



**City of New Fairview
City Council
Regular Meeting
999 Illinois Lane
Monday, March 20, 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 reviewing of resumes for Municipal Court Judge and Municipal Court Prosecutor.**
- 3. 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.
- 4. 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.
 - A. Proclamation for Jim Estep**
- 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 March 6, 2023.**
 - B. **Approval of the February 2023 Financial Reports.**
7. **New Business:** All matters listed in New Business will be discussed and considered separately.
 - A. **Receive, consider, and act on a Resolution authorizing the City Administrator to enter into an agreement with ATLAS Municipal Services, LLC for the City's plan review and building inspection services.**
 - B. **Receive, consider, and act on a Resolution authorizing a Not-to-Exceed amount for the improvements to Wilson Court, Creasser Lane, Stewart Street, and the parking lot of the city park.**
 - C. **Receive, consider, and act on a Resolution adopting a Strategic Plan for the City, including a Vision Statement, Mission Statement, Core Values, and Strategic Goals and Objectives.**
 - D. **Receive, consider, and act on an Ordinance adopting a revised Master Schedule of Fees for the City of New Fairview.**
8. **Executive Session:** Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with the City Attorney pursuant to §551.071, Texas Government Code. The Council may go into closed session at any time when permitted by Chapter 551, Texas Government Code or Chapter 418, Texas Tax Code. Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.
 - A. **§ 551.071(1): Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding: Employment Agreement for John Cabrales, Jr.**

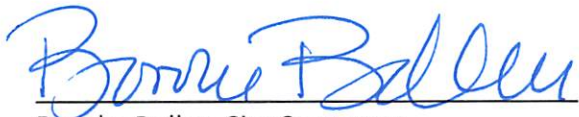
A. §551.074: (a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: **Employment Agreement for John Cabrales, Jr.**

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 17th day of March, 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: Susan Greenwood, Municipal Court Administrator

March 20, 2023

Municipal Court Judge and Prosecutor

DESCRIPTION:

Receive a report and hold a discussion regarding the reviewing of resumes for Municipal Court Judge and Municipal Court Prosecutor.

BACKGROUND INFORMATION:

The City Council had a work session discussion on becoming a court of record February 6, 2023, meeting. Staff was directed to bring back an ordinance for the creation of a Municipal Court of Record.

On February 20, 2023, the council approved Ordinance 2023-04-106 amending Chapter 2, "Administration and Personnel", Article 2.06, "Municipal Court", Division 1, "Generally", of the City of New Fairview Code of Ordinances, by repealing Division 1 in its entirety and adding a new "Division 1", establishing the Municipal Court as a Court of Record.

When becoming a court of record, it is required that the Judge have a Juris Doctorate, and be a licensed attorney in the State of Texas and in good standing with the Texas State Bar. It is a preference to have been practicing law for at least two (2) years prior to appointment, and have five (5) years of experience with the majority of which in criminal law, and must be a qualified voter and hold a valid Texas driver's license.

The City of New Fairview Municipal Court Judge is a contract position (non-employee) and appointed by a majority vote of the City Council. The Judge's term is by contract only. The Judge is considered an Independent Contractor and reports to the City Council.

The Municipal Court Prosecutor must also be appointed by the Council in order to prosecute. They must have a Juris Doctorate, with a license to practice law in the State of Texas, and in good standing with the Texas State Bar. Staff has advertised the position of the Municipal Court Judge and the Municipal Court Prosecutor on the Texas Municipal League (TML) website, and reached out to several Municipal Court Judges and Prosecutors to bring in qualified applicants.

Staff has provided you with resumes and quotes that have been received for both the Municipal Court Judge and Municipal Court Prosecutor. Staff would like some direction on which individuals we should work on entering into contract with for these two positions and bringing those contracts back for City Council consideration.

FINANCIAL CONSIDERATION:

None, discussion only.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

Resumes for Judge

- Caprice Garcia
- Gregg Shalan
- JC Petty
- Bojorquez Law Firm

Resumes for Prosecutor

- Karen Alexander
- Antonio Gabilondo
- Bojorquez Law Firm
- Wyatt Hamilton Findlay, PLLC



**City of New Fairview
City Council
Regular Meeting
Minutes
March 6, 2023**

CITY COUNCIL

**Mayor Pro Tem Steven King
Place 1 Councilman Harvey Lynn Burger
Place 3 Councilman Walter Clements
Place 5 Councilman Richard Greene**

City Staff

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

Absent

**Mayor John Taylor
Place 2 Councilman Peter Kozlowski
John Cabrales Jr, City Administrator**

WORK SESSION

1. Call to Order and Determination of Quorum (**Work Session called to order by Mayor Pro Tem Steven King at 7:03 pm; Roll Call with the above-mentioned names.**)
1. Receive a report and hold a discussion regarding the reviewing of resumes for Municipal Court Judge and Municipal Court Prosecutor.
Court Administrator Susan Greenwood gave a presentation on what the City Courts needs are and what the future for the court looks like. Council went over candidates and spoke with two candidates that came to the meeting. Council has advised staff to place this on a future work session to discuss applicants with all council members present.
2. **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.

3. Adjournment

Motion: Councilman Walter Clements

Second: Councilman Richard Greene

Vote: All in Favor

Result: Work session adjourned at 7:23pm

REGULAR SESSION

1. **Call to Order and Determination of Quorum** (Regular Session called to order by Mayor Pro Tem Steven King at 7:24pm; 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.
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 - A. Approve the City Council Meeting minutes for February 20, 2023.

Motion: Councilman Walter Clements
Second: Councilman Richard Green
Vote: All in Favor
Result: City Council minutes for February 20, 2023 were approved.

7. **New Business:** All matters listed in New Business will be discussed and considered separately.
- A. Receive, consider, and act on a Resolution awarding the Drainage Improvement project for Stewart Street, and the City Park located at 150 Stewart Street, to 3H Concrete Inc. for a total of \$23,690, and establish a not-to-exceed project contingency of \$2,400.
Motion: Councilman Richard Greene
Second: Councilman Walter Clements
Vote: All in Favor
Result: Council approved a Resolution awarding the Drainage Improvement project for Stewart Street, and the City Park located at 150 Stewart Street, to 3H Concrete Inc. for a total of \$23,690, and establish a not-to-exceed project contingency of \$2,400
- B. Receive, consider, and act on an Ordinance amending Chapter 5, Business Regulations, by adding Article 5.07, Home Solicitor Registration, Sections 5.01.001- 5.07.011, creating a vendor/solicitation registration program.
Motion: Councilman Walter Clements
Second: Councilman Richard Greene
Vote: All in Favor
Result: Council approved an Ordinance amending Chapter 5, Business Regulations, by adding Article 5.07, Home Solicitor Registration, Sections 5.01.001- 5.07.011, creating a vendor/solicitation registration program.
- C. Receive, consider, and act on appointing members to the Parks and Recreation Board and the Keep New Fairview Beautiful Committee.
Motion: Councilman Walter Clements
Second: Councilman Richard Greene
Vote: All in Favor
Result: Council appointed Deborah Greene to the Parks & Recreation Board.
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.
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11. Adjournment

Motion: Councilman Walter Clements

Second: Mayor Pro Tem Steven King

Vote: All in Favor

Result: Work session adjourned at 7:47pm.

MINUTES APPROVED ON THIS, THE 20TH DAY OF MARCH 2023

John Taylor, Mayor

Brooke Boller, City Secretary

GENERAL FUND
Statement of Revenue and Expenditures

		Current Period Feb 2023 Actual	Year-To-Date Oct 2022 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Revenue & Expenditures						
Revenue						
Revenues						
Fines & Fees						
4501	Court Fines	394.00	3,837.93	20,000.00	(16,162.07)	19.19%
Total Fines & Fees		\$394.00	\$3,837.93	\$20,000.00	(\$16,162.07)	
Franchise Fees						
4301	Franchise Fees	58,226.42	70,123.43	50,000.00	20,123.43	140.25%
Total Franchise Fees		\$58,226.42	\$70,123.43	\$50,000.00	\$20,123.43	
Other Revenue						
4901	Other Revenue	12,599.90	27,719.13	154,000.00	(126,280.87)	18.00%
4906	Sponsorship	0.00	2,031.10	5,000.00	(2,968.90)	40.62%
Total Other Revenue		\$12,599.90	\$29,750.23	\$159,000.00	(\$129,249.77)	
Permits						
4401	Construction Permits	9,873.72	88,968.63	500,000.00	(411,031.37)	17.79%
4403	Contractor Registration	515.00	1,954.00	3,600.00	(1,646.00)	54.28%
4402	Septic Permits	844.60	5,813.80	14,000.00	(8,186.20)	41.53%
Total Permits		\$11,233.32	\$96,736.43	\$517,600.00	(\$420,863.57)	
Property Tax						
4101	Current Property Tax	256,746.80	741,174.42	656,790.05	84,384.37	112.85%
Total Property Tax		\$256,746.80	\$741,174.42	\$656,790.05	\$84,384.37	
Sales Tax						
4201	Sales/ Beverage Tax	31,545.72	195,349.79	378,000.00	(182,650.21)	51.68%
Total Sales Tax		\$31,545.72	\$195,349.79	\$378,000.00	(\$182,650.21)	
Revenues Totals		\$370,746.16	\$1,136,972.23	\$1,781,390.05	(\$644,417.82)	
Revenue		\$370,746.16	\$1,136,972.23	\$1,781,390.05	(\$644,417.82)	
Gross Profit		\$370,746.16	\$1,136,972.23	\$1,781,390.05		
Expenses						
City Administration						
Contract Labor						
5101	Contract Labor	1,740.80	3,900.80	6,240.00	2,339.20	62.51%
5111	Information Technology	605.36	3,026.80	8,000.00	4,973.20	37.84%
5108	Legal Expenses	26,204.90	37,707.10	50,000.00	12,292.90	75.41%
5113	Website	0.00		10,000.00	10,000.00	0.00%
Total Contract Labor		\$28,551.06	\$44,634.70	\$74,240.00	\$29,605.30	

GENERAL FUND
Statement of Revenue and Expenditures

		Current Period Feb 2023 Actual	Year-To-Date Oct 2022 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Salaries & Payroll						
5011	Deferred Compensation	0.00	22,412.00	6,000.00	(16,412.00)	373.53%
5007	FICA - Payroll Taxes	0.00		9,157.05	9,157.05	0.00%
5006	Health Insurance	855.62	5,912.68	10,740.96	4,828.28	55.05%
5004	Longevity Pay	0.00	100.00	100.00		100.00%
5012	LTD, STD and Life	0.00		456.00	456.00	0.00%
5001	Salaries	9,440.08	77,938.48	119,700.00	41,761.52	65.11%
5005	TMRS	603.32	10,480.54	7,636.86	(2,843.68)	137.24%
5010	Unemployment	0.00		3,591.00	3,591.00	0.00%
5008	Worker's Comp	0.00	3.89	400.00	396.11	0.97%
Total Salaries & Payroll		\$10,899.02	\$116,847.59	\$157,781.87	\$40,934.28	
Services						
5340	Auditor	0.00		7,000.00	7,000.00	0.00%
5375	Chapter 380	0.00		84,000.00	84,000.00	0.00%
5361	Credit Card Fees	369.15	1,159.85	20,000.00	18,840.15	5.80%
5315	Electric / Trash	263.34	603.85	2,000.00	1,396.15	30.19%
5320	Equipment Rental	0.00	258.00	500.00	242.00	51.60%
5335	Internet/Telephone	109.68	1,086.38	1,500.00	413.62	72.43%
5305	Legal Notices	0.00	187.50		(187.50)	0.00%
5355	Miscellaneous Expense	574.75	1,332.46	33,618.00	32,285.54	3.96%
5365	Penalties Expense	0.00		1,200.00	1,200.00	0.00%
5350	Professional Services	0.00	50.00	5,000.00	4,950.00	1.00%
5360	Prop Tax Collection Fees	0.00	4,324.94	14,200.00	9,875.06	30.46%
5310	Software	980.01	5,986.18	15,500.00	9,513.82	38.62%
5380	TML Insurance	10,740.00	16,196.40	8,430.20	(7,766.20)	192.12%
5322	Training/ Dues/ Memberships	1,252.00	3,938.54	4,600.00	661.46	85.62%
Total Services		\$14,288.93	\$35,124.10	\$197,548.20	\$162,424.10	
Supplies						
5202	Equipment	271.45	271.45	500.00	228.55	54.29%
5299	Miscellaneous Supplies	0.00	298.91	500.00	201.09	59.78%
5201	Office Supplies	0.00	1,189.53	2,500.00	1,310.47	47.58%
5207	Postage	0.00	31.40		(31.40)	0.00%
Total Supplies		\$271.45	\$1,791.29	\$3,500.00	\$1,708.71	
City Administration Totals		\$54,010.46	\$198,397.68	\$433,070.07	\$234,672.39	

GENERAL FUND
Statement of Revenue and Expenditures

		Current Period Feb 2023 Actual	Year-To-Date Oct 2022 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
City Council						
Contract Labor						
5108	Legal Expenses	4,819.50	12,043.50	15,000.00	2,956.50	80.29%
Total Contract Labor		\$4,819.50	\$12,043.50	\$15,000.00	\$2,956.50	
Services						
5370	Election Expense	0.00	1,130.15	5,000.00	3,869.85	22.60%
5310	Software	0.00		120.00	120.00	0.00%
5322	Training/ Dues/ Memberships	350.00	3,313.85	15,000.00	11,686.15	22.09%
Total Services		\$350.00	\$4,444.00	\$20,120.00	\$15,676.00	
Supplies						
5299	Miscellaneous Supplies	34.68	250.17	300.00	49.83	83.39%
5201	Office Supplies	0.00	161.16	2,000.00	1,838.84	8.06%
Total Supplies		\$34.68	\$411.33	\$2,300.00	\$1,888.67	
City Council Totals		\$5,204.18	\$16,898.83	\$37,420.00	\$20,521.17	
City Secretary						
Contract Labor						
5108	Legal Expenses	2,682.00	3,632.00	10,000.00	6,368.00	36.32%
Total Contract Labor		\$2,682.00	\$3,632.00	\$10,000.00	\$6,368.00	
Salaries & Payroll						
5007	FICA - Payroll Taxes	339.84	1,853.72	4,417.88	2,564.16	41.96%
5006	Health Insurance	855.62	5,912.65	10,740.96	4,828.31	55.05%
5004	Longevity Pay	0.00	208.00	64.00	(144.00)	325.00%
5012	LTD, STD and Life	0.00		945.34	945.34	0.00%
5001	Salaries	4,442.32	24,374.89	57,750.00	33,375.11	42.21%
5005	TMRS	305.64	2,545.22	3,684.45	1,139.23	69.08%
5008	Worker's Comp	0.00	3.88	320.00	316.12	1.21%
Total Salaries & Payroll		\$5,943.42	\$34,898.36	\$77,922.63	\$43,024.27	
Services						
5315	Electric / Trash	263.34	603.78	2,000.00	1,396.22	30.19%
5320	Equipment Rental	0.00	170.00	1,000.00	830.00	17.00%
5335	Internet/Telephone	67.16	335.83	1,000.00	664.17	33.58%
5305	Legal Notices	0.00	1,705.00	2,000.00	295.00	85.25%
5355	Miscellaneous Expense	574.75	780.29		(780.29)	0.00%
5310	Software	56.94	116.45	7,695.00	7,578.55	1.51%
5322	Training/ Dues/ Memberships	295.00	2,216.20	7,500.00	5,283.80	29.55%
Total Services		\$1,257.19	\$5,927.55	\$21,195.00	\$15,267.45	

GENERAL FUND
Statement of Revenue and Expenditures

		Current Period Feb 2023 Actual	Year-To-Date Oct 2022 Feb 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Supplies						
5202	Equipment	271.45	271.45	500.00	228.55	54.29%
5299	Miscellaneous Supplies	0.00	42.50	1,000.00	957.50	4.25%
5201	Office Supplies	19.79	356.01	2,000.00	1,643.99	17.80%
5207	Postage	11.45	21.65	400.00	378.35	5.41%
	Total Supplies	\$302.69	\$691.61	\$3,900.00	\$3,208.39	
	City Secretary Totals	\$10,185.30	\$45,149.52	\$113,017.63	\$67,868.11	
Court						
Contract Labor						
5108	Legal Expenses	1,475.20	3,476.20	5,000.00	1,523.80	69.52%
5106	Municipal Judge	0.00	1,050.00	2,400.00	1,350.00	43.75%
	Total Contract Labor	\$1,475.20	\$4,526.20	\$7,400.00	\$2,873.80	
Salaries & Payroll						
5007	FICA - Payroll Taxes	0.00		3,842.75	3,842.75	0.00%
5006	Health Insurance	855.62	4,070.08	10,740.96	6,670.88	37.89%
5004	Longevity Pay	0.00	100.00	64.00	(36.00)	156.25%
5012	LTD, STD and Life	0.00		561.70	561.70	0.00%
5003	Overtime	0.00	459.40	5,000.00	4,540.60	9.19%
5001	Salaries	3,339.12	20,643.60	50,232.00	29,588.40	41.10%
5005	TMRS	213.41	2,046.90	3,204.80	1,157.90	63.87%
5008	Worker's Comp	0.00	3.88	320.00	316.12	1.21%
	Total Salaries & Payroll	\$4,408.15	\$27,323.86	\$73,966.21	\$46,642.35	
Services						
5315	Electric / Trash	263.33	603.77	2,000.00	1,396.23	30.19%
5320	Equipment Rental	0.00	170.00	2,000.00	1,830.00	8.50%
5335	Internet/Telephone	67.16	335.80	1,000.00	664.20	33.58%
5355	Miscellaneous Expense	574.75	3,548.69	10,000.00	6,451.31	35.49%
5325	Municipal Judge Training	0.00		350.00	350.00	0.00%
5350	Professional Services	0.00	185.40	1,000.00	814.60	18.54%
5322	Training/ Dues/ Memberships	0.00	609.95	2,450.00	1,840.05	24.90%
	Total Services	\$905.24	\$5,453.61	\$18,800.00	\$13,346.39	
Supplies						
5202	Equipment	271.45	271.45	500.00	228.55	54.29%
5299	Miscellaneous Supplies	0.00	42.50	500.00	457.50	8.50%
5201	Office Supplies	5.99	264.37	1,500.00	1,235.63	17.62%
5207	Postage	0.00		500.00	500.00	0.00%

GENERAL FUND
Statement of Revenue and Expenditures

		Current Period Feb 2023 Feb 2023 Actual	Year-To-Date Oct 2022 Feb 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
5222	Signs	0.00		500.00	500.00	0.00%
	Total Supplies	\$277.44	\$578.32	\$3,500.00	\$2,921.68	
	Court Totals	\$7,066.03	\$37,881.99	\$103,666.21	\$65,784.22	
Health/Code Enforcement						
Contract Labor						
5112	Abatement	0.00		15,000.00	15,000.00	0.00%
5104	Animal Control	50.00	400.00	2,000.00	1,600.00	20.00%
5108	Legal Expenses	705.00	2,373.00	3,000.00	627.00	79.10%
5103	Septic Inspector	0.00	1,150.00	5,500.00	4,350.00	20.91%
	Total Contract Labor	\$755.00	\$3,923.00	\$25,500.00	\$21,577.00	
Services						
5390	Cleanup Days	0.00	138.00	2,475.00	2,337.00	5.58%
5320	Equipment Rental	0.00		1,000.00	1,000.00	0.00%
5310	Software	0.00		1,400.00	1,400.00	0.00%
5322	Training/ Dues/ Memberships	0.00		1,760.00	1,760.00	0.00%
	Total Services	\$0.00	\$138.00	\$6,635.00	\$6,497.00	
Supplies						
5299	Miscellaneous Supplies	0.00	106.95		(106.95)	0.00%
5207	Postage	16.50	16.50		(16.50)	0.00%
5222	Signs	0.00	121.98		(121.98)	0.00%
	Total Supplies	\$16.50	\$245.43		(\$245.43)	
	Health/Code Enforcement Totals	\$771.50	\$4,306.43	\$32,135.00	\$27,828.57	
Parks & Recreation						
Services						
5385	Building Repairs	0.00		500.00	500.00	0.00%
5320	Equipment Rental	0.00		4,000.00	4,000.00	0.00%
5355	Miscellaneous Expense	0.00	219.91	4,000.00	3,780.09	5.50%
5304	Special Events	512.35	4,913.89	10,500.00	5,586.11	46.80%
	Total Services	\$512.35	\$5,133.80	\$19,000.00	\$13,866.20	
Supplies						
5202	Equipment	0.00		1,000.00	1,000.00	0.00%
5299	Miscellaneous Supplies	0.00		500.00	500.00	0.00%
5201	Office Supplies	0.00		500.00	500.00	0.00%
	Total Supplies	\$0.00		\$2,000.00	\$2,000.00	
	Parks & Recreation Totals	\$512.35	\$5,133.80	\$21,000.00	\$15,866.20	

GENERAL FUND
Statement of Revenue and Expenditures

		Current Period Feb 2023 Actual	Year-To-Date Oct 2022 Feb 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Planning & Development						
City Projects						
5655	CDBG	3,587.55	3,850.05		(3,850.05)	0.00%
Total City Projects		\$3,587.55	\$3,850.05		(\$3,850.05)	
Contract Labor						
5105	Building Inspector	6,055.00	24,030.00	60,000.00	35,970.00	40.05%
5109	City Engineer	2,201.19	12,162.13	25,000.00	12,837.87	48.65%
5110	City Planner	0.00	15,410.91	40,000.00	24,589.09	38.53%
5108	Legal Expenses	0.00		5,000.00	5,000.00	0.00%
5102	Public Infrastructure	525.00	525.00		(525.00)	0.00%
Total Contract Labor		\$8,781.19	\$52,128.04	\$130,000.00	\$77,871.96	
Services						
5355	Miscellaneous Expense	0.00	292.00		(292.00)	0.00%
5350	Professional Services	0.00	3,048.20	15,700.00	12,651.80	19.42%
5310	Software	0.00		700.00	700.00	0.00%
Total Services		\$0.00	\$3,340.20	\$16,400.00	\$13,059.80	
Supplies						
5201	Office Supplies	0.00	580.06	1,500.00	919.94	38.67%
Total Supplies		\$0.00	\$580.06	\$1,500.00	\$919.94	
Planning & Development Totals		\$12,368.74	\$59,898.35	\$147,900.00	\$88,001.65	
Public Safety						
Capital Outlay						
6030	Buildings - Capital	0.00	14,977.14	17,270.00	2,292.86	86.72%
6060	Buildings - Extractor	0.00	1,498.91	10,450.00	8,951.09	14.34%
Total Capital Outlay		\$0.00	\$16,476.05	\$27,720.00	\$11,243.95	
City Projects						
5645	EMS Buildout	0.00	100.66		(100.66)	0.00%
Total City Projects		\$0.00	\$100.66		(\$100.66)	
Contract Labor						
5107	Contract Deputies	1,248.78	7,154.74	44,000.00	36,845.26	16.26%
5101	Contract Labor	2,950.00	15,250.00	37,400.00	22,150.00	40.78%
Total Contract Labor		\$4,198.78	\$22,404.74	\$81,400.00	\$58,995.26	
Services						
5385	Building Repairs	0.00	2,077.21		(2,077.21)	0.00%
5322	Training/ Dues/ Memberships	2,457.00	2,635.00	2,200.00	(435.00)	119.77%
Total Services		\$2,457.00	\$4,712.21	\$2,200.00	(\$2,512.21)	

GENERAL FUND
Statement of Revenue and Expenditures

		Current Period Feb 2023 Actual	Year-To-Date Oct 2022 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Supplies						
5202	Equipment	0.00	200.95		(200.95)	0.00%
5201	Office Supplies	0.00	166.97		(166.97)	0.00%
Total Supplies		\$0.00	\$367.92		(\$367.92)	
Public Safety Totals		\$6,655.78	\$44,061.58	\$111,320.00	\$67,258.42	
Public Works						
Capital Outlay						
6030	Buildings - Capital	0.00		35,000.00	35,000.00	0.00%
6020	Equipment - Capital	41,890.00	41,890.00	92,000.00	50,110.00	45.53%
6010	Vehicles - Capital	0.00		65,000.00	65,000.00	0.00%
Total Capital Outlay		\$41,890.00	\$41,890.00	\$192,000.00	\$150,110.00	
City Projects						
5655	CDBG	1,425.00	10,908.38		(10,908.38)	0.00%
5635	CR 4717	0.00	22,624.90		(22,624.90)	0.00%
5630	TDLR	0.00	10,709.50	10,300.00	(409.50)	103.98%
Total City Projects		\$1,425.00	\$44,242.78	\$10,300.00	(\$33,942.78)	
Contract Labor						
5105	Building Inspector	0.00		750.00	750.00	0.00%
5101	Contract Labor	0.00		15,000.00	15,000.00	0.00%
5102	Public Infrastructure	0.00	375.00	5,000.00	4,625.00	7.50%
Total Contract Labor		\$0.00	\$375.00	\$20,750.00	\$20,375.00	
Salaries & Payroll						
5007	FICA - Payroll Taxes	0.00		8,103.19	8,103.19	0.00%
5006	Health Insurance	1,711.24	6,768.30	21,481.92	14,713.62	31.51%
5004	Longevity Pay	0.00	136.00	64.00	(72.00)	212.50%
5012	LTD, STD and Life	0.00		1,890.67	1,890.67	0.00%
5003	Overtime	372.26	2,794.98	5,000.00	2,205.02	55.90%
5001	Salaries	12,017.16	47,879.76	105,924.00	58,044.24	45.20%
5005	TMRS	829.40	3,676.97	6,757.95	3,080.98	54.41%
5010	Unemployment	0.00		3,177.72	3,177.72	0.00%
5008	Worker's Comp	0.00	3.89	640.00	636.11	0.61%
Total Salaries & Payroll		\$14,930.06	\$61,259.90	\$153,039.45	\$91,779.55	
Services						
5385	Building Repairs	2,543.52	3,228.58	15,000.00	11,771.42	21.52%
5315	Electric / Trash	1,594.75	3,904.07	12,000.00	8,095.93	32.53%
5320	Equipment Rental	0.00	1,497.28	5,000.00	3,502.72	29.95%
5301	Fuel	386.14	3,397.42	8,000.00	4,602.58	42.47%

GENERAL FUND
Statement of Revenue and Expenditures

		Current Period Feb 2023 Actual	Year-To-Date Oct 2022 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
5335	Internet/Telephone	0.00		1,030.00	1,030.00	0.00%
5355	Miscellaneous Expense	634.75	639.24	1,500.00	860.76	42.62%
5395	Road Maintenance	16,505.37	20,772.31	50,000.00	29,227.69	41.54%
5345	Street Lights	484.80	2,160.43	11,940.00	9,779.57	18.09%
5303	Tolls	0.00		50.00	50.00	0.00%
5302	Tractor/ Truck Repairs	427.55	1,316.37	8,000.00	6,683.63	16.45%
5322	Training/ Dues/ Memberships	692.00	1,122.00	4,410.00	3,288.00	25.44%
	Total Services	\$23,268.88	\$38,037.70	\$116,930.00	\$78,892.30	
	Supplies					
5202	Equipment	50.18	2,796.47	7,500.00	4,703.53	37.29%
5299	Miscellaneous Supplies	439.08	732.04	2,000.00	1,267.96	36.60%
5201	Office Supplies	0.00	228.06	3,000.00	2,771.94	7.60%
5207	Postage	0.00		500.00	500.00	0.00%
5222	Signs	257.55	552.83	8,000.00	7,447.17	6.91%
5203	Uniforms	1,604.98	1,740.94	3,500.00	1,759.06	49.74%
	Total Supplies	\$2,351.79	\$6,050.34	\$24,500.00	\$18,449.66	
	Public Works Totals	\$83,865.73	\$191,855.72	\$517,519.45	\$325,663.73	
	Revenues					
	City Projects					
5650	LED Lights	0.00	(3,014.59)		3,014.59	0.00%
	Total City Projects	\$0.00	(\$3,014.59)		\$3,014.59	
	Services					
5322	Training/ Dues/ Memberships	0.00	(40.70)		40.70	0.00%
	Total Services	\$0.00	(\$40.70)		\$40.70	
	Revenues Totals	\$0.00	(\$3,055.29)		\$3,055.29	
	Expenses	\$180,640.07	\$600,528.61	\$1,517,048.36	\$916,519.75	
	Revenue Less Expenditures	\$190,106.09	\$536,443.62	\$264,341.69		
	Transfers Out					
	City Administration					
	Transfer Expense					
9100	Transfers Out	191,668.80	191,668.80		(191,668.80)	0.00%
	Total Transfer Expense	\$191,668.80	\$191,668.80		(\$191,668.80)	
	City Administration Totals	\$191,668.80	\$191,668.80		(\$191,668.80)	

GENERAL FUND
Statement of Revenue and Expenditures

		Current Period Feb 2023 Feb 2023 Actual	Year-To-Date Oct 2022 Feb 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Parks & Recreation						
Transfer Expense						
9100	Transfers Out	0.00		142,973.00	142,973.00	0.00%
Total Transfer Expense		\$0.00		\$142,973.00	\$142,973.00	
Parks & Recreation Totals		\$0.00		\$142,973.00	\$142,973.00	
Public Works						
Transfer Expense						
9100	Transfers Out	0.00		85,000.00	85,000.00	0.00%
Total Transfer Expense		\$0.00		\$85,000.00	\$85,000.00	
Public Works Totals		\$0.00		\$85,000.00	\$85,000.00	
Transfers Out		\$191,668.80	\$191,668.80	\$227,973.00	\$36,304.20	
Net Change in Fund Balance		(\$1,562.71)	\$344,774.82	\$36,368.69		
Fund Balances						
Beginning Fund Balance		2,026,147.80	1,679,810.27			0.00%
Net Change in Fund Balance		(1,562.71)	344,774.82	36,368.69		0.00%
Ending Fund Balance		2,024,585.09	2,024,585.09			0.00%

Statement of Revenue and Expenditures

		Current Period Feb 2023 Actual	Year-To-Date Oct 2022 Feb 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Revenue & Expenditures						
Expenses						
Court Building Security						
Supplies						
5202	Equipment	0.00	2,114.91		(2,114.91)	0.00%
Total Supplies		\$0.00	\$2,114.91		(\$2,114.91)	
Court Building Security Totals		\$0.00	\$2,114.91		(\$2,114.91)	
Court Technology Fund						
Services						
5310	Software	0.00	4,647.00		(4,647.00)	0.00%
Total Services		\$0.00	\$4,647.00		(\$4,647.00)	
Court Technology Fund Totals		\$0.00	\$4,647.00		(\$4,647.00)	
Parks & Recreation						
Contract Labor						
5109	City Engineer	0.00	6,001.00		(6,001.00)	0.00%
Total Contract Labor		\$0.00	\$6,001.00		(\$6,001.00)	
Parks & Recreation Totals		\$0.00	\$6,001.00		(\$6,001.00)	
Public Works						
Capital Outlay						
6040	Street - Capital	0.00	143,370.77		(143,370.77)	0.00%
Total Capital Outlay		\$0.00	\$143,370.77		(\$143,370.77)	
Debt Service Expense						
7020	2021 CO Bond Interest	0.00	28,712.50		(28,712.50)	0.00%
Total Debt Service Expense		\$0.00	\$28,712.50		(\$28,712.50)	
Public Works Totals		\$0.00	\$172,083.27		(\$172,083.27)	
Revenues						
Other Expense						
7185	Transfer Out - Special Rev	(143,370.77)	(143,370.77)		143,370.77	0.00%
Total Other Expense		(\$143,370.77)	(\$143,370.77)		\$143,370.77	
Revenues Totals		(\$143,370.77)	(\$143,370.77)		\$143,370.77	

Statement of Revenue and Expenditures

		Current Period Feb 2023 Actual	Year-To-Date Oct 2022 Feb 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Transporation Impact Fee						
Other Expense						
7185	Transfer Out - Special Rev	0.00	16,972.74		(16,972.74)	0.00%
Total Other Expense		\$0.00	\$16,972.74		(\$16,972.74)	
Transporation Impact Fee Totals		\$0.00	\$16,972.74		(\$16,972.74)	
Expenses		(\$143,370.77)	\$58,448.15		(\$58,448.15)	
Revenue Less Expenditures		\$143,370.77	(\$58,448.15)			
Transfers In						
Revenues						
Transfer Revenue						
8100	Transfers In	6,814.91	6,814.91		6,814.91	0.00%
Total Transfer Revenue		\$6,814.91	\$6,814.91		\$6,814.91	
Revenues Totals		\$6,814.91	\$6,814.91		\$6,814.91	
Transfers In		\$6,814.91	\$6,814.91		\$6,814.91	
Transfers Out						
Court Building Security						
Transfer Expense						
9100	Transfers Out	39.33	99.41		(99.41)	0.00%
Total Transfer Expense		\$39.33	\$99.41		(\$99.41)	
Court Building Security Totals		\$39.33	\$99.41		(\$99.41)	
Court Technology Fund						
Transfer Expense						
9100	Transfers Out	32.11	81.15		(81.15)	0.00%
Total Transfer Expense		\$32.11	\$81.15		(\$81.15)	
Court Technology Fund Totals		\$32.11	\$81.15		(\$81.15)	
Jury Fund						
Transfer Expense						
9100	Transfers Out	0.81	2.04		(2.04)	0.00%
Total Transfer Expense		\$0.81	\$2.04		(\$2.04)	
Jury Fund Totals		\$0.81	\$2.04		(\$2.04)	
Juvenile Case Fund						
Transfer Expense						
9100	Transfers Out	40.14	101.45		(101.45)	0.00%
Total Transfer Expense		\$40.14	\$101.45		(\$101.45)	
Juvenile Case Fund Totals		\$40.14	\$101.45		(\$101.45)	
Transfers Out		\$112.39	\$284.05		(\$284.05)	

Statement of Revenue and Expenditures

	Current Period Feb 2023 Feb 2023 Actual	Year-To-Date Oct 2022 Feb 2023 Actual	Annual Budget Oct 2022 Sep 2023	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Net Change in Fund Balance	\$150,073.29	(\$51,917.29)			

Fund Balances

Beginning Fund Balance	(543,683.34)	(341,692.76)			0.00%
Net Change in Fund Balance	150,073.29	(51,917.29)			0.00%
Ending Fund Balance	(393,610.05)	(393,610.05)			0.00%



AGENDA ITEM: 7A

**CITY COUNCIL
AGENDA MEMO**

**Prepared By: John Cabrales Jr, City Administrator
2023**

March 20,

ATLAS Municipal Services, LLC Professional Services Agreement

DESCRIPTION:

Receive, consider, and act on a Resolution authorizing the City Administrator to enter into an agreement with ATLAS Municipal Services, LLC 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 us that they will not be able to provide these services past March 2023, because the Inspector is retiring.

At the January 16, 2023, City Council meeting, staff shared the existing agreement with SAFEbuilt, and proposals from Bureau Veritas, Metrocode. Representatives from each of these companies made a brief presentation. 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. As previously stated, either company can provide the City with these services and can do a good job. On February 6, 2023, the City Council had a discussion, and the consensus of the Council was for the City Administrator to work with the City Attorney to enter into a new agreement with SAFEbuilt for the plan review and building inspection services. It was determined by the City Attorney that the existing agreement with SAFEbuilt was void since it was never executed.

After that meeting, staff began working with the SAFEbuilt representative, Lee Swain, on the transition of these services from EMI Services. However, staff was informed by Mr. Swain that he was leaving SAFEbuilt and forming his own plan review and building inspection services company, ATLAS Municipal Service LLC. He apparently has four former SAFEbuilt inspectors that are part of his company, but Mr. Swain has committed that he would personally be the inspector for the City of New Fairview. He is also proposing to charge a fifty percent (50%) of the municipal permit fee for residential inspections,

compared to fifty-five (55%) in the SAFEbuilt Agreement. Staff has had a positive working experience with Mr. Swain, he is responsive to questions and has made every scheduled meeting without fail.

Staff had a discussion with the City Council at the February 20, 2023, meeting on this change and possible opportunity of contracting with ATLAS Municipal Services for plan review and building inspection services. A concern was raised and discussed regarding Section 22 "Consultation Hiring of Consultant's Employees", of the SAFEbuilt Agreement. First, this Agreement with the SAFEbuilt had been opined to be voided. Second, Section 22 does not apply in this case because the City of New Fairview is not hiring Mr. Swain, or any other former SAFEbuilt employee. What is being considered is a standard Professional Service Agreement with a company, ATLAS Municipal Services, that happens to consist of former SAFEbuilt employees. The issue of a Noncompete Agreement was also discussed. A Noncompete Agreement between SAFEbuilt and their employees does not involve the City. Mr. Swain has stated he did not sign a Noncompete Agreement, and my understanding is the legal enforcement of these types of agreements are difficult at best.

I have personally worked with Mr. Swain as the Building Official/Inspector at another City and he provided us with good customer service and worked well with the staff. The New Fairview staff have also had a positive working experience with Mr. Swain in the short time that he has been interacting with us, and he is responsive to questions and has made every scheduled meeting without fail. I think we will get good reliable service from ATLAS, and we will see some savings for each permit, compared to going with SAFEbuilt. Based on the consensus of the City Council at the Feb. 20 meeting discussion, staff worked with the City Attorney in drafting a Professional Services Agreement ATLAS Municipal Services, LLC.

Staff recommends approval of the Resolution.

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 an agreement with ATLAS Municipal Services, LLC for the City's plan review and building inspection services.

ATTACHMENT(S):

1. Resolution 202303-01-120
2. Professional Services Agreement with Addendum A



City of New Fairview, Texas
RESOLUTION NO. 202303-01-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH ATLAS MUNICIPAL SERVICES, 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 30, 2023; and

WHEREAS, and the City recognizes that the volume of permits and inspections fluctuate over time, are anticipated to 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 Professional Services Agreement with ATLAS Municipal Service, 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 20th day of March 2023, 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 ATLAS MUNICIPAL SERVICES, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of New Fairview, Texas, ("City") and Atlas Municipal Services, LLC ("Consultant"). City and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, City 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, City 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 City. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required by this contract, and state law, for Services that they provide to the City. 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 City requires that consultant utilize hardware or software specified by or provided by City, City shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and City, 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.

The Contractor shall ensure that it performs only those services for which it is adequately equipped and staffed and that its employees perform only services for which they are adequately trained and licensed, if required.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between City 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 time frame 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, City shall pay Consultant for Services performed in accordance with Exhibit B- Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice City as Atlas, 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. City may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested City 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, City 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 the Consultant if approved by the City. 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, the City 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 the City 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 the City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. CITY OBLIGATIONS

City shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services. City 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 the City 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 the City. City 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 City 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 City agree that Consultant will provide similar service to other clients while under contract with City and City 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 City. City 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 City, including attendance at meetings, and Consultant's employees are not subject to the

direction and control of City. Except where required by City to use City information technology equipment or where requested to perform the services from office space provided by the City, 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 City 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 City. Consultant may subcontract any or all of the services to its Affiliates without notice to the City. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives City 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

CONSULTANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS AND OTHERS WORKING ON BEHALF OF CITY, 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, SERIOUS 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 CITY.

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 CITY 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.

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 the City. 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.
- 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 City and City'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. City 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 the City.

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, City 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 City. All such records, documents, notes, data and other materials shall become the exclusive property of City when Consultant has been compensated for the same as set forth herein, and City 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 City'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, City 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 City will be exported into a CSV file and become property of City. 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, City 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 City.

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, City 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. If Consultant is granted access to City's Records Management Systems, Consultant shall have taken all technical and organizational measures necessary to protect the information technology systems and Data used in connection with such access. Without limiting the foregoing, the Consultant and its subsidiaries have used reasonable efforts to establish and maintain, and have established, maintained, implemented and complied with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or Data used in connection with the operation of the Consultant's business ("Breach").

18. CONFIDENTIALITY

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

19. 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 City of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to the City when the assigned employee(s) is unavailable.

20. ANTI-DISCRIMINATION & ADA COMPLIANCE

Consultant agrees to comply with the City's EEO policy and, to the extent applicable with all federal and state anti-discrimination laws.

21. 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 City:	If to Consultant:
City Administrator City of New Fairview 999 Illinois Lane New Fairview, Texas 76078	Atlas Municipal Services, LLC

22. 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.

23. 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.

24. 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.

25. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Texas, with venue in Wise County. All services to be provided will be provided in accordance with applicable federal, state and local laws, including, but not limited to those in the attached Addendum.

Consultant also affirms that it has submitted the necessary forms to comply with:

- Texas Gov't Code Section 2252.908, Certificate of Interested Parties (Form 1295)(<https://www.ethics.state.tx.us/forms/1295.pdf>) and has returned a fully executed copy of the former as an attachment to this executed contract and proof of the latter to the City after filing with the Texas Ethics Commission as required by the referenced provision of the Texas Government Code.
- Chapter 176, Texas Local Gov't Code, Conflict of Interest Questionnaire (Form CIQ)(<https://www.ethics.state.tx.us/forms/CIQ.pdf>)

26. 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.

27. 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 for unit formation. Parties agree not to object to he 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.

28. 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.

29. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, along with attached Exhibits and Addendums (which are incorporated for all purposes) constitute the complete, entire and final agreement of the Parties regarding the subject matter hereof, and supersede any and all previous communications, representations, whether oral or written. 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.

Lee Swain
Atlas Municipal Services LLC

Date

John Cabrales, City Administrator
City of New Fairview, Texas

Date

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building, Electrical, Plumbing, Mechanical, OSSF and Fire

- ✓ Consultant utilizes an educational, informative approach to improve the customer’s experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Consultant’s Inspector may perform in person or virtual inspections at inspector discretion
 - Either inspection type may be used on the same permitted project
- ✓ Provide fire suppression, sprinkler, alarm system, fire access and hazmat storage inspections
- ✓ Perform OSSF inspection services, as Municipality’s designated representative (DR)
- ✓ 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
- ✓ 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
- ✓ Provide fire suppression, sprinkler, alarm system, fire access and hazmat storage plan review
- ✓ Perform OSSF plan review services, as Municipality’s designated representative (DR)
- ✓ 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 and submit to Consultant electronically

3. TIME OF PERFORMANCE

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

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
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		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	15 business days	5 business days or less
✓ Large commercial within	20 business days	10 business days or less	
✓ OSSF within	7 business days	5 business days or less	

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Beginning January 01, 2023 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.

Consultant fees for Services provided pursuant to this Agreement will be as follows and shall be effective the 1st (first) day of the month following full execution of Agreement.

COMMERCIAL AND MULTI-FAMILY FEES	
Plan Review Service – New, Remodel, Addition, Alteration	
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
Construction Inspection Service – New, Remodel, Addition, Alteration	
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
RESIDENTIAL 1 & 2 FAMILY FEES	
One and Two Family Construction Plan Review and Construction Inspection	
50% of the Municipality Permit Application Fee	

EXHIBIT C – MUNICIPAL SPECIFIED OR ATLAS Municipal Services LLC. PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. 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)

New Fairview - Atlas Municipal - Inspection Request Form

Address

Permit number

Inspection Type

Inspection Date Requested

Requestor

Requestor Contact phone

Requestor email

File Upload
browse files"/>

Send me a copy of my responses

LEE SWAIN

LICENSES AND CERTIFICATIONS

TX State Licensed Plumbing Inspector
Texas State Medical Gas Endorsement
Texas State MRFPS Endorsement
Texas State Licensed Residential
Wireman Electrician
Texas State Licensed Code
Enforcement Officer
ICC Residential Combination
Inspector
ICC Residential Electrical Inspector
ICC Residential Plumbing Inspector
ICC Residential Mechanical Inspector
ICC Residential Building Inspector ICC
Residential Energy Inspector/
Plans Examiner
ICC Commercial Combination
Inspector
ICC Commercial Mechanical Inspector
ICC Commercial Plumbing Inspector
ICC Commercial Building Inspector
ICC Commercial Energy Inspector
ICC Commercial Electrical Inspector
ICC Plumbing Plans Examiner
TREC Licensed Residential Inspector
Certified Vocational Instructor

WORK EXPERIENCE

- **Principal / Business Development / Inspector, Atlas, LLC | 2019 to Present**
 - Work closely with the operations teams to expand client relationships.
 - Develop trusted relationships with client leaders that have meaningful impact to their communities.
 - Establish Atlas and yourself as a credible, trusted advisor on community development services.
 - Create and present market and competitively differentiated solutions that Atlas can deliver and support by working closely with operations.
 - Perform assigned field inspections in accordance with adopted codes.
 - Collaborate with other inspectors to discuss code information and code interpretations.
 - Interpret and enforce the adopted building codes in a consistent manner for each jurisdiction assigned.
 - Document inspection results so that the information is clear, concise, complete, and understandable.
 - Perform inspections for existing client jurisdictions while identifying areas for improvement in customer service levels and implement changes with the approval of the Building Official.
 - Suggest/recommend procedures to improve operations.
 - Answer code related questions from builders and the public.
 - Schedule/assign inspections, complete/result inspection tickets, generate and print out inspection tickets in jurisdiction relevant software package.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites. Keep safety equipment in proper working condition and notify supervisor of any malfunctioning or missing safety equipment.
- **Client Liaison/Building Inspector, SAFEbuilt, LLC | 2018 to Present**
 - Work closely with the operations teams to expand client relationships
 - Develop trusted relationships with client leaders that have meaningful impact to their communities.
 - Establish SAFEbuilt and yourself as a credible, trusted advisor on community development services.
 - Create and present market and competitively differentiated solutions that SAFEbuilt can deliver and support by working closely with operations and all departments.
 - Prepare and respond to all target account requests for proposals, company information, and presentations on the company's capabilities that distinguishes SAFEbuilt from competition.
 - Successfully transition new logo client's to operations for effective client service delivery.
 - Maintain client databases and provide reporting and forecasting as required.
 - Perform assigned field inspections in accordance with adopted codes.
 - Collaborate with other inspectors to discuss code information and code

- interpretations to help ensure consistency of inspections.
- Interpret and enforce the adopted building codes in a consistent manner for each jurisdiction assigned.
- Document inspection results so that the information is clear, concise, complete, and understandable.
- Perform inspections for existing client jurisdictions while identifying areas for improvement in customer service levels and implement changes with the approval of the Building Official.
- Suggest/recommend procedures to improve operations.
- Answer code related questions from builders and the general public.
- Schedule/assign inspections, complete/result inspection tickets, generate and print out inspection tickets in jurisdiction relevant software package.
- Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
- Compensation for attending board and planning meetings after normal work hours is addressed under SAFEbuilt Ambassador Program.
- Attend scheduled training.
- Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites. Keep safety equipment in proper working condition and notify supervisor of any malfunctioning or missing safety equipment.

inspections on residential and commercial projects within assigned areas. Enforced all local ordinances and city codes. Worked with city staff and superintendents in the field to help them build safe structures that met the minimum code standards. Developed relationships with city staff, attended council meetings, educated vendor trades on code compliance to minimize

- **Inspection Services Manager, Business Development Manager,**

Bureau Veritas | 2004 to 2018

- Conducted and completed electrical, mechanical, plumbing, framing, and foundation

risk, and made presentations. Promoted to manager in 2010 supervising 6 full-time and 1 part-time inspectors. Assigned their daily routes, conducted performance reviews, scheduled in the field training and conducted business development meetings. Assigned the Building Official duties for the City of Murphy. Handled field inspections, administrative duties, conducted pre-development and pre-construction meetings. Handled all the in house plan review and assist with issuing permits.

- **Code Enforcement Officer, City of Anna (Part-time) | 2003 to 2010**
 - Enforced the property maintenance code which included writing violation letters and making contact with property owners. Advised property owners of violations and negotiated terms to allow reasonable time to cure. Writing citations when property owners failed to comply with violation terms and representing the city on disputes.
- **Building Inspector, City of Anna | 2003 to 2004**
 - Conduct and complete electrical, mechanical, plumbing, framing, and foundation inspections on residential and commercial projects within the city. Enforced local ordinances, and city codes.
- **Building Inspector, City of Carrollton | 2003 to 2004**
 - Conduct and complete electrical, mechanical, plumbing, framing, and foundation inspections on residential and commercial structures throughout the city. Project Manager on numerous commercial, and apartment projects. Additional duties included enforcement of the property maintenance code, making contact with the property owners, and issuing violations.
- **Building Inspector, City of Frisco | 1999 to 2003**
 - Duties included performing inspections in all phases of residential and commercial construction. Working with building superintendents to ensure the projects under construction meet the requirements of the building code. Also worked as a Code Enforcement Officer to ensure existing homes met the minimum standards of the property maintenance code.
- **Home Inspector, Home Tech Residential Inspections | 1997 to 1999**
 - Perform construction inspections on new and older homes. Prepare a computer report of the inspection findings. Look for and report any building defects, safety hazards of code violations. Give the home buyers and real estate agents a verbal and typed report regarding the inspection findings. Make recommendations for repairs.
- **Police Officer, Fayetteville Police Department | 1993 to 1997**
 - Patrol a zone in the city of Fayetteville North Carolina enforcing state laws and city ordinances. Make arrests, book prisoners, prepare cases for court and testify when requested. Served as a member, of the Fayetteville Police Department Emergency Response Team for two years.
- **Detention Deputy, Wake County Sheriff's Department | 1991 to 1993**
 - Employed as a Detention Deputy for the Wake County Sheriff's Department and was responsible for the care, welfare, and supervision of individuals detained in the county jail. Transported individuals to court, and other areas within the jail. Worked in direct supervision of juvenile, and maximum custody inmates for one year.
- **Marine, United States Marine Corps | 1986 to 1991**
 - Served as a Marine Corps Squad Leader. Learned survival and combat battle field tactics. Served in Operation Desert Storm 8/1990 to 4/1991. Received Navy Achievement Medal, combat action ribbon, good conduct medal, and sea service deployment ribbon. Meritoriously promoted to Lance Corporal upon graduation of boot camp and also meritoriously promoted to sergeant at end of Operation Desert Storm.

BRYAN C SURGI

CERTIFICATIONS

ICC certified Building Official

ICC certified Plans Examiner

ICC certified Energy
Inspector / Plans Examiner

ICC certified
Residential &
Commercial
Combination inspector
(Building, Electrical, Plumbing
and Mechanical)

Texas state licensed
(TSBPE) plumbing
inspector

Texas Commission
on Fire Protection
(TCFP) Certified
Fire inspector &
Plans Examiner

PROFESSIONAL EXPERIENCE

- **Principal / Building Official / Plans Examiner / Inspector**, Atlas Municipal Services, LLC, Texas, October 2022 to Current
 - Work closely with the Sales team to expand client relationships.
 - Develop trusted relationships with client leaders that have meaningful impact to their communities.
 - Establish Atlas and yourself as a credible, trusted advisor on community development services.
 - Create and present market and competitively differentiated solutions that Atlas can deliver and support by working closely with operations.
 - Perform assigned field inspections in accordance with adopted codes.
 - Collaborate with other inspectors to discuss code information and code interpretations.
 - Interpret and enforce the adopted building codes in a consistent manner for each jurisdiction assigned.
 - Document inspection results so that the information is clear, concise, complete, and understandable.
 - Perform inspections for existing client jurisdictions while identifying areas for improvement in customer service levels and implement changes with the approval of municipal Building Official.
 - Suggest/recommend procedures to improve operations.
 - Answer code related questions from builders and the public.
 - Schedule/assign inspections, complete/result inspection tickets, generate and print out inspection tickets in jurisdiction relevant software package.
 - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
 - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites. Keep safety equipment in proper working condition and notify supervisor of any malfunctioning or missing safety equipment.
- **Building Official**, SAFEbuilt, LLC, Austin, TX, June 2020 to Current
 - Accepts management responsibility for activities, operations and services of the Building Division; directs, coordinates, reviews and participates in the work of professional and technical employees and contract personnel to ensure that codes are properly enforced with uniformity, equity, and safety; provides interpretation and decisions on applicable codes, rules, regulations and technical problems of enforcement; monitors plan check flow; coordinates activities with other departments, outside agencies, contract service providers and organizations.
 - Performs residential and commercial plan review
 - Performs residential and commercial inspections to ensure code

requirements are followed.

- **Construction Administrator / Construction Inspector,**

DBR
Engineering
Consultants,
INC,
2018
to
2020

- Inspect renovation and new construction commercial construction projects including but not limited to, Austin ISD schools, hospitals, low rise buildings and retail centers. Prepare detailed observation reports that include a narrative for corrective action. Review RFIs and proposal request for change orders. Observe M.E.P. work to verify engineering specifications and code compliance are being followed. Review and document project material submittals. Attend equipment startups to ensure correct procedures are followed.

- **Chief Building Official, City of Hutto, TX, 2017 to 2019**

- Accepts management

responsibility for activities, operations and services of the Building Division; directs, coordinates, reviews and participates in the work of professional and technical employees and contract personnel to ensure that codes are properly enforced with uniformity, equity, and safety; provides interpretation and decisions on applicable codes, rules, regulations and technical problems of enforcement; monitors plan check flow; coordinates activities with other

City departments, outside agencies, contract service providers and organizations.

- Performs residential and commercial plan review
- Performs residential and commercial inspections to ensure code requirements are followed.

- **Chief Building Official, City of Harahan, LA, 2015-2017**

- Accepts management responsibility for activities, operations and services of the Building Division; directs, coordinates, reviews and participates in the work of professional and technical employees and contract personnel to ensure that codes are properly enforced with uniformity, equity, and safety; provides interpretation and decisions on applicable codes, rules, regulations and technical problems of enforcement; monitors plan check flow; coordinates activities with other City departments, outside agencies, contract service providers and organizations.

- Performs residential and commercial plan review
- Performs residential and commercial inspections to ensure code requirements are followed.

- **I.E.C.I, Owner / Plans Examiner / Inspector** Metairie, LA , October 2011
 - Perform 3rd party electrical, mechanical, gas and building inspections.
 - Perform 3rd party construction and demolition consultations and inspection audits on residential and commercial buildings.
 - Perform 3rd party plan review to ensure national and local codes are followed.
 - Document inspections and ensure local governments receive inspection reports.
 - Train and mentor new inspectors.
 - Ensure inspections are scheduled and performed in a timely, efficient manner.

JAMES CHUMLEY

Inspector

LICENSES & CERTIFICATIONS

State Licenses

Plumbing Inspector License #3730

with Med Gas

Master Electrical License #224897

ICC Certifications

Certified Building Official

Master Code Professional

Building Inspector

Building Plans Examiner

Combination Inspector

Commercial Building Inspector

Commercial Combination

Inspector

Commercial Electrical Inspector

Commercial Mechanical Inspector

Commercial Plumbing Inspector

Electrical Inspector

Electrical Plans Examiner

Mechanical Inspector

Plumbing Inspector

Residential Building Inspector

Residential Combination Inspector

Residential Electrical Inspector

Residential Energy Inspector/
Plans Examiner

Residential Mechanical Inspector

Residential Plumbing Inspector

Mr. Chumley is a Certified Inspector in multiple disciplines including electrical and plumbing. As a Master Electrician since 2010, he has an exceptional depth of practical experience providing great "bandwidth" for projects from single story single family to high rise residential and commercial projects.

EXPERIENCE

- **Building Inspector** Atlas Municipal Services | 2022 – Present
 - Perform residential and commercial building, electrical, and mechanical inspections for various municipalities.
 - Collaborate with contractors, homeowners, and architects to complete building projects per municipal code.
 - Perform residential and commercial plan review services for various municipalities throughout Texas.
 - Provide code enforcement services for various municipalities.
- Proficiently use various municipal software to submit inspection results
 - Perform residential and commercial building, electrical, and mechanical inspections for various municipalities.
 - Collaborate with contractors, homeowners, and architects to complete building projects per municipal code.
 - Perform residential and commercial plan review services for various municipalities throughout Texas.
 - Provide code enforcement services for various municipalities.
 - Proficiently use various municipal software to submit inspection results.
- **Building Inspector** SAFEbuilt | 2022 – Present
 - Perform residential and commercial building, electrical, and mechanical inspections for various municipalities.
 - Collaborate with contractors, homeowners, and architects to complete building projects per municipal code.
 - Perform residential and commercial plan review services for various municipalities throughout Texas.
 - Provide code enforcement services for various municipalities.
- Proficiently use various municipal software to submit inspection results
 - Perform residential and commercial building, electrical, and mechanical inspections for various municipalities.
 - Collaborate with contractors, homeowners, and architects to complete building projects per municipal code.
 - Perform residential and commercial plan review services for various municipalities throughout Texas.
 - Provide code enforcement services for various municipalities.
 - Proficiently use various municipal software to submit inspection results.
- **Inspector** Denton County FWS District 1-A | 2014 – 2022
 - Initially did only electrical inspections, until obtaining plumbing inspections certifications in 2019.
 - Worked directly with Director on Inspections and other full time and part time certified inspectors.
 - Performed as many as 40 inspections per day followed up with calls and meetings.
 - Participated in pre-constructions meetings as frequently as weekly.
 - Performed building, mechanical, electrical and plumbing inspections simultaneously while on site providing efficient use of time both for client and District.
 - Required minimal supervision for as much as \$2.5M in permit revenue in single fiscal year.

- **Inspector City of Dallas | 2011 – 2014**
 - Performed route inspections for electrical installations both commercial and residential.
 - Daily contact with multiple contractors answering code questions by phone.
 - Participated in weekly construction meetings with contractors.

Addendum "A"
Statutorily Required Provisions

1. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002, TEX. GOV'T. CODE, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Consultant hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with § 2274.002, TEX. GOV'T. CODE, as amended, to the extent § 2274.002, TEX. GOV'T. CODE does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in § 809.001, TEX.GOV'T.CODE. Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

2. Certifications Regarding Terrorist Organizations and Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 TEX. GOV'T. CODE, Consultant hereby certifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

3. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 TEX. GOV'T. CODE, Consultant and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (TEX. GOV'T. CODE §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, TEX. GOV'T. CODE, to the extent the applicable provision in Chapter 2271.001, TEX. GOV'T. CODE does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), TEX. GOV'T. CODE. Consultant understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

March 20, 2023

Public Improvements to Wilson Court, Creasser Lane, Stewart Street and the parking lot of the city park

DESCRIPTION:

Receive, consider, and act on a Resolution authorizing a Not-to-Exceed amount for improvements to Wilson Court, Creasser Lane, Stewart Street and the parking lot of the City Park.

BACKGROUND INFORMATION:

On January 16, 2023, the City Council approved a Project Agreement with Wise County that included the grinding of the old asphalt, applying base material, and laying asphalt to Wilson Court, Creasser Lane, a portion of Stewart Street, and the parking lot of the new park. Some of these improvements in the Chisholm Hills subdivision are part of a Texas Department of Agriculture (TDA), 2021-22 Texas Community Development Block Grant (TxCDBG) project in the amount of \$350,000, with a local match of \$83,784, for the reconstruction of Wilson Court and Creasser Lane. On September 6, 2022, the City Council awarded a contract to JR West Texas Construction in the amount of \$426,991.50, for drainage improvements to Wilson Court and Creasser Lane as part of the TxCDBG. That drainage improvement project began on January 30, 2023, and will be done before the 120 days allotted in the agreement.

On March 6, 2022, the City Council awarded a drainage improvement project for Stewart Street, and the City Park located at 150 Stewart Street, to 3H Concrete Inc. for a total of \$23,690. This project is anticipated to be completed around the same time that JR West Texas Construction is completing their drainage improvement project.

The City has been in communication with Wise County Commissioner Precinct 1, Biff Hayes, on the reconstruction of these roads and the parking lot at the City Park. Commissioner Hayes is supportive of the City's request and has stated he will be ready to begin the road reconstruction as soon as the drainage improvement work is completed. Per the Project Agreement, the City is responsible for all material costs, including the cost for the rental of any equipment needed for the project. The County is responsible for their personnel and equipment costs for this project.

Staff worked with the County on determining the amount of road materials needed and associated costs. Staff also prepared estimated costs for the guardrails and street signs that will be needed for

this project, but that will not be done by Wise County. Those costs can be found in the Financial Consideration Section below.

Staff recommends approval of the resolution.

FINANCIAL CONSIDERATION:

The City will be responsible for all material costs for this project. The table with breakdown of the costs for this project is attached, but below is the cost for the individual components for a total estimated amount of \$200,521.13. Staff is also requesting a project contingency in the amount of \$10,000.

Road Materials (road base, asphalt, tack, etc.)	\$140,696.13
Delivery fee for oil	\$ 3,000.00
Guard Rail materials and installation	\$ 54,250.00
Signs	<u>\$ 2,575.00</u>
TOTAL	\$ 200,521.13

The TxCDBG project has \$433,784 obligated that includes the grant and local matching funds. The Council awarded a contract to JR West Texas Construction for drainage improvements to Wilson Court and Creasser Lane for \$426,991.50. This contract has been amended to remove unneeded driveway culvert work, resulting in a surplus of \$23,750, thus the final costs for the drainage improvement is estimated at \$403,241.50. This will leave a balance of \$30,542.50 of unobligated TxCDBG project funds that will go towards the cost of materials for Wilson Court and/or Creasser Lane.

On September 26, 2022, the City received \$191,668.80 from the Texas Division of Emergency Management. This was the second and final allocation of the City’s Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from the American Rescue Plan Act (ARPA) that was signed into law in March 2021. The City did receive its first payment in late 2021 for approximately the same amount. These funds are intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. The ARPA-SLFRF funds received in 2021 were used for street reconstruction projects in Chisholm Hills.

Staff recommends the placement of the \$191,668.80 SLFRF funds into the Capital Improvements Project Special Revenue Fund and use them to pay for this road reconstruction project. Below are the estimated revenues, expenditures, and balances of the Capital Improvements Project Special Revenue Fund. You will note that this Fund is estimated to have a negative balance at the end of the current fiscal year.

**FY 2022-23 Capital Improvements Project Fund
Fund-11**

	FY 2020-21 Actual	FY 2021-22 Adopted	FY 2022-23 Proposed
REVENUES			
2021 CO Bond	\$3,005,794.15	\$0.00	\$0.00
Transfer from Gen Fund	\$21,584.75	\$120,000.00	\$85,000.00
CDBG Grant	\$0.00	\$0.00	\$350,000.00
Interest Income	\$0.00	\$0.00	\$500.00
TOTAL REVENUES	\$3,027,378.90	\$120,000.00	\$435,500.00
EXPENDITURES			
Chisholm Hills Road Project	\$507,834.63	\$2,506,240.69	\$142,848.35
CDBG Road Project	\$0.00	\$0.00	\$527,000.00
S County Line Road Bridge	\$21,584.75	\$0.00	\$0.00
TOTAL EXPENDITURES	\$529,419.38	\$2,506,240.69	\$669,848.35
FUND BALANCE			
Net Change in Fund Balance	\$2,497,959.52	-\$2,386,240.69	-\$234,348.35
Fund Balance, Beginning	0	\$2,497,959.52	\$111,718.83
Fund Balance, Ending	\$2,497,959.52	\$111,718.83	-\$122,629.52

RECOMMENDED MOTIONS:

I move to **Approve/Deny** on a Resolution authorizing a Not-to-Exceed amount of \$200,521.13, with a \$10,000 contingency amount, for improvements to Wilson Court, Creasser Lane, Stewart Street, and the parking lot of the city park.

ATTACHMENT(S):

1. Wilson, Creasser, Stewart, and City Park Parking Lot Reconstruction Cost
2. Resolution 202303-03-122

Wilson, Creaser, Stewart and City Park Parking Lot Reconstruction Cost

Material Type	Tons/Gallons	Cubic Yards	Thickness	Street(s)	Price per ton/gallon	Total	Length	Width	SQFT
Road Base	1124 tons		8 Inches	Creaser Ln	\$9 per ton	\$10,116	1089ft	22ft	
Road Base	2357.3 tons		8 Inches	Wilson Ct	\$9 per ton	\$21,213	2284ft	22ft	
Road Base	593.70 tons		8 Inches	Stewart St / Parking lot	\$9 per ton	\$5,343.30			12,600
Asphalt	361.87 tons	184.861	2.5 Inches	Creaser Ln	\$73 per ton	\$26,416.19	1089ft	22ft	
Asphalt	758.95 tons	387.716	2.5 Inches	Wilson Ct	\$73 per ton	\$55,403.65	2284ft	22ft	
Asphalt	191.16 tons	97.654	2.5 Inches	Stewart St / Parking lot	\$73 per ton	\$13,954.68			12,600
Tack (Prime Oil)	505 gal		.19 Application Rate	Creaser Ln	\$4.50 per gallon	\$2,272.50	1089ft	22ft	
Tack (Prime Oil)	1061.00 gal		.19 Application Rate	Wilson Ct	\$4.50 per gallon	\$4,774.50	2284ft	22ft	
Tack (Prime Oil)	267.18 gal		.19 Application Rate	Stewart St / Parking lot	\$4.50 per gallon	\$1,202.31			12,600
Total For Materials						\$140,696.13			
Delivery Fee For Oil						\$3,000.00			
Material	Cost Per Foot	Lnft of Material				Total			
Guard Rail	\$/ft	175				\$54,250.00			
Street(S)	Pole Quantity/Cost	Stop Sign	Regulatory Sign	Park Sign	Street Sign	Total			
Creaser Ln	4 x 100 = 400	2 x 65 = 130	2 x 45 = 90		2 x 90 = 180	\$800.00			
Wilson Ct	7 x 100 = 700		7 x 45 = 315			\$1,015.00			
Stewart St/ Parking Lot	5 x 100 = 500			4 x 65 = 260		\$760.00			
Total For Above						\$2,575.00			
Project Grand Total						\$200,521.13			



**RESOLUTION
202303-03-122**

RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS AUTHORIZING A NOT TO EXCEED AMOUNT FOR CAPITAL IMPROVEMENTS TO WILSON COURT, CREASSER LANE, STEWART STREET, AND THE PARKING LOT OF THE CITY PARK AND A BUDGET TRANSFER.

WHEREAS, the City of New Fairview is a Type A General Law incorporated city, in the State of Texas; and

WHEREAS, on January 16, 2023, the City Council approved a Project Agreement with Wise County that included grinding of the old asphalt, applying base material, and laying new asphalt to Wilson Court, Creasser Lane, as well as a portion of Stewart Street, and to the parking lot of the new park (Project); and

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

WHEREAS, some of these improvements in the Chisholm Hills subdivision are part of a Texas Department of Agriculture, 2021-22 Texas Community Development Block Grant (TxCDBG) project in the amount of \$350,000, with a local match of \$83,784, for the reconstruction of Wilson Court and Creasser Lane; and

WHEREAS, on September 6, 2022, the City Council awarded a contract to JR West Texas Construction in the amount of \$426,991.50, for drainage improvements to Wilson Court and Creasser Lane as part of the TxCDBG; and

WHEREAS, on March 6, 2022, the City Council awarded a drainage improvement project for Stewart Street, and the City Park located at 150 Stewart Street, to 3H Concrete Inc. for a total of \$23,690; and

WHEREAS, City staff worked with the County in determining the amount of road materials needed and the associated costs. Staff have also prepared estimated costs for the guardrails and street signs that will also be needed for this project; and

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

NOW, THEREFORE, BE IT RESOLVED:

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

Section 2. That the City Council approves a not-to-exceed Project amount of \$200,521.13, and a Project contingency amount of \$10,000.

Section 3. That the City Council approves the budget transfer of \$191,668.80 in the City’s Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from the General Fund Balance to the Capital Improvements Project Special Revenue Fund for this Project.

Section 4. That if any portion of this resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determined that it would have adopted this Resolution without the invalid provision.

Section 5. That this Resolution shall become effective from and after its date of passage.

PRESENTED AND PASSED on the 20th day of March, 2023, at a Regular Meeting of the New Fairview City Council.

APPROVED:

ATTESTED:

John Taylor, Mayor

Brooke Boller, City Secretary



AGENDA ITEM: 7C

**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

March 20, 2023

Strategic Plan

DESCRIPTION:

Receive, consider, and act on a Resolution adopting a Strategic Plan for the City, including a Vision Statement, Mission Statement, Core Values, and Strategic Goals and Objectives.

BACKGROUND INFORMATION:

Strategic Planning is a process in which an organization's leaders define their vision for the future and identify their organization's goals and objectives. The process includes establishing the sequence in which those goals should be realized so that the organization can reach its stated vision. It involves developing a Vision and Mission Statement, Core Values, and goals, priorities, and action steps needed.

A Vision Statement is an organization's declaration of what it desires to achieve and become in the future. Vision Statements act as a goal for an organization to strive toward and must align with its Mission, Strategic Plan, its culture, and its Core Values.

A Mission Statement is a concise explanation of the organization's reason for existence. It describes the organization's purpose and its overall intention. The Mission Statement supports the vision and serves to communicate purpose and direction to employees, customers, and other stakeholders. This is a main building block to the formulation of the Strategic Plan.

Core Values lists the principles that guide and direct the organization and its culture. In a values-led organization, the values create a moral compass for the organization and its employees. It guides decision-making and establishes a standard against which actions can be assessed. These Core Values are an internalized framework that is shared and acted on by leadership.

A Strategic Plan should focus on a handful of goals; maybe five or six priorities for an organization our size. These goals should be aligned with the Mission and Vision Statements and should contain Strategic Objectives. It should be actionable, measurable, and easy to understand so that it can be used in making operational decisions. A Strategic Plan serves as a roadmap that can be used to prioritize resources (including the budget), goals, and operational initiatives.

In 2021, the City of New contracted with Texas A&M AgriLife Extension for the Texas Rural Leadership Program to conduct a Strategic Planning initiative with the Planning and Zoning Commission. The process resulted in the drafting of a draft Vision Statement, Mission Statement, Core Values, and strategic goals and objectives. However, this work was never shared with the City Council, so the City never adopted them.

It is important to involve as many people as possible to get diverse input when engaging in the Strategic Planning process to better understand community priorities. On December 8, 2022, the City launched a New Fairview Citizen Survey that collected input from residents on various city related topics. The survey was concluded on January 16, 2023, with ninety respondents to the survey. On February 3, 2023, the City Council held a Strategic Planning retreat to review the results of the citizen survey. Staff also shared the results of the 2021 City Strategic Planning initiative, and gave sample Vision Statements, Mission Statements, Core Values, and strategic goals and objectives from other cities. Attached are the results of the Strategic Planning retreat, based on the consensus of the City Council.

On February 20, 2023, staff had a work session discussion with the City Council on the City's draft Vision Statement, Mission Statement, Core Values, and strategic goals and objectives based on the input from the Strategic Planning retreat. Staff was directed to prepare a resolution for the adoption of the City's Vision Statement, Mission Statement, Core Values, and strategic goals and objectives.

The City Strategic Plan adopted by the City Council resolution will be placed on the City's website and will be used in the upcoming Fiscal Year 2023-24 Budget discussions with Council. The City's Strategic Plan, including its Vision Statement, Mission Statement, Core Values and Strategic Goals and Objectives will also be used by staff in our daily operations. Staff will identify some key performance indicators for each strategic goal so that staff can come back to Council later to share any progress made. Additionally, as a reminder, Strategic Plans are not static documents; they change as new circumstances arise, both internally and externally. As such, staff will have a discussion with the City Council in the near future.

Staff recommends the approval of the Resolution.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution adopting a Strategic Plan for the City, including a Vision Statement, Mission Statement, Core Values, and Strategic Goals and Objectives.

ATTACHMENT(S):

1. Strategic Plan
2. Resolution 202303-04-123



STRATEGIC PLAN

Adopted March 20, 2023



www.newfairview.org

TABLE OF CONTENTS

Message from the Mayor	3
Welcome to New Fairview	4
Strategic Planning Process Overview	5
Vision, Mission and Core Values	6
Strategic Goals and Objectives	8

Message from the Mayor

It is my pleasure to present to you our City's Strategic Plan based on input from the community, City Council and staff. This plan signals to all that New Fairview is preserving our rural heritage, seeking opportunities to partner with others, protect our residents, improve our public infrastructure and manage the growth is upon us. The Strategic Plan includes the City's first ever Vision and Mission Statements, Core Values and Strategic Goals and Objectives.

I expect this Plan to serve as a guide and provide the City Council, staff and the citizens of New Fairview with an in-depth list of things that we need to attend to. This Strategic Plan is an all-encompassing systematic approach that permits the current and future City Councils that ability to best allocate the resources entrusted to us by our citizens. It will give us the ability to prioritize the actions that have to be taken in order to meet the overall goals that we need to fulfill in order to generate the results that the citizens expect and deserve.

Many hours have been invested in the creation of this Strategic Plan, including the creation, implementation and results tabulation of the New Fairview Citizen Survey. I would like to personally thank the ninety (90) respondents to the survey because your input was valuable in helping the City Council identify and prioritize strategic objectives and goals.

This Strategic Plan has been placed on the City website and will be used in the upcoming Fiscal Year 2023-24 Budget discussions. The plan will also be used by staff in our daily operations and they will identify some key performance indicators for each strategic goal and report the progress made. The City Council will then review these progress reports and have discussions with staff. Strategic plans are not static documents, they change as new circumstances arise, both internally and externally. As such, the City Council will review the plan at least once a year to determine if any changes are needed, and to ensure that we are addressing priorities identified by the community.

Welcome to New Fairview

Located just 15 minutes north of the Alliance Corridor, amongst rolling hills and open plains, the City of New Fairview residents enjoy all the benefits of living in a semi-rural atmosphere, with the amenities of a short 30-minute drive to downtown Fort Worth. The Dallas-Fort Worth Metroplex is one of the fastest-growing areas in the state, consisting of 12 counties, more than 200 cities, and over 8 million people. The combination of an ideal location, strong Texas economy, and staggering population growth has resulted in New Fairview seeing a 31.2% growth rate from 2021 to 2022 for an estimated population of 2,060. This made New Fairview one of the top ten (10) fastest growing cities by percent in the North Central Texas Council of Governments region.

By area, New Fairview is the largest city in Wise County, consisting of approximately 16 square miles, bounded by State Highway 287 to the west, the Wise and Denton County line to the east, and State Highway 114 approximately four miles to the south. New Fairview was originally settled by immigrants from the Illinois Valley, who creatively named the area, the “Illinois settlement”. The settlement's name was later changed to Fairview, due to the scenic vistas of the rolling hills and the surrounding prairies, only to be changed once again, in 1999, to New Fairview, when the city alderman discovered they were sharing their name with 14 other cities in Texas. The many large tracts of land remaining in the city have predominantly been held by families for generations, who have a strong ranching and dairy farm history, as well as having over 400 active Barnett Shale gas wells.

The City of New Fairview is served by the Northwest and Decatur ISD, which is a primary driver of the new housing development being seen between State Highway 287 and I-35.

Strategic Planning Process Overview

Strategic planning is a process in which an organization's leaders define their vision for the future and identify their organization's goals and objectives. The process includes establishing the sequence in which those goals should be realized so that the organization can reach its stated vision. It is important to involve as many people as possible to get diverse input when engaging in the strategic planning process to better understand community priorities. On December 8, 2022, the City launched a New Fairview Citizen Survey that collected input from residents on various city related topics. The survey was concluded on January 16, 2023, with ninety respondents to the survey.

On February 3, 2023, the City Council held a strategic planning retreat to review the results of the citizen survey. The Council reviewed the results of the 2021 City strategic planning initiative, and sample vision statements, mission statements, core values, and strategic goals and objectives from other cities. The strategic planning retreat focused primarily on what the City of New Fairview needs to do to realize its vision for the community's future and accomplish the mission of the organization. The strategic planning process was more policy-oriented and less about how to carry out the day-to-day operations and delivery of public services.

On February 20, 2023, staff had a work session discussion with the City Council on the draft vision statement, mission statement, core values, and strategic goals and objectives based on the input from the strategic planning retreat. Staff was directed to prepare a resolution for the adoption of a vision statement, mission statement, core values, and strategic goals and objectives. On March 20, 2023, the City Council passed Resolution (222303-04-123) adopting the Strategic Plan for the City, including a Vision Statement, Mission Statement, Core Values, and Strategic Goals and Objectives.

Vision, Mission, and Core Values

An organization's Vision is aspirational in nature. It defines what the organization wants to be or to achieve. It is an idealized description of the desired future state of the community. Vision statements act as a goal for an organization to strive toward and must align with its mission, strategic planning, culture, and core values. Below is the City Council's shared vision for New Fairview's future.

NEW FAIRVIEW VISION

New Fairview is a thriving rural community determined to balance old and new while strategically managing growth and sustainability for the next generation.

Whereas the Vision Statement describes the idealized future state of the community, a Mission Statement describes the organization's purpose. It defines the "business" of the organization and its relationship with its customers. The Mission Statement supports the vision and serves to communicate purpose and direction to employees, customers, and other stakeholders. This is a main building block to the formulation of the strategic plan. Below is the City Council's shared mission for the organization.

NEW FAIRVIEW MISSION

New Fairview is committed to governing with integrity and fiscal responsibility to ensure the overall quality of life for our citizens by providing excellence in public safety, economic growth, public infrastructure, and community services.

Core Values are the fundamental principles that guide how members of the organization conduct themselves while carrying out the mission in pursuit of the vision. Together, the values provide an ethical framework for decision-making and action. In a values-led organization, the values create

a moral compass for the organization and its employees. It guides decision-making and establishes a standard against which actions can be assessed. These core values are an internalized framework that is shared and acted on by leadership. Below are the City Council’s shared Core Values for the organization.

NEW FAIRVIEW CORE VALUES

Integrity

Service

Trust

Transparency

Respectful

Accountable

Family Friendly

Fiscally Responsible

Preservation of our Natural Beauty

Strategic Goals and Objectives

A Strategic Plan should focus on a handful of Strategic Goals for an organization. These Strategic Goals should be aligned with the mission and vision statements and should each contain Strategic Objectives. The Strategic Objectives should be actionable, measurable, and easy to understand so that they can be used in making operational decisions. The Strategic Plan serves as a roadmap that can be used to prioritize resources, including the budget, goals, and operational initiatives.

A set of Strategic Objectives were identified and discussed using the ideas generated by the City Council, and based on the Citizen Satisfaction Survey, in a brainstorming activity during the strategic planning retreat. The objectives were then ranked by the City Council, without staff participation. The objectives receiving three or more votes were then grouped into strategic goals, for a total of six (6) Strategic Goals. Below are the City Council's shared Strategic Goals and Objectives for the organization.

GOAL 1 – Protect the Public

OBJECTIVE 1.1 – Improve Animal Control Services.

OBJECTIVE 1.2 – Improve Code Enforcement.

OBJECTIVE 1.3 – Grow Public Safety Services.

GOAL 2 – Invest in Infrastructure

OBJECTIVE 2.1 – Better Roads and Drainage.

OBJECTIVE 2.2 – Convert Multi-Purpose Building to public safety use only.

OBJECTIVE 2.3 – Build a Public Works Building.

GOAL 3 – Manage or Growth

OBJECTIVE 3.1 – Respect for our rural heritage.

OBJECTIVE 3.2 – Keep existing new residential minimum to one (1) acre lots.

OBJECTIVE 3.3 – Update the Zoning Map.

GOAL 4 – Exercise Fiscal Responsibility

OBJECTIVE 4.1 – Sustain a low Property Tax Rate.

OBJECTIVE 4.2 – Seek grant opportunities.

OBJECTIVE 4.3 – Seek interlocal opportunities.

GOAL 5 – Parks & Beautification

OBJECTIVE 5.1 – Develop and enhance Community Events.

OBJECTIVE 5.2 – Enhance the beautification of the community.

GOAL 6 – Advance our Interests

OBJECTIVE 6.1 – Improve Communication.

OBJECTIVE 6.2 – Protect Extraterritorial Jurisdiction.

OBJECTIVE 6.3 – Develop and Economic Development Plan.



City of New Fairview, Texas
RESOLUTION NO. 202303-04-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS TO ADOPT A NEW STRATEGIC PLAN, INCLUDING A VISION STATEMENT, MISSION STATEMENT, CORE VALUES, AND STRATEGIC GOALS AND OBJECTIVES, PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council and staff have conducted strategic planning work sessions, as well as the City conducting a New Fairview Citizen Survey that collected input from residents on various city related topics; and

WHEREAS, on February 3, 2023, the City Council held a strategic planning retreat to review the results of the citizen survey, and discuss a vision statement, mission statement, core values, and strategic goals and objectives; and

WHEREAS, on February 20, 2023, staff had a work session discussion with the City Council to complete a review of strategic plan issues as shown in the attached City of New Fairview Strategic Plan documents on the draft vision statement, mission statement, core values, and strategic goals and objectives based on the input from the strategic planning retreat; and

WHEREAS, strategic planning is a disciplined effort to produce fundamental decisions and actions that shape and guide what an organization is, what it does and why it performs the services and/or programs it does; and

WHEREAS, there are numerous benefits to strategic planning, including: organizations' ability to increase their effectiveness and efficiency, improve understanding through better learning, make better decisions, enhance organizational capabilities, improve communications and public relations as well as increase political support.

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

Section 1: That the foregoing recitals are deemed true and material parts of this resolution and are fully incorporated herein by reference.

Section 2: The City Council hereby adopts a new City Strategic Plan, including a Vision Statement, Mission Statement, Core Values, and Strategic Goals and Objectives, which is attached hereto as Attachment A and incorporated fully herein for all purposes.

Section 3: The City Council hereby authorizes and directs the City Administrator to commence any steps necessary to implement, utilize, and promote the new City Strategic Plan.

Section 4: 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 5: That this Resolution shall take effect immediately upon its passage, and it is so resolved.

PRESENTED AND PASSED on this 20th day of March 2023, at a Regular meeting of the New Fairview City Council.

JOHN TAYLOR, Mayor

ATTEST:

BROOKE BOLLER, City Secretary



**CITY COUNCIL
AGENDA MEMO**

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

March 20, 2023

Revised Master Fee Schedule

DESCRIPTION:

Receive, consider, and act on an Ordinance adopting a revised Master Schedule of Fees for the City of New Fairview.

BACKGROUND INFORMATION:

According to the City Code of Ordinances, Chapter 9 "PLANNING AND DEVELOPMENT," Article 5 "Administration," Section 38 "FEE SCHEDULE," states:

§ 38. Fee Schedule. The City Council shall establish a schedule of fees, charges and expenses and a collection procedure for the administration, review, and processing of applications regarding the issuance of building permits, certificates of occupancy, zoning change requests, plats, zoning board of adjustment appeals and other matters pertaining to this ordinance. The schedule of fees shall be posted in the office of the zoning administrative official, and may be altered or amended only by action of the City Council. Until all applicable fees, charges and expenses have been paid in full, no action shall be taken on any application or appeal. (Ordinance 2010-01-149 adopted 1/19/10)

The Master Fee Schedule was established by ordinance 1999-015-0042, and amended by ordinances 2000-02-0062, 2000-10-0070, 2005-07-107 and 202210-01-100.

The Master Fee Schedule should be reviewed by City Council periodically and any recommended changes should be discussed and updated as needed. The changes to the Master Fee Schedule should be based on an analysis of current charges as compared to cost recovery goals and/or comparison to surrounding entities. In addition, fees should be reviewed to make sure they are still applicable and remove fees no longer needed and add any new fees.

With the passage of a Solicitation Registration Ordinance, and the review of some building fees, staff recommends amending the Alterations, Repairs, Remodels, and Add-ons, Licenses,

Registrations, and Trades, Health & Sanitary Inspection Fees, Other New Construction Fees, and Utility Related.

Staff recommends approval of the Ordinance.

FINANCIAL CONSIDERATION:

The fee amounts collected will be placed into the City's General Fund and will be used to cover the costs of review, preparation and/or inspection for the various services provided.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** an Ordinance adopting a revised Master Schedule of Fees for the City of New Fairview.

ATTACHMENT(S):

1. Ordinance 202303-02-108

ORDINANCE NO. 202303-02-108

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS AMENDING THE MASTER FEE SCHEDULE ESTABLISHED BY ORDINANCE 1999-015-0042, AND FEE SCHEDULES ESTABLISHED BY ORDINANCES 2000-02-0062, 2000-10-0070, 2005-07-107, AND 202210-01-100 AS AMENDED AND AS IMPLEMENTED AFTER NOVEMBER 4, 2019, BY ADOPTING AND AMENDING THE ALTERATIONS, REPAIRS, REMODELS, AND ADD-ONS, LICENSES, REGISTRATIONS, AND TRADES, HEALTH & SANITARY FEES, OTHER NEW CONSTRUCTION FEES, AND UTILITY RELATED; PROVIDING A CUMULATIVE REPEALING CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Of New Fairview, Texas is a Type A General Law City; and

WHEREAS, the City has heretofore adopted a Master Fee Schedule for City services and permit applications; and

WHEREAS, the City had previously reviewed its previously adopted fees in the Fee Schedule and the associated costs to the City for providing those services, had determined that there was a need for amendments to the Fee Schedule to remove all consideration related to the value of the residential dwelling and the cost of construction or improving the residential dwelling in various fees already adopted, in accordance with Texas Local Government Code Section 214.907 and had effected such amendments AFTER November 4, 2019; and

WHEREAS, the City desires to ratify the amendments, by formally amending the Master Fee Schedule to amend the Alterations, Repairs, Remodels, and Add-ons, Licenses, Registrations, and Trades, Health & Sanitary Inspection Fees, and Utility Related; and

WHEREAS, the City Council finds the amendments to the Master Fee Schedule proposed herein below in Exhibit "A" are reasonable and commensurate with the services provided, are not excessive, and should be adopted to further the public health, safety, and welfare.

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

SECTION 1

That the Master Fee Schedule established pursuant to Ordinance 1999-015-0042, and Fee Schedules established by Ordinances 2000-02-0062, 2000-10-0070, 2005-07-107, and 202210-01-100 as amended and implemented after November 4, 2019, is hereby amended by amending the Alterations, Repairs, Remodels, and Add-ons, Licenses, Registrations, and Trades, Health & Sanitary Inspection Fees, Other New Construction Fees, and Utility Related. The new fees are set forth in the attached and incorporated Exhibit "A", hereto.

SECTION 2.

The City Secretary is hereby directed to revise the Master Fee Schedule in accordance with the above-referenced revisions and as provided in Exhibit "A", a copy of which is attached to this Ordinance and incorporated for all purposes. A revised Master Fee Schedule shall be kept on file with the office of the City Secretary.

SECTION 3.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the City of New Fairview, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 4.

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 5. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED by the City Council of the City of New Fairview, Texas on this the 20th day of March, 2023.

John Taylor, Mayor

ATTEST:

Brooke Boller, City Secretary

EXHIBIT A
Mater Fee Schedule

**CITY OF NEW FAIRVIEW
MASTER FEE SCHEDULE**

I. ADMINISTRATIVE SERVICES

Types of Fees	New Fee	Changes
Use if Credit/Debit Card	3% of the Total Amount Due	no change
Public Fax (Local)	\$3.00 per page (send/receive)	no change
Insufficient Funds/Return Check Fee	\$30.00/check	no change
City Maps up to 11 x 17	\$5.00	no change
Notary Signature (non-residents only)	\$3.00/document	no change
Large Base Map	\$100.00	no change
Open Records Request		
Personnel Labor Cost	\$20.00/hour	no change
Copies (B & W)	\$0.10/page	no change
Copies (Color)	\$0.50/page	no change
Shipping	Actual Cost	no change
Postage and Shipping	Actual Cost	no change

II. BUILDING & PERMITTING

New Construction

New Single Family Residential		
Building Permit	\$700 + \$0.50/sq. foot	no change
Plan Review	50% of the New Construction Permit	no change
Fire Code Review (If Applicable)	\$100	no change
New Multi-Family Residential		
Building Permit	Commercial Step Rate	no change
Plan Review	65% of Building Permit	no change
Fire Code Review (If Applicable)	20% of Building Permit	no change
New Commercial		
Building Permit	Commercial Step Rate	no change
Plan Review	65% of Building Permit	no change
Fire Code Review (If Applicable)	20% of Building Permit	no change

NEW COMMERCIAL BUILDINGS – STEP RATES		
TOTAL VALUATION	PERMIT FEE	

\$1.00 to \$5,000.00	\$110.00	No change
\$5,001.00 to \$10,000.00	\$130.00	No change
\$10,001.00 to \$25,000.00	\$130 for 1 st \$10,000; + \$14 per each	No change
\$25,001.00 to \$50,000.00	\$303 for 1 st \$25,000; + \$12.12 per each	No change
\$50,001.00 to \$100,000.00	\$421.25 for 1 st \$50,000; + \$10.10 per	No change
\$100,001.00 to \$500,000.00	\$1,023.75 for 1 st \$100,000; + \$5.60 per	No change
\$500,001.00 to \$1,000,000.00	\$3,263.75 for 1 st \$500,000; + \$4.75 per	No change
\$1,000,001.00 and UP	\$5,638.75 for 1 st \$1,000,000; + \$3.15 per each additional \$1,000.00	No change

Other New Construction Fees

Final Certificate of Occupancy (Not applicable to Manufactured Homes)	\$100 Residential and Commercial	no change
Driveway with Curb Cut	\$100 Residential/\$200 Commercial	no change
Culvert Permit	\$100-Residential/\$200 Commercial	no change
Sign Permit	Monument \$100.00	no change
Irrigation	\$100 Residential/\$150 Commercial	no change
Fence	\$80 Residential/\$160 Commercial	no change
Accessory Building	Air Contioned Space \$.75 square foot, Non Air Conditioned Space \$.50 square foot, Buildings not on slab \$.23 square foot	Changed based on square footage on the type of accessory building - was a flat rate for all types of accessory buildings
New Construction Shell- Mixed Use Building	Commercial Step Rate	no change
Shell Building	Commercial Step Rate	no change
Grading Permit	\$100 for Residential/ \$300 for	no change
Re-Inspection Fees		
Re-Inspections after second red-tag	\$100	no change
Work Without Permit		
Double the permit fee for anyone caught working without a permit.		no change

Alterations, Repairs, Remodels, and Add-Ons

Residential

Building Permit	\$600 + \$1.00 Sq. Foot	no change
Commercial		
Building Permit	Commercial Step Rate	no change
Fire Code Review (if applicable)	\$80	no change
Final Certificate of Occupancy	\$100	no change
Mixed Use		
Finish Out Mixed Use- Residential	\$1.00 Sq. Foot	no change
Finish Out Mixed Use- Commercial	Commercial Step Rate	no change
Other Charges		
Curb Cut- Established Driveway	\$100 Residential/\$200 Commercial	no change
Accessory Building	\$150 Residential or Commercial	no change
Culvert Permit	\$100 Residential/\$150 Commercial	increased by \$50 on both
Deck > 30" Above Ground	\$100	no change
Demolition- Entire Building	\$100	no change
Demolition- Interior	\$50	no change
Demolition- Pool	\$100	no change
Fence	\$80 Residential/\$160 Commercial	no change
Foundation Repair	\$150	no change
Gas Test	\$100 Residential/\$200 Commercial	no change
Retaining Wall > 48" Tall	\$100	no change
Siding	\$100	no change

Licenses, Registrations, and Trades

Registration for Un-Licensed Contractors	\$100 Residential/Commercial	no change
Electrical, Gas, Mechanical, Plumbing Permit	\$100 Residential/Commercial	no change
Solicitor's Registration	\$25.00	New fee
Solicitor's Identification Badge	\$2.50	New fee
Food Truck Permit Fee (Annual)	\$85.00	New fee
Food Truck Health Permit Fee (Annual)	\$130.00	New Fee
Food Truck Reinspection Fee	\$50.00	New fee

Other Charges

Demolition Permit	\$100	no change
Carport/Canopy/Patio Cover	\$100	no change

Construction Trailer	\$100	no change
Commercial Flat Work (Parking Lot)	\$200	no change
Concrete Patio/Sidewalks	\$100	no change
Residential Flat Work (Patio Side Walls)	\$100	no change
Garage Sale	Free	no change
Miscellaneous	\$80.00	New Fee
Move-In Manufactured Home	\$1,100 + Truck Fee plus direct	no change
Move In- Truck	\$100 per truck	no change
Roof	\$100 Residential/\$200 Commercial	no change
Sales Trailer	\$100	no change
Screening Wall	\$100	no change
Sign- Banner	\$75.00	no change
Sign- Permanent	\$150	no change
Solar Panels	\$150	no change
Water Heater	\$150	no change
Window Replacement	\$75	no change
Excavation Permit	2% of \$2,500-\$100,000 1% of \$100,001-\$200,000 1/2% of \$200,000	New Fee

III. FIRE PREVENTION PERMITS

<u>FIRE PERMIT DESCRIPTION</u>	<u>FEE</u>	NO CHANGES ON THE FIRE PERMITS
Access Control	\$50.00	
Alarm System	\$100 per floor + \$2.00 per device	
Christmas Tree Lot	\$50.00	
Explosive and Blasting	\$50.00	
Fixed Extinguishing System	\$75.00 per system	
Flammable / Combust Liquid / Tanks	\$50.00	
Fumigation / Thermal Insect Fog	\$50.00	
Hydrant Flow Test	\$50.00	
Liquid Petroleum Gases	\$25.00	
Mechanical Trench Burn	\$200 per day	
Places of Assembly	\$50.00	
Sprinkler System – New	\$125 per riser / system + \$0.012 per sf	
Sprinkler System – Remodel – Between 0-40 heads	\$50.00	
Sprinkler System – Remodel –		

Between 41 or more heads	\$100.00
Standpipe System	\$100 per system
Tents / Canopies / Air Supported	\$50.00
Underground Sprinkler System	\$50.00
Oil and Gas Construction Permit	\$5,000.00 per well, per bore
Seismic Survey	\$1,000.00
Appeal Fee	\$300.00

IV. HEALTH & SANITARY INSPECTIONS & PERMITS

Restaurant	\$300	no change
Convenience Store	\$300	no change
Grocery Store	\$300	no change
Administration Fee for Annual Health	\$100	no change
Food Establishment Re-Inspection Fee	\$120	no change
Seasonal Vendors (i.e., snow cones, ice cream truck)	\$100	no change
Health Complaints	\$150	no change
OSSF- Septic Permit Package	\$410	no change
Water Well in City Limits	\$200	no change
Swimming Pool (Health Inspection by the County is separate fee paid to the county- For Commercial Only)	\$400 Residential/\$450 Commercial	Residential increased by \$250/Commercial increased by \$150
Administrative fee for Abatement	\$250.00	no change

V. CITY PLATTING PERMITS

Annexations	\$500.00 plus direct expenses of professional consultants for review of application and submitted material.	NO CHANGES ON PLATTING PERMITS
Concept Plan	\$500.00	
Final Plat – Commercial	\$400.00 plus \$50.00 per acre plus	
Final Plat – Residential	\$400.00 plus \$10.00 per lot for the first 10 lots and \$7.00 per each additional lot plus \$20.00 per acre for acres not platted into lots plus direct expenses of professional consultants for review of application and submitted material.	
Planned Development	\$1000 Per PD plus direct expenses of	
Plat Abandonment	\$200.00	
Plat Revision	\$300.00 plus direct expenses of	

Plat Revision Notice	\$20.00 per Notice
Preliminary Plat – Commercial	\$700.00 plus \$50.00 per acre plus \$700.00 plus \$20.00 per lot for the first 10 lots and \$7.00 per each additional lot plus \$25.00 per acre areas not platted into lots plus direct expenses of professional consultants for review of application and submitted material.
Preliminary Plat – Residential	
Re-Plat	\$100.00 plus \$2.00 per lot plus direct
Refunding of Fees	The City Secretary may refund moneys collected as fees, if the application is withdrawn and no expenses have been incurred by the City on the applicant's behalf. Written request is required within ten (10) days by the applicant for the City Secretary to refund any inadvertent overcharges.
Resubmitted Final Plat	\$50.00 plus direct expenses of
Resubmitted Preliminary Plat	\$50.00 plus direct expenses of
Specific Use Permit	\$400.00 plus direct expenses of
Variance	\$400 per Variance plus \$50 for each additional Variance Request within the same Application plus direct expenses of professional consultants for review of application and submitted material.
Zoning Change	\$400.00 plus direct expenses of

VI. SPECIAL EVENT

Special Event Permit	\$25	no change
Park Pavilion Deposit- Refundable	\$100	no change
Park Pavilion Rental for Non- Resident	\$45 for 3-hours and \$5 for each	no change
Park Pavilion Rental for Residents of	\$32 for 3-hours and \$5 for each	no change
Farmers Market Vendor Permit (Non-	\$50	no change

VII. UTILITY RELATED

Utility- Electric Release	Free	no change
Utility- Water Release	Free	no change
Utility and Pipeline Fees (Professional fees will be billed)	\$200 plus Professional Fees	New charge

VIII. TRANSPORTATION IMPACT FEES

DEVELOPMENT TYPE	MAXIMUM ACCESSIBLE FEE	
Single Family	\$2,828.79/Dwelling Unit	no change
Multifamily	\$1,994.10/Dwelling Unit	no change
Retail	\$10,283.78/ 1,000 Sq. Foot	no change
Basic	\$474.01/1,000 Sq. Foot	no change
Service	\$2,653.35/1,000 Sq. Foot	no change