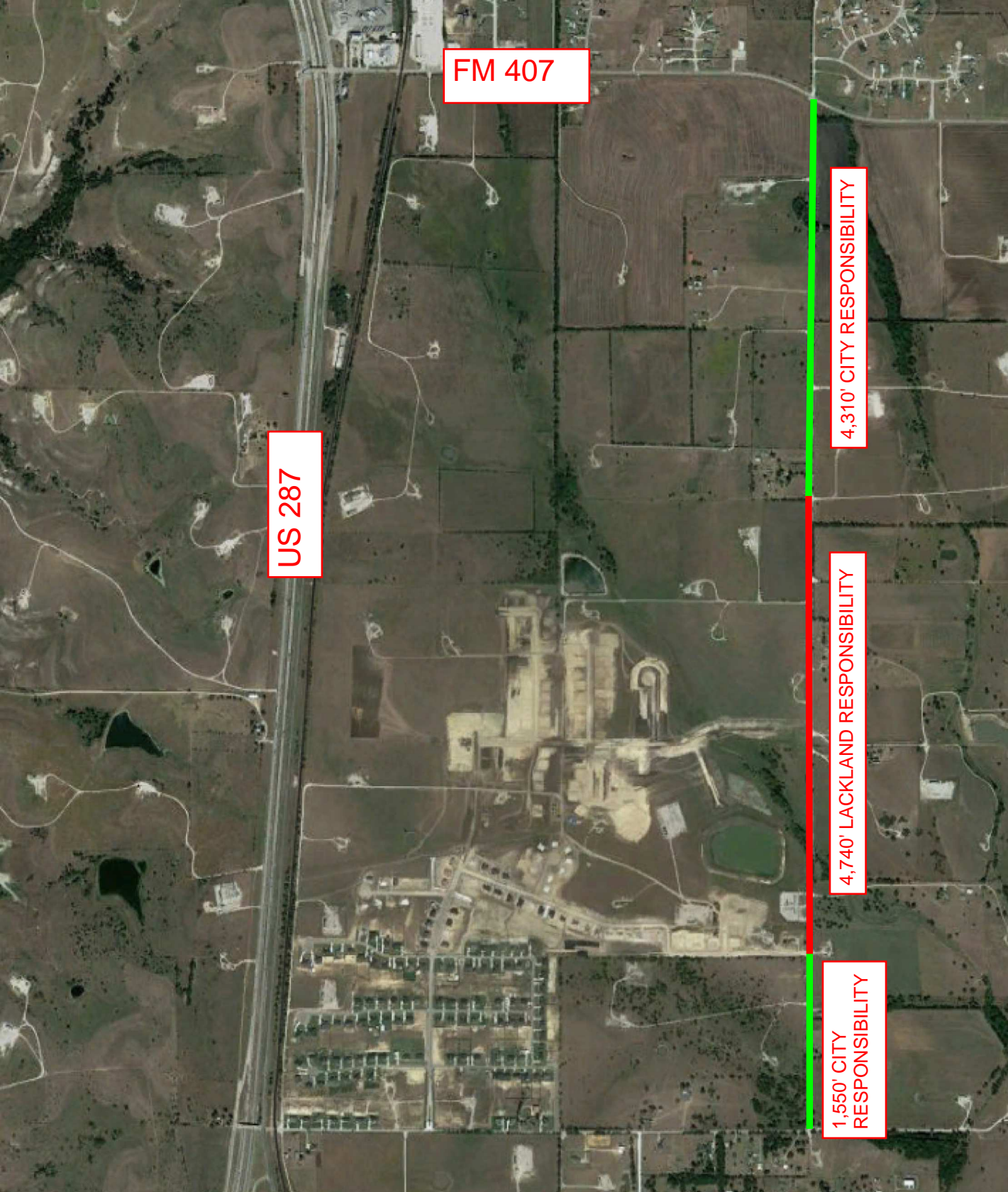
SUNRISE
REDIMIX

TEXAS
PISTOLS

REMAINING 1,600' TO BE PAVED

800' ALREADY COMPLETED





FM 407

US 287

4,310' CITY RESPONSIBILITY

4,740' LACKLAND RESPONSIBILITY

1,550' CITY RESPONSIBILITY

PIONEER ROAD AND GRAHAM ROAD RECONSTRUCTION PROJECT

STREET	LENGTH	PAVEMENT	DRAINAGE	CONSTRUCTION COST W/ 10% CONTINGENCY
PIONEER ROAD				
CITY RESPONSIBILITY OF PIONEER	5,860	\$ 1,475,000.00	\$ 415,000.00	\$ 2,080,000.00
LACKLAND RESPONSIBILITY (PHASES 1-5)	4,740	\$ 1,210,000.00	\$ 825,000.00	\$ 2,240,000.00
	10,600			\$ 4,320,000.00
GRAHAM ROAD				
GRAHAM ROAD (8.5" CONCRETE)	1,600	\$ 670,000.00	\$ 50,000.00	\$ 792,000.00
CITY TOTAL- GRAHAM ROAD AND PIONEER ROAD				
	7,460	\$ 2,145,000.00	\$ 465,000.00	\$ 2,872,000.00
CURRENT IMPACT FEE BALANCE IS AT <u>\$151,068.31</u>				
PALOMA RANCH: 317 UNITS, ~ <u>\$900,000</u>				
SETTLERS GLEN: 171 UNITS; ~ <u>\$475,000</u>				
<u>\$2,828.79</u> PER DWELLING UNIT				

B JUDGE LANE, 1,650 LF OF 22' WIDE ASPHALT

S. COUNTY LINE ROAD, 2,000 LF OF 26' WIDE CONCRETE

FM 407

S. COUNTY LINE ROAD AND B JUDGE RECONSTRUCTION PROJECT						
STREET	LENGTH	PAVEMENT	DRAINAGE	SURVEY	ENGINEERING	TOTAL COST
B JUDGE (22' WIDE ASPHALT)	1,650	\$ 338,000	\$ 94,000	\$ 14,000	\$ 50,000	\$ 496,000
S. COUNTY LINE ROAD (26' WIDE CONCRETE)	2,000	\$ 1,085,000	\$ 215,000	\$ 16,000	\$ 60,000	\$ 1,376,000
BOTH PROJECTS	3,650	\$ 1,423,000	\$ 309,000	\$ 30,000	\$ 110,000	\$ 1,872,000



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Susan Greenwood, Municipal Court Administrator

February 6, 2023

Court of Record

DESCRIPTION:

Receive a report and hold a discussion becoming a Court of Record for the City of New Fairview.

BACKGROUND INFORMATION:

Both non- record court and a court of record have jurisdiction over fine-only offenses, however a court of record also has authority over some civil proceedings under the Texas Government Code, the Texas Transportation Code, and Texas Local Government Code. Becoming a court of record gives the City more authority over junk vehicles, substandard buildings, health, safety, and nuisance offenses. However, the City Council must create the court of record through an Ordinance adopted by the City Council.

In a non-record municipal court, a defendant may appeal the judgment of the municipal court to the appellate court handling municipal court appeals, usually a county court at law or county court, and have a *trial de novo*, (i.e., a completely new trial on the entire case conducted as if there had been no trial in the first instance). A defendant may even skip a non-record municipal court altogether by entering a plea and appealing the case to the appellate court. This is informally referred to as a “leapfrog appeal.” The subsequent trial in the county court controls the outcome of the case. The trial de novo at the county level is eliminated by having a municipal court of record.

A court of record expedites the enforcement of code city-ordinance violations because defendants cannot avoid a municipal court proceeding (i.e., no “leapfrog appeals”). With a court of record, the city maintains local control over these violations, appeals are decreased because the violators cannot simply enter a plea and then appeal the case to the county. If a case is appealed and the judgment affirmed, the fine assessed at the municipal court level is imposed and collected by the municipal court.

A municipal court of record also has additional authority pursuant to Section 30.00005 of the Texas Government Code, and that section also gives the city’s governing body the authority to provide additional jurisdictional powers to the court by ordinance.

A non-court of record is not required to record any proceedings. A trial in a municipal court of record must be recorded, either by a court reporter or by an electronic recording device, if the defendant requests a record. A recording is required, since the appeal is based on the municipal court trial, rather than by *de novo* (new trial) proceedings at a county court. However, the Court can use the same equipment that is used for City Council Meetings. Disposition of the appeal is based on the transcript from the municipal court recording, the parties' briefs, and oral arguments, if any.

Additionally, a Record court requires that judges be licensed by the state as an attorney in good standing, who has practiced for at least two years. A non-record court doesn't require an attorney to be a judge. A judge of a municipal court of record has the authority to authorize administrative warrants for code enforcement, for example. authorize search warrants. Currently, our judge is not a licensed attorney. Staff will bring to Council resumes of qualified licensed attorneys that are interested in being appointed as our municipal court presiding judge.

Staff is also looking into qualified licensed attorneys that are interested in being appointed as our prosecutor dedicated to court services. The prosecutor does not have to be an attorney from the same firm as the city attorney, but must be appointed by the Council in order to prosecute.

FINANCIAL CONSIDERATION:

None, discussion only.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

None



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

February 6, 2023

City Social Media Policy

DESCRIPTION:

Receive a report and hold a discussion regarding a City Social Media Policy.

BACKGROUND INFORMATION:

“Social media” is defined as a form of electronic communication through which users create online communities to share information, ideas, personal messages, and other content. Social media has revolutionized how individuals interact with each other. These networks have also revolutionized how elected officials interact with constituents. Many cities in Texas are using social media as a tool to communicate with citizens. Rather than waiting until a monthly council meeting to hear from citizens in the “public comment” section of the agenda, cities are able to constantly interact with citizens through their Facebook page, city Twitter account, or YouTube channel.

City officials regularly use their social media accounts to engage with citizens. With this increased engagement, though, has come increased scrutiny. Not only should city officials be aware of the public outrage and political repercussions involved with social media posts but also their legal obligations and restrictions when using social media. As a result, municipalities are increasingly adopting social media best practices to guide and protect employees and elected officials.

The City of New Fairview encourages the use of social media to discuss city programs, services and messages in an effort to expand the organization's connection to community stakeholders. Unfortunately, the City does not have a social media policy to provide clear and concise guidelines for social media use, which are applicable to any individual who represents the city in an online public environment. Approved guidelines and policies will be subject to change as new technologies emerge. Key items:

- Staff research on social media best practices included a review of Texas Municipal League guidance on government social media participation, related legal issues, and other cities policies
- This policy is intended to empower all representatives of the city to use social media wisely and demonstrate personal accountability to the public.

- The proposed Council policy should help members address unique challenges such as (1) expression of personal vs. councilmember views; (2) compliance with state and federal law; (3) fostering constructive public dialogue; and (4) keeping the New Fairview community informed.

Social media platforms can be both a blessing and a curse to cities. The bottom line, though, is that social media usage will continue to increase, and cities must utilize social media tools to meaningfully engage with citizens. The most important thing we, as government officials, can do is to have social media policies in place and to revisit these policies on a regular basis to ensure that city policies are keeping up with emerging technologies. After ensuring these policies are in place, it is important to continue educating our city officials and staff to comply with and apply with policies consistently.

This agenda item was requested by the City Council.

FINANCIAL CONSIDERATION:

None, discussion only.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. Draft Social Media Policy
2. Presentation
3. Leander Social Media Policy
4. Collinsville Social Media Policy

Social Media Participation Policy City Council

The term “social media” refers to forms of electronic communication through which users create online communities to share information, ideas, personal messages and other content. Some examples include, but are not limited to, Internet-based platforms such as Facebook, Twitter, Instagram and YouTube.

Many local governments use social media as a tool to communicate with citizens. Rather than waiting until a regularly scheduled council meeting to receive citizen input, city officials are able to instantly interact with them via social media. Although this technology greatly increases communication outreach and efficiency, some restrictions are required in order to comport with federal and state law.

Commenting on City Accounts

The City of New Fairview uses social media to send and receive messages about city information, services and related programs with community stakeholders, including employees, vendors, citizens, media and other members of the public.

1. Similar others who engage with the City on social media, as an elected official you should understand the City’s current guidelines for public participation, which are subject to change as new technology and tools emerge.
2. Public comments are not allowed on the City-administered social media accounts.

Use of Personal Accounts

As a policy-making body, Council members are given more latitude than City employees to publicly express thoughts and opinions on local issues. However, elected as well as appointed officials should be aware of additional risks related to their general participation on social media.

1. Open Meetings Act – Communications between a quorum of Council members, Board or Commission members about public business, no matter the forum or time, can constitute a “meeting” to which the Texas Open Meetings Act applies. If the Act applies to a discussion, an agenda must be posted 72 hours in advance, and the public must be allowed to attend.

Therefore, Public Officials should consider the following when using personal social media accounts:

- a. Remove elected titles from profiles used to identify a personal social media account, and clearly state how constituents should communicate regarding public matters.
- b. Include an introductory statement in the profile or about section of your account that defines the purpose and topical scope of your page:

“This account is intended for personal use only. The views, postings, positions or opinions expressed on this site are my own and do not represent those of the City of New Fairview. If you are a citizen of New Fairview and would like to discuss city

business, please go to [official page] or contact me at [official email].”

- c. Redirect information to official government sources and avoid making posts related to your official duties or governmental bodies.
 - d. Redirect political dialogue requests to an alternative means of communication (i.e. email, phone or other preferred social media account).
 - e. Avoid commenting on local issues where other Council members are also participating in discussion.
 - f. Avoid making posts and/or comments on behalf of the City and/or the City Council and/or Planning and Zoning Commission or the Board/Committee on which you serve or to which you were appointed.
 - g. Avoid making posts and/or comments in your official capacity as an elected – or appointed - official.
 - h. Avoid making posts and/or comments regarding City business.
2. Public Information Act – State law clarifies the definition of “public information” as information that is written, produced, collected, assembled, or maintained in connection with the transaction of official business, which includes email, Internet posting, text message, instant message, and other electronic communication.

Therefore, you should consider the following:

- a. Hide, rather than delete, clearly inappropriate public comments on your personal or official social media account, if possible. In some cases, these comments may still be subject to verification or public disclosure in the future. When in doubt, don't delete it.
 - b. Avoid responding to inappropriate comments or personal attacks on social media. If the commenter persists, redirect them to an alternate method of communication (i.e. email).
 - c. Be aware that a personal social media account, depending on its content, may still be subject to the Public Information Act.
3. First Amendment – More constituents are posting comments on elected or appointed officials' personal pages to voice concerns on public issues. Once an elected (or even appointed) official's social media page is opened for political discussion, it is transformed into a public forum for speech and debate, instantly granting every user a First Amendment right to comment.

Therefore, you should consider the following:

- a. Limit open-ended political and city business discussions from your personal social media accounts and redirect dialogue requests to an alternate channel.
- b. When in doubt, don't block users. Especially those with whom you have previously engaged. If you must, consult with legal counsel first, and then document your actions and reasons for blocking.

Use of Official Accounts

If you choose to create a social media account to engage with constituents, a best practice is to keep this account distinct and separate from other personal accounts that you maintain.

Elected officials increasingly use social media for reelection purposes as well. However, mixing campaign and constituent communications from the same account could put you at risk for violating laws that prohibit using government resources for political purposes.

Therefore, you should consider the following:

1. **Make it official** – Your account profile, description and photo should clearly indicate your position as a member of the New Fairview City Council and your intent to use the account as a way of communicating with constituents.
2. **Your account is a public forum** – Your engagement with the public on social media as an elected official establishes your platform as a limited public forum, which affords users the right to comment on content you publish. It also means that any speech restrictions or censorship is subject to strict scrutiny, and First Amendment activities generally may not be prohibited. So, when in doubt, don't delete it.
3. **Prohibited content is defined by City policy** – For consistency, consider managing prohibited content on your accounts in the same way City-administered accounts are managed.
4. **Campaign separately** – Council members in office should not use City administered or funded social media accounts for electioneering. It's equivalent to campaigning from the dais during a public meeting, which may violate state law.
5. **Involve legal counsel** – If you are unsure about publishing certain content, or feel you are justified in the removal of content, involve legal counsel before making a decision.

General Guidelines

1. **Be transparent** – Your honesty will be quickly noticed in the social media environment. If your private sector work could present a conflict of interest, be the first to point it out. And be clear about why you support, or don't support, certain policies or programs.
2. **Be judicious** – Make sure your efforts to be transparent do not violate any applicable legal guidelines for external communication. Consult with legal counsel before sharing conversations that are meant to be private or internal to the City or any other public entities. What is published is widely accessible, not easily retractable, and will be around for a long time, so consider the content carefully. Also, be aware that the social media account and anything published on that social media account may be subject to the Public Information Act.
3. **Be knowledgeable** – Write in first-person and consider linking to your information sources. If you publish to a website outside of the City, consider using a clarifier such as: "These comments and opinions reflect my position as one member of New Fairview City Council" (or Planning And Zoning Commission or Board) If you have any questions about complying with brand, trademark, copyright, fair use, confidentiality, or financial disclosure laws, seek an opinion from legal counsel.
4. **Be perceptive** – In online social networks, the lines between public and private, personal and professional are often blurred. By identifying yourself as an elected official, you are creating

perceptions about your expertise and the City. Be sure that all content associated with you is consistent with the City's values and professional standards.

5. **Be conversational** – Talk to your readers like you would talk to people in professional situations. Avoid overly “composed” language. Bring in your own personality and say what is on your mind. Consider content that is open-ended and invites response. Encourage comments. Broaden the conversation by citing others who are commenting about the same topic and allow your content to be shared.
6. **Be excited** – The City is making important contributions to the community, state and nation, as well as to public dialogue on a broad range of issues. Our activities are focused on providing services and innovation that benefits citizens and stakeholders. Share what the City of New Fairview is learning and doing, and open up social media channels to learn from others.
7. **Be valuable** – There is a lot of written content in the social media environment. The best way to reach an audience is to write about things that they value. Social communication from City leaders should help citizens, partners and families. It should be thought-provoking and build a sense of community. If it helps people improve knowledge or skills, build their businesses, do their jobs, solve problems, or understand the City better, then it adds value.
8. **Be responsible** – What you write is ultimately your responsibility. Pause. If you are about to publish something that makes you even the slightest bit uncomfortable, don't publish. If you are still unsure, you might want to check with the Public Information Officer or legal counsel. Ultimately, what you publish is yours, but so is the responsibility and potential consequence.
9. **Mistakes happen** – If you make a mistake, admit it. Be upfront and quick with your correction. If you are posting to a blog, you could choose to modify an earlier post. Make it clear that you have done so.

Records Retention

1. Because of your position as an elected official, activity on your social media accounts may create public records. Any content (messages, posts, photographs, videos, etc.) created or received using a social media account may be considered a record.

Therefore, you should consider the following:

- a. The City does not archive or manage Council member social media accounts. You are solely responsible for the retention and archival of content published to your individual accounts.
 - b. When in doubt, don't delete content without consulting with legal counsel first.
2. Social media content administered by City employees, and intended for public access and comments, will follow a minimum retention period of two years, as established by the Texas State Library and Archives Commission. This includes, for example, Council or Planning and Zoning Commission member comments posted on City accounts, if commenting is permitted.
 3. When applicable, the City will use a software-assisted social media capture tool to obtain and archive an authentic copy of monitored content. This includes, for example, Council member or or Planning and Zoning Commission comments posted on City accounts, if commenting is permitted.

Definitions

For the purposes of this policy, unless otherwise stated, the following definitions apply:

1. Comment – a message posted by site visitors, either in response to an existing topic or introducing a new topic. In general, the content of comments is controlled solely by the user, but often can be deleted, accepted or rejected prior to publishing by the site.
2. Connections – Any deliberate links between a user and a social media channel or page, whether it is initiated by the individual or by the site moderator. Terms used by various sites to describe a connection include friend, fan, follower or subscriber.
3. Limited forum – a public forum created by the government voluntarily for expressive activity that may be restricted as to subject matter or class of speaker. Forum restrictions must be able to withstand strict judicial scrutiny of its effect on First Amendment rights.
4. Post – In relation to social media accounts or online activity, anything published in an online forum or social media account.
5. Social media – Internet based third-party platforms that facilitate interaction and engagement among individuals in a network or virtual community. Social media often offers a participatory environment and includes user-generated content such as videos, photos, videos, blogs, and wikis.

Violation of Policy

This policy is not meant to circumvent or bypass any of the other processes, policies or laws that are applicable to the City Council, Planning and Zoning Commission or City appointed Boards and Committees. Social media activity and conduct by Council members should not only comply with these policy terms, but all other processes, policies and laws that may apply as well.

Policy Updates

The City Council reserves the right to update these terms of use at any time.

Ethics, Elections & Council Governance

Proposed City Public Official Social Media Policy

New Fairview City Council Meeting

February 6, 2022

IMPACT OF SOCIAL MEDIA

- ❖ Social media has revolutionized the ability of its users to share and exchange information, ideas, and views amongst virtual communities and networks; and
- ❖ Governmental bodies and agencies use social media to educate and provide general information to the public and, in doing so, often foster citizen participation and engagement in discussions concerning matters affecting the general population and current events; and

IMPACT OF SOCIAL MEDIA

- ❖ Elected city officials routinely utilize social media to communicate with their constituents concerning matters affecting them so social media use has become an important tool of outreach for city officials; and
- ❖ As community leaders, city officials must be mindful of the public trust each holds when using social media to communicate ideas and views amongst their respective social media networks; and

PROPOSED CITY OFFICIALS' SOCIAL MEDIA POLICY

- ❖ Applies to all elected and appointed City Public officials (Mayor, the City Council Members, appointed Board and Commission members)
- ❖ Objective: To provide City officials with:
 - ❖ Recommended guideline as best practices for city officials' accuracy, accountability, and sensitivity on social media consistent with elected city officials' commitment to the best interest of the City; and
 - ❖ Reminders of the laws potentially implicated when city official use social media to communicate with constituents concerning matters related to City business.

SCOPE OF PROPOSED CITY OFFICIALS' SOCIAL MEDIA POLICY

The recommended best practices contained in the proposed city officials' social media policy can be categorized into three core disciplines:

1. Separate personal and government social media accounts—Clear lines of delineation
2. Accuracy and accountability
3. Sensitivity and impact

BEST PRACTICES: SEPARATE PERSONAL AND GOVERNMENT SOCIAL MEDIA ACCOUNTS

- ❖ City officials should not use social media in a manner that violates the Texas Public Information Act (Chap. 552, Texas Government Code) & any applicable records retention laws or schedules.
- ❖ From time to time, city officials will have access to information that is considered privileged or confidential under Texas or federal law.

BEST PRACTICES: SEPARATE PERSONAL AND GOVERNMENT SOCIAL MEDIA ACCOUNTS

- ❖ Such information may be exempt from public disclosure and there may be penalties or other consequences for inappropriate disclosure.
- ❖ City officials must be particularly careful to protect against the inadvertent disclosure of confidential or privileged information on social media.

BEST PRACTICES: SEPARATE PERSONAL AND GOVERNMENT SOCIAL MEDIA ACCOUNTS (CONT.)

- ❖ City officials should exercise caution with respect to comments they post, particularly those concerning the City and the business of the City.
- ❖ City officials should be mindful that posting and engaging in a discussion of City-related content/matters on social media may violate the Texas Open Meetings Act (Chapter 551, Texas Government Code).

BEST PRACTICES: SEPARATE PERSONAL AND GOVERNMENT SOCIAL MEDIA ACCOUNTS

- ❖ City officials should not reveal any confidential or privileged information about the City, its constituents, its employees, or its contractors on social media.
- ❖ City officials should be cautious in using the City seal or logo on personal social media sites.

BEST PRACTICES: SEPARATE PERSONAL AND GOVERNMENT SOCIAL MEDIA ACCOUNTS

- ❖ City officials are prohibited under section 255.003 of the Texas Election Code from knowingly authorizing the spending of public funds for political advertising on a social media platform. This includes the use of City resources, such as city staff, city time, and city-owned devices to manage campaign social media accounts or to post communications supporting or opposing a candidate for nomination or election to a public office or office of a political party, a political party, a public officer, or a measure that appears on an internet website.

BEST PRACTICES: ACCURACY AND ACCOUNTABILITY

- ❖ City officials should be accurate when posting information on social media, and quickly correct any mistakes, misstatements and/or factual errors upon discovery.
- ❖ City officials are expected to conduct themselves on all social media platforms in a manner consistent with the City's policies and ethical standards of conduct,

BEST PRACTICES: ACCURACY AND ACCOUNTABILITY

- ❖ City officials should refrain from using social media accounts to communicate with City employees/City volunteers about City-related matters.
- ❖ City officials must ensure they are not using social media to engage in activities that use their official position or the city's facilities/equipment/supplies for the private gain or advantage of the official or others or uses or attempt to use their position to secure special advantage for themselves or /others.

BEST PRACTICES: SENSITIVITY AND IMPACT

- ❖ The City strives to be professional in its operations and processes. City officials are strongly encouraged to consider the potential impact of social media statements prior to posting, understanding that members of the public who may appear before City Council come from all walks of life.
- ❖ Public comments, in any forum – including on personal and government social media accounts – that contain racial slurs, profane language or acronyms for profane language, express bigotry toward a group based on race, religion, national origin, sexual orientation, gender, gender identity or any other legally protected classification may reflect poorly on the City

BEST PRACTICES: SENSITIVITY AND IMPACT

- ❖ City officials should not use government social media accounts to post or share information that is obscene, encourages or promotes illegal activity, or depicts City property, equipment or personnel in any manner that would be considered defamatory or libelous.
- ❖ City officials should consider whether their liking, sharing, retweeting or commenting on any social media posts could be perceived as an endorsement of or about the City, its employees, constituents, other public officials, suppliers, vendors, or contractors.

QUESTIONS?

Social Media Participation Policy City Council

The term “social media” refers to forms of electronic communication through which users create online communities to share information, ideas, personal messages and other content. Some examples include, but are not limited to, Internet-based platforms such as Facebook, Twitter, Instagram and YouTube.

Many local governments use social media as a tool to communicate with citizens. Rather than waiting until a regularly scheduled council meeting to receive citizen input, city officials are able to instantly interact with them via social media. Although this technology greatly increases communication outreach and efficiency, some restrictions are required in order to comport with federal and state law.

Commenting on City Accounts

The City of Leander uses social media to send and receive messages about city information, services and related programs with community stakeholders, including employees, vendors, citizens, media and other members of the public.

1. Similar others who engage with the City on social media, as an elected official you should understand the City’s current guidelines for public participation, which are subject to change as new technology and tools emerge.
2. Public comments may be removed from City-administered social media accounts if they contain any one or more of the following:
 - a. Vulgar, physically threatening or harassing language.
 - b. Content that promotes, fosters, or perpetuates discrimination on the basis of race, religion, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income or other protected status under applicable law.
 - c. Inappropriate sexual content or similar links.
 - d. Private or otherwise confidential information.
 - e. Content that promotes illegal activity or encouragement of actions that may compromise public safety.
 - f. Content that violates a legal ownership interest of any other party.
 - g. Comments not topically related to the original article or post.
 - h. Comments in support of or opposition to political candidates, campaigns or ballot measures during an election season.

- i. Promoting or advertising a commercial transaction, organization or event that is not sponsored or in direct relationship with the City.
- j. Organized political activity.
- k. Information that may compromise the safety or security of the public or public systems.

Use of Personal Accounts

As a policy-making body, Council members are given more latitude than City employees to publicly express thoughts and opinions on local issues. However, as an elected official, you should be aware of additional risks related to your general participation on social media.

1. Open Meetings Act – Communications between a quorum of Council members about public business, no matter the forum or time, can constitute a “meeting” to which the Texas Open Meetings Act applies. If the Act applies to a discussion, an agenda must be posted 72 hours in advance, and the public must be allowed to attend.

Therefore, you should consider the following when using personal social media accounts:

- a. Remove elected titles from profiles used to identify a personal social media account, and clearly state how constituents should communicate regarding public matters.
- b. Include an introductory statement in the profile or about section of your account that defines the purpose and topical scope of your page:

“This account is intended for personal use only. The views, postings, positions or opinions expressed on this site are my own and do not represent those of the City of Leander. If you are a citizen of Leander and would like to discuss city business, please go to [official page] or contact me at [official email].”

- c. Redirect information to official government sources and avoid making posts related to your official duties or governmental bodies.
- d. Redirect political dialogue requests to an alternative means of communication (i.e. email, phone or other preferred social media account).
- e. Avoid commenting on local issues where other Council members are also participating in discussion.
- f. Avoid making posts and/or comments on behalf of the City and/or the City Council.
- g. Avoid making posts and/or comments in your official capacity as an elected official.
- h. Avoid making posts and/or comments regarding City business.

2. Public Information Act – State law clarifies the definition of “public information” as information that is written, produced, collected, assembled, or maintained in connection with the transaction of official business, which includes email, Internet posting, text message, instant message, and other electronic communication.

Therefore, you should consider the following:

- a. Hide, rather than delete, clearly inappropriate public comments on your personal or official social media account, if possible. In some cases, these comments may still be subject to verification or public disclosure in the future. When in doubt, don’t delete it.
 - b. Avoid responding to inappropriate comments or personal attacks on social media. If the commenter persists, redirect them to an alternate method of communication (i.e. email).
 - c. Be aware that a personal social media account, depending on its content, may still be subject to the Public Information Act.
3. First Amendment – More constituents are posting comments on elected officials’ personal pages to voice concerns on public issues. Once an elected official’s social media page is opened for political discussion, it is transformed into a public forum for speech and debate, instantly granting every user a First Amendment right to comment.

Therefore, you should consider the following:

- a. Limit open-ended political and city business discussions from your personal social media accounts and redirect dialogue requests to an alternate channel.
- b. When in doubt, don’t block users. Especially those with whom you have previously engaged. If you must, consult with legal counsel first, and then document your actions and reasons for blocking.

Use of Official Accounts

If you choose to create a social media account to engage with constituents, a best practice is to keep this account distinct and separate from other personal accounts that you maintain.

Elected officials increasingly use social media for reelection purposes as well. However, mixing campaign and constituent communications from the same account could put you at risk for violating laws that prohibit using government resources for political purposes.

Therefore, you should consider the following:

1. Make it official – Your account profile, description and photo should clearly indicate your position as a member of the Leander City Council and your intent to use the account as a way of communicating with constituents.
2. Your account is a public forum – Your engagement with the public on social media as an elected official establishes your platform as a limited public forum, which affords users the right to comment on content you publish. It also means that any speech restrictions or

editorship is subject to strict scrutiny, and First Amendment activities generally may not be prohibited. So, when in doubt, don't delete it.

3. Prohibited content is defined by City policy – For consistency, consider managing prohibited content on your accounts in the same way City-administered accounts are managed.
4. Campaign separately – Council members in office should not use City administered or funded social media accounts for electioneering. It's equivalent to campaigning from the dais during a public meeting, which may violate state law.
5. Involve legal counsel – If you are unsure about publishing certain content, or feel you are justified in the removal of content, involve legal counsel before making a decision.

General Guidelines

1. Be transparent – Your honesty will be quickly noticed in the social media environment. If your private sector work could present a conflict of interest, be the first to point it out. And be clear about why you support, or don't support, certain policies or programs.
2. Be judicious – Make sure your efforts to be transparent do not violate any applicable legal guidelines for external communication. Consult with legal counsel before sharing conversations that are meant to be private or internal to the City or any other public entities. What is published is widely accessible, not easily retractable, and will be around for a long time, so consider the content carefully. Also, be aware that the social media account and anything published on that social media account may be subject to the Public Information Act.
3. Be knowledgeable – Write in first-person and consider linking to your information sources. If you publish to a website outside of the City, consider using a clarifier such as: "These comments and opinions reflect my position as one member of Leander City Council." If you have any questions about complying with brand, trademark, copyright, fair use, confidentiality, or financial disclosure laws, seek an opinion from legal counsel.
4. Be perceptive – In online social networks, the lines between public and private, personal and professional are often blurred. By identifying yourself as an elected official, you are creating perceptions about your expertise and the City. Be sure that all content associated with you is consistent with the City's values and professional standards.
5. Be conversational – Talk to your readers like you would talk to people in professional situations. Avoid overly "composed" language. Bring in your own personality and say what is on your mind. Consider content that is open-ended and invites response. Encourage comments. Broaden the conversation by citing others who are commenting about the same topic and allow your content to be shared.
6. Be excited – The City is making important contributions to the community, state and nation, as well as to public dialogue on a broad range of issues. Our activities are focused on providing services and innovation that benefits citizens and stakeholders. Share what Leander is learning and doing, and open up social media channels to learn from others.

7. Be valuable – There is a lot of written content in the social media environment. The best way to reach an audience is to write about things that they value. Social communication from City leaders should help citizens, partners and families. It should be thought-provoking and build a sense of community. If it helps people improve knowledge or skills, build their businesses, do their jobs, solve problems, or understand the City better, then it adds value.
8. Be responsible – What you write is ultimately your responsibility. Pause. If you are about to publish something that makes you even the slightest bit uncomfortable, don't publish. If you are still unsure, you might want to check with the Public Information Officer or legal counsel. Ultimately, what you publish is yours, but so is the responsibility and potential consequence.
9. Mistakes happen – If you make a mistake, admit it. Be upfront and quick with your correction. If you are posting to a blog, you could choose to modify an earlier post. Make it clear that you have done so.

Records Retention

1. Because of your position as an elected official, activity on your social media accounts may create public records. Any content (messages, posts, photographs, videos, etc.) created or received using a social media account may be considered a record.

Therefore, you should consider the following:

- a. The City does not archive or manage Council member social media accounts. You are solely responsible for the retention and archival of content published to your individual accounts.
 - b. When in doubt, don't delete content without consulting with legal counsel first.
2. Social media content administered by City employees, and intended for public access and comments, will follow a minimum retention period of two years, as established by the Texas State Library and Archives Commission. This includes Council member comments posted on City accounts.
 3. When applicable, the City will use a software-assisted social media capture tool to obtain and archive an authentic copy of monitored content. This includes Council member comments posted on City accounts.

Definitions

For the purposes of this policy, unless otherwise stated, the following definitions apply:

1. Comment – a message posted by site visitors, either in response to an existing topic or introducing a new topic. In general, the content of comments is controlled solely by the user, but often can be deleted, accepted or rejected prior to publishing by the site or page administrator.

2. Connections – Any deliberate links between a user and a social media channel or page, whether it is initiated by the individual or by the site moderator. Terms used by various sites to describe a connection include friend, fan, follower or subscriber.
3. Limited forum – a public forum created by the government voluntarily for expressive activity that may be restricted as to subject matter or class of speaker. Forum restrictions must be able to withstand strict judicial scrutiny of its effect on First Amendment rights.
4. Post – In relation to social media accounts or online activity, anything published in an online forum or social media account.
5. Social media – Internet based third-party platforms that facilitate interaction and engagement among individuals in a network or virtual community. Social media offers a participatory environment and includes user-generated content such as videos, photos, videos, blogs, and wikis.

Violation of Policy

This policy is not meant to circumvent or bypass any of the other processes, policies or laws that are applicable to the City Council. Social media activity and conduct by Council members should not only comply with these policy terms, but all other processes, policies and laws that may apply as well.

Policy Updates

The City Council reserves the right to update these terms of use at any time.

RESOLUTION NO. R 703-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLINSVILLE, TEXAS, APPROVING AND ADOPTING THE CITY OF COLLINSVILLE POLICY FOR ELECTED OFFICIALS AND APPOINTED BOARDS, COMMISSIONS, AND COMMITTEES USING PERSONAL OR PROFESSIONAL SOCIAL MEDIA PLATFORMS; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Collinsville desires to provide for a social media policy for the City of Collinsville's elected officials and appointed board, commission, and committee members; and

WHEREAS, the City Council finds it to be in the best interest of the City to implement such a policy.

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

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

SECTION 2. The City Council does hereby approve and adopt the City of Collinsville Policy for Elected Officials and Appointed Boards, Commissions, and Committees Using Personal or Professional Social Media Platforms, attached hereto and incorporated herein as Exhibit "A" for all purposes.

SECTION 3. This Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED on this the 28th day of March 2022.

City of Collinsville, Texas

By: Derek Kays
Derek Kays, Mayor

Attest:

Deborah Hale
Deborah Hale, City Secretary



Approved as to Form:

Patricia Adams, City Attorney

EXHIBIT A

City of Collinsville Policy for Elected Officials and Appointed Boards, Commissions and Committees Using Personal or Professional Social Media Platforms

While elected officials and City Council-appointed board, committee and commission members may maintain and use personal web pages and websites, blogs, and social networking sites, elected/appointed officials should keep their status in mind with regard to the content of any postings on those sites.

The City's image as a professional organization is critical to maintaining the respect of its constituents. Although the City recognizes that elected and appointed officials (hereafter referred to collectively as "officials") may choose to express themselves by posting personal information upon social media platforms or by making comments on sites hosted by other persons, groups or organizations, by accepting the responsibilities of public service, officials likewise have a duty to the City of Collinsville and its operations.

If an official conducts any City business or communication as an official from a personal account, professional account, or an account created for a board/committee/commission, officials should assume that City-related communications will be considered a public record subject to the Texas Public Information Act.

Professional and Personal Conduct Standards

1. All officials are expected to conduct themselves in a manner consistent with the City's policies and standards of conduct.
2. It is anticipated that from time to time, officials will have access to information that is considered privileged or confidential under Texas State law. Such information is typically considered an exception to the public records law and may have specific penalties for inappropriate disclosure. By way of example, such information may include, but is not limited to, certain personnel information, non-public information from criminal investigations, and business trade secrets. Officials must not reveal any confidential or privileged information about the City, its constituents, its employees, or its contractors. Officials must be particularly careful to protect against the inadvertent disclosure of confidential or privileged information.
3. Officials are encouraged to be honest and accurate when posting information or news, and should quickly correct any mistakes, misstatements, and/or factual errors in content upon discovery. Officials should not post or share information known to be false about the City, its employees, constituents, other public officials, suppliers, vendors, or contractors.
4. Unless the official has been designated to serve as a spokesperson, officials should never represent themselves as a spokesperson for the City Council, a City board or committee, the City administration, or any City department.

5. Officials are expressly prohibited from using personal or professional social media to engage in any activity or conduct that violates federal, state, or local law on behalf of the City of Collinsville. Officials are also prohibited from using professional social media accounts to circumvent election or campaign requirements, to campaign for re-election, or endorse other candidates for public office.

Social media content created by elected and appointed officials may be subject to the standards and requirements of the Texas Public Information Act and the City's records retention policy. Specific inquiries should be directed to the City Administrator.

6. Officials are subject to the Texas Open Meetings Act. As an example, officials should be mindful that posting content regarding City-related matters could inadvertently result in the violation of the Open Meetings Law if enough other public officials engage on the post, resulting in a quorum. If this occurs, the online conversation should immediately cease with no further posts by the officials and the City Clerk should be notified accordingly.
7. Officials are prohibited from using social media to engage in any activity that constitutes a conflict of interest with their elected or appointed duties to the City.

Additional Best Practices and Guidelines for Elected and Appointed Officials

The following best practices and guidelines are strongly recommended to ensure that the personal and professional use of social media by elected and appointed officials is done so in a responsible manner.

1. Officials are encouraged to exercise caution with respect to comments they post, particularly those concerning the City and the business of the City.
2. Officials are strongly encouraged to consider the potential impact of social media statements prior to posting. The City strives to be professional in its operations and processes. Posts that express favoritism and/or bias for or against any individual or group of individuals (*e.g.*, based upon race, gender, national origin, sexual orientation, political affiliation, etc.), reflect poorly on the public official, as well as the City and its residents. Further, comments suggesting such treatment can expose the City to liability and legal costs.
3. Officials should be mindful that members of the public who may appear before the City Council as well as boards, commissions, or committees come from all walks of life. Public comments, in any forum – including on social media accounts – that contain racial slurs, profane language, or acronyms for profane language, express bigotry toward a group based on race, religion, national origin, sexual orientation, gender, gender identity, or any other legally protected classification may be considered conduct contrary to professional standards that shows an unfitness to discharge continuing obligations to the City and its residents. Violations of this policy will subject officials to their respective board, commission, or committee bylaws'

procedures for failure to adhere to City policies. Depending on the applicable bylaws, officials may be subject to a public hearing and removal from office. Additionally, violations of this policy will be considered if reappointment to a City board, commission, or committee is sought.

4. Officials should consider whether liking, sharing, retweeting, or commenting on any social media posts could be perceived as an endorsement of or about the City, its employees, constituents, other public officials, suppliers, vendors, or contractors.
5. Officials should refrain from using social media accounts to communicate with City employees about City-related matters as this creates a public record on employees' personal accounts that must be retained per the Texas Public Information Act.
6. Officials should be cautious in using official City-provided photographs on personal social media sites. Officials choosing to use official City-provided photographs and identifying themselves as City officials on personal social media sites should provide appropriate attribution to the City.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

February 6, 2023

City Legislative Priorities

DESCRIPTION:

Receive a report and hold a discussion regarding Legislative Priorities.

BACKGROUND INFORMATION:

The 88th Texas Legislature convened on January 10 and will run through May 29. The Texas Legislature is made up of the 150-member Texas House of Representatives, known as the lower chamber, and the 31-member Texas Senate, known as the upper chamber. After the 2022 elections, Republicans hold 86 of the seats in the House and 19 of the seats in the Senate. Every odd-numbered year, the state Legislature gathers to pass a two-year state budget and other laws from January to May.

During the 2021 session, nearly 7,000 bills or significant resolutions were introduced; more than 2,000 of them would have affected Texas cities in some substantial way. In the end, over 1,000 bills or resolutions passed and were signed into law; more than 240 of them impacted cities in some way. The number of city related bills as a percentage of total bills filed rises every year. Twenty years ago, around 17 percent of bills filed affected cities in some way. By 2021, that percentage had increased to 31 percent. In other words, a quarter of the legislature's work is directed at cities, and much of that work aims to limit municipal authority.

Topics already appearing in filed legislation this session include revenue caps, zoning, debt issuance, revised election procedures, and preemption of municipal authority affecting Texas cities ability to govern their own local affairs. Many cities typically adopt a legislative position or agenda that sets the priorities and key issues for the legislative session. City Councils also typically grant authority for the mayor and/or city manager to sign letters, provide testimony and other documents to communicate the city's legislative priorities. This approach allows for a faster response to emerging issues.

Staff has reviewed the 2023-2024 Texas Municipal League (TML) Legislative Priorities and worked with city managers for other cities in Wise County in preparing local legislative priorities (attached). During past Legislative sessions, the role of cities has largely been to voice opposition to proposed legislation that would cause direct harm to the city or would interfere with the city's ability to provide quality services to its residents. TML usually leads this opposition on major statewide issues and asks member

cities to participate by writing letters, testifying, or using other forms of communicating with state elected officials on key municipal issues.

Cities are the level of government most connected to, and thus most accountable to, the people they serve; as a result, the state should recognize and preserve local authority and support cities in their mission of providing quality local services to all Texans. State government should be a resource for cities, but decision-making authority should be placed at the municipal level whenever reasonable.

March 6 and 7, have been set for the next Wise County Legislative Days in Austin. This event is hosted by Bridgeport, Decatur & Wise County Chamber of Commerce, for their members. The City is a member of Wise County Chamber of Commerce, and Mayor Taylor and the City Administrator are planning on attending. As part of this event, there will be some coordinated legislative visits made by teams of participants that will visit with legislators and communicate the legislative priorities for the County, cities, school districts, businesses and chamber members. Any legislative priorities adopted by the City will be included in these visits.

Unless directed otherwise, staff will prepare a resolution on the City's Legislative Priorities and bring it in the next meeting for the Council's consideration.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. TML Legislative Program 2023-2024
2. Texas Tribune Article, Jan. 13, 2023
3. Draft Legislative Priorities

THE TEXAS MUNICIPAL LEAGUE LEGISLATIVE PROGRAM

(2023 – 2024)

Introduction

City officials across the state are well aware of the fact that many significant decisions affecting Texas cities are made by the Texas Legislature, not by municipal officials.

During the 2021 session, nearly 7,000 bills or significant resolutions were introduced; more than 2,000 of them would have affected Texas cities in some substantial way. In the end, over 1,000 bills or resolutions passed and were signed into law; more than 240 of them impacted cities in some way.

The number of city related bills as a percentage of total bills filed rises every year. Twenty years ago, around 17 percent of bills filed affected cities in some way. By 2021, that percentage had increased to 31 percent. In other words, a quarter of the legislature's work is directed at cities, and much of that work aims to limit municipal authority.

There is no reason to believe that the workload of the 2023 session will be any lighter; it will probably be greater. And for better or worse, city officials will have to live with all the laws that may be approved by the legislature. Thus, the League must make every effort to assure that detrimental bills are defeated and beneficial bills are passed.

The TML approach to the 2023 session is guided by principles that spring from a deeply rooted TML legislative philosophy:

- The League will vigorously oppose any legislation that would erode the authority of Texas cities to govern their own local affairs.
- Cities represent the level of government closest to the people. They bear primary responsibility for provision of capital infrastructure and for ensuring our citizens' health and safety. Thus, cities must be assured of a predictable and sufficient level of revenue and must resist efforts to diminish their revenue.
- The League will oppose the imposition of any state mandates that do not provide for a commensurate level of compensation.

In setting the TML program, the Board recognizes that there is a practical limit to what the League can accomplish during the legislative session. Because the League (like all associations) has finite resources and because vast amounts of those resources are necessarily expended in defeating bad legislation, the Board recognizes that the League must very carefully select the bills for which it will attempt to find sponsors and seek passage.

Each initiative is subjected to several tests:

- Does the initiative have wide applicability to a broad range of cities of various sizes (both large and small) and in various parts of the state?
- Does the initiative address a central municipal value, or is it only indirectly related to municipal government?
- Is this initiative, when compared to others, important enough to be part of TML’s list of priorities?
- Will the initiative be vigorously opposed by strong interest groups and, if so, will member cities commit to contributing the time and effort necessary to overcome that opposition?
- Is this initiative one that city officials, more than any other group, should and do care about?

The Board places each legislative issue into one of four categories of effort. Those four categories are:

- **Seek Introduction and Passage** – the League will attempt to find a sponsor, will provide testimony, and will otherwise actively pursue passage. Bills in this category are known as “TML Priority bills.”
- **Support** – the League will attempt to obtain passage of the initiative if it is introduced by some other entity.
- **Oppose** – the League will actively and vigorously attempt to defeat the initiative because it is detrimental to member cities.
- **No Position** – the League will take no action.

Our Highest Priority: Oppose Bad Bills

The Board determined that TML’s highest priority goal is the defeat of legislation deemed detrimental to cities. As a practical matter, adoption of this position means that the beneficial bills will be sacrificed, as necessary, in order to kill detrimental bills.

The TML Priority Package

The TML Priority Package includes the following items in no particular order:

1. Defeat any legislation that would erode municipal authority in any way, impose an unfunded mandate, or otherwise be detrimental to cities, especially legislation that would:
 - a. provide for state preemption of municipal authority in general.
 - b. impose further revenue and/or tax caps of any type.

- c. erode the ability of a city to issue debt.
 - d. erode municipal authority related to development matters, including with respect to the following issues: (1) annexation, (2) eminent domain, (3) zoning, (4) regulatory takings, (5) building codes, (6) tree preservation, (7) short-term rentals, and (8) the extraterritorial jurisdiction (ETJ).
 - e. erode the authority of a city to be adequately compensated for the use of its rights-of-way and/or erode municipal authority over the management and control of rights-of-way, including by state or federal rules or federal legislation.
 - f. limit or prohibit the authority of city officials to use municipal funds to communicate with legislators; or limit or prohibit the authority of the Texas Municipal League to use any revenue, however derived, to communicate with legislators.
 - g. abolish the concept of the ETJ.
2. Seek introduction and passage of any legislation that would:
- a. (1) eliminate reauthorization provisions for the collection and use of street maintenance sales and use tax; (2) authorize cities to reimburse themselves from sales and use tax collections for actual election costs required for tax implementation; and (3) clarify that cities may use street maintenance sales tax revenue for all streets and sidewalks in the city.
 - b. allow cities alternate methods for publications of legal notices.
 - c. promote pay as you go financing for capital projects by authorizing a dedicated property tax rate that is classified similarly to the debt service tax rate in property tax rate calculations.
 - d. (1) allow cities to remove themselves from an emergency services district (ESD) if the city is capable of providing services to the area; (2) expressly authorize ESDs to expand into a city's corporate limits or ETJ only with city council approval; and (3) require an ESD to enter into a sales and use tax sharing agreement with a city when a city annexes territory located in an ESD and, should negotiations fail, enter into binding arbitration and/or mediation.
 - e. increase the competitive bidding threshold to account for increased costs to cities.

Support

The Board supports legislation that would:

1. make beneficial amendments to the equity appraisal statute; close the "dark store" theory of appraisal loophole; and require mandatory disclosure of real estate sales prices.

2. authorize a council-option city homestead exemption expressed as a percentage or flat-dollar amount.
3. convert the sales tax reallocation process from a ministerial process into a more formalized and transparent administrative process.
4. authorize a city council to opt-in to requiring residential fire sprinklers in newly constructed single-family dwellings.
5. make beneficial amendments to H.B. 3167 (2019), the subdivision platting shot clock bill.
6. allow for greater flexibility by cities to fund local transportation projects; amend or otherwise modify state law to help cities fund transportation projects; or provide cities with additional funding options and resources to address transportation needs that the state and federal governments fail to address.
7. provide additional funding to the Texas Department of Transportation for equitable transportation projects that would benefit cities and provide local, state, and federal transportation funding of transportation infrastructure, including rail.
8. allow a city to lower the prima facie speed limit from 30 to 25 miles per hour without the need for a traffic study.
9. in relation to federal transit funding: (1) clarify federal congressional intent of federal transit law to protect cities across the United States from being penalized due to a population drop suffered as a direct result of a natural disaster; (2) explicitly state that only presidentially declared major disasters are covered, in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 100-707); and (3) protect federal transit funding streams for urbanized areas until the execution of the next decennial census.
10. in relation to federal legislation, provide states greater authority over management of train delays in conjunction with affected cities.
11. provide greater authority to the Texas Department of Transportation to improve city railroad crossings and install signal lights where there are safety concerns.
12. establish that expenditures of Community Development Block Grant funds by cities are a governmental function.
13. require city consent before the Texas Commission on Environmental Quality (TCEQ) is authorized to issue a standard permit for a rock crushing operation, cement crushing operation, or any similar activity that may be authorized under a standard air permit from TCEQ within the corporate limits or ETJ of a city. Alternatively, or in addition, such legislation may: (a) authorize a city to restrict, prevent, or regulate the locating of such activities in the city's corporate limits or ETJ in other manners, such as imposing minimum

distance from such operations and schools, hospitals, churches, and residences; (b) require TCEQ to provide notice of applications for standard permits to cities for activities proposed in the city's corporate limits or ETJ and require TCEQ to address any and all comments received from the City as required by Sec. 382.112 of the Texas Health & Safety Code; or (c) prohibit TCEQ from issuing a standard permit for activities proposed in the city's corporate limits or ETJ unless the city verifies that the proposed activity is authorized under the city's zoning ordinance or comprehensive plan to locate at the proposed location.

14. provide consistency and uniformity in the compliance deadlines and fees for compliance dismissals of Class "C" misdemeanors.
15. rectify the wording of Texas Government Code Section 29.013 to eliminate the requirement that a city secretary notify the Office of Court Administration of elected or appointed mayors or municipal court clerks.
16. protect from disclosure the list of applicants for a mail in ballot up until the time ballots are sent for those applications, regardless of whether a request is made for the applications.
17. allow for the expenditure of municipal hotel occupancy for construction of improvements in municipal parks and trails/sidewalks that connect parks, lodging establishments, and other tourist attractions, and related public facilities.
18. require equitable treatment of local governments by preventing a state official or state agency from placing additional restrictions on a city's use of federal funds from future stimulus legislation related to a health pandemic, in contravention of congressional intent.
19. require counties to share timely information on health emergencies with cities.
20. treat broadband service similar to other critical utility infrastructure to ensure statewide availability, equity, and affordability for citizens and businesses.
21. modernize the Texas Universal Fund through revenue sources that ensure long-term sustainability for the provision of broadband services.
22. require the State of Texas to create a state regulatory process for oil and gas and CO2 pipeline routing that:
 - i. enables affected communities and landowners to provide input prior to establishment and publication of routes.
 - ii. provides for negotiation on routes when municipalities believe that substantial threats to economic development, natural resources, or standard of living are potential outcomes.
 - iii. intrastate pipelines will comply with environmental and economic impact study standards, including the participation of local governmental entities and public participation.

- iv. pipeline operators shall have in place performance bonds like those the state has in its own contracts.
23. increase existing or create new grant program funding that provides financial assistance to local governmental public safety agencies for public safety resources, including legislation that supports the use and the purchase of body cameras and associated data storage costs.
24. harden the state's electric grid against blackouts, especially those caused by extreme weather events.
25. provide additional tools for municipally owned electric utilities to harden their systems against blackouts, especially those caused by extreme weather events.
26. mitigate the cost and liabilities of the outage event caused by Winter Storm Uri from being passed on to cities and city residents.
27. provide stabilization and funding for the electric grid in response to increased demand.
28. ensure that each city gets at least one vote on appraisal district board members.
29. strengthen current law as it relates to catalytic convertor theft and prevention, including increasing penalties for auto repair facilities and individual sellers who resell or are in possession of stolen catalytic converters.
30. promote increased flexibility under the Texas Open Meetings Act, including flexibility for public participation, so long as the legislation doesn't mandate any new costs on local governments.
31. give cities more input in the municipal utility district development process within the city limits and ETJ, including legislation that promotes additional transparency in the process for cities and city residents.
32. raise the threshold for the $\frac{3}{4}$ super majority requirements triggered by the opposition of landowners close to proposed zoning changes from 20% of property ownership interest within the notification area, to 50%.
33. add safeguards to the formation of new municipal utility districts (MUDs) through the Texas Commission on Environmental Quality process, limit MUDs administrative costs, require MUDs to meet in the cities they tax from, coordinate with local cities or counties on MUD board elections, and provide additional financial information to citizens in an open and transparent manner.
34. allow for competitive procurement of the professional services enumerated in the Professional Services Procurement Act by home rule and general law municipalities.
35. allow for the expansion and preservation of diverse, affordable housing in cities, including additional appropriations.

36. allow a city official to submit a request for an attorney general letter ruling under the Public Information Act by email at no charge.
37. increase the maximum hiring age for firefighters in a civil service city from age 35 to 45, or to eliminate the maximum hiring age altogether.
38. make beneficial amendments to H.B. 2439 (2019), the building materials bill.
39. amend Sec. 52.095, Election Code, related to the requirement that cities are only able to assign a letter of the alphabet to the measure that corresponds to its order on the ballot.

Oppose

The Board opposes legislation that would:

1. negatively expand appraisal caps but take no position on legislation that would authorize a council-option reduction in the current ten-percent cap on annual appraisal growth.
2. impose new property tax or sales tax exemptions that substantially erode the tax base.
3. limit or eliminate the current flexibility of the Major Events Reimbursement Program as a tool for cities to attract or host major events and conventions.
4. limit the type of incentives available to the city or that would limit any use of incentives by a city.
5. further erode local control as it pertains to retirement issues.
6. substantively change or expand the scope of the current disease presumption law, unless doing so is supported by reputable, independent scientific research.
7. require candidates for city office to declare party affiliation in order to run for office.
8. eliminate any of the current uniform election dates.
9. impose additional state fees or costs on municipal court convictions or require municipal courts to collect fine revenue for the state.
10. restrict city authority to draft ballot propositions in such a way that reflects the full fiscal impact of the proposition.
11. require preclearance of city ballot propositions by a state agency.
12. erode city solid waste franchise fee authority.

No Position

The Board takes no position on legislation that would relate to immigration matters, so long as it does not impose new and substantial unfunded mandates or unavoidable liabilities on cities.

The Board takes no position on legislation that would impact local sourcing of sales and use taxes.

The Board takes no position on legislation that would authorize a city to annex out a roadway to bring a voluntarily-requested area into the city limits.

Other

The Board takes the following additional actions:

1. with regard to economic development: (1) take no position on legislation that would broaden the authority of Type A or Type B economic development corporations; and (2) oppose legislation that would limit the authority of Type A or Type B economic development corporations statewide, but take no position on legislation that is regional in scope and that is supported by some cities in that region.

As lawmakers begin a new session, Texas mayors want to maintain control of local issues

Mayors from the state's most populous cities presented their legislative wish list, including economic development and workforce programs, broadband infrastructure and violence prevention.

BY [SAMANTHA AGUILAR](#) JAN. 13, 2023 5 PM CENTRAL

THE TEXAS TRIBUNE

[Sign up for The Brief](#), *The Texas Tribune's daily newsletter that keeps readers up to speed on the most essential Texas news.*

Preserving local control will be a central issue this legislative session, San Antonio Mayor Ron Nirenberg said at a conference Friday along with eight other members of the Texas' Big City Mayors coalition.

Mayors of the state's most populous cities will "undoubtedly" oppose any upcoming legislation that would erode local authority, Nirenberg said.

"As mayors with the responsibility of managing services and operations that largely impact the daily lives of our residents, we believe we are best positioned to determine local policies," he said.

San Antonio is the second-most populous city in Texas, with 1.4 million residents, and the seventh-most populous city in the nation. The bipartisan [coalition](#) is made up of 18 mayors who, combined, represent nearly one-third of the state's population.

"All of us know what's going on in our communities," Arlington Mayor Jim Ross said.

Mayor George Fuller of McKinney, a city of just over 200,000 people north of Dallas, said there has been a "degradation" of the relationship between the state and cities in recent legislative sessions.

“We’ve seen nothing short of an assault on local control,” Fuller said. “We need to right that ship. We at the local level are your partners in the state. We are boots on the ground.”

The group didn’t specify the topics on which state versus local control has become an issue, but Fuller called for better communication and respect for one another this session.

This is chief among several major issues that the group says should be prioritized during this year’s legislative session, which began Tuesday.

Amarillo Mayor Ginger Nelson said the state needs to support competitive tools in economic development because city leaders are the ones to recruit companies.

“We’ve got to have tools like 380 and 381 agreements in order to keep competitive with other cities and other states,” Nelson said. [Chapters 380 and 381](#) of the Local Government Code authorize municipalities to offer incentives to developers.

Nelson pointed to development in Amarillo, a city of 200,000 people, that is bringing in more than 4,000 new jobs in the next two years with manufacturing projects, including one that will assist the nation in developing computer chips — needed for smartphones and medical devices.

Many of the mayors emphasized the importance of a state corporate tax break program in bringing both jobs and development to their cities.

Chapter 313, the state’s program that incentivized companies like Tesla and Amazon to manufacture in Texas, expired at the end of 2022. House Speaker [Dade Phelan](#) called the decision “a little short-sighted” and said this session lawmakers can bring in a new program to stay competitive with other states.

Texas corporate tax break programs are another reason the state must adequately fund education from early childhood development to higher education, said Mayor John Muns of Plano, a city of almost 300,000 people in North Texas.

“Those incentives always include companies that want an educated workforce,” Muns said. “If we don’t have those, I guarantee you those companies will move somewhere else.”

Broadband infrastructure

Fort Worth Mayor Mattie Parker said expanding [broadband infrastructure](#) is one of the biggest priorities for her city.

Parker said 60,000 Fort Worth residents do not have internet access in their homes — an issue the city tried to start mending itself with a free community Wi-Fi program in five neighborhoods.

She said the need for widespread internet access became “very evident during COVID, especially for our students trying to operate from home in really tough circumstances.”

But according to the U.S. Census Bureau, of the 2.8 million Texas residents without broadband access, those in rural areas are disproportionately affected.

Texas Comptroller [Glenn Hegar](#) released an [updated version](#) Thursday of the state’s broadband development map to show areas lacking reliable, high-speed internet access. This map will be used to allocate \$42 billion in federal funding to establish high-speed internet in underserved areas.

Mass shootings

Violence prevention is more important than ever for mayors after the May 24 elementary school [shooting in Uvalde](#) that killed 19 children and two adults — the third-deadliest school shooting in the nation.

Ross said as mayor of Arlington, a city of 390,000, he worries that the next mass shooting could happen in his city. He called on the legislature to enact gun control measures and provide funding for mental health services.

“I sit in fear every single day waiting for the next shoe to drop on when we are going to experience a Las Vegas type of critical incident where there is a mass shooting,” Ross said.

“Enough is enough is enough. We need to not be partisan on this and start protecting our citizens.”

Phelan [told reporters](#) Thursday that although there’s a bill filed this session to raise the minimum age to buy an assault weapon, he has spoken candidly to the families of Uvalde victims about his doubts about the House’s ability to pass such a bill.

<link rel="canonical" href="https://www.texastribune.org/2023/01/13/texas-mayors-local-control-legislature/">

CITY OF (NAME), TEXAS
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF (NAME), TEXAS, ESTABLISHING PRIORITIES FOR THE 88TH LEGISLATIVE SESSION IN TEXAS, AUTHORIZING REPRESENTATION OF THE MUNICIPALITY IN ADVOCATING CERTAIN POSITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of (Name) finds it to be in the public interest, and necessary for the public health, safety, and welfare, that the City take positions on certain issues that may come before the 88th Texas Legislature; and

WHEREAS, the City Council finds legislative involvement to be a legitimate exercise of its elected duties as the governing body serving those who live, work, visit, and own property in the city limits and the extraterritorial jurisdiction; and

WHEREAS, the City Council understands that members of the Texas Senate and the Texas House of Representatives benefit from learning of the analysis performed and positions taken by locally-elected public officials; and

WHEREAS, the City Council has identified the following items as being worthy of voicing a position on behalf of the people of (Name).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF (NAME), TEXAS, THAT:

A. Support: The City Council supports legislation that would:

1. allow for greater flexibility by cities to fund local transportation projects; amend or otherwise modify state law to help cities fund transportation projects; or provide cities with additional funding options and resources to address transportation needs that the state and federal governments fail to address.
2. provide additional funding to the Texas Department of Transportation for equitable transportation projects that would benefit cities and provide local, state, and federal transportation funding of transportation infrastructure.
3. provide additional funding to the Texas Water Development Board, specifically the Rural Water Assistance Fund, Flood Infrastructure Fund, Clean Water State Revolving Fund, Drinking Water State Revolving Fund, State Water Implementation Fund for Texas, and the Texas Water Development Fund to provide cities with additional funding options and resources that provide for the planning, acquisition, design, and construction of water and wastewater related infrastructure and other water quality improvements.

4. provide enhanced notice requirements to potential buyers of property located within a public improvement district.
5. treat broadband service similar to other critical utility infrastructure to ensure statewide availability, equity, and affordability for citizens and businesses.
6. increase existing or create new grant program funding that provides financial assistance to local governmental public safety agencies for public safety resources, including legislation that supports the use and the purchase of body cameras and associated data storage costs.
7. give cities more input in the municipal utility district development process within the city limits and ETJ, including legislation that promotes additional transparency in the process for cities and city residents.
8. add safeguards to the formation of new municipal utility districts (MUDs) through the Texas Commission on Environmental Quality process, limit MUDs administrative costs, require MUDs to meet in the cities they tax from, coordinate with local cities or counties on MUD board elections, and provide additional financial information to citizens in an open and transparent manner.

B. Oppose: The City Council opposes legislation that would:

1. erode municipal authority in any way, impose an unfunded mandate, or otherwise be detrimental to cities, especially legislation that would:
 - a. provide for state preemption of municipal authority in general.
 - b. impose further revenue and/or tax caps of any type.
 - c. erode the ability of a city to issue debt.
 - d. erode municipal authority related to development matters, including with respect to the following issues: (1) annexation, (2) eminent domain, (3) zoning, (4) regulatory takings, (5) building codes, (6) tree preservation, (7) short-term rentals, and (8) the extraterritorial jurisdiction (ETJ).
 - e. erode the authority of a city to be adequately compensated for the use of its rights-of-way and/or erode municipal authority over the management and control of rights-of-way, including by state or federal rules or federal legislation.
 - f. limit or prohibit the authority of city officials to use municipal funds to communicate with legislators; or limit or prohibit the authority of the Texas Municipal League to use any revenue, however derived, to communicate with legislators.
 - g. abolish the concept of the ETJ.

- 2. limit the type of economic development incentives available to the city or that would limit any use of incentives by a city to enhance business recruitment and job creation.
- C. City officials are hereby authorized to advocate and otherwise convey positions expressed herein, and City staff is directed to provide a copy of this Resolution to the State Senator for District 12, and the State Representative for District 64.
- D. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the ____ day of _____ 2023.

City of (NAME), Texas

_____, Mayor

ATTEST:

_____, City Secretary

**City of New Fairview
City Council
Regular Meeting Minutes
999 Illinois Lane
Monday, January 16, 2023**

THE CITY COUNCIL CONVENED INTO A CITY COUNCIL MEETING THE SAME BEING OPEN TO THE PUBLIC, THE 16TH 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
Brooke Boller, City Secretary
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 7:00pm; Roll Call with the above-mentioned names.)
2. Receive a report and hold a discussion regarding. plan review and building inspection services.

Council heard from Lee with SafeBulit, Lawrence with Bureau Veritas and Johnathan with MetroCode; each gave a presentation on their respected companies. Council has requested references from each company as well as a recommendation from staff. Council will be voting on this matter February 6, 2023.

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

Council received a presentation from John Cabrales. Council would like the following changes to be reflected in the updated ordinance.

1. Shelter for the animals should have a 25ft setback from the property line, but there should not be a setback from the owners home.

2. **The City will allow 2 horses or mules per acre, 1 cow or donkey per acre, In the ordinance wording remove everything after curb.**
 3. **The city will allow a combination of 3 sheep or goats.**
 4. **Clarification on what is considered a Highway**
 5. **Show Swine – Takeout secondary**
 6. **Exempt potbelly pig – some are pets**
 7. **Bee Keeping. Remove the last sentence in Section A**
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.
Council received a presentation from City Administrator John. Council has instructed staff to look into the hours of operations of city parks in the surrounding cities.
 5. Adjournment
Motion: Councilman Walter Clements
Second: Councilman Richard Greene
Vote: All in Favor
Results: Work Session was adjourned at 9:29pm.

REGULAR SESSION

1. Call to Order and Determination of Quorum (**Work Session called to order by Mayor John Taylor at 9:33pm; 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 January 3, 2023.
- B. Approval of the November and December 2022 Financial Reports.
- C. Approval of the First Quarter 2023 Financial Report.

Motion: Councilman Walter Clements

Second: Councilman Richard Greene

Vote: All in Favor

Result: Council approved City Council Meeting Minutes for January 3, 2023, November & December Financial Reports & 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.

Motion: Councilman Peter Kozlowski

Second: Councilman Walter Clements

Vote: All in Favor

Result: Council approved 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.

Motion: Councilman Walter Clements

Second: Councilman Richard Greene

Vote: For: Councilman Harvey Burger, Councilman Peter Kozlowski, Councilman Walter Clements and Councilman Richard Greene

Abstain: Mayor Pro Tem Steven King

Result: Council approved 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.

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

Motion: Mayor Pro Tem Steven King

Second: Councilman Walter Clements

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

Against: Councilman Harvey Lynn Burger

Result: Council approved Ordinance repealing Ordinance 2020-13-208, and a Resolution adopting the City of New Fairview Purchasing Policy. With a revision stating any purchase over \$3,000 but under \$10,000 must require approval from the Mayor and Council must be notified.

- 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.

Motion: Councilman Walter Clements

Second: Mayor Pro Tem Steven King

Vote: All in Favor

Result: Council approved a 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.

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

Motion: Councilman Walter Clements

Second: Councilman Harvey Lynn Burger

Vote: All in Favor

Result: The regular session was adjourned at 9:31pm.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

February 6, 2023

Plan Review and Building Inspection Services Agreement

DESCRIPTION:

Receive, consider, and act on an agreement for the City's plan review and building inspection services.

BACKGROUND INFORMATION:

At the May 4, 2020, meeting, the City Council approved an agreement with SAFEbuilt, LLC (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. Nonetheless, the City has been using EMI for these services. EMI Services recently contacted the City, and informed that they will not be able to provide these services past March 2023, because the Inspector is retiring.

As a result, the City needs to determine who will be providing these vital services. SAFEbuilt was contacted, met with staff and stated they are prepared to start these services for the City. They were willing to 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.

Staff shared the existing agreement with SAFEbuilt, the proposals from Bureau Veritas and Metrocode, and representatives from each of these companies made a brief presentation to the Council at the January 16, 2023, meeting. Staff was directed to share the references from each of the companies with the Council and to make a recommendation on which one the City should use for plan review and building inspection services. Per the council request, staff is recommending SAFEbuilt. As previously stated, either company can provide the City with these services and can do a good job. However, staff did receive positive comments about SAFEbuilt from other cities and they can be quickly on-boarded.

Initially, the City believed that it could simply use the 2020 agreement which had been executed by both parties, the City and SAFEbuilt. However, upon further research, it appears that the agreement did not include all of the necessary state-required clauses at the time of its execution, such as the 1295 form required by Section 2252.908 of the Texas Government Code. Based on advice of the City Attorney, the City will need to enter into a new agreement, one which otherwise generally complies with the previous 2020 terms but contains the required clauses under the Texas Government and Texas Local Government Codes.

FINANCIAL CONSIDERATION:

None; the costs are passed through to the applicant.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution authorizing the City Administrator to enter into a contract for third-party building review and inspection services with SAFEbuilt, LLC, in final form as approved by the City Attorney.

ATTACHMENT(S):

1. Resolution 202302-03-116
2. 2020 SAFEbuilt LLC contract



City of New Fairview, Texas
RESOLUTION NO. 202302-03-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS TO APPROVE A STANDARD CONTRACT WITH SAFEUILT, LLC FOR THIRD- PARTY BUILDING REVIEW AND INSPECTION SERVICES; AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL NECESSARY DOCUMENTS, PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council of the City of New Fairview, Texas has appointed the City Administrator as the Chief Administrative Officer of the City; and

WHEREAS, The City Administrator is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City Council is committed to standards necessary to facilitate proper inspection activities by the City relating to building standards within the corporate city limits of the City of New Fairview, Texas, and for residential and commercial buildings served by City utilities, relating to public safety, health, and general welfare; and

WHEREAS, The City Council of the City of New Fairview, Texas had previously contracted with EMI Services, which has advised the City that they will no longer be providing such services after March 1, 2023; and

WHEREAS, , and the City recognizes that the volume of permits and inspections fluctuate over time, are anticipated to a have increased in volume; and third-party building review and inspections is needed to allow the City to provide timely customer service for review and inspections of building activities.

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

Section 1: That the City Administrator is hereby authorized to execute a contract (and contract extensions) with SAFEuilt, LLC.

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

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

JOHN TAYLOR, Mayor

ATTEST:

BROOKE BOLLER, City Secretary

**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:

If to Municipality:	If to Consultant:
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
Interim City Administrator, Alan Guard
Name and Title
City of New Fairview, Texas

May 5, 2020
Date

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

(Balance of page left intentionally blank)



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 N	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



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



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

February 6, 2023

Amendments to Chapter 3 “Animal Control”

DESCRIPTION:

Receive, consider, and act on amending the Chapter 3, “Animal Control” of the 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.

On January 16, 2023, the council discussed revisions to the Animal Ordinance and instructed staff to work with the City Attorney and return a revised ordinance for adoption (attached).

Staff recommends approval of the Ordinance.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. Ordinance 202302-03-105



City of New Fairview, Texas
ORDINANCE NO. 202302-03-105

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

A place where a bee colony is kept.

Building.

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

Bee

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

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

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

A structure intended to house a bee colony.

Livestock.

Domesticated animals normally kept for farm purposes; a horse, stallion, mare, gelding, filly, colt, mule, hinny, jack, jennet, hog or swine, sheep, goat, or head of any species of cattle. 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.

Swine

Any animal belonging to the *Sus scrofa domesticus* species (not *sus scrofa vittatus*)

Show swine.

Domestic pigs raised to determine the best pig in a competitive show, for ranked traits such as, for example, degree of muscling, growth, capacity or volume, degree of leanness, structure and soundness.

Tract

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.

§ 3.01.011. 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 controlled access 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.

§ 3.01.014 Keeping livestock.

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

(a) Hogs or swine. 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 at least twenty five feet (25) feet from the property line within ~~two hundred (200) twenty five feet of any building~~. Up to two horses or two mules are allowed per acre or one cow or one jenny, for a maximum of two horses or two mules or one cow or one jenny per acre.

(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 at least twenty five feet (25) feet from the property line. Up to three sheep and or goats are allowed per acre, if there are no other livestock are kept on that acre, as provided in 3.01.014 (b). That is, the owner may elect their choice of livestock between 3.01.014 (b) and 3.01.014 (c) but is limited to subsection (b) or (c) and may not have both categories.

(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) School students in a 4-H or FFA program may keep show 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 is at least twenty five feet (25) feet from the property line 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 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~~ except as provided below.

(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 6th day of February, 2023.

APPROVED:

John R. Taylor
Mayor

ATTESTED:

Brooke Boller
City Secretary



AGENDA ITEM: 7C

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

February 6, 2023

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

DESCRIPTION:

Receive, consider, and act on an Ordinance creating a Parks and Recreation Board and Keep New Fairview Beautiful Committee, and park rules and regulations.

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.

Council had a discussion at the January 16 meeting to consider the creation of a Parks and Recreation Board, Keep New Fairview Beautiful, and park operation rules. Staff was directed to prepare an ordinance with the input provided by the Council. Staff was also directed to look at the hours of operation for other cities' parks to help them determine the hours of operation for the New Fairview park.

Staff recommends approval of the ordinance.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** an Ordinance creating a Parks and Recreation Board and Keep New Fairview Beautiful Committee, and park rules and regulations.

ATTACHMENT(S):

1. Ordinance 202302-01-103



**City of New Fairview, Texas
Ordinance No. 202302-01-103**

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 FIVE (5) MEMBERS AND ONE ALTERNATE MEMBER; 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 Council 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; and

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

SECTION 2. 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 Chair, Vice-Chair, 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) *Chair.* The Chair 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) *Vice-Chair.* The Vice-Chair shall perform the duties of the Chair in his or her absence.
- (b) The City Administrator or his designee shall serve as Staff Liaison to the Board 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:

- (a) Act in an advisory capacity to the City Council in all matters pertaining to City parks and recreation.
- (b) Acquaint itself with and make a continuous study and inspection of the complete park and recreation system.
- (c) To follow a master planning guide for park buildings, structures, facilities, athletic areas, or other improvements on park areas.
- (d) Recommend the adoption of standards on areas, facilities, programs, and financial support.
- (e) Recommend to the City Council rules and regulations governing the use of facilities.
- (f) To advise the City Council, and City Administrator of recommendations and their reasons.
- (g) 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 (a) 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. 10.04.002. 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. 10.04.003. 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. 10.04.004. 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:

(a) Use of Vehicles:

- (1) 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.
- (2) 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.

(b) Driving and parking vehicles

- (1) 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.
- (2) 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.

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

- (1) 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.

(2) 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.

(d) **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.

(e) **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.

(f) **Overnight Camping**

Overnight camping shall be prohibited in a City park or on public property except by special permission of the City Administrator 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.

(g) **Park Hours**

- (1) A person commits an offense if the person enters or remains on park property when the park is closed, as provided by Section 10.04.002.
- (2) It is a defense to prosecution under this subsection, that a person was on park property between midnight and 6:00 a.m.; and
 - (a) Was attending an event for which a permit extending park hours had been issued by the City Administrator or his designee; or
 - (b) 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.

(h) **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 Administrator or his designee.

(i) **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.

(j) 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.

(k) 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.

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

- (1) 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.
- (2) 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.
- (3) 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. 10.04.005. Enforcement.

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

Sec. 10.04.006. 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. 10.04.007 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 3. 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 4. Severability. It is hereby declared 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 5. Effective Date.

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

PASSED AND APPROVED on this 6th day of February, 2023.

APPROVED:

John R. Taylor
Mayor

ATTESTED:

Brooke Boller
City Secretary



CITY COUNCIL AGENDA MEMO

Prepared By: Brooke Boller, City Secretary

February 6, 2023

Ordering of the Election

DESCRIPTION:

Discuss, consider, and act on an Ordinance ordering a general election for the office of Mayor and City Council Members Place 2 and Place 4, as well as a special election for an unexpired term for City Council Members Place 5 and 3, all to be held May 6, 2023, the uniform election date.

BACKGROUND INFORMATION:

Per Texas Election Code, the City's uniform election date is the first Saturday of May, which in 2023, falls on May 6, 2023. The Texas Election Code requires that the Mayor and City Council order the election no later than the 62nd day before the uniform election date. The City must order a special election for the Council members whose seat is filled by an appointee, where that appointee is simply filling the remainder of the term until the first uniform election date, that is Places 3 and 5. The City Council must also order the general election for the Mayor and the remaining two Council Member seats, for Place 2 and 4.. City Staff has presented the Ordinance to order both these general and special elections for the uniform May 6th, 2023, election date.

The Ordinance includes an **Exhibit A** which the City staff will need to update after the Council's passage, no later than one week prior to the beginning of early voting. The City is required by the Texas Election Code to include this information in its Election Order. However, Both Wise County nor Denton County Election Administrators, have indicated that this information will not be available to them when prior to the City's deadline to call its. election before February 17th, 2022.

FINANCIAL CONSIDERATION:

A contract for Wise County Elections and Denton County elections will be drafted and signed at a later date, after both Wise and Denton County Elections Departments determine all governmental entities involved in the May 6th, 2023 General Election.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Ordinance ordering a general 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 Administrators and Denton County Administrators to conduct the election; and provide procedures to conduct the election as well as resolving other matters incident and related thereto.

ATTACHMENT(S):

1. Ordinance 202302-02-104
2. Draft Contract for Wise County
3. Draft Contract for Denton County

**CITY OF NEW FAIRVIEW
ORDINANCE 202302-01-104**

AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF NEW FAIRVIEW, TEXAS, ORDERING A GENERAL/SPECIAL ELECTION BY THE QUALIFIED VOTERS OF SAID CITY ON THE 6th DAY OF MAY, 2023, FOR THE PURPOSE OF ELECTING THE MAYOR AND TWO (2) COUNCIL MEMBERS AT LARGE FOR A TWO (2) YEAR TERM AND TWO (2) COUNCIL MEMBERS AT LARGE FOR A ONE (1) YEAR TERM; PROVIDING FOR ELECTION OFFICERS; DESIGNATING THE POLLING PLACES, DATE AND TIME OF SAID ELECTION AND VOTING PERIODS; PROVIDING FOR BALLOT APPLICATION PROCEDURES; DESIGNATING FILING DEADLINES; PROVIDING INFORMATION FOR EARLY VOTING; PROVIDING THAT SUCH ELECTION SHALL BE ADMINISTERED BY THE DENTON AND WISE COUNTY ELECTIONS ADMINISTRATORS, PURSUANT TO CONTRACTS WITH THE CITY, THE TEXAS ELECTION CODE, AND THE TEXAS CONSTITUTION; PROVIDING INFORMATION FOR CANVASSING; PROVIDING A SAVINGS/REPEALING CLAUSE AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE; ORDERING NOTICES OF ELECTION TO BE POSTED AND PUBLISHED AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Election Code establishes May 6, 2023 as the uniform election date for the City of New Fairview General/Special Election; and

WHEREAS, it is the City Council’s intent that the election be administered by the Wise and Denton County Elections Offices (the “Elections Offices”) in accordance with the provisions of the Texas Election Code (“the Code”) and the Texas Constitution, by contracts with the City; and

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

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

Section 1. Election Order, Election Date and Purpose of Election

That a General/Special Election shall be held and throughout the City of New Fairview, Texas, on Saturday, May 6, 2023 for the purpose of electing Mayor, and Two (2) Council Members at Large for a two (2) year term, and Two(2) Council Members at Large for a one (1) year term. The election time and date shall be displayed in **EXHIBIT “A**, a copy of which is attached and incorporated for all purposes and which shall be updated and reposted and publicized from time to time, as information is received from the Elections Offices .

Section 2. Candidate Filing Deadline

Candidates for the City Council may file with the City Secretary of the City of New Fairview, Texas for one of the five (5) at large council seats beginning on January 18, 2023 and until 5 :00p.m.on February 17, 2023. Last Day for a write-in candidate shall be on February 21, 2023.

Section 3. Voting System - Direct Recording System.

In accordance with Section 123.001 of the Texas Election Code, the Direct Recording Electronic Voting Systems approved by the Secretary of State are hereby adopted for the election on May 6, 2023.

Section 4. Accessible Voting System.

Section 61.012 of the Code requires that the City must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. The City shall use, in Early Voting and Election Day voting, as applicable, a voter assist terminal as approved by the Secretary of State, and shall contract with the Wise County Elections Administrations, respectfully, for the use of said voter assist equipment that Wise County uses for their elections

Section 5. Election Precincts; Polling Place

The City of New Fairview shall designate a polling place location for the voters of the City of New Fairview and election officials on the day of election, for Wise County, as contained in **EXHIBIT “A.”**

Section 6. Early Voting; Early Voting Polling Places

Early voting by personal appearance will be conducted on April 24, 2023 and shall close on May 2, 2023, as contained in the attached and incorporated **EXHIBIT “A”** for Wise and Denton Counties.

Section 7. Mail Ballots

Applications for ballot by mail may also be requested the appropriate Early Voting Clerks at:

Wise County: Sabra Srader, Early Voting Election Administrator, Wise County Elections, 200 S. Trinity or P.O. Box 1597, Decatur, Texas 76234, elections@co.wise.tx.us, Phone: 940-626-4453.

Denton County: Frank Phillips, Early Voting Election Administrator, Denton County Elections Administrator, 701 Kimberly Dr., Denton, TX 76208 Denton County Elections Administration, elections@dentoncounty.gov, Phone: (940) 349-3200

Applications for Early Voting ballot by mail must be received no later than April 25, 2023 at the foregoing appropriate address.

Section 8. Election Compliance.

The Election shall be conducted in accordance with the Code and the Texas Constitution under the jurisdiction of the Elections Administrators pursuant to one or more election services contracts between the City and Wise and Denton Counties, and other participating entities, if any, as described therein (the “Contracts”), copies of which shall be incorporated herein upon their final approval and execution by the City.

The Mayor, the City Manager, or a designee, is authorized to amend or supplement any and all contracts for the administration of the Election, including without limitation, the Contracts, to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Elections Administrator(s) and in accordance with the Code. In the event that no election is necessary, the City Secretary shall notify the County and shall present the City Council a resolution or ordinance cancelling the Election.

Section 9. Voting Qualification: Voting Materials.

All registered, qualified voters of the City shall be permitted to vote at the election. In addition, the election materials enumerated in the Texas Election Code, as amended shall be printed in both English and Spanish for use at the polling place and for early voting for said election.

Section 9. Notices.

The City Secretary is hereby authorized to provide and furnish all necessary election notices and preparation of ballot wording to the Wise and Denton County Election Offices. The City Secretary will give notice of the election in the manner and time as required by the Code, to include by a) Publishing notice of the election at least once, not more than thirty (30) days not less than ten (10) days before the election in the official newspaper of the City and b). Posting a copy of the notice on the bulletin board used for posting notices of the meetings of the City Council and on the City's website, at least twenty-one (21) days before the election.

Section 10 Canvass the Election.

Pursuant to Section 67.003 of the Code, the City Council will canvass the election no earlier than May 9, 2023 but no later than May 17, 2023. Notice of the time and place for canvass shall be posted on the official bulletin board and website of the City in the same manner as required by the Open Meetings Act for City Council meetings, in accordance with Chapter 551 of the Texas Local Government Code.

PASSED AND APPROVED THIS THE 6^t day of February 2023

APPROVED:

Mayor, John Taylor

City Secretary, Brooke Boller

EXHIBIT “A”

MAY 6, 2023 GENERAL AND SPECIAL ELECTION
MAYO 6, 2023 ELECCIÓN GENERAL Y ELECCIÓN ESPECIAL

EARLY VOTING LOCATIONS
UBICACIONES DE VOTACIÓN ANTICIPADA

VOTERS MAY VOTE AT ANY POLLING SITE WITHIN THEIR COUNTY DURING EARLY VOTING

LOS VOTANTES PUEDEN VOTAR EN CUALQUIER CENTRO ELECTORAL DURANTE LA VOTACIÓN TEMPRANA

MAIN EARLY VOTING – DECATUR
Wise County Fairgrounds (Woman’s Building)
3101 S FM 51
Decatur, TX 76234

Denton County Elections Administration
701 Kimberly Dr
Room: A100
Denton, TX 76208

EARLY VOTING DAYS AND HOURS

Monday, April 24, 2023
Tuesday, April 25, 2023
Wednesday, April 26, 2023
Thursday, April 27, 2023
Friday, April 28, 2023
Saturday, April 29, 2023
Sunday, April 30, 2023
Monday, May 1, 2023
Tuesday, May 2, 2023

VOTACIÓN ANTICIPADA

Lunes, Abril 24, 2023
Martes, Abril 25, 2023
Miercoles, Abril 26, 2023
Jueves, Abril 27, 2023
Viernes, Abril 28, 2023
Sabado, Abril 29, 2023
Domingo, Abril 30, 2023
Lunes, Mayo 1, 2023
Martes, Mayo 2, 2023

***Hours will be added once available.**

DIAS Y HORAS DE

***Las horas se agregarán una vez que estén disponibles**

ELECTION DAY BY PERSONAL APPEARANCE LOCATIONS – GENERAL & SPECIAL ELECTIONS

(LUGARES DE VOTACIÓN EN EL DÍA DE ELECCIÓN POR APARICIÓN PERSONAL DEL ELECCIONES GENERALES Y ESPECIALES)

MAY 6, 2023 7:00 AM – 7:00 PM
(6 de mayo de 2023 -- 7:00 am - 7:00 pm)

Decatur City Hall
201 E Walnut
Decatur, TX 76234

Denton County Elections Administration
701 Kimberly Dr A100
Denton, TX 76208

CONTRACT FOR ELECTION SERVICES

CITY OF NEW FAIRVIEW

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES BETWEEN THE CITY OF NEW FAIRVIEW AND THE WISE COUNTY ELECTIONS OFFICE FOR ELECTION SERVICES FOR AN ELECTION TO BE HELD ON MAY 6, 2023.

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

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

Section 3. Duties of the contracting officer;

- A) Serve as the administrator for the joint election to be held on May 6, 2023.
- B) Prepare and distribute all necessary election supplies including
 - 1) Ballots and ballot programming,
 - 2) List of registered voters (electronic poll books will be provided),
 - 3) Election kits, and
 - 4) Voting equipment.
- C) Publish required notice of Logic and Accuracy testing of voting equipment.
- D) Hire and supervise election workers for early voting, election day, and a runoff, if needed; and provide training on all election equipment and current state and federal laws governing the conduct of elections in the State of Texas.
- E) Tally all electronic ballots cast on the equipment provided and prepare all reports and backup documentation required/requested by the governing body.
- F) Comply with all applicable laws regarding administration of the joint election, including but not limited to Texas Election Code Chapters 31, 32, 43, 86, and 271.

Section 4. Duties of the governing body;

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT BLANK]

Section 9. In witness of this Agreement, the contracting officer and the governing body affix their signatures on this the ____ day of _____, 2023.

John R. Taylor
Mayor, City of New Fairview

[Seal]

ATTEST:

Brooke Boller
New Fairview City Secretary

APPROVED:

Sabra Srader, Elections Administrator
Wise County, TX

[Seal]

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 6, 2023 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 6, 2023. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$13 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Presiding Judge in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

Election Day – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (April 3, 2023) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information will preferably be in sentence case format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and who are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 6, 2023 election will be as follows:

Monday, April 24, 2023 through Saturday, April 29, 2023; 8am – 5pm

Sunday, April 30, 2023; 11am-5pm

Monday, May 1, 2023 through Tuesday, May 2, 2023; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 10, 2023, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest percentage of registered voters.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable.

It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.

Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$43.137
Voter Registration Clerk	\$33.198 - \$35.590
Technology Resources Coordinator	\$46.790
Elections Technician	\$31.220 - \$37.234
Voter Registration Coordinator	\$40.308
Training Coordinator	\$45.243
Election Coordinator	\$37.234

XIV. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 6, 2023 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

[costs]

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

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

- (1) It has on the 23rd day of January, 2023 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2023 been executed on behalf of the **REPLACE WITH NAME OF POLITICAL SUBDIVISION HERE** pursuant to an action of the **REPLACE WITH NAME OF POLITICAL SUBDIVISION'S GOVERNING AUTHORITY HERE** so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE **REPLACE WITH NAME OF POLITICAL SUBDIVISION HERE**:

APPROVED:

ATTESTED:

TITLE OF PRESIDING OFFICER

TITLE OF PERSON ACTING AS SECRETARY



AGENDA ITEM: 7E

**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

February 6, 2023

Authorizing submission of a 2023/2024 Texas CDBG program application

DESCRIPTION:

Receive, consider, and act on Resolution authorizing the submission of a 2023/2024 Texas Community Block Grant (CDBG) program application and adopting required CDBG Civil Rights policies.

BACKGROUND INFORMATION:

On December 5, 2022, the City Council authorized the City Administrator to negotiate a contract with GrantWorks to act as the City's grant administrator for the submission of a 2023-2024 Texas Community Development Block Grant (TxCDBG) application to the Texas Department of Agriculture. As part of the TxCDBG application, the City must agree to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections as follows:

- in accordance with Section 109 of the Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and - to the extent that the City has 15 or more employees within a calendar year - Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, to take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts within the funded program or activity generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;
- in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the Section 3 Service Area;
- in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), to the extent that the City has law enforcement agencies within its jurisdiction or the ability to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction, to adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

- in accordance with Executive Order 13166, to take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;
- to the extent that the City has 15 or more employees within a calendar year, in accordance with Section 504 of the Rehabilitation Act of 1973, to not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and
- in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing; and

The City must also agree to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of federally grant-funded contracts. The City of New must also adopt the following policies:

- a) Citizen Participation Plan and Grievance Procedures (Form A1013);
- b) Excessive Force Policy (Form A1003)(contingent upon satisfying the threshold requirements in 24 CFR 91.325(b)(6));
- c) Fair Housing Policy (Form A1015);
- d) Section 504 Policy and Grievance Procedures (Form A1004)(contingent upon satisfying the jurisdictional prerequisite of 15 or more employees);and
- e) Code of Conduct Policy (Form A1002).

The City must also affirm its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

- a) Section 3 economic opportunity;
- b) Limited English Proficiency; and
- c) Activity to affirmatively Further Fair Housing choice

The TxCDBG application is for up to \$500,000.00 of grant funds to provide street and drainage improvements in the Chisholm Hills subdivision. The City is committing at minimum \$10,000 from our General Fund as a cash contribution toward the administration, engineering, and/or construction activities of this street and drainage project.

Staff recommends approval of the Resolution.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution authorizing the submission of a 2023/2024 Texas Community Block Grant (CDBG) program application and adopting required CDBG Civil Rights policies.

ATTACHMENT(S):

1. Resolution 202302-01-114



**City of New Fairview, Texas
Resolution No. 202302-01-114**

A RESOLUTION OF THE CITY COUNCIL OF NEW FAIRVIEW, TEXAS, AUTHORIZING THE SUBMISSION OF A 2023/2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND AND ADOPTING REQUIRED COMMUNITY DEVELOPMENT BLOCK GRANT CIVIL RIGHTS POLICIES

WHEREAS, the City Council of the City of New Fairview desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of New Fairview to apply for funding under the Texas Community Development Block Grant Program; and

WHEREAS, the City of New Fairview, in consideration for the receipt and acceptance of federal funding if awarded, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections as follows:

- in accordance with Section 109 of the Title I of the Housing and Community Development Act (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, to take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability; and
- in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the Section 3 Service Area; and
- in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), to adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations, to the extent that the City has law enforcement agencies within its jurisdiction or the ability to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction;; and
- in accordance with Executive Order 13166, to take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project; and
- in accordance with Section 504 of the Rehabilitation Act of 1973, to the extent that the City meets the threshold prerequisite of 15 or more employees, to not discriminate on the basis of



AGENDA ITEM: 7F

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

February 6, 2023

Authorizing signatories for the 2023/2024 Texas CDBG program

DESCRIPTION:

Receive, consider, and act on a Resolution to designate authorized signatories for the Texas Community Development Block Grant program.

BACKGROUND INFORMATION:

On December 5, 2022, the City Council authorize the City Administrator to negotiate a contract with GrantWorks to act as the City's grant administrator for the submission of a 2023-2024 Texas Community Development Block Grant (TxCDBG) application to the Texas Department of Agriculture. At the February 6, 2023, meeting the City Council authorized the submission of a 2023/2024 Texas Community Block Grant (CDBG) program application. If the City is awarded the TxCDBG, city representatives must be designated to perform certain functions related to the grant.

The Mayor and City Administrator shall serve as the City's Chief Executive Officer and Authorized Representative to:

- execute a grant application and any subsequent contractual documents, and
- certify environmental review documents between the Texas Department of Agriculture and the City, and
- certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
- be assigned the role of Authorized Official in the TDA-GO grant management system.

In addition to the above designated official, should any grant be funded the City Secretary is authorized to:

- certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
- prepare and submit other financial documentation, and
- be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

The TxCDBG application is for up to \$500,000.00 of grant funds to provide street and drainage improvements in the Chisholm Hills subdivision. The City is committing at minimum \$10,000 from our

General Fund as a cash contribution toward the administration, engineering, and/or construction activities of this street and drainage project.

Staff recommends approval of the Resolution.

FINANCIAL CONSIDERATION:

None.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution to designate authorized signatories for the Texas Community Development Block Grant program.

ATTACHMENT(S):

1. Resolution 202302-02-115



City of New Fairview, Texas
RESOLUTION NO. 202302-02-115

A RESOLUTION OF THE CITY COUNCIL OF NEW FAIRVIEW, TEXAS AUTHORIZING CITY REPRESENTATIVES IN MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the City Council of New Fairview desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City to participate in the Texas Community Development Block Grant Program; and

WHEREAS, the City Council of New Fairview is committed to compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

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

That the City Council directs and designates the following to act in all matters in connection with any grant application pursuant to, and the City's participation in, the Texas Community Development Block Grant Program:

- The Mayor and City Administrator shall serve as the City's Chief Executive Officer and Authorized Representative to
 - execute a grant application and any subsequent contractual documents,
 - certify environmental review documents between the Texas Department of Agriculture and the City, and
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
 - be assigned the role of Authorized Official in the TDA-GO grant management system.
- In addition to the above designated officials, should the City Council authorize any grant application, for which the TxCDGB approves and funds,, the City Secretary is authorized to
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs,
 - prepare and submit other financial documentation, and
 - be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.
 -

Passed and approved this 6th day of February, 2023.

John Taylor, Mayor

Brooke Boller, City Secretary