



**City of New Fairview
City Council
Regular Meeting
999 Illinois Lane
Monday, June 5, 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 Fiscal Year (FY) 2022-23 budget trends and the projections and priorities for FY 2023-24 annual budget.**
- 3. Receive a report and hold a discussion regarding a possible Interlocal Agreement with the City of Boyd for municipal court services from the City of New Fairview, and an Interlocal Agreement with the City of Boyd for law enforcement services to the City of New Fairview.**
- 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. Recognition of High School Graduates within New Fairview**
- 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 May 15, 2023.**
 - B. **Approve the April 2023 Financial Report.**
 - C. **Approve a Resolution for moving the June 19, 2023 Regular Meeting to June 20, 2023, and canceling the July 3, 2023 Regular Meeting.**

7. **New Business:** All matters listed in New Business will be discussed and considered separately.
 - A. **Receive, consider, and act on all matters incident and related to approving a Resolution authorizing publication of notice of intention to issue \$3.5 million in Certificates of Obligation.**

 - B. **Receive, consider, and act on a Resolution entering into an interlocal agreement with the Texas Department of Motor Vehicles for Scofflaw Services contract making Texas Motor Vehicle Registration Records and authorizing MVBA as a third-party to our Scofflaw Account.**

 - C. **Receive, consider, and act on an Ordinance amending Chapter 4, Article 4.02 of the Code of Ordinances of the City of New Fairview, Texas, entitled "Building and Construction Codes and Standards" by adding the "International Energy Conservation Code", by adopting the 2015 Edition of the International Energy Conservation Code, and local amendments to the International Energy Conservation Code.**

 - D. **Receive, consider, and act on appointing members to the Parks and Recreation Board and the Keep New Fairview Beautiful Committee**

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

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

10. **Mayor & Council Member Announcements:** The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information

regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

11. Adjournment

I, the undersigned authority, do hereby certify the above notice of the meeting of the City Council of New Fairview, is a true and correct copy of the said notice that I posted on the official posting place at New Fairview City Hall, FM 407, New Fairview, Texas, a place of convenience and readily accessible to the general public at all times, and on its website, said notice being posted this 2nd day of June, 2023 at 5:00 PM at least 72 hours proceeding the meeting time.


Brooke Boller, City Secretary

SEAL:



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



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

June 5, 2023

Budget Workshop

DESCRIPTION:

Receive a report and hold a discussion regarding the Fiscal Year (FY) 2022-23 budget trends and the projections and priorities for FY 2023-24 annual budget.

BACKGROUND INFORMATION:

The item is to discuss the trends for Fiscal Year 2022-23 and the projections for Fiscal Year 2023-24 as staff works on preparing the proposed FY 2023-24 annual budget. The proposed budget is developed through an extensive process of meetings with department heads, reviewing requests received by city departments, and then prioritizing those requests in a manner that utilizes resources effectively, within fiscal constraints, while working to achieve the city's goals. A budget calendar is implemented to ensure we meet dates within the process and have discussions with the council through public budget workshops. Below are significant dates for the FY 2023-24 Budget preparation and adoption.

- June 5 Budget Workshop at Regular Council Meeting
- June 19 Budget Workshop at Regular Council Meeting
- July 17 Budget Workshop at Regular Council Meeting
- August 7 Budget Workshop at Regular Council Meeting
(We will need to vote at this meeting to get council approval to call the public hearing for the tax rate and budget with a recorded vote of the proposed tax rate that will be held at the public hearing.)
- August 14 Publish Notice of Budget & Tax Hearing in the Newspaper
- August 14 Internet Notice of Tax Rate Hearing
- August 18 File Proposed Budget
- August 21 Budget Workshop at Regular Council Meeting
- August 28 Budget Workshop at Special Council Meeting
- September 4 Public Hearing on Tax Rate and Budget at Regular Council Meeting
- September 4 Adoption of Tax Rate and Budget at Regular Council Meeting
- September 29 Final Date to adopt a Budget

FINANCIAL CONSIDERATION:

None, discussion only.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. Presentation



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

June 5, 2023

Interlocal Agreement for Municipal Court Services

DESCRIPTION:

Receive a report and hold a discussion regarding a possible Interlocal Agreement with the City of Boyd for municipal court services from the City of New Fairview, and an Interlocal Agreement with the City of Boyd for law enforcement services to the City of New Fairview.

BACKGROUND INFORMATION:

City staff recently met with the City Manager of Boyd, William Taylor, and the Interim Police Chief, Jason Schmidt, to discuss possible contracting of law enforcement services for the City of New Fairview. During the conversation, Mr. Taylor asked if the City of New Fairview would be interested in providing Municipal Court Service for the City of Boyd. They recently lost their Court Administrator and have some concerns about the condition of their court documents and finances. The City of New Fairview has the knowledge, skills, and ability in our Assistant City Secretary/Court Administrator, Susan Greenwood, to be able to operate the Boyd Municipal Court. We also have the capacity to do this without any negative impact on our Municipal Court operations.

The operation of a municipal court by a city for another city is not uncommon. Attached is the Interlocal Agreement (ILA) between the Town of Trophy Club and City of Roanoke for this service. You will also find an ILA between the cities of Colleyville and Keller for this service.

We are still working out the details of what this agreement will entail, but we do know that Boyd's Municipal Court will be held at New Fairview City Hall every month. They will use our Municipal Judge and Prosecutor, and they will provide the Bailiff. Our Court Administrator will have access to their municipal court software and will be able to take payments, process citations, prepare court documents, and perform all other related tasks for the City of Boyd. We will need some technology, such as a laptop, and make modifications to our municipal court area, and we will be asking Boyd to cover those costs. We are also going to need to hire a part-time Permit Tech/Administrative Assistant to help our Court Administrator.

We are still working out the cost to Boyd for this service, but Boyd is wanting to provide the City of New Fairview with law enforcement services in return for the municipal court services. Initially, we were talking about minimal coverage for City Ordinance violation calls (ie. loud noise, soliciting without a registration, child safety zone, city park violations, etc.). However, it is yet to be determined if the Wise County Sheriff will stop providing law enforcement coverage for New Fairview if we enter into an agreement with Boyd for law enforcement services. Boyd has stated that they feel confident they can answer calls for service for city ordinance violations, make patrols through our neighborhoods, and do traffic enforcement on both the Wise County and Denton County side of our city.

Our Court Administrator has been doing an audit of the Boyd municipal court documents, cases, and finances in order to prepare for a June 15 Boyd City Council Work Session. Mr. Taylor plans to share the findings on the condition of their municipal court and recommend that Boyd enter into an ILA with New Fairview for municipal court services. He is hoping to have everything in place so that the August Municipal Court docket will be run by New Fairview.

Unless staff is directed otherwise by the City Council, we plan to continue these discussions with the City of Boyd and prepare an ILA for municipal court services, and an ILA for law enforcement services.

FINANCIAL CONSIDERATION:

None, discussion only.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. ILA for Trophy Club and Roanoke
2. ILA for Colleyville and Keller

**INTERLOCAL AGREEMENT
FOR THE ADMINISTRATION OF MUNICIPAL COURT SERVICES
FOR THE TOWN OF TROPHY CLUB, TEXAS BY THE CITY OF ROANOKE, TEXAS**

**THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF DENTON §**

This **INTERLOCAL AGREEMENT** (hereinafter referred to as the “Agreement”), is made and entered into by the **CITY OF ROANOKE, TEXAS**, a Texas home-rule municipality (hereinafter referred to as “Roanoke”) and the **TOWN OF TROPHY CLUB, TEXAS**, a Texas home-rule municipality (hereinafter referred to as “Trophy Club”), and each acting by and through its duly appointed and authorized Mayors.

WHEREAS, pursuant to the authority granted under Chapter 791 of the Texas Local Government Code; and

WHEREAS, the municipalities of Roanoke and Trophy Club recognize the joint benefits of Roanoke administering the court systems for both municipalities; and

WHEREAS, Trophy Club is desirous of Roanoke administering their municipal court activities to provide a more effective and efficient delivery of this key public service; and

WHEREAS, Roanoke has the facilities available to perform the municipal court services for both cities; and

WHEREAS, all payments for municipal court services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, Roanoke and Trophy Club have concluded that this Agreement fairly compensates the performing party for the municipal court services being provided hereunder; and

WHEREAS, Roanoke and Trophy Club believe that this Agreement is in the best interests of Roanoke and Trophy Club; and

WHEREAS, this Agreement was originally approved by the governing bodies of Roanoke and Trophy Club and commenced on October 1, 2021; and

WHEREAS, the governing bodies of Roanoke and Trophy Club wish to extend this agreement; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the “Act”).

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Roanoke and Trophy Club agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

SECTION 2. TERM.

- A. This Agreement became effective as of October 1, 2021, as defined herein, and shall continue thereafter until **January 30, 2024**, unless terminated sooner under the provisions hereof.
- B. This Agreement may be terminated by either party with ninety (90) days advance written notice to the other party.

SECTION 3. AFFIRMATIVE OBLIGATIONS AND SCOPE OF SERVICES.

- A. Roanoke hereby agrees to provide Trophy Club the following equipment, services, personnel and facilities:
 - a. Commencing October 1, 2021, at 12:01 a.m., Roanoke will provide municipal court administration services at the Roanoke municipal court facilities. The Municipal Judge, appointed by Roanoke, will also be appointed as The Municipal Court Judge or as an associate judge for the Town of Trophy Club (as described in **Exhibit A**) and the Municipal Judge will establish the policies and procedures for municipal court proceedings. Roanoke will provide the necessary facilities, security, administrative oversight, financial management, general court staffing and other employees to properly supervise and operate the combined municipal court facility. Municipal court services shall include at a minimum, but not necessarily be limited to, the following:
 - i. Filing and prosecution of Class C misdemeanor criminal laws and ordinance violations which occur in Trophy Club and which are subsequently filed with the Roanoke Court clerk including the interpretation, application and enforcement of Trophy Club ordinances and state law, as well as the adjudication of all matters both civil and criminal that may be within the jurisdiction of municipal courts of the State of Texas;
 - ii. Maintenance of all citations and other applicable records related to citations issued in Trophy Club and filed with the Roanoke Court clerk;
 - iii. Completion of reports on convictions and submission to the State of Texas or other reports as required or agreed upon;
 - iv. Informing all defendants of citations issued in Trophy Club of their legal options under the laws of the State of Texas;

- v. Providing Municipal Court judicial services including trials, property hearings, arraignments, warrant issuance, juror notification, setting of bonds, other judicial proceedings and magistrate services;
 - vi. Providing financial reports to Trophy Club and other reports as required by external audit firms as required by Generally Accepted Accounting Principles (GAAP) to be used by Trophy Club for compliance with GAAP; and
 - vii. Maintaining a service level to Trophy Club that complies with all applicable standards for the court functions as required presently and in the future by applicable law.
- b. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide municipal court services for Roanoke and Trophy Club, including providing all employee policies and procedures and the administration thereof shall be provided by Roanoke.
 - c. Roanoke shall prepare and administer reports as shown on *Exhibit B*.
 - d. Roanoke shall contract for and pay directly to the contractor all costs associated with prosecution services for Roanoke and Trophy Club related court actions.
 - e. Roanoke will oversee all court personnel and handle all court accounting.
 - f. Roanoke shall have sole discretion to choose all platforms, software, or vendors related to the processing and administration of Trophy Club citations.
 - g. In the event that the municipal court facilities located at Roanoke are damaged due to a natural or a manmade disaster and is unusable, Roanoke will have a contingency plan to continue to provide the services under this Agreement at another facility within Denton County.
- B. Trophy Club shall provide, or cause to be provided to Roanoke municipal court staff, full access to Trophy Club's municipal court Incode software, or any other software utilized in the Trophy Club municipal court;
 - C. Trophy Club shall comply with any notification requirements to be included with citations issued by the Trophy Club police department, fire department, code enforcement or other designated city official authorized to issue citations;
 - D. Trophy Club shall, upon request, provide to the Roanoke municipal court staff, including the prosecutor and/or Judge, any backup documentation, including photographs, police reports, call sheets or officer notes, in order to assist in the filing, prosecution and resolution of Trophy Club citations filed with the Roanoke municipal court;

- E. Trophy Club shall provide, or cause to be provided to Roanoke municipal court staff, access to Trophy Club's utility customers or other lists or databases of Trophy Club residents in order summons citizens of Trophy Club to serve on jury trials for offenses occurring in the Trophy Club geographic area.

SECTION 4. FUNDING OBLIGATIONS.

- A. Trophy Club agrees to pay or cause to be paid to Roanoke or allow Roanoke to retain fifty percent (50%) of all court revenues collected after state fines and fees are paid to the State of Texas, including any prior or outstanding warrants and court costs and fees collected from the combined municipal court services on cases originated in Trophy Club. Such funding constitutes consideration for this Agreement.
- B. Roanoke shall contract for and pay directly to the contractor all costs associated with prosecution services for Trophy Club related court actions, and will allocate a portion of the cost of these services based on Trophy Club caseload, to be paid from Trophy Club's share of revenue as defined in Section 4, A above.
- C. Trophy Club will pay, directly to Tyler Technology, all costs associated with the use of the INCODE 10 software by Roanoke personnel, including any training for new court personnel.
- D. Roanoke Municipal Court may request annually, during the budget process, the use of Trophy Club's court technology and building security funds for upgrades to the Roanoke Municipal Court. These requests must be presented, reviewed, and approved by both the governing bodies of Trophy Club and Roanoke.

SECTION 5. CANCELLATION.

- A. Trophy Club and Roanoke shall have the right to terminate, based on the provisions of this Agreement, if the other party breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from the other party. If the Agreement is terminated under this paragraph, Roanoke shall be entitled to retain money already received prorated to the period from the last payment until the date of termination, and shall refund the remainder to Trophy Club.
- B. After the initial term of this Agreement, all parties shall have the right to terminate this Agreement by giving written notice at least six (6) months prior to October 1st of the year in which notice is given. All payments by Trophy Club to Roanoke shall continue until the cancellation date or as mutually agreed to by both parties.

SECTION 6. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- A. **Amendments.** This Agreement constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the Party or Parties sought to be charged or bound by the alteration or amendment.
- B. **Annual Review.** Annually, at the time the cost for municipal court services is re-calculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of Roanoke and Trophy Club.
- C. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Denton County, Texas.
- D. **Approval; Effective Date.** This Agreement has been approved by the governing bodies of Roanoke and Trophy Club, respectively. The execution of this Agreement has been authorized by an act of the governing bodies of Roanoke and Trophy Club at a duly called and posted meeting. This Agreement shall become effective at **12:01 a.m. on October 1, 2021** (the "Effective Date").
- E. **Assignment.** This Agreement may not be assigned without the express written consent of the other Parties.
- F. **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Roanoke warrants and represents that the individual executing this Agreement on behalf of Roanoke has full authority to execute this Agreement and bind Roanoke to the same. Trophy Club warrants and represents that the individual executing this Agreement on Trophy Club's behalf has full authority to execute this Agreement and bind it to the same.
- G. **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.
- H. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- I. **Independent Contractor.** All parties mutually agree that Roanoke is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Roanoke in no way are to be considered employees of Trophy Club. The employment

rights of Roanoke personnel assigned under this Agreement will not be abridged.

- J. **No Third-Party Beneficiaries.** The terms and provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of Roanoke and Trophy Club that any entity other than Roanoke or Trophy Club receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only. This Agreement is intended only to set forth the contractual right and responsibilities of the parties to this Agreement.
- K. **No Waiver of Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, Trophy Club and Roanoke do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise.
- L. **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

If to the Roanoke: City of Roanoke, Texas
 500 S. Oak Street
 Roanoke, Texas 76262
 Attn: Scott Campbell, City Manager
 Phone Number: (817) 491-2411

If to Trophy Club: Town of Trophy Club, Texas
 1 Trophy Wood Drive
 Trophy Club, Texas 76262
 Attn: Wade Carroll, Town Manager
 Phone Number: (682) 237-2900

- M. **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of this Agreement shall be enforced as if the invalid provision had never been included.
- N. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

[The Remainder of this Page Intentionally Left Blank]

ROANOKE:

CITY OF ROANOKE, TEXAS,
A Texas home-rule municipality

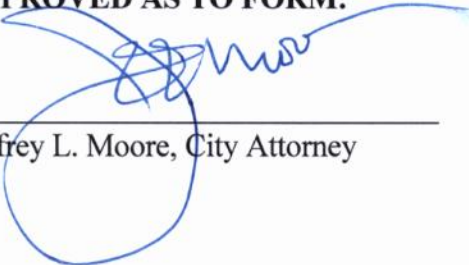
By: 
Carl E. Gierisch, Jr., Mayor

Date Signed: January 24, 2023

ATTEST:


April S. Hill, City Secretary

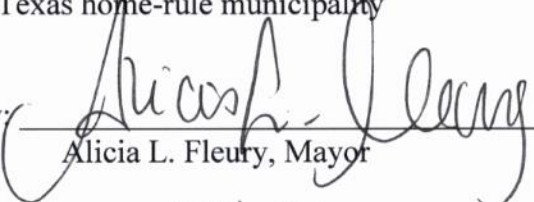
APPROVED AS TO FORM:


Jeffrey L. Moore, City Attorney



TROPHY CLUB:

TOWN OF TROPHY CLUB, TEXAS,
A Texas home-rule municipality

By: 
Alicia L. Fleury, Mayor

Date Signed: 2-14-23

ATTEST:


Anita Otterson, Town Secretary

APPROVED AS TO FORM:

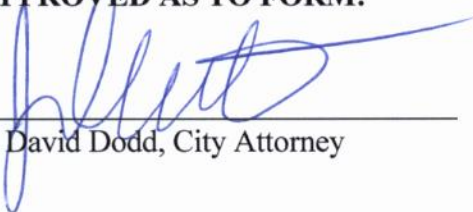

J. David Dodd, City Attorney



Exhibit A

Roanoke and Trophy Club recognize that the administration of Trophy Club cases in the Roanoke Municipal Court will operate most efficiently with the appointment of a single Municipal Court Judge. The current Presiding Judge for Roanoke will serve as the presiding judge for the Roanoke Municipal Court and will be appointed as the Municipal Court Judge or as an associate judge to preside over Trophy Club cases. The Trophy Club presiding Judge shall not have any duties, obligations or responsibilities with regard to the cases filed in the Roanoke Municipal Court.

Upon appointment, the Municipal Court Judge will be responsible for all judicial services for the cases filed in the Roanoke Municipal court, including but not limited to the following: establishment of all court policies and judicial orders relating to the filing, processing and resolution of all cases, adjudication of all cases, plea dockets, trial dockets (both before the court and jury trials), property hearings, arraignments, emergency protective order hearings, dangerous dog hearings, Class C warrant issuance), juror notification, setting of bonds, other judicial proceedings and magistrate services. Trophy Club shall appoint the current presiding judge of the Roanoke Municipal Court as an associate judge for Trophy Club Municipal Court. In addition, Trophy Club shall appoint the two (2) current associate judges of the Roanoke Municipal Court as associate judges for Trophy Club Municipal Court to serve in the event of a conflict of interest or unexpected unavailability of the Roanoke Presiding Judge. All judicial services pursuant to this Agreement shall be provided at the Roanoke facilities and by a Roanoke-appointed judge.

Exhibit B

[Reports]

Reporting -

Roanoke will prepare the following reports and submit for Trophy Club the following State of Texas Reports:

Official Municipal Court Monthly Report (monthly)
State Criminal Costs and Fees (quarterly)
Child Safety Violation — for cases pending prior to 9-28-11(annual when applicable)
DR18 — Notice of Final Conviction (weekly)
DIC15 — Notice of Conviction or Suspension/Disqualification (weekly when applicable)
DIC21 — Notice of Suspension Violation of License (monthly when applicable)

Nonresident Violator Compact (when necessary) Racial Profiling (as requested)

And all other reports required by legislative changes at the mandated frequency level

Other reports:

Collection agency fee distribution list (monthly)

And all other reports requested by Trophy Club for outside service provider

Financial reports for Trophy Club

Financial reports necessary to facilitate appropriate recording of fine and forfeiture revenue, cash bonds posted, state tax liability

And any other reports deemed necessary by Trophy Club to facilitate financial reporting.

Other reports for Trophy Club

Reports available through court and/or financial software to respond to Trophy Club open records requests.

**INTERLOCAL AGREEMENT
FOR COMBINED MUNICIPAL COURT SERVICES FOR THE CITIES OF
COLLEYVILLE AND KELLER**

THE STATE OF TEXAS §

COUNTY OF TARRANT §

THIS ("AGREEMENT"), is made and entered into by the CITY OF COLLEYVILLE, TEXAS a Home Rule municipal corporation, ("COLLEYVILLE"), and the CITY OF KELLER, TEXAS, a Home Rule municipal corporation, ("KELLER"), and each acting by and through its duly appointed and authorized city managers:

WITNESETH:

WHEREAS, the 82nd Legislature of the State of Texas passed House Bill 984 and the Governor signed into law on May 19, 2011 an act relating to agreements between neighboring municipalities regarding jurisdiction of cases in municipal courts; and

WHEREAS, the cities of COLLEYVILLE and KELLER recognize the joint benefits of a combined municipal court system; and,

WHEREAS, KELLER is desirous of joining COLLEYVILLE by combining municipal court services to provide a more effective and efficient delivery of this key public service; and

WHEREAS, COLLEYVILLE has the facilities available to perform the municipal court services for both cities; and

WHEREAS, COLLEYVILLE AND KELLER desire to enter into this Agreement to combine municipal court services to deliver this key public service at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments for municipal court services to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, COLLEYVILLE and KELLER have concluded that this Agreement fairly compensates the performing party for the municipal court services being provided hereunder; and

WHEREAS, COLLEYVILLE and KELLER believe that this Agreement is in the best interests of COLLEYVILLE and KELLER; and

WHEREAS, this Agreement is approved by the governing bodies of COLLEYVILLE and KELLER; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act").

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE CITIES OF COLLEYVILLE AND KELLER HEREBY AGREE TO THE FOLLOWING:

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

Section 2. **Term.** This Agreement shall be for an initial term of six (6) years commencing on October 1, 2012, and ending September 30, 2018, (the "Initial Term") and may be extended thereafter by mutual consent of the parties hereto for two successive five (5) year terms. (The renewal terms shall be referred to as the "First Renewal Term" and "Second Renewal Term", respectively)

Section 3. **Scope of Services to be provided by COLLEYVILLE.** COLLEYVILLE hereby agrees to provide KELLER the following equipment, services, personnel, and facilities:

a. Commencing October 1, 2012, COLLEYVILLE will provide municipal court services at the Colleyville Justice Center. The Municipal Judge will be jointly appointed by both COLLEYVILLE and KELLER (as described in Exhibit "A") and will establish a mutually agreeable practice for municipal court proceedings and daily arraignment protocol of all prisoners. COLLEYVILLE will provide the necessary facilities, security, administrative oversight, financial management, general court staffing and other employees to properly supervise and operate the combined municipal court facility. Municipal court services shall include at a minimum, but not necessarily be limited to, the following:

1. enforcement of Class C misdemeanor criminal laws and ordinance violations which occur in KELLER including the interpretation, application and enforcement of KELLER ordinances and state law;
2. maintenance of all citations and other applicable records related to citations issued in KELLER
3. completion of reports on convictions and submission to the State of Texas or other reports as required or agreed upon;
4. informing all defendants of citations issued in KELLER of their legal options under the laws of the State of Texas
5. providing Municipal Court judicial services including trials, property hearings, arraignments, warrant issuance, juror notification, setting of bonds, other judicial proceedings and magistrate services
6. providing financial reports to KELLER and other reports as required by external audit firms as required by Generally Accepted Accounting Principles (GAAP) to be used by the City of Keller for compliance with GAAP
7. Fully administer a payment kiosk to be located in KELLER to include reconciling data and contracting with a secure armored car service for financial transport. All costs associated with the kiosk shall be borne by KELLER.

8. maintaining a service level to KELLER that complies with all applicable standards for the Court function as required presently and in the future by the Commission on Accreditation for Law Enforcement Agencies, Inc.
- b. COLLEYVILLE may make a conditional offer of employment to municipal court employees currently employed by the Keller Municipal Courts Department on or before September 1, 2012, for employment with COLLEYVILLE to become effective on the merger date of October 1, 2012, contingent upon the KELLER municipal court employees passing a COLLEYVILLE pre-employment drug screen and meeting all other hiring requirements of COLLEYVILLE. COLLEYVILLE shall place the KELLER municipal court employees on the COLLEYVILLE pay roll for the position for which they are hired at the amount of their current hourly base rate at KELLER and shall grant them the immediate ability to accumulate vacation and sick leave at a rate in accordance with their current tenure with KELLER and the ability to utilize such vacation and sick leave upon hire. Upon employment by COLLEYVILLE the KELLER municipal court employees will serve the standard COLLEYVILLE probationary period for the position for which they are hired. Further, they will receive the same employment benefits provided to COLLEYVILLE employees plus one (1) week of sick leave. An annual \$2,000 regional municipal court stipend will be paid on a bi-weekly interval in addition to the COLLEYVILLE pay scale to all of the employees assigned to the COLLEYVILLE municipal courts. All of the municipal court employees will receive the regional stipend as long as this Agreement is in force.
- c. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide municipal court services for COLLEYVILLE and KELLER, including providing all employee policies and procedures and the administration thereof shall be provided by COLLEYVILLE.
- d. COLLEYVILLE shall provide access to KELLER any and all of KELLER'S court financial or court case related documentation.
- e. COLLEYVILLE shall prepare and administer reports as shown on Exhibit B.
- f. COLLEYVILLE will provide payment to KELLER on a weekly basis for municipal court revenues due to KELLER by electronic or wire transfer. COLLEYVILLE shall provide to KELLER any and all related financial reports relating to the collection and payment of such revenue as may be requested by KELLER and necessary for auditing functions.
- g. COLLEYVILLE will form a standing committee consisting of two (2) KELLER employees selected by the KELLER City Manager and two (2) COLLEYVILLE employees selected by the COLLEYVILLE City Manager to address operational and policy decisions that may arise from operating the combined municipal court system.
- h. COLLEYVILLE shall contract for and pay directly to the contractor all costs associated with prosecution services for COLLEYVILLE related court actions.

- i. COLLEYVILLE agrees to perform all services under this agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.

Section 4. **KELLER Obligations.** KELLER agrees to perform the following:

- a. Pay the sum of Two Hundred Twenty Thousand, Six Hundred and Ten Dollars (\$220,610.00) to COLLEYVILLE for municipal court services for the Fiscal Year 2012/13 beginning on October 1, 2012 and ending on September 30, 2013. The amount of charges to be established based on the adopted Fiscal Year 2012/13 COLLEYVILLE Municipal Court Department Operating budget to provide municipal court services. This payment represents a 45.9% cost share of all municipal court services by KELLER based on the previous three calendar years average number of citations issued (See payment schedule, Section 6.)
- b. Pay the sum of Twenty-seven Thousand and Nine Hundred Sixty-One Dollars (\$27,961.00) for General and Administrative Charges based on COLLEYVILLE'S operating budget for Fiscal Year 2012/13. (Payment percentages described in Exhibit "C" shall remain the same for the duration of this agreement.) A revised Exhibit "C" shall be automatically adopted each year using the methodology contained in the initial Exhibit "C".
- c. In order to ensure the combined municipal court system functions in a workmanlike manner, and in accordance with all applicable laws and regulations, budget an annual sum to be determined based on agreed upon needs for court security and court technology to be paid for from the court technology and court security funds held by KELLER.
- d. Pay the annual costs associated with the implementation, use, maintenance and servicing of a payment kiosk(s) to be located in KELLER as may be desired by KELLER.
- e. KELLER shall contract for and pay directly to the contractor all costs associated with prosecution services for KELLER related court actions.
- f. Pay a one-time equipment and configuration cost of approximately \$25,500 for court security and approximately \$54,000 for court technology to COLLEYVILLE to prepare the municipal court facility to accommodate the merger of services. COLLEYVILLE will provide the necessary documentation to KELLER for reimbursement. Exhibit "D" is an estimate for the costs known at this time. COLLEYVILLE will retain the title to all the equipment in the municipal court facility and is responsible to properly maintain and insure the equipment.

Section 5. **Payments for Services Performed.** All payments for municipal court services except for the one time configuration and equipment payment outlined in Section 4.b, hereto shall be paid by KELLER in four (4) equal installments due on the 15th day of each calendar quarter beginning October 1, 2012 in advance of the services performed by COLLEYVILLE for KELLER for each subsequent calendar quarter of COLLEYVILLE'S fiscal year and continuing thereafter throughout the term of the Agreement.

Each annual payment for the operation of the municipal court shall be in accordance with COLLEYVILLE'S Fiscal Year Municipal Court Department Operating budgeted amount adjusted annually to include budgeted increases in operating costs, and capital costs as anticipated to be approved by the COLLEYVILLE City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1, multiplied by the cost share factor. The cost factor percentage assigned shall be calculated annually at a rate based on the total average number of citations issued by each city for the three most recent calendar years combined (example: Keller = 9,762 average number of citations issued over three years = 46.5%; Colleyville = 11,212 average number of citations issued over three years = 53.5%).

Each annual payment for the General and Administrative Charge shall be based on the fixed percentages described in Exhibit "C", adjusted annually, based on COLLEYVILLE'S respective departmental budget anticipated to be approved by the COLLEYVILLE City Council during the annual budgeting process for the upcoming Fiscal Year beginning October 1.

COLLEYVILLE shall notify KELLER of the anticipated costs of the municipal court services, general and administrative charges, and technology and security requests by May 30 prior to the start of each fiscal year for budgeting and planning purposes. The final costs will be determined and communicated in writing when the COLLEYVILLE City Council adopts the COLLEYVILLE annual budget, but shall not exceed the estimate by more than 5%.

In the event the KELLER City Council fails or refuses to approve the annual payment amount set forth in this section by September 30, prior to any fiscal year during the term of this Agreement, the Agreement shall be deemed to be cancelled effective at the end of the then current fiscal year of COLLEYVILLE.

Section 6. Cancellation.

- a. KELLER shall have the right to terminate, based on the provisions of this Agreement, if COLLEYVILLE breaches any of its terms or fails to perform any of the obligations it imposes, and then fails to cure the breach or failure within thirty (30) days following written notice from KELLER. If the Agreement is terminated under this paragraph, COLLEYVILLE shall be entitled to retain money already received prorated to the period from the last payment until the date of termination, and shall refund the remainder to KELLER.
- b. After the initial twenty-four (24) months of this agreement, all parties shall have the right to terminate this Agreement by giving written notice at least twelve (12) months prior to the subsequent Fiscal Year, October 1. All payments by KELLER to COLLEYVILLE shall continue until the cancellation date or as mutually agreed to by both parties.

Section 7. Notices. All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

COLLEYVILLE
City Manager
City of Colleyville
100 Main Street
Colleyville, TX. 76034

KELLER
City Manager
City of Keller
P.O. Box 770
Keller, TX 76244

Section 8. Dispute Resolution. Immediate performance complaints or concerns should be addressed by communicating the problem to the Municipal Court Administrator. Unresolved issues regarding the performance of municipal court services shall then be brought to the standing committee as outlined under Section 3(g) of this agreement.

In order to ensure an effective relationship between the parties and to provide the best possible public services, and following consideration by the standing committee, it is mutually agreed that all remaining unresolved questions or concerns arising under this Agreement shall be handled and attempted to be resolved between the City Managers of COLLEYVILLE and KELLER.

Any issues not resolved hereunder may be referred to the respective governing bodies for resolution and if necessary, the parties hereby agree to the appointment of a court-certified (certified in Tarrant County) Mediator to assist in resolving said dispute as a prerequisite to the filing of any lawsuit over such issues.

Section 9. Venue. Venue for any legal dispute arising pursuant to this Agreement shall lie in Tarrant County, Texas. No litigation shall be commenced prior to both parties completion of mediation in accordance with Section 9.

Section 10. Independent contractor. All parties mutually agree that COLLEYVILLE is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of COLLEYVILLE in no way are to be considered employees of KELLER. The employment rights of COLLEYVILLE personnel assigned under this agreement will not be abridged.

Section 11. Indemnification. To the extent allowed by law, COLLEYVILLE hereby agrees to indemnify and otherwise hold harmless KELLER, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to COLLEYVILLE'S performance of municipal court services under this agreement including any intentional or negligent acts or omissions of COLLEYVILLE'S officials, officers, agents or employees relating to or arising out of the performance of the municipal court.

COLLEYVILLE and KELLER each agree to accept full responsibility for the actions of their own officers, agents and employees in the operation of the municipal court, and to the extent allowed by law each party hereby agrees to indemnify and otherwise hold harmless the other party, its officers, agents and employees in both public and private capacity against all liability claims, suits, demands, losses, damages, attorney fees, including all expense of litigation or settlement, or causes of action of any kind which may arise by reason of injury to or death of any person or for a loss of, damage to, or loss of the use of any property arising out of or in any way connected to the intentional or negligent acts or omissions of that party, its officers, agents or employees, in the operation of the municipal court under this agreement.

It is expressly understood and agreed that, in the execution of this Agreement, COLLEYVILLE and KELLER do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, COLLEYVILLE and

KELLER do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

Section 12. **Municipal Court Facility.** In the event that the municipal court services located at the COLLEYVILLE Justice Center is damaged due to a natural or a manmade disaster and is unusable, COLLEYVILLE will have a contingency plan to continue to provide the services under this Agreement at another facility within Northeast Tarrant County.

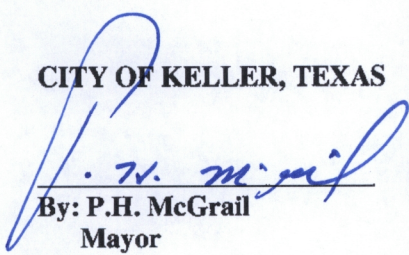
Section 13. **Annual Review.** Annually, at the time the cost for municipal court services are re-calculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of COLLEYVILLE and KELLER.

Section 14. **Additional Parties.** Additional parties may be added to this agreement with the mutual consent of the governing bodies of COLLEYVILLE and KELLER respectively.

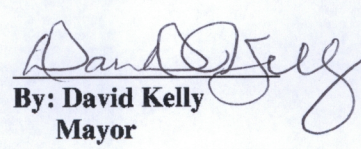
Section 15. This Agreement has been approved by the governing bodies of COLLEYVILLE and KELLER respectively. The execution of this Agreement has been authorized by an act of the governing bodies of COLLEYVILLE and KELLER at a duly called and posted meeting. This Agreement shall become effective at 12:00 a.m. on October 1, 2012 (the "Effective Date"). Any tickets or citations issued prior to the Effective Date shall be adjudicated in the municipality in which the incident arose or the citation or ticket was issued.

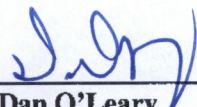
IN WITNESS WHEREOF, we have hereunto set our hands this the 14th day of April, 2012, in duplicate originals.

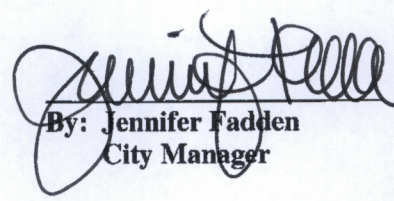
CITY OF KELLER, TEXAS


By: P.H. McGrail
Mayor

CITY OF COLLEYVILLE, TEXAS

 03-21-2012
By: David Kelly
Mayor


By: Dan O'Leary
City Manager

 03-21-2012
By: Jennifer Fadden
City Manager

Colleyville City Council

ATTEST:

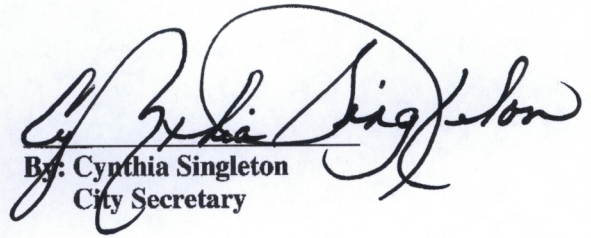
ATTEST:

MAR 20 2012

Approved

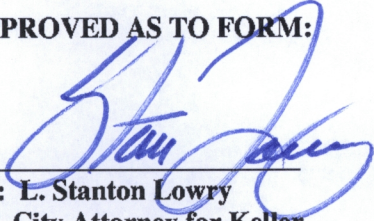


By: Sheila Stephens
City Secretary

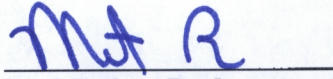


By: Cynthia Singleton
City Secretary

APPROVED AS TO FORM:



By: L. Stanton Lowry
City Attorney for Keller



By: Matthew Boyle
City Attorney for Colleyville

KELLER do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatory hereto.

Section 12. **Municipal Court Facility.** In the event that the municipal court services located at the COLLEYVILLE Justice Center is damaged due to a natural or a manmade disaster and is unusable, COLLEYVILLE will have a contingency plan to continue to provide the services under this Agreement at another facility within Northeast Tarrant County.

Section 13. **Annual Review.** Annually, at the time the cost for municipal court services are re-calculated, this Agreement will be reviewed by both parties for needed clarification and or revisions. This Agreement may only be modified, changed or altered at any time, upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of COLLEYVILLE and KELLER.

Section 14. **Additional Parties.** Additional parties may be added to this agreement with the mutual consent of the governing bodies of COLLEYVILLE and KELLER respectively.

Section 15. This Agreement has been approved by the governing bodies of COLLEYVILLE and KELLER respectively. The execution of this Agreement has been authorized by an act of the governing bodies of COLLEYVILLE and KELLER at a duly called and posted meeting. This Agreement shall become effective at 12:00 a.m. on October 1, 2012 (the "Effective Date"). Any tickets or citations issued prior to the Effective Date shall be adjudicated in the municipality in which the incident arose or the citation or ticket was issued.

IN WITNESS WHEREOF, we have hereunto set our hands this the 14th day of April, 2012, in duplicate originals.

CITY OF KELLER, TEXAS

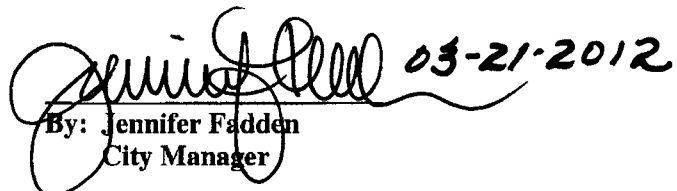

By: P.H. McGrail
Mayor


By: Dan O'Leary
City Manager

ATTEST:

CITY OF COLLEYVILLE, TEXAS


By: David Kelly
Mayor



By: Jennifer Fadden
City Manager


ATTEST:

Colleyville City Council

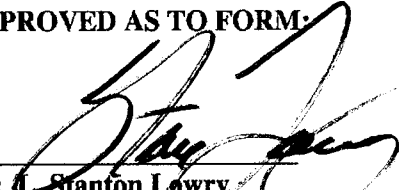
MAR 20 2012

Approved


By: Sheila Stephens
City Secretary


By: Cynthia Singleton
City Secretary

APPROVED AS TO FORM:


By: Stanton Lowry
City Attorney for Keller

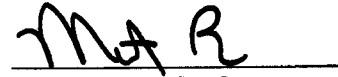

By: Matthew Boyle
City Attorney for Colleyville

Exhibit A

Colleyville and Keller recognize that the combined Municipal Court will operate most efficiently with the appointment of a single Municipal Court Judge, and the parties will endeavor to achieve that goal. That said, Colleyville and Keller reserve the right to select and/or remove their Municipal Court Judge in accordance with their applicable Charter provisions. A municipal judge review and selection committee consisting of both Mayor's and two duly appointed City Council members from each City will formulate a process for obtaining and assessing candidates for the Municipal Court Judge position. The current Judges for Colleyville and Keller will be invited to submit their candidacy for the combined Court. Upon the conclusion of such process, the Committee shall make a recommendation to the full Colleyville and Keller City Councils for the selection of the Municipal Court Judge. If such candidate is approved by both the Colleyville and Keller City Councils, that candidate shall serve as the Municipal Court Judge for the combined Municipal Court for an initial term of two (2) years. In the event the candidate is not approved by both Colleyville and Keller, the matter shall be referred back to the standing committee for the recommendation of an alternative appointment. In the event such alternative appointment is not approved by both Colleyville and Keller, then this issue shall be sent to dispute resolution pursuant to Section 9 of the Agreement. Any renewals of term or approval of a replacement Judge will be subject to this process.

Upon appointment, the Municipal Court Judge will be responsible for all judicial services for the combined Court, including but not limited to the following: adjudication of all cases, plea dockets, trial dockets (both before the court and jury trials), property hearings, arraignments, emergency protective order hearings, dangerous dog hearings, warrant issuance (including search, arrest, and blood warrants), juror notification, setting of bonds, other judicial proceedings and magistrate services. The Municipal Judge shall propose to the standing committee a temporary replacement(s) who shall perform the duties of the Municipal Judge in his/her absence. In the event either Colleyville or Keller objects to the proposed temporary replacement Judge(s), the Municipal Court Judge must propose an alternative replacement(s) until such replacement(s) is approved by both Colleyville and Keller. If for any reason, the Municipal Court Judge is unable to attend to their duties on a given date, the Judge must notify the Court Administrator. Any temporary replacement Judge will be compensated by the Municipal Court Judge out of his/her salary.

The standing committee shall recommend an annual salary for the Municipal Judge to be considered by the respective City Councils and if approved incorporated into the employment contract of the Municipal Judge.

Exhibit B

Reporting -

The City of Colleyville will prepare the following reports and submit for the City of Keller

State of Texas Reports:

Official Municipal Court Monthly Report (monthly)

State Criminal Costs and Fees (quarterly)

Child Safety Violation – for cases pending prior to 9-28-11(annual when applicable)

DR18 – Notice of Final Conviction (weekly)

DIC15 – Notice of Conviction or Suspension/Disqualification (weekly when applicable)

DIC21 – Notice of Suspension Violation of License (monthly when applicable)

Nonresident Violator Compact (when necessary)

Racial Profiling (as requested)

And all other reports required by legislative changes at the mandated frequency level

Other reports:

Collection agency fee distribution list (monthly)

Metroport Teen Court: Disposition (yearly) to balance the number of cases reflected on the yearly total cases –payment submitted yearly to teen court to reflect ½ of the 20.00 fee back in the teen court fund.

Omnibase Services Fee Distribution list (quarterly) payment submitted quarterly

And all other reports requested by the City of Keller for outside service provider

Financial reports for City of Keller

Financial reports necessary to facilitate appropriate recording of fine and forfeiture revenue, cash bonds posted, state tax liability, Teen Court revenue (weekly)

And any other reports deemed necessary by the City of Keller to facilitate financial reporting.

Other reports for City of Keller

Reports available through court and/or financial software to respond to City of Keller open records requests.

Exhibit C

FISCAL YEAR 2012/2013 COMBINED MUNICIPAL COURT BUDGETS And GENERAL AND ADMINISTRATIVE CHARGES FOR SERVICES TO THE CITY OF KELLER.

OPERATING BUDGET FOR COLLEYVILLE-KELLER MUNICIPAL COURTS
SYSTEM FISCAL YEAR 2012/2013

TOTAL OPERATING BUDGET \$419,805

KELLER PORTION:

Includes six (6) full-time employee equivalents (FTEs):

- Municipal Judge (1)
- Court Administrator (1)
- Deputy Court Clerk (1)
- Senior Court Clerk (1)
- Administrative Court Clerk (2)

Annual Service Level at 45.9% cost share \$ 192,649
(October 1, 2012 – September 30, 2013)

GENERAL AND ADMINISTRATIVE CHARGES (1) \$ 27,961

Includes services of Administration, Building Maintenance
Human Resources, Information Services.

TOTAL ANNUAL COST FOR FISCAL YEAR 2012/13 \$ 220,610

(1) PERCENT (%) OF RESPECTIVE ANNUAL
OPERATING BUDGET USED:
Administration 2.0 %
Human Resources 2.5%
Information Services 2.0%

Exhibit D

Pay a one-time equipment and configuration cost of approximately \$25,578 for court security and approximately \$54,000 for court technology to COLLEYVILLE to prepare the municipal court facility to accommodate the merger of services:

COURT SECURITY:

Replace Existing Cameras and New Court Cameras

Software	\$8,220.00	
Server	\$13,000.00	
Displays	\$3,300.00	
Cameras	\$18,635.00	
Misc	\$8,000.00	\$400 X 20 Cameras
	Total	\$51,155.00 Reoccurring annual software maintenance of \$960
KELLER @ 50%	\$25,578.00	

COURT TECHNOLOGY: – To be determined

Assessment underway - estimated KELLER upfront share of approximately \$54,000 (Annual software licensing and maintenance costs for years 2-4 estimated at \$25,000).



**City of New Fairview
City Council
Regular Meeting Minutes
Monday, May 15, 2023**

**CITY COUNCIL
Mayor John Taylor
Mayor Pro Tem Steven King
Place 1 Councilman Harvey Lynn Burger
Place 2 Councilman Peter Kozlowski
Place 3 Councilwoman Sarah Adams
Place 5 Councilman Richard Greene**

**City Staff
John Cabrales Jr, City Administrator
Brooke Boller, City Secretary
Susan Greenwood, Assistant City Secretary
Roberta (Robin) Cross, City Attorney – Virtual**

**Absent
Place 3 Councilman Walter Clements**

CANVASSING ELECTION

1. Call to Order and Determination of Quorum (per Texas Election Code Sec. 67.004) (**Canvassing Election called to order by Mayor John Taylor at 7:00 pm; Roll Call with the above-mentioned names.**)
2. Consider and act on a Resolution canvassing and declaring the results of the General Election held on May 6, 2023, for the purpose of electing persons to serve as Mayor and City Council Members Place 2 and Place 4 for a term of two (2) years, as well as a special election for City Council Members Place 3 and Place 5, each to fill the unexpired term for one (1) year, to the New Fairview City Council.
Motion: Councilman Richard Greene
Second: Councilman Peter Kozlowski
Vote: All in Favor
Result: Council approved a Resolution canvassing and declaring the results of the General Election held on May 6, 2023, for the purpose of electing persons to serve as Mayor and City Council Members Place 2 and Place 4 for a term of two (2) years, as well as a special election for City Council Members Place 3 and Place 5, each to fill the unexpired term for one (1) year, to the New Fairview City Council.
3. Proclamation for outgoing council members.
4. Formal swearing-in and seating of Mayor and Council Member Places 2, 3, 4 and 5.

5. Discuss, consider, and act on the appointment of the Mayor Pro Tem

Motion: Councilman Richard Greene

Second: Councilman Richard Greene

Vote: All in Favor.

Result: Council appointed Steven King as Mayor Pro Tem.

6. Adjournment

Session was adjourned at 7:10 pm.

WORK SESSION

1. Call to Order and Determination of Quorum (**Work Session called to order by Mayor John Taylor at 7:10 pm; Roll Call with the above-mentioned names.**)
2. Receive a report and hold a discussion regarding options for street reconstruction project funding.
Council received a presentation from City Administrator John Cabrales Jr. Council directed staff to proceed with the issuance of \$3.5 million in Certificates of Obligation for the use of reconstructing all the roads listed in the Priority 1, 2, and 3 from staff's recommendation for a total of \$2,334,350, and for the reconstruction of Graham Road at approximately \$792,600. The debt should be for 20 years and should include funds from the Transportation Impact Fee Special Revenue Fund to cover the debt service payment for Graham Road. The City Administrator stated he would begin working with the City's financial advisor, Hilltop Securities to begin the process.
3. Receive a report and hold a discussion regarding entering into an interlocal agreement with the Texas Department of Motor Vehicles for Scofflaw Services contract making Texas Motor Vehicle Registration Records and authorizing MVBA/Alicia Worth as a third-party to our Scofflaw Account.
The council received a presentation from Court Administrator Susan Greenwood. Staff was directed to proceed with entering an interlocal agreement with the Texas Department of Motor Vehicles for Scofflaw Services contract making Texas Motor Vehicle Registration Records and authorizing MVBA/Alicia Worth as a third-party to our Scofflaw Account.
4. Adjournment
Motion: Councilman Peter Kozlowski
Second: Councilman Richard Greene
Vote: All in Favor
Result: Work Session was adjourned at 8:50 pm.

REGULAR SESSION

1. Call to Order and Determination of Quorum (**Regular Session called to order by Mayor John Taylor at 9:00 pm; Roll Call with the above-mentioned names.**)
2. Pledge to the Flags.
 - A. United States of America
 - B. Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.
3. Announcements & Special Recognitions: The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.

A. Proclamation for National Public Works Week

Mayor John Taylor recognized every member of our public works department with a proclamation noticing the week of May 21-28 as Public Works Week.

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 May 1, 2023.
 - B. Approve April 2023 Financial Reports.

Motion: Councilman Peter Kozlowski
Second: Councilman Richard Greene
Vote: All in Favor
Result: After the removal of item B, Council approved the City Council Meeting Minutes for May 1, 2023.
7. New Business: All matters listed in New Business will be discussed and considered separately.
8. Executive Session: Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas Government Code; and to consult with the City Attorney pursuant to §551.071, Texas Government Code. The Council may go into closed session at any time when permitted by Chapter 551, Texas Government Code or Chapter 418, Texas Tax Code. Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.
9. Return to Open Session: Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.
10. Mayor & Council Member Announcements: The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

11. Adjournment

Motion: Councilman Richard Greene

Second: Mayor Pro Tem Steven King

Vote: All in Favor

Result: Regular session was adjourned at 9:10 pm.

MINUTES APPROVED ON THIS, THE 5TH DAY OF JUNE 2023

John Taylor, Mayor

Brooke Boller, City Secretary

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Apr 2023 Apr 2023 Actual	Year-To-Date Oct 2022 Apr 2023 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Revenue & Expenditures						
Revenue						
1000						
Revenues						
Fines & Fees						
4501	Court Fines	10,000.00	2,640.87	9,681.36	(318.64)	96.81%
	Total Fines & Fees	\$10,000.00	\$2,640.87	\$9,681.36	(\$318.64)	
Franchise Fees						
4301	Franchise Fees	71,795.46	19.84	71,514.97	(280.49)	99.61%
	Total Franchise Fees	\$71,795.46	\$19.84	\$71,514.97	(\$280.49)	
Other Revenue						
4905	Grant Revenue	0.00	216,299.80	219,314.39	219,314.39	0.00%
4901	Other Revenue	154,000.00	13.86	13,475.41	(140,524.59)	8.75%
4906	Sponsorship	5,000.00	882.60	2,913.70	(2,086.30)	58.27%
	Total Other Revenue	\$159,000.00	\$217,196.26	\$235,703.50	\$76,703.50	
Permits						
4401	Construction Permits	500,000.00	64,360.04	215,296.15	(284,703.85)	43.06%
4403	Contractor Registration	3,600.00	515.00	2,881.00	(719.00)	80.03%
4402	Septic Permits	14,000.00	2,496.90	8,733.00	(5,267.00)	62.38%
	Total Permits	\$517,600.00	\$67,371.94	\$226,910.15	(\$290,689.85)	
Property Tax						
4101	Current Property Tax	656,790.05	7,345.07	765,612.52	108,822.47	116.57%
4102	Delinquent Property Tax	0.00	0.00	190.55	190.55	0.00%
	Total Property Tax	\$656,790.05	\$7,345.07	\$765,803.07	\$109,013.02	
Sales Tax						
4201	Sales/ Beverage Tax	378,000.00	29,625.22	255,243.72	(122,756.28)	67.52%
	Total Sales Tax	\$378,000.00	\$29,625.22	\$255,243.72	(\$122,756.28)	
	Revenues Totals	\$1,793,185.51	\$324,199.20	\$1,564,856.77	(\$228,328.74)	
	Total Revenue	\$1,793,185.51	\$324,199.20	\$1,564,856.77	(\$228,328.74)	
	Total Gross Profit	\$1,793,185.51	\$324,199.20	\$1,564,856.77		

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Apr 2023 Apr 2023 Actual	Year-To-Date Oct 2022 Apr 2023 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Expenses						
2001						
City Council						
Contract Labor						
5108	Legal Expenses	15,000.00	0.00	12,043.50	2,956.50	80.29%
Total Contract Labor		\$15,000.00	\$0.00	\$12,043.50	\$2,956.50	
Services						
5370	Election Expense	5,000.00	0.00	1,130.15	3,869.85	22.60%
5310	Software	120.00	108.24	108.24	11.76	90.20%
5322	Training/ Dues/ Memberships	15,000.00	204.12	5,417.03	9,582.97	36.11%
Total Services		\$20,120.00	\$312.36	\$6,655.42	\$13,464.58	
Supplies						
5299	Miscellaneous Supplies	300.00	0.00	250.17	49.83	83.39%
5201	Office Supplies	2,000.00	0.00	161.16	1,838.84	8.06%
Total Supplies		\$2,300.00	\$0.00	\$411.33	\$1,888.67	
City Council Totals		\$37,420.00	\$312.36	\$19,110.25	\$18,309.75	
2002						
City Administration						
Contract Labor						
5101	Contract Labor	6,240.00	480.00	4,240.00	2,000.00	67.95%
5111	Information Technology	8,000.00	0.00	3,632.16	4,367.84	45.40%
5108	Legal Expenses	50,000.00	0.00	37,707.10	12,292.90	75.41%
5113	Website	10,000.00	0.00	0.00	10,000.00	0.00%
Total Contract Labor		\$74,240.00	\$480.00	\$45,579.26	\$28,660.74	
Salaries & Payroll						
5011	Deferred Compensation	6,000.00	0.00	0.00	6,000.00	0.00%
5007	FICA - Payroll Taxes	9,157.05	0.00	0.00	9,157.05	0.00%
5006	Health Insurance	10,740.96	901.11	7,158.62	3,582.34	66.65%
5004	Longevity Pay	100.00	0.00	100.00		100.00%
5012	LTD, STD and Life	456.00	188.32	1,302.65	(846.65)	285.67%
5001	Salaries	119,700.00	9,936.92	99,858.71	19,841.29	83.42%
5005	TMRS	7,636.86	588.92	(3,154.95)	10,791.81	(41.31%)
5010	Unemployment	3,591.00	0.00	0.00	3,591.00	0.00%
5008	Worker's Comp	400.00	10.57	14.46	385.54	3.62%
Total Salaries & Payroll		\$157,781.87	\$11,625.84	\$105,279.49	\$52,502.38	
Services						
5340	Auditor	7,000.00	11,500.00	11,500.00	(4,500.00)	164.29%

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Apr 2023 Actual	Year-To-Date Oct 2022 Apr 2023 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
5375	Chapter 380	84,000.00	64,588.95	64,588.95	19,411.05	76.89%
5361	Credit Card Fees	20,000.00	572.97	2,156.22	17,843.78	10.78%
5315	Electric / Trash	2,000.00	92.78	815.85	1,184.15	40.79%
5320	Equipment Rental	500.00	522.50	1,183.95	(683.95)	236.79%
5335	Internet/Telephone	1,500.00	55.27	1,209.82	290.18	80.65%
5305	Legal Notices	0.00	0.00	187.50	(187.50)	0.00%
5355	Miscellaneous Expense	33,618.00	0.00	34,813.57	(1,195.57)	103.56%
5365	Penalties Expense	1,200.00	0.00	0.00	1,200.00	0.00%
5350	Professional Services	5,000.00	320.20	370.20	4,629.80	7.40%
5360	Prop Tax Collection Fees	14,200.00	233.83	7,783.77	6,416.23	54.82%
5310	Software	15,500.00	194.22	7,475.52	8,024.48	48.23%
5304	Special Events	0.00	382.60	382.60	(382.60)	0.00%
5380	TML Insurance	8,430.20	2,728.19	18,924.59	(10,494.39)	224.49%
5322	Training/ Dues/ Memberships	4,600.00	40.00	4,443.54	156.46	96.60%
	Total Services	\$197,548.20	\$81,231.51	\$155,836.08	\$41,712.12	
	Supplies					
5202	Equipment	500.00	0.00	0.00	500.00	0.00%
5299	Miscellaneous Supplies	500.00	0.00	298.91	201.09	59.78%
5201	Office Supplies	2,500.00	69.58	1,315.83	1,184.17	52.63%
5207	Postage	0.00	0.00	31.40	(31.40)	0.00%
	Total Supplies	\$3,500.00	\$69.58	\$1,646.14	\$1,853.86	
	City Administration Totals	\$433,070.07	\$93,406.93	\$308,340.97	\$124,729.10	
2003						
	City Secretary					
	Contract Labor					
5108	Legal Expenses	10,000.00	0.00	3,632.00	6,368.00	36.32%
	Total Contract Labor	\$10,000.00	\$0.00	\$3,632.00	\$6,368.00	
	Salaries & Payroll					
5007	FICA - Payroll Taxes	4,417.88	339.84	2,618.36	1,799.52	59.27%
5006	Health Insurance	10,740.96	901.11	7,158.62	3,582.34	66.65%
5004	Longevity Pay	64.00	0.00	208.00	(144.00)	325.00%
5012	LTD, STD and Life	945.34	43.59	427.15	518.19	45.18%
5001	Salaries	57,750.00	4,442.32	34,370.11	23,379.89	59.52%
5005	TMRS	3,684.45	283.44	3,210.71	473.74	87.14%
5008	Worker's Comp	320.00	10.57	14.45	305.55	4.52%
	Total Salaries & Payroll	\$77,922.63	\$6,020.87	\$48,007.40	\$29,915.23	

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Apr 2023 Apr 2023 Actual	Year-To-Date Oct 2022 Apr 2023 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
Services						
5315	Electric / Trash	2,000.00	92.78	815.77	1,184.23	40.79%
5320	Equipment Rental	1,000.00	478.50	919.95	80.05	92.00%
5335	Internet/Telephone	1,000.00	55.27	459.28	540.72	45.93%
5305	Legal Notices	2,000.00	0.00	1,705.00	295.00	85.25%
5355	Miscellaneous Expense	0.00	0.00	830.29	(830.29)	0.00%
5310	Software	7,695.00	1,481.64	1,619.73	6,075.27	21.05%
5322	Training/ Dues/ Memberships	7,500.00	1,907.68	4,132.44	3,367.56	55.10%
	Total Services	\$21,195.00	\$4,015.87	\$10,482.46	\$10,712.54	
Supplies						
5202	Equipment	500.00	0.00	0.00	500.00	0.00%
5299	Miscellaneous Supplies	1,000.00	0.00	42.50	957.50	4.25%
5201	Office Supplies	2,000.00	0.00	356.01	1,643.99	17.80%
5207	Postage	400.00	0.00	32.40	367.60	8.10%
	Total Supplies	\$3,900.00	\$0.00	\$430.91	\$3,469.09	
	City Secretary Totals	\$113,017.63	\$10,036.74	\$62,552.77	\$50,464.86	
2007						
Court						
Contract Labor						
5108	Legal Expenses	5,000.00	0.00	3,885.70	1,114.30	77.71%
5106	Municipal Judge	2,400.00	300.00	1,950.00	450.00	81.25%
	Total Contract Labor	\$7,400.00	\$300.00	\$5,835.70	\$1,564.30	
Salaries & Payroll						
5007	FICA - Payroll Taxes	3,842.75	0.00	0.00	3,842.75	0.00%
5006	Health Insurance	10,740.96	901.11	5,401.89	5,339.07	50.29%
5004	Longevity Pay	64.00	0.00	100.00	(36.00)	156.25%
5012	LTD, STD and Life	561.70	99.49	776.25	(214.55)	138.20%
5003	Overtime	5,000.00	225.36	832.58	4,167.42	16.65%
5001	Salaries	50,232.00	4,209.86	30,088.44	20,143.56	59.90%
5005	TMRS	3,204.80	262.86	2,653.78	551.02	82.81%
5008	Worker's Comp	320.00	10.57	14.45	305.55	4.52%
	Total Salaries & Payroll	\$73,966.21	\$5,709.25	\$39,867.39	\$34,098.82	
Services						
5315	Electric / Trash	2,000.00	92.78	815.75	1,184.25	40.79%
5320	Equipment Rental	2,000.00	478.50	919.95	1,080.05	46.00%
5335	Internet/Telephone	1,000.00	55.27	459.24	540.76	45.92%
5355	Miscellaneous Expense	10,000.00	1,994.93	5,543.62	4,456.38	55.44%

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Apr 2023 Apr 2023 Actual	Year-To-Date Oct 2022 Apr 2023 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget	
	5325	Municipal Judge Training	350.00	0.00	0.00	350.00	0.00%
	5350	Professional Services	1,000.00	65.30	250.70	749.30	25.07%
	5322	Training/ Dues/ Memberships	2,450.00	160.00	769.95	1,680.05	31.43%
		Total Services	\$18,800.00	\$2,846.78	\$8,759.21	\$10,040.79	
		Supplies					
	5202	Equipment	500.00	0.00	0.00	500.00	0.00%
	5299	Miscellaneous Supplies	500.00	0.00	42.50	457.50	8.50%
	5201	Office Supplies	1,500.00	12.95	277.32	1,222.68	18.49%
	5207	Postage	500.00	18.48	63.81	436.19	12.76%
	5222	Signs	500.00	0.00	0.00	500.00	0.00%
		Total Supplies	\$3,500.00	\$31.43	\$383.63	\$3,116.37	
		Court Totals	\$103,666.21	\$8,887.46	\$54,845.93	\$48,820.28	
2008							
		Planning & Development					
		Contract Labor					
	5105	Building Inspector	60,000.00	24,131.94	63,240.69	(3,240.69)	105.40%
	5109	City Engineer	25,000.00	4,552.03	18,021.63	6,978.37	72.09%
	5110	City Planner	40,000.00	2,346.59	22,986.11	17,013.89	57.47%
	5108	Legal Expenses	5,000.00	0.00	0.00	5,000.00	0.00%
	5102	Public Infrastructure	0.00	0.00	625.00	(625.00)	0.00%
		Total Contract Labor	\$130,000.00	\$31,030.56	\$104,873.43	\$25,126.57	
		Services					
	5350	Professional Services	15,700.00	552.80	5,114.20	10,585.80	32.57%
	5310	Software	700.00	0.00	0.00	700.00	0.00%
		Total Services	\$16,400.00	\$552.80	\$5,114.20	\$11,285.80	
		Supplies					
	5201	Office Supplies	1,500.00	0.00	580.06	919.94	38.67%
		Total Supplies	\$1,500.00	\$0.00	\$580.06	\$919.94	
		Planning & Development Totals	\$147,900.00	\$31,583.36	\$110,567.69	\$37,332.31	
2009							
		Public Works					
		Capital Outlay					
	6030	Buildings - Capital	35,000.00	0.00	0.00	35,000.00	0.00%
	6020	Equipment - Capital	92,000.00	0.00	87,505.44	4,494.56	95.11%
	6010	Vehicles - Capital	65,000.00	0.00	0.00	65,000.00	0.00%
		Total Capital Outlay	\$192,000.00	\$0.00	\$87,505.44	\$104,494.56	

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Apr 2023 Apr 2023 Actual	Year-To-Date Oct 2022 Apr 2023 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
City Projects						
5655	CDBG	0.00	175.00	16,108.43	(16,108.43)	0.00%
5656	CDBG 2	0.00	184.50	184.50	(184.50)	0.00%
5635	CR 4717	0.00	0.00	22,624.90	(22,624.90)	0.00%
5630	TDLR	10,300.00	0.00	10,709.50	(409.50)	103.98%
Total City Projects		\$10,300.00	\$359.50	\$49,627.33	(\$39,327.33)	
Contract Labor						
5105	Building Inspector	750.00	0.00	0.00	750.00	0.00%
5101	Contract Labor	15,000.00	0.00	0.00	15,000.00	0.00%
5102	Public Infrastructure	5,000.00	0.00	375.00	4,625.00	7.50%
Total Contract Labor		\$20,750.00	\$0.00	\$375.00	\$20,375.00	
Other Expense						
7185	Transfer Out - Special Rev	85,000.00	0.00	85,000.00		100.00%
Total Other Expense		\$85,000.00	\$0.00	\$85,000.00		
Salaries & Payroll						
5007	FICA - Payroll Taxes	8,103.19	0.00	0.00	8,103.19	0.00%
5006	Health Insurance	21,481.92	1,802.22	9,834.12	11,647.80	45.78%
5004	Longevity Pay	64.00	0.00	136.00	(72.00)	212.50%
5012	LTD, STD and Life	1,890.67	88.47	528.13	1,362.54	27.93%
5003	Overtime	5,000.00	587.17	4,374.93	625.07	87.50%
5001	Salaries	105,924.00	13,404.16	74,801.98	31,122.02	70.62%
5005	TMRS	6,757.95	574.21	5,234.35	1,523.60	77.45%
5010	Unemployment	3,177.72	0.00	0.00	3,177.72	0.00%
5008	Worker's Comp	640.00	21.15	25.04	614.96	3.91%
Total Salaries & Payroll		\$153,039.45	\$16,477.38	\$94,934.55	\$58,104.90	
Services						
5385	Building Repairs	15,000.00	546.97	3,834.09	11,165.91	25.56%
5315	Electric / Trash	12,000.00	687.74	5,415.20	6,584.80	45.13%
5320	Equipment Rental	5,000.00	223.50	4,004.78	995.22	80.10%
5301	Fuel	8,000.00	1,110.99	5,627.56	2,372.44	70.34%
5335	Internet/Telephone	1,030.00	0.00	0.00	1,030.00	0.00%
5355	Miscellaneous Expense	1,500.00	0.00	745.00	755.00	49.67%
5395	Road Maintenance	50,000.00	2,163.98	23,549.68	26,450.32	47.10%
5310	Software	0.00	21.64	21.64	(21.64)	0.00%
5345	Street Lights	11,940.00	325.50	2,950.92	8,989.08	24.71%
5303	Tolls	50.00	0.00	0.00	50.00	0.00%
5302	Tractor/ Truck Repairs	8,000.00	40.20	1,676.15	6,323.85	20.95%

GENERAL FUND
Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Apr 2023 Apr 2023 Actual	Year-To-Date Oct 2022 Apr 2023 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
5322	Training/ Dues/ Memberships	4,410.00	60.00	932.00	3,478.00	21.13%
Total Services		\$116,930.00	\$5,180.52	\$48,757.02	\$68,172.98	
Supplies						
5202	Equipment	7,500.00	111.98	4,610.93	2,889.07	61.48%
5299	Miscellaneous Supplies	2,000.00	91.66	2,169.64	(169.64)	108.48%
5201	Office Supplies	3,000.00	0.00	228.06	2,771.94	7.60%
5207	Postage	500.00	0.00	0.00	500.00	0.00%
5222	Signs	8,000.00	1,046.52	6,321.75	1,678.25	79.02%
5203	Uniforms	3,500.00	111.96	2,076.84	1,423.16	59.34%
Total Supplies		\$24,500.00	\$1,362.12	\$15,407.22	\$9,092.78	
Public Works Totals		\$602,519.45	\$23,379.52	\$381,606.56	\$220,912.89	
2010						
Health/Code Enforcement						
Contract Labor						
5112	Abatement	15,000.00	0.00	0.00	15,000.00	0.00%
5104	Animal Control	2,000.00	75.00	500.00	1,500.00	25.00%
5108	Legal Expenses	3,000.00	0.00	2,373.00	627.00	79.10%
5103	Septic Inspector	5,500.00	0.00	1,150.00	4,350.00	20.91%
Total Contract Labor		\$25,500.00	\$75.00	\$4,023.00	\$21,477.00	
Services						
5390	Cleanup Days	2,475.00	823.94	961.94	1,513.06	38.87%
5114	Code Enforcement	2,000.00	0.00	0.00	2,000.00	0.00%
5320	Equipment Rental	1,000.00	0.00	0.00	1,000.00	0.00%
5310	Software	1,400.00	0.00	0.00	1,400.00	0.00%
5322	Training/ Dues/ Memberships	1,760.00	0.00	250.00	1,510.00	14.20%
Total Services		\$8,635.00	\$823.94	\$1,211.94	\$7,423.06	
Supplies						
5299	Miscellaneous Supplies	0.00	0.00	106.95	(106.95)	0.00%
5201	Office Supplies	0.00	201.76	201.76	(201.76)	0.00%
5207	Postage	0.00	0.00	16.50	(16.50)	0.00%
5222	Signs	0.00	0.00	121.98	(121.98)	0.00%
Total Supplies		\$0.00	\$201.76	\$447.19	(\$447.19)	
Health/Code Enforcement Totals		\$34,135.00	\$1,100.70	\$5,682.13	\$28,452.87	

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Apr 2023 Apr 2023 Actual	Year-To-Date Oct 2022 Apr 2023 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
2011						
Public Safety						
Capital Outlay						
6030	Buildings - Capital	17,270.00	0.00	14,977.14	2,292.86	86.72%
6060	Buildings - Extractor	10,450.00	0.00	1,498.91	8,951.09	14.34%
Total Capital Outlay		\$27,720.00	\$0.00	\$16,476.05	\$11,243.95	
City Projects						
5645	EMS Buildout	0.00	0.00	100.66	(100.66)	0.00%
Total City Projects		\$0.00	\$0.00	\$100.66	(\$100.66)	
Contract Labor						
5107	Contract Deputies	44,000.00	1,174.08	9,021.73	34,978.27	20.50%
5101	Contract Labor	37,400.00	2,950.00	21,150.00	16,250.00	56.55%
Total Contract Labor		\$81,400.00	\$4,124.08	\$30,171.73	\$51,228.27	
Services						
5385	Building Repairs	0.00	0.00	2,077.21	(2,077.21)	0.00%
5322	Training/ Dues/ Memberships	2,200.00	0.00	2,635.00	(435.00)	119.77%
Total Services		\$2,200.00	\$0.00	\$4,712.21	(\$2,512.21)	
Supplies						
5202	Equipment	0.00	0.00	200.95	(200.95)	0.00%
5201	Office Supplies	0.00	0.00	166.97	(166.97)	0.00%
Total Supplies		\$0.00	\$0.00	\$367.92	(\$367.92)	
Public Safety Totals		\$111,320.00	\$4,124.08	\$51,828.57	\$59,491.43	
2013						
Parks & Recreation						
Other Expense						
7185	Transfer Out - Special Rev	142,973.00	0.00	142,973.00		100.00%
Total Other Expense		\$142,973.00	\$0.00	\$142,973.00		
Services						
5385	Building Repairs	500.00	0.00	0.00	500.00	0.00%
5320	Equipment Rental	4,000.00	0.00	0.00	4,000.00	0.00%
5355	Miscellaneous Expense	4,000.00	579.11	1,290.96	2,709.04	32.27%
5304	Special Events	10,500.00	1,093.09	6,758.55	3,741.45	64.37%
5322	Training/ Dues/ Memberships	0.00	0.00	500.00	(500.00)	0.00%
Total Services		\$19,000.00	\$1,672.20	\$8,549.51	\$10,450.49	
Supplies						
5202	Equipment	1,000.00	349.00	349.00	651.00	34.90%
5299	Miscellaneous Supplies	500.00	0.00	117.98	382.02	23.60%

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Apr 2023 Apr 2023 Actual	Year-To-Date Oct 2022 Apr 2023 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
5201	Office Supplies	500.00	0.00	0.00	500.00	0.00%
	Total Supplies	\$2,000.00	\$349.00	\$466.98	\$1,533.02	
	Parks & Recreation Totals	\$163,973.00	\$2,021.20	\$151,989.49	\$11,983.51	
	Total Expenses	\$1,747,021.36	\$174,852.35	\$1,146,524.36	\$600,497.00	
	Total Revenue Less Expenditures	\$46,164.15	\$149,346.85	\$418,332.41		

Transfers In

1000

Revenues

Transfer Revenue

8100	Transfers In	0.00	605,000.00	729,932.91	729,932.91	0.00%
	Total Transfer Revenue	\$0.00	\$605,000.00	\$729,932.91	\$729,932.91	
	Revenues Totals	\$0.00	\$605,000.00	\$729,932.91	\$729,932.91	
	Total Transfers In	\$0.00	\$605,000.00	\$729,932.91	\$729,932.91	

Transfers Out

Debt Service Fund

Transfer Expense

9100	Transfers Out	0.00	648.24	35,811.91	(35,811.91)	0.00%
	Total Transfer Expense	\$0.00	\$648.24	\$35,811.91	(\$35,811.91)	
	Debt Service Fund Totals	\$0.00	\$648.24	\$35,811.91	(\$35,811.91)	

2002

City Administration

Transfer Expense

9100	Transfers Out	0.00	0.00	442,401.49	(442,401.49)	0.00%
	Total Transfer Expense	\$0.00	\$0.00	\$442,401.49	(\$442,401.49)	
	City Administration Totals	\$0.00	\$0.00	\$442,401.49	(\$442,401.49)	

2015

Court Building Security

Transfer Expense

9100	Transfers Out	0.00	54.63	154.04	(154.04)	0.00%
	Total Transfer Expense	\$0.00	\$54.63	\$154.04	(\$154.04)	
	Court Building Security Totals	\$0.00	\$54.63	\$154.04	(\$154.04)	

GENERAL FUND

Statement of Revenue and Expenditures

		Annual Budget Oct 2022 Sep 2023	Current Period Apr 2023 Apr 2023 Actual	Year-To-Date Oct 2022 Apr 2023 Actual	Annual Budget Oct 2022 Sep 2023 Variance	Oct 2022 Sep 2023 Percent of Budget
2016						
Court Technology Fund						
Transfer Expense						
9100	Transfers Out	0.00	44.60	125.75	(125.75)	0.00%
Total Transfer Expense		\$0.00	\$44.60	\$125.75	(\$125.75)	
Court Technology Fund Totals		\$0.00	\$44.60	\$125.75	(\$125.75)	
2017						
Jury Fund						
Transfer Expense						
9100	Transfers Out	0.00	1.12	3.16	(3.16)	0.00%
Total Transfer Expense		\$0.00	\$1.12	\$3.16	(\$3.16)	
Jury Fund Totals		\$0.00	\$1.12	\$3.16	(\$3.16)	
2018						
Juvenile Case Fund						
Transfer Expense						
9100	Transfers Out	0.00	55.75	157.20	(157.20)	0.00%
Total Transfer Expense		\$0.00	\$55.75	\$157.20	(\$157.20)	
Juvenile Case Fund Totals		\$0.00	\$55.75	\$157.20	(\$157.20)	
2019						
Transporation Impact Fee						
Transfer Expense						
9100	Transfers Out	0.00	16,972.74	56,575.80	(56,575.80)	0.00%
Total Transfer Expense		\$0.00	\$16,972.74	\$56,575.80	(\$56,575.80)	
Transporation Impact Fee Totals		\$0.00	\$16,972.74	\$56,575.80	(\$56,575.80)	
2020						
TWPD- Small Parks Grant Fund						
Transfer Expense						
9100	Transfers Out	0.00	0.00	142,973.00	(142,973.00)	0.00%
Total Transfer Expense		\$0.00	\$0.00	\$142,973.00	(\$142,973.00)	
TWPD- Small Parks Grant Fund Totals		\$0.00	\$0.00	\$142,973.00	(\$142,973.00)	
Total Transfers Out		\$0.00	\$17,777.08	\$678,202.35	(\$678,202.35)	
Total Net Change in Fund Balance		\$46,164.15	\$736,569.77	\$470,062.97		
Fund Balances						
	Beginning Fund Balance	0.00	1,411,878.47	1,678,385.27		0.00%
	Net Change in Fund Balance	46,164.15	736,569.77	470,062.97		0.00%

GENERAL FUND

Statement of Revenue and Expenditures

	Annual Budget	Current Period	Year-To-Date	Annual Budget	Oct 2022
	Oct 2022	Apr 2023	Oct 2022	Oct 2022	Sep 2023
	Sep 2023	Apr 2023	Apr 2023	Sep 2023	Percent of
		Actual	Actual	Variance	Budget
Ending Fund Balance	0.00	2,148,448.24	2,148,448.24		0.00%



CITY COUNCIL AGENDA MEMO

Prepared By: Brooke Boller, City Secretary

June 5, 2023

Canceling and Transferring City Council Meetings

DESCRIPTION:

Approve a Resolution for moving the June 19, 2023, Regular City Council Meeting to June 20, 2023, and canceling the July 3, 2023 Regular City Council Meeting.

BACKGROUND INFORMATION:

As provided by the City's recent amendments to its Procedures and Decorum Policy, the City of New Fairview regular City Council meetings are held on the first and third Mondays of each month, at such times as may be set by the City Council, unless the meeting is rescheduled or canceled. All regular meetings of the City Council will be held in New Fairview Town Hall at 999 Illinois Lane, New Fairview, Texas, or at such other locations as the City Council may, by motion, resolution or ordinance, designate.

On December 5, 2022, the City Council had a work session discussion with the City Secretary to discuss the City Council 2023 meeting calendar. The Council agreed to move the June 19 Regular Meeting to June 20 in observance of the Juneteenth Holiday. The Council also agreed to cancel the July 3 Regular Meeting in observance of the Independence Day Celebration.

The City Council finds that it would be in the public interest to move the June 19, 2023, Regular Meeting to June 20, 2023, and cancel the July 3, 2023, Regular Meeting to allow council members and staff the ability to spend time with family and friends during the holidays.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTION:

I move to **Approve/Deny** a Resolution for moving the June 19, 2023, Regular City Council Meeting to June 20, 2023, and canceling the July 3, 2023 Regular City Council Meeting.

ATTACHMENT(S):

1. Resolution 202306-02-131

RESOLUTION NO. 202306-02-131

A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS, MOVING THE JUNE 19, 2023 CITY COUNCIL REGULAR MEETING TO JUNE 20, 2023, AND CANCELING THE CITY COUNCIL REGULAR MEETING OF JULY 3, 2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Fairview, Texas (“City Council”) is regularly scheduled to meet on the first and third Mondays of each month at 7:00 p.m.; and

WHEREAS, the City Council finds that it would be in the public interest to cancel the July 3, 2023, Regular City Council meeting to allow council members and staff the ability to spend time with family and friends during the holidays.

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

SECTION 1. That the June 19, 2023 Regular Council Meeting be, moved to June 20, 2023, and the July 3, 2023, Regular City Council meeting at 7:00 p.m., is hereby canceled.

SECTION 2. This resolution shall take effect from and after its final date of passage.

The above and foregoing Resolution was passed and approved at a Regular Meeting of the City Council of the City of New Fairview, Texas, on the 5th day of June 2023.

JOHN TAYLOR, MAYOR

ATTEST:

Brooke Boller, City Secretary



AGENDA ITEM: 7A

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

June 5, 2023

Publication of Notice of Intent to Issue Certificates of Obligation

DESCRIPTION:

Receive, consider, and act on all matters incident and related to approving a Resolution authorizing the publication of notice of intention to issue \$3.5 million in Certificates of Obligation.

BACKGROUND INFORMATION:

On May 15, 2023, the City Council had a work session to discuss options for funding the needed reconstruction and drainage improvement of several city roads. Staff was directed to proceed with the issuance of \$3.5 million in Certificates of Obligation for the use of reconstructing all the roads listed in Priority 1, 2, and 3 from staff's recommendation for a total of \$2,334,350, and for the reconstruction of Graham Road at approximately \$792,600. The debt should be for 20 years and should include funds from the Transportation Impact Fee Special Revenue Fund to cover the debt service payment for Graham Road.

The first step in the process is for the City Council to authorize the publication of notice of intent to issues certificates of obligation. Attached is a Resolution authorizing that publication. Also attached are the estimated Tax Rate Analysis for the \$3.5 million Certificates of Obligation, Total Issue Sources and Uses, and Timetable for this issuance.

Staff recommends approval of the Resolution.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution authorizing the publication of notice of intention to issue \$3.5 million in Certificates of Obligation.

ATTACHMENT(S):

1. Resolution 202306-03-132
2. 2023 CO – Tax Rate Analysis
3. 2023 CO – Total Issue Sources and Uses
4. 2023 CO - Timetable

RESOLUTION NO. 202306-03-132

A RESOLUTION approving and authorizing publication of notice of intention to issue certificates of obligation.

WHEREAS, the City Council (the "Council") of the City of New Fairview, Texas (the "City"), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing and improving streets, including drainage, landscaping, streetscaping, retaining walls, curbs, gutters, sidewalks, signage, traffic signalization, street noise abatement, and utility system relocation incidental thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with the acquisition, construction and financing of such projects; and

WHEREAS, prior to the issuance of such certificates, the City Council is required to publish notice of its intention to issue the same in a newspaper of general circulation in the City and on the City's website, said notice stating (i) the time and place the Council tentatively set to pass the ordinance authorizing the issuance of the certificates, (ii) the maximum amount proposed to be issued, (iii) the purposes for which the certificates are to be issued and (iv) the manner in which the Council proposes to pay the certificates; now, therefore,

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

SECTION 1: The City Secretary is hereby authorized and directed to cause notice to be published of the Council's intention to issue certificates of obligation in a principal amount not to exceed the amount set forth in **Exhibit A** hereto for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing and improving streets, including drainage, landscaping, streetscaping, retaining walls, curbs, gutters, sidewalks, signage, traffic signalization, street noise abatement, and utility system relocation incidental thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with the acquisition, construction and financing of such projects, and such certificates shall be payable from ad valorem taxes and a limited pledge of the net revenues of the City's solid waste disposal system. The notice hereby approved and authorized to be published shall read substantially in the form and content of **Exhibit A** hereto attached and incorporated herein by reference as a part of this resolution for all purposes.

SECTION 2: The City Secretary shall cause the aforesaid notice to be (i) published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication to be at least forty-six (46) days prior to the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation and (ii) posted continuously on the City's website for at least forty-five (45) days before the date stated therein for the passage of the ordinance authorizing the issuance of the certificates of obligation.

SECTION 3: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 4: This Resolution shall be in force and effect from and after its passage on the date shown below.

[Remainder of Page Intentionally Left Blank]

PASSED AND ADOPTED, this June 5, 2023.

CITY OF NEW FAIRVIEW, TEXAS

ATTEST:

Mayor

City Secretary

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CITY OF NEW FAIRVIEW, TEXAS, CERTIFICATES OF OBLIGATION

TAKE NOTICE the City Council of the City of New Fairview, Texas, shall convene at 7:00 o'clock P.M. on August 7, 2023, at its regular meeting place in City Hall, 999 Illinois Lane, New Fairview, Texas, and, during such meeting, the City Council will consider the passage of one or more ordinances authorizing the issuance of certificates of obligation, in one or more series, in a principal amount not to exceed \$3,565,000 for the purpose of paying contractual obligations to be incurred for (i) the construction of public works, to wit: constructing and improving streets, including drainage, landscaping, streetscaping, retaining walls, curbs, gutters, sidewalks, signage, traffic signalization, street noise abatement, and utility system relocation incidental thereto and the acquisition of land and rights-of-way therefor, and (ii) professional services rendered in connection with the acquisition, construction and financing of such projects, and such certificates shall be payable from ad valorem taxes and a limited pledge of the net revenues of the City's solid waste disposal system. In accordance with Texas Local Government Code Section 271.049, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$2,730,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$3,202,818; (iii) the estimated combined principal and interest required to pay the certificates of obligation to be authorized on time and in full is \$5,589,077; (iv) the maximum interest rate for the certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the certificates to be authorized is August 15, 2043. The certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271.

City Secretary
City of New Fairview, Texas

City of New Fairview, Texas
Existing and Pro-forma Debt Service
Tax Rate Analysis - Potential 2023 Certificate of Obligation

<i>A</i>	<i>B</i>	<i>C</i>	<i>D</i>			<i>E</i>	<i>F</i>	<i>G</i>	<i>H</i>			<i>I</i>	<i>J</i>	<i>K</i>	<i>L</i>		<i>M</i>
Fiscal Year Ended 9/30	Taxable Assessed Valuation ⁽¹⁾	Actual/ Assumed Growth Rates	Existing Debt Service Information			Existing Debt Estimated I&S Tax Rate ⁽²⁾	Tax Rate Analysis - Funds \$3,500,000				Combined Totals						
			Principal	Interest	Total		Series 2023 - 8/1/2023 - 4.75% ⁽³⁾			Less: Transportation Impact Fees ⁽⁴⁾	Total Debt Service Paid from Property Taxes	Total Estimated I&S Tax Rate ⁽²⁾					
2023	301,032,171	58.28%	95,000	57,075	152,075	0.0493								152,075	0.0493		
2024	313,919,750	4.28%	115,000	54,225	169,225	0.0550	\$ 120,000	\$ 158,989	\$ 278,989	\$ (58,002)				390,212	0.1268		
2025	327,261,339	4.25%	125,000	50,775	175,775	0.0548	115,000	163,638	278,638	(58,963)				395,450	0.1233		
2026	341,169,946	4.25%	130,000	47,025	177,025	0.0529	120,000	158,175	278,175	(57,775)				397,425	0.1189		
2027	355,669,669	4.25%	135,000	43,125	178,125	0.0511	125,000	152,475	277,475	(56,588)				399,013	0.1145		
2028	370,785,630	4.25%	140,000	39,075	179,075	0.0493	130,000	146,538	276,538	(55,400)				400,213	0.1101		
2029	386,544,019	4.25%	145,000	34,875	179,875	0.0475	140,000	140,363	280,363	(59,213)				401,025	0.1059		
2030	386,544,019		150,000	30,525	180,525	0.0477	145,000	133,713	278,713	(57,788)				401,450	0.1060		
2031	386,544,019		155,000	26,025	181,025	0.0478	150,000	126,825	276,825	(56,363)				401,488	0.1060		
2032	386,544,019		155,000	22,925	177,925	0.0470	160,000	119,700	279,700	(59,938)				397,688	0.1050		
2033	386,544,019		160,000	19,825	179,825	0.0475	170,000	112,100	282,100	(58,275)				403,650	0.1066		
2034	386,544,019		165,000	17,905	182,905	0.0483	175,000	104,025	279,025	(56,613)				405,318	0.1070		
2035	386,544,019		170,000	15,925	185,925	0.0491	185,000	95,713	280,713	(59,950)				406,688	0.1074		
2036	386,544,019		170,000	13,545	183,545	0.0485	195,000	86,925	281,925	(58,050)				407,420	0.1076		
2037	386,544,019		175,000	11,165	186,165	0.0491	200,000	77,663	277,663	(56,150)				407,678	0.1076		
2038	386,544,019		180,000	8,540	188,540	0.0498	215,000	68,163	283,163	(59,250)				412,453	0.1089		
2039	386,544,019		180,000	5,840	185,840	0.0491	220,000	57,950	277,950	(57,113)				406,678	0.1074		
2040	386,544,019		185,000	2,960	187,960	0.0496	235,000	47,500	282,500	(59,975)				410,485	0.1084		
2041	386,544,019						245,000	36,338	281,338	(57,600)				223,738	0.0591		
2042	386,544,019						255,000	24,700	279,700	(60,225)				219,475	0.0579		
2043	386,544,019						265,000	12,588	277,588	(57,613)				219,975	0.0581		
2044	386,544,019													-	-		
2045	386,544,019													-	-		
2046	386,544,019													-	-		
			\$ 2,730,000	\$ 501,355	\$ 3,231,355		\$ 3,565,000	\$ 2,024,077	\$ 5,589,077	\$ (1,160,839)				\$ 7,659,592			

(1) 2022-2023 TAV as provided by Wise and Denton County Appraisal Districts; FYE 2024 value represents preliminary 2024 value as of April 2023; growth projections estimated thereafter.

(2) Based on an assumed collection rate of 98%. Tax Rate for 2023 is actual.

(3) Estimated interest rates as of 5/11/2023 + 0.50%

(4) Assumed to be paid on the debt service attributable to funding \$729,600.

Preliminary

City of New Fairview, Texas

\$3,565,000

Combination Tax & Revenue Certificates of Obligation, Series 2023

Total Issue Sources And Uses

Dated 09/07/2023 | Delivered 09/07/2023

	Other Roads - \$2,770,400	Transporta tion CIP - \$729,600	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$2,825,000.00	\$740,000.00	\$3,565,000.00
Total Sources	\$2,825,000.00	\$740,000.00	\$3,565,000.00
Uses Of Funds			
Costs of Issuance	51,507.71	13,492.29	65,000.00
Deposit to Project Construction Fund	2,770,400.00	729,600.00	3,500,000.00
Rounding Amount	3,092.29	(3,092.29)	-
Total Uses	\$2,825,000.00	\$740,000.00	\$3,565,000.00

Preliminary

City of New Fairview, Texas

\$3,565,000

Combination Tax & Revenue Certificates of Obligation, Series 2023

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/07/2023	-	-	-	-	-
02/15/2024	-	-	74,320.34	74,320.34	-
08/15/2024	120,000.00	4.750%	84,668.75	204,668.75	-
09/30/2024	-	-	-	-	278,989.09
02/15/2025	-	-	81,818.75	81,818.75	-
08/15/2025	115,000.00	4.750%	81,818.75	196,818.75	-
09/30/2025	-	-	-	-	278,637.50
02/15/2026	-	-	79,087.50	79,087.50	-
08/15/2026	120,000.00	4.750%	79,087.50	199,087.50	-
09/30/2026	-	-	-	-	278,175.00
02/15/2027	-	-	76,237.50	76,237.50	-
08/15/2027	125,000.00	4.750%	76,237.50	201,237.50	-
09/30/2027	-	-	-	-	277,475.00
02/15/2028	-	-	73,268.75	73,268.75	-
08/15/2028	130,000.00	4.750%	73,268.75	203,268.75	-
09/30/2028	-	-	-	-	276,537.50
02/15/2029	-	-	70,181.25	70,181.25	-
08/15/2029	140,000.00	4.750%	70,181.25	210,181.25	-
09/30/2029	-	-	-	-	280,362.50
02/15/2030	-	-	66,856.25	66,856.25	-
08/15/2030	145,000.00	4.750%	66,856.25	211,856.25	-
09/30/2030	-	-	-	-	278,712.50
02/15/2031	-	-	63,412.50	63,412.50	-
08/15/2031	150,000.00	4.750%	63,412.50	213,412.50	-
09/30/2031	-	-	-	-	276,825.00
02/15/2032	-	-	59,850.00	59,850.00	-
08/15/2032	160,000.00	4.750%	59,850.00	219,850.00	-
09/30/2032	-	-	-	-	279,700.00
02/15/2033	-	-	56,050.00	56,050.00	-
08/15/2033	170,000.00	4.750%	56,050.00	226,050.00	-
09/30/2033	-	-	-	-	282,100.00
02/15/2034	-	-	52,012.50	52,012.50	-
08/15/2034	175,000.00	4.750%	52,012.50	227,012.50	-
09/30/2034	-	-	-	-	279,025.00
02/15/2035	-	-	47,856.25	47,856.25	-
08/15/2035	185,000.00	4.750%	47,856.25	232,856.25	-
09/30/2035	-	-	-	-	280,712.50
02/15/2036	-	-	43,462.50	43,462.50	-
08/15/2036	195,000.00	4.750%	43,462.50	238,462.50	-
09/30/2036	-	-	-	-	281,925.00
02/15/2037	-	-	38,831.25	38,831.25	-
08/15/2037	200,000.00	4.750%	38,831.25	238,831.25	-
09/30/2037	-	-	-	-	277,662.50
02/15/2038	-	-	34,081.25	34,081.25	-
08/15/2038	215,000.00	4.750%	34,081.25	249,081.25	-
09/30/2038	-	-	-	-	283,162.50
02/15/2039	-	-	28,975.00	28,975.00	-
08/15/2039	220,000.00	4.750%	28,975.00	248,975.00	-
09/30/2039	-	-	-	-	277,950.00
02/15/2040	-	-	23,750.00	23,750.00	-
08/15/2040	235,000.00	4.750%	23,750.00	258,750.00	-
09/30/2040	-	-	-	-	282,500.00
02/15/2041	-	-	18,168.75	18,168.75	-
08/15/2041	245,000.00	4.750%	18,168.75	263,168.75	-
09/30/2041	-	-	-	-	281,337.50
02/15/2042	-	-	12,350.00	12,350.00	-
08/15/2042	255,000.00	4.750%	12,350.00	267,350.00	-
09/30/2042	-	-	-	-	279,700.00
02/15/2043	-	-	6,293.75	6,293.75	-
08/15/2043	265,000.00	4.750%	6,293.75	271,293.75	-
09/30/2043	-	-	-	-	277,587.50
Total	\$3,565,000.00	-	\$2,024,076.59	\$5,589,076.59	-

Yield Statistics

Bond Year Dollars	\$42,612.14
Average Life	11.953 Years
Average Coupon	4.7500000%
Net Interest Cost (NIC)	4.7500000%
True Interest Cost (TIC)	4.7503416%
Bond Yield for Arbitrage Purposes	4.7503416%
All Inclusive Cost (AIC)	4.9652751%

IRS Form 8038

Net Interest Cost	4.7500000%
Weighted Average Maturity	11.953 Years

Preliminary

City of New Fairview, Texas

\$2,825,000

Combination Tax & Revenue Certificates of Obligation, Series 2023

Other Roads - \$2,770,400

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/07/2023	-	-	-	-	-
02/15/2024	-	-	58,893.40	58,893.40	-
08/15/2024	95,000.00	4.750%	67,093.75	162,093.75	-
09/30/2024	-	-	-	-	220,987.15
02/15/2025	-	-	64,837.50	64,837.50	-
08/15/2025	90,000.00	4.750%	64,837.50	154,837.50	-
09/30/2025	-	-	-	-	219,675.00
02/15/2026	-	-	62,700.00	62,700.00	-
08/15/2026	95,000.00	4.750%	62,700.00	157,700.00	-
09/30/2026	-	-	-	-	220,400.00
02/15/2027	-	-	60,443.75	60,443.75	-
08/15/2027	100,000.00	4.750%	60,443.75	160,443.75	-
09/30/2027	-	-	-	-	220,887.50
02/15/2028	-	-	58,068.75	58,068.75	-
08/15/2028	105,000.00	4.750%	58,068.75	163,068.75	-
09/30/2028	-	-	-	-	221,137.50
02/15/2029	-	-	55,575.00	55,575.00	-
08/15/2029	110,000.00	4.750%	55,575.00	165,575.00	-
09/30/2029	-	-	-	-	221,150.00
02/15/2030	-	-	52,962.50	52,962.50	-
08/15/2030	115,000.00	4.750%	52,962.50	167,962.50	-
09/30/2030	-	-	-	-	220,925.00
02/15/2031	-	-	50,231.25	50,231.25	-
08/15/2031	120,000.00	4.750%	50,231.25	170,231.25	-
09/30/2031	-	-	-	-	220,462.50
02/15/2032	-	-	47,381.25	47,381.25	-
08/15/2032	125,000.00	4.750%	47,381.25	172,381.25	-
09/30/2032	-	-	-	-	219,762.50
02/15/2033	-	-	44,412.50	44,412.50	-
08/15/2033	135,000.00	4.750%	44,412.50	179,412.50	-
09/30/2033	-	-	-	-	223,825.00
02/15/2034	-	-	41,206.25	41,206.25	-
08/15/2034	140,000.00	4.750%	41,206.25	181,206.25	-
09/30/2034	-	-	-	-	222,412.50
02/15/2035	-	-	37,881.25	37,881.25	-
08/15/2035	145,000.00	4.750%	37,881.25	182,881.25	-
09/30/2035	-	-	-	-	220,762.50
02/15/2036	-	-	34,437.50	34,437.50	-
08/15/2036	155,000.00	4.750%	34,437.50	189,437.50	-
09/30/2036	-	-	-	-	223,875.00
02/15/2037	-	-	30,756.25	30,756.25	-
08/15/2037	160,000.00	4.750%	30,756.25	190,756.25	-
09/30/2037	-	-	-	-	221,512.50
02/15/2038	-	-	26,956.25	26,956.25	-
08/15/2038	170,000.00	4.750%	26,956.25	196,956.25	-
09/30/2038	-	-	-	-	223,912.50
02/15/2039	-	-	22,918.75	22,918.75	-
08/15/2039	175,000.00	4.750%	22,918.75	197,918.75	-
09/30/2039	-	-	-	-	220,837.50
02/15/2040	-	-	18,762.50	18,762.50	-
08/15/2040	185,000.00	4.750%	18,762.50	203,762.50	-
09/30/2040	-	-	-	-	222,525.00
02/15/2041	-	-	14,368.75	14,368.75	-
08/15/2041	195,000.00	4.750%	14,368.75	209,368.75	-
09/30/2041	-	-	-	-	223,737.50
02/15/2042	-	-	9,737.50	9,737.50	-
08/15/2042	200,000.00	4.750%	9,737.50	209,737.50	-
09/30/2042	-	-	-	-	219,475.00
02/15/2043	-	-	4,987.50	4,987.50	-
08/15/2043	210,000.00	4.750%	4,987.50	214,987.50	-
09/30/2043	-	-	-	-	219,975.00
Total	\$2,825,000.00	-	\$1,603,237.15	\$4,428,237.15	-

Yield Statistics

Bond Year Dollars	\$33,752.36
Average Life	11.948 Years
Average Coupon	4.7500000%
Net Interest Cost (NIC)	4.7500000%
True Interest Cost (TIC)	4.7503418%
Bond Yield for Arbitrage Purposes	4.7503416%
All Inclusive Cost (AIC)	4.9653380%

IRS Form 8038

Net Interest Cost	4.7500000%
Weighted Average Maturity	11.948 Years

3.5 mil | Other Roads - \$2,770,400 | 5/18/2023 | 9:26 AM

Preliminary

City of New Fairview, Texas

\$740,000

Combination Tax & Revenue Certificates of Obligation, Series 2023

Transportation CIP - \$729,600

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/07/2023	-	-	-	-	-
02/15/2024	-	-	15,426.94	15,426.94	-
08/15/2024	25,000.00	4.750%	17,575.00	42,575.00	-
09/30/2024	-	-	-	-	58,001.94
02/15/2025	-	-	16,981.25	16,981.25	-
08/15/2025	25,000.00	4.750%	16,981.25	41,981.25	-
09/30/2025	-	-	-	-	58,962.50
02/15/2026	-	-	16,387.50	16,387.50	-
08/15/2026	25,000.00	4.750%	16,387.50	41,387.50	-
09/30/2026	-	-	-	-	57,775.00
02/15/2027	-	-	15,793.75	15,793.75	-
08/15/2027	25,000.00	4.750%	15,793.75	40,793.75	-
09/30/2027	-	-	-	-	56,587.50
02/15/2028	-	-	15,200.00	15,200.00	-
08/15/2028	25,000.00	4.750%	15,200.00	40,200.00	-
09/30/2028	-	-	-	-	55,400.00
02/15/2029	-	-	14,606.25	14,606.25	-
08/15/2029	30,000.00	4.750%	14,606.25	44,606.25	-
09/30/2029	-	-	-	-	59,212.50
02/15/2030	-	-	13,893.75	13,893.75	-
08/15/2030	30,000.00	4.750%	13,893.75	43,893.75	-
09/30/2030	-	-	-	-	57,787.50
02/15/2031	-	-	13,181.25	13,181.25	-
08/15/2031	30,000.00	4.750%	13,181.25	43,181.25	-
09/30/2031	-	-	-	-	56,362.50
02/15/2032	-	-	12,468.75	12,468.75	-
08/15/2032	35,000.00	4.750%	12,468.75	47,468.75	-
09/30/2032	-	-	-	-	59,937.50
02/15/2033	-	-	11,637.50	11,637.50	-
08/15/2033	35,000.00	4.750%	11,637.50	46,637.50	-
09/30/2033	-	-	-	-	58,275.00
02/15/2034	-	-	10,806.25	10,806.25	-
08/15/2034	35,000.00	4.750%	10,806.25	45,806.25	-
09/30/2034	-	-	-	-	56,612.50
02/15/2035	-	-	9,975.00	9,975.00	-
08/15/2035	40,000.00	4.750%	9,975.00	49,975.00	-
09/30/2035	-	-	-	-	59,950.00
02/15/2036	-	-	9,025.00	9,025.00	-
08/15/2036	40,000.00	4.750%	9,025.00	49,025.00	-
09/30/2036	-	-	-	-	58,050.00
02/15/2037	-	-	8,075.00	8,075.00	-
08/15/2037	40,000.00	4.750%	8,075.00	48,075.00	-
09/30/2037	-	-	-	-	56,150.00
02/15/2038	-	-	7,125.00	7,125.00	-
08/15/2038	45,000.00	4.750%	7,125.00	52,125.00	-
09/30/2038	-	-	-	-	59,250.00
02/15/2039	-	-	6,056.25	6,056.25	-
08/15/2039	45,000.00	4.750%	6,056.25	51,056.25	-
09/30/2039	-	-	-	-	57,112.50
02/15/2040	-	-	4,987.50	4,987.50	-
08/15/2040	50,000.00	4.750%	4,987.50	54,987.50	-
09/30/2040	-	-	-	-	59,975.00
02/15/2041	-	-	3,800.00	3,800.00	-
08/15/2041	50,000.00	4.750%	3,800.00	53,800.00	-
09/30/2041	-	-	-	-	57,600.00
02/15/2042	-	-	2,612.50	2,612.50	-
08/15/2042	55,000.00	4.750%	2,612.50	57,612.50	-
09/30/2042	-	-	-	-	60,225.00
02/15/2043	-	-	1,306.25	1,306.25	-
08/15/2043	55,000.00	4.750%	1,306.25	56,306.25	-
09/30/2043	-	-	-	-	57,612.50
Total	\$740,000.00	-	\$420,839.44	\$1,160,839.44	-

Yield Statistics

Bond Year Dollars	\$8,859.78
Average Life	11.973 Years
Average Coupon	4.7499999%
Net Interest Cost (NIC)	4.7499999%
True Interest Cost (TIC)	4.7503412%
Bond Yield for Arbitrage Purposes	4.7503416%
All Inclusive Cost (AIC)	4.9650352%

IRS Form 8038

Net Interest Cost	4.7499999%
Weighted Average Maturity	11.973 Years

3.5 mil | Transportation CIP - \$729 | 5/18/2023 | 9:26 AM



City of New Fairview, Texas

Certificates of Obligation, Series 2023

Projected Schedule of Events

Jun-23						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Jul-23						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug-23						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Sep-23						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

By	Day	Event
5-Jun-23	Monday	City Council approves Notice of Intent Resolution for Publication of Certificates of Obligation
TBD	TBD	First Publication of Notice of Intent to Issue Certificates (must be at least 46 days before sale date - <u>NO LATER THAN 6/22/2023</u>)
15-Jun-23	Thursday	Initial Draft of Preliminary Official Statement distributed to City and to Bond counsel for review
TBD	TBD	Second Publication of Notices of Intent to Issue Certificates (same day of the week following 1st publication; <u>exactly one week later</u>)
23-Jun-23	Friday	Receive comments/information from City & Bond Counsel
27-Jun-23	Tuesday	Provide updated draft of Preliminary Official Statement to the entire working group for comments and modifications, insurance companies and to credit rating agency
10-Jul-23	Week of	Rating call
25-Jul-23	Tuesday	Receive credit rating and final comments to offering documents
27-Jul-23	Thursday	Finalize Preliminary Official Statement Notice of Sale and distribute Electronically through i-Deal Prospectus
7-Aug-23	Monday	Sale of Certificates of Obligation City Council adopts Ordinance and approves Certificates
7-Sep-23	Thursday	Closing and delivery of Funds to the City



CITY COUNCIL AGENDA MEMO

Prepared By: Susan Greenwood, Municipal Court Administrator

June 5, 2023

Scofflaw Program

DESCRIPTION:

Receive, consider, and act on a Resolution authorizing the city administrator regarding entering into an inter-local agreement with the Texas Department of Motor Vehicles for Scofflaw Services contract making Texas Motor Vehicle Registration Records and authorizing MVBA as a third-party to our Scofflaw Account.

BACKGROUND INFORMATION:

The City Council had a work session discussion on the Scofflaw Program on May 15, 2023. In accordance with Texas Transportation Code 702.003, a county assessor-collector or the Texas Department of Motor Vehicles (DMV) may refuse to register a motor vehicle if the assessor-collector or the DMV receives information from the DMV that the owner of the vehicle has an outstanding warrant from a contracting municipality for failure to appear or failure to pay a fine on a complaint for traffic law violations.

As stated previously, there is no cost to the clients of MVBA. Once the City executes a contract with DMV, the City will submit a letter allowing MVBA to report to DMV on their behalf.

Following the May 15, 2023 work session, the City Council directed staff to bring back a Resolution authorizing the City Administrator to execute an inter-local agreement.

Staff recommends the approval of the Resolution.

FINANCIAL CONSIDERATION:

None, discussion only.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a resolution authorizing the City Administrator to execute an inter-local agreement with the Texas Department of Motor Vehicles for Scofflaw Services Texas

Motor Vehicle Registration Records and authorizing MVBA as a third-party to the City's Scofflaw Account.

ATTACHMENT(S):

1. Resolution 202306-01-130 and Memorandum
2. Scofflaw DMV Contract
3. Scofflaw Third Party Letter

**ITY OF NEW FAIRVIEW, TEXAS
RESOLUTION NO. 202306-01-130**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW,
TEXAS, HEREBY AUTHORIZING THE MAYOR OF
THE CITY OF NEW FAIRVIEW, TEXAS, TO EXECUTE A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NEW
FAIRVIEW, TEXAS AND MCCREARY, VASELKA, BRAGG AND
ALLEN, P.C.; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of New Fairview (the “City”), Texas is a Type A General Law Municipality located in Wise and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to enabling legislation of the State of Texas; and

WHEREAS, the City Council has been presented with a proposed Memorandum of Understanding by and between the City of New Fairview, Texas, and McCreary, Vaselka, Bragg and Allen, P.C. (hereinafter the "Agreement") for collection of fines and fees in connection with the Texas Scofflaw Program, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor shall be authorized to execute them on behalf of the City of New Fairview.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of New Fairview, Texas:

Section 1: That the Mayor of the City of New Fairview, Texas, is hereby authorized to execute on behalf of the City of New Fairview, Texas, the Agreement attached hereto as Exhibit A.

Section 2: This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of New Fairview, Texas this 5th day of June 2023.

John Taylor, Mayor

ATTEST:

Brooke Boller, City Secretary

Memorandum of Understanding – Scofflaw – Page 1 of 2

MEMORANDUM OF UNDERSTANDING

**BETWEEN
THE CITY OF NEW FAIRVIEW, TEXAS
AND
McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**

I. PARTIES

THIS MEMORANDUM OF UNDERSTANDING is made and entered into by and between the **CITY OF NEW FAIRVIEW, TEXAS** acting herein by and through its governing body, hereinafter styled, “City” and **McCREARY, VESELKA, BRAGG AND ALLEN, P.C.**, hereinafter styled “MVBA”.

II. PURPOSE

To clearly identify the roles and responsibilities of each party required for MVBA to assist with the City’s participation in the Scofflaw Program or Vehicle Registration Denial Program, as outlined in the Texas Transportation Code Sec. 702.003 (commonly known as the Scofflaw Program).

III. SCOPE OF WORK

The City has contracted with MVBA for the collection of delinquent municipal court fines and fees. To further enhance their efforts, MVBA will assist the City with the implementation of the Scofflaw Program. This program allows a City to submit data to the Technology Support Branch (TSB) of the Texas Department of Motor Vehicles (DMV) relating to defendants who have outstanding warrants after failing to appear or failing to pay a fine on a traffic citation. Once the Scofflaw code is placed on the defendant’s vehicle registration by the DMV a renewal of registration will not be permitted until the case is resolved.

IT IS UNDERSTOOD AND AGREED THAT:

THE CITY AGREES TO enter into the necessary contract with the DMV. The City will timely provide delinquent cases to MVBA on which warrants have been issued and provide the necessary updates to MVBA to allow for the removal of the appropriate registration codes.

MVBA AGREES TO conduct the Scofflaw program on behalf of the City as part of the delinquent collection process. MVBA will provide the funds necessary to post the required bond with DMV and pay all costs associated with the file submissions required for inquiry, flagging and clearances. MVBA will timely submit the appropriate files to DMV to match the defendant and the appropriate vehicle, to code the appropriate registration record and to clear the appropriate records. MVBA will provide the City with the information concerning the successful submissions to DMV. This information will be available on the Court’s Web Access or in a list submitted to the City.

IV. TERM OF MEMORANDUM OF UNDERSTANDING

The term of this agreement begins on the date of execution by both parties below and will remain in force for the duration of the Contract for the Collection of Delinquent Municipal Court Fines and Fees executed the 5th day of June 2023.

V. SIGNATURES

The City has authorized by order heretofore passed and duly recorded in its minutes the chief executive officer to execute this Memorandum of Understanding.

This Memorandum of Understanding may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles shall be binding and enforceable.

WITNESS the signatures of all parties hereto this, the ____ day of _____, A.D. 2023.

CITY OF NEW FAIRVIEW, TEXAS

_____,
City Manager

McCREARY, VESELKA, BRAGG & ALLEN, P.C.

Harvey M. Allen
Attorney at Law

STATE OF TEXAS §

COUNTY OF TRAVIS §

INTERLOCAL AGREEMENT

THIS CONTRACT is entered into by the Contracting Parties under Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Texas Department of Motor Vehicles (TxDMV)
(Local Government)

II. PURPOSE: Scofflaw Services contract for marking Texas Motor Vehicle Registration Records.

III. STATEMENT OF SERVICES TO BE PERFORMED: TxDMV will undertake and carry out services described in Attachment A, Scope of Services.

IV. CONTRACT PAYMENT: Contract payment must conform to the provisions of Attachment B, Budget. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

V. TERM OF CONTRACT: This contract begins when fully executed by both parties and terminates five years from the date this contract is executed by TxDMV, or when otherwise terminated as provided in Attachment C, Article 5 of this contract.

VI. LEGAL AUTHORITY: THE PARTIES certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties.

TxDMV further certifies that it has the authority to perform the services by authority granted in Section 702.003 of the Texas Transportation Code.

Each party certifies that its governing body authorized this contract.

This contract incorporates the provisions of Attachment A, Scope of Services, Attachment B, Budget, Attachment C, General Terms and Conditions, Attachment D, Contact Information for Technical Assistance, and Attachment E, Account Information.

(Name of Local Government)

By Date
Authorized Signature
Printed Name and Title

FOR TxDMV

By Date
Authorized Signature
Printed Name and Title

ATTACHMENT A

Scope of Services

TxDMV will:

1. On initial probes (inquiries) of data submissions received from the Local Government, generate an output file containing matching license plates. If no vehicle record is found, such factual information will be indicated on the output file together with the input data. Input and output files will be returned to the Local Government after completion of the computer run.
2. Place “flags” on vehicle records based on data submissions received from the Local Government containing “flag” request codes.
3. Remove “flags” from vehicle records based on data submissions received from the Local Government containing “clear” request codes.

Local Government must:

1. Provide data submissions to **TxDMV** in accordance with **TxDMV** specifications for computer run of initial probes (inquiry), flags (marking) of vehicle records, and clears (removal) of flags. Due to changing technology, these specifications will be distributed by **TxDMV** to the Local Governments on September 1st of every year.
2. Submit an application to establish the method of payment (see **Attachment E**), and establish an account prior to submitting inquiries.

ATTACHMENT B

Budget

Fees for file submission and transactions must be submitted to **TxDMV** in accordance with 43 Texas Administrative Code Sections 217.123 and 217.124.

Payments must be submitted to the following address:

Texas Department of Motor Vehicles
IT Services Division, Data Support Services
PO Box 5020
Austin, TX 78763-5020

A deposit of at least \$500.00 must be provided to TxDMV for placement in a non-interest-bearing-account.

This deposit is to cover estimated service use. Payment of the deposit must be made by check or warrant, payable to the "Texas Department of Motor Vehicles" and is due upon execution of this contract.

The deposit must be paid before the Local Government submits a probe (inquiry) or a request for placement or removal of a flag from motor vehicle records.

If the balance in the account falls below the \$350.00 minimum balance, **TxDMV** may suspend processing probes, or placing or removing "flags" from motor vehicle records for the Local Government until a deposit is made by the Local Government, in an amount sufficient to increase the balance in the account to the \$350.00 minimum balance.

- A. If the Local Government chooses to establish a "Pay on Request" account, the applicable payment of fees must be made each time a request to probe (search/inquiry) or to place or remove "flags" from motor vehicle records is submitted to **TxDMV**.
- B. As an alternative, if the Local Government chooses to establish an escrow "Prepaid Account", **TxDMV** will establish an account in the name of the Local Government. Charges will be deducted from the escrow account until the balance of that account reaches the minimum required balance for the Local Government, as provided below.

The \$500.00 minimum balance may increase depending on established monthly usage by the Local Government. This additional funding is payable within fifteen (15) days from receipt of notification from **TxDMV**.

An escrow account balance statement will be provided by **TxDMV** each time a probe or a request to place or remove "flags" from motor vehicle records is submitted.

ATTACHMENT C

General Terms and Conditions

Article 1. Amendments

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

Article 2. Conflicts Between Contracts

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract will prevail.

Article 3. Disputes

TxDMV will resolve any contractual or administrative issues regarding this contract.

Article 4. Ownership of Equipment

Except to the extent that a specific provision of this contract states to the contrary, all equipment purchased by TxDMV under this contract will be owned by TxDMV.

Article 5. Termination

This contract may be terminated by mutual written agreement or 30 days after either party gives notice to the other party, whichever occurs first. Upon termination of this contract any remaining funds in either a "Pay on Request" account or a "Prepaid Account" as described in **Attachment B** will be refunded to the Local Government following settlement of any outstanding processing fees.

Article 6. Gratuities

Any person who is doing business with or who reasonably speaking may do business with TxDMV under this contract may not make any offer of benefits, gifts, or favors to employees of TxDMV.

Article 7. Responsibilities of the Parties

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

Article 8. Compliance with Laws

The parties must comply with all applicable laws regarding the performance under this contract.

Article 9. Signatory Warranty

Each signatory warrants that the signatory has the necessary authority to execute this contract on behalf of the entity represented.

Article 10. Notices

The parties will email each other for any notice requirements under this contract. Either of the parties may change its email address or designated individual to receive notices by giving the other party written notice, specifying the new address or individual, and the date upon which the change will become effective.

If to TxDMV:

IT Services Division, Data Support Services

Email: VTR_SCOFFLAW@txdmv.gov

If to the Local Government:

_____ (Insert name of contact)

Email: _____ (Insert email address for contact)

ATTACHMENT D

Contact Information for Technical Assistance

Technical assistance regarding probes, placing and removing "flags" in motor vehicle records, and requests for information regarding payments for your account may be obtained by contacting the IT Services Division, Data Support Services at VTR_SCOFFLAW@txdmv.gov.

ATTACHMENT E

Account Information

IT SERVICES DIVISION 4000 JACKSON AVENUE, AUSTIN, TEXAS 78731-6007 PLEASE PRINT OR TYPE		Contract Number
Type of Account Requested: _____ "Prepaid" Account _____ "Pay on Request" Account		
DATE:	ATTN: (Name and Telephone Number of Person Responsible for Account)	
ACCOUNT NAME:		
BILLING ADDRESS:		
ATTENTION: (Name and Mailing Address of the Person Responsible for Sending and Receiving Files)		
MAILING ADDRESS:		
E-MAIL ADDRESS: (For Contact Purposes by E-mail)		
BUSINESS TELEPHONE NUMBER:	BUSINESS FAX NUMBER:	
<i>For Department Use Only</i>		
Escrow Amount		
Date Contract Signed _____		
<u>Account Terminated/Canceled</u>		
Non-Payment	User Request	Account Number
_____	_____	_____

May 15, 2023

Texas Department of Motor Vehicles

400 Jackson Ave.

Austin, TX 78731

Texas Department of Motor Vehicles.

The City of New Fairview is authorizing MVBA as a third-party to our scofflaw account. Here is the following information for our third-party:

MVBA/Alicia Worth

Billing and mailing address: PO BOX 1310 Round Rock, TX 78680

Business Number: 512-323-3200

Fax Number: 512-323-3210

Email Address: alicia.worth@mvalaw.com

Thank you,

Susan Greenwood

New Fairview Municipal Court

Susan Greenwood/Court Administrator

City of New Fairview Municipal Court

999 Illinois Lane

New Fairview, Texas 76078



AGENDA ITEM: 7C

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

June 5, 2023

Adoption of the 2015 Edition of the International Energy Conservation Code

DESCRIPTION:

Receive, consider, and act on an Ordinance amending Chapter 4, Article 4.02 of the Code of Ordinances of the City of New Fairview, Texas, entitled "Building and Construction Codes and Standards" by adding the "International Energy Conservation Code", by adopting the 2015 Edition of the International Energy Conservation Code, and local amendments to the International Energy Conservation Code.

BACKGROUND INFORMATION:

The International Codes are a complete set of standardized codes, created by, updated by, and consensus voted by municipal code officials, not special interest groups. The benefit of a comprehensive set of national codes is consistency between communities. The consistency simplifies education and compliance and creates ease of use. The City of New Fairview is currently utilizing amended versions of the 2015 International Codes and 2017 NFPA - National Electric Code. The International Energy Conservation Code (IECC) has not been formally adopted by the City, but we are able to enforce it by reference to the International Residential Code. However, staff is recommending adopting the IECC to enforce standards in commercial development and include local amendments.

The IECC establishes minimum requirements for energy-efficient buildings using prescriptive and performance related provisions. It is founded on broad based principles that make possible the use of new materials and new energy efficient designs. The IECC addresses energy efficiency on several fronts including cost, energy usage, use of natural resources and the impact of energy usage on the environment. The following highlights the more significant changes.

- ****Section C102/R102; add Section C102.1.2 and R102.1.2 to read as follows: C102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. R102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be**

considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4 and R403.3.3 respectively.

- Section C202 and R202; add the following definition: ***PROJECTION FACTOR. The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device. (Reason: The amendment to Section 402.3.2 Glazed fenestration SHGC was proposed by the TAB and ESL determined the proposal to be not less restrictive than the 2009, 2012 and 2015 IECC. This added definition is necessary as part of that amendment. The amendment will provide additional options for SHGC selection.)
- Section R202; add the following definition: ***DYNAMIC GLAZING. Any fenestration product that has the fully reversible ability to change its performance properties, including U-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).
- **Section R402.4.1.2 Testing; modify the first paragraph to read as follows: R402.4.1.2 Testing. The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding 5 air changes per hour in Climate Zones 1 and 2, and 3 air changes per hour in Climate Zones 3 through 8. {Remainder of text unchanged} (Reason: The 2015 IECC requires mandatory door blower testing on each dwelling unit. The visual inspection is no longer an option to performance testing. This change will give some additional time for those builders not currently using a performance approach to adapt construction practices.) NOTE: Effective September 1, 2016 this proposed amendment is deemed less stringent than the residential provisions of the 2015 IECC and therefore would not be considered a recommended amendment.
- *** R403.3.3 Duct Testing (Mandatory) Add a last paragraph to read as follows: Mandatory testing shall only be performed by individuals that are certified to perform duct testing leakage testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure. (Reason: The 2015 International Residential Code (IRC) and International Energy Conservation Code (IECC) includes enhanced emphasis on envelope infiltration and duct leakage. Significant changes in the residential energy requirements include more frequent requirements of performance testing for leakage. Residential Duct systems must be tested unless all ducts and equipment are located within the conditioned space. Envelope testing is required to demonstrate compliance with maximum allowable leakage rate. This language puts the regulatory authority on notice that the testing requires specialized credentials and establishes a conflict of interest baseline).
- **Section C402.2.7/R402.2; Add Section C402.2.9 and R402.2.14 to read as follows: Section C402.2.7/R402.2.14 Insulation installed in walls. To ensure that insulation remains in place, insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting or other equivalent material approved by the building official. (Reason: This will increase the performance of the insulation by ensuring that the insulation stays in place.)

Our Building Official, Lee Swain with ATLAS Municipal Services, has carefully reviewed the current municipal code, researched amendments developed through the North Central Texas Council of Governments, as well as Codes of other Texas communities.

Staff recommend approval of the Ordinance.

FINANCIAL CONSIDERATION:

None; the costs are passed through to the applicant.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** an Ordinance amending Chapter 4, Article 4.02 of the Code of Ordinances of the City of New Fairview, Texas, entitled "Building and Construction Codes and Standards" by adding the "International Energy Conservation Code", by adopting the 2015 Edition of the International Energy Conservation Code, and local amendments to the International Energy Conservation Code.

ATTACHMENT(S):

1. 2015 Edition of the International Energy Conservation Code
2. Ordinance 202306-01-110 with Exhibit "A"

**Recommended Amendments to the
2015 International Energy Conservation Code**
North Central Texas Council of Governments Region
(Climate Zone 3 of the IECC)

The following sections, paragraphs, and sentences of the *2015 International Energy Conservation Code* (IECC) are hereby amended as follows: Standard type is text from the IECC. Underlined type is text inserted. ~~Lined through type is deleted text from IECC.~~ A double (**) asterisk at the beginning of a section identifies an amendment carried over from the 2012 edition of the code and a triple (***) asterisk identifies a new or revised amendment with the 2015 code.

Note: Historically NCTCOG has limited Chapter 1 amendments in order to allow each city to insert their local policies and procedures. We now have suggested certain items to be brought to the attention of cities considering adoption of the code that may be of concern to several jurisdictions. **It is still intended to be discretionary to each city to determine which Chapter 1 amendments to include.**

The 2015 IECC contains separate provisions for commercial buildings and for residential buildings 3 stories or less. The provisions of the commercial buildings are preceded by “C” for Commercial. The provisions for residential buildings 3 stories or less are preceded by “R” for residential buildings. Each set of provisions are separately applied to buildings within their respective scope. Each set of provisions also contains a Scope and Administration chapter, a Definitions chapter, a General Requirements chapter and a chapter containing energy efficiency requirements applicable to building within their respective scope.

Recommended amendments that match sections in each of the respective provisions (“C” and “R”) are written to represent both sections rather than duplicating the recommended amendment in this document.

Sections N1101.2 through N1105 of the 2015 *International Residential Code* (IRC) are noted to be extracted from the 2015 IECC. The Building and Residential Advisory Board (BRAB) recommends amending Chapter 11 [RE] ENERGY EFFICIENCY of the 2015 IRC to refer to the residential provisions of the 2015 IECC.

The Governor signed HB1736 into law on June 16, 2015. HB1736 adopts energy efficiency chapter of the International Residential Code as it existing on May 1, 2015, as the energy code for single-family construction (as defined in Section 388.002 of the Health and Safety Code) effective September 1, 2016. The recommended amendments to the 2015 IECC have been analyzed by the Energy Systems Laboratory of the Texas A&M University for stringency with the current Texas Building Energy Performance Standards (TBEPS) which is the 2009 Edition of the IECC and the energy provisions of the 2009 IRC. Some amendments below are noted that effective September 1, 2016, the proposed amendment would be deemed less stringent than the provisions of the 2015 IECC and therefore would no longer be considered a recommended amendment.

****Section C102/R102; add Section C102.1.2 and R102.1.2 to read as follows:**

C102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

R102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to

compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4 and R403.3.3 respectively.

(Reason: This amendment is added to allow alternative compliance in accordance with Texas HB 1365, 78th Legislature. Codified in Chapter 388 Texas Building Energy Performance Standards: §388.003(i). The last sentence to Section R102.1.2 was added to insure that every house is tested in accordance with the mandatory provisions of the code.)

Section C202 and R202; add the following definition:

*****PROJECTION FACTOR.** The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

*(Reason: The amendment to **Section 402.3.2 Glazed fenestration SHGC** was proposed by the TAB and ESL determined the proposal to be not less restrictive than the 2009, 2012 and 2015 IECC. This added definition is necessary as part of that amendment. The amendment will provide additional options for SHGC selection.)*

Section R202; add the following definition:

*****DYNAMIC GLAZING.** Any fenestration product that has the fully reversible ability to change its performance properties, including U-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

(Reason: This term is referenced in Section R402.3.2. This definition of DYNAMIC GLAZING is also found in the Commercial provisions of the code.)

**** Table R402.1.2 INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT; Amend by changing the WOOD FRAME WALL R-VALUE for CLIMATE ZONE 3 to read as follows:**

~~20 or 13~~⁵ 13

(Reason: Retain the values in the 2009 code.)

NOTE: Effective September 1, 2016 this proposed amendment is deemed less stringent than the residential provisions of the 2015 IECC and therefore would not be considered a recommended amendment.

**** Table R402.1.4 EQUIVALENT U-FACTORS; Amend by changing the WOOD FRAME WALL U-FACTOR for CLIMATE ZONE 3 to read as follows:**

~~0.060~~ 0.082

(Reason: Retain the values in the 2009 code.)

NOTE: Effective September 1, 2016 this proposed amendment is deemed less stringent than the residential provisions of the 2015 IECC and therefore would not be considered a recommended amendment.

*****Section R402.3.2 Glazed fenestration SHGC; amend by adding a paragraph and table following the exception to read as follows:**

Where vertical fenestration is shaded by an overhang, eave, or permanently attached shading device, the SHGC required in Table R402.1.2 shall be reduced by using the multipliers in Table R402.3.2 SHGC Multipliers for Permanent Projections.

Table R402.3.2 SHGC Multipliers for Permanent Projections ^a

Projection Factor	SHGC Multiplier (all Other Orientation)	SHGC Multiplier (North Oriented)
0 - 0.10	1.00	1.00
>0.10 – 0.20	0.91	0.95
>0.20 – 0.30	0.82	0.91
>0.30 – 0.40	0.74	0.87
>0.40 – 0.50	0.67	0.84
>0.50 – 0.60	0.61	0.81
>0.60 – 0.70	0.56	0.78
>0.70 – 0.80	0.51	0.76
>0.80 – 0.90	0.47	0.75
>0.90 – 1.00	0.44	0.73

^a North oriented means within 45 degrees of true north.

(Reason: The amendment to Section 402.3.2 Glazed fenestration SHGC was proposed by the TAB and ESL determined the proposal to be not less restrictive than the 2009 and 2015 IECC. This added definition is necessary as part of that amendment. The amendment will provide additional options for SHGC selection.)

****Section R402.4.1.2 Testing; modify the first paragraph to read as follows:**

R402.4.1.2 Testing. The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding 5 air changes per hour in Climate Zones 1 and 2, and 3 air changes per hour in Climate Zones 3 through 8. {Remainder of text unchanged}

(Reason: The 2015 IECC requires mandatory door blower testing on each dwelling unit. The visual inspection is no longer an option to performance testing. This change will give some additional time for those builders not currently using a performance approach to adapt construction practices.)

NOTE: Effective September 1, 2016 this proposed amendment is deemed less stringent than the residential provisions of the 2015 IECC and therefore would not be considered a recommended amendment.

*****R402.4.1.2 Testing; Add a last paragraph to read as follows:**

Mandatory testing shall only be performed by individuals that are certified to perform air infiltration testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.

(Reason: The 2012/15 International Residential Code (IRC) and International Energy Conservation Code (IECC) includes enhanced emphasis on envelope infiltration and duct leakage. Significant changes in the

residential energy requirements include more frequent requirement of performance testing for leakage. Residential Duct systems must be tested unless all ducts and equipment are located within the conditioned space. Envelope testing is required to demonstrate compliance with maximum allowable leakage rate. This language puts the regulatory authority on notice that the testing requires specialized credentials and establishes a conflict of interest baseline).

***** R403.3.3 Duct Testing (Mandatory) Add a last paragraph to read as follows:**

Mandatory testing shall only be performed by individuals that are certified to perform duct testing leakage testing certified by national or state organizations as approved by the building official. The certified individuals must be an independent third-party entity, and may not be employed; or have any financial interest in the company that constructs the structure.

(Reason: The 2015 International Residential Code (IRC) and International Energy Conservation Code (IECC) includes enhanced emphasis on envelope infiltration and duct leakage. Significant changes in the residential energy requirements include more frequent requirement of performance testing for leakage. Residential Duct systems must be tested unless all ducts and equipment are located within the conditioned space. Envelope testing is required to demonstrate compliance with maximum allowable leakage rate. This language puts the regulatory authority on notice that the testing requires specialized credentials and establishes a conflict of interest baseline).

****Section C402.2.7/R402.2; Add Section C402.2.9 and R402.2.14 to read as follows:**

Section C402.2.7/R402.2.14 Insulation installed in walls. To insure that insulation remains in place, insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting or other equivalent material approved by the building official.

(Reason: This will increase the performance of the insulation by ensuring that the insulation stays in place.)

*****Section R405.6.2; add the following sentence to the end of paragraph:**

Acceptable performance software simulation tools may include, but are not limited to, REM Rate™, Energy Gauge and IC3. Other performance software programs accredited by RESNET BESTEST and having the ability to provide a report as outlined in R405.4.2 may also be deemed acceptable performance simulation programs and may be considered by the building official.

(Reason: These performance software tools are accredited by RESNET at the time of recommendation.)

***TABLE R406.4 MAXIMUM ENERGY RATING INDEX; amend to read as follows:

**TABLE R406.4¹
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	65

¹ This table is effective until August 31, 2019.

**TABLE R406.4²
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	63

² The table is effective from September 1, 2019 to August 31, 2022.

**TABLE R406.4³
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
3	59

³ This table is effective on or after September 1, 2022.

(Reason: The tables reflect the values and time table set forth in HB1736.)



END

APPENDIX

In addition to the recommended amendments, the EAGB endorses the attached universal testing form and encourages municipalities to consider incorporating the use of the form locally to minimize the number of forms that the third party testers and energy providers are required to maintain.

2015 IECC Adoption with NCTCOG Local Amendments

Discussion regarding benefits to the residents by adopting this code along with the local amendments.





NCTCOG Amendments

- C102.1.2 ways to comply with 2015 IECC for commercial construction. Energy compliance must be performed by an approved testing firm. COMCheck
- R102.1.2 Ways to comply in 1&2 family residential construction. Residential must be tested by approved firm for duct and whole house air leakage. RESCheck
- Mandatory blower door test

A close-up photograph of a wooden stud wall joint. The wall is composed of vertical wooden studs and horizontal wooden planks. A black vapor barrier is applied to the exterior side of the wall. The insulation, which appears to be pink or orange foam, is missing in several places, particularly along the top and bottom edges of the studs. Two metal bolts are visible, securing the wall to a wooden base. The background is a dark, textured surface, possibly a ceiling or another wall.

Air Leakage

For climate zone 3 air leakage shall not exceed 5 air changes per hour.

Whole house foam encapsulation

Residential must be tested for duct and house air leakage unless the house uses foam insulation where the roof deck is the building envelope, and the attic is conditioned space.



A photograph of a wall under construction. The wall is covered in white, textured insulation. A wooden stud is visible on the left. A blue electrical box is mounted on the wall. A window is visible on the right side of the image. A black text box is overlaid on the left side of the image.

Section C402.2.2.7 and R402.2.1

- These sections require that the wall insulation be enclosed on all sides to prevent the wall insulation from falling out of the wall cavity.

NCTCOG Amendments

- The amendments allow practical code items that work here in Texas within climate zone 3. The more energy we conserve lowers electric bills and helps to ensure the power grid will be able to distribute power during our cold winters and hot summers.



Questions?

36 1/2

Slope
95

3 =
RFL

36 1/2
LOW
46 1/2 - 3 1/4 =
45 3/4
4
↓

3 x 9

ORDINANCE NO. 202306-01-110

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS AMENDING CHAPTER 4, ARTICLE 4.02 OF THE CODE OF ORDINANCES OF THE CITY OF NEW FAIRVIEW, TEXAS, ENTITLED “BUILDING AND CONSTRUCTION CODES AND STANDARDS” BY ADDING THE “INTERNATIONAL ENERGY CONSERVATION CODE”, BY ADOPTING THE 2015 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, AND LOCAL AMENDMENTS TO THE INTERNATIONAL ENERGY CONSERVATION CODE; PROVIDING A PENALTY CLAUSE, PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Of New Fairview, Texas is a General law City; and has investigated and determined that it would be advantageous and beneficial to the citizens of New Fairview to adopt the 2015 Edition of the International Energy Conservation Code and local amendments set forth in Exhibit “A”, attached hereto and incorporated herein for all purposes.

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

Section 1: FINDINGS INCORPORATED

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

Section 2: AMENDMENT

That Chapter 4, Article 4.02, of the Code of Ordinances of the City of New Fairview, Texas, entitled “Building and Construction Codes and Standards” is hereby amended by adding the “International Energy Conservation Code”, by adopting the 2015 Edition of the International Energy Conservation Code, and local amendments set forth in Exhibit “A”.

Section 3: PENALTY CLAUSE

Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be subject to a fine in the amount up to two thousand dollars (\$2,000.00). Each and every violation or day such violation shall continues or exists shall be deemed a separate offense. The provisions of this Ordinance can also be enforced by injunction, suit, civil action, and civil penalty for any violation as authorized by law.

Section 4: SAVINGS CLAUSE

All rights and remedies of the City of New Fairview, Texas are expressly saved as to any and all violations of the provisions or any other ordinance, which have secured as the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

Section 5: SEVERABILITY CLAUSE

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 6: EFFECTIVE DATE

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of New Fairview, Texas on this the 5th day of June 2023.

John Taylor, Mayor

ATTEST:

Brooke Boller, City Secretary

EXHIBIT A

Local Amendments to the 2015 International Energy Conservation Code



AGENDA ITEM: 7D

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

June 5, 2023

Parks and Recreation Board Appointment

DESCRIPTION:

Receive, consider, and act on appointing members to the Parks and Recreation Board and the Keep New Fairview Beautiful Committee.

BACKGROUND INFORMATION:

On February 6, 2023, the City Council approved an Ordinance (202302-01-103) creating a Parks and Recreation Board and Keep New Fairview Beautiful Committee. The Board is an advisory body to the City Council and staff regarding the recreational needs of the community including developing plans for future recreation programs, facilities, and areas; recommending policies to carry out recreational programs and initiatives; reviewing maintenance of recreation facilities; recommending funding for recreation facilities; and informing the public of recreation opportunities or needs.

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

The Ordinance creates for four members and one alternate to serve two-year terms with staggered terms for the initial appointment on the creation of this board.

Sec. 10.03.002. Members and Terms

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

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

Staff created a flier and placed information on the website and social media informing the public of this new board and encouraged residents to apply for consideration of appointment onto this board. Attached is the application received from John Rodriguez.

<u>Board Members</u>	<u>Place</u>	<u>Term</u>
Deborah Greene	Place 1	(March 2024)
Jenifer Kozlowski	Place 2	(March 2025)
Julie Burger	Place 3	(March 2024)
Vacant	Place 4	(March 2025)
Vacant	Place 5	(March 2025)
Vacant	Alternate	(March 2024)

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** the appointment of John Rodriguez to the Parks and Recreation Board, and the Keep New Fairview Beautiful Committee, to Place _____.

ATTACHMENT(S):

- 1. Application(s)
 - a. John Rodriguez