CITY OF FAIRFIELD
SPECIAL CALLED
CITY COUNCIL MEETING
APRIL 19, 2022

THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS WILL CONVENE INTO A REGULAR SCHEDULED MEETING AT 6:00PM ON TUESDAY, APRIL 19, 2022 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.

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 it. ***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, APRIL 18, 2022.***

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 MARCH 8TH ,2022

4. DISCUSSION AND POSSIBLE ACTION TO APPROVE BILL REGISTER AS OF MARCH 31ST, 2022.

5. MAYOR AND DEPARTMENT HEAD REPORTS

6. DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE CITY ADMINISTRATOR TO TAKE NO ACTION IN INCREASE OF TELECOMMUNICATIONS RIGHT-OF-WAY RATES.

7. DISCUSSION AND POSSIBLE ACTION ON THE REAPPOINTMENT OF WARREN DAVIS TO THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION AND THE FAIRFIELD AREA ECONOMIC DEVELOPMENT CORPORATION.

8. DISCUSSION AND POSSIBLE ACTION ON APPROVING A PURCHASE REQUEST FOR THE FAIRFIELD VOLUNTEER FIRE DEPARTMENT.

9. DISCUSS, CONSIDER, AND SELECT ENGINEERING SERVICE PROVIDERS TO COMPLETE PROJECT IMPLEMENTATION FOR THE AMERICAN RESCUE PLAN ACT (ARP ACT) FUNDING ADMINISTERED BY THE US DEPARTMENT OF THE TREASURY, OTHER FEDERAL OR STATE AGENCY.

10. CONSIDER AND ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS (THE "CITY") APROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION ("CORPORATION") REGARDING A LOAN TO REFINANCE CERTAIN OUTSTANDING OBLIGATIONS OF THE CORPORATION; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN;

AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT.

11. DISCUSSION AND POSSIBLE ACTION N A CONTRACT AMENDMENT WITH WASTE CONNECTIONS.

12. EXECUTIVE SESSION-

    A. PERSONNEL MATTERS – SECTION 551.074
    DELIBERATION ON THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE
    1. JOSH ASHLEY
    2. HAROLD MARKHAM
    3. WILLIAM MENCHEW

    B. ECONOMIC DEVELOPMENT- SECTION 551.087
    1. PROJECT STUART

13. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ON ITEM(S) DISCUSSED IN EXECUTIVE SESSION.

13. ADJOURN

I CERTIFY THAT THE ABOVE NOTICE OF MEETING WAS POSTED BY APRIL 14TH 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
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
CITY COUNCIL MEETING

Date: March 8, 2022
Time: 6:00 p.m.
Adjourn: 6:37 p.m.
Council present: Angela Oglesbee, Stephen Daniel, Bobby Nichols, Arland Thill, 6:02 p.m., Jeffrey Price, 6:14 p.m.
Mayor Hughes absent

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1. **CALL TO ORDER; PRAYER AND PLEDGE**
   Mayor Pro Tem Bobby Nichols called the meeting to order at 6:00 p.m. A quorum was declared present.

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.***
   Curtis Bearden introduced himself as the new reporter for Fairfield Recorder.

3. **DISCUSSION AND POSSIBLE ACTION TO APPROVE MINUTES FROM FEBRUARY 8TH ,2022**
   Angela Oglesbee made the motion to approve minutes from February 8th, 2022. Stephen Daniel seconded. All voted for.

4. **DISCUSSION AND POSSIBLE ACTION TO APPROVE BILL REGISTER AS OF FEBRUARY 28th, 2022.**
   Arland Thill made the motion to approve bill register as of February 28th. Angela Oglesbee seconded. All voted for.

5. **MAYOR AND DEPARTMENT HEAD REPORTS**
   Accepted as presented

6. **DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT WITH THE TEXAS DEPARTMENT OF AGRICULTURE FOR A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT.**
   Angela Oglesbee made the motion authorizing the Mayor to sign a grant agreement with the Texas Department of Agriculture for a Texas Community Development Block Grant. Arland Thill seconded. All voted for.

7. **DISCUSSION AND PRESENTATION FROM WASTE CONNECTIONS FOR A RATE INCREASE DUE TO INCREASED COSTS.**
   Discussion only with Chris Bankhead with Waste Connections for a rate increase due to increased costs.

8. **DISCUSSION AND POSSIBLE ACTION ON THE ANNUAL RACIAL PROFILING REPORT.**
   Jeffrey Price made the motion to approve the annual Racial Profiling report. Stephen Daniel seconded. All voted for.

9. **DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 2022-03-08 PATROL UNITS, A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR.**
   Jeffrey Price made the motion to approve Resolution 2022-03-08 Patrol Units, a grant application to the Office of the Governor.

10. **DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 2022-03-08 ARMOR, A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR.**
Jeffrey Price made the motion to approve Resolution 2022-03-08 Armor, a grant application to the Office of the Governor. Stephen Daniel seconded. All voted for.

11. **EXECUTIVE SESSION- 6:22p.m**
SECTION 551.074 – PERSONEL-DELIBERATION THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF PUBLIC OFFICER OR EMPLOYEE:
1. EMMA DEANDA

12. **RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ON ITEMS(S) DISCUSSED IN EXECUTIVE SESSION. – 6:36**
SECTION 551.074 – PERSONEL-DELIBERATION THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF PUBLIC OFFICER OR EMPLOYEE:
1. EMMA DEANDA
Stephen Daniel made the motion to terminate the employment of Emma Deanda. Jeffrey Price seconded. All voted for.

13. **ADJOURN** – 6:37 p.m.

Bobby Nichols
Mayor Pro Tem

Attest

Misty L. Richardson, TRMC
City Secretary

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	OTHER INSURANCE	312.08
			OTHER INSURANCE	310.34
			OTHER INSURANCE	173.61
			OTHER INSURANCE	173.61
		TX CHILD SUPPORT SDU -		123.69
				123.69
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSI	2,799.79
			FED WITHHOLDING TAX DEPOSI	2,627.01
			FICA PAYROLL TAX DEPOSIT	2,488.89
			FICA PAYROLL TAX DEPOSIT	2,421.73
			MEDICARE TAX DEPOSIT	582.09
			MEDICARE TAX DEPOSIT	566.36
		HARTFORD LIFE INSURANCE COMPANY	457 RETIREMENT PLAN	20.00
			457 RETIREMENT PLAN	20.00
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	115.14
			MED DEPENDENT CHILD	115.14
			DEPENDENT DENTAL	110.46
			DEPENDENT DENTAL	109.68
			DEPENDENT FAMILY MEDICAL	1,374.95
			DEPENDENT FAMILY MEDICAL	1,357.73
			DEPENDENT LIFE	1.60
			DEPENDENT LIFE	1.60
			DEPENDENT SPOUSE MEDICAL	416.84
			DEPENDENT SPOUSE MEDICAL	416.84
			LIFE INSURANCE	17.52
			LIFE INSURANCE	17.52
			FLEX SPENDING	686.58
			FLEX SPENDING	676.54
			VISION - DEPENDENT	120.79
			VISION - DEPENDENT	119.67
			VISION - EMPLOYEE	77.40
			VISION - EMPLOYEE	76.98
		TMRS	TMRS-PAYROLL	2,985.73
			TMRS-PAYROLL	2,926.23
		TX CHILD SUPPORT SDU		145.38
				145.38
			TOTAL:	24,758.59
ADMINISTRATIVE	GENERAL FUND	FAIRFIELD 84 INVESTMENTS, LLC	3.2022 425 W COMMERCE	1,200.00
		VYVE	425 W COMMERCE	450.00
		CAPPS TRUE VALUE HARDWARE	ZIP TIES FOR BANNERS	19.59
		FAIRFIELD AMBULANCE SERVICE INC. (EMS)	3.2022 PER BUDGET	207.00
		FAIRFIELD ECONOMIC DEVELOPMENT CORP.	3.2022 25% SALES TAX	38,017.62
		FLATT STATIONERS, INC.	FLAGS AND ENVELOPE	22.74
			FLAGS AND ENVELOPE	128.00
			INK	119.04
			PAPER, MANILLA FOLDERS	180.80
			PERMIT PAPER	21.18
			COFFEE AND DVD	151.72
			TONER	110.99
		FREESTONE COUNTY TIMES	BASKETBALL, INV BID, REC,	367.75
		FREESTONE CENTRAL APPRAIS	SECOND QUARTER COF	8,435.90
		EAGLE INSURANCE SERVICES	SURETY BOND NS	350.00
		WELLS FARGO BANK	INSPECTIONS, PRIME FLAG LI	54.77
			INSPECTIONS, PRIME FLAG LI	20.96
		AT&T MOBILITY	CELL PHONES ADMIN PUBLIC W	137.61

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ABC CLIMATE CONTROL STORAGE	UNITS 519,510,523, 504	665.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	340.02
			FICA PAYROLL TAX DEPOSIT	328.65
			MEDICARE TAX DEPOSIT	79.53
			MEDICARE TAX DEPOSIT	76.86
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	89.56
			MED DEPENDENT CHILD	89.56
			DEPENDENT DENTAL	51.29
			DEPENDENT DENTAL	49.48
			DEPENDENT FAMILY MEDICAL	910.48
			DEPENDENT FAMILY MEDICAL	870.28
			HEALTH/LIFE INSURANCE-EMPL	835.34
			HEALTH/LIFE INSURANCE-EMPL	805.88
			EMPLOYEE DENTAL ONLY	46.70
			EMPLOYEE DENTAL ONLY	45.05
			HEALTH/LIFE INSURANCE-EMPL	2.91
			HEALTH/LIFE INSURANCE-EMPL	2.81
			FLEX SPENDING	3.67
			FLEX SPENDING	3.51
		TMRS	TMRS-PAYROLL	464.60
			TMRS-PAYROLL	434.82
		TXU ENERGY	2.22 USAGE	585.07
			2.22 USAGE	311.56
			2.22 USAGE	75.64
			425 W COMMERCE GUARD LIT	76.64
		AIR EVAC	3.2022 PREMIUMS	265.50
		ABC STORAGE	UNITS 148, 149, 150	216.66
		FREESTONE PUBLISHING	GRANT PLANNING	54.00
			INVITATION TO BID DEMOLITI	66.00
		DATAMAX	COPIES ADMIN	109.78
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	12,012.70
			TOTAL:	69,965.22
AMBULANCE/EMS	GENERAL FUND	FAIRFIELD AMBULANCE SERVICE INC. (EMS)	3.2022 CONTRACT	12,500.00
			TOTAL:	12,500.00
CONFERENCE/CIVIC CENTE	GENERAL FUND	VYVE	COFERENCE CENT	99.99
			GREEN BARN	100.90
		ACE HARDWARE & LUMBER COMPANY	AC FILTER PD, GB	55.08
		MID-AMERICAN RESEARCH CHE	CLEANER FOR STAINLESS STEE	158.40
			TOTAL:	414.37
FIRE DEPARTMENT	GENERAL FUND	TEXAS EMERGENCY SERVICES RETIREMENT SY	TESRS PART CONTRIBUTIONS	2,376.00
		LYLE OIL CO.	FVD FUEL 3.2022	656.41
		METRO FIRE	2011 SPARTAN	2,747.11
			2011 SPARTAN	2,928.13
		ATMOS ENERGY	221 S KEECHI VFD	443.14
		TXU ENERGY	2.22 USAGE	424.24
			TOTAL:	9,575.03
JUDICIAL	GENERAL FUND	FAIRFIELD MUNICIPAL SECURITY FUND	SECURITY FUND	70.54
		Allen Dean Lott	OVER PAYMENT OF CITIATION	200.00
		FLATT STATIONERS, INC.	MUNICIPAL COURT ENV	62.00
		FREESTONE COUNTY CHILD SAFETY	CHILD SAFETY FEES	25.00
		FAIRFIELD MUNICIPAL COURT TECH FUND	COURT TECH FUND	77.13
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	145.67

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA PAYROLL TAX DEPOSIT	145.67
			MEDICARE TAX DEPOSIT	34.07
			MEDICARE TAX DEPOSIT	34.07
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	20.67
			DEPENDENT DENTAL	20.67
			DEPENDENT SPOUSE MEDICAL	242.55
			DEPENDENT SPOUSE MEDICAL	242.55
			HEALTH/LIFE INSURANCE-EMPL	673.32
			HEALTH/LIFE INSURANCE-EMPL	673.32
			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	191.22
			TMRS-PAYROLL	185.43
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	5,032.00
			TOTAL:	8,153.50
LIBRARY	GENERAL FUND	FAIRFIELD LIBRARY ASSOCIA	3.2022 CONTRACT	1,666.67
			TOTAL:	1,666.67
PARKS & RECREATION	GENERAL FUND	BAYLESS AUTO SUPPLY	137 AND 139	31.16
			137 WATER PUMP AND FLUID	134.97
			#139	33.27
		CAPPS TRUE VALUE HARDWARE	SOFTBALL FIELD LIGHT	9.05
		FAIRFIELD FARM & RANCH	GRASS SEED CREEK AND PENS	325.00
		J & H ELECTRIC	PAVILLION AT PARK	994.00
		ACE HARDWARE & LUMBER COMPANY	WALKING TRAIL REPAIR	34.50
			CLEANING PRODUCTS	329.99
			SPRINKLERS FOR ROSES	229.42
			RODEO ARENA LIGHTS	35.85
			PAVILLION LIGHTS	45.98
			TO PAINT PARKS DEPT ON TRA	47.94
			RODEO AND TRAIL BATHROOMS	118.65
			GROUND MAINTENANCE	33.97
			WALKING TRAIL BATHROOM	30.56
			RODEO ARENA BATHROOM	12.99
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	152.50
		LYLE OIL CO.	SANDLOT TRASH CANS	40.00
		WELLS FARGO BANK	INSPECTIONS, PRIME FLAG LI	18.51
		PLANT WORLD	MULCH, SHRUB FOOD, ROSE FO	363.69
			FLOWER BEDS	99.00
			FLOWER BEDS	44.55
			ROSES AND FOOD	294.95
			RED MULCH	103.95
		AT&T MOBILITY	CELL PHONES ADMIN PUBLIC W	45.87
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	183.19
			FICA PAYROLL TAX DEPOSIT	181.33
			MEDICARE TAX DEPOSIT	42.84
			MEDICARE TAX DEPOSIT	42.41
		FAIRFIELD QUICK LUBE	#137 INSPECTION	7.00
			#139 INSPECTION	7.00
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	673.32
			HEALTH/LIFE INSURANCE-EMPL	673.32
			EMPLOYEE DENTAL ONLY	37.64
			EMPLOYEE DENTAL ONLY	37.64

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HEALTH/LIFE INSURANCE-EMPL	2.34
			HEALTH/LIFE INSURANCE-EMPL	2.34
		TMRS	TMRS-PAYROLL	224.55
			TMRS-PAYROLL	215.54
		TXU ENERGY	2.22 USAGE	2,616.96
			2.22 USAGE	12.08
		WHOLESALE ELECTRIC SUPPLY	PARK LIGHTS	208.00
		GWG WOOD GROUP INC	KIDDIE PARK	2,367.50
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	5,879.14
			TOTAL:	17,024.46
POLICE DEPARTMENT	GENERAL FUND	COAST TO COAST SOLUTIONS	EVIDENCE BOXES	199.47
		VYVE	839 E COMMERCE PD	979.86
		FLATT STATIONERS, INC.	COFFEE AND DVD	96.04
		ACE HARDWARE & LUMBER COMPANY	AC FILTER PD, GB	27.98
		LAW ENFORCEMENT SYSTEM IN	WARNINGS AND TICKETS	256.00
		AT&T MOBILITY	PD CELL PHONES MARCH	543.45
		MG AUTOMOTIVE	UNIT 7	256.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	TAHOES AND FORDS	45,000.00
			FICA PAYROLL TAX DEPOSIT	1,348.56
			FICA PAYROLL TAX DEPOSIT	1,278.87
			MEDICARE TAX DEPOSIT	315.39
			MEDICARE TAX DEPOSIT	299.09
		CANON FINANCIAL SERVICES, INC.	COPIER LEASE PD	93.60
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	179.11
			MED DEPENDENT CHILD	179.11
			DEPENDENT DENTAL	124.02
			DEPENDENT DENTAL	124.02
			DEPENDENT FAMILY MEDICAL	919.10
			DEPENDENT FAMILY MEDICAL	919.10
			DEPENDENT SPOUSE MEDICAL	727.65
			DEPENDENT SPOUSE MEDICAL	727.65
			HEALTH/LIFE INSURANCE-EMPL	3,703.26
			HEALTH/LIFE INSURANCE-EMPL	3,703.26
			EMPLOYEE DENTAL ONLY	207.02
			EMPLOYEE DENTAL ONLY	207.02
			HEALTH/LIFE INSURANCE-EMPL	12.87
			HEALTH/LIFE INSURANCE-EMPL	12.87
			FLEX SPENDING	9.25
			FLEX SPENDING	9.25
		TMRS	TMRS-PAYROLL	1,718.91
			TMRS-PAYROLL	1,603.41
		O'REILLY AUTO PARTS	PD	19.58
		GALLS, LLC	UNIFORMS	180.00
		DATAMAX	PRINTING FOR PD	81.68
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	45,161.42
			TOTAL:	111,223.87
STREETS AND DRAINAGE	GENERAL FUND	CAPPS TRUE VALUE HARDWARE	VAC TRAILER	6.78
			AIR TANK REPAIR	6.99
			HANDI CRETE	5.19
			SIGN POST REUNION	5.19
			HANDI CRETE	5.19
			VAL VERDE CULVERT	1,139.97
		EDDIE'S AUTOBODY & TIRE	VAC TRAILER	25.00
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	152.50

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		WELLS FARGO BANK	INSPECTIONS, PRIME FLAG LI	18.51
		PARKER AUTO SUPPLY	AIR GREASE GUN	145.00
			CLEARANCE LIGHT	17.77
			134	6.12
		AT&T MOBILITY	CELL PHONES ADMIN PUBLIC W	45.87
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	248.48
			FICA PAYROLL TAX DEPOSIT	264.25
			MEDICARE TAX DEPOSIT	58.12
			MEDICARE TAX DEPOSIT	61.80
		RED HAT RENTALS	63G RAPID MICRO	31.00
		FAIRFIELD QUICK LUBE	40 INSPECTION	7.00
			134 INSPECTION	7.00
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	41.34
			DEPENDENT DENTAL	41.34
			DEPENDENT FAMILY MEDICAL	919.10
			DEPENDENT FAMILY MEDICAL	919.10
			HEALTH/LIFE INSURANCE-EMPL	1,009.98
			HEALTH/LIFE INSURANCE-EMPL	1,009.98
			EMPLOYEE DENTAL ONLY	56.46
			EMPLOYEE DENTAL ONLY	56.46
			HEALTH/LIFE INSURANCE-EMPL	3.51
			HEALTH/LIFE INSURANCE-EMPL	3.51
		TMRS	TMRS-PAYROLL	335.87
			TMRS-PAYROLL	344.46
		TXU ENERGY	2.22 USAGE	2,743.82
		O'REILLY AUTO PARTS	134	36.98
			MOSQUITO MACHINE	81.21
			CLEANING SUPPLIES	53.44
			140 LICENSE PLATE BRACKETS	3.69
			134, TDCJ SCAG	54.86
			AIR TANK AT BARN	7.98
			134 HEADLIGHT	15.87
		FREESTONE FORD	#134 INSPECTION	7.00
			138 TDCJ TRUCK	892.64
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	9,093.14
			TOTAL:	19,989.47
COMMUNITY DEVELOPMENT	GENERAL FUND	WARD SIGN CO.	EASTER BANNER	350.00
			TOTAL:	350.00
FEDC	GENERAL FUND	COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	222.96
			FICA PAYROLL TAX DEPOSIT	222.96
			MEDICARE TAX DEPOSIT	52.14
			MEDICARE TAX DEPOSIT	52.14
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	20.67
			DEPENDENT DENTAL	20.67
			DEPENDENT FAMILY MEDICAL	459.55
			DEPENDENT FAMILY MEDICAL	459.55
			HEALTH/LIFE INSURANCE-EMPL	673.32
			HEALTH/LIFE INSURANCE-EMPL	673.32
			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

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TMRS	TMRS-PAYROLL	306.51
			TMRS-PAYROLL	297.23
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	8,065.98
			TOTAL:	11,614.36
NON-DEPARTMENTAL	ENTERPRISE	AFLAC	OTHER INSURANCE	35.59
			OTHER INSURANCE	37.37
			OTHER INSURANCE	32.40
			OTHER INSURANCE	32.40
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSI	1,083.75
			FED WITHHOLDING TAX DEPOSI	857.30
			FICA PAYROLL TAX DEPOSIT	837.39
			FICA PAYROLL TAX DEPOSIT	701.23
			MEDICARE TAX DEPOSIT	195.83
			MEDICARE TAX DEPOSIT	164.00
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	191.90
			MED DEPENDENT CHILD	115.14
			DEPENDENT DENTAL	39.41
			DEPENDENT DENTAL	31.16
			DEPENDENT FAMILY MEDICAL	1.85
			DEPENDENT FAMILY MEDICAL	10.46
			DEPENDENT LIFE	1.55
			DEPENDENT LIFE	1.57
			DEPENDENT SPOUSE MEDICAL	202.49
			DEPENDENT SPOUSE MEDICAL	205.00
			LIFE INSURANCE	11.56
			LIFE INSURANCE	11.86
			FLEX SPENDING	104.60
			FLEX SPENDING	112.29
			VISION - DEPENDENT	56.72
			VISION - DEPENDENT	44.85
			VISION - EMPLOYEE	32.27
			VISION - EMPLOYEE	27.60
		TMRS	TMRS-PAYROLL	941.45
			TMRS-PAYROLL	787.42
			TOTAL:	6,908.41
SANITATION	ENTERPRISE	COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	14.42
			FICA PAYROLL TAX DEPOSIT	10.00
			MEDICARE TAX DEPOSIT	3.37
			MEDICARE TAX DEPOSIT	2.34
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	54.93
			HEALTH/LIFE INSURANCE-EMPL	38.70
			EMPLOYEE DENTAL ONLY	3.07
			EMPLOYEE DENTAL ONLY	2.17
			HEALTH/LIFE INSURANCE-EMPL	0.19
			HEALTH/LIFE INSURANCE-EMPL	0.13
		TMRS	TMRS-PAYROLL	17.67
			TMRS-PAYROLL	11.88
		WASTE CONNECTIONS LONE STAR, INC	3.22 RESIDENTIAL TOTERS	14,323.80
			3.22 COMMERCIAL TOTERS	2,491.00
			MIMS CREEK SLUDGE	1,018.88

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	393.75
			TOTAL:	18,386.30
WATER OPERATIONS	ENTERPRISE	WARREN AC AND HEAT	LP KIT FOR CITY BARN	449.75
			BARN HEATER	95.00
		VYVE	300 LOVE STREET	99.99
			WATSON WELL	99.99
		CAPPS TRUE VALUE HARDWARE	SAW	339.25
			FOR POWER WASHER	14.59
			LOCKS	310.56
			BARN LIGHT GENERATOR	10.95
			GASKETS	2.85
		J & H ELECTRIC	LAWN MOWER BUILDING	284.00
		ACE HARDWARE & LUMBER COMPANY	#135	19.99
			HEATER INSTALLATION	268.53
			HEATER INSTALL	11.93
		JOHNSON LAB & SUPPLY	CLAMPS	602.76
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	152.50
		LONESTAR MAINTENANCE & SE	CLZ	527.00
			CLZ BOTTLE RENT FF	126.00
		LYLE OIL CO.	135 TIRE PATCH	25.00
		WELLS FARGO BANK	INSPECTIONS, PRIME FLAG LI	18.51
		KENT TRUCKING & CONST.	SAND	1,125.00
		AT&T MOBILITY	CELL PHONES ADMIN PUBLIC W	91.74
		COMMUNITY NATIONAL BANK & TRUST OF TEX	TAHOES AND FORDS	15,574.26
			FICA PAYROLL TAX DEPOSIT	251.07
			FICA PAYROLL TAX DEPOSIT	190.45
			MEDICARE TAX DEPOSIT	58.71
			MEDICARE TAX DEPOSIT	44.54
		FAIRFIELD QUICK LUBE	141 INSPECTION	7.00
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	89.56
			DEPENDENT DENTAL	15.40
			DEPENDENT DENTAL	3.22
			DEPENDENT FAMILY MEDICAL	4.31
			DEPENDENT FAMILY MEDICAL	2.87
			DEPENDENT SPOUSE MEDICAL	57.09
			DEPENDENT SPOUSE MEDICAL	36.19
			HEALTH/LIFE INSURANCE-EMPL	847.19
			HEALTH/LIFE INSURANCE-EMPL	698.74
			EMPLOYEE DENTAL ONLY	47.36
			EMPLOYEE DENTAL ONLY	39.06
			HEALTH/LIFE INSURANCE-EMPL	2.95
			HEALTH/LIFE INSURANCE-EMPL	2.44
			FLEX SPENDING	0.18
			FLEX SPENDING	0.10
		ATMOS ENERGY	300 LOVE STREET	203.91
		TMRS	TMRS-PAYROLL	314.29
			TMRS-PAYROLL	228.33
		TXU ENERGY	2.22 USAGE	5,247.71
		U.S. POST MASTER	WATER BILL POSTAGE	711.60
		CLARKE MOSQUITO CONTROL PRODUCTS	MOSQ MASTER	7,476.48
		WHOLESALE ELECTRIC SUPPLY	REPAIR LIGHTS	219.50
		WITCH EQUIPMENT COMPANY, INC.	VAC SYSTEM	4,793.32
		FREESTONE FORD	#135 REPAIRS	601.48

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	7,233.36
			TOTAL:	49,678.56
WASTEWATER OPERATIONS	ENTERPRISE	BAYLESS AUTO SUPPLY	S BATEMAN LIFT STATION	41.80
		CAPPS TRUE VALUE HARDWARE	MIMS CREEK	0.72
		MID-AMERICAN RESEARCH CHE	ENZYMES	2,422.38
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	152.51
		CLEARWATER ASSOCIATES LLC	MIMS FORMULA	3,179.82
		WELLS FARGO BANK	INSPECTIONS, PRIME FLAG LI	18.53
		KENT TRUCKING & CONST.	SAND	1,125.00
		AT&T MOBILITY	CELL PHONES ADMIN PUBLIC W	137.61
		COMMUNITY NATIONAL BANK & TRUST OF TEX	TAHOES AND FORDS	7,000.00
			FICA PAYROLL TAX DEPOSIT	571.91
			FICA PAYROLL TAX DEPOSIT	500.79
			MEDICARE TAX DEPOSIT	133.75
			MEDICARE TAX DEPOSIT	117.12
		FAIRFIELD QUICK LUBE	TRUCK 140	128.99
			133	7.00
			130 INSPECTION	7.00
			135 INSPECTION	7.00
			131 INSPECTION	7.00
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	358.21
			MED DEPENDENT CHILD	268.66
			DEPENDENT DENTAL	76.63
			DEPENDENT DENTAL	69.55
			DEPENDENT FAMILY MEDICAL	21.54
			DEPENDENT SPOUSE MEDICAL	414.20
			DEPENDENT SPOUSE MEDICAL	440.95
			HEALTH/LIFE INSURANCE-EMPL	1,606.82
			HEALTH/LIFE INSURANCE-EMPL	1,457.69
			EMPLOYEE DENTAL ONLY	89.83
			EMPLOYEE DENTAL ONLY	81.49
			HEALTH/LIFE INSURANCE-EMPL	5.57
			HEALTH/LIFE INSURANCE-EMPL	5.05
			FLEX SPENDING	1.59
			FLEX SPENDING	1.79
		TMRS	TMRS-PAYROLL	690.20
			TMRS-PAYROLL	588.83
		TXU ENERGY	2.22 USAGE	6,044.69
			2.22 USAGE	207.59
			2.22 USAGE	248.79
			2.22 USAGE	11.30
			2.22 USAGE	1,482.18
			2.22 USAGE	103.40
			2.22 USAGE	60.51
		SUNBELT CONTROLS	PARTS FOR MISSION CONTROL	531.00
		WHOLESALE ELECTRIC SUPPLY	REPAIRS TO RONNIE LIFT STA	319.72
			MIMS CREEK	1,414.56
		BLUE RIVER TECHNOLOGIES	SLUDGE BAGS	3,374.00
		HAYTER ENGINEERING, INC.	WASTEWATER PERMIT RENEWAL	701.25
		O'REILLY AUTO PARTS	131 FLUID	19.99
		CORE & MAIN LP	DRYING BEDS REPAIR	800.00
		FREESTONE FORD	#133	42.48
			#133 INSPECTION	7.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	18,303.31
			TOTAL:	55,409.30
NON-DEPARTMENTAL	TDCJ	AFLAC	OTHER INSURANCE	2.15
			OTHER INSURANCE	2.11
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSI	252.31
			FED WITHHOLDING TAX DEPOSI	270.71
			FICA PAYROLL TAX DEPOSIT	212.35
			FICA PAYROLL TAX DEPOSIT	225.29
			MEDICARE TAX DEPOSIT	49.67
			MEDICARE TAX DEPOSIT	52.70
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	0.58
			DEPENDENT DENTAL	0.76
			DEPENDENT FAMILY MEDICAL	1.85
			DEPENDENT FAMILY MEDICAL	10.46
			DEPENDENT LIFE	0.05
			DEPENDENT LIFE	0.03
			DEPENDENT SPOUSE MEDICAL	5.93
			DEPENDENT SPOUSE MEDICAL	3.42
			LIFE INSURANCE	0.70
			LIFE INSURANCE	0.40
			FLEX SPENDING	6.76
			FLEX SPENDING	9.11
			VISION - DEPENDENT	0.85
			VISION - DEPENDENT	1.10
			VISION - EMPLOYEE	5.33
			VISION - EMPLOYEE	5.42
		TMRS	TMRS-PAYROLL	241.02
			TMRS-PAYROLL	256.21
			TOTAL:	1,617.27
OPERATIONS & MAINTENAN	TDCJ	MARTIN GALLEGOS	BOOT REIMBURSEMENT	130.00
		DEALERS ELECTRICAL SUPPLY	LIGHTS FOR WWTP	1,009.60
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	152.50
		LONESTAR MAINTENANCE & SE	CLZ TDCJ	527.00
			CLZ BOTTLE RENTTDCJ	126.00
		WELLS FARGO BANK	INSPECTIONS, PRIME FLAG LI	15.94
		AT&T MOBILITY	CELL PHONES ADMIN PUBLIC W	79.42
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	212.35
			FICA PAYROLL TAX DEPOSIT	225.28
			MEDICARE TAX DEPOSIT	49.67
			MEDICARE TAX DEPOSIT	52.69
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	1.37
			DEPENDENT DENTAL	1.77
			DEPENDENT FAMILY MEDICAL	4.31
			DEPENDENT FAMILY MEDICAL	24.41
			DEPENDENT SPOUSE MEDICAL	13.81
			DEPENDENT SPOUSE MEDICAL	7.96
			HEALTH/LIFE INSURANCE-EMPL	695.64
			HEALTH/LIFE INSURANCE-EMPL	702.25
			EMPLOYEE DENTAL ONLY	38.88
			EMPLOYEE DENTAL ONLY	39.25
			HEALTH/LIFE INSURANCE-EMPL	2.42
			HEALTH/LIFE INSURANCE-EMPL	2.44
			FLEX SPENDING	0.11
			FLEX SPENDING	0.15

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TMRS	TMRS-PAYROLL	261.66
			TMRS-PAYROLL	269.76
		TXU ENERGY	2.22 USAGE	4,328.45
		O'REILLY AUTO PARTS	134, TDCJ SCAG	54.20
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	7,103.21
			TOTAL:	16,132.50
NON-DEPARTMENTAL	HOTEL/MOTEL FUND	COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSI	89.82
			FED WITHHOLDING TAX DEPOSI	89.82
			FICA PAYROLL TAX DEPOSIT	92.02
			FICA PAYROLL TAX DEPOSIT	92.02
			MEDICARE TAX DEPOSIT	21.52
			MEDICARE TAX DEPOSIT	21.52
		TML EMPLOYEE BENEFITS POOL	VISION - EMPLOYEE	5.00
			VISION - EMPLOYEE	5.00
		TMRS	TMRS-PAYROLL	103.89
			TMRS-PAYROLL	103.89
			TOTAL:	624.50
HOTEL/MOTEL FUND	HOTEL/MOTEL FUND	FREESTONE COUNTY GO TEXAN	ADD ON PRIZE MONEY GO TEXA	3,000.00
			ADD ON PRIZE MONEY	3,000.00
		FREESTONE COUNTY FAIR CELEBRATION ACCO	PLASTIC SIGNAGE FREESTANDI	1,906.00
			JAKE HOOKER DEPOSIT	500.00
			7 BRIDGES DEPOSIT	2,750.00
			CRISTINA AMARO DEPOSIT	1,500.00
			MICHAEL TWITTY DEPOSIT	3,750.00
			WADE BOWEN DEPOSIT	15,000.00
			BANNERS, BILLBOARD, FAIR B	4,966.58
			STAGE DEPOSIT	2,668.75
		PRINTIVITY	BROCHURES TOURISM	3,542.96
		FAIRFIELD CHAMBER OF COMMERCE	3.2022	5,000.00
		FREESTONE CTY HISTORICAL MUSEUM	3.2022 PER BUDGET	1,250.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	92.02
			FICA PAYROLL TAX DEPOSIT	92.02
			MEDICARE TAX DEPOSIT	21.52
			MEDICARE TAX DEPOSIT	21.52
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	336.66
			HEALTH/LIFE INSURANCE-EMPL	336.66
			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	112.80
			TMRS-PAYROLL	109.38
		TEXAS STATE COON HUNTERS ASSOCIATION	AMERICAN HERITAGE HUNT	3,407.09
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	3,018.32
			TOTAL:	56,422.26
WATER LINE CONSTRUCTIO	TDCJ WATER LINE	HAYTER ENGINEERING, INC.	TDCJ WATER & SEWER IMPROVE	2,820.07
			TOTAL:	2,820.07
NON-DEPARTMENTAL	WESTWOOD WATER	COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSI	101.02
			FED WITHHOLDING TAX DEPOSI	101.02
			FICA PAYROLL TAX DEPOSIT	99.21
			FICA PAYROLL TAX DEPOSIT	99.21
			MEDICARE TAX DEPOSIT	23.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE TAX DEPOSIT	23.20
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	8.85
			DEPENDENT DENTAL	8.85
			DEPENDENT FAMILY MEDICAL	196.95
			DEPENDENT FAMILY MEDICAL	196.95
			LIFE INSURANCE	2.41
			LIFE INSURANCE	2.41
			VISION - DEPENDENT	12.74
			VISION - DEPENDENT	12.74
			VISION - EMPLOYEE	5.00
			VISION - EMPLOYEE	5.00
		TMRS	TMRS-PAYROLL	126.58
			TMRS-PAYROLL	126.58
			TOTAL:	1,151.92
WATER OPERATIONS	WESTWOOD WATER	LONESTAR MAINTENANCE & SE	CLZ BOTTLE RENT	49.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	99.21
			FICA PAYROLL TAX DEPOSIT	99.21
			MEDICARE TAX DEPOSIT	23.20
			MEDICARE TAX DEPOSIT	23.20
		FAIRFIELD QUICK LUBE	132 FULL SERVICE	137.62
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	20.67
			DEPENDENT DENTAL	20.67
			DEPENDENT FAMILY MEDICAL	459.55
			DEPENDENT FAMILY MEDICAL	459.55
			HEALTH/LIFE INSURANCE-EMPL	336.66
			HEALTH/LIFE INSURANCE-EMPL	336.66
			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	137.43
			TMRS-PAYROLL	133.27
		TXU ENERGY	2.22 USAGE	15.34
		**PAYROLL EXPENSES	3/01/2022 - 3/31/2022	3,616.68
			TOTAL:	6,007.90

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT

============== FUND TOTALS ================

01	GENERAL FUND	287,235.54
02	ENTERPRISE	130,382.57
06	TDCJ	17,749.77
07	HOTEL/MOTEL FUND	57,046.76
20	TDCJ WATER LINE	2,820.07
23	WESTWOOD WATER	7,159.82
	GRAND TOTAL:	502,394.53

TOTAL PAGES: 12

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET:	01-CITY OF FAIRFIELD
VENDOR:	All
CLASSIFICATION:	All
BANK CODE:	All
ITEM DATE:	0/00/0000 THRU 99/99/9999
ITEM AMOUNT:	99,999,999.00CR THRU 99,999,999.00
GL POST DATE:	3/01/2022 THRU 3/31/2022
CHECK DATE:	0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES:	YES
EXPENSE TYPE:	GROSS
CHECK DATE:	3/01/2022 THRU 3/31/2022

PRINT OPTIONS

PRINT DATE:	None
SEQUENCE:	By Department
DESCRIPTION:	Distribution
GL ACCTS:	NO
REPORT TITLE:	COUNCIL REPORT 3/31/2022
SIGNATURE LINES:	0

PACKET OPTIONS

INCLUDE REFUNDS:	YES
INCLUDE OPEN ITEM:	NO

EST. 1851
FAIRFIELD
TEXAS

TO: Mayor, City Council
FROM: Nate Smith, City Administrator NBS
DATE: April 6, 2022
RE: City Administrator Report

Update

Here is an update on city projects.

1. TDCJ Project – The city met with engineers and TDCJ on April 1 to discuss well placement. We will have to obtain a hydrology analysis.
2. I-45 Frontage Road – Our engineers are working with TxDOT to get our water line replacement as part of the road construction contract. By using the road construction contract, we will not have to wait on reimbursement from TxDOT.
3. Water Tower – The grant agreement has been signed by the city and the Texas Department of Agriculture (TDA). There's many forms that will need to be filled out by GrantWorks in accordance with the grant, but we are on track to start bidding later this year.
4. Planning Grant – On March 30, TDA completed preliminary scoring for the TxCDBG Planning Grant. We placed third in the state on scoring and is looking good for being funded. I have attached the scoring sheet to this report.
5. Employee Pay – I have requested to the Mayor that the City Council should have a workshop on April 26 to discuss employee pay. Although the council has mentioned in previous meetings about police officer pay, we have many positions that also need to be considered for a pay upgrade, especially in this current inflationary environment.

Budget Report

Here is an update on the city's budget, ending March 31. General Fund revenues are at 59.71 percent of budgeted expectations and expenditures are at 52.61 percent.

Revenue

- Property Tax – Property tax collection is at 99.34 percent. Delinquent tax collection is at 63.77 percent.
- Sales Tax – Sales tax for the month of April was 58.38 percent over the previous year, at $168,116.18. The sales tax revenue is still beating inflation (9.66%) by 43 percent. Although detailed information is not yet available, some factors for this rise include major construction purchases such as concrete and gains by local retailers.
- Enterprise Fund – Revenues for the Enterprise Fund is at 47.29 percent of budgeted revenue.
- TDCJ Fund – Revenues for the Boyd Unit facility is at 47.53 percent of budgeted revenue.
- Hotel/Motel Fund – Revenues are at 24.96 percent collected.
- Westwood Fund – Revenues are at 43.16 percent collected.

Expenditures

- Enterprise Fund – Enterprise Fund expenditures are at 45.15 percent.
- TDCJ Fund – Total expenditures are at 34.96 percent.
- Hotel/Motel Fund – Expenditures are at 74.63 percent.
- Westwood Fund – Expenditures are at 47.62 percent.

PY 2021 Planning and Capacity Building (CPC) Application Scores

Applicant	Population	LMI	MHI	Previous Funding	Early Public Hearing	FH	ENV	EXT	PCR	DEOB	Grand Total	Amount Requested
Tye	20	10.22	2.6376	80	2	2	5	1	5	5	**132.8576**	$37,370.00
Roby	20	11.2	1.5204	80	2	2	5	1	5	5	**132.7204**	$35,000.00
Fairfield	20	0	2.5786	80	2	2	5	1	5	5	**122.5786**	$42,740.00
Lindsay	20	0	0	80	2	2	5	1	5	5	**120.0000**	$37,500.00
Brooks County	0	13.334	6.074	80	2	2	5	1	5	5	**119.4080**	$50,000.00
Hemphill	20	12.06	5.3486	60	2	2	5	1	5	5	**117.4086**	$27,856.00
Gustine	20	11.66	2.6884	60	2	2	5	1	5	5	**114.3484**	$35,000.00
Mingus	20	11.48	5.7668	60	2	2	3	0	5	5	**114.2468**	$35,000.00
Hooks	20	10.46	2.3197	60	2	2	5	1	5	5	**112.7797**	$42,740.00
Clyde	10	0	2.2036	80	2	2	5	1	5	5	**112.2036**	$37,660.00
Hillsboro	0	11.84	2.3223	80	2	2	5	1	5	2	**111.1623**	$65,000.00
Socorro	0	11.92	3.7228	80	2	2	0	0	5	5	**109.6428**	$75,000.00
Pineland	20	0	5.8053	60	2	2	5	1	5	5	**105.8053**	$31,113.00
Breckenridge	10	10.86	3.9919	60	2	2	3	1	5	5	**102.8519**	$55,000.00
Bridgeport	10	11.06	0	60	2	2	5	1	5	5	**101.0600**	$47,826.00
Wallis	20	0	4.3327	60	2	2	1	1	5	5	**100.3327**	$38,789.00
Todd Mission	0	0	0	80	2	2	5	1	5	5	**100.0000**	$35,000.00
Kaufman	0	12.18	2.1933	60	2	2	5	1	5	5	**94.3733**	$55,000.00
Schulenburg	20	10.38	3.0083	40	2	2	5	1	5	5	**93.3883**	$45,000.00
Teague	10	0	1.0927	60	2	2	5	1	5	5	**91.0927**	$45,000.00
La Grulla	20	12.04	3.9438	40	2	2	0	1	5	5	**90.9838**	$50,000.00
Commerce	0	14.38	4.5248	60	2	2	0	0	5	3	**90.9048**	$56,397.00
Goree	20	10.38	0.4472	40	2	2	5	1	5	5	**90.8272**	$35,000.00
Granite Shoals	10	13.28	1.5995	40	2	2	5	1	5	5	**84.8795**	$55,000.00
Van Horn	20	0	5.1235	40	2	2	4	1	5	5	**84.1235**	$40,000.00
Port Isabel	10	11.32	4.6895	40	2	2	5	1	5	3	**84.0095**	$55,000.00
Charlotte	20	12.96	5.2942	0	2	2	5	1	5	3	**56.2542**	$40,000.00

These scores are preliminary and applications have not been evaluated for eligibility. Notices to disqualified applicants have not yet been issued. This information should not be considered a commitment to funding.

DIRECTORS REPORT

April 6, 2022

Water and Wastewater Department:

1. City Wells in production are operating properly. Averaged 420 thousand gallons per day for the month of March. The water wells have produced 13 million gallons for the month of March.

2. Water Dept: A Monthly Report is attached for Mayor and Council review.

3. Water Dept: The City and Westwood meters were read on March 17. All went well.

4. The City cut off 40 Customers for the month of March . 3 customers are still off..

5. City Employees had a total of 95 Work Orders for the month of March. The city had 30 work orders that 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 72 thousand gallons per day for the month of March. Westwood Wells have produced 2.2 million gallons for the month of March.

2. The city cut off 16 customers for the month of March. All customers have resumed their service.

Department Head
Report
Cont.:

3. The City Employees had a total of 19 Work Orders for the month of March. 9 have not been completed or processed. A Service Order Report is attached.

Street and Construction Department:

1. Street Dept.: A complete report is attached.

2. Fuel Report for the month of March 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

CITY OF FAIRFIELD - WATER SYSTEM
MARCH 2022 DAILY LOG

Date	Clark #5 Gal / Day Pumped	Park #6 Gal / Day Pumped	Watson #3 Gal / Day Pumped	Ivy #8 Gal / Day Pumped	Total Gallons Pumped	Total Combined Capability @100% Duty	Total Combined Capability @75% Duty	Total Combined Capability @50% Duty	Percent of Daily Capability Actually Pumped @100% Duty	Percent of Daily Capability Actually Pumped @75% Duty	Percent of Daily Capability Actually Pumped @50% Duty	INITIALS	TIME	CHLORINE RESIDUAL LOVE	CHLORINE RESIDUAL WATSON	CHLORINE RESIDUAL DISTRIBUTION
1	114	95	104	87	400,000	2,368,800	1,776,600	1,184,400	16.89%	22.51%	33.77%	VR	0751	0.28	1.20	0.71
2	147	101	101	94	443,000	2,368,800	1,776,600	1,184,400	18.70%	24.94%	37.40%	VR	0756	0.42	0.43	0.64
3	90	92	102	171	455,000	2,368,800	1,776,600	1,184,400	19.21%	25.61%	38.42%	WT	0730	1.42	0.54	0.51
4	81	83	165	69	398,000	2,368,800	1,776,600	1,184,400	16.80%	22.40%	33.60%	WT	0730	1.30	0.44	0.52
5	34	184	78	183	479,000	2,368,800	1,776,600	1,184,400	20.22%	26.96%	40.44%	RF	0700	2.20	1.16	0.84
6	107	39	172	53	371,000	2,368,800	1,776,600	1,184,400	15.66%	20.88%	31.32%	RF	0804	2.20	1.04	0.70
7	95	101	124	68	388,000	2,368,800	1,776,600	1,184,400	16.38%	21.84%	32.76%	WT	0810	2.18	0.27	0.52
8	93	147	113	130	483,000	2,368,800	1,776,600	1,184,400	20.39%	27.19%	40.78%	WT	0758	2.20	1.16	0.42
9	90	84	136	159	469,000	2,368,800	1,776,600	1,184,400	19.80%	26.40%	39.60%	DD	0757	2.84	0.40	0.76
10	39	146	48	143	376,000	2,368,800	1,776,600	1,184,400	15.87%	21.16%	31.75%	JJ	0804	1.31	0.37	1.72
11	94	101	141	101	437,000	2,368,800	1,776,600	1,184,400	18.45%	24.60%	36.90%	DD	0745	0.69	1.65	0.87
12	52	87	105	121	365,000	2,368,800	1,776,600	1,184,400	15.41%	20.54%	30.82%	RF	0700	1.10	1.66	0.92
13	73	90	102	164	429,000	2,368,800	1,776,600	1,184,400	18.11%	24.15%	36.22%	RF	0830	0.28	2.20	0.58
14	103	39	136	108	386,000	2,368,800	1,776,600	1,184,400	16.30%	21.73%	32.59%	DD	0816	0.26	2.20	0.41
15	115	53	160	106	434,000	2,368,800	1,776,600	1,184,400	18.32%	24.43%	36.64%	WT	0815	0.42	2.18	0.07
16	120	135	79	105	439,000	2,368,800	1,776,600	1,184,400	18.53%	24.71%	37.07%	WT	0820	0.82	1.68	1.97
17	70	39	126	183	418,000	2,368,800	1,776,600	1,184,400	17.65%	23.53%	35.29%	WT	0812	1.20	1.36	0.91
18	134	92	42	85	353,000	2,368,800	1,776,600	1,184,400	14.90%	19.87%	29.80%	WT	0717	1.02	1.15	1.03
19	119	174	147	119	559,000	2,368,800	1,776,600	1,184,400	23.60%	31.46%	47.20%	DD	1115	1.15	0.99	0.81
20	75	90	125	155	445,000	2,368,800	1,776,600	1,184,400	18.79%	25.05%	37.57%	DD	1245	1.20	0.75	0.77
21	103	37	69	41	250,000	2,368,800	1,776,600	1,184,400	10.55%	14.07%	21.11%	WT	0758	1.16	0.52	1.07
22	90	246	120	55	511,000	2,368,800	1,776,600	1,184,400	21.57%	28.76%	43.14%	WT	0824	0.67	0.77	1.00
23	46	63	148	120	377,000	2,368,800	1,776,600	1,184,400	15.92%	21.22%	31.83%	WT	0758	2.20	0.97	0.50
24	132	77	102	106	417,000	2,368,800	1,776,600	1,184,400	17.60%	23.47%	35.21%	WT	0735	2.18	0.29	1.11
25	90	107	144	85	426,000	2,368,800	1,776,600	1,184,400	17.98%	23.98%	35.97%	WT	0830	1.80	1.15	1.64
26	133	77	99	128	437,000	2,368,800	1,776,600	1,184,400	18.45%	24.60%	36.90%	RF	0737	2.20	0.35	0.79
27	84	126	139	80	429,000	2,368,800	1,776,600	1,184,400	18.11%	24.15%	36.22%	RF	0800	2.20	1.18	1.16
28	136	48	91	80	355,000	2,368,800	1,776,600	1,184,400	14.99%	19.98%	29.97%	WT	0800	2.18	0.50	0.89
29	86	133	145	95	459,000	2,368,800	1,776,600	1,184,400	19.38%	25.84%	38.75%	WT	0820	2.20	1.19	1.35
30	141	133	90	69	433,000	2,368,800	1,776,600	1,184,400	18.28%	24.37%	36.56%	RF	0817	2.20	0.46	1.72
31	87	94	142	100	423,000	2,368,800	1,776,600	1,184,400	17.86%	23.81%	35.71%	WT	0716	2.20	1.09	2.20
Sum	**2,973**	**3,113**	**3,595**	**3,363**	**13,044,000**	**73,432,800**	**55,074,600**	**36,716,400**	**N/A**	**N/A**	**N/A**					
Average	**96**	**100**	**116**	**108**	**420,774**	**N/A**	**N/A**	**N/A**	**17.76%**	**23.68%**	**35.53%**					

Average (3) Highs
Average (3) Lows

MAX DAY **559,000**

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:** March
Minimum Specified Residual: 0.2 mg/L **Year:** 2022

	WATER PRODUCTION					
	Total Daily Production (G/D)	Measured Residual	Hours (decimal)	Flow Rate (gpm)	pH	Temp (°C)
1	400,000	0.71				
2	443,000	0.64				
3	455,000	0.51				
4	398,000	0.52				
5	479,000	0.84				
6	371,000	0.70				
7	388,000	0.52				
8	483,000	0.42				
9	469,000	0.76				
10	376,000	1.72				
11	437,000	0.87				
12	365,000	0.92				
13	429,000	0.58				
14	386,000	0.41				
15	434,000	0.07				
16	439,000	1.97				
17	418,000	0.91				
18	353,000	1.03				
19	559,000	0.81				
20	445,000	0.77				
21	250,000	1.07				
22	511,000	1.00				
23	377,000	0.50				
24	417,000	1.11				
25	426,000	1.64				
26	437,000	0.79				
27	429,000	1.16				
28	355,000	0.89				
29	459,000	1.35				
30	433,000	1.72				
31	423,000	2.20				
TOTAL	13,044,000					
AVG		**0.94**				
MIN		0.07				
MAX		2.20				

Any additional information you wish to provide: Information is not reported in MGD. It is reported as Actual gallons per da

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

MARCH REPORT 2022

- Water rounds for Fairfield and Westwood
- Lift station rounds
- All wells and water plants running good
- All lift stations running good
- Routine calls
  - Re-reads – FF – **77** WW – **21**
  - Cut-offs – FF – **40** WW - **16**
- Work orders
  - **#024008** – 221 W Main St – Turn service on. Turned back off per customer for leak found.
  - **#023625** – 273 CR 1220 – Reprogrammed endpoint.
  - **#023784** – 157 CR 1220 – Reprogrammed endpoint.
  - **#023648** – 117 CR 1239 – Reprogrammed endpoint.
  - **#023671** – 301 CR 1211 – Reprogrammed endpoint.
  - **#023607** – 108 CR 1211 B – Reprogrammed endpoint.
  - **#023695** – 230 CR 1171 – Reprogrammed endpoint.
  - **#023647** – 115 CR 1265 – Replace endpoint. Old endpoint # - **110 434 215**, New # - **130 188 965**
  - **#023652** – 302 CR 1260 – Replace endpoint. Old endpoint # - **110 434 087**, New # - **130 189 035**
  - **#023674** – 130 CR 1259 – Replace endpoint. Old endpoint # - **110 430 349**, New # - **130 174 747**
  - **#023633** – 217 CR 1270 – Replace endpoint. Old endpoint # - **110 433 275**, New # - **130 188 962**
  - **#023644** – 121 CR 1255 – Replace endpoint. Old endpoint # - **110 432 822**, New # - **130 176 427**
  - **#023782** – 718 Clark – Replace endpoint. Old endpoint # - **110 422 465**, New # - **130 176 451**
  - **#023618** – 351 Carroll Dr – Reprogrammed endpoint.
  - **#023601** – 314 Carroll Dr – Replace endpoint. Old endpoint # - **110 431 096**, New # - **130 149 698**
  - **#023643** – 684 W HWY 84 – Replace endpoint. Old endpoint # - **110 432 974**, New # - **130 176 437**
  - **#023612** – 888 W HWY 84 – Reprogrammed endpoint.
  - **#023658** – 302 S Fairway – Reprogrammed endpoint.
  - **#023594** – 352 S Fairway – Reprogrammed endpoint.
  - **#023657** – 414 Travis St – Reprogrammed endpoint.

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- **#023777 –** 417 S Fairway – Reprogrammed endpoint.
- **#023689 –** 1001 Hatcher St – Reprogrammed endpoint.
- **#023778 –** 1061 S Bateman – Reprogrammed endpoint.
- **#023773 –** 360 Church St – Reprogrammed endpoint.
- **#023678 –** 901 S Bateman – Reprogrammed endpoint.
- **#023636 –** 620 S Bateman – Reprogrammed endpoint.
- **#023687 –** 436 Sunset – Replace endpoint. Old # - **110 450 709**, New # - **130 174 784**
- **#023631 –** 144 Carter St – Replace endpoint. Old # - **110 431 966**, New # - **130 188 913**
- **#023665 –** 319 Jefferson – Replace endpoint. Old # - **110 429 555**, New # - **130 188 865**
- **#023680 –** 102 Gilpin Dr – Replace endpoint. Old # - **110 451 166**, New # - **130 176 314**
- **#023681 –** 103 Gilpin Dr – Reprogrammed endpoint.
- **#023602 –** 320 E IH 45 – Reprogrammed endpoint.
- **#023599 –** 299 IH 45 – Reprogrammed endpoint.
- **#023595 –** 350 E IH 45 – Replace endpoint. Old # - **110 430 841**, New # - **130 189 028**
- **#023624 –** 933 S Bateman – Reprogrammed endpoint.
- **#023677 –** 618 W HWY 84 – Reprogrammed endpoint.
- **#023010 –** 330 Church – Turn on and check for leak. Turned back off. Leaking 10 gal/min.
- **#024008 –** 221 W Main St – Turn on and check for leak. Turned back off. Leak at toilet.
- **#024038 –** 1012 S Bateman – Meter and endpoint swap

  Old meter # - **180 246 930** Old endpoint # - **N/A** Old read – **58034.19**

  New meter # - **211 630 115** New endpoint # - **130 176 413** Read – **0**
- **#024014 –** 312 West St – Final billing. Read – **117759.41**
- **#024009 –** 719 Clark St – Final billing. Read – **2**
- **#024032 –** 1219 S Bateman St – Turn service on. Read – **5954.** Turn back off for leak.
- **#024033 –** 544 Lovers Ln – Sewer stoppage. Cleared our side.
- **#024034 –** 307 E Main – Sewer stoppage. No clean out found. Main flowing.
- **#024037 –** 704 Clark St – Sewer stoppage. Clean out clear, main clear. Lateral line laid flat.
- **#024031 –** 1370 W HWY 84 – Check for leak. Leak on our side. Marked with flags.
- **#024015 –** 504 Lovers Ln – Check for leak. No leak found. Meter box dry.

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- **#024019 –** 321 W HWY 84 – Repair leak contractors hit.
- **#024024 –** 330 Church St – Turn on after repairs.
- **#024025 –** 533 Peachtree St – Turn off for repairs. Replace our cut-off.
- **#024015 –** 504 Lovers Ln – Check for leak. No leak detected. Meter box dry.
- **#024011 –** 170 CR 1222 – Turn on after repairs. Turn off and lock per Clyde.
- **#023869 –** 181 CR 237 16 – Turn service on. Leak found turned back off.
- **#024013 –** 135 CR 1220 – Endpoint missing number. Endpoint # - **120 044 430**
- **#023702 –** 141 CR 1291 – Swap meter and endpoint –

  Old meter # - **180 248 170** Old endpoint # - **110 420 9432** Read – **6739.49**

  New meter # - **211 630 114** New endpoint # - **130 174 762** Read – **0**
- **#023633 –** 1012 S Bateman – Swap meter and endpoint –

  Old meter # - **180 246 930** Old endpoint # - **?** Read – **58034.19**

  New meter # - **211 630 115** New endpoint # - **130 176 413** Read – **0**
- **#023790** – 286 F M 27 W – Replace endpoint –

  Old endpoint # - **110 420 237** New endpoint # - **130 188 966**
- **#023613** – 104 PR 944 – Reprogram endpoint
- **#023693 –** 105 CR 1211 – Replace endpoint –

  Old endpoint # - **110 451 019** New endpoint # - **130 176 321**
- **#023593 –** 108 PR 1202 – Replace endpoint –

  Old endpoint # - **110 431 282** New endpoint # - **130 188 905**
- **#023645** – 138 CR 1210 – Reprogram endpoint
- **#023774** – 165 PR 1173 – Reprogram endpoint
- **#023780** – 118 CR 1220 – Replace endpoint –

  Old endpoint # - **110 423 702** New endpoint # - **130 176 331**
- **#023672** – 250 CR 1220 – Reprogram endpoint
- **#023649** – 168 CR 1222 – Reprogram endpoint
- **#023664 –** 268 CR 1222 – Reprogram endpoint
- **#023591** – 314 CR 1220 – Reprogram endpoint
- **#023794** – 167 CR 1171 – Reprogram endpoint

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- **#024070** – 575 E Reunion St – Get reading and leave on. Read from Beacon – **642.10**
- **#024071** – 610 Dejay St – Swap meter – Used same endpoint # - **110 432 474**

  Old meter # - **180 248 046** Read - **?** New meter # - **211 630 121** Read – **0**
- **#024076** – 448 S Bateman Rd – Pick up limb.
- **#024104** – 420 McDonald St – Tree down across road.
- **#024107** – 208 E Commerce St – Check for leak. No leak found.
- **#024110** – 490 Church St – Turn off for repairs.
- **#024113** – 351 McDonald St – Get reading and leave on. Read from Beacon – **222082.42**
- **#024112** – 428 S Bateman Rd – Get reading and leave on. Read from Beacon – **60553.90**
- **#024114** – 113 CR 1241 – Get reading and leave on. Read from Beacon – **214291.85**
- **#024111** – 619 Kelly St – Check for low pressure. Meter wasn't all the way on.
- **#024121** – 197 Talford St – Get reading and leave on. Read from Beacon – **85800.18**
- **#024108** – 108 Forest Dr – Check pressure. Pressure – **59 PSI**
- **#024109** – 135 N Steward Ln – Check for leak. Shows **0.30 gal/min** on customer side.
- **#024115** – 404 N Fairway – Get reading and leave on. Read – **55390.25**
- **#024117** – 344 W Reunion St – Turn service back on from repair.
- **#024123** – 381 W HWY 84 – Pull meter. Read – **48031.20**
- **#024122** – 1311 S Fairway – Turn off and lock meter due to failed arrangement.
- **#024128** – 433 W College St – Get reading. Read – **96532.90**
- **#024126** – 691 W HWY 84 – Read meter – **1029730.30**
- **#024127** – 340 W HWY 84 – Read meter's

  180 248 429 – Read – **1827364.0** **180 248 407** – Read – **100709.40**
- **#024124** – 436 Childs Dr – Read irrigation meter. Read – **210991.48**
- **#023691** 600 W Main St – Replace endpoint –

  Old ep # - **110 450 971** New ep # - **130 174 853**
- **#024119** – 118 W College St – Mark water and sewer lines.
- **#024120** – 235 S Fairway – Mark water and sewer lines.
- **#023949** – 303 Peachtree St – Repair service line leak.
- **#024056** – 413 S Bateman Rd – Repair service line leak.

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- **#023616** – 174 CR 1171 – Reprogram endpoint
- **#023637** – 151 CR 1171 – Reprogram endpoint
- **#023789** – 260 FM 27 W – Reprogram endpoint
- **#023791** – 127 FM 27 W – Replace endpoint –

  Old – **110 419 728** New – **130 176 441**
- **#024030** – 140 E HWY 84 – Turn on from repairs.
- **#024028** – 300 E IH 45 – Get reading and leave on. Read from Beacon – **0**
- **#024035** – 772 Stardust Ln – Get reading and leave on. Read – **123312.89**
- **#024036** – 127 N Steward Ln – Get reading and leave on. Read – **0**
- **#024049** – 404 CR 1250 – Turn off for repairs.
- **#024044** – 667 N Bateman Rd - Mark water line.
- **#024045** – 170 CR 1222 – Get reading and leave on. Read – **218205.02**
- **#024046** – 1009 Walnut Creek Dr. Check for leak. No leak. Standing rain water.
- **#024040** – 374 Church St – Final billing. Read – **243370.61**
- **#024048** – 313 E Main St – Sewer stoppage. No c/o found. Main running.
- **#024039** – 312 West St – Turn service on. Read – **117759.42**
- **#024053** – 328 McDonald – Final billing. Read – **162674.81**
- **#024052** – 700 Clark St – Turn service on. Read – **95658.64**
- **#024051** – 228 Oak St – Get reading and leave on. Read from Beacon – **87955.56**
- **#024060** – 404 CR 1250 – Turn on from repairs.
- **#024054** – 334 Renee St – Check pressure. **44 PSI**
- **#024059** – 303 Ike St – Put red tag on door.
- **#024057** – 165 PR 1173 – Mark meter with flags.
- **#023902** – 125 B Love St – Discuss meter location with customer.
- **#024062** – 229 CR 1241 – Get reading and leave on. Read from Beacon – **223478.33**
- **#024058** – 115 N Steward Ln – Turn service on. Read – **340**
- **#024063** -0 470 Anderson Ln – Repair leak on meter.
- **#024067** – 174 Talford St – Sewer stoppage. Cleared on our side.
- **#024065** – 144 HWY 84 E – Temporary turn on. Read – **9082.70**

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- **#024129** – 601 W Commerce St – Get reading and leave on. Read from Beacon – **79294.58**
- **#024133** – 596 E Commerce St – Turn service on.
- **#024125** – 109 S Mount St – Replace endpoint – Old ep # - **110 421 692** New ep # - **130 176 388**
- **#024130** – 596 E Commerce St – Turn service off due to failed arrangement.
- **#024131** – 700 Clark St – Get reading and leave on. Read from Beacon – **959**
- **#024134** – 129 Shady Ln – Mark water and sewer lines.
- **#024138** – 838 N Fairway – Turn service on. Read – **152664.99**
- **#022724** – 527 N Keechi St – Check for leak. Leak on customer side rate **0.03 gal/min**
- **#024137** – 115 W Reunion St – Final billing. Read – **141050.20**
- **#024139** – 106 CR 1211 – Get reading and leave on. Read from Beacon – **430760.38**

- Water production Fairfield – **13.044**
- Water production Westwood – **2.253**

James, Bubba, Vic, Ronnie, Dustin

MIMS CREEK WASTEWATER PLANT
MONTLY REPORT
March 2022

1. **Average monthly flow-** .286 MGD
2. **Average monthly sludge blanket-** Clarifier 1- 7.2 Clarifier 2- 3.09
3. **Treated** 8.87 MG
4. **Monthly DMR done**
5. **Pulled a total of 71929.55 Gallons of sludge**
6. **Wasted a total of 57543.64 gallons of to digester**
7. **Chronic and Acute sample collected the week of the 21st to 25th**
8. **TCLP sample collected 25th**
9. **Got tractor back from Sandyland**

City of Fairfield

Public Works – TDCJ Boyd Unit

Date: 4-6-22 (March Report)

WWTP

1. Pulled Appx. 45,000 gallons of sludge from Digester.
2. Average Daily Flow .167 MGD
3. Average Blanket 37.7 inches
4. Treated 5.192 MG through Boyd Unit for the month.
5. Submit DMR report to TCEQ
6. Bar Screen Project nearing completion
7. Working on Homeland Security Update

WTP

1. Submit BacT samples
2. Average Daily Flow .228 MGD
3. Treated 7.056 MG
4. Submit 1st quarter DLQOR
5. Submit Tier II

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

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
ON - TURN SERVICE ON	7	0	0	0	1
OFF - TURN SERVICE OFF	6	0	0	0	0
SWAP - METER SWAP	6	19	0	0	0
LK@M - LEAK @ METER	4	1	0	0	0
POT - FILL POTHOLES	1	1	0	0	0
MISC - VARIOUS	9	1	0	0	0
REPR - REPAIRS	5	1	0	0	0
UN - UNSTOP SEWER	6	0	0	0	0
OC/CH - OCCUPANT CHANGE	11	1	0	0	0
LIN - LINE LOCATE	2	3	0	0	0
DIG - DIG OUT DRAINAGE DITCH	0	3	0	0	0
PRES - PRESSURE TEST	2	0	0	0	0
MAIN - LEAK/PROBLEM W/MAIN	1	0	0	0	0
RERED - REREAD	5	0	0	0	0
TOTAL ALL CODES	65	30	0	0	1

CITY OF FAIRFIELD / WESTWOOD UTILITIES - WATER SYSTEM
MARCH 2021 DAILY LOG

Date	Master 1 Gal / Day Pumped	Master 2 Gal / Day Pumped	Total Gallons Pumped	Total Combined Capability @100% Duty	Total Combined Capability @75% Duty	Total Combined Capability @50% Duty	Percent of Daily Capability Actually Pumped @100% Duty	Percent of Daily Capability Actually Pumped @75% Duty	Percent of Daily Capability Actually Pumped @50% Duty	Initial	Time	CHLORINE RESIDUAL Plant 1 HENRY BROWN	CHLORINE RESIDUAL Plant 2 INDUSTRIAL	CHLORINE RESIDUAL DISTRIBUTION
1	17,000	80,000	97,000	712,800	534,600	356,400	13.61%	18.14%	27.22%	JJ	0828	1.26	0.89	1.02
2	16,000	72,000	88,000	712,800	534,600	356,400	12.35%	16.46%	24.69%	VR	0749	1.57	1.04	1.67
3	13,000	82,000	95,000	712,800	534,600	356,400	13.33%	17.77%	26.66%	WT	0802	1.52	0.91	1.12
4	24,000	73,000	97,000	712,800	534,600	356,400	13.61%	18.14%	27.22%	WT	0800	1.97	0.88	0.47
5	12,000	65,000	77,000	712,800	534,600	356,400	10.80%	14.40%	21.60%	RF	0820	1.02	0.47	0.42
6	16,000	49,000	65,000	712,800	534,600	356,400	9.12%	12.16%	18.24%	RF	0825	0.85	0.46	0.30
7	20,000	59,000	79,000	712,800	534,600	356,400	11.08%	14.78%	22.17%	JJ	0819	1.03	1.04	0.61
8	16,000	50,000	66,000	712,800	534,600	356,400	9.26%	12.35%	18.52%	JJ	0807	1.67	0.47	1.04
9	16,000	50,000	66,000	712,800	534,600	356,400	9.26%	12.35%	18.52%	JJ	0841	1.48	0.52	1.21
10	0	42,000	42,000	712,800	534,600	356,400	5.89%	7.86%	11.78%	DD	0830	0.80	0.24	0.76
11	15,000	54,000	69,000	712,800	534,600	356,400	9.68%	12.91%	19.36%	JJ	0804	0.97	0.35	0.89
12	13,000	42,000	55,000	712,800	534,600	356,400	7.72%	10.29%	15.43%	RF	0815	0.85	0.89	0.75
13	18,000	52,000	70,000	712,800	534,600	356,400	9.82%	13.09%	19.64%	RF	0905	0.84	1.88	1.39
14	19,000	50,000	69,000	712,800	534,600	356,400	9.68%	12.91%	19.36%	DD	0845	1.51	2.20	1.85
15	26,000	50,000	76,000	712,800	534,600	356,400	10.66%	14.22%	21.32%	JJ	0814	1.37	1.98	1.51
16	21,000	51,000	72,000	712,800	534,600	356,400	10.10%	13.47%	20.20%	JJ	0827	1.56	2.04	1.42
17	21,000	59,000	80,000	712,800	534,600	356,400	11.22%	14.96%	22.45%	JJ	0906	1.27	0.46	1.16
18	13,000	45,000	58,000	712,800	534,600	356,400	8.14%	10.85%	16.27%	JJ	0724	1.31	0.31	1.09
19	22,000	71,000	93,000	712,800	534,600	356,400	13.05%	17.40%	26.09%	DD	0900	1.21	0.34	0.91
20	18,000	60,000	78,000	712,800	534,600	356,400	10.94%	14.59%	21.89%	DD	1200	1.61	0.36	1.28
21	15,000	44,000	59,000	712,800	534,600	356,400	8.28%	11.04%	16.55%	JJ	0739	1.67	0.37	1.42
22	14,000	49,000	63,000	712,800	534,600	356,400	8.84%	11.78%	17.68%	JJ	0747	1.51	0.41	1.32
23	15,000	50,000	65,000	712,800	534,600	356,400	9.12%	12.16%	18.24%	JJ	0802	1.24	1.47	1.19
24	14,000	44,000	58,000	712,800	534,600	356,400	8.14%	10.85%	16.27%	JJ	0732	1.32	1.51	1.17
25	18,000	50,000	68,000	712,800	534,600	356,400	9.54%	12.72%	19.08%	JJ	0737	1.21	1.92	1.21
26	15,000	55,000	70,000	712,800	534,600	356,400	9.82%	13.09%	19.64%	RF	0845	0.92	1.60	1.45
27	18,000	65,000	83,000	712,800	534,600	356,400	11.64%	15.53%	23.29%	RF	0840	0.95	1.47	1.39
28	22,000	72,000	94,000	712,800	534,600	356,400	13.19%	17.58%	26.37%	JJ	0747	0.97	1.51	1.19
29	18,000	54,000	72,000	712,800	534,600	356,400	10.10%	13.47%	20.20%	JJ	0751	1.01	1.42	1.27
30	18,000	54,000	72,000	712,800	534,600	356,400	10.10%	13.47%	20.20%	RF	0900	0.68	0.91	0.89
31	14,000	43,000	57,000	712,800	534,600	356,400	8.00%	10.66%	15.99%	JJ	0748	0.92	0.97	0.92
Sum	**517,000**	**1,736,000**	**2,253,000**	**22,096,800**	**16,572,600**	**11,048,400**	**N/A**	**N/A**	**N/A**					
Average	**16,677**	**56,000**	**72,677**	**N/A**	**N/A**	**N/A**	**10.20%**	**13.59%**	**20.39%**					

Average (3) Highs
Average (3) Lows

MAX DAY **97,000**

	Plant 1	Plant 2	Distribution
CL2 AVERAGE	**1.23**	**1.01**	**1.11**
MIN DAY	**0.68**	**0.24**	**0.30**
MAX DAY	**1.97**	**2.20**	**1.85**

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:** March

Minimum Specified Residual: **0.2** **mg/L** **Year:** 2022

WATER PRODUCTION							
	Total Daily Production (G/D)	Measured Residual	Hours (decimal)		Flow Rate (gpm)	pH	Temp (°C)
1	97,000	1.02					
2	88,000	1.67					
3	95,000	1.12					
4	97,000	0.47					
5	77,000	0.42					
6	65,000	0.30					
7	79,000	0.61					
8	66,000	1.04					
9	66,000	1.21					
10	42,000	0.76					
11	69,000	0.89					
12	55,000	0.75					
13	70,000	1.39					
14	69,000	1.85					
15	76,000	1.51					
16	72,000	1.42					
17	80,000	1.16					
18	58,000	1.09					
19	93,000	0.91					
20	78,000	1.28					
21	59,000	1.42					
22	63,000	1.32					
23	65,000	1.19					
24	58,000	1.17					
25	68,000	1.21					
26	70,000	1.45					
27	83,000	1.39					
28	94,000	1.19					
29	72,000	1.27					
30	72,000	0.89					
31	57,000	0.92					
TOTAL	2,253,000						
AVG		**1.11**					
MIN		0.30					
MAX		1.85					

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 - ???? (0?-??-09) **MSRMOR**

**** TOTALS BY JOB ACTION ****

JOB ACTION	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
X - MISCELLANEOUS	5	1	0	0	0
M - METER CHANGE	1	7	0	0	0
O - OCCUPANT CHANGE	4	0	0	0	0
I - METER INFORMATION	0	1	0	0	0
TOTAL ALL ACTIONS	10	9	0	0	0

Clyde Woods

From: Claudis Measles <randymeasles@gmail.com>
Sent: Friday, April 01, 2022 3:10 PM
To: Clyde Woods

3-1-22 dug ditch on steward
3-2-22 dug ditch on Main Street,helped Bubba with water leak " contractor hit water main ".
3-3-22 used vac trailer to find 12" main for contractors. Used vac trailer to locate water main on interstate.

3-7-22 pothole with vac trailer on interstate.
3-8-22 went to Tyler for mosquito school,got 146 oil changed. Rained most of the day.
3-9-22 got 146 and 134 ready for inspection and registration. Washed and detailed 146 and 134.
3-10-22. Pothole with vac trailer on 45.
Found where 8" water line crosses 45 to lift station.
3-11-22 looked for sewer main on vfw lane.

3-14-22 worked on evaluations and put out asphalt.
3-15-22 sewer tap on vfw rd.
3-16-22 took backhoe to interstate and looked for casing. Put out asphalt.
3-17-22 went to interstate to find casing that goes under interstate
3-18-22 washed and greased backhoes,started digging ditch on vfw road for Lynn.

3-21-22 picked up trash on Bateman. Picked up fallen tree on McDonald street.
Got chainsaws ready for big storm heading this way.
3-22-22 picked up trash on Bateman. Dug ditch on vfw road
3-23-22 dug ditch on vfw road. Picked up trash on Bateman. Fixed potholes on Bateman.
3-24-22 raised sewer clean out on vfw road. Finished cleaning vfw. Picked up trash on Bateman. Fixed potholes on Bateman.
3-25-22 put out asphalt. Worked on sewer line at the park. Shot grade on val verde.

3-28-22 worked with Bubba with leak on Bateman , looked for meter for chad morgan.fixed potholes around town.
3-29-22 found meter for chad morgan.
Fixed water leak on peach tree. Fixed potholes around town and sink holes around culvert on shady lane
3-30-22 Took dump truck to be inspected. Went to get four new tires put on dump truck. Clear drainage is after storm on Tuesday night. Cleaned out that trailer.
3-31-22 scrapped curb on Bateman. Picked up tractor from sandy land equipment.
4-1-22 took ditch witch back to Waco. Fixed tires on John Deere. Scrapped shoulder of road on 75 and 84.

City of Fairfield
222 S Mount
Fairfield, TX 75840

POWERED BY FUELING TECHNOLOGIES

Monthly Report

Report Range: 03/01/2022 to 03/31/2022

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
03/02/2022 05:41:41	6464	1	1	Clyde Woods	130		1	12224	0	1	$1.000	0.0	13.400	$13.40
03/02/2022 13:26:27	6467	1	1	Bubba Taylor	133		1	17241	0	1	$1.000	0.0	17.100	$17.10
03/02/2022 13:36:57	6468	1	1	David Brackens	135		1	123124	0	1	$1.000	0.0	17.800	$17.80
~~03/02/2022 13:48:00~~	~~6469~~	~~1~~	~~1~~	~~Bubba Taylor~~	~~138~~		~~1~~	~~98966~~	~~0~~	~~1~~	~~$1.000~~	~~0.0~~	~~14.800~~	~~$14.80~~
~~03/04/2022 05:12:38~~	~~6472~~	~~1~~	~~1~~	~~Bubba Taylor~~	~~138~~		~~1~~	~~99040~~	~~0~~	~~1~~	~~$1.000~~	~~0.0~~	~~7.000~~	~~$7.00~~
03/05/2022 04:47:03	6475	1	1	Bubba Taylor	133		1	17350	0	1	$1.000	0.0	12.300	$12.30
~~03/05/2022 04:49:08~~	~~6476~~	~~1~~	~~1~~	~~Bubba Taylor~~	~~138~~		~~1~~	~~99218~~	~~0~~	~~1~~	~~$1.000~~	~~0.0~~	~~12.000~~	~~$12.00~~
03/05/2022 06:25:14	6477	1	1	David Brackens	135		1	123313	0	1	$1.000	0.0	18.200	$18.20
03/08/2022 11:42:23	6485	1	1	Collin Puckett	132		1	1	0	1	$1.000	0.0	18.800	$18.80
~~03/08/2022 13:19:11~~	~~6486~~	~~1~~	~~1~~	~~David Brackens~~	~~138~~		~~1~~	~~99341~~	~~0~~	~~1~~	~~$1.000~~	~~0.0~~	~~12.600~~	~~$12.60~~
03/09/2022 04:42:37	6488	1	1	Bubba Taylor	133		1	17450	0	1	$1.000	0.0	13.000	$13.00
03/09/2022 05:27:03	6490	1	1	Collin Puckett	140		1	139322	0	1	$1.000	0.0	27.800	$27.80
03/09/2022 06:00:46	6491	1	1	Clyde Woods	130		1	12329	0	1	$1.000	0.0	15.000	$15.00
03/09/2022 08:22:01	6492	1	1	David Brackens	135		1	123530	0	1	$1.000	0.0	20.400	$20.40
~~03/10/2022 13:24:50~~	~~6498~~	~~1~~	~~1~~	~~Collin Puckett~~	~~138~~		~~1~~	~~992682~~	~~0~~	~~1~~	~~$1.000~~	~~999.9~~	~~19.600~~	~~$19.60~~
03/11/2022 12:28:28	6502	1	1	David Brackens	135		1	123721	0	1	$1.000	0.0	17.000	$17.00
03/12/2022 09:15:57	6504	1	1	Collin Puckett	132		1	1	0	1	$1.000	0.0	18.700	$18.70
03/15/2022 09:48:09	6511	1	1	Clyde Woods	130		1	12445	0	1	$1.000	0.0	14.700	$14.70
03/16/2022 11:55:55	6515	1	1	Bubba Taylor	133		1	17565	0	1	$1.000	0.0	11.900	$11.90
03/16/2022 12:25:39	6516	1	1	David Brackens	135		1	123498	0	1	$1.000	0.0	22.500	$22.50
~~03/17/2022 12:40:16~~	~~6522~~	~~1~~	~~1~~	~~Collin Puckett~~	~~138~~		~~1~~	~~99794~~	~~0~~	~~1~~	~~$1.000~~	~~0.0~~	~~20.100~~	~~$20.10~~
03/18/2022 09:34:41	6525	1	1	Bubba Taylor	133		1	17652	0	1	$1.000	0.0	8.900	$8.90
03/18/2022 10:15:24	6526	1	1	Collin Puckett	132		1	1	0	1	$1.000	0.0	17.600	$17.60
03/19/2022 10:18:27	6529	1	1	Bubba Taylor	140		1	139553	0	1	$1.000	0.0	25.300	$25.30
03/21/2022 10:56:18	6531	1	1	David Brackens	135		1	1234	0	1	$1.000	0.0	14.300	$14.30
03/22/2022 03:49:20	6534	1	1	Bubba Taylor	133		1	17477	0	1	$1.000	0.0	8.700	$8.70
03/22/2022 04:15:41	6537	1	1	Clyde Woods	130		1	12557	0	1	$1.000	0.0	13.300	$13.30
03/22/2022 08:47:58	6538	1	1	David Brackens	135		1	124129	0	1	$1.000	0.0	17.300	$17.30
03/23/2022 10:38:53	6542	1	1	Clyde Woods	130		1	1	0	1	$1.000	0.0	17.000	$17.00
~~03/23/2022 12:46:55~~	~~6544~~	~~1~~	~~1~~	~~Randy Measles~~	~~138~~		~~1~~	~~100068~~	~~0~~	~~1~~	~~$1.000~~	~~0.0~~	~~24.400~~	~~$24.40~~
03/24/2022 09:59:21	6547	1	1	Clyde Woods	130		1	12627	0	1	$1.000	0.0	11.800	$11.80
03/24/2022 11:55:10	6550	1	1	Bubba Taylor	133		1	17905	0	1	$1.000	0.0	17.900	$17.90
03/25/2022 06:52:27	6552	1	1	0	135		1	124394	0	1	$1.000	0.0	23.300	$23.30
03/25/2022 10:26:23	6553	1	1	Bubba Taylor	140		1	139900	0	1	$1.000	0.0	30.100	$30.10
03/26/2022 12:31:59	6559	1	1	0	135		1	124559	0	1	$1.000	0.0	14.500	$14.50
~~03/26/2022 12:34:52~~	~~6560~~	~~1~~	~~1~~	~~0~~	~~138~~		~~1~~	~~100178~~	~~0~~	~~1~~	~~$1.000~~	~~0.0~~	~~12.700~~	~~$12.70~~
03/29/2022 12:02:05	6565	1	1	0	135		1	124671	0	1	$1.000	0.0	12.700	$12.70
03/29/2022 12:27:53	6566	1	1	Bubba Taylor	133		1	18051	0	1	$1.000	0.0	20.400	$20.40
03/30/2022 04:37:50	6571	1	1	Clyde Woods	130		1	12715	0	1	$1.000	0.0	13.400	$13.40
~~03/30/2022 12:49:21~~	~~6573~~	~~1~~	~~1~~	~~0~~	~~138~~		~~1~~	~~100369~~	~~0~~	~~1~~	~~$1.000~~	~~0.0~~	~~20.500~~	~~$20.50~~
03/31/2022 11:45:36	6575	1	1	0	135		1	1111	0	1	$1.000	0.0	2.200	$2.20

Monthly Report

Report Range: 03/01/2022 to 03/31/2022

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

Subtotals for Acct: 1 W/WW **24.4** **671.000** **$671.00**

Transaction Count **41**

PRODUCT SUBTOTALS	TOTAL QUANITY	TOTAL AMOUNT
UNLEADED	671.00	$671.00
TOTAL	671.00	$671.00

Monthly Report

Report Range: 03/01/2022 to 03/31/2022

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
03/02/2022 07:50:39	6465	1	1	Randy Measles	146		1	11125	0	1	$1.000	0.0	29.900	$29.90
03/04/2022 06:29:54	6473	1	1	Juan Rodriquez	134		1	70798	0	1	$1.000	0.0	26.400	$26.40
03/08/2022 05:13:08	6482	1	1	Juan Rodriquez	131		1	95000	0	1	$1.000	0.0	19.200	$19.20
03/10/2022 05:29:47	6495	1	1	Randy Measles	134		1	70871	0	1	$1.000	0.0	24.000	$24.00
03/10/2022 06:38:52	6496	1	1	Randy Measles	146		1	11277	0	1	$1.000	0.0	31.600	$31.60
03/16/2022 07:08:59	6513	1	1	Juan Rodriquez	131		1	1111	0	1	$1.000	0.0	16.800	$16.80
03/17/2022 04:35:46	6519	1	1	Randy Measles	134		1	70938	0	1	$1.000	0.0	29.800	$29.80
03/17/2022 10:09:20	6521	1	1	Randy Measles	146		1	11390	0	1	$1.000	0.0	28.400	$28.40
03/22/2022 12:16:14	6539	1	1	Randy Measles	134		1	71015	0	1	$1.000	0.0	22.200	$22.20
03/23/2022 10:14:54	6541	1	1	Randy Measles	146		1	11500	0	1	$1.000	0.0	34.900	$34.90
03/29/2022 04:14:36	6564	1	1	0	134		1	71083	0	1	$1.000	0.0	24.900	$24.90
03/31/2022 05:53:41	6574	1	1	0	146		1	11668	0	1	$1.000	0.0	32.000	$32.00
Subtotals for Acct: 2 Streets												**0.0**	**320.100**	**$320.10**

Transaction Count **12**

PRODUCT SUBTOTALS	TOTAL QUANITY	TOTAL AMOUNT
UNLEADED	320.10	$320.10
TOTAL	320.10	$320.10

Monthly Report

Report Range: 03/01/2022 to 03/31/2022

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
03/02/2022 13:10:56	6466	1	1	Jerry Hughes	137		1	30738	0	1	$1.000	0.0	14.400	$14.40
03/08/2022 11:05:51	6484	1	1	Jerry Hughes	137		1	30822	0	1	$1.000	0.0	14.900	$14.90
03/09/2022 05:20:28	6489	1	1	Juan Rodriquez	139		1	125288	0	1	$1.000	0.0	19.100	$19.10
03/10/2022 13:30:51	6499	1	1	Jerry Hughes	137		1	30897	0	1	$1.000	0.0	12.000	$12.00
03/12/2022 10:16:08	6505	1	1	Juan Rodriquez	139		1	125363	0	1	$1.000	0.0	20.500	$20.50
03/15/2022 12:38:50	6512	1	1	Jerry Hughes	137		1	30979	0	1	$1.000	0.0	11.000	$11.00
03/17/2022 12:55:01	6523	1	1	Jerry Hughes	137		1	31056	0	1	$1.000	0.0	10.200	$10.20
03/23/2022 10:08:00	6540	1	1	Juan Rodriquez	139		1	125452	0	1	$1.000	0.0	22.400	$22.40
03/23/2022 12:39:49	6543	1	1	Jerry Hughes	137		1	31156	0	1	$1.000	0.0	15.100	$15.10
03/24/2022 10:03:37	6548	1	1	Juan Rodriquez	139		1	1234	0	1	$1.000	0.0	9.000	$9.00
03/25/2022 12:22:24	6554	1	1	0	145		1	72000	0	1	$1.000	0.0	7.700	$7.70
03/26/2022 11:02:53	6557	1	1	0	137		1	31257	0	1	$1.000	0.0	14.300	$14.30
03/26/2022 11:08:20	6558	1	1	0	137		1	1234	0	1	$1.000	0.0	18.000	$18.00
03/29/2022 12:49:42	6567	1	1	0	139		1	125525	0	1	$1.000	0.0	18.100	$18.10
03/30/2022 10:51:13	6572	1	1	0	137		1	1234	0	1	$1.000	0.0	9.900	$9.90
Subtotals for Acct: 4 Parks												**0.0**	**216.600**	**$216.60**
										Transaction Count				**15**

PRODUCT SUBTOTALS	TOTAL QUANITY	TOTAL AMOUNT
UNLEADED	216.60	$216.60
TOTAL	216.60	$216.60

Monthly Report

Report Range: 03/01/2022 to 03/31/2022

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
03/01/2022 01:13:43	6461	1	1	Officer Frasier	8		1	83269	0	1	$1.000	0.0	12.200	$12.20
03/01/2022 02:09:55	6462	1	1	Officer Frasier	6		1	82050	0	1	$1.000	0.0	12.100	$12.10
03/01/2022 05:02:45	6463	1	1	Officer Markham	9		1	10118	0	1	$1.000	0.0	14.400	$14.40
03/02/2022 18:13:06	6470	1	1	Officer Weinmann	7		1	74365	0	1	$1.000	0.0	12.900	$12.90
03/02/2022 19:15:44	6471	1	1	Officer Orms	10		1	1600	0	1	$1.000	0.0	21.900	$21.90
03/05/2022 01:43:36	6474	1	1	Officer Frasier	6		1	82178	0	1	$1.000	0.0	12.600	$12.60
03/06/2022 12:25:58	6478	1	1	Officer Markham	9		1	10261	0	1	$1.000	0.0	15.800	$15.80
03/07/2022 02:30:02	6480	1	1	Officer Orms	10		1	11815	0	1	$1.000	0.0	22.800	$22.80
03/07/2022 14:44:46	6481	1	1	Officer Markham	9		1	10377	0	1	$1.000	0.0	11.400	$11.40
03/08/2022 05:18:23	6483	1	1	Officer Alexander	11		1	1201	0	1	$1.000	0.0	19.400	$19.40
03/08/2022 17:57:31	6487	1	1	Officer Frasier	8		1	83362	0	1	$1.000	0.0	12.600	$12.60
03/10/2022 01:58:50	6493	1	1	Officer Frasier	6		1	82288	0	1	$1.000	0.0	10.500	$10.50
03/10/2022 02:01:23	6494	1	1	Officer Frasier	8		1	82288	0	1	$1.000	0.0	9.600	$9.60
03/10/2022 09:01:15	6497	1	1	Officer Alexander	11		1	12143	0	1	$1.000	0.0	15.500	$15.50
03/10/2022 14:30:19	6500	1	1	Officer Weinmann	7		1	74592	0	1	$1.000	0.0	12.000	$12.00
03/11/2022 11:00:16	6501	1	1	Chief Bulger	1		1	43400	0	1	$1.000	0.0	24.000	$24.00
03/11/2022 19:16:58	6503	1	1	Officer Orms	10		1	11947	0	1	$1.000	0.0	18.500	$18.50
03/13/2022 12:02:52	6506	1	1	Officer Weinmann	7		1	74679	0	1	$1.000	0.0	12.200	$12.20
03/13/2022 19:46:10	6507	1	1	Officer Orms	5		1	61024	0	1	$1.000	0.0	15.200	$15.20
03/14/2022 16:44:14	6508	1	1	Officer Orms	10		1	12062	0	1	$1.000	0.0	13.300	$13.30
03/14/2022 20:18:16	6509	1	1	Officer Frasier	6		1	82393	0	1	$1.000	0.0	11.200	$11.20
03/15/2022 04:46:29	6510	1	1	Officer Alexander	11		1	12265	0	1	$1.000	0.0	15.900	$15.90
03/16/2022 15:04:00	6517	1	1	Officer Markham	9		1	10695	0	1	$1.000	0.0	21.700	$21.70
03/17/2022 02:28:40	6518	1	1	Officer Orms	10		1	12176	0	1	$1.000	0.0	18.800	$18.80
03/17/2022 04:38:29	6520	1	1	Officer Alexander	11		1	12388	0	1	$1.000	0.0	14.700	$14.70
03/18/2022 07:09:26	6524	1	1	Chief Bulger	2		1	44033	0	1	$1.000	0.0	22.900	$22.90
03/18/2022 14:44:35	6527	1	1	Officer Markham	9		1	10970	0	1	$1.000	0.0	17.200	$17.20
03/18/2022 17:43:51	6528	1	1	Officer Frasier	6		1	82505	0	1	$1.000	0.0	10.800	$10.80
03/20/2022 11:03:34	6530	1	1	Officer Markham	9		1	11114	0	1	$1.000	0.0	14.700	$14.70
03/21/2022 11:51:24	6532	1	1	Officer Weinmann	7		1	74783	0	1	$1.000	0.0	13.200	$13.20
03/21/2022 18:40:18	6533	1	1	Officer Orms	10		1	12306	0	1	$1.000	0.0	17.700	$17.70
03/22/2022 03:53:45	6535	1	1	Officer Alexander	11		1	12482	0	1	$1.000	0.0	13.700	$13.70
03/22/2022 03:59:36	6536	1	1	Officer Alexander	8		1	83536	0	1	$1.000	0.0	11.700	$11.70
03/23/2022 16:29:29	6545	1	1	Officer Frasier	6		1	82639	0	1	$1.000	0.0	12.100	$12.10
03/23/2022 19:15:31	6546	1	1	Officer Alexander	11		1	12761	0	1	$1.000	0.0	18.000	$18.00
03/25/2022 03:44:30	6551	1	1	Officer Alexander	11		1	12899	0	1	$1.000	0.0	8.700	$8.70
03/25/2022 14:25:49	6555	1	1	0	11		1	13030	0	1	$1.000	0.0	8.500	$8.50
03/26/2022 07:21:11	6556	1	1	0	8		1	83609	0	1	$1.000	0.0	13.100	$13.10
03/27/2022 01:46:40	6561	1	1	0	6		1	82749	0	1	$1.000	0.0	10.200	$10.20
03/28/2022 08:10:56	6562	1	1	0	11		1	13289	0	1	$1.000	0.0	19.600	$19.60
03/28/2022 21:56:28	6563	1	1	0	6		1	82864	0	1	$1.000	0.0	10.100	$10.10
03/29/2022 12:56:49	6568	1	1	0	9		1	11266	0	1	$1.000	0.0	14.000	$14.00
03/29/2022 15:32:58	6569	1	1	0	7		1	74857	0	1	$1.000	0.0	11.100	$11.10
03/29/2022 16:00:51	6570	1	1	0	10		1	12479	0	1	$1.000	0.0	20.700	$20.70
03/31/2022 15:38:03	6576	1	1	0	8		1	83683	0	1	$1.000	0.0	29.300	$29.30

Monthly Report

Report Range: 03/01/2022 to 03/31/2022

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

Subtotals for Acct: 100 Police	**0.0**	**678.500**	**$678.50**
Transaction Count			**45**

PRODUCT SUBTOTALS	TOTAL QUANITY	TOTAL AMOUNT
UNLEADED	678.50	$678.50
TOTAL	678.50	$678.50

Monthly Report

Report Range: 03/01/2022 to 03/31/2022

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

Report Totals:	**Total transactions**	**113**	**Average MPG**	**8.85**
	Total Quantity	**1,886.20**	**Total Amount**	**$1,886.20**

PARKS MONTHLY MARCH 2022

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

Cleaned the park up and changed trash throughout park to start a new week.

Unloaded mulch and spread it in all 3 big flower beds

Helped James put up eagle flags for the girls headed to state on Wednesday morning

Coded and turned in tickets

Went and got the key to the glass doors on the green barn and had some copies made

Went and gave Renee Mcbay the one over the voting the other key so they could get into the green barn because all the other doors will not work properly

Installed a solar light on top of the flag pole at city hall

Stopped and picked up the brackets and one of our banners on Hwy 27. The power company replaced the pole so it was on the ground next to the new one, I then took it to Brenda at the chamber

Got with David from dealers electric on sending me the rest of the lights for the new pavilion

Turned on all the water to the softball fields, kiddy park bathroom, and the walking trail bathroom

Went to city hall after I had made some keys for the glass door on the green barn and returned the keys back to Erin

I picked up parts I ordered for the urinals in the rodeo arena from city hall

Changed all the air filters on the green barn 3-1-22

Erin has ordered me more flags for the flag poles that we maintain

Misty has asked me to get locking covers over the thermostats inside the green barn. I will measure what I need and get them ordered soon

I have also contacted Pastor Rob from the River of Life to see if the City can get any water for us to drink

I and Clyde have already talked with Stanley about a fence around the AC Units on the green barn that way they cannot be messed with. He is waiting on the materials to do this.

Got some mulch put out by the barn stop but still will need more to finish. I'm waiting on an order of it to come in so I can get more

Got with Clyde at the green barn and the countertop guy came to get measurements again and for everyone to pick the right color to the countertops

Mowed the front lawn and then started finding random places that needed to be mowed watered all the plants with a fertilizer and put rose food on the roses and tree food on the Crete myrtles

Went to city hall and picked up the toilet paper hand towel and soap dispensers for the green barn

Went to city hall and got the other part of the urinal replacement parts

PARKS MONTHLY MARCH 2022

Called to get a quote for more playground mulch for around the equipment, I have the ok from Clyde to purchase this

Got with Juan and ordered another light for the walking trail that went out (this was an old light)

Stanley Thornton started putting the fence post in the ground for the fencing around the ac units on the green barn

Worked on the mowers some and finished up maintenance on the gravely and the Toro still have a few things to do to the Scag

Replaced the soap dispenser in the kiddy park bathroom

Ordered more toilet paper

Ordered cleaner especially for the big fridge in the green barn and to use on the bathroom fixtures in the kiddy park bathrooms

Got with Brenda and got a day set up to replace the banners down 84 & 27 & around the square

Went to Red Hat and have a man-lift scheduled

Got with Juan on when I need them to start replacing and fixing the lights and some other electrical issues we are having

Got the stainless cleaner in

Went to plant world and had to get more mulch to finish off all the flower beds and flower pots

Went to Ace hardware and got the stuff I needed to fix one of the exercise equipment stations on the walking trail

Ordered the playground mulch, it will be here Thursday sometime, and we will get started on putting that around the playground equipment

Bringing more rock to fill in places like in front of the kiddy park also bringing in dirt to fix behind the hog pens where they load the pigs up

Bringing in dirt inside the back of the rodeo arena to start filling in places and bringing the 5 acres also to

Stanley is here this Wednesday working on finishing up the fence around the ACs on the green barn

We have also had a couple contractors working inside the green barn

Bought a pressure washer that we needed very badly so we can start cleaning the rodeo bleachers up before the fair and for other things like washing the playground equipment off and sidewalks etc.

Brought a piece of old water pipe to use as a culvert to try and help out with the flow of the water between the rabbit and chicken pens

Coded and copied tickets and turned them in to Erin

Got the truck inspected and the papers to Clyde

PARKS MONTHLY MARCH 2022

Got the rest of the pavilion lights in

Got all the playground mulch inside the kiddy park

Turned some of the water off around the park due to the cold weather coming in

Changed trash and things to get ready for the weekend

Used the backhoe two different days for as long as I could getting this mulch moved around and the culvert in place and rock moved around and built the ground up by the hog pens

Mowed Jr. Soccer fields, mowed ditches on 84, and a few other spots

Had man-lift went down 84&27 changed out banners and put one back up, then went to the square and took down banners and put five new ones up on the front row

Dug a trench for the new sprinkler system on the back of the old backstop

Went and got everything we needed for the sprinkler system and put it together and got it going

Went to plant world bought new rose bushes for the backstop and planted them

Sprayed inside the rodeo arena

Had Juan replace flashing light on the walking trail with a new flood light, he also moved a couple other lights, then he went to the rodeo arena and replaced a ballast on one light and wire and on another light had to re wire it. These lights are very dangerous and need to be addressed, john and myself have sent pictures to Clyde and spoke with him, and he is going to take it from there.

Changed out the broken parts on the urinals in the rodeo arena

Sprayed around the green barn

Had contractors come in and redo the softball fields

Fixed the rooftop wiring on the Ms. Gail's flower shop

Brought back other banners to Mrs. Brenda and gave her receipt for zip ties I got to hold the banners on their pole

Juan continued working on the lights that were out in the rodeo arena, then went to the softball fields to fix and turn some of the lights on the fields do to the wind moving them all in different direction. He then came up to the New Pavilion south of the Green Barn and replaced all the old, falling apart, not working and the lights were on cables so they would swing with just a little bit of wind, these were a big hazard. They are now replaced with solid mounted bright white led lights that are much cleaner and brighter and the hazard of them falling and hurting someone it gone. This has been overlooked for too long, but it is fixed now.

Went to Ace and bought more A/C filters for the police dept. and for the green barn, replaced the police department filters and are waiting a little bit longer for the green barn.

PARKS MONTHLY MARCH 2022

Bubba T came over to the park and we dug up and replaced the main 2 inch square valve to the rodeo arena. We always appreciate learning what he knows and taking in as much of that knowledge that we can.

We moved the two biggest soccer goals from the Jr. Soccer fields back to the big soccer fields behind the football field

Guys were here working on the softball fields

Had some trees fall behind the Kiddy park on the 5 acres, locked fence and put barricades around them until they can be removed, it's way too wet to get any equipment back there, also had to call power company because one tree was laying on a power line, they got it down before the end of the day

Got with Randy about when it dries up being able to either get the trees cleaned up or at least give us a hand depending on how busy we are, being the beginning of mowing season and all the other things we are running around taking care of we could use the help. The trees are massive.

Mowed everything we could

Mowed the chamber and the corner by the barn stop

Changed trash where needed on Friday again

Sprayed inside the rodeo arena, and around the green barn

Brought some rock to several more places in the park and spread it out

Also brought some sand and some dirt to start pilling up on the backside of the rodeo arena to start filling in the warm-up arena and the pens inside the arena and around the steps and such, basically everywhere it's needed

Got with Brenda and Nate about the stage and the bleachers for the hospital event.

Mowed old city hall

Mowed the Fire Station

Mowed the corner where lions club cans are

Mowed the triangle in Childs addition

Got my truck work on and fixed #137, the water pump was out

Wednesday we have contractors at the green barn again

Jake Carroll called me and got trash cans they will use while they are in season and afterwards I will have them stored back up for other events or where needed

Have another old light on the walking trail flashing again, this is an older one it's been up for some years, going to just try and un-wire it for now until we have a lift again and go up and change it out.

Brought water to city hall

Changed air filter at city hall

PARKS MONTHLY MARCH 2022

Got limb that was hanging in the air on the 5 acres down, waiting for the weather to let the ground dry up and have enough time to get the trees removed off the 5 acres so I can open the fence back up to the other half of the disc golf course

Washed both trucks

Got trucks with new tags on them and MS Opals

Went to depot X and got our 12 tables back and put them back inside the green barn

Replaces the sink faucets inside the walking trail bathroom on men's side

Replaced the men's faucet in the rodeo bathrooms

Called classic glass to get them to get mirrors in the green barn bathroom, still haven't heard from them

Picked up limbs and put them by trees until we have enough time to get them loaded on a trailer and taken to the dump

Went to ace and got some concrete and put on the ends of the culvert we installed

Blowed the square off and changed the trash as needed around the outside of the square every Friday

Over all maintaining the park

OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL

OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month March **Year** 2022

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 Apr 1, 2022 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 March Year 2022

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	1,346	98	0	1	1,146	57
a. Active Cases	689	69	0	1	570	55
b. Inactive Cases	657	29	0	0	576	2
2. New Cases Filed	5	2	0	0	1	0
3. Cases Reactivated	10	0	0	0	4	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	704	71	0	1	575	55
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	8	2	0	0	0	0
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	4					
b: After Deferred Disposition	2	0	0	0	0	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	2	0
10. Total Cases Disposed	16	2	0	0	2	0
11. Cases Placed On Inactive Status	6	0	0	0	1	0
12. Total Cases Pending End of Month:	1,335	98	0	1	1,145	57
a: Active Cases	682	69	0	1	572	55
b: Inactive Cases	653	29	0	0	573	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

JUVENILE / MINOR ACTIVITY

Court FAIRFIELD MUNICIPAL COURT Month March Year 2022	TOTAL
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

ADDITIONAL ACTIVITY

Court FAIRFIELD MUNICIPAL COURT Month March Year 2022	Number Given	Number Requests For Counsel
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	9
b. Class A and B Misdemeanors	0
c. Felonies	0
3. Capiases Pro Fine Issued	4
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	$4,360.98
b. Remitted to State	$2,478.60
c. Total	$6,839.58

FAIRFIELD MUNICIPAL COURT

Payments received from Mar 1, 2022 through Mar 31, 2022

Totals By Cost

Cost Description	Amount
LTF	24.29
LTPF	68.94
MCBS	67.54
MCTF	55.13
SCF	1.38
SCF	854.43
ADMIN FEE	20.00
ARREST FEE	65.09
SECURITY FUND	3.00
CCC-0122	46.15
COLLECTION FEE	612.00
CMI	1.35
CCC-1123	452.03
CHILD-SCH-0116	25.00
TECH FUND	22.00
CVC-0104	40.72
DPS FTA/PAY FEE	291.44
FUGITIVE APR	13.57
FINE - NT	688.90
FINE - TRAFFIC	2191.40
IDF	8.61
JCPT - 0100	5.42
JUV CRIME & DLQ	1.35
JUDICIAL FUND	53.81
JURY FEE	45.21
State Moving	0.20
OMNIBASE	170.00
OVER PAYMENT	200.00
STATE TRAF FEE	150.00
STF 50	406.18
TRUANCY PREVENT	4.00
TECH FUND	0.00
TLFTA - 0123	105.50
TP FEE - 0126-7	15.00
TFC	33.05
WARRANT FEE	708.89
Total Amount	$7451.58

REVENUE GROUPS	
tech fund	0.00
mctf	0.00

Totals By G/L Number

Account Number	Amount
00010141290000	1091.71
111913073	4835.41
00022641290000	3.00

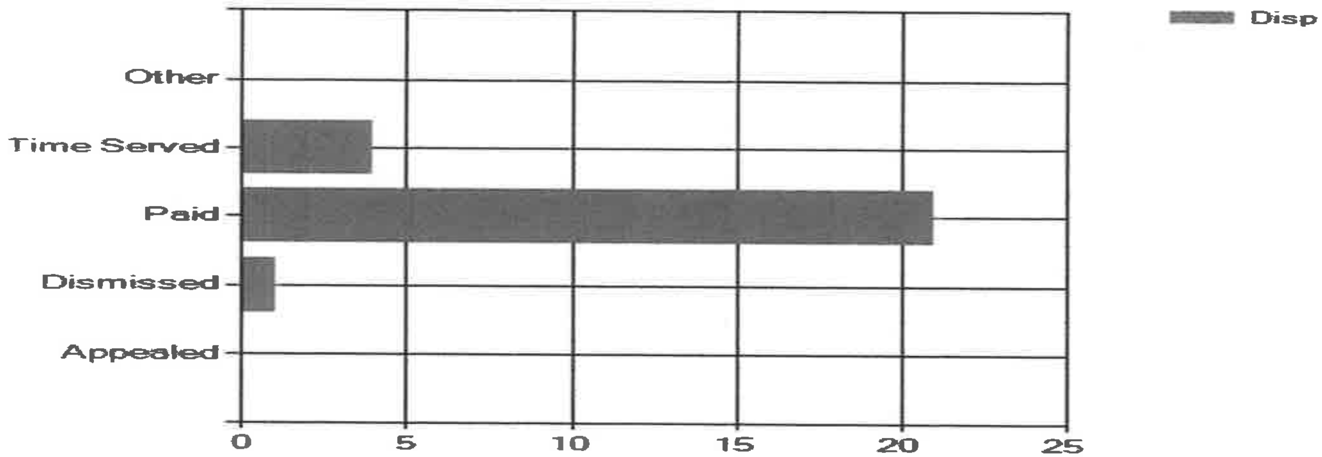
00000000000001	782.00
00010128120000	1.35
111313073	688.90
00004100000831	49.21
Total Amount	$7451.58

Amount of Bond Transferred To Payment

Total Deposit $7,451.58

FAIRFIELD MUNICIPAL COURT

Cases Disposed From Mar 1, 2022 through Mar 31, 2022



Disposition Method	Number.
Appealed	0
Dismissed	5
Paid	26
Time Served	0
Other	0
Total Dispositions	31

FAIRFIELD POLICE DEPARTMENT

CALL VOLUME LOG 2022

March	Mnthly Ttls	Daily Avg
911 TRANSFER CALLS	17	0.548387097
PD DIRECT EMERGENCY CALLS	29	0.935483871
NON-EMERGENCY CALLS FOR SERVICE	101	3.258064516
911 HANGUP/ABANDON CALLS	5	0.161290323
PD CALLS TAKEN BY SO	21	0.677419355
SO CALLS TAKEN BY PD	49	1.580645161
PD CALLS TO ASSIST FCSO	1	0.032258065
MISC CALLS	349	11.25806452
ANIMAL CONTROL CALLS	10	0.322580645
PUBLIC WORKS CALLS	0	0

2022 PD Monthly Call Volume Log

2022	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	10	16	54	3	13	38	1	268	17	7	427	42.70
February	13	17	86	1	6	27	3	384	4	7	548	54.8
March	17	29	101	5	21	49	1	349	10	0	582	58.2
April											0	#DIV/0!
May											0	#DIV/0!
June											0	#DIV/0!
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	40	62	241	9	40	114	5	1001	31	14	1557	155.7

AGENCY ASSIST REPORTS							
UNIT#	DATE	RECEIVED	DISP	ARRIVED	CLEARED	ACTIVITY	DETAILS; (TYPE, REPORTING PERSON, PHONE#, LOCATION, LP#, DL/ID#, ECT)
303/317	2/1/2022	1732		1732		ATS ASSIST	FCR 517 ATS WITH DA'S OFFICE
308317	2/1/2022	2236				ASSIST FCSO	197/198 N BND ASSISTING 1217 W/VEHIC SEARCH
307/320	2/3/2022	1215	1216	1226	1247	ASSIST DPS	911 TRANSFER/KEITHA ADVISED OF VEHICLE IN TREES. CAN BARELY BE SEEN, BUT CAN SEE TIRE TRACKS/RP-[redacted] NO LONGER ON SCENE/301 ADVISED HE IS ON SVC RD AND NOT SEEING VEHICLE/307 ADVISED HE WILL GO TO TURN
310/305	2/4/2022	803	804	805	944	ASSIST-FIRE	COPIED DIRECT SMOKE COIMING FROM RESIDENCE AT 125 CR 237/305 COPIED DIRECT/ADVISED 310/FIRE DEPT EN ROUTE/1211 ON SCENE/FIRE REQUESTED WATER DEPT/ADVISED DUSTIN
308/320	2/15/2022	347	347	401	410	IST DPS-ROLLO	FCSO ADVISED OF ROLLOVER AT 196NB/308 WILL ASSIST UNTIL TROPPER ARRIVES/EMS ON SCENE AT 0356/SILVER VEHICLE ON ITS TOP/PT OUTSIDE OF VEHICLE/FIRE ON SCENE AT 0406/VEHICLE OUT OF ROADWAY/SUBJECT REFUSED

FAIRFIELD POLICE DEPARTMENT

End of Month Report

(Crash Reports, Offense Reports, Arrests)

Mar-22

CRASH REPORTS

C-2022-0020	2200352	3/5/2022	308/320	[redacted]	N/A	I-45 SB 197MM	
C-2022-0021	2200382	3/9/2022	307/317	[redacted]	[redacted]	LOVES/COOPER FARMS	
C-2022-0022	2200384	3/9/2022	303/320	[redacted]	[redacted]	BROOKSHIRES	3/9/2022
C-2022-0023	2200392	3/9/2022	308/320	[redacted]		I-45 NB 197MM	
C-2022-0024	2200434	3/13/2022	307/321	[redacted]	[redacted]	320 E COMERCE P OFFICE	
C-2022-0025	2200445	3/14/2022	308/320	[redacted]	[redacted]	84 AND 75	
C-2022-0026	2200459	3/16/2022	304/319	[redacted]	[redacted]	I45 SB @ 198	

OFFENSE REPORTS

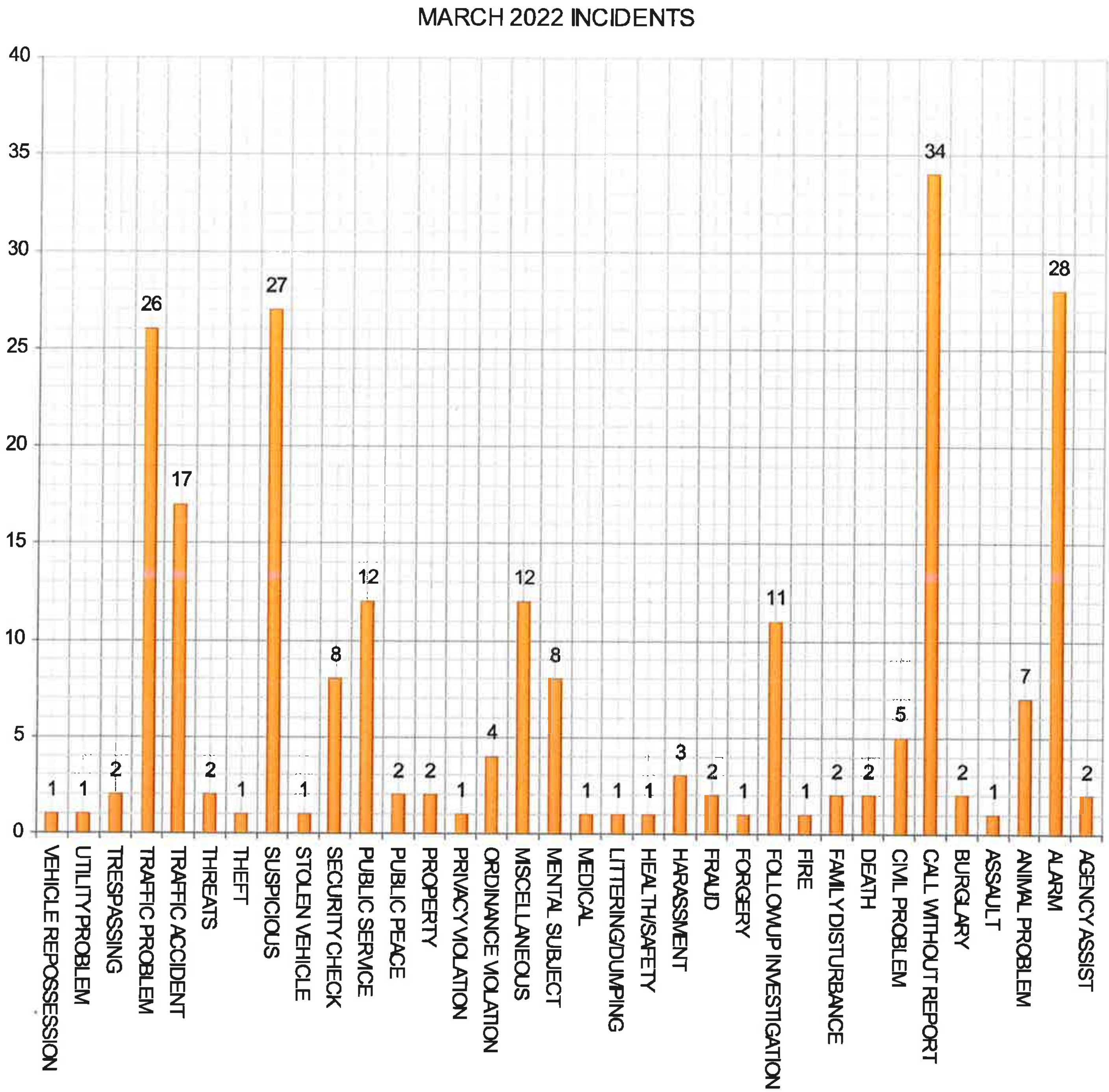
2200319	3/1/2022	INFO REPORT	[redacted]	[redacted]	307/321	N
2200352	3/5/2022	DWI ARREST	[redacted]	[redacted]	308/320	Y
2200353	3/5/2022	FRAUDULENT CHARGES	[redacted]	[redacted]	305/320	N
2200356	3/6/2022	DEATH	[redacted]	[redacted]	305/320	N
2200366	3/7/2022	RECOVERY OF STOLEN VEHICLE	[redacted]	[redacted]	304/317	N
2200370	3/7/2022	UNATTENDED NATURAL DEATH	[redacted]	[redacted]	304/317	N
2200386	3/9/2022	INFO REPORT	[redacted]	[redacted]	303/320	N
2200403	3/10/2022	BURG OF HABITATION	[redacted]	[redacted]	303/317	N
2200405	3/10/2022	THEFT OF COPPER	[redacted]	[redacted]	303/317	N
2200407	3/10/2022	INFO REPORT		[redacted]	308/320	N
2200447	3/14/2022	CT	[redacted]	[redacted]	308/320	N
2200474	3/18/2022	CT	[redacted]	[redacted]	303/320	N
2200477	3/18/2022	CT	[redacted]	[redacted]	308/320	N
2200490	3/21/2022	FAMILY VIOLENCE	[redacted]	[redacted]	310/321	Y
2200512	3/25/2022	DOG BITE		[redacted]	304/319	N
2200521	3/27/2022	BURG OF A BUILDING	[redacted]	[redacted]	304/319	N
2200533	3/29/2022	VANDALISM	[redacted]	[redacted]	305/317	N
2200536	3/29/2022	INFO REPORT	[redacted]	[redacted]	305/317	N
2200538	3/29/2022	HARRASSMENT	[redacted]	[redacted]	303/321	N
2200540	3/30/2022	RETALIATION	[redacted]	[redacted]	307/318	N

ARREST REPORTS

1	O-2022-0041	3/5/2022	DWI	[redacted]	N	U	M	2/16/1996
2	O-2022-0053	3/21/2022	FAMILY VIOLENCE	[redacted]	N	W	F	9/26/2000
3	O-2022-0053	3/21/2022	FAMILY VIOLENCE	[redacted]	N	W	M	9/10/1963

ANIMAL CONTROL CALLS

3/5	305	1234			LOOSE DOG	[redacted]	[redacted]	ADVISED OFFICER	LARGE WHITE DOG IS LOOSE AGAIN AND RAN INTO HER VEHICLE/#2200354
3/10	303	1617			STRAY DOG	[redacted]	[redacted]	ADVISED OFFICER	[redacted]S AT JR HS RE ASSIST AT THE BACK DOOR OF SCHOOL BY CAFATERIA RE A STRAY DOG HANING AROUND
3/10	AC	0738			X2 LOOSE DOGS	[redacted]	[redacted]	AC ADVISED	[redacted] RE TWO LOOSE DOGS ACTING AGGRESSIVE IN AREA OF COTTON AND BRADLY. BLK/WHT DOG & BROWN
3/10	AC	0841			LOOSE DOG	[redacted]	[redacted]	AC ADVISED	[redacted] CALLED BACK, DOG HAS RETURNED TO LOC; DAVID ADVISED
3/14	310	0332	0332		BLACK RABBIT	[redacted]	[redacted]	TEXT ADKINS	[redacted]/[redacted] AT FMC STATES SHE HAS A FEW QUESTIONS CONCERNING PT THAT WAS FLOWN OUT / PT
3/18	AC	0729			DUMPED DOGS	[redacted]	[redacted]	ATL	[redacted]E WITH ER CALLED RE VEHICLE THAT DROVE UP AND THREW TWO SMALL DOGS OUT OF A MOVING VEHICL. ONE
3/25	304	1849			DOG BITE	[redacted]	[redacted]	REPORT TAKEN	[redacted]R WEITNER CALLED AND SAID HER DOG BIT HER NEIGHBOR'S CHILD. SHE TOOK THE CHILD AND THE
3/28	AC	1818	1823		X5 STRAY BLACK LAB PUPPIES	[redacted]	[redacted]	AC ADVISED	[redacted] AT FIRE DEPT ADVISED LITTER OF BLACK LABS DROPPED OFF AT 75 AND CHURCH ST / HE WILL


MARCH 2022 INCIDENTS
40
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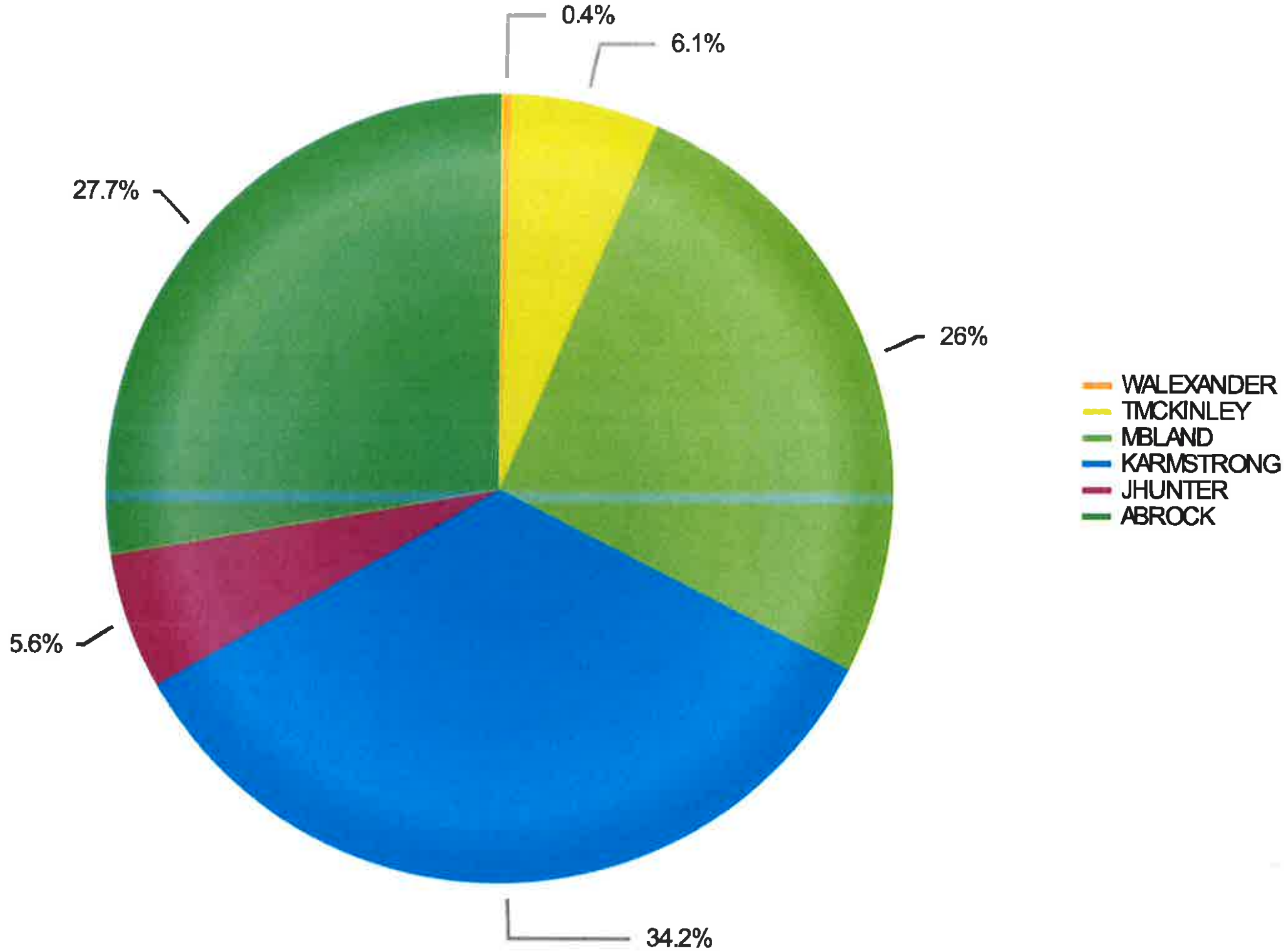
VEHICLE REPOSSESSION
UTILITY PROBLEM
TRESPASSING
TRAFFIC PROBLEM
TRAFFIC ACCIDENT
THREATS
THEFT
SUSPICIOUS
STOLEN VEHICLE
SECURITY CHECK
PUBLIC SERVICE
PUBLIC PEACE
PROPERTY
PRIVACY VIOLATION
ORDINANCE VIOLATION
MISCELLANEOUS
MENTAL SUBJECT
MEDICAL
LITTERING/DUMPING
HEALTH/SAFETY
HARASSMENT
FRAUD
FORGERY
FOLLOWUP INVESTIGATION
FIRE
FAMILY DISTURBANCE
DEATH
CIVIL PROBLEM
CALL WITHOUT REPORT
BURGLARY
ASSAULT
ANIMAL PROBLEM
ALARM
AGENCY ASSIST

MARCH 2022 EMPLOYEE



Month March, 2021

Unit #	Year	Make/Model	Driver/s	Ending Mileage	Traveled	License Plate
01	2010	Ford pickup	Utsey	43665	417	109-2054
02	2010	Ford Expedition	Gallegos	44200	241	109-2044
05	2008	Crown Vic	extra	61067	106	102-8194
06	2009	Ford/SUV	Price	82942	887	120-8181
07	2015	Ford/SUV	Markham	74958	588	114-9068
08	2015	Ford SUV	Means	83779	503	132-0851
09	2020	Chev Tahoe	Bates	11321	1170	135-8948
10	2020	Chev Tahoe	Scarrow	12877	1294	143-1975
11	2020	Chev Tahoe	Alexander	13341	1453	135-8945

CITY/CHAMBER/ TOURISM UPDATE
March-April 2022

Marketing and Tourism

Delivered all information on upcoming events and activities to local businesses and kiosk and schools

Marketed local businesses, organizations events and activities.

Roger and Rodney have the Spring Banner up.

Getting info on the Hero Banners to hang around the square.

Lucky Local Contest- Supporting Local Businesses March 1-30

Phone conference with Chaz from Dog Disc Organization.

Worked with hospital in preparation for the 75 year anniversary celebration.

Post Card invites sent out with 100 year celebration parade information.

TA Express job interviews were held at the Chamber office & Visitor Center

Whataburger interviews were held at the Chamber office and Visitor Center

Met with dog disc organization in preparation for their State tournament.

Events and Activities

March 15, FREE Social Media training Class with Uplight Digital Marketing, next class April 19

April 16, Easter Eggstravaganza- KNES with host a bunny Run that morning in coordination with our Eggstravazanza. Face painting, arts & crafts, pics with the bunny, bunny hunt, live bunny giveaway, egg hunt, coloring contest winners announced, Lemonade day taste test drop off, vendors welcomes.

Coloring contest with the schools are underway, winners will be announced at Easter Eggstravaganza.

April 16, Rise and Shine for Mimosa Morning, local business promo & sales from 10-1

April 29-May 1- Disc Dog - They have been in contact with the Freestone Go Texan Group. They will work together to make sure everything goes smoothly at the fair grounds that weekend. They Disc Dog organization does have 15 rooms blocked out at La Quinta for that weekend.

In the works

May 7- Lemonade Day Fairfield, support the youth entrepreneurs in our community as they start their own business. As of 4/05 we have 65 young entrepreneurs registered for the big day.

May 6-8- Disc Golf Tournament/ Tree Love Co.

May 26 -Business Afterhours- Tallulah Rey and Hart to Table are teaming up for the evening.

June 25- Chamber Golf Tournament/Fundraiser- Tri-County Golf Club

June 15- Tea with Miss Texas/ Moody Bradley House from 12-2

July 2- Fireworks at the Fairground will be Saturday July 2, instead of July 4 this year.

July 15-16- Fuzzy Peach Festival

Chamber and Visitors Center

March -Member of the Month- Freestone Credit Union

March 31- Chamber Board Meeting

April 4- Quarterly Ambassador Meeting

New Members- Paladin Gutter Systems, Whataburger, AMR Appliance & Maintenance

March Surprise Patrol- Tallulah Rey, Pack N Mail, Hart to Table

Ribbon Cutting- Junkin Gypsie Boutique

MARCH 2022

THE FAIRFIELD CHAMBER OF COMMERCE & VISITOR CENTER

St Patrick's Day
March 17th

Keep your gold local
Eat Local . Shop Local. Be Local.

Pay it Forward day

April 28th

BUSINESS OF THE MONTH

FCU

Freestone Credit Union

Fairfield Location: (903) 389-3351
480 Main St, Fairfield, TX 75840
Teague Location: (254) 739-2594
613 Main St, Teague, TX 75860

April 22nd
Happy Earth Day

Need ideas for Earth Day?

- trash pick- up
- plant a tree
- walk or ride a bike
- paperless billing
- buy reusable water bottle
- go microbead free
- shop @ local farmers market

Keeping it local
LUCKY TO HAVE LOCAL

Presented by:
The Fairfield Chamber of Commerce

SPEND LOCAL & YOU COULD WIN!

It's Easy

March 1 to March 31.2022
Dine in, purchase carry-out or patronize participating restaurants, shops, local retailers and businesses. The submit for a LUCKY chance to WIN!

Drop off receipt at Fairfield Chamber of Commerce
900 W Commerce St or
Text a copy to
[illegible]
By March 31st.
*On April 1st, we will draw and announce the winners!
Winners will also be notified by phone!

3 Winners
3 PRIZES
Valued at $100 each

Extra Chance to WIN!

- POST A PHOTO SHOWING HOW YOU SUPPORT LOCAL ON FACEBOOK
- USE THE HASHTAG #LOVINLUCKYFFTXCHAMBER
- TAG THE BUSINESS
- TAG THE FAIRFIELD CHAMBER OF COMMERCE

ALL PARTICIPANTS THAT USE #LOVINLUCKYFFTXCHAMBER WILL BE ENTERED INTO A DRAWING FOR A CHANCE TO WIN A PRIZE!

#LOVINLUCKYFFTXCHAMBER

For more information, contact
The Fairfield Chamber of Commerce
[illegible]
chamber@fairfieldtx.com

The City of Fairfield
presents
2022 EASTER EGGSTRAVAGANZA

Hop on over to the Courthouse with your Easter Basket for lots of goodies!

118 E Commerce St Fairfield, Tx

April 16
10:00am/12:00pm
Freestone County Courthouse

Vendors Welcome - Egg Hunt - Face Painting
Photo Booth - Easter Bunny - Arts&Crafts
Live Bunnies - Decorate Eggs

SPONSORED BY THE CITY OF FAIRFIELD, FAIRFIELD CHAMBER OF COMMERCE, LOCAL BUSINESSES, ORGANIZATIONS, AND NON PROFITS

REDUCE REUSE RECYCLE

Recycling Every 3rd Saturday! Fairfield High School bus loop!

SAVE THE DATE
Mimosa Morning
April 16th @ 10am -1pm
At participating locations:
More details coming soon

Accessories, Etc...
Dessert By MommaCakes
Creations Flowers & Gifts
Armadillo Emporium
Brenda's Closet
Kountry Klutter
Pack N Mail
Hope & Co
Tallulah Ray

SPRING FORWARD

A LITTLE BIT OF GOOD GOES A LONG WAY

Lemonade Day!®

FAIRFIELD

May 7,2022

What is Lemonade Day?

Lemonade Day is a experiential, educational program,free to children, that teaches them how to start a business and then provides them with an opportunity to run their business in highly profitable locations throughout the city and make their own money.

SPRING FORWARD SHOP LOCAL.

BUILDING THE **FUTURE** STIRRING UP **SUCCESS**

SAVE THE DATE

4P Jewelry

Handmade Jewelry
Charlie Pickett
(903) 644-8416
235 S. Fairway
Fairfield, TX 75840

Upcoming Events

- March 1st- Lemonade Day registration goes live
- March 1-31st- Lucky to have local shopping promotion
- March 15th- Uplight Digital Marketing FREE Social Media Class @ NOON at The Chamber Office (Bring your lunch and a smile)
- April 16th- Easter Eggstravaganza 10am-12pm
- Mimosa Morning 10am-1pm
- Lemonade Day Taste Testing Samples Drop Off @ Easter Eggstravaganza
- Winners announced for Easter Coloring Contest!
- KNES 5K Bunny Run 9am
- May 7th- Lemonade Day Fairfield

Lemonade Day!® FAIRFIELD

THANK YOU TO OUR SPONSORS WHO MADE OUR EVENT POSSIBLE!

MAIN SQUEEZE SPONSORS

K & G Metals · CETA · Freestone Medical Center · Community National Bank & Trust of Texas · Premier Realty

BIG SQUEEZE SPONSORS

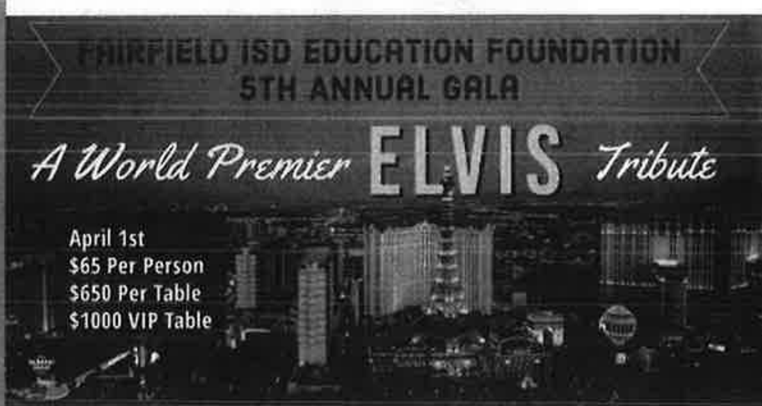
Commons Bank · Fairfield Recorder

SWEET SQUEEZE SPONSORS

Texas Farm Credit

FRESH SQUEEZE SPONSORS

Robert & Sandra McAdams · Creations Flowers & Gifts



Check out all of our members and events on our website!

Thank you to our Sponsors: Freestone Medical Center · Community National Bank & Trust of Texas · CETA · Texas Towing · Premier · East Pine · Farmers Insurance

City Council
City of Fairfield, Texas
Agenda Action Form

AGENDA DATE:	April 12, 2022	**AGENDA ITEM**	Telecommunications Rights-of-Way Rates
AGENDA SUBJECT:	Discussion and possible action to authorize City Administrator to take no action in increase of telecommunications rights-of-way rates		
PREPARED BY:	Nate Smith	**Date Submitted:**	April 4, 2022
EXHIBITS:	Letter from Public Utility Commission		
BUDGETARY IMPACT			
CITYADMINISTRATOR APPROVAL:			

SUMMARY:

Every year, the Public Utility Commission asks cities if they want to raise rates for using public rights-of-way. The council has authorized the denial of these rates every year. If the city wants to continue denying a raise in rates, the City Administrator requires authorization to take no action.

RECOMMENDED ACTION:

Recommend authorization to take no action

Public Utility Commission of Texas

1701 N. Congress Ave., PO Box 13326, Austin, TX 78711-3326

2022 CONSUMER PRICE INDEX (CPI) ADJUSTMENT TO MUNICIPAL TELECOMMUNICATIONS RIGHT-OF-WAY ACCESS LINE RATES

March 9, 2022

PURPOSE

This letter is to notify you that your city's 2021 maximum access line rates have increased by 2.5378% due to inflation, as measured by the CPI. This adjustment has been made pursuant to Chapter 283 of the Local Government Code (House Bill 1777).

DEFAULT RATES FOR 2022: NO CHANGE

Based on the choice made by your city in April 2021, your city's 2022 rate will either be adjusted for inflation, or will remain the same as your 2021 rate. According to our records, when similar CPI adjustments were made in April 2021, you opted NOT to adjust your rates for inflation, (i.e. you chose LESS than the maximum allowable CPI-adjusted rates). Therefore, your 2022 rates will REMAIN at your 2021 level and your rates will NOT increase. You have the option to refuse this default rate and request an increase in rates by taking the action explained below.

ACTION BY CITY: TO REQUEST AN INCREASE

(1) You do not have to respond if you desire to keep your 2022 rates at the 2021 levels. (2) Respond ONLY if you want an INCREASE from the 2021 rates. (3) To request an increase, notify the PUC using page 2 of this letter no later than April 30, 2022. (4) The PUC does not require City council authorization; however, if your city charter requires it, please do so immediately. (5) Verify your contact information and highlight any changes. (6) Make a copy of this document.

WHAT HAPPENS IF A CITY DOES NOT RESPOND BY APRIL 30, 2022?

If a city does not respond by April 30, 2022, the rates for your city will remain at the 2021 levels. The next opportunity to adjust your rates will be September 1, 2022.

WHAT HAPPENS NEXT?

The PUC will notify telephone companies of your desired rates and you will be compensated accordingly no later than July 1, 2022.

FUTURE REVISIONS TO CPI

The access line rates will be revised annually in March depending on whether the CPI changes for the previous year. If the CPI changes for the year 2022, you will receive a similar letter in 2023.

See over...

City of Fairfield

SECTION 1: Your new 2022 CPI adjusted maximum rates are as follows:

Residential: $1.99 *Non-Residential:* $4.53 *Point-to-Point:* $6.82

SECTION 2: Your default rates for 2022 are as follows and are the same as your 2021 rates. Note: This is lower because you have chosen to do so previously.

Residential: $1.88 *Non-Residential:* $4.29 *Point-to-Point:* $6.48

To increase your default rates by any amount up to your 2022 maximum rates shown in SECTION 1, notify the PUC by completing the section below. You can mail or fax this page to the PUC. To accept rates in SECTION 2, no action is required.

I ____________________________, Title____________________________, am an authorized representative for the City/Town/Village of ____________________________. The City declines to accept the default rates indicated in SECTION 2 above. Instead, we choose the following rates: Residential________ ; Non-Residential_________; Point-to-Point_________.

Date:____________________ Signature:____

Other Comments:

HOW TO RESPOND

Mail: Stephen Mendoza
Public Utility Commission
P.O. Box 13326
Austin, TX 78711-3326

Or FAX to Stephen Mendoza at: 512-936-7428

INQUIRIES

Inquiries only. NOT for sending your response.
HB1777@puc.texas.gov
Phone No: 512-936-7394

CITY CONTACT INFORMATION

Please notify us if the contact information we have on file for your city has changed. Thank you.

Phone No. 1: (903) 389-2633
Phone No. 2: (903) 389-4307
Fax No: (903) 389-6327
Email: nate.smith@fairfieldtexas.net

Address

NATHANIEL SMITH CITY ADMINISTRATOR
or current city official responsible for right-of-way issues
CITY OF FAIRFIELD
222 SOUTH MOUNT ST
FAIRFIELD TX 75840

City Council
City of Fairfield, Texas
Agenda Action Form

AGENDA DATE:	April 12, 2022	**AGENDA ITEM**	FEDC Board Reappointment
AGENDA SUBJECT:	DISCUSSION AND POSSIBLE ACTION ON THE REAPPOINTMENT OF WARREN DAVIS TO THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION AND THE FAIRFIELD AREA ECONOMIC DEVELOPMENT CORPORATION		
PREPARED BY:	Nate Smith/David Fowler	**Date Submitted:**	April 8, 2022
EXHIBITS:	None		
BUDGETARY IMPACT			
None			
CITYADMINISTRATOR APPROVAL:			

SUMMARY:

On April 6, the FEDC and FAEDC boards unanimously renominated Warren Davis to serve a second 3-year term on the board.

David Fowler will have more information.

RECOMMENDED ACTION:

Recommend approval

City Council
City of Fairfield, Texas
Agenda Action Form

AGENDA DATE:	April 12, 2022	**AGENDA ITEM**	Hose purchase for Fairfield Volunteer Fire Department
AGENDA SUBJECT:	Discussion and possible action on approval a purchase request for the Fairfield Volunteer Fire Department		
PREPARED BY:	Nate Smith/Laney Newman	**Date Submitted:**	April 4, 2022
EXHIBITS:	Purchase Request; Quotes		

BUDGETARY IMPACT

To be paid out of budgeted line item – 01-5-08-6020; transfer or adjustment necessary to complete purchase

CITYADMINISTRATOR APPROVAL: Matthew B. Smith

SUMMARY:

The fire department has budgeted $5,000 for hose replacement and have presented the following purchase request and quotations.

RECOMMENDED ACTION:

Recommend approval

City of Fairfield

222 South Mount Street
Fairfield, Texas 75840
Telephone: (903) 389-2633
Fax: (903) 389-6327

VENDOR NAME: Metro Fire

ADDRESS 17350 State Hwy. 249; Suite 250
Houston, TX 77064-1142

TELEPHONE: 713-692-0911 **FAX:** 713-692-1591

VENDOR REP: Josh Slovak **DATE:** 28-Mar-22

QUOTED PRICE IS VALID THROUGH DATE: 28-Apr-22

FUND/DEPT CODE: 01-5-08-6020 **BALANCE:** $5,000

Quantity	Description	Unit Price	Total
20	1.75"x50' Orange Hose	$ 169.00	$ 3,380.00
2	3"x25' Yellow Hose	$ 199.00	$ 398.00
2	5"x25' Yellow Hose	$ 377.00	$ 754.00
3	3"x25' Yellow Hose	$ 179.00	$ 537.00
			$ -
			$ -
			$ -
			$ -
		Subtotal	$ 5,069.00
		Shipping	
		Total	$ 5,069.00

REQUEST BY: ______________________ **DATE:** ______________

DIRECTOR: ______________________ **DATE:** ______________

PURCHASING: ______________________ **DATE:** ______________

METRO FIRE
APPARATUS SPECIALISTS, INC.

QUOTE

Number	187100-0
Quote Date	03/28/2022
Page	1

Corporate
17350 State Hwy 249
Suite 250
Houston TX 77064-1142
(713) 692-0911 Phone
(713) 692-1591 Fax

Mansfield
625 S Wisteria St Ste 121
Mansfield TX 76063-2528
(817) 467-0911 Phone
(817) 375-1775 Fax

South Houston
514 Michigan St
South Houston TX 77587-3221
(713) 475-2411 Phone
(713) 475-2428 Fax

Bill to: FAIRFIELD FIRE RESCUE
PO BOX 1542
FAIRFIELD, TX 75840

Ship to: FAIRFIELD FIRE RESCUE
221 SOUTH KEECHI
FAIRFIELD, TX 75840

Cust Code	Ordered By	Salesman	Job/Rel#	Customer PO
FAI001	ACCOUNTS PAYABLE	JOSH SLOVAK		

Entered By	FOB	Ship Via	Terms
JOSH SLOVAK	CUSTOMER PAYS FREIGHT	BEST WAY	NET 20 DAYS

Quantity Order	Quantity Ship	Quantity Back	U/M	Item #	Description	Price	Extension
20	20	20	EA	KEY-DP17-TRU-ORG-50-ARN	TRU-ID 1.75" X 50' ORANGE HOSE ROCKER LUG NH COUPLING HEAVY DUTY DOUBLE JACKET EPDM RUBBER LINER	169.00	3380.00
2	2	2	EA	KEY-RC30-600-YLW-25-ARN	DURA FLOW 3" X 25' YELLOW HOSE ROCKER LUG NH COUPLING NITRILE/PVC RUBBER ATTACK HOSE	199.00	398.00
2	2	2	EA	KEY-RC50-450-YLW-25-STZ	PRO FLOW LDH 5" STZ X 25' YELLOW HOSE 5" STORZ COUPLING NITRILE/PVC RUBBER SUPPLY HOSE	377.00	754.00
3	3	3	EA	KEY-DP30-800-ECO-YLW-25-ARN	ECO-10 - 3" X 25' YELLOW HOSE ROCKER LUG NH COUPLING LIGHTWEIGHT DOUBLE JACKET EPDM RUBBER LINER	179.00	537.00

SubTotal	5,069.00
Total	5,069.00

Recommended
Jr 801

QUOTE GOOD FOR 30 DAYS

TRUSTED WORLDWIDE SINCE 1908

W.S. DARLEY & CO.
DARLEY FIRE EQUIPMENT DIVISION
325 SPRING LAKE DR. • ITASCA, IL 60143
Toll Free: 800-323-0244 • Phone: 630-735-3500 • FAX: 708-345-8993
FEIN 36-0976610 DUNS 005094842 CAGE 15852

Quotation

Prepared By:
George Brennan
georgebrennan@darley.com
Phone: 630-625-4557 Direct: 800-323-0244 x357

Date	3.29.22
Ship Terms	QUOTED
Pay Terms	Net 15
Acct. #	1092311
Ref. #	20094774

Sold To:
FAIRFIELD FIRE RESCUE
PO BOX 1542
FAIRFIELD, TX 75840

Ship To:
FAIRFIELD FIRE RESCUE
221 S KEECHI ST
FAIRFIELD, TX 75840

Line	Qty.	Mfr.	Item #	Description	Unit Price	Line Total
1	20	KEY FIRE HOSE	BP169OR	HOSE,1.75" X 50'ORANGE TRU-ID	$ 186.00	$ 3,720.00
2	2	KEY FIRE HOSE	BL62225	HOSE, 5" X 25' YLW LIGHTWEIGHT DJ W/ALUM. STORZ CPLGS	$ 428.00	$ 856.00
3	3	KEY FIRE HOSE	TMPDP3080025YARN	HOSE, 3" X 25' DARLEY CORD, YELLOW 2.5" NST COUPLINGS	$ 208.00	$ 624.00
4	2	KEY FIRE HOSE	AC66903	HOSE, 3" X 25' DARLITE RUBBER ATTACK 2.5" NST COUPLINGS	$ 215.00	$ 430.00
5	1	KEY FIRE HOSE		ESTIMATED FREIGHT	$ 150.00	$ 150.00

Subtotal	$ 5,780.00
Sales Tax	
Total	**$ 5,780.00**

Notes:

Offer valid for 30 days
Thank you for your business!

DACO FIRE EQUIPMENT

201 AVE R
PO BOX 5006
LUBBOCK, TX 79408

Estimate

Date	Estimate #
3/23/2022	11174

Name / Address
FAIRFIELD VFD PO BOX 1542 FAIRFIELD, TX 75840

Ship To
FAIRFIELD VFD 221 SOUTH KEECHI FAIRFIELD, TX 75840 ATTN CHIEF BAGGERLY

Terms	Rep	FOB
Net 30	DLN	

Item	Description	Qty	Rate	Total
AAHFC17X50O15N	PONN CONQUEST 1-3/4 X 50', ORANGE	20	286.25	5,725.00
AAHDJ30YB	DJ8003X2.5X50NSTYELLOW DOUBLE JACKET	3	283.75	851.25
AAHTPX30X25Y25N	TPX NITRILE RUBBER THREE PLY POLYESTER FABRIC REINFORCED 3" X 25' WITH 2.5" NH COUPLINGS, 25'	2	357.50	715.00
AAHTPX50X25Y50S	TPX NITRILE RUBBER THREE PLY POLYESTER FABRIC REINFORCED 5" X 25' WITH 5" STORZ COUPLINGS,	2	463.75	927.50

Subtotal	$8,218.75
Sales Tax (0.0%)	$0.00
Total	$8,218.75

City Council
City of Fairfield, Texas
Agenda Action Form

AGENDA DATE:	April 12, 2022	**AGENDA ITEM**	ARPA Engineer Resolution
AGENDA SUBJECT:	DISCUSS, CONSIDER, AND SELECT ENGINEERING SERVICE PROVIDERS TO COMPLETE PROJECT IMPLEMENTATION FOR THE AMERICAN RESCUE PLAN ACT (ARP ACT) FUNDING ADMINISTERED BY THE U.S. DEPARTMENT OF THE TREASURY, OTHER FEDERAL OR STATE AGENCY.		
PREPARED BY:	Nate Smith	**Date Submitted:**	April 8, 2022
EXHIBITS:	Resolution 04-12-2022 ARPA; Scoring Overview sheet		

BUDGETARY IMPACT

None

CITYADMINISTRATOR APPROVAL:

SUMMARY:

Earlier this year, as part of the city's projects for the American Rescue Plan Act funding, the city issued a Request for Qualifications for engineering services. The city received five submissions.

Based on the scoring, Kingdom Technologies and Hayter Engineering are our recommendations for service providers. Kingdom Technologies will work on the UV rehabilitation at Mims Creek; and Hayter will provide services on other projects, including the South 75 sewer line replacement and stormwater work on South Bateman Street.

RECOMMENDED ACTION:

Recommend approval

RESOLUTION 04-12-22 ARPA

A RESOLUTION OF THE CITY OF FAIRFIELD TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDERS SELECTION FOR AMERICAN RESCUE PLAN ACT (ARP ACT) PROGRAMS.

WHEREAS, the ARP ACT programs requires implementation by professionals experienced in federally-funded projects; and,

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with federal requirements; and,

WHEREAS, the Statement of Qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources.

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

Section 1. That Kingdom Technologies and Hayter Engineering be selected to provide application and project-related professional engineering services for the ARP ACT programs.

Section 2. That any and all project-related services contracts or commitments made with the above-named service provider are dependent on the award of ARP ACT funds and successful negotiation of a contract with the service provider.

PASSED AND APPROVED ON THIS THE 12TH DAY OF APRIL, 2022.

APPROVED:

____

Kenneth Hughes, Mayor

ATTEST:

____

Misty Richardson, City Secretary

ARPA Engineer Scoring Matrix

	EHT	Hayter	Kingdom	KSA	TLC
Clyde Woods	92	98	100	98	92
James Jones	61	88	86	61	61
Nate Smith	88	100	100	98	90
Kenneth Hughes	100	100	100	100	100
Totals	341	386	386	357	343

UV Project	Kingdom Technologies
Other ARPA Projects	Hayter Engineering

City Council
City of Fairfield, Texas
Agenda Action Form

AGENDA DATE:	April 12, 2022	**AGENDA ITEM**	FEDC Refinance Resolution
AGENDA SUBJECT:	CONSIDER AND ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS (THE "CITY") APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION ("CORPORATION") REGARDING A LOAN TO REFINANCE CERTAIN OUTSTANDING OBLIGATIONS OF THE CORPORATION; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT		
PREPARED BY:	Nate Smith/David Fowler	**Date Submitted:**	April 8, 2022
EXHIBITS:	Resolution 04-12-2022 FEDC; Closing Documents		

BUDGETARY IMPACT

None

CITYADMINISTRATOR APPROVAL: Nathan B. Smith

SUMMARY:

The Fairfield Economic Development Corporation is refinancing its 2018 loan with Government Capital for the Fairfield Industrial Park South. FEDC President David Fowler will present other information.

RECOMMENDED ACTION:

Recommend approval

RESOLUTION NO. ______________

CONSIDER AND ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS (THE "CITY") APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION ("CORPORATION") REGARDING A LOAN TO REFINANCE CERTAIN OUTSTANDING OBLIGATIONS OF THE CORPORATION; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT

WHEREAS, THE CITY OF FAIRFIELD, TEXAS, a Texas Type A General Law Municipality, (the "*City*") has created the Fairfield Economic Development Corporation (the "Corporation") pursuant to Chapter 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended), (the "*Act*");

WHEREAS, pursuant to the Act, the Corporation is empowered to borrow money for the purpose of financing the cost of any *"project"* defined as such by the Act.

WHEREAS, the Corporation has outstanding that certain promissory note dated April 17, 2018 in the original principal amount of $1,500,000 (the "2018 Note") the proceeds of which were used to finance a project; and

WHEREAS, the Board of Directors (the "*Board*") of the Corporation has found and determined that the Corporation will realize debt service savings by refinancing the 2018 Note by through a loan pursuant to that certain Loan Agreement (as amended, restated, supplemented and/or otherwise modified, the "*Loan Agreement*") in the original principal amount not to exceed $1,205,885.97 (the *"Loan"*) between the Corporation and Government Capital Corporation (the "*Lender*") with such loan evidenced by one or more promissory notes in the aggregate principal amount not to exceed $1,205,885.97 payable to the Lender (the "*Note*").

WHEREAS, the Corporation proposes to enter into a Sales Tax Remittance Agreement, dated as of the date of the Loan Agreement, (as amended, restated, supplemented and/or otherwise modified, the "*Sales Tax Remittance Agreement*") with the City pursuant to which, among other things, the Corporation will pledge its sales tax revenues to the Lender to secure repayment of the Loan.

WHEREAS, the Board adopted a resolution authorizing refinancing the 2018 Note, the Loan and the Sales Tax Remittance Agreement at a meeting of the Board held on April 6, 2022 (the "*EDC Resolution*").

WHEREAS, the Act requires the City Council of the City to approve the the Loan.

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

Section 1. The recitals set forth above are true and correct.

Section 2. The EDC Resolution authorizing the Loan adopted by the Corporation (the "*Corporation Resolution*") on April 6, 2022, and submitted to the City Council this day, is hereby approved in all respects. The proceeds from the Loan will be to refinancing the 2018 Note.

Section 3. The approvals herein given are in accordance with the Act, and the Note shall never be construed an indebtedness or pledge of the City, or the State of Texas (the "*State*"), within the meaning of any constitutional or statutory provision, and the owner of the Note shall never be paid in whole or in part out of any funds raised or to be raised by taxation (other than sales tax proceeds as authorized pursuant to Chapter 504 of the Act) or any other revenues of the Corporation, the City, or the State, except those revenues assigned and pledged by the Loan Agreement and the Sales Tax Remittance Agreement.

Section 4. The City hereby agrees to promptly collect and remit to the Corporation the Economic Development Sales and Use Tax (defined in the Loan Agreement) to provide for the prompt payment of the Note, and to assist and cooperate with the Corporation in the enforcement and collection of sales and use taxes imposed on behalf of the Corporation.

Section 5. The Sales Tax Remittance Agreement with respect to the obligations of the City and Corporation during the time the Note is outstanding, is hereby approved. Furthermore, the Mayor and the City Secretary and the other officers of the City are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution, including without limitation the Sales Tax Remittance Agreement.

Section 6. It is officially found, determined, and declared that the meetings at which the EDC Resolutions were read and this Resolution was adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by V.T.C.A. Government Code, Chapter 551, as amended.

Section 7. This Resolution shall be in force and effect from and after its passage on the date shown below.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED, this April 12, 2022.

CITY OF FAIRFIELD, TEXAS

Kenneth Hughes, Mayor

ATTEST:

Misty Richardson, City Secretary

CLOSING DOCUMENTS INDEX
$1,205,885.97 SALES TAX NOTE

GOVERNMENT CAPITAL CORPORATION

("Lender")

and

FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION

("Corporation")

Dated as of April 15, 2022

Document No.	***Document Description***
1	Loan Agreement between Lender and Corporation
	Exhibit A – Form of Note
2	Note executed by Corporation and payable to Lender
	Schedule I – Payment Schedule
3	Sales Tax Remittance Agreement executed by the Corporation and the City of Fairfield, Texas (the "City")
4	General Certificate of Corporation
5	Resolution of Corporation
6	General Certificate of the City
7	Resolution of the City
8	Opinion of Counsel
9	Articles of Incorporation of Corporation
10	Tax Certificate
11	Form 8038-G

LOAN AGREEMENT

between

GOVERNMENT CAPITAL CORPORATION

and

FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION

$1,205,885.97

Dated as of April 15, 2022

LOAN AGREEMENT

This **LOAN AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this "*Agreement*"), dated as of April 15, 2022, is between **GOVERNMENT CAPITAL CORPORATION** (the "*Lender*"), and the **FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION** (the "*Corporation*"), a nonprofit economic development corporation duly established and created pursuant to Chapter 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended), (the "*Act*"), created by or on behalf of the City of Fairfield, Texas (the "*City*").

W I T N E S S E T H:

WHEREAS, the City has established, levied, is maintaining and collecting on behalf of the Corporation the Economic Development Sales and Use Tax pursuant to the Act;

WHEREAS, the Corporation has asked the Lender to make a loan to the Corporation for the purpose of (i) refinancing a promissory note of the Corporation dated April 17, 2018 in the original principal amount of $1,500,000 (the "2018 Note") and (ii) paying costs of issuing the loan, such loan to be secured by and payable from the proceeds of the Economic Development Sales and Use Tax;

WHEREAS, the 2018 Note was issued to finance certain infrastructure and street improvements in the City's Industrial Park for the purpose of promoting new and expanded business enterprise in the City (the '2018 Project");

WHEREAS, the Lender is willing to make such loan to the Corporation, on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and the mutual benefits, covenants and agreements herein expressed, the Lender and the Corporation agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions The capitalized terms used in this Agreement shall have the following respective meanings unless the context otherwise requires:

Act - has the meaning ascribed to such term in the first paragraph hereof.

Additional Parity Obligations - means: (i) additional debt or other obligations to be issued or incurred by the Corporation including, without limitation, the issuance or incurrence of any bonds, notes, or other obligations, which are equally and ratably payable from and secured solely by a prior and first lien on the Pledged Revenues, including the Note, and (ii) any obligations hereafter issued to refund any of the foregoing if issued in a manner so as to be payable from and secured by a prior and first lien on and pledge of the Pledged Revenues.

Additional Subordinate Obligations - means: additional debt or other obligations to be issued or incurred by the Corporation including, without limitation, the issuance or incurrence of any bonds, notes, or other obligations payable from and secured in whole or in part by liens on the Pledged Revenues that are junior or subordinate to the lien on the Pledged Revenues securing the payment of the Note.

Agreement - has the meaning ascribed to such term in the first paragraph hereof.

Board – the Board of Directors of the Corporation.

Bond Counsel – Naman Howell Smith & Lee, PLLC.

Business Day - Any day, other than a Saturday, Sunday, or legal holiday, on which the offices of the Lender are not required or authorized by law or executive order to be closed.

City - has the meaning ascribed to such term in the first paragraph hereof.

Closing Date - The date that the Note is delivered to the Lender.

Code - The Internal Revenue Code of 1986, as amended, and all applicable regulations and any official rulings and determinations under the above.

Corporation - has the meaning ascribed to such term in the first paragraph hereof.

Costs of Issuance - The costs and expenses incurred by the Corporation with respect to the authorization, execution and delivery of the Loan Documents and all documentation related thereto.

Debt Service Fund - shall have the meaning ascribed to such term in Section 4.4 hereof.

Debt Service Requirement - The amount necessary to pay the principal of and interest due and owing on the Note during each respective fiscal year of the Corporation.

Economic Development Sales and Use Tax - The 1/2 of 1% sales and use tax authorized to be levied by the City on behalf of the Corporation for the promotion of economic development pursuant to the Act and elections duly held.

Event of Default - Unless waived in writing by the Lender, the occurrence of any of the following:

(a) the failure of the Corporation to make any of the Note Payments when due;

(b) the failure of the Corporation to comply with any other covenant, condition, or agreement under this Agreement, and the continuation of such failure for a period of thirty (30) days after the date that the Corporation acquired actual knowledge or written notice of such failure, which knowledge may take the form of notice specifying such failure given to the Corporation by the Lender;

(c) bankruptcy, insolvency, appointment of a receiver for, or the failure to discharge a judgment against, the Corporation;

(d) the violation of any representation or warranty made by the Corporation under Section 5.2 hereof; or

(e) the failure of the Corporation to perform any of its obligations under or comply with any provisions of this Agreement not described in (a) or (b) above or any other agreement with the Lender to which it may be a party or by which it is bound.

Interest Payment Date - The date interest payments are due on the Loan, as set forth in the Note.

Lender - Government Capital Corporation, together with its successors and assigns.

Loan - The loan from the Lender to the Corporation made pursuant to this Agreement.

Loan Documents - Collectively, this Agreement, the Note, the Sales Tax Remittance Agreement, the Collateral Assignment, and the Resolution.

Maximum Interest Rate - The maximum rate of interest allowed under Chapter 1204, Government Code, as amended, but not to exceed the "*applicable interest rate ceiling*" as determined under Chapter 303 of the Texas Finance Code from time to time in effect.

Note – the promissory note of even date herewith (such promissory note, as the same may be renewed, extended, amended or otherwise modified from time to time) delivered pursuant to this Agreement in substantially the form attached hereto as Exhibit A, and any promissory note executed and delivered by the Corporation in replacement thereof or in substitution therefor.

Note Payments - The payments required by Section 2.3 to be made by the Corporation in payment of the principal of and interest on the Note.

Pledged Revenues – (i) 100% of the funds collected by the City from the levy of the Economic Development Sales and Use Tax, without deduction, offset or credit for any administrative charges or expenses incurred by the City or the Corporation in connection with the levy and collection of the Economic Development Sales and Use Tax, other than any amounts due and owing to the Comptroller of Public Accounts of the State for collection costs and other charges, and (ii) such other money, income, revenue, receipts or other property as may be specifically dedicated, pledged or otherwise encumbered in this Agreement.

Principal Amounts - $1,205,885.97.

Previously Issued Parity Indebtedness - means any note, bond or other debt obligations of the Corporation outstanding as of the Closing Date and payable from and secured in whole or in part by liens on the Pledged Revenues that are in parity with the lien on the Pledged Revenues securing the payment of the Note.

Refunding – means the refunding of the 2018 Note to achieve debt service savings.

Resolution - The resolution of the Board of Directors of the Corporation authorizing the execution and delivery of this Agreement and the Note and the pledge of the Pledged Revenues to the payment of the principal of and interest on the Note, and any amendments or supplements thereto.

Revenue Fund - shall have the meaning ascribed to such term in Section 4.4 hereof.

Sales Tax Remittance Agreement - The Sales Tax Remittance Agreement dated as of even date herewith by and between the Corporation and the City, as same may be amended, restated, supplemented and/or otherwise modified.

State - The State of Texas.

Surplus Fund - shall have the meaning ascribed to such term in Section 4.4 hereof.

Section 1.2 Interpretative Matters Whenever the context requires:

(i) references in this Agreement of the singular number shall include the plural and vice versa; and

(ii) words denoting gender shall be construed to include the masculine, feminine, and neuter.

(b) The titles given to any article or section of this Agreement are for convenience of reference only and are not intended to modify the meaning of the article or section.

ARTICLE II

THE LOAN; REPAYMENT OF THE LOAN

Section 2.1 Financing the Loan Subject to the terms and conditions set forth in this Agreement, including without limitation the conditions set forth in Section 2.2, and for and in consideration of the payment by the Corporation of its obligations under this Agreement and the Note and the covenants and agreements herein contained, the Lender will advance to and for the sole use and benefit of the Corporation for the exclusive purpose of providing funds to accomplish the Refunding and to pay the Costs of Issuance.

On or after the Closing Date, the proceeds of the Loan shall be disbursed in a series of draws for such purposes. Each draw request to the Lender shall be subject to the receipt and acceptance by the Lender of such additional information as may be requested by the Lender.

Section 2.2 Conditions to Closing The obligation of the Lender to make the advance pursuant to Section 2.1 hereof shall be subject to the following conditions:

(a) The representations of the Corporation herein shall be true, complete and correct in all material respects on the date hereof and on and as of the Closing Date as if made on the Closing Date;

(b) On the Closing Date, the Loan Documents shall be in full force and effect, assuming due authorization and execution by the other parties thereto, and shall not have been amended or supplemented except as may have been agreed to in writing by the Lender;

(c) At or prior to the Closing Date, the Lender shall have received each of the following documents:

(i) This Agreement executed by an authorized officer of the Corporation;

(ii) The Note executed by an authorized officer of the Corporation;

(iii) A certificate, dated the Closing Date, executed by an authorized officer of the Corporation, to the effect that (A) the representations and warranties of the Corporation contained in this Agreement are true and correct on the date hereof and on and as of the Closing Date as if made on the Closing Date; (B) the Resolution and this Agreement are in full force and effect and have not been amended or supplemented except as may have been approved in writing by the Lender; (C) the Corporation is undertaking the Project in accordance with the Act and the City Council of the City has adopted a resolution authorizing the Note; (D) the Corporation is not in default with respect to any of its outstanding obligations; and (E) no litigation is pending or, to the best of their knowledge, threatened in any court to restrain or enjoin the execution and delivery of this Agreement or the Note, or the levy and collection of the Economic Development Sales and Use Tax or the pledge thereof, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Loan Documents, or contesting the powers of the Board of Directors of the Corporation;

(iv) Certified copies of resolutions of the City and the Corporation authorizing execution, delivery and performance of all of the Loan Documents and authorizing the borrowing hereunder, along with such certificates of existence, certificates of good standing and other certificates or documents as the Lender may reasonably require to evidence the Corporation's authority;

(v) True copies of all organizational documents of the Corporation, including all amendments, restatements or supplements thereto;

(vi) An opinion of counsel to the Corporation which shall specifically provide that (1) the Corporation is a validly existing non-profit corporation created by the City of Fairfield pursuant to Chapter 504 of the Act and (2) the Corporation is duly authorized and empowered to execute, deliver and perform the Loan Documents.

Section 2.3 **Repayment Terms** The Corporation agrees to execute and deliver the Note to the Lender at Closing pursuant to Section 2.1.

(b) The Note shall be dated the Closing Date, shall be in an aggregate principal amount equal to the respective Principal Amounts and shall be payable in installments on the dates and in the amounts specified in the Note.

(c) Interest shall accrue and be paid on the outstanding Principal Amounts as specified in the Note.

Section 2.4 **Note Payments** All Note Payments shall be made on the applicable payment date in immediately available funds and shall be paid to the Lender at the address provided to the Corporation pursuant to Section 8.2.

Section 2.5 **Note Payments Due on Business Days** If the regularly scheduled due date for a Note Payment is not a Business Day, the due date for such payment shall be the next succeeding Business Day, and payment made on such succeeding Business Day shall have the same force and effect as if made on the regularly scheduled due date.

Section 2.6 **Prepayment of Note** (a) Voluntary Prepayment. The Corporation may at its option prepay the principal amount of the Note outstanding hereunder, in whole but not in part, on any payment date on or after September 15, 2027. The prepayment price shall be an amount equal to the Early Redemption Value set forth in the Note.

Section 2.7 **Limited Obligation** The obligations of the Corporation hereunder are special limited obligations thereof and neither the Note nor any instrument related to this Agreement may give a holder a right to demand payment from any source other than the Pledged Revenues.

Section 2.8 **Segregation of Pledged Revenues** The Corporation shall or shall cause the City to maintain a separate fund into which shall be deposited the Pledged Revenues and the Corporation shall or shall cause the City to segregate such taxes collected from the general fund of the City.

ARTICLE III

ADDITIONAL DEBT

Section 3.1 **Additional Parity Obligations**.

(a) For so long as the Corporation is obligated hereunder and under the Note, the Corporation shall have the right, from time to time as needed, to issue Additional Parity Obligations for any lawful purpose. Such Additional Parity Obligations may be issued in such form and manner as the Corporation shall determine so long as prior to doing the same:

(i) the Corporation furnishes to the Lender a signed statement, supported by its audit or other financial presentation acceptable to the Lender, that the Corporation's net revenues for the previous 12 months, prior to the adoption of the resolution authorizing the issuance of the proposed Additional Parity Obligations, are at least 1.2 times the maximum annual debt service payments due on (i) the Note and (ii) all Additional Parity Obligations then outstanding and after giving effect to the issuance of the Additional Parity Obligations then being issued. Such statement shall be furnished to the Lender at least 14 days prior to the time any additional debt is incurred;

(ii) Net revenues shall mean the gross revenues of the Corporation, less its operating expenses, as determined by GAAP. Depreciation or amortization costs shall not be counted as operating expenses.

Section 3.2 Subordinate Debt

(a) The Corporation may issue or incur Additional Subordinate Obligations without restriction.

ARTICLE IV

SPECIAL AGREEMENTS

Section 4.1 Obligations of Corporation Unconditional The obligation of the Corporation to make the payments required by Section 2.3 shall be absolute and unconditional. The Corporation shall pay all such amounts without abatement, diminution or deduction (whether for taxes or otherwise) regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim that the Corporation may have or assert against the Lender or any other person.

(b) Until such time as the Note is fully paid the Corporation:

(i) will not suspend or discontinue, or permit the suspension or discontinuance of, any Note Payment;

(ii) will perform and observe all of its other agreements contained in this Agreement; and

(iii) except by full payment and retirement of the Note will not terminate this Agreement for any cause.

Section 4.2 Agreement as Security Agreement An executed copy of this Agreement shall constitute a security agreement pursuant to applicable law, with the Lender as the secured party. The lien, pledge, and security interest of the Lender created in this Agreement shall become effective immediately upon the Closing Date, and the same shall be continuously effective for so long as the Note is outstanding.

(b) A fully executed copy of this Agreement and the proceedings authorizing it shall be filed as a security agreement among the permanent records of the Corporation. Such records shall be open for inspection to any member of the general public and to any person proposing to do or doing business with, or asserting claims against, the Corporation, at all times during regular business hours.

(c) The provisions of this section are prescribed pursuant to the Bond Procedures Act of 1981 (Chapter 1204, Government Code), as amended, and other applicable laws of the State. If any other applicable law, in the opinion of counsel to the Corporation or in the opinion, reasonably exercised, of counsel to the Lender, requires any filing or other action additional to the filing pursuant to this section in order to preserve the priority of the lien, pledge, and security interest of the Lender created by this Agreement, the Corporation shall diligently make such filing or take such other action to the extent required by law to accomplish such result.

Section 4.3 **Pledge and Source of Payment** The Corporation hereby covenants that all Pledged Revenues shall be deposited and paid into the Special Funds established in Section 4.4 hereof, and shall be applied in the manner set out herein, to provide for the payment of principal and interest on the Previously Issued Parity Indebtedness, the Note and, to the extent permitted, any Additional Parity Obligations and all expenses of paying the same. The obligations of the Corporation under the Previously Issued Parity Indebtedness, the Note and, any Additional Parity Obligations shall be special limited obligations of the Corporation payable solely from, and secured by a first lien on, the Pledged Revenues, and collected and received by the Corporation, which Pledged Revenues shall, in the manner herein provided, be set aside and pledged to the payment of the Previously Issued Parity Indebtedness, the Note and, any Additional Parity Obligations, and any excess Economic Development Sales and Use Tax revenues shall be set aside in the Surplus Fund as hereinafter provided. The Lender and any owner of any Additional Parity Obligations shall never have the right to demand payment out of any funds raised or to be raised by ad valorem taxation. The Lender and any owner of any Additional Parity Obligations shall never have the right to demand payment from sales tax revenues in excess of those collected from the Economic Development Sales and Use Tax.

Section 4.4 **Special Funds**. The following special funds are hereby created, and such funds shall be maintained and accounted for as hereinafter provided, so long as the Note and any Additional Parity Obligations remain outstanding:

(a) Economic Development Sales and Use Revenue Fund (the "*Revenue Fund*");

(b) Economic Development Sales and Use Note Debt Service Fund (the "*Debt Service Fund*"); and

(c) Economic Development Sales and Use Surplus Fund (the "*Surplus Fund*").

The Revenue Fund, the Debt Service Fund and the Surplus Fund shall be maintained and accounted for as separate accounts on the books of the Corporation. All of the funds named above shall be used solely as provided herein so long as the Note and any Additional Debt remain outstanding. Notwithstanding the foregoing and the provisions of Sections 4.5, 4.6 and 4.7 hereof, the Corporation may utilize existing accounts and maintain appropriate internal records regarding the Revenue Fund, the Debt Service Fund and the Surplus Fund.

Section 4.5 **Flow of Funds** All Pledged Revenues shall be deposited as collected into the Revenue Fund. Money from time to time on deposit to the credit of the Revenue Fund shall be applied as follows in the following order and priority:

(a) First, to make all deposits into the Debt Service Fund required by this Agreement to pay principal of and interest on the Note and any Previously Issued Parity Indebtedness and Additional Parity Obligations hereafter issued by the Corporation as the same becomes due and payable;

(b) Second, to make the transfers required by any condition authorizing the issuance or incurrence of Additional Subordinate Obligations (subject to the prior requirements of any resolution authorizing the issuance of any Additional Debt); and

(c) Third, to make all deposits into the Surplus Fund as required by this Agreement, said funds to be used by the Corporation for any lawful purpose.

Whenever the total amounts on deposit to the credit of the Debt Service Fund shall be equal to the amount set forth in Section 4.6 hereof, no further payments need be made into the Debt Service Fund.

Section 4.6 Debt Service Fund On or before the last Business Day of each month, beginning on the last Business Day of the month in which the Closing Date occurs, there shall be deposited into the Debt Service Fund from the Revenue Fund such amounts as are necessary to accumulate the pro-rata monthly amount required to pay the initial Debt Service Requirements on the Note. Once such amount has been deposited, on or before the last Business Day of each month, there shall be transferred into the Debt Service Fund from the Revenue Fund such pro-rata monthly amounts as will be sufficient to accumulate the amount required to pay the Debt Service Requirement scheduled to become due on the Note during the Corporation's current fiscal year.

If in any month the Corporation shall fail to make the full transfer to the Debt Service Fund required by this Agreement, amount equivalent to such deficiency shall be transferred to the Debt Service Fund from the first available and unallocated money in the Revenue Fund in the following month or months, and such transfers shall be in addition to the other amounts required to be transferred to the Debt Service Fund.

Money deposited to the credit of the Debt Service Fund required by this Agreement shall be used solely for the purpose of paying principal and interest on the Previously Issued Parity Indebtedness, the Note and any Additional Parity Obligations plus any costs related thereto.

Section 4.7 Surplus Fund After making any transfers required into the Debt Service Fund or any other funds created in any resolution authorizing the issuance of any Additional Parity Obligations or any subordinate lien obligations, any money remaining in the Revenue Fund shall be considered surplus, and may be deposited into the Surplus Fund and, notwithstanding the pledge of the Pledged Revenues hereunder, may be used by the Corporation for any lawful purpose so long as there is no Event of Default hereunder.

Section 4.8 Investment of Funds; Transfer of Investment Income Money in the Revenue Fund and the Debt Service Fund may, at the option of the Corporation, be invested in time deposits or certificates of deposit of commercial banks secured in the manner required by law for public funds and insured by the Federal Deposit Insurance Corporation to the maximum extent permitted by law, or be invested in direct obligations of, or obligations fully guaranteed by, the United States of America, or in any other investments authorized by the laws of the State; provided that all such deposits or investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. Any obligation in which money is so invested shall be kept and held in the official depository bank of the Corporation at which the fund is maintained from which the investment was made. All such investments shall be promptly sold when necessary to prevent any default in connection with the Note or any Additional Debt.

All interest and income derived from such deposits and investments shall be transferred or credited as received to the Revenue Fund, and shall constitute Pledged Revenues.

Section 4.9 **Security for Uninvested Funds** All uninvested money on deposit in, or credited to, the Revenue Fund and the Debt Service Fund shall be secured by the pledge of security as provided by the laws of the State.

Section 4.10 **Financial Statements and Reports** For so long as any amounts remain outstanding under the Note, the Corporation will promptly furnish to the Lender from time to time upon request such information regarding the business and affairs and financial condition of the Corporation as the Lender may reasonably request, and furnish to the Lender promptly after available and in any event within one hundred eighty (180) days of each fiscal year end, current audited financial statements, on a consolidated basis, of the Corporation, or if not separately prepared, then of the City, including (i) a balance sheet, (ii) statement of revenues, expenses and changes in fund balances, (iii) statements of cash flow, (iv) operating fund budget analysis, and (iv) appropriate Note and attachments to the financial statements.

Section 4.11 **Notice of Contingent Liabilities** Within five (5) days after the Corporation knows or has reason to know of the occurrence thereof, the Corporation shall give the Lender written notice of any actual or potential contingent liability in excess of $10,000.00.

Section 4.12 **Inspection Rights** At any reasonable time and from time to time, the Corporation will permit representatives of the Lender to examine, copy, and make extracts from its books and records, to visit and inspect its properties, and to discuss its business, operations, and financial condition with its officers, employees, and independent certified public accountants.

Section 4.13 **Keeping Books and Records** The Corporation will maintain proper books of record and account in which full, true, and correct entries in conformity with generally accepted accounting principles shall be made of all dealings and transactions in relation to its business and activities.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.1 **Representations and Warranties of Lender** The Lender represents and warrants to the Corporation the following:

(a) The Lender has all necessary power and authority to enter into and perform this Agreement.

(b) The Lender has taken all actions required to authorize and execute this Agreement and to perform its obligations hereunder and the execution, delivery and performance by the

Lender of and compliance with the provisions of this Agreement will not conflict with any existing law, regulation, rule, decree or order or any agreement or other instrument by which the Lender is bound.

Section 5.2 **Representations by the Corporation** The Corporation represents, warrants and covenants to the Lender as follows:

(a) The Corporation is a nonprofit economic development corporation, within the meaning of Chapter 50A (formerly Section 4A) of the Act, has all of the rights, powers, privileges, authority and functions given by the general laws of the State to nonprofit corporations incorporated under the Texas Non-Profit Corporation Act, as amended, except as otherwise provided in Section 501.054(a) of the Act (formerly Section 23(a) of the Act), and is authorized by the Act to execute and to enter into this Agreement and to undertake the transactions contemplated herein and to carry out its obligations hereunder.

(b) The Corporation is duly organized, validly existing, and in good standing under the laws of the State. The Corporation has all requisite power, authority and legal right to execute and deliver the Loan Documents and all other instruments and documents to be executed and delivered by the Corporation pursuant thereto, to perform and observe the provisions thereof and to carry out the transactions contemplated by the Loan Documents. All corporate action on the part of the Corporation which is required for the execution, delivery, performance and observance by the Corporation of the Loan Documents has been duly authorized and effectively taken, and such execution, delivery, performance and observation by the Corporation do not contravene applicable law or any contractual restriction binding on or affecting the Corporation.

(c) The Corporation has duly approved the borrowing of funds from the Lender and has received the approval of the City therefor; no other authorization or approval or other action by, and no notice to or filing with any governmental authority or regulatory body is required as a condition to the performance by the Corporation of its obligations under any of the Loan Documents.

(d) This Agreement and the Note are legally valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms.

(e) There is no default of the Corporation in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument or instruments or agreements under and subject to which any indebtedness for borrowed money has been incurred which does or could affect the validity and enforceability of the Loan Documents or the ability of the Corporation to perform its obligations thereunder, and no event has occurred and is continuing under the provisions of any such instrument or agreement which constitutes or, with the lapse of time or the giving of notice, or both, would constitute such a default.

(f) There is no pending or, to the knowledge of the undersigned officers of the Corporation, threatened action or proceeding before any court, governmental agency or department or arbitrator (i) to restrain or enjoin the execution or delivery of this Agreement and the Note or the collection of any Pledged Revenues to pay the Note, (ii) in any way contesting or affecting the authority for the execution and delivery or the validity of the Loan Documents, or

(iii) in any way contesting the levy of the Economic Development Sales and Use Tax or the existence of the Corporation or the title or powers of the officers of the Corporation.

(g) In connection with the authorization, execution and delivery of this Agreement and the Note, the Corporation has complied with all provisions of the laws of the State, including the Act.

(h) The execution and delivery of the documents contemplated hereunder do not violate any provision of any instrument or agreement to which the Corporation is a party or by which it is bound.

(i) The Corporation has, by proper corporate action, duly authorized the execution and delivery of this Agreement.

(j) The Corporation is not in default under or in violation of the Constitution or any of the laws of the State relevant to the issuance of the Note or the consummation of the transactions contemplated hereby or in connection with such issuance, and has duly authorized the issuance of the Note and the execution and delivery of this Agreement. The Corporation agrees that it will do or cause to be done in a timely manner all things necessary to preserve and keep in full force and effect its existence, and to carry out the terms of this Agreement and the Indenture.

(k) The Corporation's books and records properly reflect the financial condition of the Corporation and, to the best of the Corporation's knowledge, there has been no material adverse change in the business, condition (financial or otherwise), operations, prospects or properties of the Corporation since the effective date of the Corporation's most recent financial statements.

Section 5.3 Tax Matters.

(a) The Corporation covenants to take any action to maintain, or refrain from any action which would adversely affect, the treatment of the Note as an obligation described in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in "gross income" for federal income tax purposes. In furtherance thereof, the Corporation specifically covenants as follows:

(i) To refrain from taking any action which would result in the Note being treated as "private activity bonds" within the meaning of Section 141(a) of the Code;

(ii) To take any action to assure that no more than 10% of the proceeds of the Note or the projects financed therewith are used for any "private business use," as defined in Section 141(b)(6) of the Code or, if more than 10% of the proceeds or the projects financed therewith are so used, that amounts, whether or not received by the Corporation with respect to such private business use, do not under the terms of this Agreement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10% of the debt service on the Note, in contravention of Section 141(b)(2) of the Code;

(iii) To take any action to assure that in the event that the "private business use" described in paragraph (ii) hereof exceeds 5% of the proceeds of the Note or the projects financed therewith, then the amount in excess of 5% 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;

(iv) To take any action to assure that no amount which is greater than 5% of the proceeds of the Note 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;

(v) To refrain from taking any action which would result in the Note being "federally guaranteed" within the meaning of Section 149(b) of the Code;

(vi) Except to the extent permitted by Section 148 of the Code and the regulations and rulings thereunder, to refrain from using any portion of the proceeds of the Note, 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 Note;

(vii) To otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of Section 148 of the Code (relating to arbitrage) and, to the extent applicable, Section 149(d) of the Code (relating to advance refundings);

(viii) Except to the extent otherwise provided in Section 148(f) of the Code and the regulations and rulings thereunder, to pay to the United States of America at least once during each five year period (beginning on the issue date of the Note an amount that is at least equal to 90% 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 60 days after the Note has been paid in full, 100% of the amount then required to be paid as a result of Excess Earnings under Section 148(f) of the Code; and

(ix) To maintain such records as will enable the Corporation to fulfill its responsibilities under this subsection and Section 148 of the Code and to retain such records for at least six years following the final payment of principal and interest on the Note.

For the purposes of the foregoing, in the case of a refunding bond, the term proceeds includes transferred proceeds and, for purposes of paragraphs (ii) and (iii), proceeds of the refunded obligations.

The covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of 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 Note, the Corporation will not be required to comply with any covenant contained herein to the extent that such noncompliance, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion from gross income of interest on the Note 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 Note, the Corporation agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion from gross income of interest on the Note under Section 103 of the Code.

(b) Proper officers of the Corporation charged with the responsibility of issuing the Note are hereby authorized and directed to execute any documents, certificates, or reports required by the Code and to make such elections, on behalf of the Corporation, which may be permitted by the Code as are consistent with the purpose for the issuance of the Note.

(c) Notwithstanding any other provision in this Agreement, to the extent necessary to preserve the exclusion from gross income of interest on the Note under Section 103 of the Code, the covenants contained in this subsection shall survive the later of the defeasance or discharge of the Note.

(d) Covenants Regarding Sale, Lease, or Disposition of Financed Property. The Corporation covenants that the Corporation will regulate the use of the property financed, directly or indirectly, with the proceeds of the Note and will not sell, lease (other than to the Corporation's contracted service provider), or otherwise dispose of such property unless (i) the Corporation takes the remedial measures as may be required by the Code and the regulations and rulings thereunder in order to preserve the exclusion from gross income of interest on the Note under Section 103 of the Code or (ii) the Corporation seeks the advice of nationally-recognized bond counsel with respect to such sale, lease, or other disposition.

(e) The Corporation hereby designates the Note as "qualified tax-exempt obligations" as defined in Section 265(b)(3) of the Code. With respect to such designation, the Corporation represents the following: (a) that during the calendar year 2022, the Corporation (including all entities which issue obligations on behalf of the City), has not designated nor will designate obligations, which when aggregated with the Note will result in more than $10,000,000 of "qualified tax-exempt obligations" being issued and (b) that the Corporation has examined its financing needs for the calendar year 2022 and reasonably anticipates that the amount of bonds, leases, loans or other obligations, together with the Note and any other tax-exempt obligations heretofore issued by the Corporation (plus the City and those of all entities which issue obligations on behalf of the City) during the calendar year 2022), when the higher of the face amount or the issue price of each such tax-exempt obligation issued for the calendar year 2022 by the Corporation is taken into account, will not exceed $10,000,000.

(f) The representations above shall be deemed to be made on and as of the date hereof and as of the date of the Note.

ARTICLE VI

REMEDIES SECTION

Section 6.1 Remedies Available So long as any Event of Default has occurred and is continuing, the Lender may take any action at law or in equity, including without limitation the right to seek a writ of mandamus from a court of competent jurisdiction, to collect all amounts then due under this Agreement and the enforcing of compliance with any other obligation of the Corporation under this Agreement.

(b) In addition to the remedies provided in subsection (a) of this Section, the Lender shall, to the extent permitted by law, be entitled to recover the costs and expenses, including attorney's fees and court costs, incurred by the Lender in the proceedings authorized under subsection (a) of this Section.

(c) Notwithstanding any other provision of this Agreement, the acceleration of the Note Payments is not available as a remedy under this Agreement.

Section 6.2 **Application of Money Collected** Any money collected as a result of the taking of remedial action pursuant to this Article VI, including money collected as a result of foreclosing the liens of this Agreement, shall be applied to cure the Event of Default with respect to which such remedial action was taken.

Section 6.3 **Restoration of Rights** If any action taken as a result of an Event of Default is discontinued or abandoned for any reason, or is determined adversely to the interests of the Lender, or if an Event of Default is cured, all parties shall be deemed to be restored to their respective positions and rights under the Loan Documents as if such Event of Default had not occurred.

Section 6.4 **Non-Exclusive Remedies** No remedy conferred upon or reserved to the Lender by this Agreement is intended to be exclusive of any other available remedy, and each such remedy shall be in addition to any other remedy given under this Agreement or the other Loan Documents or now or hereafter existing at law or in equity.

Section 6.5 **Delays** No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or be construed to be a waiver thereof, and all such rights and powers may be exercised as often as may be deemed expedient.

Section 6.6 **Limitation on Waivers** If an Event of Default is waived, such waiver shall be limited to the particular Event of Default so waived and shall not be deemed a waiver of any other Event of Default; provided, that no waiver of an Event of Default shall be effective unless such waiver is made in writing.

ARTICLE VII

DISCHARGE BY PAYMENT

When the Note has been paid in full or when the Corporation has made payment to the Lender of the whole amount due or to become due under the Note (including all interest that has accrued thereon or that may accrue to the date of maturity or prepayment, as applicable), and all other amounts payable by the Corporation under this Agreement have been paid, the liens of this Agreement shall be discharged and released, and the Lender, upon receipt of a written request by the Corporation and the payment by the Corporation of the reasonable expenses with respect thereto, shall discharge and release the lien of this Agreement and execute and deliver to the Corporation such releases or other instruments as shall be requisite to release the lien hereof.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 **Term of Agreement** This Agreement shall become effective upon the Closing Date and shall continue in full force and effect until all obligations of the Corporation under this Agreement and the Note has been fully paid.

Section 8.2 **Notices** (a) All notices, certificates, or other communications required by or made pursuant to this Note Agreement shall be in writing and given by certified or registered United States Mail, return receipt requested, addressed as follows:

(i) if to the Lender:

Government Capital Corporation
345 Miron Drive
Southlake, Texas 76092

(ii) if to the Corporation:

FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION
101 S. Mount Street
Fairfield, Texas 75840
Attention: David Fowler, Executive Director

(b) The Corporation and the Lender may designate any further or different addresses to which subsequent notices shall be sent; provided, that, any of such parties shall designate only one address for such party to receive such notices.

(c) Except as otherwise provided by this Agreement, any communication delivered by mail in compliance with this section is deemed to have been given as of the date of deposit in the mail.

(d) A provision of this Agreement that provides for a specific method of giving notice or otherwise conflicts with this section supersedes this section to the extent of the conflict.

Section 8.3 **Binding Effect, Assignment** (a) This Agreement shall (i) be binding upon the Corporation, its successors and assigns, and (ii) inure to the benefit of and be enforceable by the Lender and its successors, transferees and assigns; provided that the Corporation may not assign all or any part of this Agreement without the prior written consent of the Lender. The Lender may assign, transfer or grant participations in all or any portion of this Agreement, the Note, or any of its rights or security hereunder, including without limitation, the instruments securing the Corporation's obligations under this Agreement; provided that any such assignment, transfer or grant shall be made only to a financial institution whose primary business is the lending of money.

Section 8.4 **Expenses, Fees, Etc** The Corporation hereby agrees to pay on demand all reasonable costs and expenses of the Lender in connection with the preparation, negotiation, execution, and delivery of the Loan Documents and any and all amendments, modifications, renewals, extensions, and supplements thereof and thereto, including, without limitation, the fees and expenses of legal counsel for the Lender and other professionals.

Section 8.5 **Severability** If any part of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability thereof shall not affect the remainder of this Agreement.

Section 8.6 **Counterparts** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same document.

Section 8.7 **Applicable Law** This Agreement shall be governed in all respects, whether as to validity, construction, performance, or otherwise, by the laws of the State and, if applicable, federal law.

Section 8.8 **Jurisdiction** All actions or proceedings with respect to, and the performance of, the Note and this Agreement shall be, or shall be instituted in the courts of the State of Texas, in Freestone County, Texas, and by execution and delivery of this Agreement, the Corporation and the Lender irrevocably and unconditionally submit to the jurisdiction of such courts and unconditionally waive (i) any objection each may now or hereafter have to the laying of venue in any such courts, and (ii) any claim that any action or proceeding brought in any such courts has been brought in an inconvenient forum.

Section 8.9 **Notice of Final Agreement** **THIS WRITTEN AGREEMENT AND ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective duly authorized officers as of the date first above written.

GOVERNMENT CAPITAL CORPORATION

By: ______________________________
Name: ____________________________
Title: _____________________________

FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION

By: ______________________________
Jason Hullum, Chairman

ATTEST:

By: ______________________________
Mary Small, Secretary

EXHIBIT A
FORM OF NOTE

THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER AND IS NOT A REGISTERED OBLIGATION

$1,205,885.97 April 15, 2022

THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION NOTE

THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION (the "*Corporation*") for value received, hereby promises to pay to the order of **GOVERNMENT CAPITAL CORPORATION**, its successor or assigns, at its offices located at 345 Miron Drive, Southlake, Texas 76092, the principal sum of ONE MILLION TWO HUNDRED FIVE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 97/100 DOLLARS ($1,205,885.97).

All capitalized terms which are used but not defined in this Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Corporation and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the "*Loan Agreement*").

Subject to Section 2.3 of the Loan Agreement, beginning on May 15, 2022 and on the 15th day of each month thereafter until the Maturity Date, the Corporation agrees to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon in such amounts as reflected on Schedule I attached hereto. All unpaid principal and accrued interest shall be finally due and payable on or before April 15, 2033 (the "Maturity Date").

Interest shall accrue at a per annum rate of the lesser of (a) 2.995%.

Past due principal and interest shall bear interest at a rate per annum which is fifteen percent (15.0%).

All payments of interest shall be computed annually based on a 30/360.

This Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours.

The principal of and interest on this Note is payable from and secured by a lien on and pledge of the Pledged Revenues received by the Corporation.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE STATE OF TEXAS, THE CITY OF FAIRFIELD, TEXAS (THE "*CITY*"), NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE ECONOMIC DEVELOPMENT SALES AND USE TAX DESCRIBED ABOVE TO MAKE THE NOTE PAYMENTS.

The Corporation may, in its discretion, prepay all or any portion of the outstanding principal amount of this Note pursuant to Section 2.6 of the Loan Agreement.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is 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 Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

IN WITNESS WHEREOF, this Note has been duly executed effective as of the date first written above.

FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION

By: ______________________________
Jason Hullum, Board Chairman

ATTEST:

By: ______________________________
Mary Small, Secretary

Schedule I – Payment Schedule

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	5/15/2022	$10,734.12	$3,009.69	$7,724.43	N/A
2	6/15/2022	$10,734.12	$2,990.41	$7,743.71	N/A
3	7/15/2022	$10,734.12	$2,971.08	$7,763.04	N/A
4	8/15/2022	$10,734.12	$2,951.71	$7,782.41	N/A
5	9/15/2022	$10,734.12	$2,932.29	$7,801.83	N/A
6	10/15/2022	$10,734.12	$2,912.81	$7,821.31	N/A
7	11/15/2022	$10,734.12	$2,893.29	$7,840.83	N/A
8	12/15/2022	$10,734.12	$2,873.72	$7,860.40	N/A
9	1/15/2023	$10,734.12	$2,854.11	$7,880.01	N/A
10	2/15/2023	$10,734.12	$2,834.44	$7,899.68	N/A
11	3/15/2023	$10,734.12	$2,814.72	$7,919.40	N/A
12	4/15/2023	$10,734.12	$2,794.96	$7,939.16	N/A
13	5/15/2023	$10,734.12	$2,775.14	$7,958.98	N/A
14	6/15/2023	$10,734.12	$2,755.28	$7,978.84	N/A
15	7/15/2023	$10,734.12	$2,735.36	$7,998.76	N/A
16	8/15/2023	$10,734.12	$2,715.40	$8,018.72	N/A
17	9/15/2023	$10,734.12	$2,695.39	$8,038.73	N/A
18	10/15/2023	$10,734.12	$2,675.32	$8,058.80	N/A
19	11/15/2023	$10,734.12	$2,655.21	$8,078.91	N/A
20	12/15/2023	$10,734.12	$2,635.05	$8,099.07	N/A
21	1/15/2024	$10,734.12	$2,614.83	$8,119.29	N/A
22	2/15/2024	$10,734.12	$2,594.57	$8,139.55	N/A
23	3/15/2024	$10,734.12	$2,574.25	$8,159.87	N/A
24	4/15/2024	$10,734.12	$2,553.89	$8,180.23	N/A
25	5/15/2024	$10,734.12	$2,533.47	$8,200.65	N/A
26	6/15/2024	$10,734.12	$2,513.00	$8,221.12	N/A
27	7/15/2024	$10,734.12	$2,492.48	$8,241.64	N/A
28	8/15/2024	$10,734.12	$2,471.91	$8,262.21	N/A
29	9/15/2024	$10,734.12	$2,451.29	$8,282.83	N/A
30	10/15/2024	$10,734.12	$2,430.62	$8,303.50	N/A
31	11/15/2024	$10,734.12	$2,409.90	$8,324.22	N/A
32	12/15/2024	$10,734.12	$2,389.12	$8,345.00	N/A
33	1/15/2025	$10,734.12	$2,368.29	$8,365.83	N/A
34	2/15/2025	$10,734.12	$2,347.41	$8,386.71	N/A
35	3/15/2025	$10,734.12	$2,326.48	$8,407.64	N/A
36	4/15/2025	$10,734.12	$2,305.50	$8,428.62	N/A
37	5/15/2025	$10,734.12	$2,284.46	$8,449.66	N/A
38	6/15/2025	$10,734.12	$2,263.37	$8,470.75	N/A
39	7/15/2025	$10,734.12	$2,242.23	$8,491.89	N/A
40	8/15/2025	$10,734.12	$2,221.04	$8,513.08	N/A
41	9/15/2025	$10,734.12	$2,199.79	$8,534.33	N/A
42	10/15/2025	$10,734.12	$2,178.49	$8,555.63	N/A

43	11/15/2025	$10,734.12	$2,157.14	$8,576.98	N/A
44	12/15/2025	$10,734.12	$2,135.73	$8,598.39	N/A
45	1/15/2026	$10,734.12	$2,114.27	$8,619.85	N/A
46	2/15/2026	$10,734.12	$2,092.75	$8,641.37	N/A
47	3/15/2026	$10,734.12	$2,071.19	$8,662.93	N/A
48	4/15/2026	$10,734.12	$2,049.57	$8,684.55	N/A
49	5/15/2026	$10,734.12	$2,027.89	$8,706.23	N/A
50	6/15/2026	$10,734.12	$2,006.16	$8,727.96	N/A
51	7/15/2026	$10,734.12	$1,984.38	$8,749.74	N/A
52	8/15/2026	$10,734.12	$1,962.54	$8,771.58	N/A
53	9/15/2026	$10,734.12	$1,940.65	$8,793.47	N/A
54	10/15/2026	$10,734.12	$1,918.70	$8,815.42	N/A
55	11/15/2026	$10,734.12	$1,896.70	$8,837.42	N/A
56	12/15/2026	$10,734.12	$1,874.64	$8,859.48	N/A
57	1/15/2027	$10,734.12	$1,852.53	$8,881.59	N/A
58	2/15/2027	$10,734.12	$1,830.36	$8,903.76	N/A
59	3/15/2027	$10,734.12	$1,808.14	$8,925.98	N/A
60	4/15/2027	$10,734.12	$1,785.86	$8,948.26	N/A
61	5/15/2027	$10,734.12	$1,763.53	$8,970.59	N/A
62	6/15/2027	$10,734.12	$1,741.14	$8,992.98	N/A
63	7/15/2027	$10,734.12	$1,718.70	$9,015.42	N/A
64	8/15/2027	$10,734.12	$1,696.20	$9,037.92	N/A
65	9/15/2027	$10,734.12	$1,673.64	$9,060.48	$666,355.54
66	10/15/2027	$10,734.12	$1,651.02	$9,083.10	$657,137.38
67	11/15/2027	$10,734.12	$1,628.35	$9,105.77	$647,898.25
68	12/15/2027	$10,734.12	$1,605.63	$9,128.49	$638,638.10
69	1/15/2028	$10,734.12	$1,582.84	$9,151.28	$629,356.88
70	2/15/2028	$10,734.12	$1,560.00	$9,174.12	$620,054.55
71	3/15/2028	$10,734.12	$1,537.11	$9,197.01	$610,731.05
72	4/15/2028	$10,734.12	$1,514.15	$9,219.97	$601,386.34
73	5/15/2028	$10,734.12	$1,491.14	$9,242.98	$592,020.37
74	6/15/2028	$10,734.12	$1,468.07	$9,266.05	$582,633.10
75	7/15/2028	$10,734.12	$1,444.95	$9,289.17	$573,224.47
76	8/15/2028	$10,734.12	$1,421.76	$9,312.36	$563,794.44
77	9/15/2028	$10,734.12	$1,398.52	$9,335.60	$554,342.95
78	10/15/2028	$10,734.12	$1,375.22	$9,358.90	$544,869.96
79	11/15/2028	$10,734.12	$1,351.86	$9,382.26	$535,375.42
80	12/15/2028	$10,734.12	$1,328.45	$9,405.67	$525,859.28
81	1/15/2029	$10,734.12	$1,304.97	$9,429.15	$516,321.49
82	2/15/2029	$10,734.12	$1,281.44	$9,452.68	$506,762.00
83	3/15/2029	$10,734.12	$1,257.84	$9,476.28	$497,180.76
84	4/15/2029	$10,734.12	$1,234.19	$9,499.93	$487,577.73
85	5/15/2029	$10,734.12	$1,210.48	$9,523.64	$477,952.85
86	6/15/2029	$10,734.12	$1,186.71	$9,547.41	$468,306.07
87	7/15/2029	$10,734.12	$1,162.88	$9,571.24	$458,637.35
88	8/15/2029	$10,734.12	$1,139.00	$9,595.12	$448,946.63
89	9/15/2029	$10,734.12	$1,115.05	$9,619.07	$439,233.86
90	10/15/2029	$10,734.12	$1,091.04	$9,643.08	$429,499.00
91	11/15/2029	$10,734.12	$1,066.97	$9,667.15	$419,741.99
92	12/15/2029	$10,734.12	$1,042.85	$9,691.27	$409,962.78

93	1/15/2030	$10,734.12	$1,018.66	$9,715.46	$400,161.33
94	2/15/2030	$10,734.12	$994.41	$9,739.71	$390,337.58
95	3/15/2030	$10,734.12	$970.10	$9,764.02	$380,491.48
96	4/15/2030	$10,734.12	$945.73	$9,788.39	$370,622.98
97	5/15/2030	$10,734.12	$921.30	$9,812.82	$360,732.03
98	6/15/2030	$10,734.12	$896.81	$9,837.31	$350,818.58
99	7/15/2030	$10,734.12	$872.26	$9,861.86	$340,882.57
100	8/15/2030	$10,734.12	$847.64	$9,886.48	$330,923.96
101	9/15/2030	$10,734.12	$822.97	$9,911.15	$320,942.69
102	10/15/2030	$10,734.12	$798.23	$9,935.89	$310,938.71
103	11/15/2030	$10,734.12	$773.44	$9,960.68	$300,911.98
104	12/15/2030	$10,734.12	$748.57	$9,985.55	$290,862.43
105	1/15/2031	$10,734.12	$723.65	$10,010.47	$280,790.02
106	2/15/2031	$10,734.12	$698.67	$10,035.45	$270,694.70
107	3/15/2031	$10,734.12	$673.62	$10,060.50	$260,576.41
108	4/15/2031	$10,734.12	$648.51	$10,085.61	$250,435.10
109	5/15/2031	$10,734.12	$623.34	$10,110.78	$240,270.72
110	6/15/2031	$10,734.12	$598.11	$10,136.01	$230,083.22
111	7/15/2031	$10,734.12	$572.81	$10,161.31	$219,872.54
112	8/15/2031	$10,734.12	$547.45	$10,186.67	$209,638.63
113	9/15/2031	$10,734.12	$522.02	$10,212.10	$199,381.44
114	10/15/2031	$10,734.12	$496.53	$10,237.59	$189,100.91
115	11/15/2031	$10,734.12	$470.98	$10,263.14	$178,796.99
116	12/15/2031	$10,734.12	$445.37	$10,288.75	$168,469.63
117	1/15/2032	$10,734.12	$419.69	$10,314.43	$158,118.78
118	2/15/2032	$10,734.12	$393.95	$10,340.17	$147,744.38
119	3/15/2032	$10,734.12	$368.14	$10,365.98	$137,346.38
120	4/15/2032	$10,734.12	$342.27	$10,391.85	$126,924.72
121	5/15/2032	$10,734.12	$316.33	$10,417.79	$116,479.35
122	6/15/2032	$10,734.12	$290.33	$10,443.79	$106,010.22
123	7/15/2032	$10,734.12	$264.26	$10,469.86	$95,517.27
124	8/15/2032	$10,734.12	$238.13	$10,495.99	$85,000.45
125	9/15/2032	$10,734.12	$211.94	$10,522.18	$74,459.71
126	10/15/2032	$10,734.12	$185.67	$10,548.45	$63,894.99
127	11/15/2032	$10,734.12	$159.35	$10,574.77	$53,306.23
128	12/15/2032	$10,734.12	$132.95	$10,601.17	$42,693.38
129	1/15/2033	$10,734.12	$106.50	$10,627.62	$32,056.39
130	2/15/2033	$10,734.12	$79.97	$10,654.15	$21,395.20
131	3/15/2033	$10,734.12	$53.38	$10,680.74	$10,709.75
132	4/15/2033	$10,734.12	$27.16	$10,706.96	$0.00
Grand Totals		$1,416,903.84	$211,017.87	$1,205,885.97	

THIS NOTE MAY NOT BE NEGOTIATED IN THE NAME OF BEARER AND IS NOT A REGISTERED OBLIGATION

$1,205,885.97 April 15, 2022

FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION NOTE

THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION (the "*Corporation*") for value received, hereby promises to pay to the order of **GOVERNMENT CAPITAL CORPORATION**, its successor or assigns, at its offices located at 345 Miron Drive, Southlake, Texas 76092, the principal sum of ONE MILLION TWO HUNDRED FIVE THOUSAND EIGHT HUNDRED EIGHTY-FIVE AND 97/100 DOLLARS ($1,205,885.97).

All capitalized terms which are used but not defined in this Note shall have the same meanings as in the Loan Agreement dated as of even date herewith, between the Corporation and the Lender (such Loan Agreement, together with all amendments, restatements, supplements and/or other modifications thereto, being the "*Loan Agreement*").

Subject to Section 2.3 of the Loan Agreement, beginning on May 15, 2022 and on the 15th day of each month thereafter until the Maturity Date, the Corporation agrees to pay principal and accrued interest on all amounts hereof so advanced and remaining from time to time unpaid hereon in such amounts as reflected on Schedule I attached hereto. All unpaid principal and accrued interest shall be finally due and payable on or before April 15, 2033 (the "Maturity Date").

Interest shall accrue at a per annum rate of the lesser of (a) 2.995%.

Past due principal and interest shall bear interest at a rate per annum which is fifteen percent (15.0%).

All payments of interest shall be computed annually based on a 30/360.

This Note is authorized under that certain Loan Agreement and is subject to, and is executed in accordance with, all of the terms, conditions and provisions thereof. A fully executed copy of the Loan Agreement is on file in the permanent records of the Corporation and is open for inspection to any member of the general public and to any person proposing to do business with, or asserting claims against, the Corporation, at all times during regular business hours.

The principal of and interest on this Note is payable from and secured by a lien on and pledge of the Pledged Revenues received by the Corporation.

Except as otherwise provided in the Loan Agreement, the Corporation waives all demands for payment, presentations for payment, protests, notices of protests, and all other demands and notices, to the extent permitted by law.

All agreements between the Corporation and holder hereof, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand, prepayment, or otherwise, shall the interest contracted for, charged, received, paid or agreed to be paid to the holder hereof, exceed the maximum permissible by applicable law. If, from any circumstances whatsoever, interest would otherwise be payable to the holder hereof in excess of the Maximum Interest Rate, then the interest payable to the holder hereof shall be reduced to the maximum amount permitted under applicable law; and if from any circumstances the holder hereof shall ever receive anything of value deemed interest by applicable law in excess of the Maximum Interest Rate, an amount equal to any excessive interest shall be applied to the reduction of the principal hereof and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal hereof, such excess shall be refunded to the Corporation. All interest paid or agreed to be paid to the holder hereof shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full period of the subject loan until payment in full of the principal so that the interest hereon for such full period shall not exceed the maximum amount permitted by applicable law. This paragraph shall control all agreements between the Corporation and the holder hereof.

THIS NOTE AND THE LOAN AGREEMENT REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

NEITHER THE STATE OF TEXAS, THE CITY OF FAIRFIELD, TEXAS (THE "*CITY*"), NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THIS NOTE, EXCEPT TO THE EXTENT THAT THE CORPORATION IS OBLIGATED TO MAKE THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS NOTE, EXCEPT TO THE EXTENT THE CORPORATION HAS PLEDGED THE ECONOMIC DEVELOPMENT SALES AND USE TAX DESCRIBED ABOVE TO MAKE THE NOTE PAYMENTS.

The Corporation may, in its discretion, prepay all or any portion of the outstanding principal amount of this Note pursuant to <u>Section 2.6</u> of the Loan Agreement.

If a date for the payment of the principal of or interest on the Note is a Saturday, Sunday, legal holiday, or a day on which the Lender is authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institution is 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 Note shall be governed in all respects by the laws of the State of Texas and of the United States of America.

IN WITNESS WHEREOF, this Note has been duly executed effective as of the date first written above.

FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION

By: ______________________________
Jason Hullum, Chairman

ATTEST:

By: ______________________________
Mary Small, Secretary

Schedule I – Payment Schedule

PMT NO.	PMT DATE MO. DAY YR	TOTAL PAYMENT	INTEREST PAID	PRINCIPAL PAID	EARLY REDEMPTION VALUE after pmt on this line
1	5/15/2022	$10,734.12	$3,009.69	$7,724.43	N/A
2	6/15/2022	$10,734.12	$2,990.41	$7,743.71	N/A
3	7/15/2022	$10,734.12	$2,971.08	$7,763.04	N/A
4	8/15/2022	$10,734.12	$2,951.71	$7,782.41	N/A
5	9/15/2022	$10,734.12	$2,932.29	$7,801.83	N/A
6	10/15/2022	$10,734.12	$2,912.81	$7,821.31	N/A
7	11/15/2022	$10,734.12	$2,893.29	$7,840.83	N/A
8	12/15/2022	$10,734.12	$2,873.72	$7,860.40	N/A
9	1/15/2023	$10,734.12	$2,854.11	$7,880.01	N/A
10	2/15/2023	$10,734.12	$2,834.44	$7,899.68	N/A
11	3/15/2023	$10,734.12	$2,814.72	$7,919.40	N/A
12	4/15/2023	$10,734.12	$2,794.96	$7,939.16	N/A
13	5/15/2023	$10,734.12	$2,775.14	$7,958.98	N/A
14	6/15/2023	$10,734.12	$2,755.28	$7,978.84	N/A
15	7/15/2023	$10,734.12	$2,735.36	$7,998.76	N/A
16	8/15/2023	$10,734.12	$2,715.40	$8,018.72	N/A
17	9/15/2023	$10,734.12	$2,695.39	$8,038.73	N/A
18	10/15/2023	$10,734.12	$2,675.32	$8,058.80	N/A
19	11/15/2023	$10,734.12	$2,655.21	$8,078.91	N/A
20	12/15/2023	$10,734.12	$2,635.05	$8,099.07	N/A
21	1/15/2024	$10,734.12	$2,614.83	$8,119.29	N/A
22	2/15/2024	$10,734.12	$2,594.57	$8,139.55	N/A
23	3/15/2024	$10,734.12	$2,574.25	$8,159.87	N/A
24	4/15/2024	$10,734.12	$2,553.89	$8,180.23	N/A
25	5/15/2024	$10,734.12	$2,533.47	$8,200.65	N/A
26	6/15/2024	$10,734.12	$2,513.00	$8,221.12	N/A
27	7/15/2024	$10,734.12	$2,492.48	$8,241.64	N/A
28	8/15/2024	$10,734.12	$2,471.91	$8,262.21	N/A
29	9/15/2024	$10,734.12	$2,451.29	$8,282.83	N/A
30	10/15/2024	$10,734.12	$2,430.62	$8,303.50	N/A
31	11/15/2024	$10,734.12	$2,409.90	$8,324.22	N/A
32	12/15/2024	$10,734.12	$2,389.12	$8,345.00	N/A
33	1/15/2025	$10,734.12	$2,368.29	$8,365.83	N/A
34	2/15/2025	$10,734.12	$2,347.41	$8,386.71	N/A
35	3/15/2025	$10,734.12	$2,326.48	$8,407.64	N/A
36	4/15/2025	$10,734.12	$2,305.50	$8,428.62	N/A
37	5/15/2025	$10,734.12	$2,284.46	$8,449.66	N/A
38	6/15/2025	$10,734.12	$2,263.37	$8,470.75	N/A
39	7/15/2025	$10,734.12	$2,242.23	$8,491.89	N/A
40	8/15/2025	$10,734.12	$2,221.04	$8,513.08	N/A
41	9/15/2025	$10,734.12	$2,199.79	$8,534.33	N/A
42	10/15/2025	$10,734.12	$2,178.49	$8,555.63	N/A
43	11/15/2025	$10,734.12	$2,157.14	$8,576.98	N/A

44	12/15/2025	$10,734.12	$2,135.73	$8,598.39	N/A
45	1/15/2026	$10,734.12	$2,114.27	$8,619.85	N/A
46	2/15/2026	$10,734.12	$2,092.75	$8,641.37	N/A
47	3/15/2026	$10,734.12	$2,071.19	$8,662.93	N/A
48	4/15/2026	$10,734.12	$2,049.57	$8,684.55	N/A
49	5/15/2026	$10,734.12	$2,027.89	$8,706.23	N/A
50	6/15/2026	$10,734.12	$2,006.16	$8,727.96	N/A
51	7/15/2026	$10,734.12	$1,984.38	$8,749.74	N/A
52	8/15/2026	$10,734.12	$1,962.54	$8,771.58	N/A
53	9/15/2026	$10,734.12	$1,940.65	$8,793.47	N/A
54	10/15/2026	$10,734.12	$1,918.70	$8,815.42	N/A
55	11/15/2026	$10,734.12	$1,896.70	$8,837.42	N/A
56	12/15/2026	$10,734.12	$1,874.64	$8,859.48	N/A
57	1/15/2027	$10,734.12	$1,852.53	$8,881.59	N/A
58	2/15/2027	$10,734.12	$1,830.36	$8,903.76	N/A
59	3/15/2027	$10,734.12	$1,808.14	$8,925.98	N/A
60	4/15/2027	$10,734.12	$1,785.86	$8,948.26	N/A
61	5/15/2027	$10,734.12	$1,763.53	$8,970.59	N/A
62	6/15/2027	$10,734.12	$1,741.14	$8,992.98	N/A
63	7/15/2027	$10,734.12	$1,718.70	$9,015.42	N/A
64	8/15/2027	$10,734.12	$1,696.20	$9,037.92	N/A
65	9/15/2027	$10,734.12	$1,673.64	$9,060.48	$666,355.54
66	10/15/2027	$10,734.12	$1,651.02	$9,083.10	$657,137.38
67	11/15/2027	$10,734.12	$1,628.35	$9,105.77	$647,898.25
68	12/15/2027	$10,734.12	$1,605.63	$9,128.49	$638,638.10
69	1/15/2028	$10,734.12	$1,582.84	$9,151.28	$629,356.88
70	2/15/2028	$10,734.12	$1,560.00	$9,174.12	$620,054.55
71	3/15/2028	$10,734.12	$1,537.11	$9,197.01	$610,731.05
72	4/15/2028	$10,734.12	$1,514.15	$9,219.97	$601,386.34
73	5/15/2028	$10,734.12	$1,491.14	$9,242.98	$592,020.37
74	6/15/2028	$10,734.12	$1,468.07	$9,266.05	$582,633.10
75	7/15/2028	$10,734.12	$1,444.95	$9,289.17	$573,224.47
76	8/15/2028	$10,734.12	$1,421.76	$9,312.36	$563,794.44
77	9/15/2028	$10,734.12	$1,398.52	$9,335.60	$554,342.95
78	10/15/2028	$10,734.12	$1,375.22	$9,358.90	$544,869.96
79	11/15/2028	$10,734.12	$1,351.86	$9,382.26	$535,375.42
80	12/15/2028	$10,734.12	$1,328.45	$9,405.67	$525,859.28
81	1/15/2029	$10,734.12	$1,304.97	$9,429.15	$516,321.49
82	2/15/2029	$10,734.12	$1,281.44	$9,452.68	$506,762.00
83	3/15/2029	$10,734.12	$1,257.84	$9,476.28	$497,180.76
84	4/15/2029	$10,734.12	$1,234.19	$9,499.93	$487,577.73
85	5/15/2029	$10,734.12	$1,210.48	$9,523.64	$477,952.85
86	6/15/2029	$10,734.12	$1,186.71	$9,547.41	$468,306.07
87	7/15/2029	$10,734.12	$1,162.88	$9,571.24	$458,637.35
88	8/15/2029	$10,734.12	$1,139.00	$9,595.12	$448,946.63
89	9/15/2029	$10,734.12	$1,115.05	$9,619.07	$439,233.86
90	10/15/2029	$10,734.12	$1,091.04	$9,643.08	$429,499.00
91	11/15/2029	$10,734.12	$1,066.97	$9,667.15	$419,741.99
92	12/15/2029	$10,734.12	$1,042.85	$9,691.27	$409,962.78
93	1/15/2030	$10,734.12	$1,018.66	$9,715.46	$400,161.33

94	2/15/2030	$10,734.12	$994.41	$9,739.71	$390,337.58
95	3/15/2030	$10,734.12	$970.10	$9,764.02	$380,491.48
96	4/15/2030	$10,734.12	$945.73	$9,788.39	$370,622.98
97	5/15/2030	$10,734.12	$921.30	$9,812.82	$360,732.03
98	6/15/2030	$10,734.12	$896.81	$9,837.31	$350,818.58
99	7/15/2030	$10,734.12	$872.26	$9,861.86	$340,882.57
100	8/15/2030	$10,734.12	$847.64	$9,886.48	$330,923.96
101	9/15/2030	$10,734.12	$822.97	$9,911.15	$320,942.69
102	10/15/2030	$10,734.12	$798.23	$9,935.89	$310,938.71
103	11/15/2030	$10,734.12	$773.44	$9,960.68	$300,911.98
104	12/15/2030	$10,734.12	$748.57	$9,985.55	$290,862.43
105	1/15/2031	$10,734.12	$723.65	$10,010.47	$280,790.02
106	2/15/2031	$10,734.12	$698.67	$10,035.45	$270,694.70
107	3/15/2031	$10,734.12	$673.62	$10,060.50	$260,576.41
108	4/15/2031	$10,734.12	$648.51	$10,085.61	$250,435.10
109	5/15/2031	$10,734.12	$623.34	$10,110.78	$240,270.72
110	6/15/2031	$10,734.12	$598.11	$10,136.01	$230,083.22
111	7/15/2031	$10,734.12	$572.81	$10,161.31	$219,872.54
112	8/15/2031	$10,734.12	$547.45	$10,186.67	$209,638.63
113	9/15/2031	$10,734.12	$522.02	$10,212.10	$199,381.44
114	10/15/2031	$10,734.12	$496.53	$10,237.59	$189,100.91
115	11/15/2031	$10,734.12	$470.98	$10,263.14	$178,796.99
116	12/15/2031	$10,734.12	$445.37	$10,288.75	$168,469.63
117	1/15/2032	$10,734.12	$419.69	$10,314.43	$158,118.78
118	2/15/2032	$10,734.12	$393.95	$10,340.17	$147,744.38
119	3/15/2032	$10,734.12	$368.14	$10,365.98	$137,346.38
120	4/15/2032	$10,734.12	$342.27	$10,391.85	$126,924.72
121	5/15/2032	$10,734.12	$316.33	$10,417.79	$116,479.35
122	6/15/2032	$10,734.12	$290.33	$10,443.79	$106,010.22
123	7/15/2032	$10,734.12	$264.26	$10,469.86	$95,517.27
124	8/15/2032	$10,734.12	$238.13	$10,495.99	$85,000.45
125	9/15/2032	$10,734.12	$211.94	$10,522.18	$74,459.71
126	10/15/2032	$10,734.12	$185.67	$10,548.45	$63,894.99
127	11/15/2032	$10,734.12	$159.35	$10,574.77	$53,306.23
128	12/15/2032	$10,734.12	$132.95	$10,601.17	$42,693.38
129	1/15/2033	$10,734.12	$106.50	$10,627.62	$32,056.39
130	2/15/2033	$10,734.12	$79.97	$10,654.15	$21,395.20
131	3/15/2033	$10,734.12	$53.38	$10,680.74	$10,709.75
132	4/15/2033	$10,734.12	$27.16	$10,706.96	$0.00
Grand Totals		$1,416,903.84	$211,017.87	$1,205,885.97	

SALES TAX REMITTANCE AGREEMENT
NOTE

This **SALES TAX REMITTANCE AGREEMENT** (as amended, restated, supplemented and/or otherwise modified, this "*Agreement*") is made to be effective as of April 15, 2022, by and between the **CITY OF FAIRFIELD, TEXAS**, a duly incorporated and existing home rule city operating and existing under the laws of the State of Texas (the "*City*") and the **FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION**, a nonprofit development corporation organized and existing under the laws of the State of Texas, including Chapters 501, 502 and 504, Local Government Code, as amended (formally Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the "*Corporation*").

R E C I T A L S

WHEREAS, the Corporation on behalf of the City is to refinance (the "Refinancing") the Corporation's outstanding promissory note dated April 17, 2018 in the original principal amount of $1,500,000 (the "2018 Note"); and

WHEREAS, such financing contemplates the issuance of the Corporation's promissory note in the principal amount of $1,205,885.97 (the "*Note*"), and the proceeds are to be used by the Corporation to complete the Refinancing.

A G R E E M E N T

1. **Financing**: For and in consideration of the City's covenants and agreements herein contained and subject to the terms contained herein, the Corporation hereby agrees to enter into a Loan Agreement dated of even date herewith (as same may be amended, restated, supplemented and/or otherwise modified, the "*Loan Agreement*"), with Government Capital Corporation (the "*Lender*"), and to execute the Note, and the Corporation hereby agrees and covenants that all proceeds of the loan evidenced by the Note shall be used solely to accomplish the Refinancing and to pay all costs related thereto.

2. **Receipt and Transfer of Proceeds of Sales Tax**. The City agrees, in cooperation with the Corporation, to take such actions as are required to cause the "*Sales Tax*" received from the Comptroller of Public Accounts of the State of Texas for and on behalf of the Corporation to be deposited immediately upon receipt by the City to the credit of the Corporation.

3. **Modifications**. This Agreement shall not be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge this Agreement in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought and approved in writing by the Lender.

4. **Entire Agreement**. This Agreement contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter.

5. **Counterparts**. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

6. **Severability**. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

7. **Applicable Law**. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Texas.

8. **Captions**. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9. **Capitalized Terms.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date and year first above written.

FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION

Jason Hullum, Chairman

ATTEST:

Mary Small, Secretary

CITY OF FAIRFIELD, TEXAS

Kenneth Hughes, Mayor

ATTEST:

Misty Richardson, City Secretary

GENERAL CERTIFICATE OF CORPORATION
NOTE

We, the undersigned duly authorized officers of the Board of Directors of the FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION (the "*Corporation*") acting in our official capacities as such, hereby certify with respect to the Loan Agreement dated as of April 15, 2022, (as amended, restated, supplemented and/or otherwise modified, the *"Loan Agreement")* by and between Corporation and Government Capital Corporation authorizing the Corporation's Note (as defined in the Loan Agreement) (the "*Note*"), as follows:

1. That the Corporation is a nonprofit economic development corporation, validly created by the City of Fairfield, Texas (the "*City*") under Chapters 501, 502 and 504, Local Government Code, as amended (formally Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended) (the "*Act*") and existing under the Act, and the laws and the Constitution of the State of Texas and is a governmental agency thereof. All capitalized terms used herein shall have the meanings set forth for such terms in the Loan Agreement unless the context clearly indicates otherwise.

2. That as of the date of approval of the Loan Agreement by the Corporation, the following named persons constitute the members of the Board of Directors of Corporation:

NAME	TITLE
Jason Hullum	Chairman
Justin Turner	Vice-Chairman
Mary Small	Secretary/Treasurer
Warren Davis	Board Member
Don McLeod	Board Member
Bobby Nichols	Board Member
Danny Wren	Board Member

4. The Board of Directors of the Corporation duly adopted by a majority vote a resolution (the "*Resolution*") authorizing and approving the entering into the Loan Agreement, at a duly called public meeting, at which a quorum was present and acting throughout; the Resolution is in full force and effect and has not been altered, amended or repealed as of the date hereof; that said meeting was duly called and open to the public in accordance with the laws of the State of Texas. The Resolution was considered and approved by the City Council of the City by resolution on April 12, 2022.

5. The following described instruments (collectively, the "*Instruments*"), as executed and delivered or authorized by the Corporation, are in substantially the same form and text as copies of such Instruments which were before and were approved or ratified by the Board of Directors of the Corporation, and which the officers of the Corporation were authorized to execute and deliver for and on behalf of the Corporation:

(a) the Loan Agreement;

(b) the Note in the principal amount of $1,205,885.97; and

(c) the Sales Tax Remittance Agreement.

5. To the best knowledge of the undersigned, on the date hereof, the Corporation is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of the Instruments.

6. The representations and warranties of the Corporation contained in the Instruments are correct on and as of the date hereof as though made on and as of such date.

7. No litigation is pending or, to the best of Corporation's knowledge, threatened in any court to restrain or enjoin the execution and delivery of the Loan Agreement or the Note, or the levy and collection of the Economic Development Sales and Use Tax or the pledge thereof, or contesting or affecting the adoption and validity of the Resolution or the authorization, execution and delivery of the Instruments, or contesting the powers of the Board of Directors of the Corporation.

IN WITNESS WHEREOF, we have duly executed this certificate on the date first written above.

FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION

By: ______________________________
Jason Hullum, Chairman

ATTEST:

By: ______________________________
Mary Small, Secretary

CERTIFICATE FOR RESOLUTION

On April 6, 2022, we, the undersigned officers of the FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION (the "Corporation"), hereby certify as follows:

1. The Board of Directors of the Corporation convened in Special Meeting on April 6, 2022, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board of Directors, to wit:

Jason Hullum	Chairman
Justin Turner	Vice-Chairman
Mary Small	Secretary/Treasurer
Warren Davis	Board Member
Don McLeod	Board Member
Bobby Nichols	Board Member
Danny Wren	Board Member

and all of said persons were present, except the following absentees: ________________, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING A LOAN TO REFINANCE CERTAIN OUTSTANDING OBLIGATIONS OF THE CORPORATION AND OTHER MATTERS INCIDENT AND RELATED THERETO.

was duly introduced for the consideration of said Board of Directors and read in full. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Board of Directors shown present above voted "*Aye*" except as shown below.

NOES: ________________

ABSTAIN: ________________

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Board of Directors' minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board of Directors' minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board of Directors as indicated therein; that each of the

officers and members of said Board of Directors was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Chairman of the Board of Directors of the Corporation has approved and hereby approves the aforesaid Resolution; that the Chairman and the Secretary of said Corporation have duly signed said Resolution; and that the Chairman and the Corporation Secretary of said Corporation hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

Signed on the date first written above.

By: ______________________________
Jason Hullum, Chairman

ATTEST:

By: ______________________________
Mary Small, Secretary

RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING A LOAN TO REFINANCE CERTAIN OUTSTANDING OBLIGATIONS OF THE CORPORATION AND OTHER MATTERS INCIDENT AND RELATED THERETO

WHEREAS, the Fairfield Economic Development Corporation has outstanding that certain promissory note dated April 17, 2018 in the original principal amount of $1,500,000 (the "2018 Note").

WHEREAS, the 2018 Note was issued to finance the costs to complete infrastructure and road improvements serving the City of Fairfield, Texas (the "City") Industrial Park to promote new and expanded business enterprises in the City (the 2018 Project")

WHEREAS, the Board of Directors (the "Board") of the Corporation desires to refinance the 2018 Note to achieve debt service by issuing loan in accordance with a Loan Agreement between the Corporation and Government Capital Corporation (the "Lender") dated April 15, 2022 (the "Loan Agreement") and evidenced by the promissory note of the Corporation (the "Note") dated as of April 15, 2022, in the original principal amount of $1,205,885.97 (collectively the "Loan").

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:

Section 1. The findings set forth above in the Recitals are confirmed to be the findings of the Board for the purposes of this Resolution.

Section 2. The Board finds that the terms of the Loan are the best interests of the Corporation and refinancing the 2018 Note will result in debt service savings to the Corporation.

Section 2. The Board approves the Loan and agrees to enter into the Loan Agreement, issue the Note and to enter into a sales tax remittance agreement with the City (the "*Sales Tax Remittance Agreement*") to achieve the refinancing of the 2018 Note in an aggregate principal amount not to exceed $1,205,885.97 at an interest rate agreed upon by the Lender and the Corporation on the date of execution.

Section 4. That any one or more of the Authorized Officers, and each of them hereby is, authorized to execute, acknowledge and deliver in the name and on behalf of Corporation the Loan Agreement, including all attachments and exhibits thereto, the Note and the Sales Tax Remittance Agreement. The Loan Agreement, Note and Sales Tax Remittance Agreement shall be consistent with the terms set forth in this Resolution with such changes as the Authorized Officers shall determine to be advisable. Further, said Authorized Officers are authorized to execute, acknowledge and deliver in the name and on behalf of the Corporation any other agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into such Loan Agreement, and Sales Tax

Remittance Agreement; the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

Section 5. That for the purpose of this resolution, the following persons, or the persons holding the following positions, are "*Authorized Officers*" duly authorized to enter into the transaction contemplated by this resolution in the name and on behalf of Corporation:

Name	Title
Jason Hullum	Chairman
Mary Small	Secretary

Section 6. That there is hereby authorized the execution and delivery by the Authorized Officers or any one of them in the name of and on behalf of Corporation the Loan Agreement, including all attachments and exhibits thereto, the Note and the Sales Tax Remittance Agreement in substantially the form presented to this meeting with such changes as the signing officer shall determine advisable, and the execution thereof shall be conclusive as to such determination.

Section 7. That this Resolution shall take effect immediately.

PASSED AND ADOPTED this 6th day of April, 2022.

FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION

By: ______________________________
Jason Hullum, Chairman

ATTEST:

By: ______________________________
Mary Small, Secretary

<u>GENERAL CERTIFICATE OF CITY</u>
NOTE

We, the undersigned duly authorized officers of the CITY OF FAIRFIELD (*"<u>City</u>"*) acting in our official capacities as such, hereby certify with respect to the Loan Agreement dated as of April 15, 2022, (as same may be amended, restated, supplemented and/or otherwise modified, the *"<u>Loan Agreement</u>"*) by and between the FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION (*"<u>Corporation</u>"*) and GOVERNMENT CAPITAL CORPORATION (*"<u>Lender</u>"*) authorizing a loan in the aggregate principal amount of $1,205,885.97, as follows:

1. All capitalized terms used herein shall have the meaning set forth for such term in the Loan Agreement unless the context clearly indicates otherwise.

2. The City is a duly incorporated home rule city, operating and existing under the Constitution and the laws of the State of Texas.

3. The City has duly authorized the creation of the Corporation under the Act.

4. The project that was financed with the proceeds of the 2018 Note, the obligation to be refinanced with the proceeds of the Note, was approved by the City in accordance with Chapter 504, Texas Local Government Code.

5. No Litigation is pending or, to the best of their knowledge, threatened against the City with respect to the issuance by the Corporation of the Note, the Loan Agreement or the Sales Tax Remittance Agreement, the creation of the Corporation or the title or authority of the governing body or director of the Corporation.

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IN WITNESS WHEREOF, we have duly executed this certificate on the date first written above.

CITY OF FAIRFIELD, TEXAS

By: ______________________________
Kenneth Hughes, Mayor

ATTEST:

By: ______________________________
Misty Richardson, City Secretary

CERTIFICATE OF CITY SECRETARY

THE STATE OF TEXAS §
COUNTY OF FREESTONE §
CITY OF FAIRFIELD §

I, the undersigned, City Secretary of the City of Fairfield, Texas DO HEREBY CERTIFY as follows:

1. On April 12, 2022, a special meeting of the City Council of the City of Fairfield, Texas, was held at a meeting place within the City; the duly constituted members of the Council being as follows:

Kenneth Hughes	Mayor
Jeffery Price	Council Member Place 1
Arland Thill	Council Member Place 2
Bobby Nichols	Council Member Place 3
Stephen Daniel	Council Member Place 4
Angela Oglesbee	Council Member Place 5

and all of said persons were present at said meeting, except the following: ______________. Among other business considered at said meeting, the attached resolution entitled:

CONSIDER AND ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS (THE "CITY") APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION ("CORPORATION") REGARDING A LOAN TO REFINANCE CERTAIN OUTSTANDING OBLIGATIONS OF THE CORPORATION; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT.

was introduced and submitted to the City Council for passage and adoption. After presentation and due consideration of the resolution, and upon a motion made and seconded, the resolution was duly passed and adopted by the Council to be effective immediately by the following vote:

AYES: All members of the City Council shown present above voted "*Aye*", except as noted below,

NOES: __________________________

ABSTAIN: __________________________

all as shown in the official Minutes of the City Council for the meeting held on the aforesaid date.

2. The attached resolution is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the City Council on the date of the aforesaid meeting are those persons shown above and, according to the records of my office,

advance notice of the time, place and purpose of said meeting was given to each member of the Council; and that said meeting, and deliberation of the aforesaid public business, was open to the public and written notice of said meeting, including the subject of the above-entitled resolution, was posted and given in advance thereof in compliance with the provisions of V.T.C.A., Chapter 551, Government Code, as amended.

IN WITNESS WHEREOF, I have hereunto signed my name officially on the date first written above.

Misty Richardson, City Secretary

RESOLUTION NO. ______________

CONSIDER AND ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS (THE "CITY") APPROVING (I) THE RESOLUTION OF THE BOARD OF DIRECTORS OF THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION ("CORPORATION") REGARDING A LOAN TO REFINANCE CERTAIN OUTSTANDING OBLIGATIONS OF THE CORPORATION; (II) A SALES TAX REMITTANCE AGREEMENT BETWEEN THE CITY AND THE CORPORATION; (III) RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE LOAN; AND (IV) THE AUTHORITY OF THE MAYOR TO EXECUTE, ON BEHALF OF THE CITY, A GENERAL CERTIFICATE OF THE CITY AND THE SALES TAX REMITTANCE AGREEMENT

WHEREAS, THE CITY OF FAIRFIELD, TEXAS, a Texas Type A General Law Municipality, (the "*City*") has created the Fairfield Economic Development Corporation (the "Corporation") pursuant to Chapter 504, Local Government Code, as amended (formerly Section 4A of the Development Corporation Act of 1979, Article 5190.6, Texas Revised Civil Statutes Annotated, as amended), (the "*Act*");

WHEREAS, pursuant to the Act, the Corporation is empowered to borrow money for the purpose of financing the cost of any *"project"* defined as such by the Act.

WHEREAS, the Corporation has outstanding that certain promissory note dated April 17, 2018 in the original principal amount of $1,500,000 (the "2018 Note") the proceeds of which were used to finance a project; and

WHEREAS, the Board of Directors (the "*Board*") of the Corporation has found and determined that the Corporation will realize debt service savings by refinancing the 2018 Note by through a loan pursuant to that certain Loan Agreement (as amended, restated, supplemented and/or otherwise modified, the "*Loan Agreement*") in the original principal amount not to exceed $1,205,885.97 (the *"Loan"*) between the Corporation and Government Capital Corporation (the "*Lender*") with such loan evidenced by one or more promissory notes in the aggregate principal amount not to exceed $1,205,885.97 payable to the Lender (the "*Note*").

WHEREAS, the Corporation proposes to enter into a Sales Tax Remittance Agreement, dated as of the date of the Loan Agreement, (as amended, restated, supplemented and/or otherwise modified, the "*Sales Tax Remittance Agreement*") with the City pursuant to which, among other things, the Corporation will pledge its sales tax revenues to the Lender to secure repayment of the Loan.

WHEREAS, the Board adopted a resolution authorizing refinancing the 2018 Note, the Loan and the Sales Tax Remittance Agreement at a meeting of the Board held on April 6, 2022 (the "*EDC Resolution*").

WHEREAS, the Act requires the City Council of the City to approve the the Loan.

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

Section 1. The recitals set forth above are true and correct.

Section 2. The EDC Resolution authorizing the Loan adopted by the Corporation (the "*Corporation Resolution*") on April 6, 2022, and submitted to the City Council this day, is hereby approved in all respects. The proceeds from the Loan will be to refinancing the 2018 Note.

Section 3. The approvals herein given are in accordance with the Act, and the Note shall never be construed an indebtedness or pledge of the City, or the State of Texas (the "*State*"), within the meaning of any constitutional or statutory provision, and the owner of the Note shall never be paid in whole or in part out of any funds raised or to be raised by taxation (other than sales tax proceeds as authorized pursuant to Chapter 504 of the Act) or any other revenues of the Corporation, the City, or the State, except those revenues assigned and pledged by the Loan Agreement and the Sales Tax Remittance Agreement.

Section 4. The City hereby agrees to promptly collect and remit to the Corporation the Economic Development Sales and Use Tax (defined in the Loan Agreement) to provide for the prompt payment of the Note, and to assist and cooperate with the Corporation in the enforcement and collection of sales and use taxes imposed on behalf of the Corporation.

Section 5. The Sales Tax Remittance Agreement with respect to the obligations of the City and Corporation during the time the Note is outstanding, is hereby approved. Furthermore, the Mayor and the City Secretary and the other officers of the City are hereby authorized, jointly and severally, to execute and deliver such endorsements, instruments, certificates, documents, or papers necessary and advisable to carry out the intent and purposes of this Resolution, including without limitation the Sales Tax Remittance Agreement.

Section 6. It is officially found, determined, and declared that the meetings at which the EDC Resolutions were read and this Resolution was adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by V.T.C.A. Government Code, Chapter 551, as amended.

Section 7. This Resolution shall be in force and effect from and after its passage on the date shown below.

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PASSED AND ADOPTED, this April 12, 2022.

CITY OF FAIRFIELD, TEXAS

____
Kenneth Hughes, Mayor

ATTEST:

____
Misty Richardson, City Secretary

NO ARBITRAGE AND TAX CERTIFICATE

This Certificate is given for the benefit of all persons interested in the Fairfield Economic Development Corporation Note (the "Issue" or the "Note"). There are sections herein dealing with:

1. The Issue
2. Proceeds of the Issue and How They Are Used
3. Issue Not "Private Activity Bonds"
4. General Restrictions on Tax-exempt Bonds
5. Issue Not Arbitrage Bonds
6. Rebate
7. Miscellaneous

The Issue is being issued by the Fairfield Economic Development Corporation, the "Issuer." The Issuer is a Texas Economic Development Corporation, corporation created under Chapter 504 of the *Texas Local Government Code* (formerly Article 5190.6, Section 4A, Texas Rev. Civ. Stat.).

The Issuer is a duly constituted authority acting on behalf of the City of Fairfield, Texas, for purposes of federal tax law related to the issuance of tax exempt bonds pursuant to Revenue Ruling 57-187. Reference is made to the following chart which shows the requirements of Revenue Ruling 57-187, and those provisions of the *Texas Local Government Code* regarding the Issuer which meet such requirements:

57-187 requires:

Governmental body approving incorporation	504.003
Specific law, not just nonprofit act	Chpt. 504
Board elected by governmental body	504.051(b)
General "project" powers	501.151
City not liable on debt	501.207
Both the board and its bonds are exempt from state tax	501.075
Nonprofit	501.053(a)
No earnings inure to any private person	501.053
Property to city on dissolution	504.353

The Issuer hereby certifies that the following are its reasonable expectations as of the Issue date of the Issue regarding the amount and use of the gross proceeds of the issue. The section on "Rebate" is not based on reasonable expectations but on the actual facts that occur with regard to the Issue, and is included solely to help the Issuer determine its rebate liability, if any.

1. What is the Issue?

(a) The Issue is not to be aggregated with any other issue. There is no other issue of obligations being sold at substantially the same time, pursuant to the same plan of financing, and reasonably expected to be payable from substantially the same source of funds. [Reg. 1.150-1(c)]

(b) No other issue of obligations will be, or has been, sold by the Issuer within fifteen (15) days of the date of sale of the Issue. [Reg. 1.150-1(c)(i)]

2. Proceeds of the Issue and How They Are Used.

(a) The following are the proceeds of the issue:[1]

(1)	Sale Proceeds [Reg. 1.148-1(b)]	$1,205,885.97
(2)	Investment Proceeds [Reg. 1.148-1(b)]	$0
(3)	Transferred Proceeds [Reg. 1.148-1(b)]	$0
(4)	Replacement Proceeds [Reg. 1.148-1(c)]	$0

"Replacement proceeds" are included in determining "gross proceeds."

(b) The proceeds are to be used as follows:

(1) $0 is to be used to pay costs of issuance.

(2) $0 of the proceeds are to be deposited into a bona fide debt service fund. Payments of the Issue shall be used to achieve a proper matching of such payment with principal and interest payments due on the Issue during each year, to be depleted at least once each bond year except for a reasonable carryover amount not to exceed the greater of (i) the earnings on such fund for the immediately preceding bond year or (ii) 1/12th of the principal and interest payments on the issue for the immediately preceding bond year. [Reg. 1.148-1(b)]

(3) $0 is to be placed in a reserve fund, reasonably expected to be used directly or indirectly to pay principal or interest on the issue. [Reg. 1.148-1(c)(2)] [There is no reserve fund.]

(4) $1,205,885.97 is to be used on the date of issue to refund the Issuer's outstanding promissory note dated April 17, 2018 (the "Refunded Obligation").

[1]As further defined in Section 5(d) hereof.

The amounts received from the sale of the Issue or from the investment thereof do not exceed the anticipated costs of refunding the Refunded Obligation, and the costs of issuing the Issue.

3. Issue Not a Private Activity Bond. The project financed with the proceeds of the Refunded Obligation (the "2018 Project") is owned and operated by the City. The sole users of the 2018 Project is the City. There is no management contract for the 2018 Project and the City manages the 2018 Project. No person has any obligation whatsoever in regard to repayment of the Issue other than the Issuer. In particular:

(a) No more than ten percent (10%) of the proceeds of the Issue are to be used for private business use, being a trade or business carried on by any person other than a governmental unit. [Section 141(b)(1) and 141(b)(6)] For purpose of this section, any activity carried on by any person other than a natural person shall be treated as a trade or business. [Section 141(b)(6)(B)]

(b) The 2018 Project is not being leased to anyone, or being occupied by anyone other than the Issuer and the City.

(c) There is no management contract for the 2020 Project. [Cf. Rev. Proc. 97-13; Reg. 1.141-3(b)(4)]

(d) The payment of the principal of, or the interest on, more than ten percent (10%) of the proceeds of the Issue is not directly or indirectly secured by any interest in property used or to be used for any private business use, payments in respect of such property, or to be derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a private business use. The payment of principal and interest shall be paid solely from the sales tax revenues of the Issuer. [Section 141(b)(2)]

4. General Requirements Applicable to All Tax Exempt Obligations.

(a) The Issue is not required to be in registered form, being a note, which may only be sold to financial institutions and not sold or offered for sale to members of the general public. [Section 149(a)]

(b) The Issue is not federally guaranteed. In particular, (i) payment of the principal or interest with respect to such Issue is not guaranteed, either directly or indirectly, in whole or in part by the United States or any agency or instrumentality thereof; (ii) five percent (5%) or more of the proceeds of the Issue are not to be used in making loans the payment of principal or interest with respect to which are to be guaranteed in whole or in part by the United States or any agency or instrumentality thereof; and (iii) five percent (5%) or more of the proceeds of the Issue are not to be invested, directly or indirectly, in federally insured accounts. [Section 149(b)]

(c) The Issuer agrees to file the information reporting requirements (Form 8038-G) required by Section 149(e) no later than the 15th day of the second calendar month after the close of the calendar quarter in which the Issue are issued.

(d) The Issue is not "pooled financing bonds." Not more than $1,205,885.97 of the proceeds of the Issue are reasonably expected at the time of issuance to be used (or are intentionally used) directly or indirectly to make or finance loans to two or more ultimate borrowers. [Section 149(f)]

(e) The Issue is not a hedge bond. The Issuer reasonably expects that eighty-five percent (85%) of the spendable proceeds of the Issue will be used to carry out the governmental purposes of the Issue within the three (3) year period beginning on the date the Issue is issued, and not more than fifty percent (50%) of the proceeds of the issue are invested in non-purpose investments having a substantially guaranteed yield for four (4) years or more. [Section 149(g)]

5. Issue Not Arbitrage Bonds.

(a) Issue Price.

The "Issue price" of the Issue, being the price paid for the Issue in a privately placed sale is $1,205,885.97 [Section 148(h); Reg. 1.148-1(b)], see Issue Price Certificate of Purchaser attached hereto as Exhibit A.

(b) Yield. The "yield" on the Issue, being the discount rate that, when used in computing the present value as of the issue date of all unconditionally payable payments of principal, interest and fees for qualified guarantees on the Issue, and amounts reasonably expected to be paid as fees for qualified guarantees on the Issue, produces an amount equal to the present value, using the same discount rate, of the aggregate issue price of the Bonds, of the issue as of the issue date is 2.995% per annum. [Reg. 1.148-4(a) and (b)]

(c) What Is "Materially Higher" Yield? The amount by which yield on the acquired obligations (i.e., those in which the gross proceeds of the Issue are invested) may exceed the yield on the Issue is 1/8th of one percent (1%). [Reg. 1.148-2(d)(2)(i)]. For replacement proceeds, "Materially higher" means 1/1000 of one percent (1%). [Reg. 1.148-2(d)(2)(ii)]

(d) What Are the "Gross Proceeds" Subject to Arbitrage Restriction? [Reg. 1.148-2(a)]

(1) Sale Proceeds of the Issue, being all amounts actually or constructively received from the sale of the Issue, including amounts used to pay costs of issuance and accrued interest are $1,205,885.97 [Reg. 1.148-1(b)]

(2) Transferred Proceeds. There are no transferred proceeds. All proceeds of the Refunded Obligation have been expended. [Reg. 1.148-9]

(3) Investment Proceeds, being all amounts actually or constructively received from investing proceeds of an Issue, are estimated to be $0. The proceeds will used at closing to refund the Refunded Obligation. [Reg. 1.148-1(b)]

(4) Replacement Proceeds, being amounts that have a sufficient direct nexus to the issue or the governmental purpose of the Issue to conclude that such amounts would have been used for the governmental purpose of the Issue if the Issue were not used or to be used for such purpose, are $0. [Reg. 1.148-1(c)] Such amounts include all

sinking funds, pledge funds or other such funds held by or derived from a "substantial beneficiary of the issue," to the extent reasonably expected to be used, [Id.] for example:

(i) debt service funds (payments are only made on the Note when due)

(ii) redemption funds (none)

(iii) reserve funds (none)

(iv) funds which are pledged directly or indirectly to pay principal or interest on the issue. (none)

Mere availability or preliminary earmarking of amounts to fund the Project do not, in themselves, establish sufficient nexus to cause those amounts to be replacement proceeds.

There are no negative pledges related to the Issue. No amounts are pledged to pay principal or interest on the Issue and held under an agreement to maintain the amount at a particular level for the direct or indirect benefit of the holders of the Issue. [Reg. 1.148-1(c)(3)(ii)]

The Issue is not outstanding too long, thereby giving rise to "other replacement proceeds" under Reg. 1.148-1(c)(4). The weighted average maturity of the Issue does not exceed 120% of the average reasonably expected economic life of the Project.

(e) The Issuer hereby represents that none of the gross proceeds of the Issue are reasonably expected to be invested in materially higher yield "investment type property" other than as part of a reasonably required reserve or replacement fund or for a "Temporary Period" as defined below.

(1) Reserve Fund. [See Reg. 1.148-2(f)] There is no reserve fund for the Issue.

(2) Bona Fide Debt Service Fund. Payments on the Note will only be made when due.

(3) Proceeds of the Note will be used at closing to finance Project.

(f) No Overissuance or Other Abusive Device. The Issuer certifies it has taken no action to enable it to exploit the difference between taxable and tax-exempt interest rates to obtain a material financial advantage, or to overburden the tax-exempt bond market. [Reg. 1.148-10(a)(2)] In particular, the Issuer has not issued a larger Issue, issued the Issue earlier, or allowed the Issue to stay outstanding longer than is otherwise reasonably necessary to accomplish the governmental purposes of the Issue, based on all the facts and circumstances. [Reg. 1.148-10(a)(4)] The proceeds of the Bonds are not reasonably expected to exceed by more than a "minor portion" (the lesser of 5% of the sale proceeds or $100,000) the amount necessary to accomplish the governmental purposes of the Issue. [Id.; Reg. 1.148-2(g)]

6. Rebate. To the extent required by applicable law, the Issuer agrees to rebate to the United States of America the excess of amounts earned on all non-purpose investments over the amounts that would have been earned if those investments had a yield equal to the yield on the Issue, plus any income attributable to such excess. [Section 148(f), Reg. 1.148-3(a) and (b)]

7. Miscellaneous.

(a) The Issuer is executing and delivering this Certificate pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986 as amended to the date hereof, and Treasury Regulations Sections 1.103-13, 1.103-14, 1.103-15, 1.148-0 through 1.148-11, 1.149(d)-1, and 1.150-1 (the "Regs"). The Issuer hereby elects to apply the Regs to the Issue.

(b) This Certificate is based on the facts and estimates described herein in existence on this date, which is the date of delivery of the Issue against the payment by the initial purchasers thereof. On the basis of such facts and estimates, I expect that the future events described herein will occur. To the best of my knowledge and belief, the expectations set forth herein are reasonable.

(c) No receipts from the sale of the Issue or amounts received from the investment thereof will be used to pay the principal of or interest on any presently outstanding obligations of the Issuer other than the Issue.

(d) Approximately $0 of the proceeds of the Note will be used to reimburse the Issuer for Project expenditures made by it from its own funds prior to the date hereof. With respect to such reimbursement, if any, the Issue adopted an official intent for the original expenditures (except possibly for "preliminary expenditures" as defined in section 1.150-2(f)(2) of the Regulations) not later than 60 days after payment of the original expenditures, and a copy of the Issuers official intent is attached to this No Arbitrage and Tax Certificate. Except for expenditures meeting the preliminary expenditures exception set forth in section 1.150-2(f)(2) of the Regulations, the Note is being issued and the reimbursement allocation is hereby being made not later than 18 months after the later of (i) the date the original expenditures were paid, or (ii) the date the Project is placed in service or abandoned. The original expenditures were capital expenditures, and in connection with this allocation, the Issuer has not employed any abusive arbitrage device under section 1.148-10 of the Regulations to avoid the arbitrage restrictions or to avoid restrictions under section 142 through 147 of the Code.

FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION
(THE "ISSUER")

By: ______________________________
Jason Hullum, Chairman

DATE: ______________ ______, 2022

EXHIBIT A
ISSUE PRICE CERTIFICATE

$1,205,885.97
FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION
NOTE

CERTIFICATE OF GOVERNMENT CAPITAL CORPORATION

The undersigned, on behalf of Government Capital Corporation (the "Purchaser"), hereby certifies as set forth below with respect to the purchase of the above-captioned obligations (the "Note").

1. ***Purchase of the Note***. On the date of this certificate, the Purchaser is purchasing the Note for the amount of $1,205,885.97. The Purchaser is not acting as an Underwriter with respect to the Note. The Purchaser has no present intention to sell, reoffer, or otherwise dispose of the Note (or any portion of the Note or any interest in the Note). The Purchaser has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Note and the Purchaser has not agreed with the Issuer pursuant to a written agreement to sell the Note to persons other than the Purchaser or a related party to the Purchaser.

2. ***Defined Terms***.

(a) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(b) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Note to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Note to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Note to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the No Arbitrage and Tax Certificate and with respect to compliance with the federal income tax rules affecting the Note, and by Naman Howell Smith & Lee, bond counsel, in connection with rendering its opinion that the interest on the Note is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038 G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Note.

GOVERNMENT CAPITAL CORPORATION, as Purchaser

By:________________________________
Name:______________________________
Dated: _________ ___, 2022

Form **8038-G** (Rev. September 2018) Department of the Treasury Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ Go to *www.irs.gov/F8038G* for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ▶ ☐

1 Issuer's name: Fairfield Economic Development Corporation	2 Issuer's employer identification number (EIN): 52-1442387
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions):	3b Telephone number of other person shown on 3a:
4 Number and street (or P.O. box if mail is not delivered to street address): 101 S. Mount Street; Room/suite:	5 Report number (For IRS Use Only): 3
6 City, town, or post office, state, and ZIP code: Fairfield, Texas 75840-1531	7 Date of issue: April 15, 2022
8 Name of issue: 2022 Sales Tax Note	9 CUSIP number:
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions): David Fowler, President	10b Telephone number of officer or other employee shown on 10a: 903-389-7059

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11		
12	Health and hospital	12		
13	Transportation	13		
14	Public safety	14		
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17	1,205,885	97
18	Other. Describe ▶	18		
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐			
b	If bonds are BANs, check only box 19b ▶ ☐			
20	If bonds are in the form of a lease or installment sale, check box ▶ ☐			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	04/15/33	$ 1,205,885.97	$ 1,205,885.97	5.8427 years	2.995 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest				22	0 00
23	Issue price of entire issue (enter amount from line 21, column (b))				23	1,205,885 97
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	11,939	47		
25	Proceeds used for credit enhancement	25	0	00		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	0	00		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	1,193,946	50		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	0	00		
29	Total (add lines 24 through 28)				29	1,205,885 97
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30	0 00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	7.888543 years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	04.15.2022
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	04.17.2018

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY)		
c	Enter the name of the GIC provider ▶		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool bond ▶ (MM/DD/YYYY)

c Enter the EIN of the issuer of the master pool bond ▶

d Enter the name of the issuer of the master pool bond ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☑

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☑

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative	Date	Jason Hullum, Board Chairman Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ______

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ______

Exemption from FATCA reporting code (if any) ______

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

City Council
City of Fairfield, Texas
Agenda Action Form

AGENDA DATE:	April 12, 2022	**AGENDA ITEM**	Contract Amendment with Waste Connections
AGENDA SUBJECT:	DISCUSSION AND POSSIBLE ACTION ON A CONTRACT AMENDMENT WITH WASTE CONNECTIONS		
PREPARED BY:	Nate Smith	**Date Submitted:**	April 8, 2022
EXHIBITS:	Third Amendment to contract; Overview sheet		
BUDGETARY IMPACT			
None			
CITYADMINISTRATOR APPROVAL:			

SUMMARY:

In March, Waste Connections asked for a rise in pickup rates for residential, except seniors, and commercial customers. This amendment codifies those changes.

Based on my analysis of the request, most prices will rise below the 3.97 percent requested increase. On the analysis, Page 1 is the current rates; Page 2 is the proposed rates; and Page 3 is the difference of the current and proposed rates.

RECOMMENDED ACTION:

Recommend approval

Waste Connections Current- Residential

		Tax
Residential	$ 10.99	$ 0.91
Extra Cart	$ 3.00	$ 0.25
Senior	$ 5.97	$ 0.49

Waste Connections Current - Commercial

Commercial	$ 17.50
Extra Cart	$ 10.00

Waste Connections Current - Commercial Dumpster

Size	1 Collection	2 Collections	3 Collections	4 Collections	5 Collections
2 Cubic Yards	$ 65.27	$ 113.21	$ 191.81	$ 235.52	$ 270.69
3 Cubic Yards	$ 75.92	$ 135.86	$ 238.42	$ 292.76	$ 336.67
4 Cubic Yards	$ 93.24	$ 157.16	$ 245.07	$ 300.93	$ 346.07
6 Cubic Yards	$ 127.86	$ 197.14	$ 263.73	$ 324.47	$ 373.13
8 Cubic Yards	$ 151.26	$ 245.07	$ 350.31	$ 447.45	$ 505.49

*per week

Waste Connections Current - Roll Off

Delivery	$ 147.50	
Rental	$ -	per Month
Haul Fees	20-yard	$ 450.00
	30-yard	$ 525.00
	40-yard	$ 585.00

Waste Connections Proposal - Residential		Tax
Residential	$ 11.43	$ 0.94
Extra Cart	$ 3.12	$ 0.26
Senior	$ 5.97	$ 0.49

Waste Connections Proposal - Commercial	
Commercial	$ 18.19
Extra Cart	$ 10.40

Waste Connections Proposal - Commercial Dumpster

Size	1 Collection	2 Collections	3 Collections	4 Collections	5 Collections
2 Cubic Yards	$ 67.86	$ 117.70	$ 199.42	$ 244.87	$ 281.44
3 Cubic Yards	$ 78.93	$ 141.25	$ 247.89	$ 304.38	$ 350.04
4 Cubic Yards	$ 96.94	$ 163.40	$ 254.80	$ 312.88	$ 359.81
6 Cubic Yards	$ 132.94	$ 204.97	$ 274.20	$ 337.35	$ 387.94
8 Cubic Yards	$ 157.27	$ 254.80	$ 364.22	$ 465.21	$ 525.56

*per week

Waste Connections Proposal - Roll Off

Delivery	$ 153.36	
Rental	$ -	per Month
Haul Fees	20-yard	$ 467.87
	30-yard	$ 545.84
	40-yard	$ 608.22

	Difference From Current		Percentage
Residential	$	0.44	3.85%
Extra Cart	$	0.12	3.85%
Senior	$	-	0%

	Difference From Current		
Commercial	$	0.69	3.79%
Extra Cart	$	0.40	3.85%

Difference from Current

Size	1 Collection	2 Collections	3 Collections	4 Collections	5 Collections	*per week
2 Cubic Yards	$ 2.59	$ 4.49	$ 7.61	$ 9.35	$ 10.75	
3 Cubic Yards	$ 3.01	$ 5.39	$ 9.47	$ 11.62	$ 13.37	
4 Cubic Yards	$ 3.70	$ 6.24	$ 9.73	$ 11.95	$ 13.74	
6 Cubic Yards	$ 5.08	$ 7.83	$ 10.47	$ 12.88	$ 14.81	
8 Cubic Yards	$ 6.01	$ 9.73	$ 13.91	$ 17.76	$ 20.07	

1 Collection	2 Collections	3 Collections	4 Collections	5 Collections
3.82%	3.81%	3.82%	3.82%	3.82%
3.81%	3.82%	3.82%	3.82%	3.82%
3.82%	3.82%	3.82%	3.82%	3.82%
3.82%	3.82%	3.82%	3.82%	3.82%
3.82%	3.82%	3.82%	3.82%	3.82%

	Difference From Current			
Delivery	$	5.86		3.82%
Rental	$	-	per Month	0.00%
Haul Fees	20-yard	$	17.87	3.82%
	30-yard	$	20.84	3.82%
	40-yard	$	23.22	3.82%

WASTE CONNECTIONS
Connect with the Future

March 1, 2022

City of Fairfield
222 South Mount Street
Fairfield, TX 75840

Re: City of Fairfield Price Increase

In accordance with the terms of the Solid Waste Collection and Disposal Services Agreement between the City of Fairfield and Waste Connections we convey this rate adjustment to become effective April 1, 2022.

Waste Connections is looking to obtain council approval for a CPI rate adjustment based upon the CPI-U of the Trash and Garbage Industry according to the Bureau of Labor Statistics, resulting in an increase of 3.97% for services rendered by Waste Connections. This increase considers the increased costs of fuel, labor, and material; necessary for Waste Connections to maintain our high level of service and employees. The overall cost across all industries has increased 7.48% according to the Bureau of Labor Statistics. We are looking to obtain the lower of the two and are willing to omit the price increase from all senior citizens with residential trash service within the city limits of Fairfield.

Base rate is currently at $10.99 per residence per month
New Rate per residence will be $11.43 per residence per month
Commercial and Roll-off customers will be increased 3.97% as well.

We appreciate the city of Fairfield and continue to look forward to serving the city.

Respectfully,

Chris Bankhead
Site Manager
Waste Connections

City Of Fairfield

RATE SHEET EFF 04/01/2022

Residenital Service

015080945-001 RESI

015080946-001 COMM CARTS COMM - BILLS DIRECTLY

RO - BILLS DIRECTLY

Residential Rate	Home/Per Month	$11.43
Sr Residential Rate	Home/Per Month	$5.97
Extra Toter	Home/Per Month	$3.12

Commercial Service

Commerical Poly Cart	Per Month		$18.19
Commercial Extra Toter	Per Month		$10.40

Hand Collect

	1 x week	2 x week	3 x week	4 x week	5 x week	extra
2 Yard	$67.86	$117.70	$199.42	$244.87	$281.44	$42.93
3 Yard	$78.93	$141.25	$247.89	$304.38	$350.04	$47.08
4 Yard	$96.94	$163.40	$254.80	$312.88	$359.81	$49.85
6 Yard	$132.94	$204.97	$274.20	$337.35	$387.94	$56.78
8 Yard	$157.27	$254.80	$364.22	$465.21	$525.56	$63.69

These two customer share a 4yd, 1 x per week - so the cost must be split

5176-015081123 ACCESSORIES ETC

5176-015081127 EDWARD D JONES & CO

Roll Off Service

Delivery Fee	$153.36
Rental Fee - Month	No Charge
Rental Fee - Daily	No Charge
Haul Fee - 20 yard	$467.87
Haul Fee - 30 yard	$545.84
Haul Fee - 40 yard	$608.22

Two - 30yd Roll Off will be provided at no cost for use during City's semi-annual clean-up events

Compactor Service

To be negotiated between Service Provider and Customer

To be negotiated between Service Provider and Customer

Compactor Delivery Fee	
Compactor Rental Fee	
Haul Fee - Compactor	$665.41

THIRD AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT

This Third Amendment to Exclusive Agreement for Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Fairfield, Texas (the "Third Amendment") is entered into this 1st day of April, 2022, by and between Waste Connections Lone Star, Inc., formerly known as Progressive Waste Solutions of TX, Inc. (the "Service Provider") and the City of Fairfield, Texas (the "City").

RECITALS:

WHEREAS, the City and the Service Provider entered into that Exclusive Agreement for Collection and Disposal of Solid Waste dated as of April 1, 2013, amended by that certain First Amendment to Exclusive Franchise Agreement dated March __, 2019, and that certain Second Amendment to Exclusive Franchise Agreement dated March ___, 2021 (collectively, the "Agreement") to provide collection, hauling, and disposal services for Municipal Solid Waste within the City's corporate limits (as such terms are defined in the Agreement); and

WHEREAS, the City and the Service Provider mutually desire to amend the Agreement as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of these premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Single-Family Residential Unit Services. Upon execution of this Third Amendment, Section 9.A. shall be deleted in its entirety and replaced with the following:

> "For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) (A) $11.43 per month for each Single-Family Residential Unit utilizing one Roll-Out or (B) $5.97 per month for each Single-Family Residential Unit utilizing one Roll-Out and receiving the senior citizen rate (head of the household is 65 years of age or older), plus (ii) $3.12 per month for each additional Roll-Out utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services."

2. Commercial Hand Collect Unit Services. Upon execution of this Third Amendment, Section 9.B. shall be deleted in its entirety and replaced with the following:

> "For the Services provided to Commercial Hand Collect Units under Section 4.D. hereof, the Service Provider shall charge (i) $18.19 per month for each Commercial Hand Collect Unit utilizing one Roll-Out, plus (ii) $10.40 per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and sewer services."

3. Commercial, Industrial and Multi-Family Residential Unit Services. Upon execution of this Third Amendment, Section 9.C. shall be deleted in its entirety and replaced with the following:

"For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider shall charge per month for each Container utilized the following rates:

	1xPer Week	2xPer Week	3xPer Week	4xPer Week	5xPer Week
1YD	$ -	$ -	$ -	$ -	$ -
2YD	$ 67.86	$ 117.70	$ 199.42	$ 244.87	$ 281.44
3YD	$ 78.93	$ 141.25	$ 247.89	$ 304.38	$ 350.04
4YD	$ 96.94	$ 163.40	$ 254.80	$ 312.88	$ 359.81
6YD	$ 132.94	$ 204.97	$ 274.20	$ 337.35	$ 387.94
8YD	$ 157.27	$ 254.80	$ 364.22	$ 465.21	$ 525.56

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall the following rates, per Container.

Size of Container	Each Additional Collection
2 cubic yards	$42.93
3 cubic yards	$47.08
4 cubic yards	$49.85
6 cubic yards	$56.78
8 cubic yards	$63.69

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services."

4. Roll-Off Services. Upon execution of this Third Amendment, Section 9.D. shall be deleted in its entirety and replaced with the following:

"Subject to adjustment by the Service Provider in its sole discretion, for the Services provided under Sections 7.B. and 10 hereto, the Service Provider shall charge for each Roll-Off utilized the following fees:

Dumpster	Delivery	Haul Rate	Rent/Day
20 Yard	$153.36	$467.87	No Charge
30 Yard	$153.36	$545.84	No Charge
40 Yard	$153.36	$608.22	No Charge

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this

Section 9.D. must be located within the City in accordance with City ordinances and policies."

5. Compactor Services. Upon the execution of this Third Amendment, Section 9.E. shall be deleted in its entirety and replaced with the following:

"Subject to adjustment by the Service Provider in its sole discretion, the Service Provider shall charge for each compactor utilized the following fees:

Service Type	Rate
Delivery Fee	To be negotiated between Service Provider and Customer
Haul Fee (30 yard Compactor)	$665.41 per haul
Rental Fee	To be negotiated between Service Provider and Customer

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the compactor Services to be provided. The compactor Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The compactors provided pursuant to this Section 9.E. must be located within the City in accordance with City ordinances and policies."

6. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this Third Amendment.

7. Entire Agreement. The Agreement and this Third Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof

8. Counterparts; Facsimile Signatures. This Third Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Third Amendment between the parties hereto, and it shall not be necessary for the proof of this Third Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall he given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment as of the date first written above.

CITY OF FAIRFIELD, TEXAS

By: ______________________________
Title: Mayor

WASTE CONNECTIONS LONE STAR, INC.

By: ______________________________
Title: ______________________________