

**CITY OF FAIRFIELD
CITY COUNCIL MEETING
JULY 13, 2021**

THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS WILL CONVENE INTO A REGULAR SCHEDULED MEETING AT 6:00PM ON TUESDAY, JULY 13, 2021 IN THE FAIRFIELD ISD CAREER AND TECHNOLOGY EDUCATION COMPLEX, AT 960 E. COMMERCE ST, FAIRFIELD, TEXAS, 75840 IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT, CHAPTER 551 TEXAS. MEMBERS OF THE PUBLIC MAY PARTICIPATE BY JOINING AT (844) 854-2222 AND ENTER CODE 693979.

NOTICE: AT ANY TIME DURING THE CITY COUNCIL MEETING, THE CITY COUNCIL MAY ADJOURN INTO EXECUTIVE SESSION FOR ANY REASON LISTED ON THIS AGENDA PURSUANT TO ANY APPLICABLE SECTION OF THE TEXAS GOVERNMENT CODE, CONSULTATION WITH ATTORNEY – SECTION 551.071, REAL PROPERTY DELIBERATION – SECTION 551.072, DELIBERATION ON GIFTS – SECTION 551.073, PERSONNEL MATTERS – SECTION 551.074, DISCUSSION OF SECURITY MEASURES – SECTION 551.076 AND ECONOMIC DEVELOPMENT – SECTION 551.087.

H.B. NO.2840 – Section 551.001(3) (b) and (c). A governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. A governmental body may adopt reasonable rules regarding the public's right to address the body under this section, including rules that limit the total amount of time that a member of the public may address the body on a given item. CITIZENS WISHING TO SPEAK DURING CITIZEN COMMENTS OR ON A PARTICULAR AGENDA ITEM NEED TO NOTIFY THE CITY SECRETARY AT: (903) 389-2633 BY 9:00 A.M. MONDAY, JULY 12, 2021.

1. CALL TO ORDER; PRAYER AND PLEDGE
2. VISITORS AND CITIZENS FORUM: AT THIS TIME, ANY PERSON WITH BEFORE THE COUNCIL NOT SCHEDULED ON THE AGENDA MAY SPEAK TO THE COUNCIL. NO FORMAL ACTION CAN BE TAKEN ON THESE ITEMS AT THIS TIME.
3. DISCUSSION AND POSSIBLE ACTION TO APPROVE MINUTES FROM JUNE 8TH AND JUNE 22ND 2021
4. DISCUSSION AND POSSIBLE ACTION TO APPROVE BILL REGISTER AS OF JUNE 30, 2021.
5. MAYOR AND DEPARTMENT HEAD REPORTS
6. DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING THE CITY ADMINISTRATOR TO ISSUE REQUEST FOR PROPOSALS FOR APPLICATION AND PLAN WRITING SERVICES TO THE 2021 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PLANNING AND CAPACITY FUND.
7. DISCUSSION AND POSSIBLE ACTION ON ACCEPTING THE RESIGNATION OF POLICE OFFICER MARKEISHA COX.
8. DISCUSSION AND POSSIBLE ACTION ON A PROPOSAL FROM HAYTER ENGINEERING TO DESIGN AND SUPERVISE BIDDING AND CONSTRUCTION OF EXTENDING A 6" WATER LINE ON COUNTY ROAD 606 OR PHASE III OF THE CITY'S WATER LOOP PROJECT.
9. DISCUSSION AND POSSIBLE ACTION ON GRANTING AN EASEMENT TO ONCOR FOR THREE PHASE UTILITY WORK AT THE CITY PARK AND FAIRGROUNDS.
10. DISCUSSION AND POSSIBLE ACTION ON AN ORDINANCE PROVIDING FOR THE ISSUANCE OF THE CITY OF FAIRFIELD, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT.
11. ADJOURN

I CERTIFY THAT THE ABOVE NOTICE OF MEETING WAS POSTED BY JULY 10, 2021 At 6:00 P.M. ON THE WINDOW AT THE ADMINISTRATION AND UTILITY BILLING OFFICES LOCATED AT 425 W. COMMERCE ST, FAIRFIELD TEXAS, AND WILL REMAIN POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING SCHEDULED TIME OF THE MEETING, I FURTHER CERTIFY THAT THE FOLLOWING NEWS MEDIA AND WEBSITE HOSTING WAS PROPERLY NOTIFIED OF THIS MEETING AS STATED ABOVE: FAIRFIELD RECORDER AND FREESTONE COUNTY TIMES, FAIRFIELD, TX.


MISTY L. RICHARDSON, CITY SECRETARY

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS SHOULD BE MADE FORTY-EIGHT (48) HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (903)389-2633 FOR FURTHER INFORMATION

STATE OF TEXAS
CITY OF FAIRFIELD
COUNCIL MEETING

Date: June 8, 2021

Time: 6:00 p.m.

Adjourn: 8:33 p.m.

Council Members Present: Jeffrey Price, Randy Johnson, Mayor Kenny Hughes, Bobby Nichols, Stephen Daniel and Angela Olgesbee.

1. CALL TO ORDER; PRAYER AND PLEDGE

Mayor Kenney Hughes called meeting to order at 6:00 p.m. A quorum was declared present. Bobby Nichols gave the invocation. Randy Johnson led the pledge to the American flag. Jeffrey Price led the pledge to the Texas flag.

2. VISITORS AND CITIZENS FORUM: AT THIS TIME, ANY PERSON WITH BEFORE THE COUNCIL NOT SCHEDULED ON THE AGENDA MAY SPEAK TO THE COUNCIL. NO FORMAL ACTION CAN BE TAKEN ON THESE ITEMS AT THIS TIME.

Jes Stautzenberges, Chief Baggerly, Lisa Baggerly, Doris Sneed, Adnrew Weitner, Rob Ransom, Joe McCalman, Janice McCalman, Leonard Chavez Jr., Cecilia Gomez, Ashley Chavez, Scott Baggerly, Ray Zogg and Scott Isaacs spoke about the Fairfield Volunteer Fire Department. James Bonner spoke about drainage, animal control and alley maintenance. Tommy Glick spoke about a bid.

3. DISCUSSION AND POSSIBLE ACTION TO APPROVE MINUTES FROM MAY 11TH 2021

Randy Johnson made the motion to approve minutes from May 11th, 2021. Bobby Nichols seconded. All voted for.

4. DISCUSSION AND POSSIBLE ACTION TO APPROVE BILL REGISTER AS OF MAY 31, 2021.

Bobby Nichols made the motion to approve the bill register as of May 31, 2021. Angela Oglesbee seconded. Bobby Nichols and Angela Oglesbee voted for. Jeffrey Price, Randy Johnson and Stephen Daniels voted no.

5. MAYOR AND DEPARTMENT HEAD REPORTS

6. EXECUTIVE SESSION 7:00 p.m.

- CONSULTATION WITH ATTORNEY-SECTION 551.071
 - 1. FAIRFIELD VOLUNTEER FIRE DEPARTMENTS USE OF CITY PROPERTY IN THE COUNTY. REQUESTED BY RANDY JOHNSON
- PERSONNEL MATTERS- SECTION 551.074 - DELIBERATION THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES DISCIPLINE OR DISMISSAL OF PUBLIC OFFICER OR EMPLOYEE:
 - 1. SHANE REVES

7. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ON ITEM(S) DISCUSSED IN EXECUTIVE SESSION. 8:14 p.m.

- PERSONNEL MATTERS- SECTION 551.074 - DELIBERATION THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES DISCIPLINE OR DISMISSAL OF PUBLIC OFFICER OR EMPLOYEE:
- 1. SHANE REVES

Bobby Nichols made the motion to take no action on Personnel Matters – Section 551.074 – Deliberation the appointment, employment, evaluation, reassignment, duties discipline or dismissal of public officer or employee, Shane Reves. Stephen Daniels seconded. All voted for.

8. DISCUSSION AND POSSIBLE ACTION ON ACCEPTANCE OF THE CITY OF FAIRFIELD ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR END SEPTEMBER 30,2020.

Randy Johnson made the motion to approve the acceptance of the City of Fairfield Annual Financial report for fiscal year end September 30, 2020. Bobby Nichols seconded. All voted for.

9. DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING THE CITY ADMINISTRATOR TO ISSUE REQUEST FOR PROPOSALS FOR APPLICATION AND PLAN WRITING SERVICES TO THE 2021 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PLANNING AND CAPACITY BUILDING FUND.

Randy Johnson made the motion to table. Jeffrey Price seconded. All voted for.

10. DISCUSSION AND POSSIBLE ACTION ON RESOLUTION NO. 06-08-2021 HOME GRANT, A RESOLUTION ALLOWING FOR THE APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS HOME GRANT PROGRAM.

Bobby Nichols made the motion to approve Resolution No. 06-08-2021 Home Grant, A resolution allowing for the application to the Texas Department of Housing and Community Affairs Home Grant Program. Angela Oglesbee seconded. All voted for.

11. DISCUSSION AND POSSIBLE ACTION ON ACCEPTANCE OF THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION AUDIT FOR THE FISCAL YEAR END AS OF SEPTEMBER 30, 2021.

Nate Smith informed council the auditor for the Fairfield Economic Development Corporation would not be able to present the audit. Randy Johnson made the motion to table. Jeffrey Price seconded. All voted for.

12. DISCUSSION AND POSSIBLE ACTION ON ACCEPTING A PARTIAL RELEASE OF THE LAND USE AGREEMENT RECORDED IN VOLUME 1458, PAGE 139 TO ANTHONY PARTNERS, LLC, RELEASING TRACT 1A BEING 10.74 ACRES IN THE FAIRFIELD INDUSTRIAL PARK, PHASE II, RECORDED IN CABINET B, ENVELOPE 169 AND 170, PLAT RECORDS OF FREESTONE COUNTY, TEXAS.

Stephen Daniel made the motion to accept a partial release of the Land Use Agreement recorded in volume 1458, page 139 to Anthony Partners, LLC, releasing tract 1A being 10.74 acres in the Fairfield Industrial Park, Phase II, recorded in cabinet B, envelope 169 and 170, plat records of Freestone County, Texas. Jeff Price seconded. Jeff Price, Bobby Nichols, Stephen Daniel and Angela Oglesbee vote for. Randy Johnson abstained.

13. DISCUSSION AND POSSIBLE ACTION ON THE APPOINTMENT OF RANDY JOHNSON TO THE FAIRFIELD AREA ECONOMIC DEVELOPMENT CORPORATION BOARD.

Stephen Daniel made the motion to appoint Randy Johnson to the Type B Board of the Fairfield Economic Development. Angela Oglesbee seconded. Jeffrey Price, Bobby Nichols, Stephen Daniel and Angela Oglesbee voted for. Randy Johnson abstained.

14. DISCUSSION AND POSSIBLE ACTION ON RESOLUTION HAZARD PLAN, A RESOLUTION TO ADOPT THE FREESTONE COUNTY MULTI-JURISDICTION HAZARD MITIGATION ACTION PLAN.

Stephen Daniel made the motion to approve Resolution Hazard Plan, a resolution to adopt the Freestone County Multi-Jurisdiction Hazard Mitigation Action Plan. Bobby Nichols seconded. All voted for.

15. ADJOURN – 8:33 p.m.

Randy Johnson made the motion to adjourn. Jeffrey Price seconded. All voted for.

Mayor Kenneth D. Hughes

Attest:

Misty L. Richardson, TRMC
City Secretary

**State of Texas
City of Fairfield
Council Meeting**

Date: June 22, 2021

Time: 6:00 p.m.

Adjourn: 6:27 p.m.

Council Present: Jeffrey Price, Mayor Kenny Hughes, Bobby Nichols and Angela Oglesbee.

Council absent: Randy Johnson and Stephen Daniel. Due to technical difficulties councilman could not attend meeting by zoom but were conference in for consultation with attorney.

1. CALL TO ORDER; PRAYER AND PLEDGE

Mayor Kenney Hughes called meeting to order at 6:00 p.m. A quorum was declared present. Bobby Nichols gave the invocation. Angela Oglesbee led the pledge to the American flag. Jeffrey Price led the pledge to the Texas flag.

2. VISITORS AND CITIZENS FORUM: AT THIS TIME, ANY PERSON WITH BEFORE THE COUNCIL NOT SCHEDULED ON THE AGENDA MAY SPEAK TO THE COUNCIL. NO FORMAL ACTION CAN BE TAKEN ON THESE ITEMS AT THIS TIME.

None at this time.

3. EXECUTIVE SESSION- 6:03 p.m. Randy Johnson and Stephen Daniel joined by phone due to technical issues.

1. CONSULTATION WITH ATTORNEY- SECTION 551.071

A. DISCUSSION AND UPDATE REGARDING CITY OF TEAGUE V. CITY OF FAIRFIELD AND ITS MAYOR KENNETH D HUGHES, IN HIS OFFICIAL CAPACITY, CAUSE NO. CV 18334-1 AND; CITY OF TEAGUE V. CITY OF FAIRFIELD, CAUSE NO. 18-334-B.

4. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ON ITEM(S) DISCUSSED IN EXECUTIVE SESSION. - 6:22 p.m.

1. Consultation with Attorney – Section 551.071

A. Discussion and update regarding City of Teague V. City of Fairfield and its Mayor Kenneth D. Hughes, in his official capacity, Cause No. CV 18334-1 and; City of Teague V. City of Fairfield, Cause No. 18-8334-B
Bobby Nichols made the motion to take no action. Jeffrey Price seconded. Jeffrey Price, Bobby Nichols and Angela Oglesbee voted for. Randy Johnson and Stephen Daniel absent.

5. DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING THE CITY ADMINISTRATOR TO ISSUE REQUEST FOR PROPOSALS FOR APPLICATION AND PLAN WRITING SERVICES TO THE 2021 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PLANNING AND CAPACITY FUND.

Jeffrey Price made the motion remove item five from the agenda. Bobby Nichols seconded. Jeffrey Price, Bobby Nichols and Angela Oglesbee voted for. Randy Johnson and Stephen Daniel absent.

6. DISCUSSION AND POSSIBLE ACTION ON A PURCHASE REQUEST TO PURCHASE EQUIPMENT TO REPAIR PART OF THE UV DISINFECTION EQUIPMENT AT MIMS CREEK WASTEWATER PLANT.

Angela Oglesbee made the motion to approve purchase request to repair part of the UV disinfection equipment at Mims Creek Wastewater Plant. Bobby Nichols seconded. Jeffrey Price, Bobby Nichols and Angela Oglesbee voted for. Randy Johnson and Stephen Daniel absent.

7. DISCUSSION AND POSSIBLE ACTION ON A PROPOSAL FROM HAYTER ENGINEERING TO DESIGN AND SUPERVISE BIDDING AND CONSTRUCTION OF EXTENDING A 6" WATER LINE ON COUNTY ROAD 606 OR PHASE III OF THE CITY'S WATER LOOP PROJECT.

Bobby Nichols made the motion to remove item seven from the agenda. Jeffrey Price seconded. Jeffrey Price, Bobby Nichols and Angela Oglesbee voted for. Randy Johnson and Stephen Daniel absent.

8. ADJOURN- 6:27 p.m.

Angela Oglesbee made the motion to adjourn. Jeffrey Price seconded. Jeffrey Price, Bobby Nichols and Angela Oglesbee voted for. Randy Johnson and Stephen Daniel absent.

Mayor Kenneth D. Hughes

Attest:

Misty L Richardson, TRMC
City Secretary

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	OTHER INSURANCE	290.18
			OTHER INSURANCE	290.18
			OTHER INSURANCE	169.48
			OTHER INSURANCE	169.48
				123.69
		TX CHILD SUPPORT SDU -		123.69
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSIT	3,110.48
			FED WITHHOLDING TAX DEPOSIT	3,229.32
			FICA PAYROLL TAX DEPOSIT	2,672.75
			FICA PAYROLL TAX DEPOSIT	2,781.74
			MEDICARE TAX DEPOSIT	625.08
			MEDICARE TAX DEPOSIT	650.57
		HARTFORD LIFE INSURANCE COMPANY	457 RETIREMENT PLAN	160.00
			457 RETIREMENT PLAN	160.00
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	111.78
			MED DEPENDENT CHILD	111.78
			DEPENDENT DENTAL	109.74
			DEPENDENT DENTAL	109.58
			DEPENDENT FAMILY MEDICAL	1,319.35
			DEPENDENT FAMILY MEDICAL	1,315.77
			DEPENDENT LIFE	1.60
			DEPENDENT LIFE	1.60
			DEPENDENT SPOUSE MEDICAL	404.00
			DEPENDENT SPOUSE MEDICAL	404.00
			LIFE INSURANCE	17.52
			LIFE INSURANCE	17.52
			FLEX SPENDING	679.50
			FLEX SPENDING	677.42
			VISION - DEPENDENT	117.51
			VISION - DEPENDENT	117.27
			VISION - EMPLOYEE	127.48
			VISION - EMPLOYEE	127.38
		TMRS	TMRS-PAYROLL	3,171.24
			TMRS-PAYROLL	3,281.49
		TX CHILD SUPPORT		145.38
				145.38
		TX CHILDSUPPORT-		198.00
				198.00
			TOTAL:	27,466.93
ADMINISTRATIVE	GENERAL FUND	FAIRFIELD 84 INVESTMENTS, LLC	6.2021 425 W COMMERCE	1,200.00
			EIGHT20 CONSULTING	1,500.00
		AIR QUALITY ASSOCIATES, INC.	GB ASBESTOS ABATEMENT	41,110.00
			6.2021 AMBULANCE PREMIUMS	238.50
		FAIRFIELD AMBULANCE SERVICE INC. (EMS)	6.2021 SALES TAX	40,796.57
			NOTARY STAMP	19.98
		FAIRFIELD ECONOMIC DEVELOPMENT CORP.	WINDOW ENVELOPES	146.80
			INK RETURN	66.19-
		FLATT STATIONERS, INC.	INK	66.19
			OFFICE SUPPLIES	47.51
			OFFICE SUPPLIES	8.87
			RETURN WRONG INK	89.22-
			OPAL INK	94.74
			RECYCLE AND RFP NOTICE	104.00
		FREESTONE COUNTY TIMES	THIRD QUARTER PAYMENT	8,171.92
			RECEPTACLE FOR PRINTER	4.59
		FREESTONE CENTRAL APPRAIS		
		ACE HARDWARE & LUMBER COMPANY		

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			CITY HALL REPAIRS	9.99
			CITY HALL REPAIRS	22.46
		TYLER TECHNOLOGIES	INCODE FINANCIALS ANNUAL F	644.78
		L & M TROPHIES	PLAQUE FOR ROBERSON'S	135.00
		AT&T MOBILITY	ADMIN AND PUBLIC WORKS PHO	137.61
		ABC CLIMATE CONTROL STORAGE	UNITS 504,523,510,519	625.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	327.70
			FICA PAYROLL TAX DEPOSIT	338.39
			MEDICARE TAX DEPOSIT	76.64
			MEDICARE TAX DEPOSIT	79.15
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	86.95
			MED DEPENDENT CHILD	86.95
			DEPENDENT DENTAL	49.62
			DEPENDENT DENTAL	49.23
			DEPENDENT FAMILY MEDICAL	847.70
			DEPENDENT FAMILY MEDICAL	839.34
			HEALTH/LIFE INSURANCE-EMPL	784.45
			HEALTH/LIFE INSURANCE-EMPL	778.32
			EMPLOYEE DENTAL ONLY	45.17
			EMPLOYEE DENTAL ONLY	44.82
			HEALTH/LIFE INSURANCE-EMPL	2.81
			HEALTH/LIFE INSURANCE-EMPL	2.79
			FLEX SPENDING	3.52
			FLEX SPENDING	3.48
		TMRS	TMRS-PAYROLL	421.37
			TMRS-PAYROLL	418.07
		TXU ENERGY	5.21 USAGE	513.57
			5.21 USAGE	176.84
			5.21 USAGE	76.54
			GUARD LIGHT	77.69
		AIR EVAC	AIR EVAC PREMIUMS	297.00
		CALL 4 COMPUTERS	CITY SECRETARY PRINTER	432.50
			I PAD ERIN	225.00
			FULL BACK UP OF SERVER	225.00
		NORTHLAND CABLE	839 E COMMERCE PD	968.38
		ABC STORAGE	UNITS 48,150,149	186.66
		DATAMAX	6.2021 PRINTING	206.87
		**PAYROLL EXPENSES	6/01/2021 - 6/30/2021	11,886.13
			TOTAL:	115,487.75
EMERGENCY MANAGEMENT	GENERAL FUND	ZUBRAS ELECTRIC, INC.	RTU CHIMING	949.89
			TOTAL:	949.89
AMBULANCE/EMS	GENERAL FUND	FAIRFIELD AMBULANCE SERVICE INC. (EMS)	6.2021 2020/2021 BUDGET	12,500.00
			TOTAL:	12,500.00
CONFERENCE/CIVIC CENTE	GENERAL FUND	NORTHLAND CABLE	839.E COMMERCE .	199.98
			NORTHLAND CABLE	99.99
			TOTAL:	299.97
FIRE DEPARTMENT	GENERAL FUND	FAIRFIELD VOL. FIRE DEPT.	CUSTOM NAME PLATE	120.15
			NYLON TUBULAR WEBBING	115.00
			NRS DUFFEL BAG	109.90
		LYLE OIL CO.	VFD FUEL 6.21	307.36
			VFD FUEL	285.66
		TXU ENERGY	5.21 USAGE	335.73

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			TOTAL:	1,273.80
JUDICIAL	GENERAL FUND	FAIRFIELD MUNICIPAL SECURITY FUND	6.2021 SECURITY FUND FEE	58.80
		McCREARY, VESELKA, BRAGG, & ALLEN	COLLECTION FEES FOR 5.2021	1,714.00
		RAMSEY LAW	ATTORNEY FEE FOR CODE INFO	1,300.00
		FLATT STATIONERS, INC.	OPAL AND DONNA INK	41.84
			OPAL AND DONNA INK	42.73
		FAIRFIELD MUNICIPAL COURT TECH FUND	6.2021 COURT TECH FEES	59.50
		OMNI BASE SERVICES OF TEXAS	2ND QUARTER FAILURE TO APP	228.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	125.04
			FICA PAYROLL TAX DEPOSIT	125.04
			MEDICARE TAX DEPOSIT	29.25
			MEDICARE TAX DEPOSIT	29.25
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	20.67
			DEPENDENT DENTAL	20.67
			DEPENDENT SPOUSE MEDICAL	235.66
			DEPENDENT SPOUSE MEDICAL	235.66
			HEALTH/LIFE INSURANCE-EMPL	653.70
			HEALTH/LIFE INSURANCE-EMPL	653.70
			EMPLOYEE DENTAL ONLY	37.64
			EMPLOYEE DENTAL ONLY	37.64
			HEALTH/LIFE INSURANCE-EMPL	1.17
			HEALTH/LIFE INSURANCE-EMPL	1.17
		TMRS	TMRS-PAYROLL	165.68
			TMRS-PAYROLL	165.68
		**PAYROLL EXPENSES	6/01/2021 - 6/30/2021	4,360.00
			TOTAL:	10,342.49
LIBRARY	GENERAL FUND	FAIRFIELD LIBRARY ASSOCIA	6.2021 LIBRARY CONTRACT	1,000.00
			TOTAL:	1,000.00
PARKS & RECREATION	GENERAL FUND	BAYLESS AUTO SUPPLY	BLADES FOR TORO	65.97
		SHERRY BRACKENS	DOGAN ALUMNI DEPOSIT RETUR	300.00
		CONSTRUCTION RENT-A-FENCE, INC.	6' TEMP PD FENCE	1,622.50
		PROFESSIONAL TURF PRODUCTS	ZERO TURN MOWERS	9,364.05
		CAPPS TRUE VALUE HARDWARE	PARK WATER LINES	69.12
			RODEO ARENA CONS SINK	9.19
			WALKING TRAIL LIGHTS	5.16
			WALKING TRAIL LIGHTS	2.62
			RODEO BLEACHERS	142.38
			RODEO LIGHTS	2.28
			CATTLE BARN WEST SIDE	162.49
			PARKS CATTLE BARN	11.07
			PARK HOG PENS	16.94
			PARKS HOG PENS	9.39
			RODEO CONS KEYS	9.95
		J & H ELECTRIC	BAD LIFT PUMP, PARK	2,919.00
		ACE HARDWARE & LUMBER COMPANY	PARTS CATTLE BARN, IKE CAR	168.11
			PARK WATER LINES	81.98
			RV SECURITY LIGHTS	85.14
			RODEO ARENA LIGHTS	82.21
			PARK HOG PENS	164.11
			FUNNEL FOR MAN LIFT DIESEL	3.39
		LYLE OIL CO.	6.21 FUEL	927.01
		FAIRFIELD TRACTOR	GRAVELY MOWER	40.19
		AT&T MOBILITY	ADMIN AND PUBLIC WORKS PHO	45.87

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	169.98
			FICA PAYROLL TAX DEPOSIT	185.60
			MEDICARE TAX DEPOSIT	39.76
			MEDICARE TAX DEPOSIT	43.40
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	653.70
			HEALTH/LIFE INSURANCE-EMPL	653.70
			EMPLOYEE DENTAL ONLY	37.64
			EMPLOYEE DENTAL ONLY	37.64
			HEALTH/LIFE INSURANCE-EMPL	2.34
			HEALTH/LIFE INSURANCE-EMPL	2.34
		TMRS	TMRS-PAYROLL	208.36
			TMRS-PAYROLL	227.50
		TXU ENERGY	5.21 USAGE	1,992.45
			5.21 USAGE	13.33
		WHOLESALE ELECTRIC SUPPLY	ELECTRONIC TIMER	158.00
		DAPPER DISIGNS	HATS	604.36
		**PAYROLL EXPENSES	6/01/2021 - 6/30/2021	5,735.00
			TOTAL:	27,075.22
POLICE DEPARTMENT	GENERAL FUND	J & H ELECTRIC	PD	1,737.50
		GT DISBRIBUTORS, INC.	BADGE, ARMOR CARRIER	210.00
		LYLE OIL CO.	6.21 FUEL	2,118.90
		PARKER AUTO SUPPLY	LIGHT	5.97
			#2 ALBERTS UNIT	122.59
		AT&T MOBILITY	PD CELL PHONES	603.01
		MG AUTOMOTIVE	UNIT 09	426.76
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	1,458.91
			FICA PAYROLL TAX DEPOSIT	1,564.30
			MEDICARE TAX DEPOSIT	341.20
			MEDICARE TAX DEPOSIT	365.86
		TALLEY CHEMICAL & SUPPLY	TP, PAPER TOWEL, TRASHBAGS	172.49
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	173.89
			MED DEPENDENT CHILD	173.89
			DEPENDENT DENTAL	124.02
			DEPENDENT DENTAL	124.02
			DEPENDENT FAMILY MEDICAL	892.32
			DEPENDENT FAMILY MEDICAL	892.32
			DEPENDENT SPOUSE MEDICAL	706.98
			DEPENDENT SPOUSE MEDICAL	706.98
			HEALTH/LIFE INSURANCE-EMPL	4,575.90
			HEALTH/LIFE INSURANCE-EMPL	4,575.90
			EMPLOYEE DENTAL ONLY	263.48
			EMPLOYEE DENTAL ONLY	263.48
			HEALTH/LIFE INSURANCE-EMPL	16.38
			HEALTH/LIFE INSURANCE-EMPL	16.38
			FLEX SPENDING	9.25
			FLEX SPENDING	9.25
		TMRS	TMRS-PAYROLL	1,892.07
			TMRS-PAYROLL	2,021.27
		FAIRFIELD PAINT & BODY	UNIT 2	129.77
			UNIT 11	91.96
			UNIT 2 FUEL INJECTOR	89.29
		CALL 4 COMPUTERS	CITY SECRETARY PRINTER	1,170.00
			SETUP EFORCE PRICE SET UP	225.00
		WORTHAM AIR CONDITIONING	PD AC	120.00
		HAROLD MARKHAM	REIMBURSEMENT OF BOOTS	173.13

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		O'REILLY AUTO PARTS	UNIT 7	46.42
		NELSON PROPANE GAS INC	PD TANK INSTALLATION	572.39
		GALLS, LLC	UNIFORM	90.00
		DAPPER DISIGNS	POLO AND EMBROIDERY	99.98
		DATAMAX	PRINTING PD	80.74
		**PAYROLL EXPENSES	6/01/2021 - 6/30/2021	51,491.18
			TOTAL:	80,945.13
STREETS AND DRAINAGE	GENERAL FUND	SANDYLAND EQUIPMENT	WHITE TRACTOR REPAIRS	1,925.65
			NEW ALTERNATOR WHITE TRACT	693.00
		BARCO	BARRICADES	2,447.42
		CAPPS TRUE VALUE HARDWARE	WEED EATER STRING	20.19
		EDDIE'S AUTOBODY & TIRE	147 TIRE	149.98
		LYLE OIL CO.	STAGE TIRE	10.00
			2.2 GALLONS	6.20
			TRAILER TIRES	276.00
			6.21 FUEL	1,059.45
		PARKER AUTO SUPPLY	WHITE MONSTER BATTERY	168.59
			#147	11.02
			FOR FORD DUMP TRUCK	245.18
			#136 RED TRUCK	122.59
			FOR 134 AND CHIPPER	59.72
			FOR CHIPPER	11.49
		MEXIA PUMP AND MOTOR	MOSQUITO FOGGER FUEL PUMP	34.95
		AT&T MOBILITY	ADMIN AND PUBLIC WORKS PHO	45.87
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	367.80
			FICA PAYROLL TAX DEPOSIT	345.09
			MEDICARE TAX DEPOSIT	86.02
			MEDICARE TAX DEPOSIT	80.70
		RED HAT RENTALS	SILT FENCE FOR CITY HALL	264.00
			CITY HALL FENCE T-POST	62.00-
			CHAINSAW REPAIR	32.50
			CHAINS FOR POLE SAW	39.98
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	41.34
			DEPENDENT DENTAL	41.34
			DEPENDENT FAMILY MEDICAL	892.32
			DEPENDENT FAMILY MEDICAL	892.32
			HEALTH/LIFE INSURANCE-EMPL	1,307.40
			HEALTH/LIFE INSURANCE-EMPL	1,307.40
			EMPLOYEE DENTAL ONLY	75.28
			EMPLOYEE DENTAL ONLY	75.28
			HEALTH/LIFE INSURANCE-EMPL	4.68
			HEALTH/LIFE INSURANCE-EMPL	4.68
		TMRS	TMRS-PAYROLL	449.11
			TMRS-PAYROLL	423.73
		TXU ENERGY	5.21 USAGE	3,189.41
		ASCO	SUPER N BACKHOE	35.50
		KNIFE RIVER CORPORATION - SOUTH	COLD PATCH	3,454.82
		O'REILLY AUTO PARTS	#146	34.99
		DAPPER DISIGNS	HATS	604.37
		JESS ADKINS, DVM	6.2021 ANIMAL CONTROL	2,000.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	6/01/2021 - 6/30/2021	12,298.58
			TOTAL:	35,573.94
COMMUNITY DEVELOPMENT	GENERAL FUND	RED HAT RENTALS	HELMET SYSTEM	65.99
			TOTAL:	65.99
FEDC	GENERAL FUND	COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	223.31
			FICA PAYROLL TAX DEPOSIT	223.31
			MEDICARE TAX DEPOSIT	52.23
			MEDICARE TAX DEPOSIT	52.23
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	20.67
			DEPENDENT DENTAL	20.67
			DEPENDENT FAMILY MEDICAL	446.16
			DEPENDENT FAMILY MEDICAL	446.16
			HEALTH/LIFE INSURANCE-EMPL	653.70
			HEALTH/LIFE INSURANCE-EMPL	653.70
			EMPLOYEE DENTAL ONLY	37.64
			EMPLOYEE DENTAL ONLY	37.64
			HEALTH/LIFE INSURANCE-EMPL	2.34
			HEALTH/LIFE INSURANCE-EMPL	2.34
			FLEX SPENDING	3.70
			FLEX SPENDING	3.70
		TMRS	TMRS-PAYROLL	306.51
			TMRS-PAYROLL	306.51
		**PAYROLL EXPENSES	6/01/2021 - 6/30/2021	8,065.98
			TOTAL:	11,558.50
NON-DEPARTMENTAL	ENTERPRISE	AFLAC	OTHER INSURANCE	49.91
			OTHER INSURANCE	50.85
			OTHER INSURANCE	32.40
			OTHER INSURANCE	32.40
		TX CHILD SUPPORT SDU		174.63
				174.63
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSIT	980.51
			FED WITHHOLDING TAX DEPOSIT	942.51
			FICA PAYROLL TAX DEPOSIT	771.11
			FICA PAYROLL TAX DEPOSIT	749.86
			MEDICARE TAX DEPOSIT	180.36
			MEDICARE TAX DEPOSIT	175.38
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	186.30
			MED DEPENDENT CHILD	186.30
			DEPENDENT DENTAL	40.05
			DEPENDENT DENTAL	40.35
			DEPENDENT FAMILY MEDICAL	9.56
			DEPENDENT FAMILY MEDICAL	11.35
			DEPENDENT LIFE	1.58
			DEPENDENT LIFE	1.60
			DEPENDENT SPOUSE MEDICAL	199.47
			DEPENDENT SPOUSE MEDICAL	202.00
			LIFE INSURANCE	11.95
			LIFE INSURANCE	12.26
			FLEX SPENDING	111.67
			FLEX SPENDING	115.47
			VISION - DEPENDENT	56.56
			VISION - DEPENDENT	56.99
			VISION - EMPLOYEE	40.79

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TMRS	VISION - EMPLOYEE	41.00
			TMRS-PAYROLL	869.52
			TMRS-PAYROLL	844.79
			TOTAL:	7,354.11
SANITATION	ENTERPRISE	COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	16.28
			FICA PAYROLL TAX DEPOSIT	7.44
			MEDICARE TAX DEPOSIT	3.80
			MEDICARE TAX DEPOSIT	1.74
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	57.78
			HEALTH/LIFE INSURANCE-EMPL	32.69
			EMPLOYEE DENTAL ONLY	3.33
			EMPLOYEE DENTAL ONLY	1.88
			HEALTH/LIFE INSURANCE-EMPL	0.21
			HEALTH/LIFE INSURANCE-EMPL	0.12
		TMRS	TMRS-PAYROLL	19.95
			TMRS-PAYROLL	9.12
		WASTE CONNECTIONS LONE STAR, INC	6.2021 RESIDENTIAL TOTERS	14,323.80
			6.2021 CITY DUMP	3,333.76
			6.2021 COMMERCIAL TOTERS	2,491.00
		**PAYROLL EXPENSES	6/01/2021 - 6/30/2021	382.50
			TOTAL:	20,685.40
WATER OPERATIONS	ENTERPRISE	BADGER METER	CELL SERVICE FOR WATER MET	1,972.24
		PROFESSIONAL TURF PRODUCTS	ZERO TURN MOWERS	9,364.05
		DUNHAM ENGINEERING	WATER TANK INSPECTIONS	8,250.00
		FLATT STATIONERS, INC.	OFFICE SUPPLIES	97.44
		J & H ELECTRIC	CITY BARN BOOSTER PUMP	903.45
		ACE HARDWARE & LUMBER COMPANY	SUPPLIES	32.86
			WINDOW AC	919.98
			PIPE	20.98
		TYLER TECHNOLOGIES	2ND QUARTER TRANS FEES	2,166.25
		JOHNSON LAB & SUPPLY	STOCK	5,439.60
			STOCK, SHOVEL	127.50
			STOCK, SHOVEL	210.04
		LONESTAR MAINTENANCE & SE	CLZ GAS	852.81
			FF CLZ BOTTLE RENT	133.00
		LYLE OIL CO.	#141	25.00
			6.21 FUEL	993.23
		ADMIN AND PUBLIC WORKS PHO	ADMIN AND PUBLIC WORKS PHO	91.74
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	239.20
			FICA PAYROLL TAX DEPOSIT	220.80
			MEDICARE TAX DEPOSIT	55.96
			MEDICARE TAX DEPOSIT	51.65
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	86.95
			MED DEPENDENT CHILD	86.95
			DEPENDENT DENTAL	21.98
			DEPENDENT DENTAL	18.09
			DEPENDENT FAMILY MEDICAL	11.15
			DEPENDENT FAMILY MEDICAL	11.15
			DEPENDENT SPOUSE MEDICAL	126.67
			DEPENDENT SPOUSE MEDICAL	82.48
			HEALTH/LIFE INSURANCE-EMPL	925.00
			HEALTH/LIFE INSURANCE-EMPL	900.13
			EMPLOYEE DENTAL ONLY	53.27
			EMPLOYEE DENTAL ONLY	51.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HEALTH/LIFE INSURANCE-EMPL	3.32
			HEALTH/LIFE INSURANCE-EMPL	3.23
			FLEX SPENDING	0.12
			FLEX SPENDING	0.05
		ATMOS ENERGY	300 LOVE ST	144.49
		TMRS	TMRS-PAYROLL	302.80
			TMRS-PAYROLL	278.22
		TXU ENERGY	5.21 USAGE	4,841.80
		CLARKE MOSQUITO CONTROL PRODUCTS	MOSQUITO FOG	2,970.00
		WHOLESALE ELECTRIC SUPPLY	REPAIRS TO BOOSTER PUMP	187.63
		NORTHLAND CABLE	300 LOVE ST 6.2021	99.99
			WATSON WELL 6.2021	99.99
		USABBLUEBOOK	SUPPLIES	514.92
			SAFETY VESTS	73.68
			SAFETY VESTS	14.40
			GLOVES	94.70
			GLOVES, SAFETY GLASSES	296.90
			SAFETY GLASSES	160.86
			HYDRATION MIX	138.85
		DAPPER DISIGNS	HATS	604.37
		**PAYROLL EXPENSES	6/01/2021 - 6/30/2021	7,645.09
			TOTAL:	53,018.85
WASTEWATER OPERATIONS	ENTERPRISE	CERTIFIED LABORATORIES	RED HOT	2,242.20
		FAIRFIELD FARM & RANCH	SEWER REPAIR MCDONALD ST	11.00
		J & H ELECTRIC	WALNUT CREEK MAIN BREAKER	729.75
			BAD LIFT PUMP, PARK	173.75
		ACE HARDWARE & LUMBER COMPANY	HOSES	15.98
			SUPPLIES	34.17
			SUPPLIES	57.96
			LAB SUPPLIES	9.56
			CLAMPS	36.56
			HOSE, TRIM LINE	77.98
			HOSE AND FUNNEL	71.98
			FLY TRAPS	10.98
			LAB SUPPLIES	9.56
		JOHNSON LAB & SUPPLY	STOCK	276.71
		CLEARWATER ASSOCIATES LLC	CLEARWATER FORMULA	3,051.40
		LYLE OIL CO.	6.21 FUEL	993.26
		PARKER AUTO SUPPLY	#131	11.02
		AT&T MOBILITY	ADMIN AND PUBLIC WORKS PHO	137.61
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	515.62
			FICA PAYROLL TAX DEPOSIT	521.61
			MEDICARE TAX DEPOSIT	120.58
			MEDICARE TAX DEPOSIT	121.98
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	347.77
			MED DEPENDENT CHILD	347.77
			DEPENDENT DENTAL	71.56
			DEPENDENT DENTAL	76.15
			DEPENDENT FAMILY MEDICAL	11.15
			DEPENDENT FAMILY MEDICAL	15.34
			DEPENDENT SPOUSE MEDICAL	338.76
			DEPENDENT SPOUSE MEDICAL	388.84
			HEALTH/LIFE INSURANCE-EMPL	1,803.61
			HEALTH/LIFE INSURANCE-EMPL	1,864.81
			EMPLOYEE DENTAL ONLY	103.84

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			EMPLOYEE DENTAL ONLY	107.37
			HEALTH/LIFE INSURANCE-EMPL	5.27
			HEALTH/LIFE INSURANCE-EMPL	5.49
			FLEX SPENDING	1.78
			FLEX SPENDING	1.91
		TMRS	TMRS-PAYROLL	621.29
			TMRS-PAYROLL	629.86
		TXU ENERGY	5.21 USAGE	7,748.71
			5.21 USAGE	111.20
			5.21 USAGE	41.29
			5.21 USAGE	10.95
			5.21 USAGE	1,019.00
			5.21 USAGE	87.31
			5.21 USAGE	37.98
		WHOLESALE ELECTRIC SUPPLY	REPAIRS TO WALNUT CREEK	3,172.93
			WALNUT CREEK REPAIRS	776.00
			REPAIRS TO MIMS CREEK	587.27
			REPAIRS TO THOUSAND OAKS	516.00
		L & T WATERWORKS LLC	WATER BILL MIMS CREEK	510.80
		WASTE CONNECTIONS LONE STAR, INC	6.2021 MIMS SLUDGE	1,018.88
		USABLUBOOK	SAFETY VESTS	24.00
		DAPPER DISIGNS	HATS	604.37
		**PAYROLL EXPENSES	6/01/2021 - 6/30/2021	17,734.83
			TOTAL:	49,975.31
NON-DEPARTMENTAL	TDCJ	AFLAC	OTHER INSURANCE	0.94
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSIT	274.78
			FED WITHHOLDING TAX DEPOSIT	278.05
			FICA PAYROLL TAX DEPOSIT	223.66
			FICA PAYROLL TAX DEPOSIT	225.25
			MEDICARE TAX DEPOSIT	52.32
			MEDICARE TAX DEPOSIT	52.69
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	0.66
			DEPENDENT DENTAL	0.52
			DEPENDENT FAMILY MEDICAL	9.56
			DEPENDENT FAMILY MEDICAL	11.35
			DEPENDENT LIFE	0.02
			DEPENDENT SPOUSE MEDICAL	2.53
			LIFE INSURANCE	0.31
			FLEX SPENDING	6.77
			FLEX SPENDING	5.05
			VISION - DEPENDENT	0.93
			VISION - DEPENDENT	0.74
			VISION - EMPLOYEE	6.73
			VISION - EMPLOYEE	6.62
		TMRS	TMRS-PAYROLL	253.99
			TMRS-PAYROLL	255.51
			TOTAL:	1,668.98
OPERATIONS & MAINTENAN	TDCJ	THE AL LAW GROUP	UTILITY ATTORNEY FEES	312.50
		PROFESSIONAL TURF PRODUCTS	ZERO TURN MOWERS	9,364.05
		ACE HARDWARE & LUMBER COMPANY	WEED EATER, AIR MANIFOLD	138.93
			WEED EATER, AIR MANIFOLD	199.99
			SUPPLIES	56.14
		CLEARWATER ASSOCIATES LLC	CLEARWATER FORMULA	141.07
		LONESTAR MAINTENANCE & SE	CLZ GAS	710.68

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LYLE OIL CO.	TDCJ CLZ BOTTLE RENT	140.00
		MISSION COMMUNICATIONS LLC	6.21 FUEL	529.72
			MISSION COMMUNICATION BOAR	324.00
			TDCJ WTP	260.00
		SMALL ENGINE SALES & SERVICE	GENERATOR REPAIRS	1,857.44
		AT&T MOBILITY	ADMIN AND PUBLIC WORKS PHO	45.98
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	223.68
			FICA PAYROLL TAX DEPOSIT	225.27
			MEDICARE TAX DEPOSIT	52.32
			MEDICARE TAX DEPOSIT	52.68
		WHECO ELECTRIC, INC.	EMERGENCY SERVICE SCADA	5,837.24
		DRIVES & CONTROLS SERVICES, INC.	REPAIRS TO WELL 3	892.61
		JACKSON'S TRUE VALUE	FERROS BLADES AND PARTS	71.86
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	1.53
			DEPENDENT DENTAL	1.22
			DEPENDENT FAMILY MEDICAL	22.32
			DEPENDENT FAMILY MEDICAL	26.49
			DEPENDENT SPOUSE MEDICAL	5.89
			HEALTH/LIFE INSURANCE-EMPL	678.21
			HEALTH/LIFE INSURANCE-EMPL	673.10
			EMPLOYEE DENTAL ONLY	39.05
			EMPLOYEE DENTAL ONLY	38.75
			HEALTH/LIFE INSURANCE-EMPL	2.43
			HEALTH/LIFE INSURANCE-EMPL	2.41
			FLEX SPENDING	0.13
			FLEX SPENDING	0.11
		TMRS	TMRS-PAYROLL	275.76
			TMRS-PAYROLL	277.40
		TXU ENERGY	5.21 USAGE	4,308.32
		WHOLESALE ELECTRIC SUPPLY	FUSES FOR BAR SCREEN	340.00
		WARD SIGN CO.	SIGNS FOR TDCJ	240.00
		WASTE CONNECTIONS LONE STAR, INC	6.2021 TDCJ SLUDGE	509.44
		DAPPER DISIGNS	HATS	604.37
		**PAYROLL EXPENSES	6/01/2021 - 6/30/2021	7,278.56
			TOTAL:	36,761.65
NON-DEPARTMENTAL	HOTEL/MOTEL FUND	COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSI	90.95
			FED WITHHOLDING TAX DEPOSI	90.95
			FICA PAYROLL TAX DEPOSIT	90.31
			FICA PAYROLL TAX DEPOSIT	90.31
			MEDICARE TAX DEPOSIT	21.12
			MEDICARE TAX DEPOSIT	21.12
		TML EMPLOYEE BENEFITS POOL	VISION - EMPLOYEE	6.25
			VISION - EMPLOYEE	6.25
		TMRS	TMRS-PAYROLL	101.96
			TMRS-PAYROLL	101.96
			TOTAL:	621.18
HOTEL/MOTEL FUND	HOTEL/MOTEL FUND	DAYS INN	LONG STAR LOGO FEES	2,100.00
		REGENCY INN	LONESTAR LOGOS FEES	1,445.59
		BUDGET INN	LONE STAR LOGO FEES	1,800.00
		TALLULAH REY	PEACH FESTIVAL SHIRTS 2021	267.75
		H&H ECO- BLASTING	CONCESSION STAND	500.00
			RODEO ARENA FINAL	11,250.00
			TRAVEL EXPENSES FOR RODEO	1,350.00
		FAIRFIELD CHAMBER OF COMMERCE	6.2021 PER CONTRACT	5,000.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		FREESTONE CTY HISTORICAL MUSEUM	FREESTONE CTY HISTORICAL M	1,250.00
		TEXAS DEPT OF STATE HEALTH SERVICES	NOTIFICATION FEE OF ABATEM	57.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	90.31
			FICA PAYROLL TAX DEPOSIT	90.31
			MEDICARE TAX DEPOSIT	21.12
			MEDICARE TAX DEPOSIT	21.12
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	326.85
			HEALTH/LIFE INSURANCE-EMPL	326.85
			EMPLOYEE DENTAL ONLY	18.82
			EMPLOYEE DENTAL ONLY	18.82
			HEALTH/LIFE INSURANCE-EMPL	1.17
			HEALTH/LIFE INSURANCE-EMPL	1.17
		TMRS	TMRS-PAYROLL	110.70
			TMRS-PAYROLL	110.70
		B3 ENTERTAINMENT PRODUCTIONS, INC.	BALLOON ARTIST FOR PEACH F	500.00
		WARD SIGN CO.	CORRUGATED SIGNS LIL DRIBB	1,000.00
		SUPER 8 MOTEL	LONESTAR LOGO FEES	2,100.00
		**PAYROLL EXPENSES	6/01/2021 - 6/30/2021	2,963.28
			TOTAL:	32,721.56
NON-DEPARTMENTAL	WESTWOOD WATER	COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSI	105.90
			FED WITHHOLDING TAX DEPOSI	105.90
			FICA PAYROLL TAX DEPOSIT	99.56
			FICA PAYROLL TAX DEPOSIT	99.56
			MEDICARE TAX DEPOSIT	23.29
			MEDICARE TAX DEPOSIT	23.29
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	8.85
			DEPENDENT DENTAL	8.85
			DEPENDENT FAMILY MEDICAL	191.21
			DEPENDENT FAMILY MEDICAL	191.21
			LIFE INSURANCE	2.41
			LIFE INSURANCE	2.41
			VISION - DEPENDENT	12.50
			VISION - DEPENDENT	12.50
			VISION - EMPLOYEE	6.25
			VISION - EMPLOYEE	6.25
		TMRS	TMRS-PAYROLL	126.58
			TMRS-PAYROLL	126.58
			TOTAL:	1,153.10
WATER OPERATIONS	WESTWOOD WATER	ACE HARDWARE & LUMBER COMPANY	SUPPLIES	27.96
		LONESTAR MAINTENANCE & SE	CLZ BOTTLE RENT	49.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	99.56
			FICA PAYROLL TAX DEPOSIT	99.56
			MEDICARE TAX DEPOSIT	23.29
			MEDICARE TAX DEPOSIT	23.29
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	20.67
			DEPENDENT DENTAL	20.67
			DEPENDENT FAMILY MEDICAL	446.16
			DEPENDENT FAMILY MEDICAL	446.16
			HEALTH/LIFE INSURANCE-EMPL	326.85
			HEALTH/LIFE INSURANCE-EMPL	326.85
			EMPLOYEE DENTAL ONLY	18.82
			EMPLOYEE DENTAL ONLY	18.82
			HEALTH/LIFE INSURANCE-EMPL	1.17
			HEALTH/LIFE INSURANCE-EMPL	1.17

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TMRS	TMRS-PAYROLL	137.43
			TMRS-PAYROLL	137.43
		TXU ENERGY	5.21 USAGE	8.13
		PALESTINE DRILLING & SERVICES LLC	REPARIS TO SUSIE WELL	11,475.54
		NAVARRO COUNTY ELECTRIC COOPERATIVE, I	FCR 1171 WW	1,043.47
		**PAYROLL EXPENSES	6/01/2021 - 6/30/2021	3,616.68
			TOTAL:	18,368.68

===== FUND TOTALS =====		
01	GENERAL FUND	324,539.61
02	ENTERPRISE	131,033.67
06	TDCJ	38,430.63
07	HOTEL/MOTEL FUND	33,342.74
23	WESTWOOD WATER	19,521.78
GRAND TOTAL:		546,868.43



TO: Mayor, City Council

FROM: Nate Smith, City Administrator *NBS*

DATE: July 9, 2021

RE: City Administrator Report

Projects Update

Here is an overview of city projects.

1. Strategic Planning – As part of our budget preparation process this year, the staff is readying a five-year strategic plan draft for the council's review. I have sent the council a draft of the plan.
2. Budget - I am including a tentative budget calendar. This will include multiple special meetings of the council for budget deliberations. Please review the draft and let me know of any scheduling conflicts.
3. Downtown Committee – The Trinity Star Arts Council and the city met with Mark Priestner of Planning Concepts to create a downtown master plan for the Square. I will have more information when it becomes available.
4. I-45 Frontage Roads – The city has received the preliminary, or 30% in engineering jargon, plans for the I-45 frontage road project. We are examining the plans to determine what utilities are needed to be moved. TxDOT will also be meeting with us to help. The project is still scheduled to be let in October, 2022.
5. American Rescue Plan Act – The Texas Department of Emergency Management has invited cities to register by August 2. The city has already started its registration. The city is due to receive \$716,596.96, payable in two tranches of \$358,298.48. The following is from TDEM on the ARPA.
 - a. Under Section 602 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, these funds may only be used to cover costs incurred by December 31, 2024 –
 - i. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the NEU that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of the NEU government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the NEU prior to the emergency; or



- iv. to make necessary investments in water, sewer, and broadband infrastructure

Budget Report

Here is an update on the city's budget, ending June 30. General Fund revenues are at 78.76 percent of budgeted expectations and expenditures are at 75.24 percent.

Revenue

- Property Tax – Property tax collection is over budgeted expectations at 115 percent. Delinquent tax collection is above budget at 193 percent.
- Sales Tax – Sales tax for the month of June was 31.43 percent higher than the previous year, at \$163,186.28. June's sales tax receipts are for the month of March, and last March, most of the state was shut down due to COVID-19. For the fiscal year, the city is up 7.9 percent and up 8.4 percent for the calendar year. July's sales tax was not yet available as of this memo.
- Other General Fund Revenues –Municipal Court revenue is under budget projections but steadily climbing in the past few months. Building permit fees, is 156 percent of budget and more is expected to arrive this summer.
- Enterprise Fund – Revenues for the Enterprise Fund is at 70.93 percent of budgeted revenue.
- TDCJ Fund – Revenues for the Boyd Unit facility is at 56.54 percent of budgeted revenue.
- Hotel/Motel Fund – Revenues are at 47.01 percent collected.

Expenditures

- Enterprise Fund – Enterprise Fund expenditures are at 60.14 percent.
- TDCJ Fund – Total expenditures are at 49.41 percent.
- Hotel/Motel Fund – Expenditures are at 61.16 percent



2021-22 Budget Calendar*

June 25 – Department requests due **DONE**

July 14, 16, 20 – Mayor, Staff budget meetings (Starting at 10 a.m. at the Chamber back meeting room)

- Wednesday, July 14 – General Fund (Admin, Court, EDC, PD, Fire) NOTE: Best guess is each department will take 1 hour. Plan accordingly.
- Friday, July 16 – PW (Parks, Streets, Water/Wastewater, TDCJ, Westwood)
- Tuesday, July 20 – Hotel/Motel (and Comm. Dev.) and clean up

July 23-25 – Certified Appraisal Roll due from Appraisal District

Tuesday, August 3 – Special Council Meeting to Submit and Set Proposed Tax Rate (Notices Posted After) (At Noon)

August 3-6 – COUNCIL BUDGET WORKSHOPS (Tentatively Scheduled for Noon each day at the Fairfield ISD Career Education Complex)

- Tuesday, August 3 – Revenue and Administration (After Special Meeting)
- Wednesday, August 4 – General Fund (Police, Fire, Court, Parks, Streets, Community Development, EDC)
- Thursday, August 5 – Requests in General Fund (EMS, Library); Hotel/Motel (Requests included); Start Enterprise Fund
- Friday, August 6 - Continue Enterprise Fund, TDCJ, Westwood

Monday, August 9 – Proposed Budget Published and Filed

Monday, August 9 - Tax Rate, Budget, and Hearing Notices sent for publication to be published on August 11

Tuesday, August 10 – Regular Council Meeting (BUDGET WORKSHOPS CAN BE HELD)

Tuesday, August 24 – Regular Council Meeting (BUDGET WORKSHOPS CAN BE HELD)

Tuesday, September 14 – Regular Council Meeting for Tax Rate Hearing, Budget Hearing and Adoption of BUDGET FIRST, THEN TAX RATE

Wednesday, September 15 – Tax Rate ordinances sent to Tax Office; Budget entry into Incode by October 1; Publishing of Adopted Budget Book by October 1

Friday, October 1 – New Fiscal Year begins

* Subject to change

DIRECTORS REPORT

July 6, 2021

Water and Wastewater Department:

1. City Wells in production are operating properly. Averaged 453 thousand gallons per day for the month of June. The water wells have produced 14 million gallons for the month of June.
2. Water Dept: A Monthly Report is attached for Mayor and Council review.
3. Water Dept: The City and Westwood meters were read on June 17. All went well.
4. The City turned off a total of 56 customers this month. 8 customers are still off.
5. City Employees had a total of 50 Work Orders for the month of June. 12 have not been completed or processed. A Service Order Report is attached.
6. Mims Creek WWTP: The WWTP is operating properly. A monthly Report is attached.
7. TDCJ Boyd Unit WWTP/ WTP: A complete TDCJ Monthly Report is attached.

Westwood Water Plants:

1. Westwood Wells in production are operating properly. Averaged 86 thousand gallons per day for the month of June. Westwood Wells have produced 2.6 million gallons for the month of June.
2. City turned off 19 customers in the Westwood Utility Area. 1 customer is still off.
3. Westwood had a total of 12 Work Orders issued for the month of June. 1 has not been completed or processed.

**Department Head Report
Cont.**

Street and Construction Department:

1. Street Dept.: A complete report is attached from the Street Department from both Lead Men.
2. Fuel Report for the month of June is attached for the Mayor and Councils review.

Parks Department:

1. Park Dept.: A complete Parks Dept. Monthly Report is attached.

Respectfully Submitted,


Clyde Woods

Director of Public Works

MONTHLY OPERATING REPORT

FOR GROUNDWATER TREATMENT PLANTS THAT ARE REQUIRED TO PROVIDE 4-LOG VIRAL INACTIVATION

WATER SYSTEM NAME: CITY OF FAIRFIELD PWS ID No.: 0810001
 PLANT NAME OR NUMBER: _____ Month: June
 Minimum Specified Residual: 0.2 mg/L Year: 2021

WATER PRODUCTION						
	Total Daily Production (G/D)	Measured Residual	Hours (decimal)	Flow Rate (gpm)	pH	Temp (°C)
1	503,000	0.81				
2	260,000	0.51				
3	418,000	1.98				
4	509,000	1.23				
5	761,000	0.49				
6	484,000	0.76				
7	506,000	0.56				
8	537,000	0.90				
9	524,000	1.09				
10	529,000	0.64				
11	468,000	0.59				
12	479,000	0.73				
13	369,000	0.68				
14	434,000	0.50				
15	554,000	0.55				
16	447,000	0.74				
17	536,000	0.39				
18	438,000	0.31				
19	516,000	0.62				
20	473,000	0.81				
21	375,000	0.69				
22	467,000	0.48				
23	466,000	0.67				
24	432,000	0.71				
25	388,000	0.66				
26	455,000	0.49				
27	496,000	0.39				
28	413,000	0.76				
29	409,000	0.23				
30	400,000	0.63				
31						
TOTAL	14,046,000					
AVG		0.69				
MIN		0.23				
MAX		1.98				
Any additional information you wish to provide: _____ Information is not reported in MGD. It is reported as Actual gallons per day						
I certify that I am familiar with the information contained in this report and						
Operator's						
Signature				Date:		
Certificate No. and Class:		WO0028141 Class A				
TCEQ - ??? (07-??-09)						MSRMOR

June Monthly Report 2021

- Water rounds for Fairfield and Westwood
- Lift station rounds
- All wells and water plants running good
- All lift stations running good
- Routine calls
 - HB. – **18.4**
 - HB. – **16.4**
 - HB. – **14.4**
 - HB. – **16.8**
- Replace drain valve on GST at barn.
 - HB. – **16.6**
 - HB. – **18.0**
 - HB. – **17.2**
- Pulled pump from Suzy Well
 - HB. – **15.7**
 - HB – **16.2**
 - HB. – **19.7**
 - HB. – **17.3**
 - HB. – **21.1**
 - HB. – **26.5**
 - HB. – **21.2**
 - HB. – **20.9**
- 420 McDonald St – Sewer stoppage. Dig up sewer main clay tile collapsed.
 - HB. – **23.1**

June Monthly Report 2021

- Continue working on 420 McDonald St sewer.
- HB. – 22.8
- Finish up 420 McDonald St
- HB. – 31.0
- HB. – 34.9
- HB. – 33.4
- HB. – 23.6
- HB. – 22.2
- HB. – 26.7
- HB. – 28.6
- HB. – 31.6
- HB. – 24.8
- HB. – 22.1
- HB. – 18.4
- HB. – 17.5
- Work orders
 - #023118 – 108 PR 944 – Final billing. Read – **64637.00**
 - #023125 – 102 Forest Dr – Final billing. Read – **150751.63**
 - #023127 – 333 Wood St – Turn service on. Read – **61544.66**
 - #023128 – 152 Carter St – Final billing. Read – **67429.68**
 - #023131 – 421 E Bradley St – Turn service on. Read – **91242.07**
 - #023130 – 700 S Bateman Rd – Check for leak. Leak on customer side. Rate – **0.65**
 - #023132 – 117 CR 1244 – Replace meter box lid.
 - #023137 – 420 McDonald St – Sewer stoppage. On our side.
 - #023133 – 459 Mockingbird Ln – Final billing. Read – **46612.53**

June Monthly Report 2021

- **#023134** – 403 N Bateman Rd – Final billing. Read – **251203.25**
- **#023135** – 374 Church St – Final billing. Read – **203758.61**
- **#023136** – 804 Old Palestine Rd – Final billing. Read – **51893.51**
- **#023138** – 310 CR 1240 – Turn service on. Read – **32021.80**
- **#023139** – 170 Carter – Get reading and leave on. Read – **210364.17**
- **#023140** – 111 Bailiff Dr – Check for leak. No leak. Drainage from neighbor.
- **#023141** – 982 S Bateman Rd – Get reading and leave on. Read from Beacon – **13879.50**
- **#023144** – 427 S Fairway. Sewer odor. Main blocked between manholes. Jetted main cleared line.
Sewer backed up in to house in process.
- **#023142** – 326 Huckaby St – Check for leak. No leak found. Read – **98966.66**
- **#023143** – 226 E Commerce Dr – Get reading and leave on. Read – **249850.20**
- **#023145** – 216 E Commerce Dr – Get reading and leave on. Read – **614056.00**
- **#023146** – 702 Robindale Ln – Turn off for repairs
- **#023153** – 1003 Walnut Creek Dr – Sewer stoppage. Unstopped main and flowing.
- **#022901** – 417 Troy Ln – Leak. Replace tubing from main to meter.
- **#023156** – 427 E Reunion St – Get reading and leave on. Read - **130894**
- **#023163** – 825 Southwood Ln – Final billing.
- **#023164** – 108 PR 944 – Turn service on. Read – **64637.00**
- **#023167** – 434 Davis St – Turn service on. Read – **47112.99**
- **#023168** – 110 CR 1224 – Turn service on. Read – **25274**. Turned back off.
- **#022703** – 877 Old Palestine Rd – Start digging up to replace fire hydrant
- **#022874** - 245 CR 1250 – Check for leak. No leak found.
- **#023154** – 649 E Commerce St – Final billing. Read – **4249.82**
- **#023157** – 141 FM 27 W – Straighten up cut-off
- **#023099** – 347 Oak Ridge Dr – Final billing. Read – **33828.23**

June Monthly Report 2021

- **#023175** – 170 CR 1222 – Turn service on. Read – **156393.69**
- **#022905** – 259 CR 1220 – 3/4 Water tap.
Meter # - **201 316 510** Endpoint # - **120 820 629** Read – **0**
- **#023180** – 703 Clark St – Check for leak. Leak on tubing on our side.
- **#022703** – 877 Old Palestine Rd – Finish replacing fire hydrant.
- **#023078** – 760 Southwood Ln – Sewer stoppage. Replaced sewer lateral To the main.
- **#023185** – 375 A W HWY 84 – Final billing. Read – **254829.10**
- **#023187** – 310 Barnes St – Sewer stoppage. Unstopped. On our side.
- **#023189** – 303 E Commerce St – Get reading and leave on. Read from Beacon – **8951.30**
- **#023190** – 414 Post Oak Rd – Turn service on. Read – **195824.68**
- **#023191** – 1196 S Fairway – Check to see if on septic. On septic.
- **#023182** – 120 PR 1223 – Get reading and leave on. Read from Beacon – **266423.70**
- **#023194** – 512 Robindale Ln – Turn service on. Read – 241382.50
- Water production Fairfield – **14.046**
- Water production Westwood – **2.681**

James, Bubba, Vic, Ronnie, Dustin

**** TOTALS BY JOB CODE ****

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
OFF - TURN SERVICE OFF	8	1	1	0	1
ON - TURN SERVICE ON	8	1	0	0	0
LK@M - LEAK @ METER	1	3	0	0	0
MISC - VARIOUS	4	2	0	0	0
UN - UNSTOP SEWER	3	2	0	0	0
OC/CH - OCCUPANT CHANGE	9	0	0	0	0
MAIN - LEAK/PROBLEM W/MAIN	1	0	0	0	0
REPR - REPAIRS	1	0	0	0	0
POT - FILL POTHOLES	1	1	0	0	0
SVCHG - SET METER	1	0	0	0	0
MOW - MOW/CLEAN	1	0	0	0	0
TRIM - TRIM TREES FROM OVER R	0	1	0	0	0
WTP - SET WATER TAP	0	1	0	0	0
TOTAL ALL CODES	38	12	1	0	1

MIMS CREEK WASTEWATER PLANT

June, 2021

1. Pulled approximately 140,000 gallons of sludge from digester.

2. Average monthly flow through plant was .273 mgd.

3. Average blanket at Mims Creek was 5 feet.

4. Treated 8.2 MG through Mims Creek for the month.

5. Submitted monthly DMR to TCEQ.

6. RAS pump from Mims Creek and Thousand Oaks at Smith Pump.

7. RAS butterfly valve broke. Waiting on contractor.

City of Fairfield

Public Works – TDCJ Boyd Unit

Date: 7-6-2021 (June report)

WWTP

1. Pulled Appx. 37,000 gallons of sludge from Digester.
2. Average Daily Flow .160 MGD
3. Average Blanket 66.0 inches
4. Treated 4.813 MG through Boyd Unit for the month.
5. Submit DMR report to TCEQ
6. Bar Screen is down.
7. Extensive fence damage
8. District Meeting

WTP

1. Submit BacT samples
2. Average Daily Flow .223 MGD
3. Treated 6.691 MG
4. Mission repaired
5. Scada repaired
6. ACA Compliance submitted TDCJ (State Audit)
7. DLQOR submitted 2nd quarter
8. CCR submitted

MONTHLY OPERATING REPORT

FOR GROUNDWATER TREATMENT PLANTS THAT ARE REQUIRED TO PROVIDE 4-LOG VIRAL INACTIVATION

WATER SYSTEM NAME: CITY OF FAIRFIELD / WESTWOOD UTILITY PWS ID No.: 0810024
 PLANT NAME OR NUMBER: _____ Month: June
 Minimum Specified Residual: 0.2 mg/L Year: 2021

WATER PRODUCTION						
	Total Daily Production (G/D)	Measured Residual	Hours (decimal)	Flow Rate (gpm)	pH	Temp (°C)
1	78,000	0.91				
2	68,000	0.49				
3	60,000	0.73				
4	70,000	0.49				
5	69,000	0.59				
6	76,000	0.78				
7	72,000	0.81				
8	66,000	0.74				
9	68,000	0.61				
10	73,000	0.52				
11	81,000	0.53				
12	73,000	1.05				
13	87,000	0.68				
14	109,000	0.84				
15	87,000	1.06				
16	86,000	1.13				
17	95,000	0.93				
18	93,000	0.91				
19	127,000	0.98				
20	139,000	0.72				
21	134,000	0.83				
22	94,000	0.72				
23	90,000	0.69				
24	109,000	0.82				
25	115,000	0.49				
26	124,000	0.74				
27	100,000	0.72				
28	89,000	0.93				
29	77,000	0.87				
30	72,000	0.79				
31						
TOTAL	2,681,000					
AVG		0.77				
MIN		0.49				
MAX		1.13				
Any additional information you wish to provide: Information is not reported in MGD. It is reported as Actual gallons per day!						
I certify that I am familiar with the information contained in this report						
Operator's						
Signature				Date:		
Certificate No. and Class:		WO0028141 Class A				
TCEQ - ???? (07-??-09)		MSRMOR				

**** TOTALS BY JOB CODE ****

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
MISC - VARIOUS	1	1	0	0	0
ON - TURN SERVICE ON	4	0	0	0	0
REPR - REPAIRS	2	0	0	0	0
OFF - TURN SERVICE OFF	2	0	0	0	0
SWAP - METER SWAP	1	0	0	0	0
OC/CH - OCCUPANT CHANGE	1	0	0	0	0
TOTAL ALL CODES	11	1	0	0	0

Clyde Woods

From: Claudis Measles [randymeasles@gmail.com]
Sent: Tuesday, July 06, 2021 7:00 AM
To: clyde.woods@fairfieldtexas.net

6-1-21 cut up tree that fell in the street on south Bateman. Put up silt fence at old city hall.

6-2-21 cut down 3 trees on old Palestine road and hauled to the dump. Cutting limbs hanging over fence next to Glick's.

6-3-21 Met with red hat rentals and got quotes on sweeper and roller for the streets. Met with Randy Johnson about boom mower and 60hp tractor. Helped Bubba with valve on ground storage tank at the barn. Went to meeting at chamber. Helped Ronnie with sewer call.

6-4-21 cleaned up around city barn. Mark and Cooper started mowing streets with side boom and batwing. Charged up battery on mosquito fogger. Helped Shane with water leak at the prison.

6-7-21 mowed streets with John Deere until the rain started then picked up limbs and cleared drainage after the rain stopped.

6-8-21 moved fence at the PD took unused fencing to the barn. Worked on drainage at the PD.

6-14-21 went to look at drainage issues on Tracy lane set out barricades for parade picked up A/C from ace hardware put in in james office and in breakroom. Checked on price for pressure washer.

6-15-21 picked up barricades fixed pot holes on Bateman street and Hall street fixed holes at PD

6-16-21 fixed pot holes around town moved Erin at city hall worked on sewer on mcdonald street

6-17-21 worked on sewer on mcdonald street put in meter at end of cotton street for schick put out asphalt around town

6-18-21 mark and Cooper mowed ally in tyus addition washed and greased backhoes fixed shoulder of road on heather street mowed wood street

6-21-21 straightened hump on Mount street left from water leak. Resident stopped me from digging ditch on mount street. Started digging ditch at 222 cotton street.

6-22-21 hauled stage back to the barn from the park. Packed dumpster at the park. Pulled down broken limbs at the park cut up and hauled to the dump. Cut the grass on the corner of Bateman and moody. Met with leeboy salesman. Finished digging ditch on cotton street.

6-23-21. Mowed grass at 417 hall street.

Did repairs at city hall. Cut down limbs in alley in tyus addition. Put up stop sign on newmen and Main Street. Put battery on mulching machine.

6-24-21 helped water department with water leak on old Palestine street. Mark and Cooper chipping limbs in tyus addition.

6-25-21 chipping limbs in tyus addition.

Cut up fallen limbs at 417 hall street.

Picked up limbs at keechi and Comanche.

6-28-21 talked to home owner on Tracy lane about drainage, came up with a plan when things dry up. Washed and greased backhoes. Rained most of the day.

Sent from my iPhone

Clyde Woods

From: Mark Taylor [marktaylor7m@gmail.com]
Sent: Thursday, July 01, 2021 6:15 AM
To: Woods Clyde
Subject: June monthly - 6-1-21- checked culverts around town. Picked up tree...

June monthly - 6-1-21- checked culverts around town. Picked up tree on South Bateman. Put up retaining wall at old City Hall. Picked up dead horse and cat. 6-2-21- took down trees at old Palestine old. Cleaned tree line at Glicks. Cleaned ditch at Randy's Johnson driveway. 6-3-21- cut limbs around town. Helped Bubba on water valve at barn. 6-4-21-Mowed streets around town also Boom tractor went down again. Alternator went out and had to replace the battery.

6-7-21-moved stage to park. Repaired one tire. Mowed streets. Checked Culverts during and after storm. 6-8-21- worked on PD draining issues. 6-9,10 11 mowed streets. Had front right tire on 147 replaced. Repair speed sign on Oak.

7-14-21- packed dumpsters and pushed up brush pile. Put out barricades for parade. Hauled sand for Roger to rodeo arena. Filled pot holes around town. Changed out batteries on 143 Ford dump truck. 6-15-21-Packed dumpsters and pushed up brush pile, picked up barricades. Put out white rock on repairs at south Bateman, and keechi. Also filled in holes at PD 6-16-21-fixed washout at barn four buckets white rock. 6-17-21- put out remaining asphalt around town. 6-18-21- replaced three tires on lawn mower trailer. Mowed alley ways in Tyus add. Also put out asphalt, received new load.

6-21-21-packed dumpsters and pushed up brush pile. Put out asphalt. 6-22-21- packed dumpsters and pushed up brush pile, removed stage and fencing at park. Put out asphalt around town. 6-23-21- Cooper and Kyle started cleaning alley ways Tyus add . Also mowed yard on Hall. Did repairs at city hall. Repaired street sign on Newman.

6-24-21-21started cleaning alley way between DJ and Kelly.

6-25-21- completed alley between DJ and Kelly picked up limb on fence on Hall started on alley way between Oak st and Kelly.

6-28-21-packed dumpsters. Continued cleaning the alley way between Oak st and Kelly.

6-29-21- cut limbs on Old Mexia rd. Put out asphalt - love st, Church - Old Mexia rd.

6-30-21- Kyle worked with Water Department. Finished wiring lights on Chipper. Fixed driveway at Fairfield Farm and Ranch and put out asphalt

Sent from my iPhone

Monthly Report

Report Range: 06/01/2021 to 06/30/2021

DATA RANGE			
VEHICLE ID:	1	to	146
ACCT ID:	1	to	100

Transactions for Account: 1 W/WW

Date / Time	Seq #	Site	Island	Employee Name	Veh ID	Unq #	Class	Meter	Hours	Hose	Price	MPG	Quantity	Amount
06/02/2021 04:17:44	5434	1	1	Collin Puckett	132		1	1	0	1	\$1.000	0.0	19.900	\$19.90
06/02/2021 05:12:04	5435	1	1	Clyde Woods	130		1	6993	0	1	\$1.000	0.0	14.600	\$14.60
06/02/2021 07:48:25	5438	1	1	Bubba Taylor	133		1	11154	0	1	\$1.000	0.0	25.900	\$25.90
06/02/2021 12:44:57	5440	1	1	Bubba Taylor	140		1	132883	0	1	\$1.000	0.0	27.500	\$27.50
06/03/2021 04:44:13	5442	1	1	Shane Reeves	138		1	88834	0	1	\$1.000	0.0	22.900	\$22.90
06/04/2021 06:32:19	5446	1	1	Vic Rutherford	140		1	149487	0	1	\$1.000	0.0	18.700	\$18.70
06/04/2021 11:20:40	5448	1	1	Clyde Woods	130		1	111	0	1	\$1.000	0.0	18.200	\$18.20
06/05/2021 04:51:10	5450	1	1	Shane Reeves	138		1	88888	0	1	\$1.000	0.0	21.000	\$21.00
06/05/2021 12:45:35	5453	1	1	Bubba Taylor	133		1	11310	0	1	\$1.000	0.0	21.900	\$21.90
06/08/2021 07:36:55	5460	1	1	Bubba Taylor	133		1	11336	0	1	\$1.000	0.0	4.100	\$4.10
06/08/2021 11:32:21	5461	1	1	Shane Reeves	138		1	89420	0	1	\$1.000	0.0	21.600	\$21.60
06/09/2021 07:18:04	5465	1	1	Clyde Woods	130		1	7118	0	1	\$1.000	0.0	16.300	\$16.30
06/10/2021 06:45:52	5469	1	1	David Brackens	135		1	112178	0	1	\$1.000	0.0	19.900	\$19.90
06/11/2021 04:50:36	5473	1	1	Shane Reeves	138		1	89434	0	1	\$1.000	0.0	23.000	\$23.00
06/11/2021 06:10:39	5474	1	1	Bubba Taylor	133		1	11483	0	1	\$1.000	0.0	20.500	\$20.50
06/12/2021 04:47:16	5477	1	1	Collin Puckett	140		1	133113	0	1	\$1.000	0.0	29.800	\$29.80
06/15/2021 04:44:57	5495	1	1	Shane Reeves	138		1	89586	0	1	\$1.000	0.0	17.000	\$17.00
06/15/2021 05:50:32	5497	1	1	Clyde Woods	130		1	7240	0	1	\$1.000	0.0	15.900	\$15.90
06/16/2021 04:19:49	5502	1	1	Bubba Taylor	133		1	11710	0	1	\$1.000	0.0	26.100	\$26.10
06/16/2021 05:03:53	5504	1	1	Collin Puckett	132		1	1	0	1	\$1.000	0.0	19.000	\$19.00
06/18/2021 04:42:36	5513	1	1	Shane Reeves	138		1	89693	0	1	\$1.000	0.0	17.800	\$17.80
06/18/2021 04:44:54	5514	1	1	Shane Reeves	138		1	1	0	1	\$1.000	0.0	12.900	\$12.90
06/18/2021 12:18:15	5517	1	1	Clyde Woods	130		1	7340	0	1	\$1.000	0.0	13.900	\$13.90
06/19/2021 13:20:12	5525	1	1	Vic Rutherford	140		1	133329	0	1	\$1.000	0.0	26.200	\$26.20
06/22/2021 05:44:34	5531	1	1	Collin Puckett	132		1	1	0	1	\$1.000	0.0	18.900	\$18.90
06/22/2021 12:57:09	5533	1	1	Shane Reeves	138		1	89804	0	1	\$1.000	0.0	18.200	\$18.20
06/23/2021 04:15:52	5535	1	1	Bubba Taylor	133		1	11844	0	1	\$1.000	0.0	22.900	\$22.90
06/25/2021 04:38:58	5546	1	1	Shane Reeves	138		1	89990	0	1	\$1.000	0.0	16.900	\$16.90
06/25/2021 10:58:16	5551	1	1	Clyde Woods	140		1	1	0	1	\$1.000	0.0	28.200	\$28.20
06/26/2021 04:50:42	5553	1	1	Bubba Taylor	133		1	12057	0	1	\$1.000	0.0	21.100	\$21.10
06/26/2021 12:55:23	5556	1	1	Shane Reeves	138		1	90094	0	1	\$1.000	0.0	14.200	\$14.20
06/29/2021 10:13:35	5565	1	1	Vic Rutherford	140		1	148280	0	1	\$1.000	0.0	20.300	\$20.30
06/30/2021 13:06:15	5569	1	1	Bubba Taylor	133		1	1231	0	1	\$1.000	0.0	1.500	\$1.50

Monthly Report

Report Range: 06/01/2021 to 06/30/2021

DATA RANGE			
VEHICLE ID:	1	to	146
ACCT ID:	1	to	100

Subtotals for Acct: 1 W/WW

0.0 636.800 \$636.80

Transaction Count 33

PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
UNLEADED	636.80	\$636.80
TOTAL	636.80	\$636.80

642.32

Monthly Report

Report Range: 06/01/2021 to 06/30/2021

DATA RANGE			
VEHICLE ID:	1	to	146
ACCT ID:	1	to	100

Transactions for Account: 2 Streets

Date / Time	Seq #	Site	Island	Employee Name	Veh ID	Unq #	Class	Meter	Hours	Hose	Price	MPG	Quantity	Amount
06/02/2021 09:21:14	5439	1	1	Randy Measles	146		1	5238	0	1	\$1.000	0.0	34.100	\$34.10
06/09/2021 07:34:28	5466	1	1	Randy Measles	146		1	5400	0	1	\$1.000	0.0	31.800	\$31.80
06/09/2021 10:57:54	5467	1	1	Collin Puckett	131		1	1	0	1	\$1.000	0.0	19.200	\$19.20
06/12/2021 12:03:10	5482	1	1	Randy Measles	146		1	11	0	1	\$1.000	0.0	5.000	\$5.00
06/12/2021 12:38:33	5483	1	1	Randy Measles	146		1	1234	0	1	\$1.000	0.0	9.100	\$9.10
06/12/2021 12:45:50	5484	1	1	Randy Measles	146		1	1234	0	1	\$1.000	0.0	10.100	\$10.10
06/15/2021 05:36:45	5496	1	1	Mark Taylor	134		1	166927	0	1	\$1.000	0.0	25.900	\$25.90
06/15/2021 08:52:47	5500	1	1	Randy Measles	146		1	5554	0	1	\$1.000	0.0	31.000	\$31.00
06/17/2021 07:44:11	5507	1	1	Mark Taylor	134		1	71295	0	1	\$1.000	0.0	11.400	\$11.40
06/19/2021 05:18:12	5521	1	1	Mark Taylor	134		1	71365	0	1	\$1.000	0.0	12.400	\$12.40
06/19/2021 05:20:15	5522	1	1	Mark Taylor	134		1	71365	0	1	\$1.000	0.0	1.900	\$1.90
06/19/2021 05:54:43	5523	1	1	Randy Measles	146		1	5641	0	1	\$1.000	0.0	10.000	\$10.00
06/19/2021 10:51:12	5524	1	1	Randy Measles	146		1	1234	0	1	\$1.000	0.0	47.500	\$47.50
06/23/2021 06:59:15	5536	1	1	Mark Taylor	134		1	71416	0	1	\$1.000	0.0	12.100	\$12.10
06/25/2021 04:54:59	5547	1	1	Mark Taylor	134		1	71454	0	1	\$1.000	0.0	10.700	\$10.70
06/25/2021 06:32:03	5548	1	1	Randy Measles	146		1	4500	0	1	\$1.000	0.0	27.500	\$27.50
06/29/2021 05:10:50	5563	1	1	Mark Taylor	134		1	71486	0	1	\$1.000	0.0	12.100	\$12.10
06/29/2021 05:21:49	5564	1	1	Mark Taylor	134		1	66541	0	1	\$1.000	0.0	24.100	\$24.10
06/30/2021 07:25:18	5568	1	1	Mark Taylor	134		1	86190	0	1	\$1.000	0.0	26.800	\$26.80
Subtotals for Acct: 2 Streets												0.0	362.700	\$362.70

Transaction Count

19

PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
UNLEADED	362.70	\$362.70
TOTAL	362.70	\$362.70

343.50

Monthly Report

Report Range: 06/01/2021 to 06/30/2021

DATA RANGE			
VEHICLE ID:	1	to	146
ACCT ID:	1	to	100

Transactions for Account: 3 TDJC

Date / Time	Seq #	Site	Island	Employee Name	Veh ID	Unq #	Class	Meter	Hours	Hose	Price	MPG	Quantity	Amount
06/02/2021 07:21:42	5437	1	1	Vic Rutherford	141		1	47417	0	1	\$1.000	0.0	25.500	\$25.50
06/05/2021 13:19:19	5455	1	1	Vic Rutherford	141		1	47640	0	1	\$1.000	0.0	25.800	\$25.80
06/10/2021 07:43:42	5470	1	1	Vic Rutherford	141		1	47877	0	1	\$1.000	0.0	31.100	\$31.10
06/12/2021 07:25:24	5481	1	1	Vic Rutherford	141		1	1234	0	1	\$1.000	0.0	6.300	\$6.30
06/15/2021 07:38:31	5499	1	1	Vic Rutherford	141		1	1234	0	1	\$1.000	0.0	4.700	\$4.70
06/19/2021 04:51:47	5520	1	1	Vic Rutherford	141		1	47982	0	1	\$1.000	0.0	24.000	\$24.00
06/22/2021 12:54:00	5532	1	1	Vic Rutherford	141		1	48169	0	1	\$1.000	0.0	10.800	\$10.80
06/25/2021 10:40:39	5550	1	1	Vic Rutherford	141		1	48285	0	1	\$1.000	0.0	24.600	\$24.60
06/28/2021 06:30:39	5560	1	1	Vic Rutherford	141		1	48439	0	1	\$1.000	0.0	18.800	\$18.80
Subtotals for Acct: 3 TDJC												0.0	171.600	\$171.60

Transaction Count

9

PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
UNLEADED	171.60	\$171.60
TOTAL	171.60	\$171.60

185.28

Monthly Report

Report Range: 06/01/2021 to 06/30/2021

DATA RANGE			
VEHICLE ID:	1	to	146
ACCT ID:	1	to	100

Transactions for Account: 4 Parks

Date / Time	Seq #	Site	Island	Employee Name	Veh ID	Unq #	Class	Meter	Hours	Hose	Price	MPG	Quantity	Amount
06/03/2021 08:07:39	5443	1	1	Jerry Hughes	137		1	1234	0	1	\$1.000	0.0	10.500	\$10.50
06/04/2021 10:47:45	5447	1	1	Jerry Hughes	137		1	1234	0	1	\$1.000	0.0	10.500	\$10.50
06/05/2021 12:21:27	5452	1	1	Jerry Hughes	137		1	25106	0	1	\$1.000	0.0	18.400	\$18.40
06/07/2021 15:17:10	5459	1	1	Juan Rodriquez	139		1	122723	0	1	\$1.000	0.0	24.600	\$24.60
06/11/2021 04:40:21	5472	1	1	Juan Rodriquez	139		1	1234	0	1	\$1.000	0.0	2.400	\$2.40
06/11/2021 13:34:05	5475	1	1	Jerry Hughes	137		1	25257	0	1	\$1.000	0.0	16.400	\$16.40
06/12/2021 04:51:25	5478	1	1	Jerry Hughes	137		1	1234	0	1	\$1.000	0.0	10.500	\$10.50
06/12/2021 05:09:11	5479	1	1	Jerry Hughes	137		1	1234	0	1	\$1.000	0.0	10.500	\$10.50
06/12/2021 05:18:25	5480	1	1	Juan Rodriquez	139		1	122772	0	1	\$1.000	0.0	21.100	\$21.10
06/15/2021 06:39:36	5498	1	1	Jerry Hughes	137		1	1234	0	1	\$1.000	0.0	15.100	\$15.10
06/16/2021 04:46:10	5503	1	1	Jerry Hughes	137		1	1234	0	1	\$1.000	0.0	5.000	\$5.00
06/17/2021 05:22:52	5506	1	1	Jerry Hughes	137		1	1234	0	1	\$1.000	0.0	5.000	\$5.00
06/17/2021 10:37:32	5508	1	1	Jerry Hughes	137		1	25337	0	1	\$1.000	0.0	16.400	\$16.40
06/17/2021 10:38:47	5509	1	1	Jerry Hughes	137		1	1234	0	1	\$1.000	0.0	4.900	\$4.90
06/18/2021 05:06:05	5515	1	1	Jerry Hughes	137		1	1234	0	1	\$1.000	0.0	4.900	\$4.90
06/18/2021 08:41:08	5516	1	1	Jerry Hughes	137		1	12	0	1	\$1.000	0.0	15.900	\$15.90
06/20/2021 06:49:15	5527	1	1	Jerry Hughes	137		1	25475	0	1	\$1.000	0.0	14.400	\$14.40
06/22/2021 04:42:12	5530	1	1	Juan Rodriquez	139		1	122848	0	1	\$1.000	0.0	20.900	\$20.90
06/24/2021 04:50:10	5541	1	1	Juan Rodriquez	139		1	1234	0	1	\$1.000	0.0	13.000	\$13.00
06/24/2021 10:36:53	5542	1	1	Juan Rodriquez	139		1	1234	0	1	\$1.000	0.0	9.700	\$9.70
06/25/2021 10:34:56	5549	1	1	Juan Rodriquez	139		1	1234	0	1	\$1.000	0.0	9.500	\$9.50
06/26/2021 06:56:53	5554	1	1	Juan Rodriquez	139		1	122	0	1	\$1.000	0.0	26.000	\$26.00
06/26/2021 12:27:53	5555	1	1	Jerry Hughes	137		1	25602	0	1	\$1.000	0.0	18.000	\$18.00
06/30/2021 04:41:58	5567	1	1	Juan Rodriquez	139		1	1234	0	1	\$1.000	0.0	9.500	\$9.50
Subtotals for Acct: 4 Parks												0.0	313.100	\$313.10

Transaction Count

24

PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
UNLEADED	313.10	\$313.10
TOTAL	313.10	\$313.10

Monthly Report

Report Range: 06/01/2021 to 06/30/2021

DATA RANGE			
VEHICLE ID:	1	to	146
ACCT ID:	1	to	100

Transactions for Account: 100 Police

Date / Time	Seq #	Site	Island	Employee Name	Veh ID	Unq #	Class	Meter	Hours	Hose	Price	MPG	Quantity	Amount
06/01/2021 16:09:51	5433	1	1	Officer Alexander	11		1	5868	0	1	\$1.000	0.0	13.000	\$13.00
06/02/2021 06:47:49	5436	1	1	Officer Palacios	10		1	6885	0	1	\$1.000	0.0	16.900	\$16.90
06/02/2021 16:07:12	5441	1	1	Officer Palacios	6		1	72956	0	1	\$1.000	0.0	11.000	\$11.00
06/03/2021 14:10:36	5444	1	1	Officer Markham	9		1	4819	0	1	\$1.000	0.0	13.200	\$13.20
06/03/2021 14:13:25	5445	1	1	Officer Markham	8		1	76586	0	1	\$1.000	0.0	10.700	\$10.70
06/04/2021 20:07:17	5449	1	1	Officer Palacios	6		1	73052	0	1	\$1.000	0.0	11.700	\$11.70
06/05/2021 06:10:25	5451	1	1	Officer Frasier	5		1	56812	0	1	\$1.000	0.0	13.400	\$13.40
06/05/2021 13:12:31	5454	1	1	Officer Frasier	6		1	73155	0	1	\$1.000	0.0	8.200	\$8.20
06/06/2021 21:32:05	5456	1	1	Officer Alexander	11		1	6020	0	1	\$1.000	0.0	21.000	\$21.00
06/07/2021 08:43:26	5457	1	1	Officer Alexander	5		1	56920	0	1	\$1.000	0.0	13.500	\$13.50
06/07/2021 14:23:08	5458	1	1	Officer Frasier	6		1	73291	0	1	\$1.000	0.0	11.600	\$11.60
06/08/2021 14:31:08	5462	1	1	Officer Markham	8		1	76695	0	1	\$1.000	0.0	9.000	\$9.00
06/08/2021 14:37:02	5463	1	1	Officer Markham	9		1	4899	0	1	\$1.000	0.0	10.300	\$10.30
06/09/2021 04:36:54	5464	1	1	Chief Bulger	1		1	40	0	1	\$1.000	0.0	23.500	\$23.50
06/09/2021 14:04:15	5468	1	1	Officer Markham	8		1	76797	0	1	\$1.000	0.0	6.900	\$6.90
06/10/2021 16:28:40	5471	1	1	Officer Alexander	5		1	57108	0	1	\$1.000	0.0	13.300	\$13.30
06/11/2021 19:23:36	5476	1	1	Officer Alexander	11		1	6155	0	1	\$1.000	0.0	19.200	\$19.20
06/12/2021 14:36:15	5485	1	1	Officer Markham	8		1	93	0	1	\$1.000	0.0	11.400	\$11.40
06/12/2021 17:52:39	5486	1	1	Officer Weinmann	7		1	68781	0	1	\$1.000	0.0	13.200	\$13.20
06/13/2021 03:05:30	5487	1	1	Officer Palacios	8		1	76970	0	1	\$1.000	0.0	6.000	\$6.00
06/13/2021 07:27:04	5488	1	1	Officer Frasier	6		1	73413	0	1	\$1.000	0.0	10.900	\$10.90
06/13/2021 14:23:39	5489	1	1	Officer Markham	9		1	4994	0	1	\$1.000	0.0	13.700	\$13.70
06/13/2021 14:30:38	5490	1	1	Officer Palacios	8		1	77020	0	1	\$1.000	0.0	5.000	\$5.00
06/14/2021 14:11:03	5492	1	1	Officer Palacios	8		1	4	0	1	\$1.000	0.0	5.500	\$5.50
06/14/2021 18:31:05	5493	1	1	Officer Weinmann	7		1	68899	0	1	\$1.000	0.0	15.000	\$15.00
06/15/2021 03:43:30	5494	1	1	Officer Frasier	5		1	57273	0	1	\$1.000	0.0	10.300	\$10.30
06/15/2021 13:06:48	5501	1	1	Sgt. Utsey	2		1	41371	0	1	\$1.000	0.0	22.300	\$22.30
06/16/2021 07:47:36	5505	1	1	Officer Frasier	6		1	73516	0	1	\$1.000	0.0	21.300	\$21.30
06/17/2021 14:48:15	5510	1	1	Officer Palacios	8		1	77222	0	1	\$1.000	0.0	12.300	\$12.30
06/17/2021 15:18:52	5511	1	1	Officer Markham	9		1	5143	0	1	\$1.000	0.0	18.000	\$18.00
06/17/2021 22:38:37	5512	1	1	Officer Orms	5		1	104357	0	1	\$1.000	0.0	13.300	\$13.30
06/18/2021 13:27:09	5518	1	1	Officer Palacios	8		1	77290	0	1	\$1.000	0.0	6.000	\$6.00
06/18/2021 21:44:20	5519	1	1	Officer Weinmann	7		1	68982	0	1	\$1.000	0.0	12.200	\$12.20
06/20/2021 00:09:10	5526	1	1	Officer Palacios	10		1	6919	0	1	\$1.000	0.0	21.300	\$21.30
06/21/2021 04:50:38	5528	1	1	Officer Palacios	5		1	57499	0	1	\$1.000	0.0	16.400	\$16.40
06/21/2021 05:43:19	5529	1	1	Officer Frasier	6		1	73671	0	1	\$1.000	0.0	14.200	\$14.20
06/22/2021 14:49:54	5534	1	1	Officer Palacios	8		1	77363	0	1	\$1.000	0.0	8.700	\$8.70
06/23/2021 14:23:32	5537	1	1	Officer Markham	9		1	5258	0	1	\$1.000	0.0	12.900	\$12.90
06/23/2021 14:26:16	5538	1	1	Officer Markham	8		1	77247	0	1	\$1.000	0.0	6.000	\$6.00
06/23/2021 22:07:57	5539	1	1	Officer Orms	5		1	104447	0	1	\$1.000	0.0	15.900	\$15.90
06/24/2021 02:15:45	5540	1	1	Officer Weinmann	7		1	69073	0	1	\$1.000	0.0	14.000	\$14.00
06/24/2021 14:33:06	5543	1	1	Officer Frasier	6		1	73756	0	1	\$1.000	0.0	8.900	\$8.90
06/24/2021 16:38:21	5544	1	1	Officer Alexander	11		1	6278	0	1	\$1.000	0.0	20.800	\$20.80
06/25/2021 04:35:23	5545	1	1	Sgt. Utsey	2		1	41524	0	1	\$1.000	0.0	19.300	\$19.30
06/25/2021 11:43:53	5552	1	1	Officer Palacios	5		1	57611	0	1	\$1.000	0.0	15.500	\$15.50
06/26/2021 21:30:11	5557	1	1	Officer Weinmann	8		1	77512	0	1	\$1.000	0.0	8.700	\$8.70
06/27/2021 14:05:51	5558	1	1	Officer Markham	9		1	53471	0	1	\$1.000	0.0	12.200	\$12.20

Monthly Report

Report Range: 06/01/2021 to 06/30/2021

DATA RANGE			
VEHICLE ID:	1	to	146
ACCT ID:	1	to	100

06/27/2021 20:48:52	5559	1	1	Officer Orms	8	1	77628	0	1	\$1.000	0.0	10.800	\$10.80
06/28/2021 13:20:56	5561	1	1	Officer Orms	8	1	77742	0	1	\$1.000	0.0	9.200	\$9.20
06/28/2021 22:42:23	5562	1	1	Officer Weinmann	7	1	69186	0	1	\$1.000	0.0	14.400	\$14.40
06/29/2021 12:01:05	5566	1	1	Officer Frasier	6	1	73861	0	1	\$1.000	0.0	10.300	\$10.30
06/30/2021 17:08:51	5570	1	1	Officer Palacios	5	1	57705	0	1	\$1.000	0.0	11.300	\$11.30
Subtotals for Acct: 100 Police											0.0	673.600	\$673.60

Transaction Count 52

PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
UNLEADED	673.60	\$673.60
TOTAL	673.60	\$673.60

Monthly Report

Report Range: 06/01/2021 to 06/30/2021

DATA RANGE			
VEHICLE ID:	1	to	146
ACCT ID:	1	to	100

Report Totals:	Total transactions	137	Average MPG	0.00
	Total Quantity	2,157.80	Total Amount	\$2,157.80

Daily Routine, clean bathrooms twice daily, pick up trash throughout entire park, change trash cans as needed, & water plants as needed

Cleaned up all trash around green barn

Pick up mattress and would out of dumpsters and next to them from the people redoing there huts

Mowed everything we possibly could in the park wasn't able to get across town and mow anything its just entirely too wet

Sprayed poison all over front the front of the park all the way to the rodeo arena and inside it had a good sunny day where it should work and take care of all the weeds and grass in places we wont be able to be in the next week because the fair will be going on

Gravelly mower broke a idler spring had to order one might be here Friday

Cleaned all the walking trail off where mud washes over down by the big bridge

Cleaned much off sidewalk in rodeo arena going to handicap ramp

Cleaned all brush where water washes over road going to pond

Put concrete out by cattle barn to slow down washing away of the screening/rock

Put concrete around spill over damn for pond so slow erosion down

Moved all benches from square that I needed to and put around pavilion for fair

Put out rock and screening in several places around pavilions and roads through park

Used backhoe to clean as much dirt and rock off road as I could

Helped replace locks on disc golf baskets Mowed what we could starting with rodeo arena and big parking lot

Went to Teague to pick up part for idler pulley on gravelly

Went and got plumbing supplys in case we need them during the fair

Got stage moved to new pavilion for fair

Went to mims creek and borrowed there pressure washer to clean the stage off and pressure wash all the concrete under the new pavilion where stage is

Had j&H electric plug up and inspect to make sure all plugs were working on stage

Have j&H electric fixing a short on a row that has 3 security lights on it and the rodeo consession stand light

Sprayed walking trail

Had help to finish on Friday mowing everything we could at park

Have man-lift j&h electric working on rodeo lights

Took man-lift across town to help street department out on signal light on mount street

Helped out with different projects throughout the week for fairboard to get ready for fair

Cleaned up from lemonade day on square

Got water turned on in different places and fixed water lines throughout the week of the fair

Had to fix electric at hog pens flood lights around show arena, the cattle barn, pavilion the stage and the walking trail lights and rodeo arena lights

Have had a man-lift to get all of this done

Power washed all of the vip boxes in the rodeo arena stands and washed the stage off and the pavilion

Brought loads of sand to rodeo arena for Clint to put inside the arena and pens

Got new toro mower

Help out the fairboard with any and everthing they needed to get through the week, me and Clint Minchew worked together on everything they needed and everything has went smooth

Got pallets of water for us at the city barn and got another pallet of water for the police

Blowed the square off and changed trash

Over all had a very long and busy fair week and got through it all really smoothly

Blowed the square off and changed trash that was needed to be changed

CRIMINAL ACTIVITY	
1. Criminal Homicide	0
(a) Murder & Non-Negligent Manslaughter	0
(b) Manslaughter by Negligence	0
2. Forcible Rape	0
3. Robbery	1
4. Aggravated Assault (4a-d)	1
5. Burglary-Breaking and Entering	3
6. Larceny-Theft	4
7. Motor Vehicle Theft	0
8a. Other Assaults	0
8b. Arson	0
9. Forgery-Counterfeiting	0
10. Fraud	0
11. Embezzlement	0
12. Stolen Property: Buy, Receive, Possess	0
13. Vandalism	1
14. Weapons: Carrying, Possessing, etc.	0
15. Prostitution & Commercialized Vice	0
16. Sex Offenses (Except 2 and 14)	0
17. Narcotic Drug Laws	0
18. Gambling	0
19. Offenses Against Family & Children	1
20. Driving While Intoxicated	0
21. Public Intoxication	0
22. Liquor Laws	0
23. Disorderly Conduct	0
24. Criminal Trespass	0
25. All Other Offenses (Except Traffic)	0
26. Gas Drive Offs	0
27. Warrant Arrest (Felony)	0
28. Warrant Arrest (Misdemeanor)	2
Chief of Police <i>David Bailey</i>	

NON-CRIMINAL ACTIVITY	
1. Abandoned Motor Vehicle	0
2. Alarm-Burglar	14
3. Alarm-Robbery	1
4. Ambulance Assist	1
5. Animal Calls	3
6. Assist Other Law Enforcement Dept	6
7. Assist-All Others	9
8. Safety Programs Completed	0
9. Attempt to Locate	11
10. Broken or Open Gate, Door, Window	0
11. Disturbance-In residence	7
11. Disturbance-All Other	10
12. Emergency Messages Delivered	0
13. Escorts	2
14. Fire Assist	1
15. Lost or Missing Person	1
16. Lost or Missing Property	2
17. Property Found	2
18. Prowler	0
19. Phone Harrassment	0
20. Suspicious Person	1
21. Suspicious Vehicle	3
22. Criminal Trespass Warning	4
23. Terroristic Threat	0
24. Civil Process Served	0
25. Public Contacts	272
ARREST ACTIVITY	
Felony	0
Misdemeanor	2
Traffic (custody)	1
Total Arrests	3

TRAFFIC ENFORCEMENT ACTIVITY	
Citations	14
Warnings	18
Total Violations	32
Minor in Possession of Tobacco	0
Minor in Possession of Alcohol	0
Making Alcohol Available to Minor	0
Minor Consuming Alcohol	0
ADMINISTRATIVE ACTIVITY	
Number of Reports Written	103
Number of Court Hours	0
Number of Safety Program Hours	0
Number Vehicles Inventoried	0
ACCIDENTS INVESTIGATED	
Fatal	0
Injury	1
Property Damage	6
Self Reporting (Blue Form)	4
Total Crash Reports Completed	11
VEHICLE DATA	
Miles Traveled	6128
Gallons of Fuel	0
Average Miles Per Gallon	###
Activity for the Month of:	
21-Jun	

MONTHLY FUEL REPORT
JUNE

UNIT NUMBER		MILEAGE		GALLONS OF FUEL		MILES PER GALLON
1		290				#DIV/0!
2		375				#DIV/0!
4		234				#DIV/0!
5		956				#DIV/0!
6		1062				#DIV/0!
7		588				#DIV/0!
8		1320				#DIV/0!
9		630				#DIV/0!
10		225				#DIV/0!
11		448				#DIV/0!
TOTAL		6128		0		#DIV/0!

2021 PD Monthly Call Volume Log

2019	911 Transfers	Direct Emergency Calls for Service	Direct Non-Emergency Calls for Service	911 Hang-up/Abandon calls	PD Calls Taken by SO	SO Calls Taken by PD	PD Calls to Assist Other Agencies	PD Direct Misc Calls	Animal Control	Public Works	Total Calls for the Month	Average Calls Per Day
January	30	24	65	8	2	31	5	289	15	9	478	47.80
February	44	37	94	8	4	63	4	346	10	167	777	77.7
March	35	36	76	1	8	35	11	312	10	3	527	52.7
April	40	37	104	1	7	20	8	361	17	10	605	60.5
May	36	18	98	1	7	30	11	294	12	2	509	50.9
June	51	19	101	1	3	42	4	370	4	2	597	59.7
July											0	#DIV/0!
August											0	#DIV/0!
September											0	#DIV/0!
October											0	#DIV/0!
November											0	#DIV/0!
December											0	#DIV/0!
Yearly Totals	236	177	538	20	31	227	43	1972	68	193	3493	349.3

FAIRFIELD POLICE DEPARTMENT

CALL VOLUME LOG 2020

June	Mnthly Ttls	Daily Avg
911 TRANSFER CALLS	51	1.64516129
PD DIRECT EMERGENCY CALLS	19	0.612903226
NON-EMERGENCY CALLS FOR SERVICE	101	3.258064516
911 HANGUP/ABANDON CALLS	1	0.032258065
PD CALLS TAKEN BY SO	3	0.096774194
SO CALLS TAKEN BY PD	42	1.35483871
PD CALLS TO ASSIST FCSO	4	0.129032258
MISC CALLS	370	11.93548387
ANIMAL CONTROL CALLS	4	0.129032258
PUBLIC WORKS CALLS	2	0.064516129

AGENCY ASSIST

307/320	6/1/2021		353			ASSIST FCSO	10-50 ROLLOVER/VEHICLE IN WATER HWY 84 E. BY CHILDREN'S HOME/WILL HEAD T ADVISED TO 10-22, PLENTY OF UNITS EN ROUTE/OCCUPANTS STILL IN VEHICLE UNI BACK EN ROUTE AT 0400/#210536
309/320	6/1/2021	429	431	434	453	ASSIST FCSO	ALL DEPUTIES AT 10-50 ON 84 E./POSSIBLE 10-50 AT 201MM, 45 AND CR 1200/MITSUI OUTLANDER/DROVE NORTH BOUND LN AND UTL, SAW CAR ON SOUTH BOUND SIDE AROUND AND THEN CHECK/MADE CONTACT WITH SUBJECT AT LOVES/MI-S0701450 KERRI#210538
304/308/320	6/5/2021	1703	1704			ASSIST FCSO	COPIED DIRECT/FCSO ADVISED FEMALE IN WHITE FORD ESCAPE WITH CO. PLATES HAS HEAI UNDERSTAND, ADVISED TO PULL OVER IF VEHICLE IS SPOTTED, POSSIBLY HEADED TO LENA'. HAS EYES ON HER AT 1707/ VEHICLE STOPPING BY LUTHERAN CHURCH AT 1708/CO-OBY533 308/304 ON WEST SIDE OF TOWN, WILL HEAD THAT WAY/308 EN ROUTE TO ASSIST AT 1710 22 @ 1713, FCSO HAS 3UNITS OUT WITH SUBJECT
305/318	6/7/2021	1532	1533			ASSIST EMS	FEMALE AT STONE LEAF APTS #605, TOOK A HANDFUL OF PILLS.
309/307	6/8/2021	2102	2103	2104	2125	AGENCY ASSIST	ASSIST FCSO AND TEAGUE PD AT FMC , BRINGING IN PT. FROM TEAGUE THAT WAS RESTRAINED/#210605
307/309	6/8/2021		2147	2149	2237	AGENCY ASSIST	TEAGUE PD ADVISED VIA RADIO, ADDITIONAL OFFICERS NEEDED AT FMC/1205 ADV EVERYTHING 10-4, SUBJECT IS RESTRAINED
307/309	6/8/2021	2259	2259			AGENCY ASSIST	JOHNNIE AT FCSO ADVISED ER REQUESTING ASSISTANCE/ SUBJECT IS TRYING TO ROUTE AS WELL/#210608
310/305	6/13/2021	1615	1615			JAIL ASSIST	INMATE FIGHTING AT LOC
309/320	6/16/2021			2201	2203	ASSIST FCSO	ASSIST 1211 ON TRAFFIC AT BROOKSHIRE'S
309/318	6/27/2021	510				ASSIST DPS	MM 181 DPS NEEDED SPANISH SPEAKING OFFICER

CRASH REPORTS

C-2021-0045	210614	6/11/2021	310/318	[REDACTED]	[REDACTED]	490 POST OAK	6/13/2021
C-2021-0046	210652	6/15/2021	308/317	[REDACTED]	[REDACTED]	75/84 VALERO	7/1/2021
C-2021-0047	210659	6/16/201	310/317	[REDACTED]	[REDACTED]	COURTHOUSE	6/17/2021
C-2021-0048	210663	6/16/2021	303/320	[REDACTED]	[REDACTED]	706 S. FAIRWAY	6/17/2021
C-2021-0049		6/19/2021	306/319	[REDACTED]	[REDACTED]		7/1/2021
C-2021-0050	210724	6/23/2021	304/318	[REDACTED]	[REDACTED]	1371 SFW	7/1/2021

C-2021-0051		6/30/2021	303/309/319			W SVC RD	7/1/2021
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OFFENSE REPORTS


2021-0100	210555	6/2/2021	INFO REPORT		420 MOODY	305/317
2021-0101	210571	6/4/2021	INFO REPORT		N/A	308/320
2021-0102	210569	6/5/2021	INFO REPORT		JERRY PETERSON	304/318
2021-0103	210576	6/5/2021	ASSAULT		PD	304/320
2021-0104	210577	6/6/2021	THREATS		1500 E COMM	308/318
2021-0105	210586	6/7/2021	BMV		426 N KEECHI	305/318
2021-0106	210587	6/7/2021	DRUGS FOUND		CEFCO	310/318
2021-0107	210588	6/7/2021	BMV		409 N HALL	305/318
2021-0108	210595	6/8/2021	THEFT		425 W COMMERCE	310/318
2021-0109	210597	6/8/2021	CT		420 MOODY	310/318
2021-0110	210606	6/8/2021	CT		299 I-45	309/320
2021-0111	210612	6/10/2021	ROBBERY		S BATEMAN	304/319
2021-0112	210649	6/14/2021	POSS. CONT. SUBSTANCE		RUTHERFORD	309/320
2021-0113	210683	6/18/2021	ASSAULT		600 S BATEMAN	303/318
2021-0114	210684	6/18/2021	ARREST		125 NEWMAN	308/318
2021-0115	210685	6/18/2021	ATTEMPTED BREAK IN		FMC	304/318
2021-0116	210691	6/20/2021	INFO REPORT		920 W COMM #6	304/317
2021-0117	210692	6/21/2021	BURG OF BUILDING		503 E COMMERCE	310/317
2021-0118	210700	6/21/2021	INFO REPORT		522 WEST ST	305/317
2021-0119	210701	6/21/2021	BURG OF BUILDING		425 W COMMERCE	310/317
2021-0120	210712	6/21/2021	INFO REPORT PO VIO		839 E COMMERCE	305/317
2021-0121	210719	6/23/2021	FOUND CHILD		839 E COMMERCE	303/318
2021-0122	210722	6/23/2021	CT		500 I45	308/318
2021-0123	210723	6/23/2021	CRIM MISCHIEF		448 S BATEMAN	304/318
2021-0124		6/24/2021	THEFT		ROB'S LAUNDRY	308/319
2021-0125		6/25/2021	CT		FUEL MAXX	309/319
2021-0126		6/26/2021	THEFT		128 CARTER ST	309/319
2021-0127	210736	6/28/2021	THEFT		420 MOODY	304/318
2021-0128	210747	6/30/2021	ARREST		500 I45	305/318

ARREST LOG

1	2021-0112/210649	6/14/2021	POSS. CONT. SUBSTANCE	[REDACTED]	Y	W	M	[REDACTED]
2	2021-0114	6/18/2021	ARREST	[REDACTED]	N	B	M	[REDACTED]
3	2021-0128	6/30/2021	ARREST	[REDACTED]	N	W	M	[REDACTED]

ANIMAL CONTROL

6/3	AC	927	928		SKUNK		[REDACTED]	CALLED ADKINS	SKUNK ACROSS FROM 544 LOVERS LANE IS ATTACKING A DOG.
6/5	AC	2146	2151		SMALL BLACK/BROWN PUPPY	VALERO 75&84	[REDACTED]	TEXT ADKINS	903-519-4810/WESTON WHITESIDE ADVISED STRAY PUPPY AT VALERO/SMALL BLACK AND BROWN/TEXT DAVID AT 2151 AND HE CALLED BACK AT 2152 AND ADVISED HE IS EN ROUTE/#210582
6/12	305/318	756	0759		BLK&BRN GERMAN SHEP AND BLUE TICK COON	202 GREG	[REDACTED]	VERBAL WARNING	DOGS RUNNING AT LARGE.
6/17	309/320	2143	2144		DOG IN CAR	FAIRGROUNDS	[REDACTED]	ADVISED OFFICER	903-388-0339/DEBORAH DAY ADVISED OF DOG IN CAR WITH WINDOWS UP, NOT RUNNING/FAIRFROUNDS, DANIELS CAMP/MSH2718 WILLIAMS, TRACY/RP CALLED BACK AND ADVISED OWNERS OF VEHICLE LEFT/#210681
6/19	308/319	16:34			DOG BITE	723 DEEJAY	[REDACTED]	CITATION	DOG IS AN 11 YO BLUE PITT. DOG RAN ACROSS THE STREET AND BIT A CHILD. CITATION WAS ISSUED FOR DOG AT LARGE #040421

6/20	308/317	1055			DOG AT LARGE	723 DJ	M GATSON	WARNING 023476	DOG INVOLVED IN BITE INCIDENT FROM YESTERDAY IS BACK OUT
6/23	306/320	57	59		SIBERIAN HUSKY/BLACK AND WHITE, BLUE EYES	366 HEIL		OFFICER CALLED	911 TRANSFER/903-390-6628/366 HEIL/AVERY MILLS STATES HE THINKS SOMEONE STOLE HIS SIBERIAN HUSKY, BALTO, BLACK AND WHITE WITH BLUE EYES/306 SPOKE WITH HIM AND ADVISED HIM TO WAIT UNTIL MORNING AND CALL ADKINS AND SEE IF HE WAS PICKED UP, IF NOT TO CALL BACK TO PD/#210730
6/30	310/318	811	811	0817	LOOSE DOG	111 HARMON		VERBAL WARNING	RESIDENT ADVISED OF LEASH LAW

Month June, 2021

Unit #	Year	Make/Model	Driver/s	Ending Mileage	Traveled	MVI	License Plate
01	2010	Ford pickup	Utsey	41190	290	9/21	109-2054
02	2010	Ford Expedition	Gallegos	41606	374	9/21	109-2044
04	2010	Crown vic	Hernandez	104508	235	6/22	109-2039
05	2008	Crown Vic	Scarrow	57729	956	5/21	102-8194
06	2009	Ford/SUV	Price	73917	1062	3/21	120-8181
07	2015	Ford/SUV	Markham	69255	588	9/21	114-9068
08	2015	Ford SUV	Ashley	77842	1320	3/21	132-0851
09	2020	Chev Tahoe	Bates	5432	630	3/22	135-8948
10	2020	Chev Tahoe	Cox	7000	225	3/22	143-1975
11	2020	Chev Tahoe	Alexander	6348	448	3/22	135-8945

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month June

Year 2021

Municipal Court for the City FAIRFIELD MUNICIPAL COURT

Presiding Judge

If new, date assumed office

Court Mailing Address 222 S MOUNT ST

City FAIRFIELD

, TX Zip 7-5840

Phone Number (903) 389-2337

Fax Number

Courts Public Email

Court's Website

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT

Prepared by

Date Jul 6, 2021

Phone Number (903) 389-2337

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION

P O BOX 12066

AUSTIN, TX

78711-2066

PHONE: (512) 463-1625

FAX: (512) 936-2423

CRIMINAL SECTION

City of FAIRFIELD MUNICIPAL COURT

Month June Year 2021

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	1,354	98	0	1	1,130	41
a. Active Cases	681	69	0	1	544	39
b. Inactive Cases	673	29	0	0	586	2
2. New Cases Filed	9	1	0	0	2	8
3. Cases Reactivated	5	0	0	0	3	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	695	70	0	1	549	47
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	5	1	0	0	3	2
b. Dismissed by Prosecution	0	0	0	0	0	0
7. Dispositions at Trial:						
a: Convictions						
1) Guilty Plea or Nolo Contendere	0	0	0	0	0	0
2) By the Court	0	0	0	0	0	0
3) By the Jury	0	0	0	0	0	0
b: Acquittals:						
1) By the Court	0	0	0	0	0	0
2) By the Jury	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a: After Driver Safety Course	1					
b: After Deferred Disposition	2	0	0	0	1	0
c: After Teen Court	0	0	0	0	0	0
d: After Tobacco Awareness Course					0	
e: After Treatment for Chemical Dependency				0	0	
f: After Proof of Financial Responsibility	0					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	2	0	0	0	1	0
10. Total Cases Disposed	10	1	0	0	5	2
11. Cases Placed On Inactive Status	3	1	0	0	0	0
12. Total Cases Pending End of Month:	1,353	98	0	1	1,127	47
a: Active Cases	682	68	0	1	544	45
b: Inactive Cases	671	30	0	0	583	2
13. Show Cause Hearings Held	0	0	0	0	0	0
14. Cases Appealed:						
a: After Trial	0	0	0	0	0	0
b: Without Trial	0	0	0	0	0	0

ADDITIONAL ACTIVITY

Court FAIRFIELD MUNICIPAL COURT	Number Given	Number Requests For Counsel
Month June Year 2021		
1. Magistrate Warnings:		
a. Class C Misdemeanors	0	
b. Class A and B Misdemeanors	0	
c. Felonies	0	
		TOTAL
2. Arrest Warrants Issued:		
a. Class C Misdemeanors		4
b. Class A and B Misdemeanors		0
c. Felonies		0
3. Capiases Pro Fine Issued		2
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		0
9. Magistrate's Orders for Ignition Interlock Device Issued		0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
11. Driver's License Denial, Revocation or Suspension Hearings Held		0
12. Disposition of Stolen Property Hearings Held		0
13. Peace Bond Hearings Held		0
14. Cases in Which Fine and Court Costs Satisfied by Community Service:		
a. Partial Satisfaction		0
b. Full Satisfaction		0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		0
16. Cases in Which Fine and Court Costs Waived for Indigency		0
17. Amount of Fines and Court Costs Waived for Indigency		\$0.00
18. Fines, Court Costs and Other Amounts Collected:		
a. Kept by City		\$2,753.63
b. Remitted to State		\$1,523.27
c. Total		\$4,276.90

JUVENILE / MINOR ACTIVITY

Court FAIRFIELD MUNICIPAL COURT	TOTAL
Month June Year 2021	
1. Transportation Code Cases Filed	0
2. Non-Driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	0
5. Tobacco Cases Filed	0
6. Failure to Attend School Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed	0
9. All Other Non-Traffic Fine-Only Filed	0
10. Transfer to Juvenile Court: a. Mandatory Transfer	0
b. Discretionary Transfer	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed	0

Payments received from Jun 1, 2021 through Jun 30, 2021

Totals By Cost

Cost Description	Amount
LTF	18.00
LTPF	60.00
MCBS	58.80
MCTF	48.00
SCF	1.20
SCF	744.00
ADMIN FEE	0.00
ARREST FEE	30.00
DEF BOND ACCT	371.00
COLLECTION FEE	232.92
CCC-1123	240.00
CHILD-SCH-0116	0.00
TECH FUND	11.50
DPS FTA/PAY FEE	60.00
FUGITIVE APR	5.00
FINE - NT	546.40
FINE - TRAFFIC	1086.70
IDF	8.00
JUDICIAL FUND	24.00
JURY FEE	16.00
State Moving	0.30
OMNIBASE	160.00
STATE TRAF FEE	120.00
STF 50	300.00
TRUANCY PREVENT	6.00
TECH FUND	0.00
TP FEE - 0126-7	0.00
TFC	12.00
WARRANT FEE	350.00
Total Amount	\$4509.82

Totals By G/L Number

Account Number	Amount
00010141290000	930.00
111913073	2247.50
11000000000000	371.00
00000000000001	392.92
111313073	546.40
00004100000831	22.00
Total Amount	\$4509.82

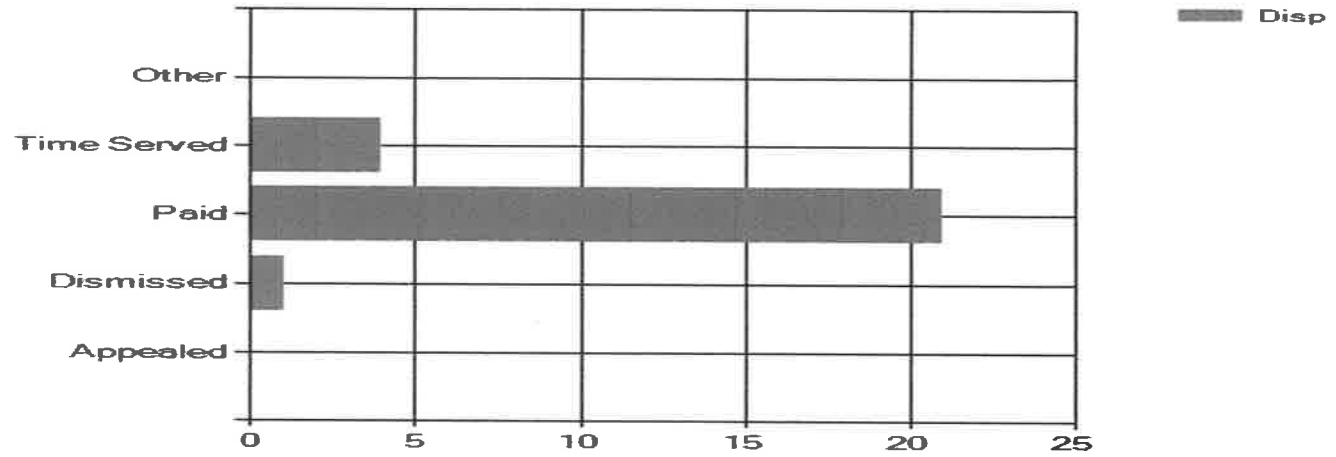
Amount of Bond Transferred To Payment

Total Deposit

\$4,509.82

FAIRFIELD MUNICIPAL COURT

Cases Disposed From Jun 1, 2021 through Jun 30, 2021



Disposition Method	Number.
Appealed	0
Dismissed	4
Paid	21
Time Served	0
Other	0
Total Dispositions	25



June 2021 MVBA Collection Report

Defendant Amount Paid	Collections Fee	Total Kept by City
\$1009.32	\$232.92	= \$776.40

3 Defendants Paid in Full

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
City of Fairfield Municipal Court
September 18, 2019 - June 30, 2021

Phones	Number of Accounts	Amount Due
Accounts with at least one Good Phone	1,012	330,750.89
Accounts with no phone or only Bad Phones	448	142,936.12
Total	1,460	473,687.01

Addresses	Number of Accounts	Amount Due
Good Address	981	315,626.53
Bad/Incomplete Address	20	4,589.60
Bad/Returned Address	350	120,011.85
Outside of Texas Address	109	33,459.03
Total	1,460	473,687.01

Age of Offense	Number of Accounts	Amount Due
Less Than a Year	27	9,737.00
One To Three Years	74	27,340.36
Three To Five Years	55	19,250.40
More Than Five Years	1,304	417,359.25
Total	1,460	473,687.01

Age at time of Placement	Number of Accounts	Amount Due
Less Than a Year	96	35,183.26
One To Three Years	45	15,991.30
Three To Five Years	105	38,186.85
More Than Five Years	1,214	384,325.60
Total	1,460	473,687.01

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
City of Fairfield Municipal Court
September 18, 2019 - June 30, 2021

Status	Number of Accounts
ACT - ACTIVE ACCOUNT	1,427
CIA - CLIENT INQUIRY NEEDED	1
NEW - NEW STATUS	18
NSR - NO SKIP TRACE RESULTS	9
PPA - PARTIAL PAYMENT ARRANGEMENT	5
Total	1,460

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
Updates Received from Court
City of Fairfield Municipal Court
September 18, 2019 - June 30, 2021

	2019		2020		2021	
	Payments	Adjustments	Payments	Adjustments	Payments	Adjustments
January			6	5	1	2
February			0	3	1	1
March			5	4	1	1
April			1	2	7	2
May			2	4	0	0
June			0	2	5	6
July			0	0		
August			0	4		
September	0	0	1	1		
October	3	4	1	1		
November	4	10	4	2		
December	0	1	3	3		

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
City of Fairfield Municipal Court
September 18, 2019 - June 30, 2021

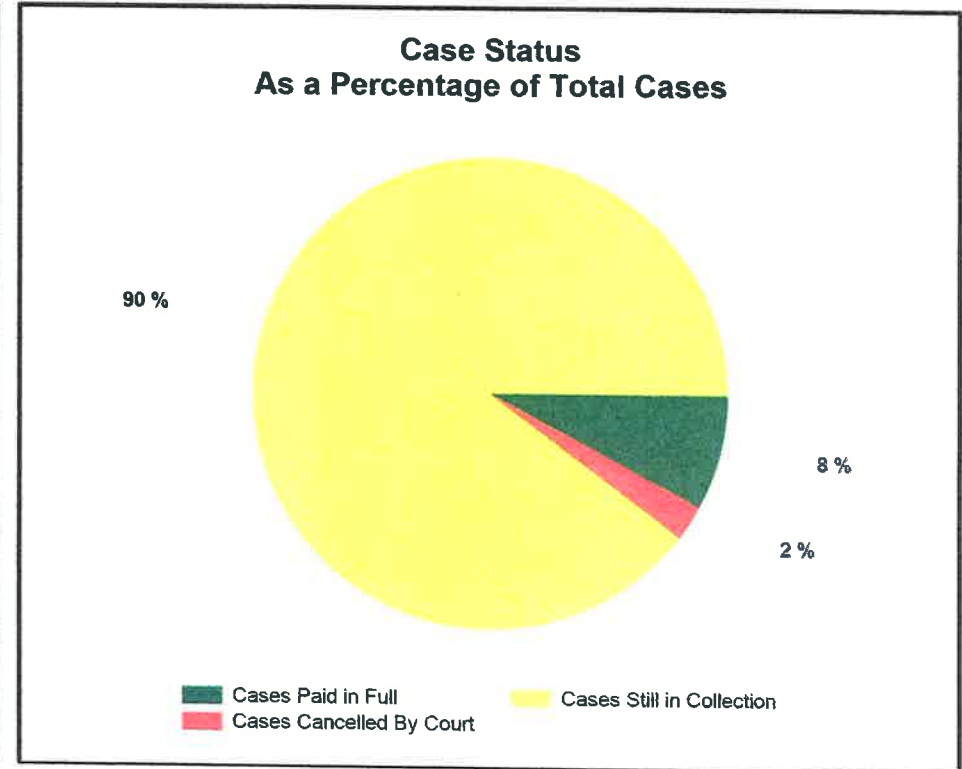
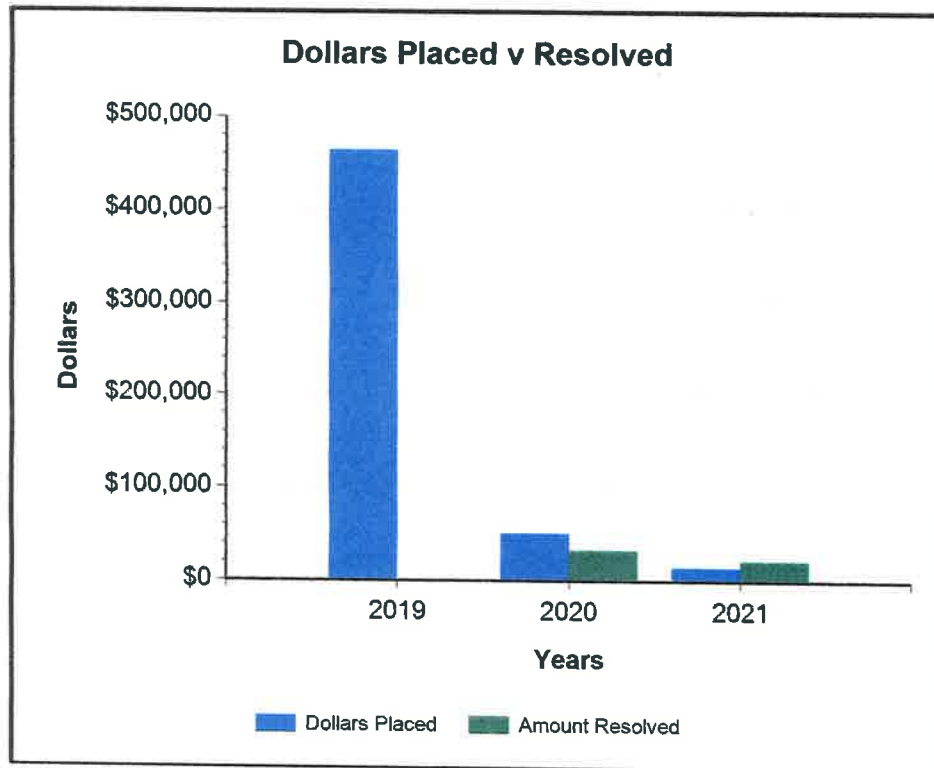
For Fiscal Year 2021	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Cases Placed	16	5	20	
Dollars Placed	\$5,760.17	\$2,281.50	\$6,966.70	
Cases With Partial Payment	0	2	3	
Partial Payments Reported	\$0.00	\$293.00	\$169.33	
Cases Paid in Full	12	12	27	
Dollars Paid in Full	\$3,281.10	\$4,055.33	\$9,404.07	
Cases Cancelled By Court	0	3	13	
Dollars Cancelled By Court	\$0.00	\$1,040.65	\$4,267.00	
Cases Resolved	12	15	40	
Dollars Resolved	\$3,690.45	\$5,122.65	\$13,247.57	

For Fiscal Year 2021	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Number of Postcards Mailed	8	10	23	
Number of Letters Mailed	161	1,232	140	
Number of Calls Made	224	190	110	
Number of Calls Received	7	23	44	
Number of Text Messages Requested	4	652	1,134	

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
City of Fairfield Municipal Court
September 18, 2019 - June 30, 2021

FY: October - September	FY 2018	FY 2019	FY 2020	FY 2021	Total	%
Cases Placed	0	1,400	187	41	1,628	
Dollars Placed	\$0.00	\$464,052.06	\$50,802.03	\$15,008.37	\$529,862.46	
Cases With Partial Payment	0	0	2	3	5	
Partial Payments Reported	\$0.00	\$0.00	\$515.00	\$462.33	\$977.33	
Cases Paid in Full	0	0	78	51	129	7.92%
Dollars Paid in Full	\$0.00	\$0.00	\$25,651.26	\$17,355.84	\$43,007.10	8.12%
Cases Cancelled By Court	0	2	21	16	39	2.40%
Dollars Cancelled By Court	\$0.00	\$923.00	\$6,297.90	\$5,307.65	\$12,528.55	2.36%
Cases Resolved	0	2	99	67	168	10.32%
Dollars Resolved	\$0.00	\$923.00	\$33,015.23	\$22,060.67	\$55,998.90	10.57%
Cases Still in Collection					1,460	89.68%
Dollars Still in Collection					\$473,863.56	89.43%

McCreary, Veselka, Bragg & Allen, P.C.
Collection of Delinquent Fines Fees
City of Fairfield Municipal Court
September 18, 2019 - June 30, 2021





**President's Report for the Fairfield City Council
As of July 7, 2021**

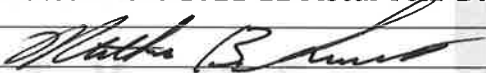
From
David Fowler, President
Fairfield Economic Development Corp.
101 S. Mount St., Fairfield, TX 75840-1531
W: (903) 389-7059
dfowler@fairfieldtx.com
www.FairfieldTX.com

President's Report

July 7, 2021

1. The City of Fairfield is working on a 5-Year Strategic Plan and one part of that plan is I-45 Development. Nate Smith and I have been discussing ideas and strategies for this part of the plan. We have reached out to Retail Coach, a retail recruiting and marketing company that helps small towns such as ours plan for development and retail opportunities. We had a Zoom call last week and the Retail Coach team is going to provide us some data and ideas as to what Fairfield can reasonably expect in development and recruitment of retail opportunities on I-45, including but not limited to the land that will become available once the new frontage roads, entrance ramps and exit ramps are in place. The Retail Coach team agrees that the development in that area will be a mixed-use type of development.
2. EDA Grant Update on Old Mexia Road: I talked to Bob Thurber with KSA Engineering today and they are responding to the Corp of Engineers required documents at this time. This is one of the necessary items to check off to move the grant process forward to the next level. All appears to be going well.
3. Update on Project Lott: Lott Physical Therapy is now open to the public. I talked with Lisa Lott this morning and she is glad to be in the new facility and grateful to all the FEDC Board and the City for help in the project. All employees were retained in the move, and they are presently looking to hire more.
4. Project Fred's Update: The contractors for TSC had already begun work on the building before Lott moved out of the building and have begun to demo the inside of the building. TSC has a target opening on September 1, 2021.
5. Project Blacklidge Update: The emulsion plant in the new Industrial Park South is moving forward with great progress. Rock is being placed around the drive areas at this time.
6. Project Norwesco Update: The contractor for Norwesco has removed the trees from the 2.14-acre lot in the Industrial Park North and is currently grading the land in preparation for the yard expansion.
7. Fun Town RV Update: Fun Town has been working on their new building at the former Green Energy location and has installed new perimeter security fence around the yard area. They have also worked on the stabilization around the buildings and the yard.
8. The washed-out crossing at Cotton Wood Creek going into the industrial park just past Fun Town RV has been fixed by XTO Energy.
9. I have been in contact with Curtis Evans from Keller Williams who has a client that is looking for a 10K square foot building and up to 5 acres of land for a trucking and distribution facility. This company is from Kentucky and has looked at Fairfield before about 18 months ago. I have proposed a build to suit leaseback to the company with the grant of land in the Industrial Park South. Company officials are coming to Texas in the near future for a tour in the greater Texas area and hopefully will come to Fairfield.
10. *Note* This item was added after the President's Report and is an information item for the benefit of the City Council. The FEDC received an application for the new Façade Grant and is pleased to announce it has been awarded. Owner Gaye Tatum of The Warehouse, located at 235 South Fairway at the former Ballard AC and Electrical building, submitted estimates for \$3,000 for a new sign and will receive the \$1,000 maximum. All funds are granted after the work is done and receipts submitted and is a dollar-for-dollar matching grant up to a maximum of \$1,000.
11. Next meeting is August 4, 2021.

**City Council
City of Fairfield, Texas
Agenda Action Form**

AGENDA DATE:	July 13, 2021	AGENDA ITEM	Planning Grant Authorization
AGENDA SUBJECT:	DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING THE CITY ADMINISTRATOR TO ISSUE REQUEST FOR PROPOSALS FOR APPLICATION AND PLAN WRITING SERVICES TO THE 2021 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PLANNING AND CAPACITY BUILDING FUND.		
PREPARED BY:	Nate Smith	Date Submitted:	July 8, 2021
EXHIBITS:	Brochure; explanation of planning studies		
BUDGETARY IMPACT			
Matching funds would need to be appropriated in the 2021-22 Fiscal Year Budget			
CITYADMINISTRATOR APPROVAL:			

SUMMARY:

The city's Comprehensive Plan, adopted in 2002, is reaching the end of its shelf life in 2022. The city is eligible for another Texas Community Development Block Grant for a new 10-year Comprehensive Plan. This grant is from a different fund, Planning and Capacity Building Fund, than the Water Tower project, the Community Development Fund. Like the Community Development Fund, the city has not received a grant from the Planning and Capacity Building Fund for quite some time. The application for the planning grant would not affect the water tower grant application, which is due to be awarded in the late summer or early fall, according to GrantWorks.

The city is eligible for a grant up to \$45,000 for this plan. The matching fund requirement for the grant would be 15 percent. GrantWorks, the firm who brought this grant opportunity to our attention, can do the studies that we require for \$62,195. With the matching funds of \$9,329 and the overage, the city would have to appropriate up to \$26,524 in its next budget should we receive the grant. Based on our recent survey work and the fact we have not received a grant in quite some time, we should rank high on the application scale.

The city's Comprehensive Plan can include the following studies:

1. Base Planning Activities (population, land use, housing)
2. Street Conditions
3. Water System
4. Wastewater System
5. Storm Drainage System
6. Capital Improvements Program
7. Thoroughfares (Stop signs, lights, etc.)
8. Central Business District (Downtown, the Square)
9. Parks and Recreation
10. Zoning Ordinance
11. Subdivision Ordinance (We have a subdivision ordinance on the books already)

--

RECOMMENDED ACTION:

Recommend approval



SUMMARY OF COMPREHENSIVE PLANNING

The core of the GrantWorks Planning Department's work is the creation of Comprehensive Plans. We have written over 200 of these documents and so have extensive experience with them. A typical comprehensive plan will generally cover the "Base" studies which include the Population, Housing, and Land Use Studies, the infrastructure studies which include the Water, Sewer, Streets, and Drainage Studies, and also can include Thoroughfare, Central Business District, and Parks and Open Space Studies. Almost all plans also include a Capital Improvements Program.

The **Population Study** studies past population trends of the City, County, and other cities in the region in order to project population through the end of the planning period. Different projection methods are used including a linear regression analysis of Census data, a geometric extrapolation of recent Census data, an extrapolation of Texas State Data Center growth scenarios, and Texas Water Development Board Municipal Water User Group projections. We use the population projection throughout the rest of the comprehensive plan in order to determine whether current systems have the capacity to serve any future increase in population.

The **Housing Studies** begin with a detailed inventory of the housing in the City, which is accomplished through a parcel by parcel survey of the City. An outside visual inspection of every residential structure in the City and its ETJ is input into GIS mapping software during field work and each structure is mapped as either stick-frame or manufactured housing which is occupied or vacant in standard, deteriorated, or dilapidated condition. Multifamily structures are also recorded during this process. Community input is used to determine housing needs such as whether the City feels it needs more affordable rental housing. A population projection, combined with the data just described above, is then used to determine whether there will be a housing deficit or a housing surplus in the future. An estimate is made of how many new housing units the City will need to build, replace, or repair within the planning period.

The **Land Use Study** begins with a detailed inventory of existing land use. The existing land use inventory is accomplished through a detailed parcel-by-parcel inspection in the field. When available, land use is then verified through parcel data that is provided by County Appraisal Districts. Future Land Use is mapped by studying City Ordinances which affect land use such as Zoning Ordinances and Flood Damage Prevention Ordinances. Environmental constraints such as soil buildability and floodplains are also used to determine areas of cities that are more likely or less likely to grow. A Developable Lands Map is also produced which shows the areas where the City has the most potential to grow. We also host planning workshops in order to obtain the public's vision for how land use should or should not change in the City's future. Using mainly these techniques we map Land Use and Future Land Use for our clients.

The **Water and Sewer Studies** are written by a Professional Engineer with a Texas professional license. Compliance Investigations from the Texas Commission on Environmental Quality (TCEQ) are obtained and past TxCDBG project history details from the Texas Department of Agriculture (TDA) are obtained. Line and component data are generally collected from the City Engineers or from the City itself. The data is analyzed and determinations are made as to whether the systems meet standards and criteria from TCEQ and other organizations, problems with the systems are prioritized, and suggested system improvements are proposed. Capacity to accommodate future population growth is also studied. Input from the City is collected in the form of water and sewer questionnaires which are given to the City's Public Works Director to complete.

The **Drainage Studies** are also written by a Professional Engineer and begin with a very detailed inventory of culverts, drainage channels, bridges, underground drainage pipes, and drainage inlets in the City and its ETJ. This is done through physical inspection in the field where culvert materials, sizes, and conditions are collected and mapped using GIS. During a public workshop, residents and councilmembers delineate problem drainage areas in the City and these are also mapped. These problems are prioritized and a Professional Engineer then proposes solutions to mitigate these problem drainage areas.

The **Streets Study** begins with a detailed inventory of the conditions, width, and material of all City, County, and TxDOT roads in the City limits and in the City's ETJ. These are mapped in the field using GIS. Input from the City is collected via a questionnaire generally completed by the City's Public Works Director. Problems with the City's street network are prioritized and then all City-maintained streets in fair and poor condition are scheduled for seal-coating, overlaying, or reconstructing based on the streets' conditions. These improvements are always phased with water and/or sewer improvement phases in order to avoid the problem of rehabilitating a road only to have it torn up soon for water and/or sewer improvements.

The **Thoroughfares Study** begins with a detailed inventory of all traffic signals and signs that regulate traffic flow within the City and its ETJ. During a public workshop, input on dangerous intersections and traffic congestion is collected. An analysis of major thoroughfares is made to determine if traffic circulation needs to be improved or if improvements are needed in the City's bicycle and pedestrian infrastructure. Missing or faded signs are scheduled for replacement and recommendations for new signs, traffic signals, crosswalks, and other improvements are made.

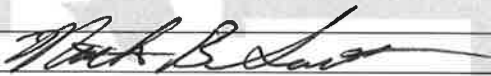
The **Central Business District Study** begins with the City's determination of the boundaries of their Central Business District. Generally, these will be a historic shopping area in the center of a city. Most of these old downtowns in Texas were originally built for pedestrian access but have fallen into disuse over the years due to competing commercial developments along highways or in other parts of the cities. Many Texas cities attempt to revitalize these areas, and the Central Business District Study suggests ways to do this. First of all, an inventory of all buildings, amenities (benches, trash cans, planters, landscaping, ADA ramps, etc.), parking

spaces, traffic signs and lights, sidewalks, street lighting, and other information is mapped in GIS. Based on public and city input, improvements are suggested for the Central Business District. These are generally related to amenities in the Central Business District, although parking, sidewalks, lighting, and other improvements are also suggested.

The **Parks and Open Space Study** begins with an inventory of all the existing parks in a town, what equipment they contain, and whether any of that equipment is damaged. Damaged equipment is scheduled for repair or replacement. These studies analyze the City's recreational needs in two ways: the standards-based assessment and the needs-based assessment. For the standards-based assessment, we compare the existing inventory of recreational facilities to national standards from the National Recreation and Park Association and the State of Colorado's standards for small communities, noting any areas where the City is deficient in its inventory. For the needs-based assessment, we distribute a parks and recreation questionnaire in which we ask what needs and desires the City's residents have for recreational facilities. These are distributed to the ISD, the City, and other community groups and churches if possible. Improvement suggestions are then made and scheduled in phases, in order to meet both standards and the specific desires of the population.

The **Capital Improvements Program** collects all the capital improvement projects from the different studies in the plan and determines the City's financial capacity to implement them. Recommendations regarding the City's capacity to issue debt are detailed, and the first five years of such projects are scheduled.

**City Council
City of Fairfield, Texas
Agenda Action Form**

AGENDA DATE:	July 13, 2021	AGENDA ITEM	Accept Resignation of Markeisha Cox
AGENDA SUBJECT:	DISCUSSION AND POSSIBLE ACTION ON ACCEPTING THE RESIGNATION OF POLICE OFFICER MARKEISHA COX		
PREPARED BY:	Nate Smith/David Utsey	Date Submitted:	July 9, 2021
EXHIBITS:	None		
BUDGETARY IMPACT			
CITYADMINISTRATOR APPROVAL:			

SUMMARY:

Police Officer Markeisha Cox has submitted her resignation from the Fairfield Police Department. She has served the city well and is welcome back any time.

RECOMMENDED ACTION:

Recommend accepting Officer Cox's resignation

June 15, 2021

Fairfield Police Department

839 E. Commerce St.

Fairfield, TX 75840

RECEIVED
6/16/21

COPY

Dear Chief David Utsey ,


Please accept this letter as my formal letter of resignation effective from two weeks on Tuesday, June 29th, 2021 I appreciate the opportunity for growth and development during my time serving as a Texas Peace Officer for the city of Fairfield, Texas. Thank you for the continual guidance, support, and training. This department exhibits what true family should be, and I am extremely thankful for that. I strive to continue to execute all job duties until my last day of employment.

Respectfully Submitted,



Markeisha Cox

**City Council
City of Fairfield, Texas
Agenda Action Form**

AGENDA DATE:	July 13, 2021	AGENDA ITEM	Phase III Water Loop Project
AGENDA SUBJECT:	DISCUSSION AND POSSIBLE ACTION ON A PROPOSAL FROM HAYTER ENGINEERING TO DESIGN AND SUPERVISE BIDDING AND CONSTRUCTION OF EXTENDING A 6" WATER LINE ON COUNTY ROAD 606, OR PHASE III OF THE CITY'S WATER LOOP PROJECT		
PREPARED BY:	Nate Smith	Date Submitted:	July 8, 2021
EXHIBITS:	Proposal of services		
BUDGETARY IMPACT			
This phase is to cost approximately \$220,000; It will be paid out of fundws from the Water Loop Project fund.			
CITYADMINISTRATOR APPROVAL:			

SUMMARY:
Phase III of the city's Water Loop project is extending a 6" water line along County Road 606, and looping that end of the city's water system. The funds for the project come from the Water Loop fund.
RECOMMENDED ACTION:
Recommend approval



December 10, 2020

Mr. Kenneth Hughes, Mayor
City of Fairfield
425 W. Commerce Street
Fairfield, Texas 75480

Re: Exhibit C – Scope of Services
County Road 606 Waterline Extension

Mayor Hughes:

Thank you for giving Hayter Engineering the opportunity to provide this agreement to the City of Fairfield regarding the extension of the 6" waterline along County Road 606 west to US Hwy 84. It is my understanding that the City has selected Hayter Engineering based upon our ability and experience, as is required by the Texas Engineering Practice Act.

The goal of the project is to loop the dead-end 6" line along the west side of the IH 45 service road which currently ends approximately 700 feet north of the Church Street bridge.

Below you will find Hayter Engineering's understanding of the project as well as the proposed scope of services.

PROJECT UNDERSTANDING

A. General

In order to reduce water waste due to flushing and to have higher pressure in this area, the existing dead-end 6" line will be extended south along the IH 45 service road then west along the north side of CR 606 to tie into the proposed 12" water line on the east side of SH 84 planned to serve the Boyd Prison. The proposed water line is approximately 5,400 linear feet.

The improvements will be designed to Texas Commission on Environmental Quality (TCEQ) standards.

SCOPE

B. Design Engineering Phase Services

1. Design Engineering

a. Plan Preparation

- Design of water line extension along the route described above. Design of isolation valve locations, connections to existing line, and flush valve locations will be included. Submission of a TxDOT right-of-way permit is not included in this task, but can be added as an additional service as described in Section F as well as in Exhibit B.
- Coordination with system personnel on preferences of components and location of water line replacement route.

b. Contract Document Preparation

- Hayter Engineering's typical front-end documents will be used.
- Technical specifications will be prepared.

c. A final design opinion of probable construction cost (OPCC) will be developed for the project.

Practical Infrastructure Solutions

4445 SE Loop 286 | Paris, TX 75460 | haytereng.com

Engineering: 512 | Fax: 512 | 10023600 | OSBP/EIS #603 | ASBP #2521 | LA #11652

Texas | Oklahoma | Arkansas | Louisiana



- d. An internal QA/QC will be performed by another Professional Engineer not involved with this project.
- e. The plans and specifications will be sent to TCEQ for review and approval.

C. Bid & Award Phase Services

1. Assist the City of Fairfield in advertising for bids for a single prime contractor to perform the work.
 - a. An advertisement for bids will be posted on CivCast.
 - b. Provide contract documents and drawings to contractor and suppliers as requested. Both electronic and hard copies will be available.
 - c. Respond to up to 2 contractor and supplier questions & RFI's
 - d. Prepare up to 2 addenda as appropriate to interpret, clarify, or expand the bidding documents.
2. Conduct 1 bid opening at the Hayter Engineering (via Zoom) and prepare bid tabulation.
3. Review low bidder qualifications, bid bond, prepare award recommendation, and issue Notice of Award.
 - a. This task will include a presentation to the City Council for the recommendation of award (if requested)
4. Prepare contract documents for execution and review for completion.
 - a. Submit executed contract documents for approval and permission to issue Notice to Proceed.

D. Construction Review Phase Services

1. Conduct 1 preconstruction conference (via Zoom) and issue preconstruction conference notes.
2. Issue Notice to Proceed.
3. Review submittals and shop drawings for conformance to specifications.
4. 1 site visit will occur per month (for 4 months) to verify quantities on pay applications and to observe the general conformance of construction to the plans and specifications.
5. Respond to up to 2 requests for information (RFI's) from the contractor.
6. Prepare and execute up to 2 change orders.
7. Review up to 4 monthly pay applications for accuracy and prepare recommendation for payment.
8. Conduct one Prefinal Inspection, create Prefinal Inspection Punchlist, and distribute to City and Contractor.
9. Coordinate with City personnel on punchlist progress, completion, and scheduling of project closeout.
10. Project closeout documentation. This task will include a presentation to the City Council for the recommendation of the final pay request and the final change order (if requested).

E. Project Management and Coordination

These activities shall include the time required for task leadership and direction, telephone and written communication, project status updates, personnel and data management, general project management activities, and administrative services. The time for these activities is incorporated in the various phases of this project.

F. Additional Services

Additional services likely to be required at this time are as follows:

1. Design Surveying
 - a. Perform and prepare topographic survey of the route from the end of the dead-end water line to SH 84 as described above.
 - i. The pipe will be placed on TxDOT right-of-way along IH 45 service road.
 - ii. The pipe will be placed inside of right-of-way along the north side of CR 606.
 - iii. The topographic survey will be prepared in AutoCAD Civil 3D;
2. TxDOT right-of-way (crossing) permit;
3. Record drawings; and
4. Warranty review.

Pricing for these services is shown in Section H below.

Services in addition to those defined above are not included; however, can be performed, with approval. These additional services will be performed based upon a negotiated fee or on a reimbursable, time and materials basis. Additional services include, but are not limited to:

1. Additional meetings other than those listed above;
2. Brush clearing for surveying;
3. Additional monthly applications for payment, change orders, field changes, and RFI's.
4. Stormwater Pollution Prevention Plan;
5. Water modeling;
6. Easement preparation or acquisition;
7. Application for financial assistance;
8. Public outreach such as meetings with concerned citizens; and
9. Construction material testing.

G. Limitations and Exclusions

1. Services not set forth above and in Exhibit B of this Agreement are specifically excluded from the scope of services. Hayter Engineering assumes no responsibility to perform any services not specifically listed in Exhibits B & C.
2. This scope of services does not include the filing of; or the fees associated with; the filing of any permits, submittal fees, impact fees, etc.

H. Compensation

The fee for the above described services shall as follows:

• Design surveys (time and expense)	\$10,460
• Design (lump sum)	\$16,830
• Bidding services (time and expense)	\$5,575
• Construction review (time and expense)	\$16,575
• Crossing permits (time and expense)	\$500
• Record drawings (time and expense)	\$570
• Warranty review (time and expense)	<u>\$2,585</u>
TOTAL	\$53,095

If you have any questions I can be contacted at (903) 785-0303 or at KevinVanhoozier@haytereng.com.

Sincerely,

Hayter Engineering



Kevin R. Vanhoozier, P.E.
Project Manager

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is entered into by the City of Fairfield, a municipal corporation, acting herein through its Mayor, duly authorized to act by the City Council, hereinafter called "OWNER," and HAYTER ENGINEERING, INC., a Texas corporation, acting herein through a duly authorized officer, herein called "ENGINEER," because OWNER desires ENGINEER'S services in connection with engineering services for the 2021 waterline extension project along County Road 606.

WITNESSETH:

For the mutual promises and benefits herein described, the parties agree as follows:

1. Term of AGREEMENT: This AGREEMENT shall become effective on the day it is executed and shall continue in effect thereafter until the services provided for herein have been performed, or until terminated as provided herein.
2. Services to be Performed by ENGINEER: Professional services are detailed in Exhibit B – Professional Services and Exhibit C – Scope of Services hereto.

OWNER may request additional services of any type normally rendered by ENGINEER. These will be called "additional services," and compensation shall be determined as per Section 3(b) hereof.

Professional services during the construction period, if any such services are included in this AGREEMENT, are understood to be for the time of completion initially specified in the corresponding construction contract, and services beyond that time, including services as expert witness or assisting in litigation, or services due to failure of the CONTRACTOR to complete on time, will be deemed additional services.

Professional services provided are limited to those set forth in this agreement. The ENGINEER shall have no other obligations or responsibilities beyond those listed herein.

3. Compensation of ENGINEER: Owner shall pay ENGINEER as follows:

(a) Professional Services:

Design Surveys (time and expense)	\$10,460
Design (lump sum)	\$16,830
Crossing Permit (time and expense)	\$500
Bid, Award & Contract Execution (time and expense)	\$5,575
Construction Review / Engineering (time and expense)	\$16,575
Record Drawings (time and expense)	\$570
Warranty Review (time and expense)	\$2,585

- (b) OWNER shall pay ENGINEER for additional services as outlined in Exhibit B and

as authorized in writing by OWNER at the per diem rates in Exhibit A hereto, plus reimbursable expenses.

- (c) ENGINEER may submit monthly statements for professional and additional services. These will be based upon ENGINEER'S estimate of services completed at the time, and OWNER shall make prompt payments. If OWNER fails to pay ENGINEER within sixty (60) calendar days of the receipt of ENGINEER'S statement, the amounts due ENGINEER shall increase at the rate of one percent (1%) a month. ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services until paid.
- (d) In the event of termination by OWNER, ENGINEER shall be entitled to payment for services rendered through receipt of termination notice. ENGINEER will also be entitled to payment for all reasonable termination expenses.
- (e) "Termination expenses" means reimbursable expenses, salaries, and overhead costs due to termination, including, but not limited to, transferring job records to OWNER, termination negotiations, and reassignment of personnel.

"Reimbursable expenses" include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies, and blueprints. Where special consultants or subcontractors are used as additional services, the ENGINEER'S reimbursement shall include a service charge equal to 5% of the subcontractor's invoice amount.

- 4. Services to be Performed by OWNER: OWNER shall: (i) designate a specific person as OWNER's representative; (ii) provide ENGINEER with any previous studies, reports, data, final site layouts, budget constraints, special OWNER requirements, or other pertinent information known to OWNER; no charge will be made to ENGINEER for such information, and OWNER and its agencies will cooperate with ENGINEER to provide said information, in every way possible to facilitate the performance of the project; (iii) ensure access for the ENGINEER to properties necessary for performance of the ENGINEER'S work; (iv) provide legal, accounting, or insurance consultants, financial advisors or other similar specialists as required for the project; (v) make prompt payments in response to ENGINEER'S statements; and (vi) respond in a timely fashion to requests from the ENGINEER. ENGINEER is entitled to rely upon and use, without independent verification and without liability, all information and services provided by OWNER or OWNER's appointees, or with respect to buried utilities, the utility providing service in the project area.
- 5. Termination: The obligation to provide further services under this AGREEMENT may be terminated by either party upon ten (10) calendar days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof.
- 6. Reuse of Documents: All documents prepared by ENGINEER are instruments of service for the specific project contemplated under this AGREEMENT. They are not intended for

reuse on extensions of that project, or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability to ENGINEER.

7. Notices: Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.
8. Sole Parties and Entire AGREEMENT: This AGREEMENT shall not create any rights or benefits to anyone except the OWNER and ENGINEER and contains the entire agreement between the parties. Oral modifications to this agreement shall have no force or effect.
9. Texas Law to Apply; Successors; Construction: This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the parties hereto and their representatives, successors and assigns. Should any provisions in this AGREEMENT later be held invalid, illegal or unenforceable, they shall be deemed void, and this AGREEMENT shall be construed as if such provision had never been contained herein.
10. Other Provisions: The parties hereto further agree as follows:
 - (a) **Limitation of Liability.** In recognition of the relative risks and benefits of the project to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER and his subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the ENGINEER and his or her sub-consultants to all those named shall not exceed \$100,000 or the ENGINEER'S total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract.
 - (b) The ENGINEER shall not be responsible for delays caused by factors beyond the ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of the ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level. When such delays beyond the ENGINEER's reasonable control occur, the OWNER agrees that the ENGINEER shall not be responsible for damages, nor shall the ENGINEER be deemed in default of this Agreement.

- (c) Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statute of limitations commence to run any later than the date when the ENGINEER'S services are substantially completed.
- (d) Any opinion of the probable construction cost prepared by the ENGINEER represents only his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or many other factors, the ENGINEER does not imply nor guarantee the accuracy of such opinions. If the OWNER elects to redesign or rebid the project to reduce costs, ENGINEER'S services for such rebidding or redesign shall be additional services.
- (e) The ENGINEER has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the contractor to perform his work, but not relating to the final or completed structure. The ENGINEER does not in any manner guarantee the performance of the construction contractors.
- (f) ENGINEER will strive to perform services hereunder in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.
- (g) ENGINEER is not responsible for any damages, including those to third parties, resulting from modifications made to the ENGINEER'S design or technical specifications by a construction manager, value engineer, or other party to the project selected or approved by the OWNER.
- (h) When the ENGINEER is providing an assessment or survey of property being considered for purchase by the OWNER, the OWNER shall secure an agreement from the property owner to protect the OWNER and ENGINEER in the event said assessment or survey finds a condition that could potentially reduce the value of the property.
- (i) Consequential damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the

Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss or reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

- (j) Reference communications. The ENGINEER may be required to render opinions about the performance or qualifications of others engaged or being considered for engagement by the OWNER. Those about whom opinions are rendered may, consequently, initiate claims against the ENGINEER. To help create an atmosphere in which the ENGINEER may freely report or express such opinions candidly in the interest of the OWNER, the OWNER agrees to indemnify and hold harmless the ENGINEER against all damages, liabilities or costs, including reasonable attorneys' fees arising from the rendering of such confidential opinions and reports by the ENGINEER to the OWNER.
- (k) Delivery of Electronic Files – In accepting and utilizing any drawings, reports and data on any form of electronic media from the ENGINEER, Owner agrees that such files are instruments of service of the ENGINEER, solely for this Project. The Owner agrees not to reuse these electronic files for any purpose other than of the Project. The Owner agrees to waive all claims against the ENGINEER resulting from any unauthorized changes to or reuse of the electronic files for any other project.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

In the event of a conflict between the hard-copy construction documents and record drawings prepared by the ENGINEER and the electronic files, the signed and sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the ENGINEER or from any reuse of the electronic files.

- (l) Mediation – In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

- IN WITNESS WHEREOF, the parties, having read and understood this AGREEMENT, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 10th day of December, 2020.

By: Michael J. Donnan
Michael J. Donnan, President

By: _____
Kenneth Hughes, Mayor

6

EXHIBIT A
Schedule of Per Diem Rates
January 1, 2021

Personnel	Hourly Rates
Principal	185.00
Project Manager	155.00
Project Engineer	135.00
Design Engineer II	125.00
Design Engineer I	110.00
Senior CAD/Survey Technician	95.00
CAD Technician II	70.00
CAD Technician I	60.00
Senior Administrative Assistant	85.00
Administrative Assistant	70.00
On-Site Observer	85.00
Surveyor	145.00
Survey Technician II	65.00
Survey Technician I	50.00
Survey Crew - 2 Man Party	115.00
Survey Crew - 3 Man Party	175.00
Survey Crew – 1 Man GPS	105.00

The schedule of per diem rates may be changed by the ENGINEER at his sole discretion. Time billed for per diem rate services shall be in minimum increments of ¼ hour.

EXHIBIT B

PROFESSIONAL SERVICES

2.1 BASIC PROFESSIONAL SERVICES

2.1.1 General

ENGINEER shall provide for OWNER professional engineering and surveying services as hereinafter provided and as described in Exhibit C – Scope of Services. These services will include providing professional engineering consultation and advice and furnishing customary civil engineering services.

2.3 Design Phase, Drawings and Specification Phase

2.3.1 Prepare drawings to show the general scope, extent and character of the work of CONTRACTOR ("Drawings"), and Technical Specifications.

2.3.2 Provide technical data for OWNER'S use in obtaining approval of governmental authorities having jurisdiction to approve the design of the Project and assist OWNER in consultations with said approval authority.

2.3.3 Advise OWNER of any adjustments to the latest opinion of probable construction costs.

2.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions, and supplementary conditions, and bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

2.3.5 Furnish one copy of the above documents and of the Drawings and Specifications and present and review them with OWNER. Additional copies as required will be furnished by the ENGINEER to the Texas Commission on Environmental Quality (TCEQ) and funding agencies as required for review and approval.

2.4 Bidding

2.4.1 Assist OWNER in advertising for bids once for a single prime contract for the Work.

2.4.2 Prepare addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.4.3 ENGINEER will print and distribute all sets of drawings and addendums required; maintain a list of prospective bidders; distribute any addenda required; provide drawings and specifications to contractor plan rooms; and attend a pre-bid conference if one is deemed advisable.

2.4.4 Attend the bid opening, prepare bid tabulation sheets, and recommend an award if deemed appropriate.

2.4.5 ENGINEER will prepare the necessary sets of documents for contract execution; work with CONTRACTOR and OWNER to execute same; submit executed documents for approval to City Attorney and any funding agencies requiring document review; and distribute executed documents.

2.5 Construction Phase

2.5.1 ENGINEER shall consult, advise, and act as OWNER'S representative as provided in the construction contract. All of OWNER'S instructions to CONTRACTOR will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said construction contract.

2.5.2 In connection with observations of the work of CONTRACTOR while it is in progress:

2.5.2.a ENGINEER shall make visits to the site at intervals ENGINEER deems necessary, in order to observe the progress and quality of the CONTRACTOR'S work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general, if such work is proceeding in accordance with the contract documents.

2.5.2.b If requested by OWNER or recommended by ENGINEER and agreed to in writing by OWNER, an on-site observer will be furnished, to act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work. Such services will be paid for as per Section 3b. The duties and responsibilities and the limitations on the authority of the on-site observer will be set forth in a separate exhibit which is to be made a part of this Agreement before such services begin.

2.5.2.c ENGINEER'S visits to, and representation by the on-site observer at the site, will enable ENGINEER to better carry out the duties and responsibilities assigned to ENGINEER during the Construction Phase, and, by exercise of ENGINEER'S efforts as an experienced and qualified design professional, provide OWNER a greater degree of confidence that the completed work of CONTRACTOR will conform generally to the contract documents. ENGINEER shall not, however, during such visits or as a result of such observations, supervise, direct or have control over CONTRACTOR'S work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR or for safety precautions and programs incident to the work, or for any failure of CONTRACTOR to comply with laws, regulations, codes or orders applicable to CONTRACTOR'S work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by CONTRACTOR, nor assume responsibility for CONTRACTOR'S failure to furnish and perform their work in accordance with the contract documents.

2.5.3 Interpretations and Clarifications

ENGINEER shall issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare work directive changes and change orders, as required.

2.5.4 Shop Drawings & Substitutes

The ENGINEER shall review and approve or take other appropriate action on the CONTRACTOR submittals, such as shop drawings, product data, samples, and other data, which the CONTRACTOR is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the CONTRACTOR. The ENGINEER'S review shall be conducted with reasonable promptness while allowing sufficient time in the ENGINEER'S judgment to permit adequate review. Review of a specific item shall not indicate that the ENGINEER has reviewed the entire assembly of which the item is a component. The ENGINEER shall not be responsible for any deviations from the Construction Documents not brought to the attention of the ENGINEER in writing by the CONTRACTOR. The ENGINEER shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

2.5.5 Inspections and Tests

ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, regulations, codes, orders or the contract documents, to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the contract documents.

2.5.6 Disputes between OWNER and CONTRACTOR

ENGINEER shall act as initial interpreter of the contract documents and judge of the acceptability of the work and make decisions on all claims of OWNER and CONTRACTOR relating to the acceptability of the work or the interpretation of the requirements of the contract documents. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

2.5.7 Applications for Payment

Based on ENGINEER'S observations as an experienced and qualified design professional, on information provided by the on-site observer and on review of

applications for payment and the accompanying data and schedules; ENGINEER shall determine the amount owed to CONTRACTOR and recommend in writing payments to CONTRACTOR. This recommendation will constitute a representation to OWNER that the work has progressed to the point indicated, and that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the contract documents. However, ENGINEER will not thereby be deemed to have made exhaustive, continuous or detailed reviews or examinations to check the quality or quantity of CONTRACTOR'S work as it is furnished, beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the contract documents. ENGINEER'S review of CONTRACTOR'S work for the purpose of recommending payments will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

2.5.8 Inspections

ENGINEER shall conduct an inspection to determine if the work is substantially complete, and a final inspection to determine if the completed work is acceptable, so that ENGINEER may recommend final payment to CONTRACTOR. Any such recommendation is subject to the limitations expressed earlier herein.

2.5.9 Limitation of Responsibilities

ENGINEER shall not be responsible for the acts or omissions of any CONTRACTOR, or its subcontractor, supplier, or any of the CONTRACTOR'S or subcontractor's suppliers, agents or employees, or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise furnishing or performing any of the CONTRACTOR'S work; however, nothing contained in this section shall release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the contract documents.


2.6 ADDITIONAL PROFESSIONAL SERVICES

- 2.6.1 Crossing Permits - ENGINEER will assist OWNER in obtaining permits required for construction on railroad or highway right-of-way, including preparation of necessary forms, and liaison with railroad or state. OWNER will pay any permit fees levied by the railroad or state. This is a Time & Expense item with an estimated cost of \$500.
- 2.6.2 Design Surveys – ENGINEER/SURVEYOR will provide field surveying necessary to design the project, including planimetric locations, elevations, and similar topographic information, but not including boundary type surveys. This is a Time & Expense item with an estimated cost of \$10,460.

- 2.6.3 Record Drawings - ENGINEER will compile for client a set of record drawings, showing data furnished to the ENGINEER by CONTRACTOR or OWNER, and provide two sets of prints and a PDF. This is a Time & Expense item with an estimated cost of \$570.
- 2.6.4 Warranty Review – ENGINEER will assist OWNER in notifying the CONTRACTOR of contractual deficiencies regarding workmanship, material and equipment that become apparent during the warranty period. This includes conducting a warranty inspection at the end of the warranty period, preparing a deficiency punch list, and verifying completion of punch list items. This is a Time & Expense item with an estimated cost of \$2,585.

Additional professional services will only be billed at the request of the OWNER and will be billed per the rates shown in Exhibit A.

**City Council
City of Fairfield, Texas
Agenda Action Form**

AGENDA DATE:	July 13, 2021	AGENDA ITEM	ONCOR Easement for City Park/Fairgrounds
AGENDA SUBJECT:	DISCUSSION AND POSSIBLE ACTION ON GRANTING AN EASEMENT TO ONCOR FOR THREE PHASE UTILITY WORK AT THE CITY PARK AND FAIRGROUNDS		
PREPARED BY:	Nate Smith/Clyde Woods	Date Submitted:	July 9, 2021
EXHIBITS:	Easement Document; Exhibit A depicting easement location		
BUDGETARY IMPACT			
No impact for the easement, but three phase transformers will be priced in the Green Barn project.			
CITYADMINISTRATOR APPROVAL:			

SUMMARY:
In order to allow three phase power at the Green Barn, an easement needs to be granted to ONCOR at the Park and Fairgrounds. Clyde Woods will provide detail on the need for three phase power.
RECOMMENDED ACTION:
Recommend approval

PT #: 2021-2101

District: HOT/Mexia SC

WR #: 3541678

ER#:

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FREESTONE

§

§

That **CITY OF FAIRFIELD**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of July, 2021.

GRANTOR: CITY OF FAIRFIELD

By: _____
KENNETH HUGHES, MAYOR

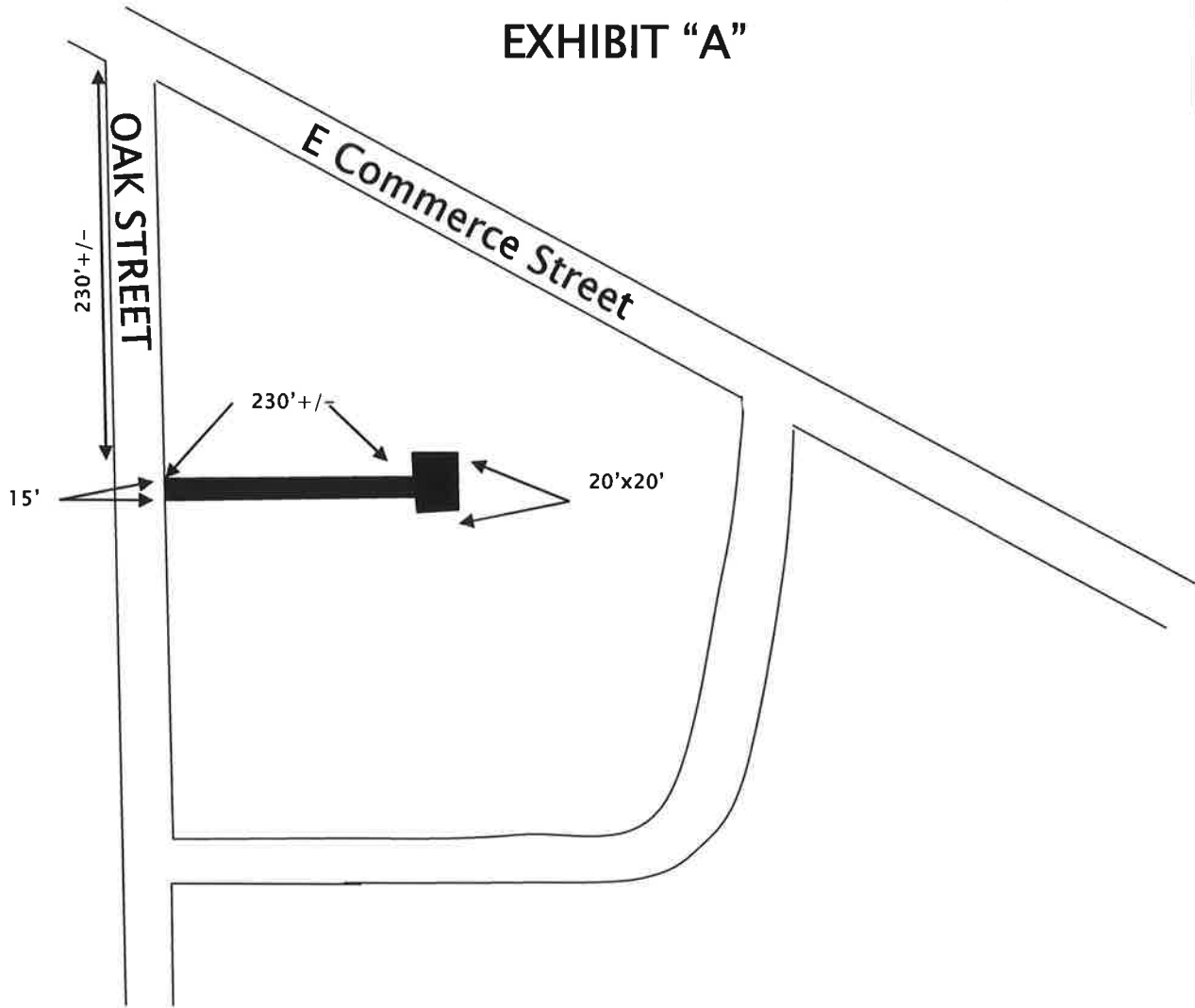
STATE OF TEXAS §
 §
COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared **KENNETH HUGHES, MAYOR OF THE CITY OF FAIRFIELD**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of July, A. D. 2021.

Notary Public in and for the State of Texas

ONCOR ELECTRIC DELIVERY COMPANY, LLC EXHIBIT "A"



Legend



Denotes Oncor Electric Delivery Company, LLC Easement as noted above

The intent of this Exhibit is to pictorially show the approximate location of the easement. It is not intended as an actual survey. Calls shown are references only. No statement is made to the validity of these calls. **Not to scale**

GRANTOR: CITY OF FAIRFIELD

Volume 202, Page 381, DR

Survey: Redin Gainer League, A-12

Park: W.L. Moody Camp of Confederate Veterans

District: HOT/Waco SC

GPS: _____

Int. _____


County: FREESTONE

Acres: 14.50 acres

WR#: 3541678

Property ID: _____

**City Council
City of Fairfield, Texas
Agenda Action Form**

AGENDA DATE:	July 13, 2021	AGENDA ITEM	Issuance of COs for TDCJ
AGENDA SUBJECT:	DISCUSSION AND POSSIBLE ACTION ON AN ORDINANCE PROVIDING FOR THE ISSUANCE OF THE CITY OF FAIRFIELD, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT		
PREPARED BY:	Nate Smith/Orlando Jay Juarez	Date Submitted:	July 9, 2021
EXHIBITS:	Ordinance 07-13-2021 TDCJ		
BUDGETARY IMPACT			
To be paid by TDCJ			
CITYADMINISTRATOR APPROVAL:			
SUMMARY:			
As discussed in March, this ordinance provides for the selling of \$4.6 million of Certificates of Obligation for the TDCJ Boyd Unit project.			
RECOMMENDED ACTION:			
Recommend approval by Roll Call vote			

ORDINANCE NO. _____

PROVIDING FOR THE ISSUANCE OF \$[_____] CITY OF FAIRFIELD, TEXAS COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2021; AND ORDAINING OTHER MATTERS RELATING TO THE SUBJECT

WHEREAS, on the 27th day of April, 2021, the City Council of the City of Fairfield (the "City" or the "Issuer") passed a resolution authorizing and directing notice of its intention to issue certificates of obligation in a maximum principal amount of \$4,600,000, with such notice to be published in a newspaper and posted on the City's website as required by Section 271.049 of the Texas Local Government Code ("Section 271.049"); and

WHEREAS, no bond proposition to authorize the issuance of bonds for the same purpose as any of the projects being financed with the proceeds of the Certificates was submitted to the voters of the City during the preceding three years and failed to be approved;

WHEREAS, a notice was published in the *Freestone County Times*, a "newspaper" of the type described in Section 2051.044 of the Texas Government Code, as required by Section 271.049, on May 5, 2021 and May 12, 2021; and

WHEREAS, the notice has been continuously posted on the City's website, beginning on April 29, 2021; and

WHEREAS, no petition, signed by at least 5% of the qualified electors of the City as permitted by Section 271.049 protesting the issuance of such certificates of obligation, has been filed; and

WHEREAS, the certificates of obligation hereinafter authorized are to be issued and delivered pursuant to Subchapter C of Chapter 271 of the Texas Local Government Code;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS:

Section 1. AUTHORIZATION OF CERTIFICATES OF OBLIGATION. That the City's certificates of obligation, to be designated the "City of Fairfield, Texas Combination Tax and Revenue Certificates of Obligation, Series 2021" (the "Certificates"), are hereby authorized to be issued and delivered in the principal amount of \$[_____] for the purpose of paying contractual obligations to be incurred by the City for the following, to-wit, to acquire, construct and equip improvements to the City's water and wastewater system for the benefit of the Texas Department of Criminal Justice Boyd Unit (collectively, the "Projects"), and paying all or a portion of the legal, fiscal, and engineering fees in connection with the Projects and costs of issuance related to such Certificates of Obligation.

The term "Certificates" as used in this Ordinance shall mean and include collectively the certificates of obligation initially issued and delivered pursuant to this Ordinance and all substitute certificates of obligation exchanged therefor, as well as all other substitute certificates of obligation and replacement certificates of obligation issued pursuant hereto, and the term "Certificate" shall mean any of the Certificates.

Section 2. DATE, DENOMINATIONS, NUMBERS AND MATURITIES. That initially there shall be issued, sold and delivered hereunder one fully registered Certificate, without interest coupons, dated as of the date of initial delivery (the "Date of Delivery") to the "Underwriter" identified in Section 22 hereof, shall be in the denomination of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), numbered T-1, with Certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective registered owner thereof, or to the registered assignee or assignees of the Certificates or any portion thereof (in each case, the "registered owner") in the manner provided and on the dates stated in the FORM OF CERTIFICATE, and the Certificates shall mature and be payable on September 1 in each of the years and in the principal amounts as follows:

<u>YEAR</u>	<u>PRINCIPAL AMOUNT (\$)</u>	<u>YEAR</u>	<u>PRINCIPAL AMOUNT (\$)</u>
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Section 3. REDEMPTION. (a) That the City reserves the right to redeem the Certificates maturing on or after September 1, 20____, in whole, or in part in Authorized Denominations, on September 1, 20____, or on any date thereafter, at the redemption price of par plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed by the City, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot Certificates, or portions thereof, within such maturity or maturities and in such principal amounts, for redemption; provided, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the City and the securities depository. The City shall notify the Paying Agent/Registrar at least forty-five (45) days prior to the scheduled redemption date that a redemption of the Certificates is to be effected.

(b) [The Certificates are not subject to mandatory sinking fund redemption prior to their scheduled maturities.][The Certificates scheduled to mature on September 1, in the years [_____] (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on dates and in the respective principal amounts, set forth in the following schedule:

Term Certificates due September 1, 20[]:

Mandatory Redemption Date: 9/1/20[]	Principal Amount: \$[]
Mandatory Redemption Date: 9/1/20[]	Principal Amount: \$[]
Mandatory Redemption Date: 9/1/20[]*	Principal Amount: \$[]

Term Certificates due September 1, 20[]:

Mandatory Redemption Date: 9/1/20[] Principal Amount: \$[]

Mandatory Redemption Date: 9/1/20[] Principal Amount: \$[]

Mandatory Redemption Date: 9/1/20[]* Principal Amount: \$[]

* Stated Maturity

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least forty-five (45) days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.]

(c) At least thirty (30) days prior to the date fixed for any such redemption the City shall cause a written notice of such redemption to be deposited in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books (hereinafter defined) of the Paying Agent/Registrar. By the date fixed for any such redemption, due provision shall be made by the City with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or the portions thereof which are to be so redeemed, plus accrued interest thereon to the date fixed for redemption. Except as provided in subsection (d) of this Section with respect to a conditional redemption of Certificates, if such notice of redemption is mailed, and if due provision for such payment is made, all as provided above, the Certificates, or the portions thereof which are to be so redeemed, thereby automatically shall be redeemed prior to their scheduled maturities, and shall not bear interest after the date fixed for their redemption, and shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price of par plus accrued interest thereon to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of the Certificates or any portion thereof. If a portion of any Certificate shall be redeemed, a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any Authorized Denomination, at the written request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the City, all as provided in this Ordinance. In addition, notice of such redemption shall be provided in the manner described in Section 5(h) hereof, but the failure to provide such notice as described in Section 5(h) hereof, or any defect therein, shall not affect the validity or effectiveness of the proceedings for the redemption of the Certificates.

(d) With respect to any optional redemption of the Certificates, unless certain prerequisites to such optional redemption required by this Ordinance have been met and money sufficient to pay the principal of, premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to giving such notice, such notice may state that the optional redemption will, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the dated

fixed for such redemption or upon any prerequisite set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied, such notice will be of no force and effect, the City will not redeem such Certificates and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates will not be redeemed.

Section 4. INTEREST. That the Certificates scheduled to mature during the years, respectively, set forth below shall bear interest at the following rates per annum:

<u>YEAR</u>	<u>INTEREST (%)</u>	<u>YEAR</u>	<u>INTEREST (%)</u>
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Interest on the Certificates shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. Said interest shall be payable to the registered owner of any such Certificate in the manner provided and on the dates stated in the FORM OF CERTIFICATE.

Section 5. CHARACTERISTICS OF THE CERTIFICATES. (a) That the Issuer shall keep or cause to be kept at the designated corporate trust office of _____, or such other bank, trust company, financial institution, or other agency named in accordance with the provisions of subsection (g) of this Section (the "Paying Agent/Registrar"), books or records for the registration and transfer of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such transfers and registrations under such reasonable regulations as the Issuer and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfers and registrations as herein provided. The place of payment for the Certificates designated by the Paying Agent/Registrar shall be referred to herein as the "Designated Trust Office" of the Paying Agent/Registrar. It shall be the duty of the Paying Agent/Registrar to obtain from the registered owner and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided. The Issuer or its designee shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar at its Designated Trust Office, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Registration of each Certificate may be transferred in the Registration Books only upon presentation and surrender thereof to the Paying Agent/Registrar at its Designated Trust Office for transfer of registration and cancellation, together with proper written instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing the assignment of such Certificate, or any portion thereof in any integral multiple of \$5,000, to the assignee or assignees thereof, and the right of such assignee or assignees to have such Certificate or any such portion thereof registered in the name of such assignee or assignees. Upon the assignment and transfer of any Certificate or any portion thereof, a new substitute certificate or certificates shall be issued in

exchange therefor in the manner herein provided. The Designated Trust Office is set forth in the "Paying Agent/Registrar Agreement" executed by the City in connection with the sale and delivery of the Certificates.

(b) The entity in whose name any Certificate shall be registered in the Registration Books at any time shall be treated as the absolute owner thereof for all purposes of this Ordinance, whether such Certificate shall be overdue, and the City and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Certificate shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, and to act as its agent to exchange or replace Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Certificates, and of all exchanges thereof, and all replacements thereof, as provided in this Ordinance.

(d) Each Certificate may be exchanged for fully registered certificates in the manner set forth herein. Each Certificate issued and delivered pursuant to this Ordinance, to the extent of the unredeemed principal amount thereof, may, upon surrender thereof at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered certificates, without interest coupons, in the form prescribed in the FORM OF CERTIFICATE, in an Authorized Denomination (subject to the requirement hereinafter stated that each substitute Certificate shall have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the principal amount of any Certificate or Certificates so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Certificate shall be redeemed prior to its scheduled maturity as provided herein, a substitute certificate or certificates having the same maturity date, bearing interest at the same rate, in an Authorized Denomination at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Certificate or portion thereof is assigned and transferred, each Certificate issued in exchange therefor shall have the same principal maturity date and bear interest at the same rate as the Certificate for which it is being exchanged. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate. The Paying Agent/Registrar shall exchange or replace Certificates as provided herein, and each fully registered certificate or certificates delivered in exchange for or replacement of any Certificate or portion thereof as permitted or required by any provision of this Ordinance shall constitute one of the Certificates for all purposes of this Ordinance, and may again be exchanged or replaced. It is specifically provided, however, that any Certificate delivered in exchange for or replacement of another Certificate prior to the first scheduled interest payment date on the Certificates (as stated on the face thereof) shall be dated the same date as such Certificate, but each substitute Certificate so delivered on or after such first scheduled interest payment date shall be dated as of the interest payment date preceding the date on which such substitute Certificate is delivered, unless such substitute Certificate is delivered on an interest payment date, in which case it shall be dated as of such date of delivery; provided, however, that if at the time of delivery of any substitute Certificate the interest on the

Certificate for which it is being exchanged has not been paid, then such substitute certificate shall be dated as of the date to which such interest has been paid in full. On each substitute Certificate issued in exchange for or replacement of any Certificate or Certificates issued under this Ordinance there shall be printed thereon a Paying Agent/Registrar's Authentication Certificate, in the form set forth in the FORM OF CERTIFICATE (the "Authentication Certificate"). An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such substitute Certificate, date such substitute Certificate in the manner set forth above, and manually sign and date the Authentication Certificate, and no such substitute Certificate shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Certificates surrendered for exchange or replacement. No additional ordinances, orders, or resolutions need be passed or adopted by the City Council or any other body or person so as to accomplish the foregoing exchange or replacement of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute certificates in the manner prescribed herein. Pursuant to Chapter 1201, Texas Government Code, the duty of exchange or replacement of any Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates which originally were delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts. Neither the City nor the Paying Agent/Registrar shall be required (1) to issue, transfer, or exchange any Certificate during a period beginning at the opening of business thirty (30) days before the day of the first mailing of a notice of redemption of Certificates and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Certificate so selected for redemption in whole when such redemption is scheduled to occur within thirty (30) calendar days.

(e) All Certificates issued in exchange for or replacement of any other Certificate or portion thereof (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be exchanged for other Certificates, (v) shall have the characteristics, (vi) shall be signed and sealed, and (vii) the principal of and interest on the Certificates shall be payable, all as provided, and in the manner required or indicated, in the FORM OF CERTIFICATE.

(f) The City shall pay the Paying Agent/Registrar's reasonable and customary fees and charges for making transfers of Certificates, but the registered owner of any Certificate requesting such transfer shall pay any taxes or other governmental charges required to be paid with respect thereto. The registered owner of any Certificate requesting any exchange shall pay the Paying Agent/Registrar's reasonable and standard or customary fees and charges for exchanging any such Certificate or portion thereof, together with any taxes or governmental charges required to be paid with respect thereto, all as a condition precedent to the exercise of such privilege of exchange, except, however, that in the case of the exchange of an assigned and transferred Certificate or any portion thereof in any Authorized Denomination, and in the case of the exchange of the unredeemed portion of a Certificate which has been redeemed in part prior to maturity, as provided in this Ordinance, such fees and charges will be paid by the City. In addition, the City hereby covenants with the registered owners of the Certificates that it will pay the (i) reasonable and standard or customary fees and charges of the Paying Agent/Registrar for its services with respect to the payment of the principal of and interest on Certificates, when due, and (ii) fees and charges of the Paying Agent/Registrar for services with respect to the transfer or registration of Certificates solely to the extent above provided, and with respect to the exchange of Certificates solely to the extent above provided.

(g) The City covenants with the registered owners of the Certificates that at all times while the Certificates are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Certificates under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than sixty (60) days written notice to the Paying Agent/Registrar. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the City covenants that it will promptly appoint a competent and legally qualified national or state banking institution which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, subject to supervision or examination by federal or state authority, and whose qualifications substantially are similar to the previous Paying Agent/Registrar to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Certificates, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Certificates, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(h) (i) In addition to the manner of providing notice of redemption of Certificates as set forth in this Ordinance, the Paying Agent/Registrar shall give notice of redemption of Certificates by United States mail, first-class postage prepaid, at least thirty (30) days prior to a redemption date to the MSRB (as defined in Section 7 hereof). In addition, in the event of a redemption caused by an advance refunding of the Certificates, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the MSRB shall be sent so that they are received at least two days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of redemption to the owner of any Certificate who has not sent the Certificates in for redemption sixty (60) days after the redemption date.

(ii) Each redemption notice, whether required in the FORM OF CERTIFICATE or otherwise by this Ordinance, shall contain a description of the Certificates to be redeemed, including the complete name of the Certificates, the series, the date of issue, the interest rate, the maturity date, the CUSIP number, the amounts called for redemption, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Certificate may be redeemed, including a contact person and telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the registered owners of the Certificates shall include CUSIP numbers relating to each amount paid to such registered owner.

(i) If required by law, the City shall not execute the Paying Agent/Registrar Agreement unless the Paying Agent/Registrar has confirmed to the City Administrator that it (A) has made disclosure filings to the Texas Ethics Commission in accordance with Section 2252.908, Texas Government Code, or that it is exempt from such disclosure filings under Section 2252.908(c)(4), Texas Government Code, (B) does not boycott Israel within the meaning and for the purposes of Chapter 2271, Texas Government Code, and (C) is not a listed company within the meaning and for the purposes of Sections 2252.153 and 2270.0201 of the Texas Government Code. If applicable, within thirty (30) days of receipt of the disclosure filings from the Paying Agent/Registrar, the City will submit a copy of the disclosure filings with the Texas Ethics Commission.

Section 6. FORM OF CERTIFICATES. That the form of the Certificates, including the form of the Comptroller's Registration Certificate to accompany the Initial Certificate (as defined in Section 7) on the initial delivery thereof, the form of the Authentication Certificate and the form of Assignment to be printed on each of the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the form as set forth in Exhibit A to this Ordinance, with such appropriate variations, omissions, or insertions as are permitted or required by this Ordinance. The printer of the Certificates is hereby authorized to print on the Certificates (i) the form of bond counsel's opinion relating to the Certificates, and (ii) an appropriate statement of insurance furnished by a municipal bond insurance company providing municipal bond insurance, if any, covering all or any part of the Certificates.

Section 7. DEFINITIONS. That the term "Available Revenues" shall have the meaning given said term in Section 8 hereof; the term "Business Day" means a day that is not a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close; the term "Code" means the Internal Revenue Code of 1986; the term "Initial Certificate" means Certificate No. T-1 initially issued and delivered to the Underwriter pursuant to Section 22 of this Ordinance; the term "MSRB" means the Municipal Securities Rulemaking Board; the term "Rule" means SEC Rule 15c2-12, as amended from time to time; the term "SEC" means the United States Securities and Exchange Commission; the term "Surplus Revenues" means those revenues from the operation of the City's combined municipal waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof and other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates; and the term "Treasury Regulation" means all applicable temporary, proposed and final regulations and procedures promulgated under the Code or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code.

Section 8. INTEREST AND SINKING FUND. That a special fund or account, to be designated the "City of Fairfield, Texas Series 2021 Certificate of Obligation Interest and Sinking Fund" (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City, and shall be used only for paying the interest on and principal of the Certificates. All ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any Certificate is outstanding and unpaid, the City Council shall compute and ascertain the rate and amount of ad valorem tax, based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and costs of tax collections, which will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide a sinking fund to pay the principal (including mandatory sinking fund

redemption payments, if any) of the Certificates as such principal matures or comes due through operation of the mandatory sinking fund redemption, if any, but never less than 2% of the outstanding principal amount of the Certificates as a sinking fund each year. The rate and amount of ad valorem tax is hereby ordered to be levied against all taxable property in the City for each year while any Certificate is outstanding and unpaid, and the ad valorem tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes necessary to pay the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the foregoing, if the City deposits or budgets to be deposited in the Interest and Sinking Fund any other revenues, income or resources, including, without limitation, Surplus Revenues (the "Available Revenues"), in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied may be reduced to the extent and by the amount of the Available Revenues then on deposit or budgeted to be deposited in the Interest and Sinking Fund. To pay the debt service coming due on the Certificates prior to the receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 9. REVENUES. That the Certificates are additionally secured by and shall be payable from the Surplus Revenues. The Surplus Revenues are pledged by the City pursuant to authority of Chapter 1502, Texas Government Code, specifically Section 1502.058 thereof. The City shall promptly deposit the Surplus Revenues upon their receipt to the credit of the Interest and Sinking Fund created pursuant to Section 8, to pay the principal and interest on the Certificates.

Section 10. TRANSFER. That the City shall do any and all things necessary to accomplish the transfer of monies to the Interest and Sinking Fund of this issue in ample time to pay such items of principal and interest due on the Certificates.

Section 11. SECURITY FOR FUNDS. That the Interest and Sinking Fund created by this Ordinance shall be secured in the manner and to the fullest extent permitted or required by law for the security of public funds, and the Interest and Sinking Fund shall be used only for the purposes and in the manner permitted or required by this Ordinance.

Section 12. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES. (a) *Replacement Certificates*. That in the event any outstanding Certificate is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new certificate of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) *Application for Replacement Certificates*. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Certificates shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Certificate, the applicant for a replacement certificate shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Certificate, the applicant shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) *No Default Occurred.* Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred which is then continuing in the payment of the principal of, premium, if any, or interest on the Certificate, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement certificate, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Certificates.* Prior to the issuance of any replacement Certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen, or destroyed shall constitute a contractual obligation of the City whether the lost, stolen, or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) *Authority for Issuing Replacement Certificates.* In accordance with Chapter 1206, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the City Council of the City or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, subject to the conditions imposed by this Section 12 of this Ordinance, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 5(d) of this Ordinance for Certificates issued in conversion and exchange of other Certificates.

Section 13. FEDERAL INCOME TAX MATTERS. That the City covenants to take such action as to ensure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the City covenants as follows:

(a) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use", as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether or not received by the City, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(b) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate", within the meaning of section 141(b)(3) of the Code, to the governmental use;

(c) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into

a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(d) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(e) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(f) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with –

(1) proceeds of the Certificates invested for a reasonable temporary period, until such proceeds are needed for the purpose for which the Certificates are issued,

(2) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(3) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

(g) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(h) to refrain from using the proceeds of the Certificates or the proceeds of any prior bonds to pay debt services on another issue more than ninety (90) days after the issuance of the Certificates in contravention of section 149(d) of the Code (relating to advance refunding); and

(i) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings", within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than sixty (60) days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

For purposes of the foregoing clauses (a) and (b) above, the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Certificates. It is the understanding of the City that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Certificates, the City will not be required to comply with any covenant contained herein to

the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Certificates, the City agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the City hereby authorizes and directs the Mayor, the City Administrator, and the City Secretary to execute any documents, certificates or reports required by the Code, and to make such elections on behalf of the City which may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

In order to facilitate compliance with clause (i) above, a "Rebate Fund" is hereby established by the City for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

The resolution adopted by the City Council on July 13, 2021, described in the preamble to this Ordinance was intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 14. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR THE PROJECT. That the Issuer covenants to account for the expenditure of proceeds from the sale of the Certificates and any investment earnings thereon to be used for the purposes described in Section 1 of this Ordinance (such purpose referred to herein and Section 15 hereof as a "Project") on its books and records by allocating proceeds to expenditures within eighteen (18) months of the later of the date that (a) the expenditure on a Project is made or (b) such Project is completed. The foregoing notwithstanding, the Issuer shall not expend such proceeds or investment earnings more than 60 days after the earlier of (a) the fifth anniversary of the date of delivery of the Certificates or (b) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel substantially to the effect that such expenditure will not adversely affect the tax-exempt status of the Certificates. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 15. DISPOSITION OF PROJECT. That the Issuer covenants that the property constituting a Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel substantially to the effect that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of this Section, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this Section, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 16. DEFAULT AND REMEDIES.

(a) *Events of Default.* That each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any Certificate when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the registered owners of the Certificates, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any registered owner to the City.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the City, or any official, officer or employee of the City in their official capacity, for the purpose of protecting and enforcing the rights of the registered owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the registered owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all registered owners of Certificates then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Certificate authorized under this Ordinance, such registered owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or members of the City or the City Council.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the City, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

Section 17. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES.
That the City Administrator of the City or the designee thereof is hereby authorized to have control

of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Registration Certificate.

Section 18. DTC REGISTRATION. That the Certificates initially shall be issued and delivered in such manner that no physical distribution of the Certificates will be made to the public, and The Depository Trust Company ("DTC"), New York, New York, initially will act as depository for the Certificates. DTC has represented that it is a limited purpose trust company incorporated under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered under Section 17A of the Securities Exchange Act of 1934, as amended, and the City accepts, but in no way verifies, such representations. The Certificates initially authorized by this Ordinance shall be delivered to and registered in the name of CEDE & CO., the nominee of DTC. It is expected that DTC will hold the Certificates on behalf of the Underwriters and their participants. So long as each Certificate is registered in the name of CEDE & CO., the Paying Agent/Registrar shall treat and deal with DTC the same in all respects as if it were the actual and beneficial owner thereof. It is expected that DTC will maintain a book-entry system which will identify ownership of the Certificates in Authorized Denominations, with transfers of ownership being effected on the records of DTC and its participants pursuant to rules and regulations established by them, and that the Certificates initially deposited with DTC shall be immobilized and not be further exchanged for substitute Certificates except as hereinafter provided. The City is not responsible or liable for any functions of DTC, will not be responsible for paying any fees or charges with respect to its services, will not be responsible or liable for maintaining, supervising, or reviewing the records of DTC or its participants, or protecting any interests or rights of the beneficial owners of the Certificates. It shall be the duty of the DTC Participants, as defined in the Official Statement herein approved, to make all arrangements with DTC to establish this book-entry system, the beneficial ownership of the Certificates, and the method of paying the fees and charges of DTC. The City does not represent nor does it in any way covenant that the initial book-entry system established with DTC will be maintained in the future. Notwithstanding the initial establishment of the foregoing book-entry system with DTC, if for any reason any of the originally delivered Certificates is duly filed with the Paying Agent/Registrar with proper request for transfer and substitution, as provided for in this Ordinance, substitute Certificates will be duly delivered as provided in this Ordinance, and there will be no assurance or representation that any book-entry system will be maintained for such Certificates. In connection with the initial establishment of the foregoing book-entry system with DTC, the City heretofore has executed a "Blanket Letter of Representations" prepared by DTC in order to implement the book-entry system described above.

Section 19. CONTINUING DISCLOSURE OBLIGATION.

(a) *Definitions.* That as used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the City’s continuing disclosure undertaking, described in Paragraphs B through E below, hereunder accepted and entered into by the City for the purpose of compliance with the Rule.

(b) *Annual Reports.* That upon the delivery of the Certificates the City will have less than \$10,000,000 in aggregate amount of outstanding municipal securities; accordingly, the City, pursuant to paragraph (d)(2)(i) of the Rule, is exempt from the requirements of paragraph (b)(5) of the Rule (relating to the obligation of an “obligated person” to provide certain annual financial information required by the Rule). Nevertheless, in connection with the issuance of the Certificates, the City agrees to provide annually to the MSRB through EMMA, in the electronic format prescribed by the MSRB, certain updated financial information and operating data pertaining to the City that is customarily prepared and publicly available, being the following: the City’s annual financial statements. The City shall provide this information annually to the MSRB through EMMA within twelve months after the end of each fiscal year ending in or after 2021. Any financial statements so to be provided shall be audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall provide (1) unaudited financial statements for such fiscal year within such twelve month period, and (2) audited financial statements for the applicable fiscal year to the MSRB through EMMA when and if the audit report on such statements become available.

If the Issuer changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) *Notice of Certain Events.*

That the Issuer shall file notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(7) Modifications to rights of holders of the Certificates, if material;

(8) Certificate calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the Issuer, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affects security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with this Section by the time required by this Section.

(d) Limitations, Disclaimers, and Amendments.

The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit that causes the Certificates to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Issuer in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The Issuer may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the Issuer also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the Issuer

so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) *Information Format- Incorporation by Reference.*

The Issuer information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

Section 20. DEFEASANCE. (a) *Deemed Paid.* That any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (e) of this Section, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the City with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 20(a)(i) or (ii) shall not be irrevocable, provided that in the proceedings providing for such payment arrangements, the Issuer: (1) expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) *Investment in Defeasance Securities.* Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the City be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be

turned over to the City, or deposited as directed in writing by the City. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) above. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Securities, with respect to which such money has been so deposited, shall be remitted to the City or deposited as directed in writing by the City.

(c) *Selection of Defeased Certificates.* In the event that the City elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

(d) *Defeasance Securities.* The term "Defeasance Securities" means (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, and (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the purchase thereof are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(e) *Continuing Duty of Paying Agent/Registrar.* Until all Defeased Certificates shall become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the City shall make proper arrangements to provide and pay for such services.

Section 21. AMENDMENTS. The City hereby reserves the right to amend this Ordinance subject to the following terms and conditions.

(a) *Amendments Not Requiring Consent.* The City may from time to time, without the consent of any holder of the Certificates, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (1) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interest of the holders of the Certificates, (2) grant additional rights or security for the benefit of the holders of the Certificates, (3) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interest of the holders of the Certificates, (4) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (5) make such other provisions in regard to matters or questions arising under this Ordinance that are not inconsistent with the provisions hereof and which, in the opinion of nationally-recognized bond counsel selected by the City, do not materially adversely affect the interests of the holders of the Certificates.

(b) *Amendments With Consent.* Except as provided in paragraph (a) above, the holders of the Certificates aggregating in principal amount a majority of the aggregate principal amount of then outstanding Certificates that are subject to a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the City; provided, however, that without the consent of 100% in aggregate principal amount of the Certificates then outstanding, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates,
- (2) Reduce the rate of interest borne by any of the outstanding Certificates,
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates,
- (4) Modify the terms of payment of principal of, redemption premium, if any, or interest on the outstanding Certificates, or imposing any condition with respect to such payment, or
- (5) Change the minimum percentage of the principal amount of the Certificates necessary for consent to such amendment.

(c) *Notice.* If at any time the City shall desire to amend this Ordinance, the City shall send by United States mail, first-class, postage prepaid, to each registered owner of the affected Certificates a notice of the proposed amendment and cause a copy of the proposed amendment to be published at least once in a financial newspaper or journal of general circulation in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all owners of Certificates.

(d) *Receipt of Consents.* Whenever at any time within one year from the date of the first publication of said notice or other service of written notice of the proposed amendment the City shall receive an instrument or instruments executed by all of the owners or the owners of at least a majority in aggregate principal amount of Certificates, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the City may adopt the amendatory ordinance in substantially the same form.

(e) *Effect of Amendments.* Upon the adoption by the City of any ordinance to amend this Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with the amendatory ordinance, and the respective rights, duties, and obligations of the City and all the owners of then outstanding Certificates and all future Certificates shall thereafter be determined, exercised, and enforced under this Ordinance, as amended.

(f) *Consent Irrevocable.* Any consent given by any owner of Certificates pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Certificates during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the City, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of Certificates, prior to the attempted revocation, consented to and approved the amendment.

(g) *Ownership.* For the purpose of establishing ownership of the Certificates, the City shall rely solely upon the registration of the ownership of such Certificates on the Registration Books kept by the Paying Agent/Registrar.

Section 22. SALE OF CERTIFICATES. (a) *Sale.* That the Certificates are hereby sold and shall be delivered to the Underwriter for the purchase price specified in the Purchase Contract. One Certificate in the principal amount maturing on each maturity date as set forth in Section 2 hereof shall be delivered to the Underwriter, and the Underwriter shall have the right to exchange such Certificates as provided in Section 5 hereof without cost. The sale of the Certificates to the Underwriter is on terms that are most advantageous to the City reasonably obtained and, upon the advice of the City's financial advisor, is in the best interests of the City. The Certificates shall be initially registered in the name of the Underwriter named in the Purchase Contract, or its nominee. The Underwriter has confirmed to the City Administrator that it (i) is exempt from filing the disclosure form otherwise required by Section 2252.908 under the exemption provided in Section 2252.908(c)(4), Texas Government Code, (ii) does not boycott Israel within the meaning and for the purposes of Chapter 2271, Texas Government Code, and (iii) is not a listed company within the meaning and for the purposes of Sections 2252.153 and 2270.0201 of the Texas Government Code.

(b) *Offering Documents.* The City Council hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto (the "Official Statement"), and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement prior to the date hereof is hereby ratified and confirmed.

Section 23. FURTHER PROCEDURES. That the Mayor, the City Administrator, the City Secretary, and all other officers, employees, and agents of the City, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, and the sale and delivery of the Certificates and fixing all details in connection therewith.

Section 24. USE OF PROCEEDS. That the proceeds from the sale of the Certificates may be used for the purposes described in Section 1 of this Ordinance, in the manner described in the letter of instructions executed by the City or on behalf of the City by its financial advisor. The foregoing notwithstanding, proceeds representing accrued interest on the Certificates shall be deposited to the credit of the Interest and Sinking Fund, and proceeds representing premium on the Certificates shall be used in a manner consistent with the provisions of Section 1201.042(d), Texas Government Code. The sum of the principal amount of the Certificates and the premium paid by the Underwriter to fund the improvements described in Section 1 of this Ordinance equals \$[____], and does not exceed the maximum amount of Certificates stated in the notice of intent to issue the Certificates (\$4,600,000) that was approved and published in the manner described in the preamble to this Ordinance. Any amounts remaining after completion of the improvements described in Section 1 hereof shall be transferred FIRST to the Rebate Fund, to the extent required by Section 13 hereof and as further described in Section 24 hereof, and THEREAFTER to the Interest and Sinking Fund.

Section 25. INTEREST EARNINGS. That the interest earnings derived from the investment of proceeds from the sale of the Certificates may be used along with other proceeds for the construction of the permanent improvements set forth in Section 1 hereof for which the Certificates are issued; provided, that after completion of such permanent improvements, if any of

such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on proceeds which are required to be rebated to the United States of America pursuant to this Ordinance hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 26. WRITTEN PROCEDURES. That unless superseded by another action of the City, to ensure compliance with the covenants contained in Section 13 hereof regarding private business use, remedial actions, arbitrage and rebate, the City Council hereby adopts and establishes the instructions attached hereto as Exhibit B as the City's written procedures.

Section 27. PREAMBLE. That the preamble to this Ordinance is incorporated by reference and made a part hereof for all purposes.

Section 28. MISCELLANEOUS PROVISIONS. (a) *Titles Not Restrictive*. That the titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(b) *Rules of Construction*. The words "herein", "hereof" and "hereunder" and other words of similar import refer to this Ordinance as a whole and not to any particular section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to an officer or designated position (e.g., City Administrator) include any person acting in the capacity of such officer or designated position, whether on an acting, interim or permanent basis. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the City and any future amendments thereto or successor provisions thereof. Any reference to "FORM OF CERTIFICATE" shall refer to the form of the Certificates set forth in Exhibit A to this Ordinance. Any reference to the payment of principal in this Ordinance shall be deemed to include the payment of any mandatory sinking fund redemption payments as may be described herein.

(c) *Inconsistent Provisions*. All ordinances, orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(d) *Severability*. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(e) *Governing Law*. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(f) *Open Meeting*. The City officially finds and determines that the meeting at which this Ordinance is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code.

(g) *Application of Chapter 1208, Government Code.* Chapter 1208, Texas Government Code, applies to the issuance of the Certificates and the pledge of ad valorem taxes and the Surplus Revenues granted by the City under Sections 8 and 9, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the ad valorem taxes and Surplus Revenues granted by the City is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

(h) *Payment of Attorney General Fee Authorized.* The City Council hereby authorizes the payment of the fee of the Office of the Attorney General of the State of Texas for the examination of the proceedings relating to the issuance of the Certificates, in the amount determined in accordance with the provisions of Section 1202.004, Texas Government Code.

(i) *Immediate Effect.* In accordance with the provisions of Section 1201.028, Texas Government Code, this Ordinance shall be effective immediately upon its adoption by the City Council.

**Exhibit A
to
Ordinance**

FORM OF CERTIFICATE

NO. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF FREESTONE
CITY OF FAIRFIELD, TEXAS
COMBINATION TAX AND REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2021

MATURITY DATE

INTEREST RATE
%

DATE OF DELIVERY
August __, 2021

CUSIP

ON THE MATURITY DATE SPECIFIED ABOVE, THE CITY OF FAIRFIELD, TEXAS (the "City" or the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to _____, or to the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount of

_____ DOLLARS

and to pay interest thereon, from the Date of Delivery specified above, to the Maturity Date specified above, or the date of its redemption prior to scheduled maturity, at the Interest Rate per annum specified above, with said interest payable on September 1, 20____, and semiannually on each March 1 and September 1 thereafter; except that if this Certificate is required to be authenticated and the date of its authentication is later than September 1, 20____, such interest is payable semiannually on each March 1 and September 1 following such date.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. At maturity or redemption prior to maturity, the principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at the designated corporate trust office in _____ (the "Designated Trust Office") of _____, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared at the close of business on the 15th day of the month next preceding each date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. Any accrued interest due at maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for payment at the Designated Trust Office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this

Certificate that on or before each principal and interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IN THE EVENT OF NON-PAYMENT of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date", which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner of a Certificate appearing on the Registration Books kept by the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE, dated the Date of Delivery specified above, is one of a Series of Certificates authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[____], for the purpose of paying contractual obligations to be incurred by the City, to-wit, the construction of improvements described in the Ordinance, and the payment of costs for professional services as described in the Ordinance, including the payment of fiscal, engineering and legal fees incurred in connection therewith.

ON SEPTEMBER 1, 20____, or on any date thereafter, the Certificates of this Series maturing on September 1, 20____ and thereafter may be redeemed prior to their scheduled maturities, at the option of the Issuer, in whole, or in part, at par and accrued interest to the date fixed for redemption. The years of maturity of the Certificates called for redemption at the option of the City prior to their stated maturity shall be selected by the City. The Certificates or portions thereof redeemed within a maturity shall be selected by lot or other method by the Paying Agent/Registrar; *provided*, that during any period in which ownership of the Certificates is determined only by a book entry at a securities depository for the Certificates, if fewer than all of the Certificates of the same maturity and bearing the same interest rate are to be redeemed, the particular Certificates of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the Issuer and the securities depository.

A WRITTEN NOTICE OF redemption shall be given to the registered owner of each Certificate or a portion thereof being called for redemption not more than 60 days nor less than 30 days prior to the date fixed for such redemption by depositing such notice in the United States mail, first-class postage prepaid, addressed to each such registered owner at his address shown on the Registration Books of the Paying Agent/Registrar. If such notice of redemption is mailed, and if due provision for such payment is made, all as provided above, this Certificate, or the portion hereof which is to be so redeemed, thereby automatically shall be redeemed prior to its scheduled maturity, and shall not bear interest after the date fixed for its redemption, and shall not be regarded

as being outstanding except for the right of the registered owner to receive the redemption price plus accrued interest to the date fixed for redemption from the Paying Agent/Registrar out of the funds provided for such payment. The Paying Agent/Registrar shall record in the Registration Books all such redemptions of principal of this Certificate or any portion hereof. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Ordinance.

THE FOREGOING PARAGRAPH NOTWITHSTANDING, with respect to any optional redemption of the Certificates, unless certain prerequisites to such optional redemption required by the Ordinance have been met and money sufficient to pay the principal of, premium, if any, and interest on the Certificates to be redeemed will have been received by the Paying Agent/Registrar prior to giving such notice, such notice may state that the optional redemption will, at the option of the City, be conditional upon the satisfaction of such prerequisites and receipt of such money by the Paying Agent/Registrar on or prior to the date fixed for such redemption or upon any prerequisite set forth in the notice of redemption. If a notice of conditional redemption is given and such prerequisites to the redemption are not satisfied, such notice will be of no force and effect, the City will not redeem such Certificates and the Paying Agent/Registrar will give notice in the manner in which the notice of redemption was given, to the effect that such Certificates will not be redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the principal denomination of any integral multiple of \$5,000. As provided in the Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, and bearing interest at the same rate, in any principal denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar at its Designated Trust Office for cancellation, all in accordance with the form and procedures set forth in the Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar at its Designated Trust Office, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The foregoing notwithstanding, in the case of the exchange of an assigned and transferred Certificate or Certificates or any portion or portions thereof, such fees and charges of the Paying Agent/Registrar will be paid by the Issuer. The one requesting such exchange shall pay the Paying Agent/Registrar's reasonable standard or customary fees and charges for exchanging any Certificate or portion thereof. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, or exchange as a condition precedent to the exercise of such privilege. In any

circumstance, neither the Issuer nor the Paying Agent/Registrar shall be required (1) to make any transfer or exchange during a period beginning at the opening of business 30 days before the day of the first mailing of a notice of redemption of Certificates and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Certificates so selected for redemption when such redemption is scheduled to occur within 30 calendar days.

WHENEVER the beneficial ownership of this Certificate is determined by a book entry at a securities depository for the Certificates, the foregoing requirements of holding, delivering or transferring this Certificate shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Certificate have been performed, existed, and been done in accordance with law; that this Certificate is a direct obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, in the manner provided in the Ordinance, and have been pledged for such payment, within the limit prescribed by law; and that a limited pledge (not to exceed \$1,000) of the surplus revenues from the operation of the City's combined municipal waterworks and sewer system remaining after payment of all operation and maintenance expenses thereof and any other obligations heretofore or hereafter incurred to which such revenues have been or shall be encumbered by a lien on and pledge of such revenues superior to the lien on and pledge of such revenues to the Certificates, have been pledged as additional security for the Certificates.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Ordinance is duly recorded and available for inspection in the official minutes and records of the Issuer, and agrees that the terms and provisions of this Certificate and the Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, this Certificate has been signed with the manual or facsimile signature of the Mayor of the City, attested by the manual or facsimile signature of the City Secretary, and the official seal of the Issuer has been duly affixed to, or impressed, or placed in facsimile, on this Certificate.

XXXXXXXXXXXXXXXXXX

City Secretary

XXXXXXXXXXXXXXXXXX

Mayor

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Certificate has been issued under the provisions of the proceedings adopted by the City as described in the text of this Certificate; and that this Certificate has been issued in exchange for or replacement of a certificate of obligation of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated _____

_____,
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF COMPTROLLER'S CERTIFICATE
(ATTACHED TO THE INITIAL CERTIFICATE)

OFFICE OF COMPTROLLER :

REGISTER NO. _____

STATE OF TEXAS :

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Certificate, and that this Certificate has been registered this day by me.

WITNESS MY HAND and seal of office at Austin, Texas this _____.

(SEAL)

Comptroller of Public Accounts of
the State of Texas

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please insert Social Security or Taxpayer Identification Number of Transferee)

/ _____ /

(Please print or typewrite name and address, including zip code of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to register the transfer of the within Certificate on books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

INITIAL CERTIFICATE INSERTIONS

The Initial Certificate shall be in the form set forth above, except that the form of the single fully registered Initial Certificate shall be modified as follows:

- (i) immediately under the name of the Certificate the headings "Maturity Date", "Interest Rate", "Delivery Date" and "CUSIP" shall be omitted; and
- (ii) Paragraph one shall read as follows:

Registered Owner: [_____]

Principal Amount: [_____] DOLLARS

Delivery Date: August ___, 2021

THE CITY OF FAIRFIELD, TEXAS (the "Issuer"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on September 1 in each of the years and in principal installments in accordance with the following schedule:

MATURITY DATE (SEPTEMBER 1)	PRINCIPAL INSTALLMENT (\$)	INTEREST RATE (%)
20__		
20__		
20__		

(Information to be inserted from Sections 3 and 4 above)

and to pay interest thereon from the delivery date specified above, on [September 1, 20__] and semiannually on each [March 1] and [September 1] thereafter to the maturity date specified above, or to the date of redemption prior to maturity, at the interest rate per annum specified above. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months

Exhibit B

Written Procedures Relating to Continuing Compliance with Federal Tax Covenants

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Certificates, the Issuer's Chief Financial Officer (the *Responsible Person*), which currently is the Issuer's City Administrator, will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Certificates will be entered into within six (6) months of the date of delivery of the Certificates (the *Issue Date*);
- (ii) monitor that at least 85% of the proceeds of the Certificates to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Certificates after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Certificates does not exceed an amount equal to the debt service on the Certificates in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Certificates for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Certificates are invested in an investment with a guaranteed yield for 4 years or more;
- (vi) maintain any official action of the Issuer (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Certificates any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Certificates are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Certificates the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;
- (ii) monitor whether, at any time the Certificates are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Certificates are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Certificates are outstanding, any person, other than the Issuer, the employees of the Issuer, the agents of the Issuer or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Certificates are outstanding, any person, other than the Issuer, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Certificates are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Ordinance related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Certificates and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Certificates. If any portion of the Certificates is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the Issuer's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Certificates. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.