



**CITY OF FAIRFIELD
CITY COUNCIL MEETING**

**SEPTEMBER 12, 2023
5:30 PM**

THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS WILL CONVENE INTO A REGULARLY CALLED MEETING AT 5:30 P.M. ON SEPTEMBER 12, 2023 AT THE 527 E COMMERCE STREET, FAIRFIELD, TEXAS IN THE CITY OF FAIRFIELD MUNICIPAL BUILDING.

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 551.0 71, REAL PROPERTY DELIBERATION - SECTION 551 .0 72, 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 the agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. A governmental body may adopt reasonable rules regarding the public's right to address the body under this section, including rules that limit the total amount of time that a member of the public may address the body on a given item.

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 AUGUST 8, 2023
4. DISCUSSION AND POSSIBLE ACTION TO APPROVE BILL REGISTER AS OF AUGUST 31, 2023.
5. MAYOR AND DEPARTMENT HEAD REPORTS
6. DISCUSSION AND POSSIBLE ACTION TO APPROVE THE 2021/2022 FISCAL YEAR AUDIT.

7. DISCUSSION AND POSSIBLE ACTION TO APPROVE HEALTH BENEFITS FROM ANCO INSURANCE COMPANY.
8. DISCUSSION AND POSSIBLE ACTION TO APPROVE WARRANTY DEED WITHOUT WARRANTY AND TERMINATION OF EASEMENT APPURTENANT AT FREESTONE POWER GENERATION,LLC.
9. DISCUSSION AND POSSIBLE ACTION TO APPROVE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATIONS FISCAL YEAR 2023 BUDGET AMENDMENTS.
10. DISCUSSION AND POSSIBLE ACTION TO APPROVE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATIONS FISCAL YEAR 2024 ANNUAL BUDGET.
11. DISCUSSION AND POSSIBLE ACTION TO APPROVE FAIRFIELD ECONOMIC DEVELOPMENT CORPORTATION FISCAL YEAR 2024 STRATEGIC WORK PLAN.
12. DISCUSSION AND POSSIBLE ACTION TO APPROVE ENGINEER AGREEMENT WITH KSA ENGINEERING FOR DRAINAGE AT SOUTH BATEMAN AND REUNION.
13. DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2023-09-12 AN ORDINANCE GRANTING ATMOS CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF FAIRFIELD, FREESTONE COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OF CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.
14. ADJOURN

I CERTIFY THAT THE ABOVE NOTICE OF MEETING WAS POSTED BY SATURDAY, SEPTEMBER 9TH 2023 AT 5:30 P.M. AT THE CITY OF FAIRFIELD MUNICIPAL BUILDING AT 527 EAST COMMERCE STREET, 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 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



CITY OF FAIRFIELD CITY COUNCIL MEETING

AUGUST 8, 2023
5:30 PM

MINUTES

Date: August 8, 2023

Time: 5:30 PM

Adjourn: 06:16 PM

Council Present: Council Member James Tyus, Council Member Arland Thill,
Councilman Roger Keeton, Council Member Angela Oglesbee

1. CALL TO ORDER; PRAYER AND PLEDGE

Mayor Hughes called meeting to order at 5:30 p.m. A quorum was declared present. Angela Oglesbee gave the invocation. James Tyus led the pledge to the American Flag. Arland Thill led the pledge to the Texas flag.

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

none at this time.

3. DISCUSSION AND POSSIBLE ACTION TO APPROVE MINUTES FROM JULY 11, 2023.

Council Member Thill MOVED to Approve MINUTES FROM JULY 11, 2023.; Council Member Oglesbee SECONDED.

ACTION: Motion to approve MINUTES FROM JULY 11, 2023. by Arland Thill second by Angela Oglesbee;
Motion passed with a 4:0

AYES: Arland Thill, James Tyus, Angela Oglesbee, Roger Keeton

NOES: None

ABSTAIN: None

4. DISCUSSION AND POSSIBLE ACTION TO APPROVE BILL REGISTER AS OF JULY 31, 2023.

Councilman Keeton MOVED to Approve BILL REGISTER AS OF JULY 31, 2023.; Council Member Thill SECONDED.

ACTION: Motion to approve BILL REGISTER AS OF JULY 31, 2023. by Roger Keeton second by Arland Thill;
Motion passed with a 4:0
AYES: Arland Thill, James Tyus, Angela Oglesbee, Roger Keeton
NOES: None
ABSTAIN: None

5. MAYOR AND DEPARTMENT HEAD REPORTS

Accepted as presented.

6. DISCUSSION AND POSSIBLE ACTION ON EAGLE FLAG FOOTBALL CONTRACT.

Councilman Keeton MOVED to Approve EAGLE FLAG FOOTBALL CONTRACT.; Council Member Thill SECONDED.

ACTION: Motion to approve ON EAGLE FLAG FOOTBALL CONTRACT. by Roger Keeton second by Arland Thill;
Motion passed with a 4:0
AYES: Arland Thill, James Tyus, Angela Oglesbee, Roger Keeton
NOES: None
ABSTAIN: None

Councilman Keeton MOVED to Approve EAGLE FLAG FOOTBALL CONTRACT.; Council Member Thill SECONDED. Council Member Thill amended the motion to state :

Eagle Flag Football will use Les Hayes Fields for Monday games. Eagle Flag Football may use Les Hayes South Fields on Thursdays for practices, unless Fairfield TX Soccer provides reasonable notice to use fields. Eagle flag football will use pitch marking tape or portable fields for games. After games are played pitch marking tape or portable fields will be removed by Eagle Flag Football. Fairfield TX Soccer will use athletic field paint or athletic field chalk to mark field lines at Les Hayes Soccer Fields. After discussions, Councilmember Thill amended his amendment to state Eagle Flag Football will use Les Hays Fields on Thursdays for practice. Amendment was accepted.

ACTION: Motion to approve EAGLE FLAG FOOTBALL CONTRACT. by Roger Keeton second by Arland Thill;
Motion with a 0:0
AYES: None
NOES: None
ABSTAIN: None

7. DISCUSSION AND POSSIBLE ACTION TO APPROVE AMENDED CONTRACT TO FAIRFIELD SOCCER ASSOCIATION CONTRACT DATED JULY 11, 2023

Council Member Thill MOVED to Amend AMENDED CONTRACT TO FAIRFIELD SOCCER ASSOCIATION CONTRACT DATED JULY 11, 2023; Councilman Keeton SECONDED.

Council Member Thill stated Eagle Flag Football will use Les Hayes Field for Monday games. Eagle Flag Football may use Les Hayes Fields on Thursdays for practices. Eagle Flag Football will use pitch marking tape or portable fields for games. After games are played, pitch marking tape or portable fields will be removed by Eagle Flag Football. Fairfield TX Soccer will use athletic field paint or athletic chalk to mark field lines at Les Hayes Soccer Fields.

ACTION: Motion to amend DISCUSSION AND POSSIBLE ACTION TO APPROVE AMENDED CONTRACT TO FAIRFIELD SOCCER ASSOCIATION CONTRACT DATED JULY 11, 2023 by Arland Thill second by Roger Keeton;

Motion with a 4:0

AYES: Arland Thill, James Tyus, Angela Oglesbee, Roger Keeton

NOES: None

ABSTAIN: None

8. DISCUSSION AND POSSIBLE ACTION TO SELECT CONTRACTOR FOR REPAIRS TO THE FIRE DEPARTMENT

Council Member Thill MOVED to Approve Wilkie's Handyman Services in the amount of \$4840.00 FOR REPAIRS TO THE FIRE DEPARTMENT; Councilman Keeton SECONDED.

ACTION: Motion to approve CONTRACTOR FOR REPAIRS TO THE FIRE DEPARTMENT by Arland Thill second by Roger Keeton;

Motion passed with a 4:0

AYES: Arland Thill, James Tyus, Angela Oglesbee, Roger Keeton

NOES: None

ABSTAIN: None

9. DISCUSSION AND POSSIBLE ACTION TO APPROVE PROPOSAL OF ENGINEERING SERVICES FROM KSA ENGINEERING FOR SOUTH BATEMAN DRAINAGE STUDY.

Councilman Keeton MOVED to Approve PROPOSAL OF ENGINEERING SERVICES FROM KSA ENGINEERING FOR SOUTH BATEMAN DRAINAGE STUDY.; Council Member Thill SECONDED.

ACTION: Motion to approve PROPOSAL OF ENGINEERING SERVICES FROM KSA ENGINEERING FOR SOUTH BATEMAN DRAINAGE STUDY. by Roger Keeton second by Arland Thill;
Motion passed with a 4:0

AYES: Arland Thill, James Tyus, Angela Oglesbee, Roger Keeton

NOES: None

ABSTAIN: None

10. DISCUSSION AND POSSIBLE ACTION TO APPROVE BID AWARD OF NEW WATER WELL AT 300 LOVE STREET.

Council Member Thill MOVED to Approve BID AWARD TO C MILLER DRILLING IN THE AMOUNT OF \$1,277,777.00 FOR NEW WATER WELL AT 300 LOVE STREET.; Council Member Oglesbee SECONDED.

ACTION: Motion to approve BID AWARD OF NEW WATER WELL AT 300 LOVE STREET. by Arland Thill second by Angela Oglesbee;
Motion passed with a 4:0

AYES: Arland Thill, James Tyus, Angela Oglesbee, Roger Keeton

NOES: None

ABSTAIN: None

11. ADJOURN

Councilman Keeton made the motion to adjourn. Council Member Thill seconded. All voted for. 6:16 P.M.

Mayor, Kenneth D. Hughes

Attest:

Misty Richardson
City Secretary

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	OTHER INSURANCE	302.76
			OTHER INSURANCE	302.76
			OTHER INSURANCE	173.61
			OTHER INSURANCE	173.61
		FAIRFIELD AMBULANCE SERVICE INC. (EMS)	8.2023 PREMIUMS	193.50
			FED WITHHOLDING TAX DEPOSIT	3,062.31
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSIT	3,205.67
			FICA PAYROLL TAX DEPOSIT	2,701.42
			FICA PAYROLL TAX DEPOSIT	2,781.36
			MEDICARE TAX DEPOSIT	631.79
		HARTFORD LIFE INSURANCE COMPANY	MEDICARE TAX DEPOSIT	650.50
			457 RETIREMENT PLAN	20.00
			457 RETIREMENT PLAN	20.00
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	226.45
			MED DEPENDENT CHILD	226.45
			DEPENDENT DENTAL	115.83
			DEPENDENT DENTAL	115.83
			DEPENDENT FAMILY MEDICAL	1,220.10
			DEPENDENT FAMILY MEDICAL	1,220.10
			DEPENDENT LIFE	1.60
			DEPENDENT LIFE	1.60
			DEPENDENT SPOUSE MEDICAL	245.52
			DEPENDENT SPOUSE MEDICAL	245.52
			LIFE INSURANCE	17.52
			LIFE INSURANCE	17.52
			FLEX SPENDING	667.72
			FLEX SPENDING	667.72
			VISION - DEPENDENT	98.72
			VISION - DEPENDENT	98.72
			VISION - EMPLOYEE	73.75
			VISION - EMPLOYEE	73.75
		TMRS	TMRS-PAYROLL	3,207.23
			TMRS-PAYROLL	3,297.44
		AIR EVAC	8.2023 PREMIUMS	234.00
			TX CHILD	145.38
				<u>145.38</u>
			TOTAL:	26,583.14
ADMINISTRATIVE	GENERAL FUND	FAIRFIELD 84 INVESTMENTS, LLC	8.2023 PER CONTRACT	1,200.00
			SAFEBUILT	140.00
		VYVE	527 E COMMERCE CITY HALL	646.05
		COMPLETE SUPPLY, INC	CITY HALL SOAP AND PAPER T	219.92
			CLEANING SUPPLIES	122.71
			VACUUM FOR CITY HALL	34.99
		BROOKSHIRE BROS. #10	SHEET METAL	10.99
			ANCHORS	11.88
		CAPPS TRUE VALUE HARDWARE	7.2023 25% SALES TAX	52,846.45
			8.2023 25% SALES TAX	61,544.27
		FAIRFIELD ECONOMIC DEVELOPMENT CORP.	RECYCLE	35.00
			PN ABATEMENT	112.50
			PB ABATEMENT	112.50
		J & H ELECTRIC	AERATOR AND OUTSIDE LIGHT	75.00
		ACE HARDWARE & LUMBER COMPANY	ANCHORS AND KEY ID TAGS	21.76
			STAPS SQ D BOX	33.03
			NUTS AND BOLTS	10.07
			CLEANING SUPPLIES CH	262.91

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			KEY TAGS	33.90
			ACE HARDWARE & LUMBER COMP	44.07
		PITNEY BOWES-PURCHASE POW	POSTAGE	423.49
		L & M TROPHIES	DOOR PLATES	147.60
		WELLS FARGO BANK	AMAZON SUB	20.85
			SAMS MEALS FOR MOVE	251.76
		ABC CLIMATE CONTROL STORAGE	UNITS 523,504,519 AND 510	730.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	261.58
			FICA PAYROLL TAX DEPOSIT	267.40
			MEDICARE TAX DEPOSIT	61.18
			MEDICARE TAX DEPOSIT	62.54
		RED HAT RENTALS	FURNITURE DOLLIES	81.81
			DOLLIES FOR MOVING	250.89
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	105.67
			MED DEPENDENT CHILD	105.68
			DEPENDENT DENTAL	48.51
			DEPENDENT DENTAL	48.51
			DEPENDENT FAMILY MEDICAL	677.84
			DEPENDENT FAMILY MEDICAL	677.84
			HEALTH/LIFE INSURANCE-EMPL	695.21
			HEALTH/LIFE INSURANCE-EMPL	695.21
			EMPLOYEE DENTAL ONLY	32.94
			EMPLOYEE DENTAL ONLY	32.94
			HEALTH/LIFE INSURANCE-EMPL	2.05
			HEALTH/LIFE INSURANCE-EMPL	2.06
			FLEX SPENDING	2.32
			FLEX SPENDING	2.32
		TMRS	TMRS-PAYROLL	342.40
			TMRS-PAYROLL	349.26
		TXU ENERGY	7.23 USAGE	572.21
			7.23 USAGE	335.08
			7.23 USAGE	91.51
			425 W COMMERCE GUARD LGH	190.20
			527 E COMMERCE	3,886.77
		WILSON JANITORIAL	CARPET CLEANING	325.00
		ABC STORAGE	UNITS 150,148 AND 149	186.66
		DATAMAX	PRINTING ADMIN	59.75
			MOVING COPIERS	250.00
			COPIER LEASE ADMIN	215.46
		**PAYROLL EXPENSES	8/01/2023 - 8/31/2023	<u>9,448.97</u>
			TOTAL:	139,459.47
AMBULANCE/EMS	GENERAL FUND	FAIRFIELD AMBULANCE SERVICE INC. (EMS)	8.2023 PER BUDGET	<u>12,500.00</u>
			TOTAL:	12,500.00
CONFERENCE/CIVIC CENTE	GENERAL FUND	BI-STONE PEST CONTROL	PEST CONTROL	<u>100.00</u>
			TOTAL:	100.00
FIRE DEPARTMENT	GENERAL FUND	TEXAS FIRE APPARATUS LLC	REPAIRS TO SPARTAN	9,309.60
			REPAIRS TO SPARTAN	2,024.41
		J & H ELECTRIC	FIRE DEP FAN AND CONTOLS	2,625.00
			FIREDEPARTMENT ELECTRICAL	2,025.00
		ACE HARDWARE & LUMBER COMPANY	FIRE DEPART ELEC SUPPLIES	102.00
			ROPE AND WIRE PULL	35.98
			GROUND AND RAINPROOF BOLT	29.98
			FIRE DEPART ELECT SUPPLIES	18.35

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		LYLE OIL CO.	FUEL VFD	83.31
		RED HAT RENTALS	SCISSOR LIFT	1,016.32
		WHECO ELECTRIC, INC.	PIPE CLAMP	3.85
		ATMOS ENERGY	221 KEECHI ST	69.25
		TXU ENERGY	7.23 USAGE	372.10
		WHOLESALE ELECTRIC SUPPLY	CLAMPS	12.45
			CEILING FAN BOX	51.80
			PIPE CLAMP	3.85
			TOTAL:	17,783.25
JUDICIAL	GENERAL FUND	FAIRFIELD MUNICIPAL SECURITY FUND	MUNICIPAL COURT SEC FUND	20.71
		McCREARY, VESELKA, BRAGG, & ALLEN	COLLECTION FEES COURT	247.05
		RAMSEY LAW	ATTORNEY COURT PROCEEDINGS	565.00
		FLATT STATIONERS, INC.	COURT DESK CALENDAR	3.97
		FAIRFIELD MUNICIPAL COURT TECH FUND	MUNICIPAL COURT TECH FUND	16.90
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	160.49
			FICA PAYROLL TAX DEPOSIT	160.49
			MEDICARE TAX DEPOSIT	37.53
			MEDICARE TAX DEPOSIT	37.53
		DONNA BULGER	UNIFORMS	63.69
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	794.52
			HEALTH/LIFE INSURANCE-EMPL	794.52
			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	193.39
			TMRS-PAYROLL	193.39
		**PAYROLL EXPENSES	8/01/2023 - 8/31/2023	5,283.68
			TOTAL:	8,650.48
LIBRARY	GENERAL FUND	FAIRFIELD LIBRARY ASSOCIA	8.2023 PER CONTRACT	1,666.67
			TOTAL:	1,666.67
PARKS & RECREATION	GENERAL FUND	JILES KING	DEPOSIT RENTAL REIMBURSEME	100.00
		JUANITA RISCHER	DEPOSIT RENTAL REIMBURSEME	300.00
		CAPPS TRUE VALUE HARDWARE	FOR POND	41.99
			POND DYE	41.99
			FOR POND	41.99
		J & H ELECTRIC	TO LIFT STATION, RODEO ARE	225.00
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	147.33
		LYLE OIL CO.	FUEL	756.66
		WELLS FARGO BANK	SAMS MEALS FOR MOVE	62.94
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	194.19
			FICA PAYROLL TAX DEPOSIT	222.70
			MEDICARE TAX DEPOSIT	45.42
			MEDICARE TAX DEPOSIT	52.09
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	794.52
			HEALTH/LIFE INSURANCE-EMPL	794.52
			EMPLOYEE DENTAL ONLY	37.64
			EMPLOYEE DENTAL ONLY	37.64
			HEALTH/LIFE INSURANCE-EMPL	2.34
			HEALTH/LIFE INSURANCE-EMPL	2.34
		TMRS	TMRS-PAYROLL	229.27
			TMRS-PAYROLL	262.93
		TXU ENERGY	7.23 USAGE	1,876.01

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			7.23 USAGE	63.48
		O'REILLY AUTO PARTS	PARKS TRUCK FLUIDS	74.46
		DAPPER DESIGNS	UNIFORM HATS	431.71
		**PAYROLL EXPENSES	8/01/2023 - 8/31/2023	<u>6,724.14</u>
			TOTAL:	13,563.30
POLICE DEPARTMENT	GENERAL FUND	FREESTONE CHEVROLET	TAHOE SERVICE	179.00
		VYVE	POLICE DEPARTMENT	1,066.25
			527 E COMMERCE CITY HALL	646.05
		FREESTONE HEALTH CLINIC	NEW RECRUIT PHYSICALS	55.00
			PD PHYSICAL	55.00
		NAVARRO COLLEGE	POLICE ACADEMY	5,684.14
		SAFE LIFE DEFENSE	SAFE LIFE DEFENSE	352.74
		BI-STONE PEST CONTROL	PEST CONTROL	75.00
		ACE HARDWARE & LUMBER COMPANY	EXTENSION CORD	41.99
			PD SPARE KEYS	10.66
		LYLE OIL CO.	UNIT 11 TIRE PATCH	25.00
		I-45 SHELL TRUCK STOP	UNIT 11 FUEL	36.52
			UNIT 9 FUEL	60.27
			UNIT 10 FUEL	63.24
			UNIT 11 FUEL	51.23
			UNIT 9 FUEL	88.85
			UNIT 11 FUEL	58.37
			UNIT 10 FUEL	52.54
			UNIT 9 FUEL	74.49
			UNIT 9 FUEL	83.77
			UNIT 11 FUEL	59.20
			UNIT 11 FUEL	36.65
			UNIT 9 FUEL	56.03
			UNIT 9 FUEL	68.15
			UNIT 11 FUEL	46.17
			UNIT 11 FUEL	61.51
			UNIT 9 FUEL	58.00
			UNIT 11 FUEL	44.08
			UNIT 9 FUEL	44.55
			UNIT 9 FUEL	59.22
			UNIT 11 FUEL	42.11
			I-45 SHELL TRUCK STOP	59.74
			UNIT 9 FUEL	75.27
			UNIT 10 FUEL	71.43
			UNIT 9 FUEL	52.24
			UNIT 11 FUEL	42.32
			UNIT 11 FUEL	44.13
			UNIT 11 FUEL	38.05
			UNIT 11 FUEL	32.76
			UNIT 10 FUEL	52.63
			UNIT 11 FUEL	51.95
			UNIT 10 FUEL	63.50
			UNIT 11 FUEL	72.94
			UNIT 9 FUEL	85.27
			UNIT 10 FUEL	64.86
			UNIT 9 FUEL	57.10
			UNIT 11 FUEL	61.64
			UNIT 11 FUEL	65.80
			UNIT 9 FUEL	48.40
		AT&T MOBILITY	PD CELL PHONES	544.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		MG AUTOMOTIVE	UNIT 6 ALTERNATOR REPAIR	568.75
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	1,530.08
			FICA PAYROLL TAX DEPOSIT	1,563.55
			MEDICARE TAX DEPOSIT	357.84
			MEDICARE TAX DEPOSIT	365.68
		CANON FINANCIAL SERVICES, INC.	PD COPIER	93.60
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	422.70
			MED DEPENDENT CHILD	422.70
			DEPENDENT DENTAL	166.32
			DEPENDENT DENTAL	166.32
			DEPENDENT FAMILY MEDICAL	1,084.54
			DEPENDENT FAMILY MEDICAL	1,084.54
			DEPENDENT SPOUSE MEDICAL	572.86
			DEPENDENT SPOUSE MEDICAL	572.86
			HEALTH/LIFE INSURANCE-EMPL	5,561.64
			HEALTH/LIFE INSURANCE-EMPL	5,561.64
			EMPLOYEE DENTAL ONLY	263.48
			EMPLOYEE DENTAL ONLY	263.48
			HEALTH/LIFE INSURANCE-EMPL	16.38
			HEALTH/LIFE INSURANCE-EMPL	16.38
			FLEX SPENDING	9.25
			FLEX SPENDING	9.25
		TMRS	TMRS-PAYROLL	1,878.71
			TMRS-PAYROLL	1,918.23
		FAIRFIELD PAINT & BODY	UNIT 6 ALIGNMENT AND TIRE	157.95
		O'REILLY AUTO PARTS	UNIT 10 CAPSULE	16.82
			BRAKE FLUID UNIT 7	4.49
		GALLS, LLC	UNIFORMS	110.50
		DAPPER DESIGNS	PD SHIRTS AND EMBROIDERY	113.00
			PD SHIRTS AND EMBROIDERY	226.00
		DATAMAX	PRINTING PD	110.53
		**PAYROLL EXPENSES	8/01/2023 - 8/31/2023	52,974.78
			TOTAL:	89,104.66
STREETS AND DRAINAGE	GENERAL FUND	J&L PAVING INC	EAST MAIN ST PAVING	209,904.65
		CAPPS TRUE VALUE HARDWARE	BATTERY FOR TRANSIT	10.98
			BERRY ST STOP SIGN	6.09
		EDDIE'S AUTOBODY & TIRE	BACKHOE TIRE REPAIR	55.00
			SUPER N TIRE	228.98
			146 PATCH	25.00
		ACE HARDWARE & LUMBER COMPANY	MISC SUPPLIES	18.96
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	147.33
		LYLE OIL CO.	FUEL	756.66
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	323.95
			FICA PAYROLL TAX DEPOSIT	336.09
			MEDICARE TAX DEPOSIT	75.77
			MEDICARE TAX DEPOSIT	78.61
		RED HAT RENTALS	HAMMER DRILL RENTAL	81.57
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	27.72
			DEPENDENT DENTAL	27.72
			DEPENDENT FAMILY MEDICAL	542.27
			DEPENDENT FAMILY MEDICAL	542.27
			HEALTH/LIFE INSURANCE-EMPL	1,589.04
			HEALTH/LIFE INSURANCE-EMPL	1,589.04
			EMPLOYEE DENTAL ONLY	75.28
			EMPLOYEE DENTAL ONLY	75.28

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HEALTH/LIFE INSURANCE-EMPL	4.68
			HEALTH/LIFE INSURANCE-EMPL	4.68
		TMRS	TMRS-PAYROLL	400.36
			TMRS-PAYROLL	414.69
		TXU ENERGY	7.23 USAGE	2,544.34
		FAIRFIELD PAINT & BODY	WINDSHEILD REPLACED	804.56
		DAPPER DESIGNS	UNIFORM HATS	431.71
		JESS ADKINS, DVM	ANIMAL CONTROL	2,000.00
		**PAYROLL EXPENSES	8/01/2023 - 8/31/2023	<u>11,134.47</u>
			TOTAL:	234,257.75
FEDC	GENERAL FUND	COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	231.14
			FICA PAYROLL TAX DEPOSIT	231.14
			MEDICARE TAX DEPOSIT	54.06
			MEDICARE TAX DEPOSIT	54.06
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	27.72
			DEPENDENT DENTAL	27.72
			DEPENDENT FAMILY MEDICAL	542.27
			DEPENDENT FAMILY MEDICAL	542.27
			HEALTH/LIFE INSURANCE-EMPL	794.52
			HEALTH/LIFE INSURANCE-EMPL	794.52
			EMPLOYEE DENTAL ONLY	37.64
			EMPLOYEE DENTAL ONLY	37.64
			HEALTH/LIFE INSURANCE-EMPL	2.34
			HEALTH/LIFE INSURANCE-EMPL	2.34
			FLEX SPENDING	3.70
			FLEX SPENDING	3.70
		TMRS	TMRS-PAYROLL	309.68
			TMRS-PAYROLL	309.68
		**PAYROLL EXPENSES	8/01/2023 - 8/31/2023	<u>8,461.18</u>
			TOTAL:	12,467.32
NON-DEPARTMENTAL	ENTERPRISE	AFLAC	OTHER INSURANCE	32.96
			OTHER INSURANCE	32.96
			OTHER INSURANCE	32.40
			OTHER INSURANCE	32.40
		TX CHILD SUPPORT SDU -		123.69
				123.69
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSIT	981.48
			FED WITHHOLDING TAX DEPOSIT	932.45
			FICA PAYROLL TAX DEPOSIT	958.16
			FICA PAYROLL TAX DEPOSIT	909.90
			MEDICARE TAX DEPOSIT	224.09
			MEDICARE TAX DEPOSIT	212.81
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	45.29
			MED DEPENDENT CHILD	45.29
			DEPENDENT DENTAL	23.76
			DEPENDENT DENTAL	23.76
			DEPENDENT FAMILY MEDICAL	348.60
			DEPENDENT FAMILY MEDICAL	348.60
			DEPENDENT LIFE	0.80
			DEPENDENT LIFE	0.80
			LIFE INSURANCE	9.19
			LIFE INSURANCE	9.19
			FLEX SPENDING	197.92
			FLEX SPENDING	197.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			VISION - DEPENDENT	12.75
			VISION - DEPENDENT	12.75
			VISION - EMPLOYEE	23.75
			VISION - EMPLOYEE	23.75
		TMRS	TMRS-PAYROLL	1,098.24
			TMRS-PAYROLL	<u>1,055.16</u>
			TOTAL:	8,074.51
SANITATION	ENTERPRISE	COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	65.51
			FICA PAYROLL TAX DEPOSIT	64.69
			MEDICARE TAX DEPOSIT	15.33
			MEDICARE TAX DEPOSIT	15.14
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	198.63
			HEALTH/LIFE INSURANCE-EMPL	198.63
			EMPLOYEE DENTAL ONLY	9.41
			EMPLOYEE DENTAL ONLY	9.41
			HEALTH/LIFE INSURANCE-EMPL	0.59
			HEALTH/LIFE INSURANCE-EMPL	0.59
		TMRS	TMRS-PAYROLL	46.37
			TMRS-PAYROLL	57.32
		WASTE CONNECTIONS LONE STAR, INC	COMMERCIAL TOTERS	2,571.13
			8.2023 RESIDENTIAL TOTERS	14,837.28
			527 E COMM AND CITY DUMP	2,199.78
		**PAYROLL EXPENSES	8/01/2023 - 8/31/2023	<u>2,099.99</u>
			TOTAL:	22,389.80
WATER OPERATIONS	ENTERPRISE	BADGER METER	METER CELL USAGE	2,807.06
		VYVE	300 LOVE STREET	104.99
			106 WALKER LANE	104.99
		FAIRFIELD WESTERN WEAR	MARCOS RECARTE BOOTS	229.95
		EKA	DITCH WITCH VACUUM TRAILER	40,000.00
		RAILROAD COMMISSION OF TEXAS	DOCKET NO 082200	3,000.00
		BROOKSHIRE BROS. #10	PALLET OF WATER	299.40
		CAPPS TRUE VALUE HARDWARE	SUPPLIES	31.76
		JOHNSON LAB & SUPPLY	STOCK	1,133.21
			BILGE PUMPS	648.00
			SUPPLIES	2,638.30
			LEAK AT 414 N BATEMAN	880.44
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	147.33
		LONESTAR MAINTENANCE & SE	CLZ BOTTLE RENT	105.00
		LYLE OIL CO.	FUEL	756.66
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	441.75
			FICA PAYROLL TAX DEPOSIT	406.67
			MEDICARE TAX DEPOSIT	103.31
			MEDICARE TAX DEPOSIT	95.10
		MUNICIPAL SAVINGS	DEMISE	1,234.98
			ANT BAIT	3,084.95
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	45.05
			DEPENDENT DENTAL	45.05
			DEPENDENT FAMILY MEDICAL	677.84
			DEPENDENT FAMILY MEDICAL	677.84
			DEPENDENT SPOUSE MEDICAL	107.41
			DEPENDENT SPOUSE MEDICAL	107.41
			HEALTH/LIFE INSURANCE-EMPL	1,638.69
			HEALTH/LIFE INSURANCE-EMPL	1,638.69
			EMPLOYEE DENTAL ONLY	58.81

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			EMPLOYEE DENTAL ONLY	58.81
			LIFE INSURANCE	18.82
			LIFE INSURANCE	18.82
			HEALTH/LIFE INSURANCE-EMPL	4.83
			HEALTH/LIFE INSURANCE-EMPL	4.81
			FLEX SPENDING	2.08
			FLEX SPENDING	2.07
		ATMOS ENERGY	300 LOVE STREET	71.66
		TMRS	TMRS-PAYROLL	551.98
			TMRS-PAYROLL	510.57
		TXU ENERGY	7.23 USAGE	6,182.91
		WARD SIGN CO.	BUCKET TRUCK/ELECTRICIAN W	375.00
		CORE & MAIN LP	SUPPLIES	500.00
		USABLUBOOK	CL17 CHEMICALS	935.13
		DAPPER DESIGNS	UNIFORM HATS	431.72
		RANDY HOLLAR, LLC	PROGRAMMING DATA CHANGES	5,027.20
		**PAYROLL EXPENSES	8/01/2023 - 8/31/2023	14,515.59
			TOTAL:	92,462.64
WASTEWATER OPERATIONS	ENTERPRISE	BAYLESS AUTO SUPPLY	TORO LAWNMOWER	58.99
		TEXAS WATER UTILITIES, L.P.	MIMS WATER BILL	959.50
		CERTIFIED LABORATORIES	ENZYMES	385.00
		CUSTOM HOSE & SUPPLY	AERATOR REPAIRS	4,278.00
		ELECTRICO	MOTOR FOR AERATOR	998.00
			MIMS AERATOR MOTOR	998.00
		J & H ELECTRIC	TO LIFT STATION, RODEO ARE	112.50
			AERATOR AND OUTSIDE LIGHT	900.00
		ACE HARDWARE & LUMBER COMPANY	TORO LAWN MOWER NUTS AND B	2.25
			MIMS SUPPLIES	13.99
			MIMS SUPPLIES	19.95
		JOHNSON LAB & SUPPLY	CLZ	2,977.50
		MID-AMERICAN RESEARCH CHE	ENZYMES FOR BASIN, LAB SUP	1,752.51
			ENZYMES FOR BASIN, LAB SUP	360.00
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	147.35
		ENVIRONMENTAL MONITORING	MIMS LAB FEES	1,392.00
		LYLE OIL CO.	FUEL	756.66
			140 TIRE PATCH	25.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	450.90
			FICA PAYROLL TAX DEPOSIT	438.54
			MEDICARE TAX DEPOSIT	105.44
			MEDICARE TAX DEPOSIT	102.56
		RED HAT RENTALS	MIMS MOWER	132.95
			MIMS CREEK MOWER	113.95
		MUNICIPAL SAVINGS	DEMISE	1,234.97
		SMITH PUMP COMPANY, INC	PUMP AND LIFTSTATION REPAI	7,655.50
			PUMP AND LIFTSTATION REPAI	7,655.50
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	105.68
			MED DEPENDENT CHILD	105.67
			DEPENDENT DENTAL	31.19
			DEPENDENT DENTAL	31.19
			DEPENDENT FAMILY MEDICAL	135.57
			DEPENDENT FAMILY MEDICAL	135.57
			DEPENDENT SPOUSE MEDICAL	107.41
			DEPENDENT SPOUSE MEDICAL	107.41
			HEALTH/LIFE INSURANCE-EMPL	1,638.70
			HEALTH/LIFE INSURANCE-EMPL	1,638.70

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			EMPLOYEE DENTAL ONLY	77.64
			EMPLOYEE DENTAL ONLY	77.64
			HEALTH/LIFE INSURANCE-EMPL	4.82
			HEALTH/LIFE INSURANCE-EMPL	4.83
			FLEX SPENDING	2.07
			FLEX SPENDING	2.08
		TMRS	TMRS-PAYROLL	550.11
			TMRS-PAYROLL	535.52
		TXU ENERGY	7.23 USAGE	4,738.79
			7.23 USAGE	42.44
			7.23 USAGE	377.33
			7.23 USAGE	10.76
			7.23 USAGE	1,652.26
			7.23 USAGE	106.38
			7.23 USAGE	39.44
			7.23 USAGE	100.56
		M. A. P. SERVICES	TRACTOR REPAIR	75.00
			#140 AC WORK	114.23
		O'REILLY AUTO PARTS	140 SIDE MIRROR	12.99
		WASTE CONNECTIONS LONE STAR, INC	MIMS CREEK SLUDGE	529.66
		DAPPER DESIGNS	UNIFORM HATS	431.71
		**PAYROLL EXPENSES	8/01/2023 - 8/31/2023	<u>14,831.00</u>
			TOTAL:	62,381.86
NON-DEPARTMENTAL	TDCJ	AFLAC	OTHER INSURANCE	14.10
			OTHER INSURANCE	14.10
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSIT	376.80
			FED WITHHOLDING TAX DEPOSIT	395.53
			FICA PAYROLL TAX DEPOSIT	303.67
			FICA PAYROLL TAX DEPOSIT	314.08
			MEDICARE TAX DEPOSIT	71.02
			MEDICARE TAX DEPOSIT	73.45
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	2.97
			DEPENDENT DENTAL	2.97
			DEPENDENT FAMILY MEDICAL	58.10
			DEPENDENT FAMILY MEDICAL	58.10
			LIFE INSURANCE	3.07
			LIFE INSURANCE	3.07
			FLEX SPENDING	55.22
			FLEX SPENDING	55.22
			VISION - DEPENDENT	3.19
			VISION - DEPENDENT	3.19
			VISION - EMPLOYEE	7.50
			VISION - EMPLOYEE	7.50
		TMRS	TMRS-PAYROLL	352.18
			TMRS-PAYROLL	<u>363.93</u>
			TOTAL:	2,538.96
OPERATIONS & MAINTENAN	TDCJ	CERTIFIED LABORATORIES	ENZYMES	390.00
		ACE HARDWARE & LUMBER COMPANY	TDCJ WASTE PUMP REPAIRS	84.91
			CLZ FEED REPAIRS TDCJ	25.97
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	147.33
		ENVIRONMENTAL MONITORING	TDCJ LAB FEES	1,717.50
		LONESTAR MAINTENANCE & SE	TDCJ CLZ BOTTLE RENT	112.00
		LYLE OIL CO.	FUEL	756.66
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	303.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA PAYROLL TAX DEPOSIT	314.07
			MEDICARE TAX DEPOSIT	71.02
			MEDICARE TAX DEPOSIT	73.45
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	13.85
			DEPENDENT DENTAL	13.85
			DEPENDENT FAMILY MEDICAL	135.56
			DEPENDENT FAMILY MEDICAL	135.56
			DEPENDENT SPOUSE MEDICAL	71.61
			DEPENDENT SPOUSE MEDICAL	71.61
			HEALTH/LIFE INSURANCE-EMPL	993.15
			HEALTH/LIFE INSURANCE-EMPL	993.15
			EMPLOYEE DENTAL ONLY	47.04
			EMPLOYEE DENTAL ONLY	47.04
			HEALTH/LIFE INSURANCE-EMPL	2.92
			HEALTH/LIFE INSURANCE-EMPL	2.92
			FLEX SPENDING	0.93
			FLEX SPENDING	0.93
		TMRS	TMRS-PAYROLL	368.29
			TMRS-PAYROLL	380.57
		TXU ENERGY	7.23 USAGE	3,989.23
		BLUE RIVER TECHNOLOGIES	SLUDGE BAGS	3,477.69
		WASTE CONNECTIONS LONE STAR, INC	TDCJ SLUDGE	1,059.32
		DAPPER DESIGNS	UNIFORM HATS	431.71
		**PAYROLL EXPENSES	8/01/2023 - 8/31/2023	<u>10,230.28</u>
			TOTAL:	26,463.78
NON-DEPARTMENTAL	HOTEL/MOTEL FUND	COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSIT	88.27
			FED WITHHOLDING TAX DEPOSIT	88.69
			FICA PAYROLL TAX DEPOSIT	96.62
			FICA PAYROLL TAX DEPOSIT	96.62
			MEDICARE TAX DEPOSIT	22.60
			MEDICARE TAX DEPOSIT	22.60
		TML EMPLOYEE BENEFITS POOL	VISION - EMPLOYEE	5.00
			VISION - EMPLOYEE	5.00
		TMRS	TMRS-PAYROLL	112.59
			TMRS-PAYROLL	<u>109.09</u>
			TOTAL:	647.08
HOTEL/MOTEL FUND	HOTEL/MOTEL FUND	FAIRFIELD CHAMBER OF COMMERCE	8.2023 PER CONTRACT	5,000.00
			8.2023 PER CONTRACT	5,000.00
			PER CONTRACT	5,000.00
		FREESTONE CTY HISTORICAL MUSEUM	8.2023 PER BUDGET	1,250.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	96.62
			FICA PAYROLL TAX DEPOSIT	96.62
			MEDICARE TAX DEPOSIT	22.60
			MEDICARE TAX DEPOSIT	22.60
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	397.26
			HEALTH/LIFE INSURANCE-EMPL	397.26
			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	117.73
			TMRS-PAYROLL	114.07
		DAPPER DESIGNS	2023 SOW T SHIRTS	2,590.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	8/01/2023 - 8/31/2023	<u>3,166.80</u>
			TOTAL:	23,311.54
NON-DEPARTMENTAL	WESTWOOD WATER	COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSI	103.54
			FED WITHHOLDING TAX DEPOSI	119.73
			FICA PAYROLL TAX DEPOSIT	106.02
			FICA PAYROLL TAX DEPOSIT	115.02
			MEDICARE TAX DEPOSIT	24.80
			MEDICARE TAX DEPOSIT	26.90
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	11.88
			DEPENDENT DENTAL	11.88
			DEPENDENT FAMILY MEDICAL	232.40
			DEPENDENT FAMILY MEDICAL	232.40
			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	136.97
			TMRS-PAYROLL	<u>147.13</u>
			TOTAL:	1,308.97
WATER OPERATIONS	WESTWOOD WATER	JAMES JONES	REIMBURSEMENT FOR MAPS	24.00
		JOHNSON LAB & SUPPLY	STOCK	64.75
		ENVIRONMENTAL MONITORING	LAB FEES	48.00
		LONESTAR MAINTENANCE & SE	WW CLZ BOTTLE RENT	28.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	106.02
			FICA PAYROLL TAX DEPOSIT	115.02
			MEDICARE TAX DEPOSIT	24.80
			MEDICARE TAX DEPOSIT	26.90
		WHECO ELECTRIC, INC.	WW SCADA SERVICE CALL	3,349.17
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	27.72
			DEPENDENT DENTAL	27.72
			DEPENDENT FAMILY MEDICAL	542.27
			DEPENDENT FAMILY MEDICAL	542.27
			HEALTH/LIFE INSURANCE-EMPL	397.26
			HEALTH/LIFE INSURANCE-EMPL	397.26
			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	143.23
			TMRS-PAYROLL	153.85
		TXU ENERGY	7.23 USAGE	10.60
		WHOLESALE ELECTRIC SUPPLY	WACKER GENERATOR	212.10
			WACKER GENERATOR	5.94
		WESTWOOD UTILITY CORPORATION	8.2023 WESTWOOD PAYMENT	104,987.79
		NAVARRO COUNTY ELECTRIC COOPERATIVE, I	WW ELECTRICITY	1,438.94
		**PAYROLL EXPENSES	8/01/2023 - 8/31/2023	<u>4,058.55</u>
			TOTAL:	116,772.14
CAPITAL PROJECTS	CAPITAL IMPROVEMEN	BLUE SKY WINDOW CLEANING	WINDOW CLEANING CITY HALL	1,250.00
		MCLEOD CONSTRUCTION	CLEAN UP AFTER ROOF	2,500.00
			COMPLETION SKYLIGHT TILE C	55,550.00
			REPLACE ALL ELECTICAL PLUG	5,900.00

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		QUALITY COOL AIR, INC	1.5 TON A/C UNIT TO SERVER	5,000.00
		ALL STAR ROOFING , LLC	FINAL ON ROOF CITY HALL	31,677.26
		NYE & ASSOCIATES	FINAL FOR SOUND SYSTEM	4,395.50
		GARDNER ACOUSTICAL CEILINGS, LLC	CEILING TILES CH	25,360.00
		CLINT SUTTON	TAPE, TEXTURE SKYLIGHTS	800.00
		ACE HARDWARE & LUMBER COMPANY	CABINET PULLS	93.75
			OUTLETS AND SWITCHES	283.85
			WALL PLATES AND SWITCHES	40.62
			NEW CITY HALL WALL PLATES	68.60
			DOOR STOPS	29.95
			RETURN UNUSED WALL PLATES	30.64-
			ALBERTS OFFICE DOOR KNOB	21.99
			PAINT FOR HAND RAILS	95.33
			LASER LEVEL, HANING KITS	197.92
			NEW CH LASER LEVEL EXCHANG	39.01
			HANGING KITS	106.94-
			NUTS,BOLT, TAPE MEAS	37.65
			PODIUM REPAIRS	8.29
			NEW CITY HALL BATHROOM PAR	86.96
		BI-STONE BUILDING SUPPLY	SAFE WALL FOR PD	1,093.04
		CALL 4 COMPUTERS	CABLE ON SITE TESTING OF F	5,025.85
			RELOCATION TO CITY HALL	4,200.00
		WARD SIGN CO.	FORMED LETTERS	275.00
			VINYL GRAPHICS	<u>1,515.00</u>
			TOTAL:	145,407.99

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===== FUND TOTALS =====
01  GENERAL FUND                556,136.04
02  ENTERPRISE                  185,308.81
06  TDCJ                        29,002.74
07  HOTEL/MOTEL FUND            23,958.62
23  WESTWOOD WATER              118,081.11
25  CAPITAL IMPROVEMENT FUND    145,407.99
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GRAND TOTAL:                    1,057,895.31
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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: 8/01/2023 THRU 8/31/2023
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 8/01/2023 THRU 8/31/2023

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT 8/2023
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

DIRECTORS REPORT

September 5, 2023

Water and Wastewater Department:

1. City Wells in production are operating properly. Averaged 715 thousand gallons per day for the month of August. The water wells have produced 22 million gallons for the month of August.
2. Water Dept: A Monthly Report is attached for Mayor and Council review.
3. Water Dept: The City and Westwood meters were read on August 17. All went well.
4. The City did not turn services off or apply fees due to City Hall being moved to new building.
5. City Employees had a total of 104 Work Orders for the month of August. The city had 31 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 147 thousand gallons for the month of August. Westwood Wells have produced 4.5 million gallons for the month of August.

**Department Head
Report
Cont.**

Westwood Water Plants:

2. The City did not conduct cut off's due to extreme heat. However, fees were applied and 10 customers received red tags.
3. The City Employees had a total of 9 Work Orders for the month of July. 3 have not been completed and processed. A Service Order Report is attached.

Street and Construction Department:

1. Street Dept.: A complete report is attached.
2. Fuel Report- City's Fuel Pump is out of order. A Report is not available at this time.

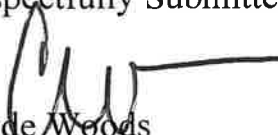
Parks Department:

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

Code Compliance Department:

1. Code Dept.: A Monthly Report is attached.

Respectfully Submitted,


Clyde Woods
Director of Public Works

**CITY OF FAIRFIELD - WATER SYSTEM
AUGUST 2023 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 Capacity Actually Pumped @100% Duty	Percent of Daily Capacity Actually Pumped @75% Duty	Percent of Daily Capacity Actually Pumped @50% Duty	INITIALS	TIME	CHLORINE RESIDUAL LOVE	CHLORINE RESIDUAL WATSON	CHLORINE RESIDUAL DISTRIBUTION
1	132	232	215	167	746,000	2,332,800	1,749,600	1,166,400	31.98%	42.64%	63.96%	RF	0800	0.23	0.92	0.22
2	174	239	160	217	790,000	2,332,800	1,749,600	1,166,400	33.86%	45.15%	67.73%	RF	0810	0.48	0.96	0.24
3	155	193	200	207	755,000	2,332,800	1,749,600	1,166,400	32.36%	43.15%	64.73%	RF	0723	1.06	1.03	0.32
4	181	289	229	113	812,000	2,332,800	1,749,600	1,166,400	34.81%	46.41%	69.62%	RF	0717	0.62	0.96	0.87
5	171	178	178	239	766,000	2,332,800	1,749,600	1,166,400	32.84%	43.78%	65.67%	RF	0705	1.42	1.03	0.72
6	139	186	207	181	713,000	2,332,800	1,749,600	1,166,400	30.56%	40.75%	61.13%	RF	0737	1.53	0.87	0.41
7	203	231	169	197	800,000	2,332,800	1,749,600	1,166,400	34.29%	45.72%	68.59%	MR	0802	1.38	0.83	0.61
8	151	202	203	229	785,000	2,332,800	1,749,600	1,166,400	33.65%	44.87%	67.30%	KL	0758	1.57	0.89	0.53
9	194	177	227	230	828,000	2,332,800	1,749,600	1,166,400	35.49%	47.33%	70.99%	KL	0800	1.39	0.92	0.63
10	151	217	179	167	714,000	2,332,800	1,749,600	1,166,400	30.61%	40.81%	61.21%	KL	0754	1.44	0.90	0.98
11	179	190	142	226	737,000	2,332,800	1,749,600	1,166,400	31.59%	42.12%	63.19%	KL	0754	1.57	0.92	0.96
12	204	298	221	243	966,000	2,332,800	1,749,600	1,166,400	41.41%	55.21%	82.82%	MR	0945	2.20	0.61	1.10
13	158	127	143	134	562,000	2,332,800	1,749,600	1,166,400	24.09%	32.12%	48.18%	MR	0840	1.56	0.70	0.89
14	148	174	181	197	700,000	2,332,800	1,749,600	1,166,400	30.01%	40.01%	60.01%	RF	0751	1.51	0.32	0.30
15	163	199	209	165	736,000	2,332,800	1,749,600	1,166,400	31.55%	42.07%	63.10%	DD	0747	1.74	0.67	0.82
16	159	163	181	166	669,000	2,332,800	1,749,600	1,166,400	28.68%	38.24%	57.36%	RF	0900	1.28	0.80	0.31
17	155	168	216	169	708,000	2,332,800	1,749,600	1,166,400	30.35%	40.47%	60.70%	DD	0739	1.47	0.85	1.10
18	200	161	152	214	727,000	2,332,800	1,749,600	1,166,400	31.16%	41.55%	62.33%	RF	0752	1.53	0.90	1.56
19	184	133	158	185	660,000	2,332,800	1,749,600	1,166,400	28.29%	37.72%	56.58%	DD	0805	1.59	0.99	0.89
20	197	180	212	162	751,000	2,332,800	1,749,600	1,166,400	32.19%	42.92%	64.39%	DD	1015	1.50	0.68	0.72
21	149	238	168	216	771,000	2,332,800	1,749,600	1,166,400	33.05%	44.07%	66.10%	DD	0824	2.55	0.86	0.94
22	191	183	160	199	733,000	2,332,800	1,749,600	1,166,400	31.42%	41.90%	62.84%	KL	0811	2.03	0.72	0.87
23	186	178	212	141	717,000	2,332,800	1,749,600	1,166,400	30.74%	40.98%	61.47%	KL	0757	1.42	0.86	1.02
24	202	151	142	200	695,000	2,332,800	1,749,600	1,166,400	29.79%	39.72%	59.59%	KL	0800	1.45	0.85	0.78
25	160	145	170	187	662,000	2,332,800	1,749,600	1,166,400	28.38%	37.84%	56.76%	KL	0801	1.65	0.72	0.82
26	211	197	214	212	834,000	2,332,800	1,749,600	1,166,400	35.75%	47.67%	71.50%	KL	0836	1.64	0.55	1.00
27	177	193	212	156	738,000	2,332,800	1,749,600	1,166,400	31.64%	42.18%	63.27%	KL	0830	1.24	0.53	0.97
28	91	54	105	90	340,000	2,332,800	1,749,600	1,166,400	14.57%	19.43%	29.15%	RF	0836	1.45	0.46	0.48
29	125	218	172	72	587,000	2,332,800	1,749,600	1,166,400	25.16%	33.55%	50.33%	DD	0835	1.70	0.65	1.11
30	141	201	165	149	656,000	2,332,800	1,749,600	1,166,400	28.12%	37.49%	56.24%	DD	0800	1.98	0.60	0.92
31	158	117	143	110	528,000	2,332,800	1,749,600	1,166,400	22.63%	30.18%	45.27%	RF	0720	1.82	0.65	1.59
Sum	5,189	5,812	5,645	5,540	22,186,000	72,316,800	54,237,600	36,158,400	N/A	N/A	N/A					
Average	167	187	182	179	715,677	N/A	N/A	N/A	30.68%	40.91%	61.36%					
Average (3) Highs																
Average (3) Lows																
MAX DAY					966,000											

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: August
 Minimum Specified Residual: 0.2 mg/L Year: 2023

		WATER PRODUCTION				
	Total Daily Production (G/D)	Measured Residual	Hours (decimal)	Flow Rate (gpm)	pH	Temp (°C)
1	746,000	0.22				
2	790,000	0.24				
3	755,000	0.32				
4	812,000	0.87				
5	766,000	0.72				
6	713,000	0.41				
7	800,000	0.61				
8	785,000	0.53				
9	828,000	0.63				
10	714,000	0.98				
11	737,000	0.96				
12	966,000	1.10				
13	562,000	0.89				
14	700,000	0.30				
15	736,000	0.82				
16	669,000	0.31				
17	708,000	1.10				
18	727,000	1.56				
19	660,000	0.89				
20	751,000	0.72				
21	771,000	0.94				
22	733,000	0.87				
23	717,000	1.02				
24	695,000	0.78				
25	662,000	0.82				
26	834,000	1.00				
27	738,000	0.97				
28	340,000	0.48				
29	587,000	1.11				
30	656,000	0.92				
31	528,000	1.59				
TOTAL	22,186,000					
AVG		0.80				
MIN		0.22				
MAX		1.59				
Any additional information you wish to provide: Information is not reported in MGD. It is reported as Actual gallons per day						
I certify that I am familiar with the information contained in this report and						
Operator's						
Signature		Date:				
Certificate No. and Class:		WO0028141 Class A				
TCEQ - ??? (07-??-09)		MSRMOR				

AUGUST REPORT 2023

- 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 – **252**
WW – **64**
- Dig up water valve at creek on IH-45. 6"X8" Reducer to 6" valve
- Repair AC line at kiddie park
- Move into new City Hall
- 596 Dejay – Repair service leak.
- Repair leak at school bus barn
- 1014 Walnut Creek – Repair service leak.
- Work orders
 - **#025707** – 917 Walnut Creek – Check meter. Customer says when he turned the water on, the line made a noise but no water flow. Problem on customer side. Water flow to the meters. **MR KL**
 - **#025711** – 531 Troy – Final billing. Read – **175954.82**. **MR KL**
 - **#025718** – 369 Heil – Get read and leave on. Read – **710408.67**. **KL MR**
 - **#025722** – 355 Cottonwood Creek – Set water tap and meter, **DD RF JJ BT KL MR RM**
Meter # - **210 384 033** EP # - **121 101 419** Read – **0**
 - **#025723** – 339 Wood – Mark water and sewer lines. **DD RF**
 - **#025714** – 618 Fount Kirby – Check for leak. Leak on gasket, replaced gasket. **MR KL BT**
 - **#025717** – 222 N Harmon – Final billing. Read – **101712.44**. **MR KL**
 - **#025719** – 323 Bond – Turn service on. Read – **140968.02**. **DD RF**
 - **#025729** – 308.5 E Main – Final billing. Read – **5435**. Bulk meter pulled. **DD RF**
 - **#025730** – 426 N Keechi – Turn off for repairs. **RF**
 - **#025735** – 222 N Harmon – Turn service on. Read – **101712.44**. **RF**

AUGUST REPORT 2023

- **#025737** – 630 W HWY 84 – Check pressure. **43 PSI. DD RF**
- **#025738** – 445 Sunset – Final billing. Read – **8032.85. DD RF**
- **#025739** – 111 Live Oak – Get read and leave on. Read – **167859.56. DD RF**
- **#025734** – 531 Troy – Turn service on. Read – **175954.82. MR KL**
- **#025743** – 1222 S Bateman – Get read and leave on. Read – **69199.72. MR KL**
- **#025746** – 276 FM 27 W – Turn on second meter. Read – **211171.64. RF**
- **#025747** – 440 W HWY 84 – Sewer stoppage. Toilet stopped up. **BT RF**
- **#025720** – 228 Oak – Final billing. Read – **227873.26. MR RF**
- **#025740** – 917 Walnut Creek – Mark water and sewer lines. **RF DD**
- **#025748** – 142 Forest – Pressure test. Cold water in the bathrooms. **52 PSI. RF MR**
- **#025749** – 314 N Mount – Get read and leave on. Read from Beacon – **40055.39. JJ**
- **#025751** – 313 Jefferson – Get read and leave on. Read from Beacon – **259014.89. JJ**
- **#025701** – 172 CR 1222 – Swap meter for smart meter – **DD RF**
New meter # - **221 430 890** EP # - **130 176 426** Read – **0**
- **#025725** – 125 S Fairway – Final billing. Read – **215424.32. RF DD**
- **#025755** – 228 Oak – Turn service on send read. Read – **227873.27. KL MR**
- **#025733** – 105 CR 1211 – Replace cut-off. Cut-off did not need to be replaced. Locking tab was just in a hard spot to get barrel lock on. **WT RF KL MR**
- **#025756** – 445 Sunset – Turn service on. Read – **8069.06. KL MR**
- **#025757** – 334 CR 1250 – Check for leak. Replaced meter gasket on our side. **WT RF KL MR**
- **#025758** – 444 E Commerce – Mark water/sewer lines @ HWY 278 and CR 1291. **BT KL MR**
- **#025759** – 228 Oak – Turn off for repairs. **MR KL**
- **#025760** – 330 Sunset – Turn off for repairs. **RF**
- **#025761** – 554 E Reunion – Sewer stoppage. Their side. **RF**
- **#024087** – 214 N Bateman – Swap meter out for smart meter. **MR KL**
Old Meter # - **324 66 210** Old Read – **12262**
New Meter # - **221 430 892** EP # - **131 149 636** Read – **0**
- **#025681** – 830 Old Palestine – Repaired leak. Marked box with flags for customer. **KL MR BT**
- **#025712** – 409 N Hall – Get read and leave on. Read – **349557.40. KL**

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- **#025726** – 409 E Bradley – Final billing. Read – **92264.23. KL**
- **#025750** – 317 W Reunion – Final billing. Read – **392172.40. RF CM**
- **#025769** – 219 N Hall – Replace meter and endpoint. **KL**

Old Meter # - **180 246 767** Read – **164.31**

New Meter # - **221 430 920** EP # - **131 149 771** Read – **0**
- **#025770** – 404 W Main – Mark water and sewer lines. **DD RF**
- **#025771** – 826 N Fairway – Mark water and sewer lines. **DD RF**
- **#025774** – 701 Kelly – Get read and leave on. Read – **136520.15. KL**
- **#025775** – 407 Trinity River – Check for leak. Leak on customer side. Customer asked to leave off until repairs made. **KL**
- **#025777** – 310 Ashley – Beacon shows leak, check for leak. Shows leak icon on meter, but box is dry. Rate shows **0.00 GPM**. Possibly a pool problem. **DD RF**
- **#025779** – 328 Childs – Final billing. Read – **187198.47. DD RF**
- **#025780** – 328 Childs – Turn service on. Read – **187198.47. DD RF**
- **#025781** – 105 CR 1211 – Turn service on. Read – **206472.43. KL MR**
- **#025782** – 600 Dejay – Turn off for repairs. **DD RF**
- **#025784** – 339 Wood – Mark water and sewer lines. **DD RF**
- **#025785** – 1042 S Fairway – Mark water and sewer lines. **DD Rf**
- **#025792** – 563 E Main – Get read and leave on. Read – **88726.12. MR KL**
- **#025793** – 467 Davis – Get read and leave on. Read from Beacon – **1333. SS**
- **#025794** – 596 Dejay – Get read and leave on. Read from Beacon – **1338. SS**
- **#025796** – 554 E Reunion – Check for leak. Leak on customer side. Spoke with customer, they are going to get a plumber. **JJ BT**
- **#025799** – 401 W Commerce – Sewer stoppage. Stoppage on customer side. Ran sewer rod and unstopped. Spoke with customer, going to get it fixed. **JJ BT**
- **#025803** – 380 Heil – Get read and leave on. Read from Beacon – **2013.021. SS**
- **#025805** – 161.5 CR 946 – Set bulk meter and furnish info. **DD RF**

Meter # - **170 27 730** Read – **5435**
- **#025811** – 534 Post Oak – Get read and leave on. Read from Beacon – **69923.66. JJ**

AUGUST REPORT 2023

- **#025795** – 121 Virginia – Meter info. **KL MR**
Meter Size – $\frac{3}{4}$ Meter # - **201 316 502** EP # - **120 826 131** Read – **17291.42**
- **#025798** – 219 W Comanche – Turn service on. Read – **119161.96. DD RF**
- **#025801** – 365 McDonald – Check for leak. No leak found, no icons, **0.00 GPM. DD RF**
- **#025808** – 823 E Main – Replace pop up cleanout lid. **DD RF**
- **#025814** – 950 Faircrest – Final billing. Read – **172391.71. DD RF**
- **#025820** – 454 Davis – Get read and leave on. Read from Beacon – **2214. SS**
- **#025823** – 320 N Steward – Turn service on. Read – **7250. DD RF**
- **#025797** – 717 Pecan – Get read and leave on. Read – **319261.12. KL MR**
- **#025812** – 717 Pecan – Mark water and sewer lines. **KL MR**
- **#025816** – 136 FM 27 W – Final billing. Read – **171358.89. DD RF**
- **#025821** – 444 E Commerce – Mark water and sewer lines. **DD Rf**
- **#025827** – 152 Carter – Get read and leave on. Read – **178399.37. RF DD**
- **#025828** – 710.5 IH 45 – Final billing. Read – **28826. Pulled. DD RF**
- **#025829** – 581 Sherwood – Turn service on. Read – **131597.88. KL MR**
- **#025787** – 162 Talford – Service leak. Replace service line from meter to main. **JJ BT RF DD KL MR**
- **#025773** – 456 E Bradley – Service leak. Placed splice in tubing. **JJ DD BT RF KL MR**
- **#025807** – 835 N Fairway – Service leak. Replace tubing from meter to main. **JJ BT RF DD KL MR**
- **#025831** – 915 S Fairway – Sewer leak under trailer. Met Opal To determine If sewer. Turn water off and locked with lock box until repairs are made. **JJ BT RF DD**
- **#025835** – 300 Love – Check for leak. Box is dry. Customer side. **DD SS**
- **#025836** – 350.5 IH 45 – Final billing. Pull meter. **SS**
- **#025850** – 446 Huckaby – Check for leak. No leak found. **RF**
- **#025838** – 385 S Fairway – High bill complaint. No leak, no icon, meter **0** out. **RF**
- **#025842** – 166 Talford – Leak caused by city after repairs done. Fixed. **JJ BT RF KL MR**
- **#025851** – 479 Mockingbird – Final billing. Read – **272275.29. KL**
- **#025715** – 351 McDonald – Final billing. Read – **287647.33. MR KL**
- **#025716** – 313 James – Final billing. Read – **226241.26. MR KL**
- **#025837** – 222 N Harmon – Get read and leave on. Read – **103293.72. MR KL**

AUGUST REPORT 2023

- Water production Fairfield – **22.186**
- Water production Westwood – **4.565**

James, Bubba, Ronnie, Dustin, Kyle, Marco

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

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
DIG - DIG OUT DRAINAGE DITCH	1	0	0	0	0
OFF - TURN SERVICE OFF	12	2	0	0	1
OC/CH - OCCUPANT CHANGE	13	5	0	0	0
LK@M - LEAK @ METER	7	6	0	0	0
ON - TURN SERVICE ON	9	2	0	0	2
WTP - SET WATER TAP	1	1	0	0	0
LIN - LINE LOCATE	9	2	0	0	2
REPR - REPAIRS	2	0	0	0	0
PRES - PRESSURE TEST	2	0	0	0	0
SWAP - METER SWAP	2	2	0	0	0
STP - SET SEWER TAP	0	2	0	0	1
UN - UNSTOP SEWER	3	2	0	0	0
MISC - VARIOUS	6	3	0	0	0
AC - DEAD ANIMAL	1	0	0	0	0
CUL - INSTALL CULVERT	1	0	0	0	0
MAIN - LEAK/PROBLEM W/MAIN	3	0	0	0	0
MI - METER INFORMATION	0	1	0	0	0
CLEAR - CLEAR CULVERT	0	1	0	0	0
POT - FILL POTHOLES	1	0	0	0	0
RERED - REREAD	0	1	0	0	0
SVCHG - SET METER	0	1	0	0	0
TOTAL ALL CODES	73	31	0	0	6

MIMS CREEK WASTEWATER PLANT

MONTHLY REPORT

AUGUST 2023

1. Average monthly flow- .177 gpm.
2. Average monthly sludge blanket- 7.1 ft
3. Treated- 5.49 mgd.
4. Monthly DMR done.
5. Pulled approximately 89,000 gals.
6. Wasted approximately 172,000 gals.
7. Smith Pump brought back and installed rebuilt pump for wet well at Mims Creek WWTP.
8. Had to washout A/C at Thousand Oaks Liftstation MCC room.
9. #1 aerator down, Called J&H Electric, confirmed motor is bad.
10. Custom Hose and Waston's crane and operator here to replace rebuilt aerator, change motor on #1 aerator and take another one for rebuild.
11. Had to completely disassemble the polymer pump to clean the buildup out before we could pull sludge again.
12. Got the new switch in for the tractor but it didn't fix it. Found another switch that was the problem. The tractor was taken to Sandy Land Equipment for repairs.

City of Fairfield

Public Works – TDCJ Boyd Unit

Date: 9-1-23 (AUGUST Report)

WWTP

1. Pulled Appx. 49,000 gallons of sludge from Digester.
2. Average Daily Flow .173 MGD
3. Average Blanket 28.1 inches
4. Treated 5.358 MG through Boyd Unit for the month.
5. Submit DMR report to TCEQ

WTP

1. Submit BacT samples
2. Average Daily Flow .226 MGD
3. Treated 6.999 MG
4. Lead & Copper sampling results are in. Preparing final reports.

Lots of storm damage this month (trees & fencing)

Also experiencing electronics damages from the heat.

CITY OF FAIRFIELD / WESTWOOD UTILITIES - WATER SYSTEM
AUGUST 2023 DAILY LOG

Date	Master 1	Master 2	Total Gallons Pumped	Total Combined Capacity @100% Duty	Total Combined Capacity @75% Duty	Total Combined Capacity @50% Duty	Percent of Daily Capacity Actually Pumped @100% Duty	Percent of Daily Capacity Actually Pumped @75% Duty	Percent of Daily Capacity Actually Pumped @50% Duty			CHLORINE RESIDUAL Plant 1 HENRY BROWN	CHLORINE RESIDUAL Plant 2 INDUSTRIAL	CHLORINE RESIDUAL DISTRIBUTION
	Gal / Day Pumped	Gal / Day Pumped								Initial	Time			
1	0	102,000	102,000	712,800	534,600	356,400	14.31%	19.08%	28.62%	RF	0825	1.54		1.42
2	0	108,000	108,000	712,800	534,600	356,400	15.15%	20.20%	30.30%	RF	0840	1.90		1.78
3	0	101,000	101,000	712,800	534,600	356,400	14.17%	18.89%	28.34%	RF	0815	1.73		1.24
4	0	102,000	102,000	712,800	534,600	356,400	14.31%	19.08%	28.62%	RF	0833	2.20		1.75
5	0	103,000	103,000	712,800	534,600	356,400	14.45%	19.27%	28.90%	RF	0810	2.20		0.28
6	0	102,000	102,000	712,800	534,600	356,400	14.31%	19.08%	28.62%	RF	0746	2.20		0.44
7	0	106,000	106,000	712,800	534,600	356,400	14.87%	19.83%	29.74%	MR	0830	2.09		0.51
8	0	105,000	105,000	712,800	534,600	356,400	14.73%	19.64%	29.46%	KL	0830	1.59		0.59
9	0	102,000	102,000	712,800	534,600	356,400	14.31%	19.08%	28.62%	KL	0840	1.70		0.69
10	61,000	113,000	174,000	712,800	534,600	356,400	24.41%	32.55%	48.82%	KL	0845	2.20	0.26	1.25
11	60,000	94,000	154,000	712,800	534,600	356,400	21.60%	28.81%	43.21%	KL	0847	1.60	0.28	0.62
12	90,000	137,000	227,000	712,800	534,600	356,400	31.85%	42.46%	63.69%	MR	1015	1.78	0.39	0.85
13	59,000	101,000	160,000	712,800	534,600	356,400	22.45%	29.93%	44.89%	MR	0900	1.52	0.28	0.75
14	60,000	83,000	143,000	712,800	534,600	356,400	20.06%	26.75%	40.12%	RF	0805	1.52	0.32	0.46
15	73,000	110,000	183,000	712,800	534,600	356,400	25.67%	34.23%	51.35%	DD	0830	2.20	0.32	1.42
16	82,000	92,000	174,000	712,800	534,600	356,400	24.41%	32.55%	48.82%	DD	0822	2.20	0.32	1.72
17	80,000	109,000	189,000	712,800	534,600	356,400	26.52%	35.35%	53.03%	DD	0912	2.20	0.26	1.84
18	75,000	98,000	173,000	712,800	534,600	356,400	24.27%	32.36%	48.54%	RF	0740	1.91	0.29	1.77
19	85,000	100,000	185,000	712,800	534,600	356,400	25.95%	34.61%	51.91%	DD	0845	1.95	0.45	0.42
20	73,000	128,000	201,000	712,800	534,600	356,400	28.20%	37.60%	56.40%	DD	1045	2.20	0.35	0.32
21	64,000	90,000	154,000	712,800	534,600	356,400	21.60%	28.81%	43.21%	DD	0900	0.77	0.77	1.12
22	66,000	110,000	176,000	712,800	534,600	356,400	24.69%	32.92%	49.38%	KL	0848	0.62	0.91	1.01
23	72,000	97,000	169,000	712,800	534,600	356,400	23.71%	31.61%	47.42%	KL	0834	0.62	1.06	1.09
24	83,000	103,000	186,000	712,800	534,600	356,400	26.09%	34.79%	52.19%	KL	0859	0.66	0.83	0.94
25	81,000	85,000	166,000	712,800	534,600	356,400	23.29%	31.05%	46.58%	KL	0840	0.63	1.03	1.11
26	94,000	135,000	229,000	712,800	534,600	356,400	32.13%	42.84%	64.25%	KL	0927	0.61	1.01	1.23
27	67,000	119,000	186,000	712,800	534,600	356,400	26.09%	34.79%	52.19%	KL	0920	0.61	0.97	1.21
28	34,000	53,000	87,000	712,800	534,600	356,400	12.21%	16.27%	24.41%	DD	0849	0.70	0.84	1.17
29	29,000	70,000	99,000	712,800	534,600	356,400	13.89%	18.52%	27.78%	DD	0845	0.63	0.86	0.82
30	36,000	60,000	96,000	712,800	534,600	356,400	13.47%	17.96%	26.94%	DD	0812	0.62	0.56	0.73
31	39,000	84,000	123,000	712,800	534,600	356,400	17.26%	23.01%	34.51%	RF	0810	0.66	0.49	0.59
Sum	1,463,000	3,102,000	4,565,000	22,096,800	16,572,600	11,048,400	N/A	N/A	N/A					
Average	47,194	100,065	147,258	N/A	N/A	N/A	20.66%	27.55%	41.32%					
										CL2 AVERAGE		1.47	0.58	1.00
										MIN DAY MAX DAY		0.61 2.20	0.26 1.06	0.28 1.84

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: August
 Minimum Specified Residual: 0.2 mg/L Year: 2023

		WATER PRODUCTION				
	Total Daily Production (G/D)	Measured Residual	Hours (decimal)	Flow Rate (gpm)	pH	Temp (°C)
1	102,000	1.42				
2	108,000	1.78				
3	101,000	1.24				
4	102,000	1.75				
5	103,000	0.28				
6	102,000	0.44				
7	106,000	0.51				
8	105,000	0.59				
9	102,000	0.69				
10	174,000	1.25				
11	154,000	0.62				
12	227,000	0.85				
13	160,000	0.75				
14	143,000	0.46				
15	183,000	1.42				
16	174,000	1.72				
17	189,000	1.84				
18	173,000	1.77				
19	185,000	0.42				
20	201,000	0.32				
21	154,000	1.12				
22	176,000	1.01				
23	169,000	1.09				
24	186,000	0.94				
25	166,000	1.11				
26	229,000	1.23				
27	186,000	1.21				
28	87,000	1.17				
29	99,000	0.82				
30	96,000	0.73				
31	123,000	0.59				
TOTAL	4,565,000					
AVG		1.00				
MIN		0.28				
MAX		1.84				
Any additional information you wish to provide: _____ Information is not reported in MGD. It is reported as Actual gallons per day!						
I certify that I am familiar with the information contained in this report						
Operator's _____						
Signature _____ Date: _____						
Certificate No. and Class: WO0028141 Class A						
TCEQ - ??? (07-??-09) _____ MSRMOR						

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

JOB CODE	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
MISC - VARIOUS	1	0	0	0	0
TO2 - 2ND METER ON/OFF	1	0	0	0	0
MAIN - LEAK/PROBLEM W/MAIN	1	0	0	0	0
LK@M - LEAK @ METER	1	0	0	0	0
ON - TURN SERVICE ON	1	1	0	0	0
OC/CH - OCCUPANT CHANGE	1	0	0	0	0
WTP - SET WATER TAP	0	2	0	0	0
TOTAL ALL CODES	6	3	0	0	0

From: Clyde Woods
Sent: Tuesday, September 5, 2023 8:40 AM
To: Nate Smith
Subject: FW:

From: Claudis Measles <randymeasles@gmail.com>
Sent: Saturday, September 2, 2023 9:00 AM
To: Clyde Woods <clyde.woods@fairfieldtexas.gov>
Subject:

8-1-23. Two 2" water taps in industrial park. Put out asphalt. Cut tree limbs for school buses. Worked at city hall.
8-2-23 finished water taps at industrial. Cutting limbs on bus routes.
8-3-23 cutting limbs on bus routes.
8-4-23 cutting limbs on bus routes. Put out asphalt. Washed and greased backhoes.

8-7-23 changed out street signs on Main Street. Helped bubba with water tap. Worked on oak street shoulder. Put in drainage pipe at paterson well.
8-8-23 helped bubba with water leak on 1260. Put in road at Paterson well. Picked up limbs on sunset.
8-9-23 dug up valve on interstate with water department. Dug ditch at 805 pecan Street.
8-10-23 dug ditch at 717 pecan street. Leveled area around meter at 300 cr 1220. Dug ditch on clark Street.
8-11-23 helped bubba with water leak at la Quinta. Mowed area behind coles bbq. Started moving city hall.

8-14-23 fixed water leak at the park. Worked at city hall.
8-15-23 moved city hall
8-16-23 moved city hall
8-17-23 moved city hall. Moved PD.
8-18-23 washed and greased backhoes. Moved PD

8-21-23 dug ditch on sunnyvale.
8-22-23 put in culvert on Walnut Creek.
8-23-23 dug ditch on childs drive. Washed sidewalk at city hall. Fixed potholes on williford.
8-24-23 blew off parking lot at city hall.
Dug ditch on Walnut Creek.
8-25-23 washed and greased backhoes.

8-29-23 picked up brush from storms. 8-30-23 picked up limbs from storm. Helped water department with water leak in alley on dejay. Hang map at city hall.
8-31-23 picked up and cut limbs on church street. Worked with water department at 1014 Walnut Creek water leak.
Picked up limbs at the park. Worked on boom tractor (blowing fuses)
9-1-23 washed and greased backhoes. Worked on work orders. Cleaned office at city barn.

Daily Routine, clean bathrooms twice daily, pick up trash throughout entire park, change trash cans as needed, & water all plants as needed, watered plants around green barn everyday

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

Mowed Chamber, Current City Hall, Fire Station, Old City Hall Lot, Corner @ Barn stop, Mowed the Corner by the Lions Club Cans and mowed at the soon to be City Hall every week if possible we do our very best to keep everything looking good for the public

Worked on projects at City Hall helping out doing whatever was needed

Worked on getting things for the pond, and got it completely cleaned out and back looking good again

Worked on mowers

Cleaned the green barn and set up for meetings

Set up for events outside in the park

Put signs back up on Kiddy Park and worked on fence

Helped the guys that are building the new basketball courts with whatever they need to help it move along faster, there still not done yet

Re plumbed a water line by the new basketball courts

Painted more post in park down my the kiddy park bathrooms

Fertilized all the roses and have been watering some of our litter trees in the park to help the stress of this weather to help keep them alive

Cleaned out all 3 big flower beds in front of park

Cleaned up flower beds around City hall and trimmed roses, mowed also

Put ceiling tiles back in place inside city hall and helped with a few other things

Watering everything including some of our smaller trees due to the lake of no rain

Been working on getting the pond cleared, we have made some adjustments and should be seeing improvements on it soon

Cleaned the flower bed out by the green barn

Blowed the square off every Friday

Put out signs for the car show

Pressure washing sidewalks and other places in the park when we can

Got with Brenda and set up car and flags on the square for the upcoming car show

Spent days cleaning up limbs all over the park, had some help from streets dept. on some of the bigger ones

Set up for corner stone feed the families bbq cook-off

Set green barn up for several meetings and cleaned up afterwards

Helped read meters in Westwood

Worked on a few different water leaks in park

Over all maintaining the park facilities and events

2022-68	Richard & Betty Tinsley	581 E. Commerce	Article 3	12/6/2022	Letter sent		Proprty owner has serious medical conditions, keeping mowing up trying to find someone reasonable to demolish structure, estimates around \$8,000 . Sent contractor list. Hardship
2023-0025	Parcel 18742 Clark Street (Property 1)	Daniel Gatson	Article 3	4/24/2023	Letter sent	File togetherNext court	Next court September 12, , 2023 still no progress
2023-0026	Parcel 18741 Clark Street (Property 2)	Daniel Gatson	Article 6 & Article 3	4/24/2023	letter saent	COURT 6/11 -next court AUG.8	Still no progress . Next court dateSeptember 12 2023
2023-32	344 McDonald	Michael & Navlet Daniels	Article 3	6/27/2023	Letter sent	Follow up July 5th	Extension August 5, 2023- closed
2023-33	641 E. Commerce	ELSKED- (S. Daniel)	Article 3	8/15/2023	Letter sent	Follow up August 22, 2023	Permit issued, in process of moving structure. Clyde approved to send letter. Green card received 8/29/2023
2023-34	310 S. Hall Street	Perez Jose Arturo Davila New Owner	Article 3	6/27/2023	Letter sent	Application for Complaint	Submitted to Jacob for approval 7/25/2023. set for court 9/12/2023
2023-35	414 Bond Street	Garrett & Taylor German	Article 3	7/25/2023		Follow up August 2, 2023	There is a building permit good until 02/24 clyde approved
2023-36	888 W. HWY 84,	Sun Development LP	Article 3	7/26/2023	Letter sent	Followup August 2, 2023	File has building permit will expirer 02/9/24, no work started yet
2023-38	1042 S. Fairway	Jeremy Brackens -new owner	Article 3	8/8/2023		Letter sent 8/8/2023	Follow up 8/15/2023. spoke with Mr. Brackens applying for bldg permit today. Will let me know when he applies. Structure being demolished
2023-39	915 S. Fairway	Michael & Navlet Daniels	Article 3	8/30/2023		pending	
2023-40	112 N Bateman	Ellis Chappell est.	Article 3	8/30/2023		pending	

FAIRFIELD POLICE DEPARTMENT

CALL VOLUME LOG 2023

August	Mnthly Ttls	Daily Avg
911 TRANSFER CALLS	54	1.741935484
PD DIRECT EMERGENCY CALLS	35	1.129032258
NON-EMERGENCY CALLS FOR SERVICE	99	3.193548387
911 HANGUP/ABANDON CALLS	2	0.064516129
PD CALLS TAKEN BY SO	1	0.032258065
SO CALLS TAKEN BY PD	35	1.129032258
PD CALLS TO ASSIST FCSO	2	0.064516129
MISC CALLS	310	10
ANIMAL CONTROL CALLS	22	0.709677419
PUBLIC WORKS CALLS	10	0.322580645

2023 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	34	35	69	13	5	29	7	237	11	7	447	44.70
February	32	24	83	0	6	38	0	258	9	9	459	45.9
March	32	20	88	0	3	38	1	276	14	5	477	47.7
April	44	46	115	2	4	35	0	274	9	7	536	53.6
May	36	34	105		8	28	5	288	15	2	521	57.88888889
June	48	37	106	1	4	43	9	307	6	2	563	56.3
July	61	23	102	0	1	39	5	308	11	1	551	55.1
August	54	35	99	2	1	35	2	310	22	10	570	57
September											0	#DIV/0!
October											0	#DIV/0!
November											0	#DIV/0!
December											0	#DIV/0!
Yearly Totals	341	254	767	18	32	285	29	2258	97	43	4124	412.4

FAIRFIELD POLICE DEPARTMENT

End of Month Report

(Crash Reports, Offense Reports, Arrests)

CRASH REPORTS

Aug-23

C-2023-0037	2301294	8/2/2023	303/320	[REDACTED]	N/A	[REDACTED]	8/28/2023
C-2023-0038	2301320	8/6/2023	307/320	[REDACTED]	N/A	[REDACTED]	8/9/2023
C-2023-0039	2301366	8/15/2023	302/320	[REDACTED]	[REDACTED]	[REDACTED]	8/28/2023
C-2023-0040	2301391	8/17/2023	306/317	[REDACTED]	[REDACTED]	[REDACTED]	
C-2023-0041	2301407	8/21/2023	303/319	[REDACTED]	[REDACTED]	[REDACTED]	8/28/2023
C-2023-0042	2301431	8/25/2023	305/318	[REDACTED]	[REDACTED]	[REDACTED]	
C-2023-0043	2301451	8/30/2023	303/319	[REDACTED]	[REDACTED]	[REDACTED]	

OFFENSE REPORTS

O-2023-0179	2301286	3/1/2023	HARASSMENT	[REDACTED]	[REDACTED]	302/320	N		
O-2023-0180	2301289	8/1/2023	EVADING ARREST	[REDACTED]	[REDACTED]	307/319	Y		
O-2023-0181	2301315	8/5/2023	ASSAULT FAMILY VIOLENCE	[REDACTED]	[REDACTED]	302/320	Y		
O-2023-0182	2301323	8/6/2023	DESTRUCTION OF PROPERTY	[REDACTED]	[REDACTED]	304/320	N		
O-2023-0183	2301325	8/6/2023	INFO REPORT	[REDACTED]	[REDACTED]	307/317	N		
O-2023-0184	2301343	8/10/2023	INFO REPORT	[REDACTED]	[REDACTED]	302/320	N		
O-2023-0185	2301360	8/14/2023	CT/UNLAWFUL POSS. FIREARM	[REDACTED]	[REDACTED]	304/320	Y		
O-2023-0186	2301361	8/14/2023	THREATS	[REDACTED]	[REDACTED]	302/317	N		
O-2023-0187	2301364	8/15/2023	WARRANT ARREST	[REDACTED]	[REDACTED]	302/320	Y		
O-2023-0188	2301365	8/15/2023	INFO REPORT	[REDACTED]	[REDACTED]	302/320	N		
O-2023-0189	2301367	8/15/2023	CT	[REDACTED]	[REDACTED]	302/317	N		
O-2023-0190	2301369	8/15/2023	MIP	[REDACTED]	[REDACTED]	307/317	N		
O-2023-0191	2301396	8/19/2023	THEFT	[REDACTED]	[REDACTED]	302/320	N		
O-2023-0192	2301400	8/19/2023	FAMILY VIOLENCE/TERRORISTIC	[REDACTED]	[REDACTED]	304/320	Y		
O-2023-0193	2301404	8/21/2023	INFO REPORT	[REDACTED]	[REDACTED]	305/318	N		
O-2023-0194	2301408	8/22/2023	CT	[REDACTED]	[REDACTED]	303/318	N		
O-2023-0195	2301412	8/23/2023	UNATTENDED DEATH	[REDACTED]	[REDACTED]	302/320	N		
O-2023-0196	2301418	8/24/2023	CT	[REDACTED]	[REDACTED]	304/317	N		
O-2023-0197	2301452	8/30/2023	VANDALISM	[REDACTED]	[REDACTED]	305/319	N		

ARRESTS

O-2023-0180	8/1/2023	EVADING ARREST	[REDACTED]	N	[REDACTED]	M	[REDACTED]		
O-2023-0181	8/5/2023	ASSAULT FAMILY VIOLENCE	[REDACTED]	N	[REDACTED]	M	[REDACTED]		
O-2023-0185	8/14/2023	UNLAWFUL POSS. FIREARM	[REDACTED]	N	[REDACTED]	M	[REDACTED]		
O-2023-0192	8/19/2023	ASSAULT FAMILY VIOLENCE/TERRORISTIC THREA	[REDACTED]	N	[REDACTED]	M	[REDACTED]		

End of Month Report - SUPPLEMENTAL (Animal Control & Agency Assist Report)

8/2	305	834		LOOSE DOGS	[REDACTED]	NA	305	[REDACTED]
8/3	AC	821		FERAL CAT	[REDACTED]	NA	AC	[REDACTED]
8/7	305	739		LOOSE DOGS	[REDACTED]	NA	305	[REDACTED]
8/16	AC	920		STRAY DOGS	[REDACTED]	NA	AC	[REDACTED]
8/16	305	1202	1203	LOOSE DOG	[REDACTED]	NA	305	[REDACTED]
8/16	305/AC	1450	1451	LOOSE DOG	[REDACTED]	NA	305/AC	[REDACTED]
8/20	307/AC	0424	425	LOOSE PIG	[REDACTED]	NA	307/AC	[REDACTED]
8/21	318/AC	722		CAT IN TRAP	[REDACTED]		AC	[REDACTED]
8/29	318/305	845		MULTIPLE DOGS	[REDACTED]		AC	[REDACTED]
8/30	318/AC	734		RACCOON IN TRAP	[REDACTED]		AC	[REDACTED]

AGENCY ASSIST

--	--	--	--	--	--	--	--	--

305	8/31/2023	830	830	832		ASSIST FCSO	1206 REQUESTED OFFICER MAKE CONTACT AT 315 BOND ST IN REF TO RUN AWAY 14 YO CAMERON MCCABE		
-----	-----------	-----	-----	-----	--	-------------	--	--	--

Totals by cost from 8/1/2023 through 8/31/2023

<u>Cost Description</u>	<u>Amount</u>
Building Security Fund Fee	20.71
Deferral Bond Fee	100.00
Deferral Expense Fee	71.00
Fine	121.00
Local Traffic Fee	3.64
Local Truancy and Prevention	21.13
Municipal Jury Fund	0.43
OMNIBASE	30.00
State consolidated fees	261.94
State Traffic Fee	61.25
Technology Fund Fee	16.90

Total Amount	708.00
---------------------	---------------

Total Over Short	0.00
-------------------------	-------------

9:48:37AM

Revenue group totals from 8/1/2023 through 8/31/2023

<u>Revenue Group</u>	<u>Revenue Group Total</u>
Revenue Group 1	329.61
Revenue Group 5	378.39
Over Short Total	0.00

Totals by account from 8/1/2023 through 8/31/2023

<u>Account</u>	<u>AccountTotal</u>
	458.14
000000000000001	30.00
00022641290000	20.71
111913073	199.15
Total Amount	708.00
Amount of Bond Transferred to Payment	0.00
Total Deposit	708.00
Over Short Total	0.00



THE TEXAS OFFICE OF COURT ADMINISTRATION

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Judge: George Robinson

Clerk:

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Criminal

Civil

Juvenile

Additional

720810100, Freestone County, Fairfield: August 2023

Report was Entered Successfully

CASES ON DOCKET

TRAFFIC MISDEMEANORS

NON-TRAFFIC MISDEMEANORS

	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
CASES PENDING FIRST OF MONTH (Equals total cases pending end of previous month.)	1314	95	0	1	1147	103
DOCKET ADJUSTMENTS	0	0	0	0	0	0
1. CASES PENDING FIRST OF MONTH (Adjusted)	1314	95	0	1	1147	103
a. Active Cases	679	68	0	1	584	102
b. Inactive Cases	635	27	0	0	563	1
No Activity ☐						
2. NEW CASES FILED (Include all new cases filed, including those that may also have been disposed this month.)	3	0	0	0	4	1
3. CASES REACTIVATED	0	0	0	0	0	0
4. ALL OTHER CASES ADDED	0	0	0	0	0	0
5. TOTAL CASES ON DOCKET (Sum of Lines 1a, 2, 3 & 4.)	682	68	0	1	588	103
DISPOSITIONS						
6. DISPOSITIONS PRIOR TO COURT APPEARANCE OR TRIAL						
a. Uncontested Dispositions (Disposed without appearance before a judge (CCP Art. 27.14).)	6	0	0	0	5	4
b. Dismissed by Prosecution	0	0	0	0	0	2
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 (CCP, Art. 45.0511)	2					
b. After Deferred Disposition (CCP, Art. 45.051)	0	0	0	0	0	0
c. After Teen Court (CCP, Art. 45.052)	0	0	0	0	0	0
d. After Tobacco Awareness Course (HSC, Sec. 161.253)					0	
e. After Treatment for Chemical Dependency (CCP, Art. 45.053)				0	0	
f. After Proof of Financial Responsibility (TC, Sec. 601.193)	0					
g. All Other Transportation Code Dismissals	0	0	0	0	0	0
9. ALL OTHER DISPOSITIONS	1	0	0	0	0	0
10. TOTAL CASES DISPOSED (Sum of Lines 6, 7, 8 & 9.)	9	0	0	0	5	6
11. CASES PLACED ON INACTIVE STATUS	0	0	0	0	0	0
12. CASES PENDING END OF MONTH (Sum of Lines 12a & 12b.)	1308	95	0	1	1146	98
a. Active Cases (Line 5 minus the sum of Lines 10 & 11.)	673	68	0	1	583	97
b. Inactive Cases (Line 1b minus Line 3, plus Line 11.)	635	27	0	0	563	1
13. SHOW CAUSE AND OTHER REQUIRED 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

Notes:**Prepared By:** DonnaB[Submit](#)



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Criminal**Civil****Juvenile****Additional**

720810100, Freestone County, Fairfield: August 2023

Report was Entered Successfully

CASES ON DOCKET

TOTAL CASES

CASES PENDING FIRST OF MONTH

0

(Equals total cases pending end of previous month.)

DOCKET ADJUSTMENTS

0

1. CASES PENDING FIRST OF MONTH (Adjusted)

0

a. Active Cases

0

b. Inactive Cases

0

No Activity ☐

2. NEW CASES FILED

0

(Include all new cases filed, including those that may also have been disposed this month.)

3. CASES REACTIVATED

0

4. ALL OTHER CASES ADDED

0

5. TOTAL CASES ON DOCKET

0

(Sum of Lines 1a, 2, 3 & 4.)

DISPOSITIONS

6. UNCONTESTED CIVIL FINES OR PENALTIES

0

7. DEFAULT JUDGMENTS

0

8. AGREED JUDGMENTS

0

9. TRIAL/HEARING BY JUDGE/HEARING OFFICER

0

10. TRIAL BY JURY

0

11. DISMISSED FOR WANT OF PROSECUTION

0

12. ALL OTHER DISPOSITIONS

0

13. TOTAL CASES DISPOSED

0

(Sum of Lines 6 through 12.)

14. CASES PLACED ON INACTIVE STATUS

0

15. CASES PENDING END OF MONTH

0

(Sum of Lines 15a & 15b.)

a. Active Cases

0

(Line 5 minus the sum of Lines 13 & 14.)

b. Inactive Cases

0

(Line 1b minus Line 3, plus Line 14.)

16. CASES APPEALED

a. After Trial

0

b. Without Trial

0

Notes:

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Prepared By: DonnaB[Submit](#)



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Municipal Court: Fairfield

Judge: George Robinson

Clerk:

[Municipal Main Menu](#) > [Monthly Report Search](#) > [Monthly Report](#)
Criminal**Civil****Juvenile****Additional**

720810100, Freestone County, Fairfield: August 2023

Report was Entered Successfully

No Activity ☐

	TOTAL CASES
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 <i>(HSC, Ch. 481)</i>	0
5. TOBACCO CASES FILED <i>(HSC, Sec. 161.252)</i>	0
6. TRUANT CONDUCT CASES FILED <i>(Family Code, Sec. 65.003(a))</i>	0
7. EDUCATION CODE (Except Failure to Attend) CASES FILED	0
8. VIOLATION OF LOCAL DAYTIME CURFEW ORDINANCE CASES FILED <i>(Local Govt. Code, Sec. 341.905)</i>	0
9. ALL OTHER NON-TRAFFIC, FINE-ONLY CASES FILED	0
10. TRANSFER TO JUVENILE COURT	
a. Mandatory Transfer <i>(Fam. Code, Sec. 51.08(b)(1))</i>	0
b. Discretionary Transfer <i>(Fam. Code, Sec. 51.08(b)(2))</i>	0
11. ACCUSED OF CONTEMPT AND REFERRED TO JUVENILE COURT (DELINQUENT CONDUCT) <i>(CCP, Art. 45.050(c)(1))</i>	0
12. HELD IN CONTEMPT BY CRIMINAL COURT (FINED AND/OR DENIED DRIVING PRIVILEGES) <i>(CCP, Art. 45.050(c)(2))</i>	0
13. JUVENILE STATEMENT MAGISTRATE WARNING	
a. Warnings Administered	0
b. Statements Certified <i>(Fam. Code, Sec. 51.095)</i>	0
14. DETENTION HEARINGS HELD <i>(Fam. Code, Sec. 54.01)</i>	0
15. ORDERS FOR NON-SECURE CUSTODY ISSUED	0
16. PARENT CONTRIBUTING TO NONATTENDANCE CASES FILED <i>(Ed. Code, Sec. 25.093)</i>	0

Notes:

//

Prepared By: DonnaB

[Submit](#)



THE TEXAS OFFICE OF COURT ADMINISTRATION

Court Activity Reporting and Directory System

Build Version 1.1.8377.29713

Last Login: 9/5/2023 9:57:48 AM

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Municipal Court: Fairfield

Judge: George Robinson

Clerk:

[Municipal Main Menu](#) > [Monthly Report Search](#) > [Monthly Report](#)
Criminal**Civil****Juvenile****Additional**

720810100, Freestone County, Fairfield: August 2023

Report was Entered Successfully

No Activity ☐

NUMBER GIVEN

NUMBER REQUESTS
FOR COUNSEL**1. MAGISTRATE WARNINGS**

a. Class C Misdemeanors

0

b. Class A and B Misdemeanors

0

0

c. Felonies

0

0

TOTAL

2. ARREST WARRANTS ISSUED

a. Class C Misdemeanors

0

b. Class A and B Misdemeanors

0

c. Felonies

0

3. CAPIASES PRO FINE ISSUED

1

4. SEARCH WARRANTS ISSUED

0

5. WARRANTS FOR FIRE, HEALTH AND CODE INSPECTIONS FILED (CCP, Art. 18.05)

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 (CCP, Art. 17.441)

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 (TC, Sec. 521.300)

0

12. DISPOSITION OF STOLEN PROPERTY HEARINGS HELD (CCP, Ch. 47)

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	1
17. AMOUNT OF FINES AND COURT COSTS WAIVED FOR INDIGENCY <i>(Round to the nearest dollar)</i>	174
18. FINES, COURT COSTS AND OTHER AMOUNTS COLLECTED <i>(Round to the nearest dollar)</i>	
a. Kept by City	354
b. Remitted to State	353
c. Total	708

Notes:

//

Prepared By: DonnaB[Submit](#)

Officer Ticket Count

Report Dates 8/1/2023 through 8/31/2023

Officer	Viol	Description	Number
Jennifer Beaver	2		
Jennifer Beaver	2102	EXPIRED/NO REGISTRATION	1
Jennifer Beaver	3002	LIABILITY INSURANCE - FMFR	1
MARY WARREN	1		
MARY WARREN	5017	HIGH WEEDS OR GRASS - HEALTH - CITY ORDIN.	1
Rodney Price	5		
Rodney Price	2210	SPEEDING CONSTRUCTION ZONE	2
Rodney Price	2247	SPEEDING 23-28	1
Rodney Price	2248	SPEEDING 29-34	2
Total number of violations			8

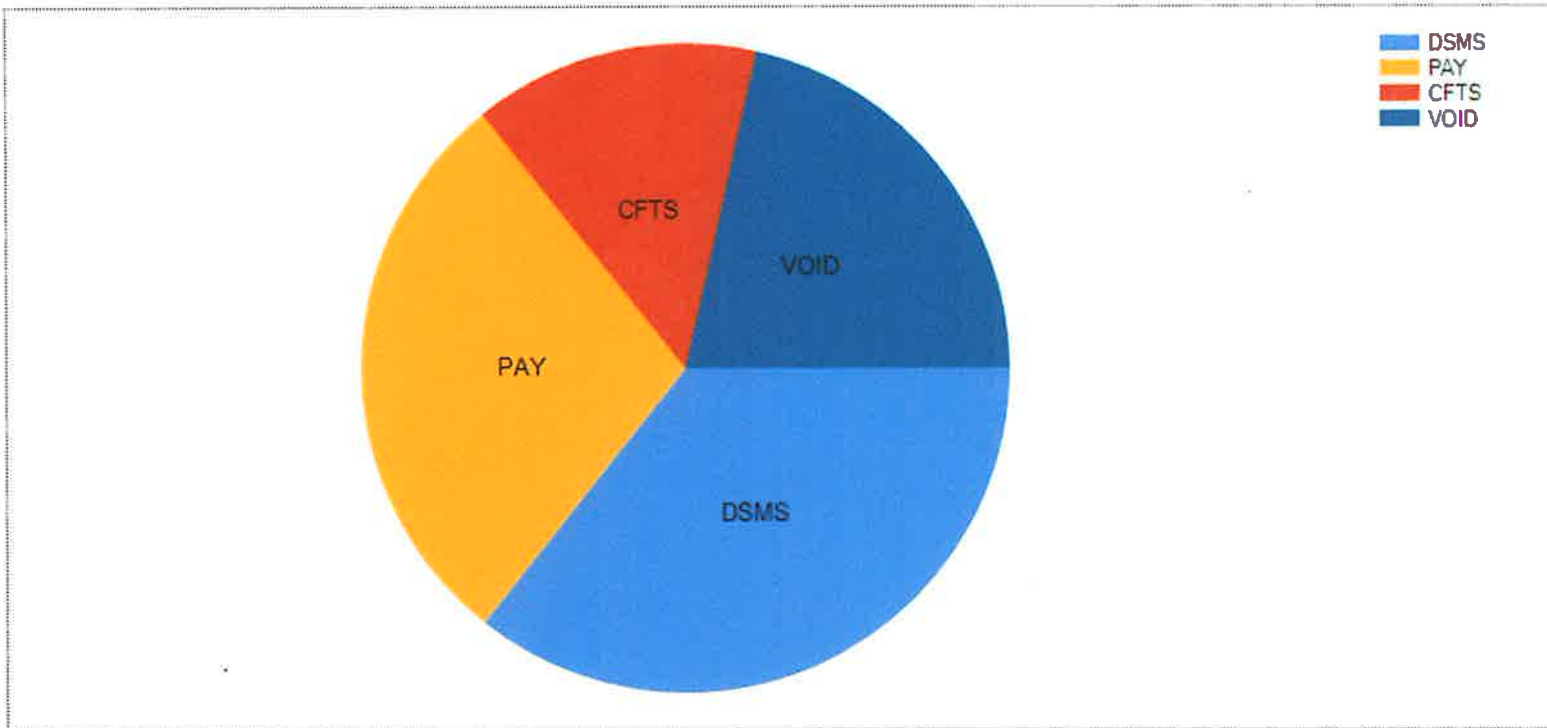
Disposition Report

Build View Report My Reports Cancel

Report Selection

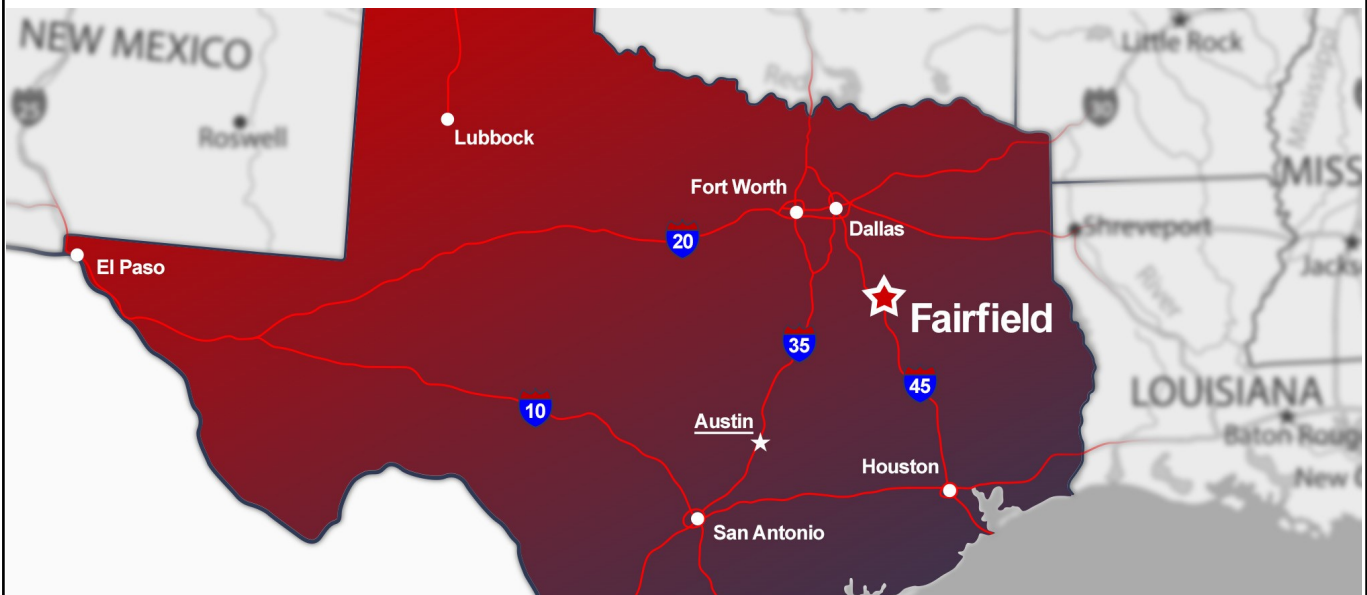
List cases disposed beginning Tuesday . August 1, 2023 Thursday . August 31, 2023

Detail Graph



Disposition Totals	
FnIDsp	Count
DSMS	5
PAY	4
CFTS	2
VOID	3

14 cases with final dispositions listed



**President's Report for the Fairfield City Council
As of September 6, 2023**

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

President's Annual Report

2022-2023

Highlights of the Year:

EDA Grant Update: I assisted the City of Fairfield in obtaining a deed from the County of Freestone and obtained two right of ways from private landowners that was required to get a site certificate approved by the EDA. Our partners in the grant process include Dorthy Jackson from HOT COG and KSA Engineering.

Project Neat: Neat Companies from Kentucky joined the Chamber of Commerce and had a ribbon cutting in the industrial park on September 22, 2022. County and City officials as well as FEDC board members and Chamber members were on hand to meet the Neat family and welcome them to Fairfield.

Project Stuart: Hoover Treated Wood Products is currently building a \$9 million project on thirty-four acres in the industrial park that is expected to create fifty jobs over a 5-year period. The groundbreaking for Hoover was held on March 8, 2023, at the industrial park. The Hoover executive team was welcomed by many including Betty Russo from the Governor's Office of Economic Development.

Tax Abatement: I assisted Hoover Treated Wood Products with a tax abatement application to the City of Fairfield and County of Freestone as part of the FEDC recruitment incentives. A Freestone County Reinvestment Zone No. 2 was created and the application for tax abatement was approved by both the city and the County.

Project Travel: The FEDC board approved a water booster pump for the TA in the amount of \$53,686.02. The TA and Whataburger have been open for over a year and has had a positive impact on the sale tax in the City of Fairfield.

Project Diesel Performance Two: The FEDC board approved a site development project for Brett Duke with Freestone Diesel Performance to upgrade his drainage and parking lot for \$15,000. Freestone Diesel previously moved their location from Kivin to Fairfield and has had much success in Fairfield while contributing increased sales tax.

Project Billie: The FEDC board approved the purchase of an additional 30.31 acres on the Old Mexia Road that will allow expansion of Phase II of the Fairfield Industrial Park South. The property has 3-phase power already on site and will provide an additional 1,000' of road frontage across from the current industrial park.

Project Basketball: At the request of the Mayor and City Council, the FEDC board approved the relocation and resurfacing of the basketball courts at the Moody Fairgrounds.

Industrial Park Road Connection: The FEDC has contracted Tommy Glick to complete a new road that will connect Cottonwood Creek Drive to Industrial Park Drive. With the use of stockpiled rock that was currently available, the FEDC saved approximately \$20,000 on the road. The road is 70% complete and awaiting additional rock to finish. The FEDC has contracted KSA Engineering to complete a study and cost estimate to determine what will be necessary to have a more permanent crossing on Cottonwood Creek.

Site Visit from Company: I hosted a site visit on September 19, 2022, at the industrial park with Mike Teso, President of Liberty Trailers headquartered in Fillmore, Indiana. Liberty was looking to relocate to Texas to open a new trailer manufacturing center. Mr. Teso visited Fairfield, Sulfur Springs, and Bridgeport.

Façade Grant: FEDC has awarded seventeen façade grants since inception totaling \$12,092 to date.

Virtual Spec Building: The virtual spec building tool has been live for a year on our website with a 60K square foot building for view.

President's Annual Report

Page 2

Retail Recruitment: The FEDC is continuing to partner with the City of Fairfield and The Retail Coach to assist in marketing and developing new retail in the City of Fairfield.

Lead Generating Partnerships: The FEDC is currently in partnership with Texas Economic Development Connection, Next Move Group, Site Location Partnership and Global Site Location Industries for lead generation and marketing of the Fairfield Industrial Park.

Pre-Development Meetings: I have been present at three pre-development meetings with the City of Fairfield for development of retail and service business developments. Each of these has been large developments that will contribute a substantial amount of sales tax to the City of Fairfield. Pre-development meetings are designed to discuss the permitting and inspection process and answer any questions about the process prior to the company submitting a building permit and helping streamline the process and not cause any delays for the builder.

Training and Networking: I attended the TEDC Annual Conference on October 19-21, 2022, in San Antonio, Texas. I also attended the East Texas Economic Development Seminar in Athens, Texas hosted by Oncor on February 16, 2023.

Site Sectors and Consultant Meetings: I participated in 12 site selector and consultant meetings in the last year.

TXU Energy Grant: The City of Fairfield lost a substantial number of trees in the city park due to the drought and the severe freeze in the last couple of years. I contacted TXU/Vistra Energy regarding their TXU Energy Trees for Growth Program. They have agreed to provide 15 trees free of charge to the City of Fairfield to plant in the park. The trees will be 5 feet tall in a 30-gallon container.

The FEDC has had a successful year and I look forward to more progress as we move forward. I appreciate the cooperation of the FEDC board of directors and their willingness to get behind a vision that we all work toward together.

Sincerely,

David Fowler
President

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

AGENDA ITEM: 6.

AGENDA SUBJECT: DISCUSSION AND POSSIBLE ACTION TO APPROVE THE
2021/2022 FISCAL YEAR AUDIT.

PREPARED BY:

DATE SUBMITTED: September 8, 2023

EXHIBITS: 1. Fairfield draft for client review

BUDGETARY IMPACT:

SUMMARY:

RECOMMENDED ACTION:

FAIRFIELD

T E X A S

CITY OF FAIRFIELD
ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2022

DRAFT

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Financial Section

Independent Auditor's Report

To the City Council
City of Fairfield
222 South Mount Street
Fairfield, Texas 75840

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fairfield ("The City"), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Fairfield's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fairfield, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of The Fairfield Economic Development Corporation, a discretely presented component unit of the City. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for The Fairfield Economic Development Corporation, is based solely on the report of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audit contained in *Government Auditing Standards*, issued by the Comptroller general of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City of Fairfield, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The City of Fairfield's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Fairfield's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City of Fairfield's internal control. Accordingly, no such opinion is expressed.⁶
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Fairfield's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and the other required supplementary information, as described in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with

auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report August 31, 2023 on our consideration of the City of Fairfield's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City of Fairfield's internal control over financial reporting and compliance.

Respectfully submitted,

Anderson, Marx & Boyl, P.C.

Corsicana, Texas
August 31, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of City of Fairfield's annual financial report presents our discussion and analysis of the City's financial performance during the year ended September 30, 2022. Please read it in conjunction with the City's financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

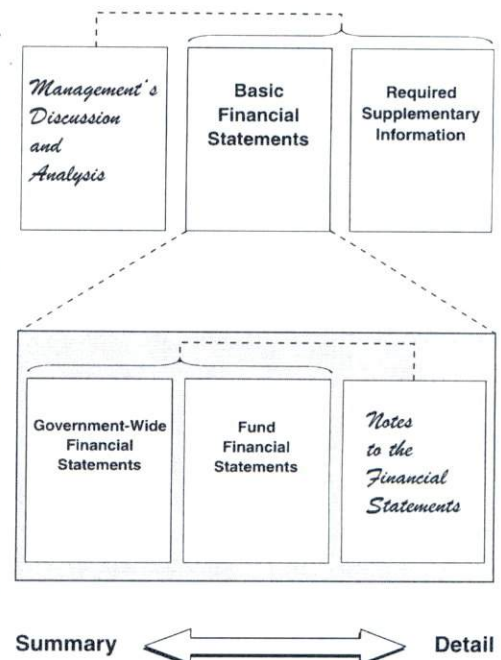
- The City's total combined net position on financial statement exhibit A-1 was \$13,248,163 at September 30, 2022.
- During the year, the City's primary government expenses on financial statement exhibit A-2 were \$24,222 more than the \$7,516,526 generated in taxes and other revenues for all activities. The total cost of the City's programs on financial statement exhibit A-5 increased \$1,757,889 from last year. Capital outlay primarily accounted for the increase.
- The general fund reported a general fund balance this year on financial statement exhibit A-3 of \$567,756. The City began the current year with a general fund balance in the amount of \$95,657.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts—*management's discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The basic financial statements include two kinds of statements that present different views of the City:

- The first two statements are *government-wide financial statements* that provide both *long-term* and *short-term* information about the City's overall financial status, but also a legally separate industrial development corporation. Financial information for this component unit is reported separately from the financial information presented for the primary government itself.
- The remaining statements are *fund financial statements* that focus on *individual parts* of the government, reporting the City's operations in more detail than the government-wide statements.
- *The governmental funds* statements tell how *general government* services were financed in the *short term* as well as what remains for future spending.
- *Fiduciary fund* statements provide information about the financial relationships in which the City acts solely as a trustee or agent for the benefit of others, to whom the resources in question belong.
- *Proprietary fund* statements provide information about for-profit activities.

Figure A-1, Required Components of the City's Annual Financial Report



The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements. Figure A-1 shows how the required parts of this annual report are arranged and related to one another.

Government-wide Statements

The government-wide statements report information about the City as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the government's assets, deferred resource outflows, liabilities, and deferred resource inflows. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid. The two government-wide statements report the City's net position and how it has changed. Net position—the difference between the City's assets, deferred resource outflows, liabilities, and deferred resource inflows—is one way to measure the City's financial health or *position*.

- Over time, increases or decreases in the City's net position is an indicator of whether its financial health is improving or deteriorating, respectively.
- To assess the overall health of the City, one needs to consider additional nonfinancial factors such as changes in the City's tax base.

The government-wide financial statements of the City include the *Governmental and Business-type activities*. Most of the City's basic services are included here, such as public safety, sanitation, culture and recreation, street maintenance, water and sewer and general administration. Property taxes and grants finance most of these activities.

Fund Financial Statements

The fund financial statements provide more detailed information about the City's most significant *funds*—not the City as a whole. Funds are accounting devices that the City uses to keep track of specific sources of funding and spending for particular purposes.

- Some funds are required by State law and by bond covenants.
- The City Council establishes other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The City has the following kinds of funds:

- *Governmental funds*—Most of the City's basic services are included in governmental funds, which focus on (1) how *cash and other financial assets* that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental fund statements provide a detailed *short-term* view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the governmental funds statement, or on the subsequent page, that explain the relationship (or differences) between them.
- *Proprietary funds*—The City provides water and sewer services to its citizens and charges fees to pay for this service. These activities are accounted for on the accrual basis of accounting.

FINANCIAL ANALYSIS OF THE CITY AS A WHOLE

Net position. The City's combined net position was \$13.25 million at September 30, 2022. (See Table A-1).

Table A-1
City of Fairfield's Net Position
(In million dollars)

	<u>2022</u>	<u>2021</u>	<u>Total Percentage Change 2022-2021</u>
Current assets:			
Cash and cash equivalents	3.19	2.46	30
Investments	.00	.00	**
Due from other governments	.00	.00	**
Due from other funds	.00	.00	**
Other receivables	.36	.34	6
Net Pension Asset	.91	.50	82
Total current assets:	<u>4.46</u>	<u>3.30</u>	35
Noncurrent assets:			
Land, furniture and equipment	33.99	31.77	7
Less accumulated depreciation	(17.71)	(16.59)	-7
Other assets	4.34	4.82	-10
Total noncurrent assets	<u>20.62</u>	<u>20.00</u>	3
Total Assets	<u>25.08</u>	<u>23.30</u>	8
Deferred Outflows of Resources	<u>.15</u>	<u>.08</u>	88
Current liabilities:			
Accounts payable and accrued liabilities	.16	.17	6
Net Pension Liability	.00	.00	**
Consumer deposits	.13	.11	18
Due to other funds	.00	.00	**
Unearned revenue	.56	.36	56
Total current liabilities	<u>.85</u>	<u>.64</u>	33
Long-term liabilities:			
Noncurrent liabilities due in one year	.72	.80	-10
Noncurrent liabilities due more than 1 yr	9.93	8.77	13
Total Liabilities	<u>11.50</u>	<u>10.21</u>	13
Deferred Inflows of Resources	<u>.48</u>	<u>.02</u>	2300
Net Position:			
Net Investment in capital assets	9.94	10.16	-2
Restricted	.52	1.02	-49
Unrestricted	2.79	1.97	42
Total Net Position	<u>13.25</u>	<u>13.15</u>	1

The City has restricted net position of \$517,569 that represents proceeds for servicing debt of \$98,777, \$399,196 for pension, \$11,854 for public safety, and \$7,742 for utility improvements. The \$2,786,458 of unrestricted net position represents resources to be available to fund the programs of the City next year.

Changes in net position. The City's total revenues were \$7,516,526. A significant portion, 52 percent, of the City's revenue comes from taxes, while 43 percent relates to charges for services.

The total cost of all programs and services was \$7,540,748; 59 percent of these costs are for governmental activities.

Governmental Activities

- Property tax revenues increased by \$30,855 to \$1,096,867.

Table A-2
Changes in City of Fairfield's Net Position
(In million dollars)

	<u>2022</u>	<u>2021</u>	<u>% Ch</u>
Program Revenues:			
Charges for Services	3.22	2.82	14
Operating Grants and Contributions	.00	.00	**
Capital Grants and Contributions	.00	.00	**
General Revenues:			
Taxes	3.94	3.46	14
Intergovernmental	.17	.13	31
Investment Earnings	.00	.00	**
Other	.19	.13	46
Total Revenues	<u>7.52</u>	<u>6.54</u>	15
General Government	.48	.57	-16
Public Safety	1.81	1.28	17
Highways and Streets	.54	.42	29
Culture and Recreation	.40	.20	100
Public Services	.00	.00	**
Other	.04	.04	0
Water and Sewer	3.10	3.01	3
Economic Development	1.17	1.03	14
Total Expenses	<u>7.54</u>	<u>6.55</u>	15
Excess (Deficiency) Before Other Resources, Uses and Transfers	(0.02)	(0.01)	-100
Other Resources (Uses)	.00	.00	**
Increase (Decrease) in Net Position	<u>(0.02)</u>	<u>(0.01)</u>	-100

Table A-3 presents the cost of each of the City's largest functions as well as each function's net cost (total cost less fees generated by the activities and intergovernmental aid). The net cost reflects what was funded by state revenues as well as local tax dollars.

- The cost of all *governmental* activities this year was \$4.44 million.
- However, the amount that our taxpayers paid for these activities through property taxes was \$1.097 million.
- Some of the cost was paid by those who directly benefited from services \$.21 million.

Table A-3
Net Cost of Selected City Functions
(in millions of dollars)

	Total Cost of Services		% Change	Net Cost of Services		% Change
	<u>2022</u>	<u>2021</u>		<u>2022</u>	<u>2021</u>	
General Government	.48	.57	-16	.48	.57	-16
Public Safety	1.81	1.28	41	1.76	1.23	43
Highways and Streets	.54	.42	29	.54	.42	29

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

Revenues from governmental fund types totaled \$4.34 million, while the previous year it was \$3.98 million. Revenues from proprietary fund types totaled \$3.00 million, while the previous year it was \$2.61 million.

General Fund Budgetary Highlights

Over the course of the year, the City did not revise its budget. Actual expenditures were \$1,772,579 above the budgeted amount.

On the other hand, resources available were \$268,761 above the final budgeted amount due primarily to an increase in sales and use tax revenue.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At the end of 2022, the City had invested \$33,995,050 in a broad range of capital assets, including land, construction in progress, infrastructure, equipment, buildings, and vehicles. (See Table A-4.) This amount represents a net increase (including additions and deductions) of \$2,223,738 or 7% over last year.

Table A-4
City's Capital Assets
(In millions of dollars)

	<u>2022</u>	<u>2021</u>	Total Percentage Change <u>2022-2021</u>
Land	.41	.41	0
Construction in progress	.86	.20	330
Buildings and improvements	20.82	19.32	8
Equipment	5.42	5.37	1
Water System	3.28	3.28	0
Infrastructure	3.19	3.19	0
Right of Use Assets	.01	.00	**
Totals at historical cost	33.99	31.77	7
Total accumulated depreciation	(17.71)	(16.59)	-7
Net capital assets	16.28	15.18	7

The City's fiscal year 2023 capital budget projects spending the remaining \$4,173,712 from the 2021 bond issue on water and sewer improvements. More detailed information about the City's capital assets is presented in the notes to the financial statements.

Long Term Debt

At year-end the City had \$10,658,018 in bonds and notes outstanding as shown in Table A-5. More detailed information about the City's debt is presented in the notes to the financial statements.

Table A-5
City's Long-Term Debt
(In millions of dollars)

	<u>2022</u>	<u>2021</u>	<u>Total Percentage Change 2022-2021</u>
Bonds payable	4.11	4.54	-9
Notes from direct borrowings and direct placements	4.19	4.56	-8
Compensated absences	.00	.00	**
Notes payable	1.74	.00	**
Bond premiums	.45	.48	-6
Net OPEB liability	.16	.15	7
Right of use lease activities	.01	.00	**
Total bonds & notes payable	<u>10.66</u>	<u>9.73</u>	10

COMPONENT UNIT

Fairfield Economic Development Corporation at 101 South Mount Street, Fairfield, Texas 75840, issues its own audited financial statements. Those statements reflect cash of \$0.84 million, receivables of \$1.10 million, net capital assets of \$1.44 million, liabilities of \$1.18 million, and net position of \$2.20 million. More detailed information is presented in the financial statements and related notes to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The City's budgetary general fund balance is expected to remain stable by the close of fiscal year 2023. More detailed information about the City's economic status is presented in the notes to the financial statements.

Subsequent to the end of the year the City approved a bid for the construction of a water well in the amount of \$1.2 million and the EDC entered in to a promissory note for \$623 thousand.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the City's finances and to demonstrate the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the City of Fairfield's Business Services Department at 527 East Commerce Street, Fairfield, Texas 75840 or phone number 903-389-2633.

DRAFT

Basic Financial Statements

CITY OF FAIRFIELD
STATEMENT OF NET POSITION
SEPTEMBER 30, 2022

EXHIBIT A-1

	Primary Government			Component
	Governmental Activities	Business-type Activities	Total	Unit
ASSETS				
<i>Cash and Cash Equivalents</i>	\$ 1,265,961	\$ 1,924,729	\$ 3,190,690	708,725
<i>Receivables (net of allowances for uncollectibles)</i>	67,905	287,347	355,252	113,827
<i>Accrued Interest Receivable</i>	-	-	-	167
<i>Prepaid Expenses</i>	-	3,625	3,625	5,052
<i>Notes Receivable</i>	-	-	-	982,709
<i>Net Pension Asset</i>	637,121	273,052	910,173	-
Restricted Assets:				
<i>Cash</i>	-	4,337,648	4,337,648	131,343
Capital Assets (net of accumulated depreciation)				
<i>Land</i>	118,054	289,489	407,543	1,387,733
<i>Buildings & Equipment, net</i>	6,666,170	8,340,951	15,007,121	48,896
<i>Construction in Progress</i>	521,391	338,645	860,036	-
<i>Right of Use Assets</i>	11,964	-	11,964	-
Total Assets	<u>9,288,566</u>	<u>15,795,486</u>	<u>25,084,052</u>	<u>3,378,452</u>
DEFERRED OUTFLOWS OF RESOURCES				
<i>Deferred Outflows Related to Pensions</i>	83,051	35,593	118,644	-
<i>Deferred Outflows Related to OPEB</i>	22,428	9,612	32,040	-
Total Deferred Outflows of Resources	<u>105,479</u>	<u>45,205</u>	<u>150,684</u>	<u>-</u>
LIABILITIES				
<i>Accounts Payable and Other Current Liabilities</i>	25,941	71,483	97,424	11,238
<i>Retainage Payable</i>	22,209	-	22,209	-
<i>Consumer Deposits</i>	-	126,650	126,650	-
<i>Accrued Interest Payable</i>	13,245	30,289	43,534	1,404
<i>Unearned Revenue</i>	555,345	-	555,345	-
Noncurrent Liabilities-				
<i>Due in one year</i>	370,313	354,269	724,582	93,895
<i>Due in more than one year</i>	2,505,736	7,427,700	9,933,436	1,076,850
Total Liabilities	<u>3,492,789</u>	<u>8,010,391</u>	<u>11,503,180</u>	<u>1,183,387</u>
DEFERRED INFLOWS OF RESOURCES				
<i>Deferred Inflows Related to Pensions</i>	320,976	137,561	458,537	-
<i>Deferred Inflows Related to OPEB</i>	17,399	7,457	24,856	-
Total Deferred Inflows of Resources	<u>338,375</u>	<u>145,018</u>	<u>483,393</u>	<u>-</u>
NET POSITION:				
Net Investment in Capital Assets	4,540,788	5,534,948	10,075,736	264,480
Restricted For:				
Debt Service	98,777	-	98,777	131,343
Pension	399,196	-	399,196	-
City Promotion	-	-	-	-
Public Safety	11,854	-	11,854	-
Utility Improvement	-	7,742	7,742	-
State and Federal Programs	-	-	-	-
Other Purposes-Museum	-	-	-	-
Unrestricted	512,266	2,142,592	2,654,858	1,797,838
Total Net Position	<u>\$ 5,562,881</u>	<u>\$ 7,685,282</u>	<u>\$ 13,248,163</u>	<u>2,193,661</u>

The accompanying notes are an integral part of this statement.

CITY OF FAIRFIELD
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Functions/Programs	Expenses	Program Revenues
		Charges for Services
PRIMARY GOVERNMENT:		
Governmental Activities:		
General Government	\$ 482,651	\$ -
Public Safety	1,805,869	45,257
Highways & Streets	541,391	-
Culture & Recreation	395,575	-
Economic Development	1,173,233	165,558
Interest and Fiscal Charges	40,231	
Total Governmental Activities	<u>4,438,950</u>	<u>210,815</u>
Business-type Activities:		
City Water & Sewer	2,513,566	2,309,368
TDCJ Water & Sewer	588,232	694,855
Total Business-type Activities	<u>3,101,798</u>	<u>3,004,223</u>
Total Primary Government	<u>\$ 7,540,748</u>	<u>\$ 3,215,038</u>
COMPONENT UNIT:		
Economic Development Corporation	<u>\$ 599,193</u>	<u>-</u>
General Revenues:		
Property Taxes		
Sales Taxes		
Franchise Taxes		
Hotel/Motel Tax		
Alcoholic Beverages		
Investment Earnings		
Intergovernmental		
Miscellaneous		
Gain on Sale of Assets		
Transfers		
Total General Revenues and Transfers		
Change in Net Position		
Net Position - Beginning - Restated for Water & Sewer		
Net Position - Ending		

The accompanying notes are an integral part of this statement.

EXHIBIT A-2

Net (Expense) Revenue and Changes in Net Position

<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>	<u>Component Unit</u>
\$ (482,651)		\$ (482,651)	
(1,760,612)		(1,760,612)	
(541,391)		(541,391)	
(395,575)		(395,575)	
(1,007,675)		(1,007,675)	
(40,231)		(40,231)	
<u>(4,228,135)</u>		<u>(4,228,135)</u>	
-	\$ (204,198)	(204,198)	
-	106,623	106,623	
-	(97,575)	(97,575)	
<u>(4,228,135)</u>	<u>(97,575)</u>	<u>(4,325,710)</u>	
			\$ <u>(599,193)</u>
1,096,867	-	1,096,867	-
2,361,003	-	2,361,003	609,110
247,885	-	247,885	-
234,441	-	234,441	-
12,626	-	12,626	-
509	-	509	3,048
-	172,460	172,460	-
175,697	-	175,697	-
-	-	-	154,985
32,438	(32,438)	-	-
<u>4,161,466</u>	<u>140,022</u>	<u>4,301,488</u>	<u>767,143</u>
(66,669)	42,447	(24,222)	167,950
5,629,550	7,642,835	13,272,385	2,027,115
<u>\$ 5,562,881</u>	<u>\$ 7,685,282</u>	<u>\$ 13,248,163</u>	<u>2,195,065</u>

CITY OF FAIRFIELD
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022

EXHIBIT A-3

	General Fund	Hotel/Motel Fund	Other Governmental Funds	Total Governmental Funds
ASSETS				
Assets:				
Cash and Cash Equivalents	\$ 1,250,964	\$ (138,144)	\$ 153,141	\$ 1,265,961
Receivables (net of allowances for uncollectibles)	13,966	-	53,939	67,905
Due from Other Funds	41,160	125,070	-	166,230
Total Assets	<u>\$ 1,306,090</u>	<u>\$ (13,074)</u>	<u>\$ 207,080</u>	<u>\$ 1,500,096</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts Payable	\$ 21,744	\$ 2,847	\$ 1,350	\$ 25,941
Retainage Payable	22,209	-	-	22,209
Due to Other Funds	125,070	-	41,160	166,230
Unearned Revenue-Grant	555,345	-	-	555,345
Total Liabilities	<u>724,368</u>	<u>2,847</u>	<u>42,510</u>	<u>769,725</u>
Deferred Inflows of Resources				
Deferred Revenue - Property Taxes	13,966	-	53,939	67,905
Total Deferred Inflows of Resources	<u>13,966</u>	<u>-</u>	<u>53,939</u>	<u>67,905</u>
Fund Balances:				
Restricted Fund Balances:				
Restricted for Debt Service	-	-	98,777	98,777
Restricted for Public Safety	-	-	11,854	11,854
Unassigned	567,756	(15,921)	-	551,835
Total Fund Balance	<u>567,756</u>	<u>(15,921)</u>	<u>110,631</u>	<u>662,466</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 1,306,090</u>	<u>\$ (13,074)</u>	<u>\$ 207,080</u>	<u>\$ 1,500,096</u>

The accompanying notes are an integral part of this statement.

CITY OF FAIRFIELD**RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022****EXHIBIT A-4**

Total fund balances - governmental funds balance sheet	\$ 662,466
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not reported in the funds.	7,317,579
Property taxes receivable unavailable to pay for current period expenditures are deferred in the funds.	67,905
Payables for Bond interest which are not due in the current period and are not reported in the funds.	(13,245)
Payables for notes which are not due in the current period and are not reported in the funds.	(2,763,546)
Recognition of the City's proportionate share of the net pension asset is not reported in the funds.	637,121
Recognition of the City's proportionate share of the net OPEB liability is not reported in the funds.	(112,503)
Deferred Resource Inflows related to the pension plan are not reported in the funds.	(338,375)
Deferred Resource Outflows related to the pension plan are not reported in the funds.	105,479
Net position of governmental activities - Statement of Net Position	\$ <u>5,562,881</u>

The accompanying notes are an integral part of this statement.

CITY OF FAIRFIELD

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES - GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

EXHIBIT A-5

	General Fund	Hotel/Motel Fund	Other Governmental Funds	Total Governmental Funds
Revenue:				
Taxes:				
General Property Taxes	\$ 798,386	-	\$ 295,492	\$ 1,093,878
General Sales and Use Taxes	2,361,003	-	-	2,361,003
Franchise Taxes	247,885	-	-	247,885
Hotel/motel Taxes	-	234,441	-	234,441
Alcoholic Beverages	12,626	-	-	12,626
Intergovernmental	165,558	-	-	165,558
Fines	45,257	-	-	45,257
Investment Earnings	501	-	8	509
Miscellaneous	172,545	1,147	2,005	175,697
Total revenues	<u>3,803,761</u>	<u>235,588</u>	<u>297,505</u>	<u>4,336,854</u>
Expenditures:				
Current				
General Government	432,735	-	-	432,735
Public Safety	1,427,264	-	530	1,427,794
Highway & Streets	441,608	-	-	441,608
Culture & Recreation	318,093	-	-	318,093
Economic Development Assistance	766,907	280,991	-	1,047,898
Debt Service				
Principal	142,984	-	-	142,984
Interest and Fiscal Charges	40,231	-	-	40,231
Capital Outlay				
Equipment and Buildings	1,733,276	116,000	-	1,849,276
Total Expenditures	<u>5,303,098</u>	<u>396,991</u>	<u>530</u>	<u>5,700,619</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(1,499,337)</u>	<u>(161,403)</u>	<u>296,975</u>	<u>(1,363,765)</u>
Other Financing Sources (Uses):				
Proceeds from Issuance of Debt	1,747,376	-	-	1,747,376
Operating Transfers In	295,315	49,801	-	345,116
Operating Transfers Out	(23,755)	-	(288,923)	(312,678)
Bond Issuance Costs	(47,500)	-	-	(47,500)
Total Other Financing Sources (Uses)	<u>1,971,436</u>	<u>49,801</u>	<u>(288,923)</u>	<u>1,732,314</u>
Net Change in Fund Balances	472,099	(111,602)	8,052	368,549
Fund Balances - Beginning	95,657	95,681	102,579	293,917
Fund Balances - Ending	<u>\$ 567,756</u>	<u>(15,921)</u>	<u>\$ 110,631</u>	<u>\$ 662,466</u>

The accompanying notes are an integral part of this statement.

CITY OF FAIRFIELD**EXHIBIT A-6**

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Net change in fund balances - total governmental funds	\$ 368,549
Amounts reported for governmental activities in the Statement of Activities ("SOA") are different because:	
The depreciation of capital assets used in governmental activities is not reported in the funds.	(438,985)
Capital outlays are not reported as expenses in the SOA.	1,884,902
Certain property tax revenues are deferred in the funds. This is the change in these amounts this year.	2,989
Proceeds from the issuance of debt is not reported in the SNP.	(1,699,876)
Repayment of loan principal is an expenditure in the funds but is not an expense in the SOA.	142,984
Pension contributions made after the measurement date and pension changes reduced NPL.	(444,764)
OPEB contributions made after the measurement date and pension changes reduced NOL.	117,532
Change in net position of governmental activities - Statement of Activities	\$ <u>(66,669)</u>

The accompanying notes are an integral part of this statement.

EXHIBIT A-7

CITY OF FAIRFIELD
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2022

	Enterprise Fund City Water & Sewer Fund	Enterprise Fund TDCJ Water & Sewer Fund	Total Enterprise Funds
ASSETS:			
Current Assets:			
Cash and Cash Equivalents	\$ 355,261	\$ 1,569,468	\$ 1,924,729
Receivables (net of allowances for uncollectibles)	227,442	59,905	287,347
Prepaid Expenses	2,100	1,525	3,625
Total Current Assets	584,803	1,630,898	2,215,701
Noncurrent Assets:			
Restricted Cash, Cash Equivalents and Investments-			
Cash	-	4,337,648	4,337,648
Capital Assets:			
Land	289,489	-	289,489
Property, Plant and Equipment-Net	8,005,178	335,773	8,340,951
Construction in Progress	131,600	207,045	338,645
Net Pension Asset	273,052	-	273,052
Total Noncurrent Assets	8,699,319	4,880,466	13,579,785
Total Assets	9,284,122	6,511,364	15,795,486
DEFERRED OUTFLOWS OF RESOURCES:			
Deferred Outflow Related to Pensions	35,593	-	35,593
Deferred Outflow Related to OPEB	9,612	-	9,612
Total Deferred Outflows of Resources	45,205	-	45,205
LIABILITIES:			
Current Liabilities:			
Accounts payable	63,756	7,727	71,483
Consumer deposits	126,650	-	126,650
Accrued interest payable	20,369	9,920	30,289
Current Liabilities Payable from Restricted Assets-			
Notes Payable	189,269	-	189,269
Revenue Bonds Payable	-	165,000	165,000
Noncurrent Liabilities Payable from Restricted Assets-			
Net OPEB Liability	48,215	-	48,215
Revenue Bonds Payable	-	3,940,000	3,940,000
Unamortized Premiums, Discount Charges	-	450,072	450,072
Notes Payable	2,989,413	-	2,989,413
Total Liabilities	3,437,672	4,572,719	8,010,391
DEFERRED INFLOWS OF RESOURCES:			
Deferred Inflow Related to Pensions	137,561	-	137,561
Deferred Inflow Related to OPEB	7,457	-	7,457
Total Deferred Inflows of Resources	145,018	-	145,018
NET POSITION:			
Net Investment in Capital Assets	5,227,216	307,732	5,534,948
Restricted For Utility Improvements	-	7,742	7,742
Unrestricted Net Position	519,421	1,623,171	2,142,592
Total Net Position	\$ 5,746,637	\$ 1,938,645	\$ 7,685,282

The accompanying notes are an integral part of this statement.

CITY OF FAIRFIELD

STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN FUND NET POSITION - PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Enterprise Fund City Water & Sewer Fund	Enterprise Fund TDCJ Water & Sewer Fund	Total Enterprise Funds
OPERATING REVENUES:			
<i>Water</i>	\$ 1,417,697	\$ 249,746	\$ 1,667,443
<i>Sewer</i>	564,249	160,930	725,179
<i>Miscellaneous</i>	47,326	284,179	331,505
<i>Sanitation</i>	280,096	-	280,096
Total Operating Revenues	<u>2,309,368</u>	<u>694,855</u>	<u>3,004,223</u>
OPERATING EXPENSES:			
<i>Personal Services</i>	590,859	176,407	767,266
<i>Contractual Services</i>	575,780	119,369	695,149
<i>Supplies & Materials</i>	560,702	143,619	704,321
<i>Depreciation</i>	634,595	48,073	682,668
Total Operating Expenses	<u>2,361,936</u>	<u>487,468</u>	<u>2,849,404</u>
Operating Income (Loss)	<u>(52,568)</u>	<u>207,387</u>	<u>154,819</u>
NON-OPERATING REVENUES (EXPENSES):			
<i>Intergovernmental Revenue</i>	172,460	-	172,460
<i>Interest Expense & Fees</i>	(151,630)	(100,764)	(252,394)
Total Non-operating Revenues (Expenses)	<u>20,830</u>	<u>(100,764)</u>	<u>(79,934)</u>
Income (Loss) before Transfers	<u>(31,738)</u>	<u>106,623</u>	<u>74,885</u>
Operating Transfers In	177,538	-	177,538
Operating Transfers Out	(209,976)	-	(209,976)
Change in Net Position	<u>(64,176)</u>	<u>106,623</u>	<u>42,447</u>
Total Net Position - Beginning - Restated for Water & Sewer	5,810,813	1,832,022	7,642,835
Total Net Position - Ending	<u>\$ 5,746,637</u>	<u>\$ 1,938,645</u>	<u>\$ 7,685,282</u>

The accompanying notes are an integral part of this statement.

CITY OF FAIRFIELD
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

EXHIBIT A-9

	Enterprise Fund City Water & Sewer Fund	Enterprise Fund TDCJ Water & Sewer Fund	Total Enterprise Funds
Cash Flows from Operating Activities:			
Cash Received from Customers	\$ 2,286,568	\$ 694,498	\$ 2,981,066
Cash Payments to Employees for Services	(593,092)	(176,407)	(769,499)
Cash Payments to Other Suppliers for Goods and Services	(1,104,245)	(306,941)	(1,411,186)
Net Cash Provided (Used) by Operating Activities	589,231	211,150	800,381
Cash Flows from Non-capital Financing Activities:			
Restricted Cash & Escrow Payments	-	487,020	487,020
Transfers From (To) Other Funds	(32,438)	-	(32,438)
Net Cash Provided (Used) by Non-capital Financing Activities	(32,438)	487,020	454,582
Cash Flows from Capital and Related Financing Activities:			
Principal Paid	(506,706)	(150,000)	(656,706)
Interest Paid	(151,630)	(100,764)	(252,394)
New Bond Issue and Premium	-	-	-
Bond Issuance Costs	-	(25,004)	(25,004)
Net Cash Provided (Used) for Capital & Related Financing Activities	(658,336)	(275,768)	(934,104)
Cash Flows from Investing Activities:			
Acquisition or Construction of Capital Assets	(171,818)	(172,164)	(343,982)
Intergovernmental Revenue	172,460	-	172,460
Net Cash Provided (Used) for Investing Activities	642	(172,164)	(171,522)
Net Increase (Decrease) in Cash and Cash Equivalents	(100,901)	250,238	149,337
Cash and Cash Equivalents at Beginning of Year	456,162	1,319,230	1,775,392
Cash and Cash Equivalents at End of Year	\$ 355,261	\$ 1,569,468	\$ 1,924,729
Reconciliation of Operating Income to Net Cash Provided by Operating Activities:			
Operating Income (Loss)	\$ (52,568)	\$ 207,387	\$ 154,819
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities			
Depreciation	634,595	48,073	682,668
Change in Assets and Liabilities:			
Decrease (Increase) in Receivables	(22,800)	(357)	(23,157)
Decrease (Increase) in Prepaid Expenses	(2,100)	(1,525)	(3,625)
Decrease (Increase) in Net Pension Asset	(124,399)	-	(124,399)
Decrease (Increase) in Pension and OPEB Related Outflows	(19,666)	-	(19,666)
Increase (Decrease) in Accounts Payable	24,332	(32,550)	(8,218)
Increase (Decrease) in Accrued Expenses	(3,016)	9,920	6,904
Increase (Decrease) in Consumer Deposits	13,021	(19,798)	(6,777)
Increase (Decrease) in Net OPEB Liability	2,784	-	2,784
Increase (Decrease) in Pension and OPEB Related Inflows	139,048	-	139,048
Total Adjustments	641,799	3,763	645,562
Net Cash Provided (Used) by Operating Activities	\$ 589,231	\$ 211,150	\$ 800,381

The accompanying notes are an integral part of this statement.

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2022

A. Summary of Significant Accounting Policies

The combined financial statements of City of Fairfield (the "City") have been prepared in conformity with accounting principles applicable to governmental units which are generally accepted in the United States of America. The Governmental Accounting Standards Board ("GASB") is the accepted standard setting body for establishing governmental accounting and financial reporting principles.

1. Reporting Entity

The City's basic financial statements include the accounts of all its operations. The City evaluated whether any other entity should be included in these financial statements. The criteria for including organizations as component units within the City's reporting entity, as set forth in GASB include whether:

- the organization is legally separate (can sue and be sued in its name)
- the City holds the corporate powers of the organization
- the City appoints a voting majority of the organization's board
- the City is able to impose its will on the organization
- the organization has the potential to impose a financial benefit/burden on the City
- there is fiscal dependency by the organization on the City
- the exclusion of the organization would result in misleading or incomplete financial statements

The City also evaluated each legally separate, tax-exempt organization whose resources are used principally to provide support to the City to determine if its omission from the reporting entity would result in financial statements which are misleading or incomplete. GASB requires inclusion of such an organization as a component unit when: 1) The economic resources received or held by the organization are entirely or almost entirely for the direct benefit of the City, its component units or its constituents; and 2) The City or its component units is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the organization; and 3) Such economic resources are significant to the City.

Based on these criteria, the City has one component unit, The Fairfield Economic Development Corporation. Their Financial statements can be obtained at 222 South Mount Street, Fairfield, Texas 75840. Additionally, the City is not a component unit of any other reporting entity as defined by GASB Statements.

2. Basis of Presentation, Basis of Accounting

a. Basis of Presentation

Government-wide Statements: The statement of net position and the statement of activities include the financial activities of the overall government. Eliminations have been made to minimize the double-counting of internal activities. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for the different business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The City does not allocate indirect expenses in the statement of activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b)

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2022

grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City's funds, with separate statements presented for each fund category. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. Nonoperating revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

The City reports the following major governmental funds:

General Fund. This is the City's primary operating fund. It accounts for all financial resources of the City except those required to be accounted for in another fund.

Hotel Motel Fund. This fund collects hotel motel taxes and makes disbursements in accordance with approved requirements.

The City reports the following major enterprise funds:

City Water and Sewer Fund: This is the City's primary enterprise operating fund and accounts for all customers and financial resources of the enterprise.

TDCJ Water and Sewer Fund: This is the City's secondary enterprise operating fund and accounts for all revenue and expenses associated with providing services to the TDCJ unit.

b. Measurement Focus, Basis of Accounting

Government-wide and Proprietary Fund Financial Statements: These financial statements are reported using the economic resources measurement focus. The government-wide and proprietary fund financial statements are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental Fund Financial Statements: Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of property taxes. Property tax revenues and revenues received from the State are recognized under the susceptible-to-accrual concept. Miscellaneous revenues are recorded as revenue when

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2022

received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

When the City incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the City's policy to use restricted resources first, then unrestricted resources.

3. Financial Statement Amounts

a. Cash and Cash Equivalents

For purposes of the statement of cash flows, highly liquid investments are considered to be cash equivalents if they have a maturity of three months or less when purchased.

b. Property Taxes

Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Property tax revenues are considered available (1) when they become due or past due and receivable within the current period and (2) when they are expected to be collected during a 60-day period after the close of the fiscal year.

Allowances for uncollectible tax receivables within the General Fund is based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the City is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

c. Inventories and Prepaid Items

The City records purchases of supplies as expenditures, utilizing the purchase method of accounting for inventory.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

d. Capital Assets

Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated fixed assets are recorded at their estimated acquisition value at the date of the donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. A capitalization threshold of \$5,000 is used.

CITY OF FAIRFIELD
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Capital assets are being depreciated using the straight-line method over the following estimated useful lives:

<u>Asset Class</u>	<u>Estimated Useful Lives</u>
Infrastructure	25
Buildings	50
Building Improvements	30-40
Vehicles	10
Office Equipment	10
Computer Equipment	10

e. Receivable and Payable Balances

The City believes that sufficient detail of receivable and payable balances is provided in the financial statements to avoid the obscuring of significant components by aggregation. Therefore, no disclosure is provided which disaggregates those balances. There is an allowance of \$1,456 for uncollectible utility receivables, and no allowance for property taxes receivable.

There are no significant receivables which are not scheduled for collection within one year of year end.

f. Pensions and OPEB

For purposes of measuring the net pension and OPEB liabilities, deferred outflows of resources and deferred inflows of resources related to pension and OPEB, and pension and OPEB expense, information about the Fiduciary Net Position of the Texas Municipal Retirement System (TMRS) and additions to or deductions from TMRS Fiduciary Net Position have been determined on the same basis as they are reported by TMRS. For this purpose, plan contributions are recognized in the period that compensation is reported for the employee, which is when contributions are legally due. Benefit payments and refunds are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

g. Interfund Activity

Interfund activity results from loans, services provided, reimbursements or transfers between funds. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers In and Transfers Out are netted and presented as a single "Transfers" line on the government-wide statement of activities. Similarly, interfund receivables and payables are netted and presented as a single "Internal Balances" line of the government-wide statement of net position.

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2022

h. Fund Balances - Governmental Funds

Fund balances of the governmental funds are classified as follows:

Nonspendable Fund Balance - represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid insurance) or legally required to remain intact (such as notes receivable or principal of a permanent fund).

Restricted Fund Balance - represents amounts that are constrained by external parties, constitutional provisions or enabling legislation.

Committed Fund Balance - represents amounts that can only be used for a specific purpose because of a formal action by the City's Council. Committed amounts cannot be used for any other purpose unless the City Council removes those constraints by taking the same type of formal action. Committed fund balance amounts may be used for other purposes with appropriate due process by the City Council. Commitments are typically done through adoption and amendment of the budget. Committed fund balance amounts differ from restricted balances in that the constraints on their use do not come from outside parties, constitutional provisions, or enabling legislation.

Assigned Fund Balance - represents amounts which the City intends to use for a specific purpose, but that do not meet the criteria to be classified as restricted or committed. Intent may be stipulated by the City Council or by an official or body to which the City Council delegates the authority. Specific amounts that are not restricted or committed in a special revenue, capital projects, debt service or permanent fund are assigned for purposes in accordance with the nature of their fund type or the fund's primary purpose. Assignments within the general fund convey that the intended use of those amounts is for a specific purpose that is narrower than the general purposes of the City itself.

Unassigned Fund Balance - represents amounts which are unconstrained in that they may be spent for any purpose. Only the general fund reports a positive unassigned fund balance. Other governmental funds might report a negative balance in this classification because of overspending for specific purposes for which amounts had been restricted, committed or assigned.

When an expenditure is incurred for a purpose for which both restricted and unrestricted fund balance is available, the City considers restricted funds to have been spent first. When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the City considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

i. Net Position

Net position in the government-wide financial statements is classified as Net Investment in Capital Assets, Restricted, and unrestricted. Net Investment in Capital Assets consists of capital assets, net of accumulated depreciation, and reduced by outstanding debt attributed to the acquisition of these assets. Restricted Net Position consists of assets and deferred resource outflows, net of any related liabilities and deferred resource inflows, which have had restrictions imposed on them by external creditors, grantors, contributors, or laws or regulations of other governments or laws through constitutional provisions or enabling legislations. When both restricted and unrestricted resources as available for use, it is the City's policy to use restricted resources first then unrestricted resources, as they are needed. Unrestricted Net Position

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2022

consists of amounts that do not meet the definition of Net Investment in Capital Assets or Restricted New Position.

j. Compensated Absences

On retirement or death of certain employees, the City pays any accrued sick leave and vacation leave in a lump case payment to such employee or his/her estate. These items are recorded as expenses when funds are expended.

k. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make certain estimates and assumptions that affect the reported amounts of certain assets, deferred resource outflows, liabilities, deferred resource inflows, revenue and expenditures, expenses, and other disclosures. Accordingly, actual results could differ from those estimates.

l. Deferred Outflows and Inflows of Resources

In addition to assets, the statement of financial position, the government-wide statement of net position and governmental funds balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflow of resources, represents a consumption of net position and/or fund balance that applies to one or more future periods and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. The separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to one or more future periods and so will not be recognized as an inflow of resources (revenue) until that time.

4. Implementation of New Standards

In the current fiscal year, the City implemented the following new standards. The applicable provisions of the new standards are summarized below. Implementation is reflected in the financial statements and the notes to the financial statements.

GASB Statement No. 87, *Leases*

The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by required recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The requirements of this Statement are effective for fiscal years beginning after June 15, 2021. All material existing leases have been re-valued at the beginning

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2022

of the fiscal year to reflect the change, and future leases will be reported in accordance with the provisions of this Statement.

B. Compliance and Accountability

1. Finance-Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures," violations of finance related legal and contractual provisions, if any, are reported below, along with actions taken to address such violations:

<u>Violation</u>	<u>Action Taken</u>
Budget Overage	City will review budget regularly to ensure no overages

2. Deficit Fund Balance or Fund Net Position of Individual Funds

Following are funds having deficit fund balances or fund net position at year end, if any, along with remarks which address such deficits:

<u>Fund Name</u>	<u>Deficit Amount</u>	<u>Remarks</u>
None reported	Not applicable	Not applicable

C. Deposits and Investments

The City's funds are required to be deposited and invested under the terms of a depository contract. The depository bank deposits for safekeeping and trust with the City's agent bank approved pledged securities in an amount sufficient to protect City funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation ("FDIC") insurance.

Cash Deposits:

At September 30, 2022, the carrying amount of the City's deposits (cash, certificates of deposit, and interest-bearing savings accounts included in temporary investments) was \$8,368,406 and the bank balance was \$7,746,648. The City's cash deposits at September 30, 2022, were entirely covered by FDIC insurance or by pledged collateral held by the City's agent bank in the City's name or bonded coverage of public funds.

The City has a pooled account. At year-end, the Hotel/Motel Fund, which is included in the pooled account, reported a substantial negative cash balance. The General Fund, also in the pooled account, had sufficient funds to cover all overages. As such, no adjustments were posted to record amounts due to and from other accounts.

Investments:

The City is required by Government Code Chapter 2256, The Public Funds Investment Act, to adopt, implement, and publicize an investment policy. That policy must be written; primarily emphasize safety of principal and liquidity; address investment diversification, yield, and maturity and the quality and capability of investment management; and include a list of the types of authorized investments in which

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

the investing entity's funds may be invested; and the maximum allowable stated maturity of any individual investment owned by the entity.

The Public Funds Investment Act ("Act") requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the general purpose financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the City adhered to the requirements of the Act. Additionally, investment practices of the City were in accordance with local policies.

The Act determines the types of investments which are allowable for the City. These include, with certain restrictions, (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) common trust funds.

The City's investments at September 30, 2022 are shown below.

<u>Investment or Investment Type</u>	<u>Maturity</u>	<u>Fair Value</u>
None	N/A	\$ --
Total Investments		\$ --

Analysis of Specific Deposit and Investment Risks:

GASB Statement No. 40 requires a determination as to whether the City was exposed to the following specific investment risks at year end and if so, the reporting of certain related disclosures:

a. Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. At year end, the City was not significantly exposed to credit risk.

At September 30, 2022, the City's investments, other than those which are obligations of or guaranteed by the U.S. Government, have no credit risk.

b. Custodial Credit Risk

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the City's name.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the City's name.

At year end, the City was not exposed to custodial credit risk.

c. Concentration of Credit Risk

This risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. At year end, the City was not exposed to concentration of credit risk.

CITY OF FAIRFIELD
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

d. Interest Rate Risk

This is the risk that changes in interest rates will adversely affect the fair value of an investment. At year end, the City was not exposed to interest rate risk.

e. Foreign Currency Risk

This is the risk that exchange rates will adversely affect the fair value of an investment. At year end, the City was not exposed to foreign currency risk.

Investment Accounting Policy

The City's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

D. Capital and Right of Use Assets

Capital and right of use asset activity for the year ended September 30, 2022, was as follows:

	Beginning Balances	Increases	Decreases	Ending Balances
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 118,054	\$ -	\$ -	\$ 118,054
Interim Construction	169,801	351,590	-	521,391
Total capital assets not being depreciated	<u>287,855</u>	<u>351,590</u>	<u>-</u>	<u>639,445</u>
Capital and ROU assets being depreciated/amortized:				
Infrastructure	3,188,644	-	-	3,188,644
Buildings and improvements	2,747,809	1,475,000	-	4,222,809
Equipment	3,967,002	40,790	-	4,007,792
Right of Use Assets	-	12,376	-	12,376
Total capital and ROU assets being depreciated/amortized	<u>9,903,455</u>	<u>1,528,166</u>	<u>-</u>	<u>11,431,621</u>
Less accumulated depreciation/amortization for:				
Infrastructure	(301,252)	(125,237)	-	(426,489)
Buildings and improvements	(1,416,221)	(94,123)	-	(1,510,344)
Equipment	(2,597,028)	(219,214)	-	(2,816,242)
Right of Use Assets	-	(412)	-	(412)
Total accumulated depreciation/amortization	<u>(4,314,501)</u>	<u>(438,986)</u>	<u>-</u>	<u>(4,753,487)</u>
Total capital and ROU assets being depr./amort., net	<u>5,588,954</u>	<u>1,089,180</u>	<u>-</u>	<u>6,678,134</u>
Governmental activities capital and ROU assets, net	\$ <u>5,876,809</u>	\$ <u>1,440,770</u>	\$ <u>-</u>	\$ <u>7,317,579</u>

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Beginning Balances	Increases	Transfers & Decreases	Ending Balances
Business-type activities:				
<i>Capital assets not being depreciated:</i>				
Land	\$ 289,489	-	-	\$ 289,489
Interim Construction	34,881	303,764	-	338,645
Total capital assets not being depreciated	324,370	303,764	-	628,134
<i>Capital assets being depreciated:</i>				
Buildings and improvements	16,576,018	15,218	(10,484)	16,601,720
Equipment	1,400,379	25,000	10,484	1,414,895
Westwood Water System	3,279,235	-	-	3,279,235
Total capital assets being depreciated	21,255,632	40,218	-	21,295,850
Less accumulated depreciation for:				
Buildings and improvements	(10,681,825)	(598,808)	-	(11,280,633)
Equipment	(1,277,717)	(18,275)	-	(1,295,992)
Westwood Water System	(312,689)	(65,585)	-	(378,274)
Total accumulated depreciation	(12,272,231)	(682,668)	-	(12,954,899)
Total capital assets being depreciated, net	8,983,401	(642,450)	-	8,340,951
Business-type activities capital assets, net	\$ 9,307,771	\$ (338,686)	\$ -	\$ 8,969,085

	Beginning Balances	Increases	Decreases	Ending Balances
Component Unit activities:				
<i>Capital assets not being depreciated:</i>				
Land	\$ 1,390,348	81,400	84,015	\$ 1,387,733
Total capital assets not being depreciated	1,390,348	81,400	84,015	1,387,733
<i>Capital assets being depreciated:</i>				
Buildings and improvements	74,281	-	-	74,281
Equipment	10,550	8,872	4,550	14,872
Total capital assets being depreciated	84,831	8,872	4,550	89,153
Less accumulated depreciation for:				
Buildings and improvements	(33,426)	(1,857)	-	(35,283)
Equipment	(6,550)	(2,974)	(4,550)	(4,974)
Total accumulated depreciation	(39,976)	(4,831)	(4,550)	(40,257)
Total capital assets being depreciated, net	44,855	4,041	-	48,896
Component Unit activities capital assets, net	\$ 1,435,203	\$ 85,441	\$ 84,015	\$ 1,436,629

Governmental depreciation was charged to functions as follows:

General Government	\$ 56,091
Public Safety	185,008
Highways and Streets	57,243
Culture and Recreation	41,233
Economic Development Assistance	99,410
	\$ 438,985

CITY OF FAIRFIELD
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

E. Interfund Balances and Activity

1. Due To and From Other Funds

Balances due to and from other funds at September 30, 2022, consisted of the following:

<u>Due To Fund</u>	<u>Due From Fund</u>	<u>Amount</u>	<u>Purpose</u>
General Fund	Other Governmental Funds	\$ 41,160	Short-term Loans
Hotel/Motel Fund	General Fund	125,070	Short-term Loans
		<u>\$ 166,230</u>	

All amounts are scheduled to be repaid within one year.

2. Transfers To and From Other Funds

Transfers to and from other funds at September 30, 2022, consisted of the following:

<u>Transfers From</u>	<u>Transfers To</u>	<u>Amount</u>	<u>Reason</u>
Other Governmental Funds	City Water & Sewer	\$ 177,538	Supplement other fund sources
General Fund	Hotel Motel Fund	23,755	Supplement other fund sources
Other Governmental Funds	Hotel Motel Fund	26,046	Supplement other fund sources
Other Governmental Funds	General Fund	85,339	Supplement other fund sources
City Water & Sewer	General Fund	209,976	Supplement other fund sources
		<u>\$ 308,085</u>	

CITY OF FAIRFIELD
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

F. Long-Term Obligations

1. Long-Term Obligation Activity

Long-term obligations include debt and other long-term liabilities. Changes in long-term obligations for the year ended September 30, 2022, are as follows:

	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
Governmental activities:					
Net OPEB Liability*	\$ 106,006	\$ 6,497	\$ -	\$ 112,503	\$ -
Right of Use Lease Activities	-	12,376	(189)	12,187	2,312
Notes	-	1,735,000	-	1,735,000	220,000
Notes from Direct Borrowings and Direct Placements	1,159,154	-	(142,795)	1,016,359	148,001
Total governmental activities	\$ 1,265,160	\$ 1,753,873	\$ (142,984)	\$ 2,876,049	\$ 370,313

* To be liquidated by the General Fund.

The City did not report OPEB amounts in prior years. The beginning balance has been restated for OPEB as noted in Note N.

Bonds

This is an original \$1,735,000, 2022 Series General Obligation Bonds, due in annual installments ranging from \$220,000 to \$270,000 @ 3.01% interest rate maturing September 2029. The balance at September 30, 2022 is \$1,735,000.

Bank Notes from Direct Borrowings

The City borrowed \$1,149,503 at the rate of 3.36% for the fire truck, equipment and refinance in 2020. The loan is repayable in annual payments of \$116,300 ending in 2031. The balance at September 30, 2022 is \$890,678. The equipment serves as collateral and in the event of default, the remaining balance on the note plus any accrued interest will become immediately due and payable.

The City borrowed \$241,432 at the rate of 4.0% for six vehicles in 2020. The loan is repayable in annual payments of \$66,689 ending in 2023. The balance at September 30, 2022 is \$125,681. The vehicles serve as collateral and in the event of default, the remaining balance on the note plus any accrued interest will become immediately due and payable.

Right of Use Lease Activities

The City entered into a 60 month lease for copiers in a leasing arrangement which was valued at \$12,376 in 2022 under GASB Statement No. 87, payable in monthly installments of \$225 at an interest rate of 3.50 percent. There are no variable payments not included in the measurement of the lease. The balance at September 30, 2022 is \$12,187.

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
Business-type activities:					
Water & Sewer Combination	\$ 4,535,000	\$ -	\$ (430,000)	\$ 4,105,000	\$ 165,000
Notes from Direct Borrowings and Direct Placements	3,405,388	-	(226,706)	3,178,682	189,269
Bond Premiums	475,076	-	(25,004)	450,072	-
Net OPEB Liability*	45,431	2,784	-	48,215	-
Total business-type activities	\$ 8,460,895	\$ 2,784	\$ (681,710)	\$ 7,781,969	\$ 354,269

* To be liquidated by the Water & Sewer Fund.

The City did not report OPEB amounts in prior years. The beginning balance has been restated for OPEB as noted in Note N.

Bonds

This is an original \$4,415,000, 2002 Series Water & Sewer Combination Bonds, due in annual installments ranging from \$185,000 to \$280,000 @ .25% to 2.90% interest rate maturing September 2022. The balance at September 30, 2022 is \$0.

This is an original \$4,255,000, 2021 Series Water & Sewer Combination Bonds, due in annual installments ranging from \$150,000 to \$280,000 @ 3.00% interest rate maturing September 2041. The balance at September 30, 2022 is \$4,105,000. There is an unamortized premium on the issue of \$450,072.

Bank Notes from Direct Borrowings and Direct Placements

The city borrowed \$2,750,000 at the rate of 4.50% to purchase the Westwood Water System. The loan is repayable in semiannual payments of \$104,988 ending in 2036. The balance at September 30, 2022 is \$2,163,570. The equipment serves as collateral and in the event of default the remaining balance on the note plus any accrued interest will become immediately due and payable.

The city borrowed \$213,600 at the rate of 3.3% for an aerator during the year 2017. The loan is repayable in annual payments of \$47,104 ending in 2021. The balance at September 30, 2022 is \$0. The equipment serves as collateral and in the event of default the remaining balance on the note plus any accrued interest will become immediately due and payable.

The city borrowed \$1,288,950 at the rate of 3.97% to purchase an entire new meter system that will be installed in 2019. The loan is repayable in annual payments of \$115,687 ending in 2033. The balance at September 30, 2022 is \$1,015,112. The equipment serves as collateral and in the event of default the remaining balance on the note plus any accrued interest will become immediately due and payable.

CITY OF FAIRFIELD
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Component-Unit Activities

	Beginning Balance	Increases	Decreases	Ending Balance	Amounts Due Within One Year
EDC Note Series 2018	\$ 1,234,868	\$ 1,198,594	\$ (1,262,717)	\$ 1,170,745	\$ 93,895
Total business-type activities	\$ 1,234,868	\$ 1,198,594	\$ (1,262,717)	\$ 1,170,745	\$ 93,895

The EDC borrowed \$1,500,000 at the rate of 4.125% to finance the development of the Industrial Park and may not be used for any other purpose. It is repayable in the amount of \$134,275 yearly and is secured with a pledge of sales and use tax revenue and was refinanced during the year. The balance at September 30, 2022 is \$0.

The EDC borrowed \$1,198,594 at the rate of 3.32% to refinance the 2018 note to achieve debt service savings with maturity in April 2033. \$1,198,594 was used to refund the bet and pay the early redemption penalty. It is repayable in the monthly payments of \$10,945 and is secured by a pledge of future sales and use tax revenue. The balance at September 30, 2022 is \$1,170,745. Pledged revenue recognized during the current fiscal year for debt is equal to principal, net of the refunding, and interest of \$113,317.

2. Debt Service Requirements

Right of Use Lease Activities			
Year Ending September 30,	Principal	Interest	Total
2023	\$ 2,312	\$ 390	\$ 2,702
2024	2,394	307	2,701
2025	2,479	222	2,701
2026	2,567	134	2,701
2027	2,435	43	2,478
Totals	\$ 12,187	\$ 1,096	\$ 13,283

Notes			
Year Ending September 30,	Principal	Interest	Total
2023	\$ 220,000	\$ 56,021	\$ 276,021
2024	235,000	42,065	277,065
2025	240,000	34,916	274,916
2026	250,000	27,542	277,542
2027	255,000	19,941	274,941
2028-2029	535,000	16,179	551,179
Totals	\$ 1,735,000	\$ 196,664	\$ 1,931,664

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Year Ending September 30,	Governmental Activities-Loans-Direct Borrowings		
	Principal	Interest	Total
2023	\$ 148,001	\$ 34,988	\$ 182,989
2024	153,399	29,590	182,989
2025	92,306	23,994	116,300
2026	95,404	20,896	116,300
2027	98,606	17,695	116,301
2028-2031	428,643	36,556	465,199
Totals	\$ 1,016,359	\$ 163,719	\$ 1,180,078

Year Ending September 30,	Business-type Activities-Bonds		
	Principal	Interest	Total
2023	\$ 165,000	\$ 123,150	\$ 288,150
2024	170,000	118,200	288,200
2025	175,000	113,100	288,100
2026	180,000	107,850	287,850
2027	185,000	102,450	287,450
2028-2032	1,005,000	426,000	1,431,000
2033-2037	1,160,000	266,100	1,426,100
2038-2041	1,065,000	81,150	1,146,150
Totals	\$ 4,105,000	\$ 1,338,000	\$ 5,443,000

Year Ending September 30,	Business-type Activities-Direct Borrowing Notes		
	Principal	Interest	Total
2023	\$ 189,269	\$ 136,394	\$ 325,663
2024	197,443	128,218	325,661
2025	205,973	119,688	325,661
2026	214,873	110,789	325,662
2027	224,160	101,503	325,663
2028-2032	1,273,828	353,482	1,627,310
2033-2036	873,136	83,456	956,592
Totals	\$ 3,178,682	\$ 1,033,530	\$ 4,212,212

Year Ending September 30,	Component Unit Activities-Bonds		
	Principal	Interest	Total
2023	\$ 93,895	\$ 37,448	\$ 131,343
2024	97,060	34,283	131,343
2025	100,332	31,011	131,343
2026	103,714	27,629	131,343
2027	107,210	24,133	131,343
2028-2032	592,760	63,956	656,716
2033-2037	75,774	843	76,617
Totals	\$ 1,170,745	\$ 219,303	\$ 1,390,048

CITY OF FAIRFIELD
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

G. Risk Management

The City is exposed to various risks of loss related to torts, theft, damage or destruction of assets, errors and omissions, injuries to employees, and natural disasters. During fiscal year 2022, the City purchased commercial insurance to cover general liabilities. There were no significant reductions in coverage in the past fiscal year and settlements exceeding insurance coverage for any of the past three fiscal years.

H. Pension Plan

1. Plan Description

The City participates as one of 901 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS' defined benefit pension plan is a tax-qualified plan under Section 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report (CAFR) that can be obtained at www.tmr.com.

All eligible employees of the City are required to participate in TMRS.

2. Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payments options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24, or 36 monthly payments, which cannot exceed 75% of the member's deposits and interest.

Employees covered by benefit terms:

At the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	27
Inactive employees entitled to but not yet receiving benefits	24
Active employees	37
Total covered employees	88

3. Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the City matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the City. Under the state law governing TMRS, the contribution rate for each City is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially

CITY OF FAIRFIELD
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7.0% of their annual gross earnings during the fiscal year. The contribution rates for the City were 7.56% and 7.37% in calendar years 2021 and 2022, respectively. The City's contributions to TMRS for the years ended September 30, 2022, 2021 and 2020 were \$130,102, \$125,652 and \$124,505, and were equal to the required contributions.

4. Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2021, and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions:

The Total Pension Liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	3.50% per year
Investment rate of return	6.75%, net of pension plan investment expense, including inflation

Salary increases were based on a service-related table. Mortality rates for active members, retirees, and beneficiaries were based on the gender-distinct RP2000 Combined Healthy Mortality Table, with both male and female rates multiplied by 107.5%. The rates are projected on a fully generational basis by scale BB to account for future mortality improvements. For disabled annuitants, the gender-distinct RP2000 Disabled Retiree Mortality Table is used, with slight adjustments.

Actuarial assumptions used in the December 31, 2021, valuation were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period December 31, 2014 to December 31, 2018. They were adopted in 2019 and first used in the December 31, 2019 actuarial valuation. The post-retirement mortality assumption for healthy annuitants and Annuity Purchase Rate (APRs) until 2027 are based on the Mortality Experience Investigation Study performed in 2013. In conjunction with these changes first used in the December 31, 2013 valuation, the System adopted the Entry Age Normal actuarial cost method and a one-time change to the amortization policy.

The long-term expected rate of return on pension plan investments is 6.75%. The pension plan's policy in regard to the allocation of invested assets is established and may be amended by the TMRS Board of Trustees. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income, in order to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS
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Asset Class	Target Allocation
Global Equities	35%
Core Fixed Income	6%
Non-Core Fixed Income	20%
Real Other Public/Private Markets	12%
Hedge Funds	12%
Absolute Return	5%
Private Equity	10%
Total	100%

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

Changes in Net Pension Liability	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability (a) - (b)
Balance at 12/31/2020	\$ 6,245,288	\$ 6,740,799	\$ (495,511)
Changes for the year			
Service cost	243,606	-	243,606
Interest	420,051	-	420,051
Change of benefit terms	-	-	-
Difference between expected and actual experience	32,049	-	32,049
Changes of assumptions	-	-	-
Contributions - employer	-	121,138	(121,138)
Contributions - employee	-	116,478	(116,478)
Net investment income	-	876,790	(876,790)
Benefit payments, including refunds of employee contributions	(288,216)	(288,216)	-
Administrative expense	-	(4,066)	4,066
Other changes	-	28	(28)
Net changes	407,490	822,152	(414,662)
Balance at 12/31/2021	\$ 6,652,778	\$ 7,562,951	\$ (910,173)

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Sensitivity of the net pension liability to changes in the discount rate

The following presents the net pension liability of the City, calculated using the discount rate of 6.75%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.75%) or 1-percentage-point higher (7.75%) than the current rate.

	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
City's net pension liability	\$ (89,157)	\$ (910,173)	\$ (1,595,983)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately issued TMRS financial report. That report may be obtained on the Internet at www.tmrs.com.

5. Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2022, the City recognized pension expense of \$(55,815).

At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 23,072	\$ 10,730
Changes in actuarial assumptions	-	-
Difference between projected and actual investment earnings	-	447,807
Contributions subsequent to the measurement date	95,572	-
Total	\$ 118,644	\$ 458,537

\$95,572 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability for the year ending September 30, 2023. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year ended Dec. 31:

2021	\$ (77,330)
2022	\$ (184,158)
2023	\$ (89,623)
2024	\$ (84,354)
2025	\$ -
Thereafter	\$ -

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2022

I. Postemployment Benefits other than Pensions (OPEB)

Texas Municipal Retirement System ("TMRS") administers a defined benefit group-term life insurance plan known as the Supplemental Death Benefits Fund ("SDBF"). This is a voluntary program in which participating member cities may elect, by ordinance, to provide group-term life insurance coverage for their active members, including or not including retirees.

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for

the SDBF program is assure that adequate resources are available to meet all death benefit payments for the upcoming year. The intent is not to pre-fund retiree term life insurance during employees' entire careers.

All eligible employees of the City are required to participate in TMRS.

Benefits Provided

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is considered an other postemployment benefit (OPEB) and a fixed amount of \$7,500. As the SDBF covers both active and retiree participants, with no segregation of assets, the SDBF is considered to be an unfunded OPEB plan (i.e. no assets are accumulated).

Employees covered by benefit terms:

At the December 31, 2021 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	18
Inactive employees entitled to but not yet receiving benefits	3
Active employees	37
Total covered employees	58

1. Net OPEB Liability

The City's Net OPEB Liability (NOPEBL) was measured as of December 31, 2021, and the Total OPEB Liability (TOPEBL) used to calculate the Net OPEB Liability was determined by an actuarial valuation as of that date.

Actuarial assumptions:

The Total OPEB Liability in the December 31, 2021 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.5% per year
Overall payroll growth	3.5% to 11.5% including inflation per year
Investment rate of return	1.84%, net of OPEB plan investment expense, including inflation

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2022

The actuarial assumptions used in the December 31, 2021 valuation were based on the results of an actuarial experience study for the period December 31, 2014 to December 31, 2018.

	Increase (Decrease)
	Total OPEB
	Liability
Changes in Net OPEB Liability	
Balance at 12/31/2020	\$ 151,437
Changes for the year	
Service cost	7,987
Interest	3,074
Change of benefit terms	-
Difference between expected and actual experience	(2,634)
Changes of assumptions	4,348
Contributions - employer	-
Contributions - employee	-
Net investment income	-
Benefit payments, including refunds of employee contributions	(3,494)
Administrative expense	-
Other changes	-
Net changes	9,281
Balance at 12/31/2021	\$ 160,718

Sensitivity of the Total OPEB liability to changes in the discount rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 1.84%, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (0.84%) or 1-percentage-point higher (2.84%) than the current rate.

	1% Decrease in Discount Rate	Discount Rate	1% Increase in Discount Rate
City's total OPEB liability	\$ 192,011	\$ 160,718	\$ 136,144

OPEB Plan Fiduciary Net Position

Detailed information about the OPEB plan's Fiduciary Net Position is available in a separately issued TMRS financial report. That report may be obtained on the Internet at www.tmrs.com.

2. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended September 30, 2022, the City recognized OPEB expense of \$15,280.

At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to OPEBs from the following sources:

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual economic experience	\$ 6,985	\$ 23,352
Changes in actuarial assumptions	22,591	1,504
Difference between projected and actual investment earnings	-	-
Contributions subsequent to the measurement date	2,464	-
Total	\$ 32,040	\$ 24,856

\$2,464 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability for the year ending September 30, 2022. Other amounts reported as deferred outflows and inflows of resources related to OPEBs will be recognized in OPEB expense as follows:

Fiscal Year ended Sept. 30:

2022	\$ 3,056
2023	\$ (661)
2024	\$ 1,906
2025	\$ 324
2026	\$ 94
Thereafter	\$ -

J. Health Care Coverage

During the year ended September 30, 2022, employees of the City were covered by a health insurance plan (the Plan). The City paid premiums of \$673 per month per employee to the Plan. Employees, at their option, authorized payroll withholdings to pay premiums for dependents. All premiums were paid to a third party administrator, acting on behalf of the licensed insurer. The Plan was authorized by Article 3.51-2, Texas Insurance Code and was documented by contractual agreement.

The contract between the City and the third party administrator is renewable October 1, 2022, and terms of coverage and premium costs are included in the contractual provisions.

Latest financial statements for the Texas Municipal League are available for the year ended December 31, 2022, have been filed with the Texas State Board of Insurance, Austin, Texas, and are public records.

K. Commitments and Contingencies

1. Contingencies

The City participates in grant programs which are governed by various rules and regulations of the grantor agencies. Costs charged to the respective grant programs are subject to audit and adjustment by the grantor agencies; therefore, to the extent that the City has not complied with the rules and regulations governing the grants, refunds of any money received may be required and the

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2022

collectability of any related receivable may be impaired. In the opinion of the City, there are no significant contingent liabilities relating to compliance with the rules and regulations governing the respective grants; therefore, no provision has been recorded in the accompanying basic financial statements for such contingencies.

The component unit EDC has been awarded a federal grant for improvements to Old Mexia-Fairfield Road owned by Freestone County. The EDC entered into a contract with an engineering firm related to this project for a total contract value of \$186,000. As of September 30, 2022, the EDC spent \$123,245 on this contract. The remaining commitment on this contract as of September 30, 2022 is \$62,755. No other contracts have been entered into related to this project.

2. Litigation

No reportable litigation was pending against the City at September 30, 2022.

3. Contingencies

The city has \$4,337,648 in cash available from its 2021 Bond Issue to pay for water and sewer improvements in the TDCJ Fund. The amount obligated during the current year was \$163,936, and the remaining \$4,173,712 is expected to be spent during the year ending September 30, 2023.

L. Future Pronouncements

The City is currently evaluating the potential impact related to the implementation of the following GASB Statements, scheduled to become effective in fiscal years 2023, 2024 and 2025:

Statement No. 96, Subscription-Based Information Technology Agreements

Statement No. 100, Accounting Changes and Error Corrections – An Amendment of GASB Statement No. 62

Statement No. 101, Compensated Absences

M. Notes Receivable – Component Unit Performance Contracts

Effective December 18, 2018, the EDC entered into a performance agreement with Calhoun Frontier, LLC. Under the terms of the agreement, the EDC paid \$100,000 directly to Calhoun Frontier, LLC in an effort to promote local employment and tax revenue. The promissory note is equal to \$100,000. The forgiveness of the note will be contingent on a number of obligations as set out in the performance agreement. Upon meeting the requirements, there will be no further obligation to the EDC under this agreement. The performance agreement expires December 3, 2023. At September 30, 2022, the balance of the promissory note was \$100,000.

Effective May 1, 2019, the EDC entered into a performance agreement with JRTR Investments, Ltd. Under the terms of the agreement, the EDC paid \$125,000 directly to JRTR Investments, Ltd. in an effort to promote local employment and tax revenue. The promissory note is equal to \$125,000. The forgiveness of the note will be contingent on a number of obligations as set out in the performance agreement. Upon meeting the requirements, there will be no further obligation to the EDC under this agreement. The performance agreement expires March 1, 2025. At September 30, 2022, the balance of the promissory note was \$125,000.

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED SEPTEMBER 30, 2022

Effective August 11, 2020, the EDC entered into a performance agreement with Rural Rehab Providers, LLC. Under the terms of the agreement, the EDC paid \$110,000 directly to Rural Rehab Providers, LLC in an effort to promote local employment and tax revenue. The promissory note is equal to \$111,000. The forgiveness of the note will be contingent on a number of obligations as set out in the performance agreement. Upon meeting the requirements, there will be no further obligation to the EDC under this agreement. The performance agreement expires August 11, 2023. At September 30, 2022, the balance of the promissory note was \$111,000.

Effective September 2, 2020, the EDC entered into a performance agreement with Blacklidge Emulsions, Inc. Under the terms of the agreement, the EDC sold a tract from Fairfield Industrial Park South directly to Blacklidge Emulsions, Inc. in an effort to promote additional employment and economic growth for the Fairfield Community. The promissory note is equal to \$203,000. The forgiveness of the note will be contingent on a number of obligations as set out in the performance agreement. Upon meeting the requirements, there will be no further obligation to the EDC under this agreement. The performance agreement expires September 2, 2024. At September 30, 2022, the balance of the promissory note was \$203,000.

Effective September 2, 2020, the EDC entered into a performance agreement with Freestone Diesel Performance. Under the terms of the agreement, the EDC paid \$15,000 directly to Freestone Diesel Performance in an effort to promote local employment and tax revenue. The promissory note is equal to \$15,000. The forgiveness of the note will be contingent on a number of obligations as set out in the performance agreement. Upon meeting the requirements, there will be no further obligation to the EDC under this agreement. The performance agreement expired September 2, 2021. At September 30, 2022, the balance of the promissory note was \$0.

Effective October 8, 2020, the EDC entered into a performance agreement with CCPJ Texas, LLC. Under the terms of the agreement, the EDC paid \$200,000 directly to CCPJ Texas, LLC in an effort to promote local employment and tax revenue. The promissory note is equal to \$200,000. The forgiveness of the note will be contingent on a number of obligations as set out in the performance agreement. Upon meeting the requirements, there will be no further obligation to the EDC under this agreement. The performance agreement expires October 8, 2022. At September 30, 2022, the balance of the promissory note was \$200,000.

Effective October 13, 2020, the EDC entered into a performance agreement with Archrock Services, LP. Under the terms of the agreement, the EDC paid \$5,200 directly to Archrock Services, LP for the first two months rent owed by Archrock Services, LP and is to allow Archrock Services, LP the use of the billboard. The promissory note is equal to \$5,200 and will be reduced by \$217 for every month's rent paid to the landlord. The forgiveness of the note will be contingent on a number of obligations as set out in the performance agreement. Upon meeting the requirements, there will be no further obligation to the EDC under this agreement. The performance agreement expires November 30, 2022. At September 30, 2022, the balance of the promissory note was \$0.

Effective October 13, 2020, the EDC entered into a performance agreement with Diane Huston dba Pack N' Mail. Under the terms of the agreement, the EDC paid \$4,709 directly to Huston in an effort to promote local employment and tax revenue. The promissory note is equal to \$4,709. The forgiveness of the note will be contingent on a number of obligations as set out in the performance agreement. Upon meeting the requirements, there will be no further obligation to the EDC under this agreement. The performance agreement expires October 13, 2022. At September 30, 2022, the balance of the promissory note was \$4,709.

CITY OF FAIRFIELD

NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2022

Effective November 4, 2020, the EDC entered into a performance agreement with Scott Long. Under the terms of the agreement, the EDC paid \$10,000 directly to Long in an effort to promote local employment and tax revenue. The promissory note is equal to \$10,000. The forgiveness of the note will be contingent on a number of obligations as set out in the performance agreement. Upon meeting the requirements, there will be no further obligation to the EDC under this agreement. The performance agreement expired May 4, 2022. At September 30, 2022, the balance of the promissory note was \$0.

Effective March 9, 2021 the EDC entered into a performance agreement with Tank Holding Corp. Under the terms of the agreement, the EDC sold a tract from Fairfield Industrial Park directly to Tank Holding Corp. in an effort to promote additional employment and economic growth for the Fairfield Community. The promissory note is equal to \$76,300. The forgiveness of the note will be contingent on a number of obligations as set out in the performance agreement. Upon meeting the requirements, there will be no further obligation to the EDC under this agreement. The performance agreement expired March 9, 2022. At September 30, 2022, the balance of the promissory note was \$0.

Effective November 11, 2021 the EDC entered into a performance agreement with Neat and Wilson, Inc. and GB&D Neat Properties, LLC (Neat). Under the terms of the agreement, the EDC sold a tract from Fairfield Industrial Park directly to Neat in an effort to promote additional employment and economic growth for the Fairfield Community. The promissory note is equal to \$239,000. The forgiveness of the note will be contingent on a number of obligations as set out in the performance agreement. Upon meeting the requirements, there will be no further obligation to the EDC under this agreement. The performance agreement expires November 1, 2026. At September 30, 2022, the balance of the promissory note was \$239,000.

Effective August 18, 2022 the EDC entered into a performance agreement with Hoover Treated Wood Products, Inc. Under the terms of the agreement, the EDC will replat a tract from Fairfield Industrial Park and sell it directly to Hoover Treated Wood Products, Inc. in an effort to promote additional employment and economic growth for the Fairfield Community. In addition, the EDC will assist and file an application for tax abatement with the City of Fairfield and the County of Freestone for approval. Hoover Treated Wood Products, Inc.'s obligations under the performance agreement are subject to the tax abatement being approved by the City of Fairfield and the County of Freestone. The EDC will also ensure that the title company issues a Texas owner's policy of title insurance. The performance agreement expires August 18, 2027. At September 30, 2022, the balance of the promissory note was \$0 because conveyance of the property from the EDC to Hoover Treated Wood Products, Inc. did not take place until after year-end as described in the amendments to the original performance agreement.

N. Prior Period Adjustments

On Schedule A-2 there is an increase to Net Position – Beginning of \$122,791 representing \$171,006 of net pension assets that should have been reflected in the Proprietary Fund in the prior fiscal year and \$48,215 of net OPEB liabilities that were not recorded in the prior year.

O. Subsequent Event

On December 13, 2022, the City of Fairfield adopted certain tax abatement guidelines and criteria pursuant to Section 312.002 of the Texas Tax Code, Property Redevelopment and Tax Abatement Act, to permit the City to make tax abatements available in a designated reinvestment area for new facilities and structures as well as expansion or modernization of existing facilities and structures. The City approved a five year agreement for tax abatement with Hoover Treated Wood Products, Inc. for an

CITY OF FAIRFIELD

*NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2022*

economic development project to build and operate an industrial plant for the production of treated wood products on Tract 27 of the Fairfield Industrial Park, Phase II.

The City approved a bid in the amount of \$1,277,777 on August 8, 2023, related to a new water well at 300 Love Street.

Effective in February 2023, the EDC entered into a promissory note with Hoover Treated Wood Products, Inc. for \$623,000. The forgiveness of the note will be contingent on a number of obligations as set out in the performance agreement. Upon meeting the requirement, there will be no further obligation to the EDC under this agreement.

DRAFT

Required Supplementary Information

Required supplementary information includes financial information and disclosures required by Governmental Accounting Standards Board but not considered a part of the basic financial statements.

CITY OF FAIRFIELD
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenue:				
Taxes:				
General Property Taxes	\$ 725,000	\$ 725,000	\$ 798,386	\$ 73,386
General Sales and Use Taxes	2,064,000	2,064,000	2,361,003	297,003
Franchise Taxes	264,000	264,000	247,885	(16,115)
Alcoholic Beverages	5,000	5,000	12,626	7,626
Intergovernmental	-	-	165,558	165,558
Fines	75,000	75,000	45,257	(29,743)
Investment Earnings	2,000	2,000	501	(1,499)
Miscellaneous	400,000	400,000	172,545	(227,455)
Total revenues	<u>3,535,000</u>	<u>3,535,000</u>	<u>3,803,761</u>	<u>268,761</u>
Expenditures:				
General Government	964,642	964,642	432,735	531,907
Public Safety	1,356,953	1,356,953	1,427,264	(70,311)
Highway & Streets	430,870	430,870	441,608	(10,738)
Culture & Recreation	198,697	198,697	318,093	(119,396)
Economic Development and Assistance	150,757	150,757	766,907	(616,150)
Debt Service				
Principal	-	-	142,984	(142,984)
Interest and Fiscal Charges	-	-	40,231	(40,231)
Capital Outlay:				
Equipment & Buildings	428,600	428,600	1,733,276	(1,304,676)
Total Expenditures	<u>3,530,519</u>	<u>3,530,519</u>	<u>5,303,098</u>	<u>(1,772,579)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>4,481</u>	<u>4,481</u>	<u>(1,499,337)</u>	<u>(1,503,818)</u>
Other Financing Sources (Uses):				
Debt Proceeds	-	-	1,747,376	1,747,376
Operating Transfers In	-	-	295,315	295,315
Operating Transfers Out	-	-	(23,755)	(23,755)
Bond Issuance Costs	-	-	(47,500)	(47,500)
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>1,971,436</u>	<u>1,971,436</u>
Net Change in Fund Balances	<u>4,481</u>	<u>4,481</u>	<u>472,099</u>	<u>467,618</u>
Fund Balances - Beginning	95,657	95,657	95,657	-
Fund Balances - Ending	<u>\$ 100,138</u>	<u>\$ 100,138</u>	<u>\$ 567,756</u>	<u>\$ 467,618</u>

CITY OF FAIRFIELD
SCHEDULE OF CITY CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM
LAST TEN FISCAL YEARS *

	Fiscal Year Ended September 30,									
	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Actuarially determined contribution	\$ 130,102	\$ 125,652	\$ 124,505	\$ 122,988	\$ 122,505	\$ 103,089	\$ 87,228	\$ 52,953	\$ -	\$ -
Contributions in relation to the actuarially determined contribution	(130,102)	(125,652)	(124,505)	(122,988)	(122,505)	(103,089)	(87,228)	(52,953)	-	-
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City's covered payroll	\$ 1,751,118	\$ 1,661,168	\$ 1,686,427	\$ 1,481,592	\$ 1,437,890	\$ 1,459,120	\$ 1,600,898	\$ 1,560,010	--	\$ --
Contributions as a percentage of covered payroll	7.43%	7.56%	7.38%	8.30%	8.52%	7.07%	5.45%	3.39%	--	--

* This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, this schedule provides the information for those years for which information is available.

CITY OF FAIRFIELD

SCHEDULE OF CHANGES IN THE CITY'S
NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
LAST TEN FISCAL YEARS *

EXHIBIT B-3

	Plan Year Ended December 31,									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Total pension liability:										
Service cost	\$ 243,606	\$ 249,254	\$ 222,683	\$ 219,710	\$ 222,954	\$ 168,575	\$ 158,809	\$ -	\$ -	\$ -
Interest	420,051	397,982	375,697	372,523	359,764	348,749	298,430	-	-	-
Changes of benefit terms	-	-	-	-	-	630,725	-	-	-	-
Differences between expected and actual experience	32,049	(29,070)	27,596	(205,887)	(30,230)	(50,175)	(50,474)	-	-	-
Changes of assumptions	-	-	8,423	-	-	-	130,105	-	-	-
Benefit payments, including refunds of employee contributions	(288,216)	(288,550)	(346,538)	(335,084)	(388,611)	(273,688)	(264,542)	-	-	-
Net change in total pension liability	407,490	329,616	287,861	51,262	163,877	824,186	272,328	-	-	-
Total pension liability - beginning	6,245,288	5,915,672	277,879	267,189	5,412,672	4,588,486	4,316,158	-	-	-
Total pension liability - ending (a)	\$ 6,652,778	\$ 6,245,288	\$ 565,740	\$ 318,451	\$ 5,576,549	\$ 5,412,672	\$ 4,588,486	\$ -	\$ -	\$ -
Plan fiduciary net position:										
Contributions - employer	\$ 121,138	\$ 123,162	\$ 120,159	\$ 119,069	\$ 119,341	\$ 74,757	\$ 51,324	\$ -	\$ -	\$ -
Contributions - employee	116,478	118,050	103,711	100,652	102,138	93,092	78,000	-	-	-
Net investment income	876,790	478,052	860,838	(175,643)	734,895	342,692	7,686	-	-	-
Benefit payments, including refunds of employee contributions	(288,216)	(288,550)	(346,538)	(335,084)	(388,611)	(273,688)	(264,542)	-	-	-
Administrative expense	(4,066)	(3,101)	(4,875)	(3,401)	(3,815)	(3,876)	(4,683)	-	-	-
Other	28	(121)	(146)	(178)	(192)	(209)	(231)	-	-	-
Net change in plan fiduciary net position	822,152	427,492	733,149	(294,585)	563,756	232,768	(132,446)	-	-	-
Plan fiduciary net position - beginning	6,740,799	6,313,307	5,580,158	5,874,743	5,310,987	5,078,219	5,210,665	-	-	-
Plan fiduciary net position - ending (b)	\$ 7,562,951	\$ 6,740,799	\$ 6,313,307	\$ 5,580,158	\$ 5,874,743	\$ 5,310,987	\$ 5,078,219	\$ -	\$ -	\$ -
City's net pension liability - ending (a) - (b)	\$ (910,173)	\$ (495,511)	\$ (5,747,567)	\$ (5,261,707)	\$ (298,194)	\$ 101,685	\$ (489,733)	\$ -	\$ -	\$ -
Plan fiduciary net position as a percentage of the total pension liability	113.68%	107.93%	106.72%	99.15%	105.35%	98.12%	110.67%	-	-	-
Covered payroll	\$ 1,663,974	\$ 1,686,427	\$ 1,481,592	\$ 1,437,890	\$ 1,459,120	\$ 1,600,898	\$ 1,560,010	\$ -	\$ -	\$ -
City's net pension liability as a percentage of covered payroll	-54.70%	-29.38%	-26.84%	3.31%	-20.44%	6.35%	-31.39%	-	-	-

Notes to Schedule:

* This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, this schedule provides the information only for those years for which information is available.

CITY OF FAIRFIELD

SCHEDULE OF CHANGES IN THE CITY'S
NET OPEB LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM
LAST TEN FISCAL YEARS *

EXHIBIT B-4

	Plan Year Ended December 31,									
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Total OPEB liability:										
Service cost	\$ 7,987	\$ 6,746	\$ 4,593	\$ 4,889	\$ 4,377	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	3,074	3,652	5,430	3,827	3,782	-	-	-	-	-
Changes of benefit terms	-	-	-	-	-	-	-	-	-	-
Differences between expected and actual experience	(2,634)	(5,311)	(43,566)	29,509	-	-	-	-	-	-
Changes of assumptions	4,348	17,608	20,076	(6,360)	7,999	-	-	-	-	-
Benefit payments, including refunds of employee contributions	(3,494)	(1,349)	(1,037)	(863)	(875)	-	-	-	-	-
Net change in total pension liability	9,281	21,346	(14,504)	31,002	15,283	-	-	-	-	-
Total OPEB liability - beginning	151,437	130,091	144,595	113,593	98,310	-	-	-	-	-
Total OPEB liability - ending (a)	<u>\$ 160,718</u>	<u>\$ 151,437</u>	<u>\$ 130,091</u>	<u>\$ 144,595</u>	<u>\$ 113,593</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll	\$ 1,663,974	\$ 1,686,427	\$ 1,481,592	\$ 1,437,890	\$ 1,459,120	\$ -	\$ -	\$ -	\$ -	\$ -
City's net pension liability as a percentage of covered payroll	9.66%	8.98%	8.78%	10.06%	7.79%	-	-	-	-	-

Notes to Schedule:

* This schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, this schedule provides the information only for those years for which information is available.

CITY OF FAIRFIELD

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION FOR THE YEAR ENDED SEPTEMBER 30, 2022

Budget

The official budget was prepared for adoption for the General Fund. The budget was prepared in accordance with accounting practices generally accepted in the United States of America. The following procedures are followed in establishing the budgetary data:

- a. Prior to September 30 of the preceding fiscal year, the City prepares a budget for the next succeeding fiscal year. The operating budget includes proposed expenditures and the means of financing them.
- b. A meeting of the Council is then called for the purpose of adopting the proposed budget after ten days' public notice of the meeting has been given.
- c. Prior to the beginning of the fiscal year, the budget is legally enacted through passage of a resolution by the Council.

Once a budget is approved, it can be amended at function and fund level only by approval of a majority of the members of the Council. Amendments are presented to the Board at its regular meetings.

Each amendment must have Council approval. Such amendments are made before the fact, are reflected in the official minutes of the Council and are not made after fiscal year end as required by law.

Each amendment is controlled by the budget coordinator at the revenue and expenditure function/object level. Budgeted amounts are as amended by the Council. All budget appropriations lapse at year end.

Encumbrances for goods or purchased services are documented by purchase orders or contracts. Under Texas law, appropriations lapse at September 30, and encumbrances outstanding at that time are to be either cancelled or appropriately provided for in the subsequent year's budget. There were no end-of-year outstanding encumbrances that were provided for in the subsequent year's budget.

The City exceeded its budget for the year ended September 30, 2022 as noted in the Schedule of Findings and Responses item 2022-3.

CITY OF FAIRFIELD**NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE YEAR ENDED SEPTEMBER 30, 2022****Schedule of Employer Contributions to Pension Plan****Valuation Date:**

Notes

Actuarial determined contribution rates are calculated as of December 31 and become effective in January, 13 months later.

Methods and Assumptions Used to Determine Pension Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Close
Remaining Amortization Period	23 years
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.5%
Salary Increases	3.50% to 11.50% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based tables of rates that are specific to the City's plan of benefits. Last updated for the 2019 valuation pursuant to an experience study of the period 2014-2018
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP. Pre-retirement: PUB(10) mortality tables, with the Public Safety table used for males and the General Employee tables used for females. The rates are projected on a fully generational basis with scale UMP.

Other Information:

Notes

Removed statutory max.

CITY OF FAIRFIELD

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION FOR THE YEAR ENDED SEPTEMBER 30, 2022

Methods and Assumptions Used to Determine OPEB Contribution Rates:

Valuation Date:

Notes

The actuarial assumptions used in the December 31, 2021 valuation were based on the results of actuarial experience study for the period December 31, 2014 to December 31, 2018.

Inflation

2.50%

Salary Increases

3.50% to 11.50% including inflation

Discount Rate*

1.84%

Mortality rates – service retirees

2019 Municipal Retirees of Texas Mortality Tables. The rates are projected on a fully generational basis with scale UMP.

Mortality rates – disabled retirees

2019 Municipal Retirees of Texas Mortality Tables with a 4 year set-forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by Scale UMP to account for future mortality improvements subject to the floor.

*The discount rate was based on the Fidelity Index's "20-Year Municipal GO AA Index" rate as of December 31, 2021.

Overall Compliance and Internal Control Section

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

City Council
City of Fairfield
222 South Mount Street
Fairfield, TX 75840

Members of the City Council:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Fairfield as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City of Fairfield's basic financial statements, and have issued our report thereon dated August 31, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Fairfield's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Fairfield's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Fairfield's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify certain the deficiencies in internal control, described in the accompanying schedule of findings and responses as items 2022-1, 2022-2 and 2022-3 to be material weaknesses.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City of Fairfield's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, and which are described in the accompanying schedule of findings and responses as item 2022-3.

City of Fairfield's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our engagement and described in the accompanying schedule of findings and responses. The City of Fairfield's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Respectfully submitted,

Anderson, Marx & Boyl, P.C.

Corsicana, Texas
August 31, 2023

CITY OF FAIRFIELD

SCHEDULE OF FINDINGS AND RESPONSES FOR THE YEAR ENDED SEPTEMBER 30, 2022

Financial Statement Findings

2022-1 Material Adjusting Journal Entries

Condition: The City failed to post material adjustments.

Criteria: The City is required to maintain proper records that accurately reflect the condition of the City.

Effect: The City's Assets, Deferred Revenue Outflows, Liabilities, Deferred Resource Inflows, and Equity did not reflect the proper amounts.

Cause: The City failed to adjust its records to the correct amounts.

Recommendation: The City should post all required adjustments.

City's Response: The City will post all necessary adjustments.

2022-2 Component Unit

Condition: The Component Unit failed to maintain proper segregation of the functions of asset custody, authorizing transactions, and recording transactions.

Criteria: The City is required to maintain proper segregation of duties to prevent a single individual from having the ability to perpetrate an error and conceal it without the error being discovered in a timely manner.

Effect: Component Unit financial statement by error or fraud could go undetected.

Cause: The Component Unit failed to maintain proper segregation of duties.

Recommendation: The Component Unit should segregate the functions of custody of assets, authorizing transactions, and recording transaction.

City's Response: The Component Unit will work on the development of compensating procedures to mitigate the lack of segregation of duties.

2022-3

Condition: The City exceeded its budget in Culture & Recreation, Economic Development and Assistance and Capital Outlay

Criteria: The City is required to not spend funds in excess of its budget.

Effect: The City's expenditures exceeded its budget.

Cause: The City's payments for utilities were not properly budgeted.

Recommendation: The City should amend its budget before making disbursements that would exceed the budget.

City's Response: The City will amend its budget as needed, to prevent overspending.

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

AGENDA ITEM: 7.

AGENDA SUBJECT: DISCUSSION AND POSSIBLE ACTION TO APPROVE HEALTH BENEFITS FROM ANCO INSURANCE COMPANY.

PREPARED BY:

DATE SUBMITTED: September 9, 2023

EXHIBITS: 1. Anco Insurance

BUDGETARY IMPACT:

SUMMARY:

RECOMMENDED ACTION:

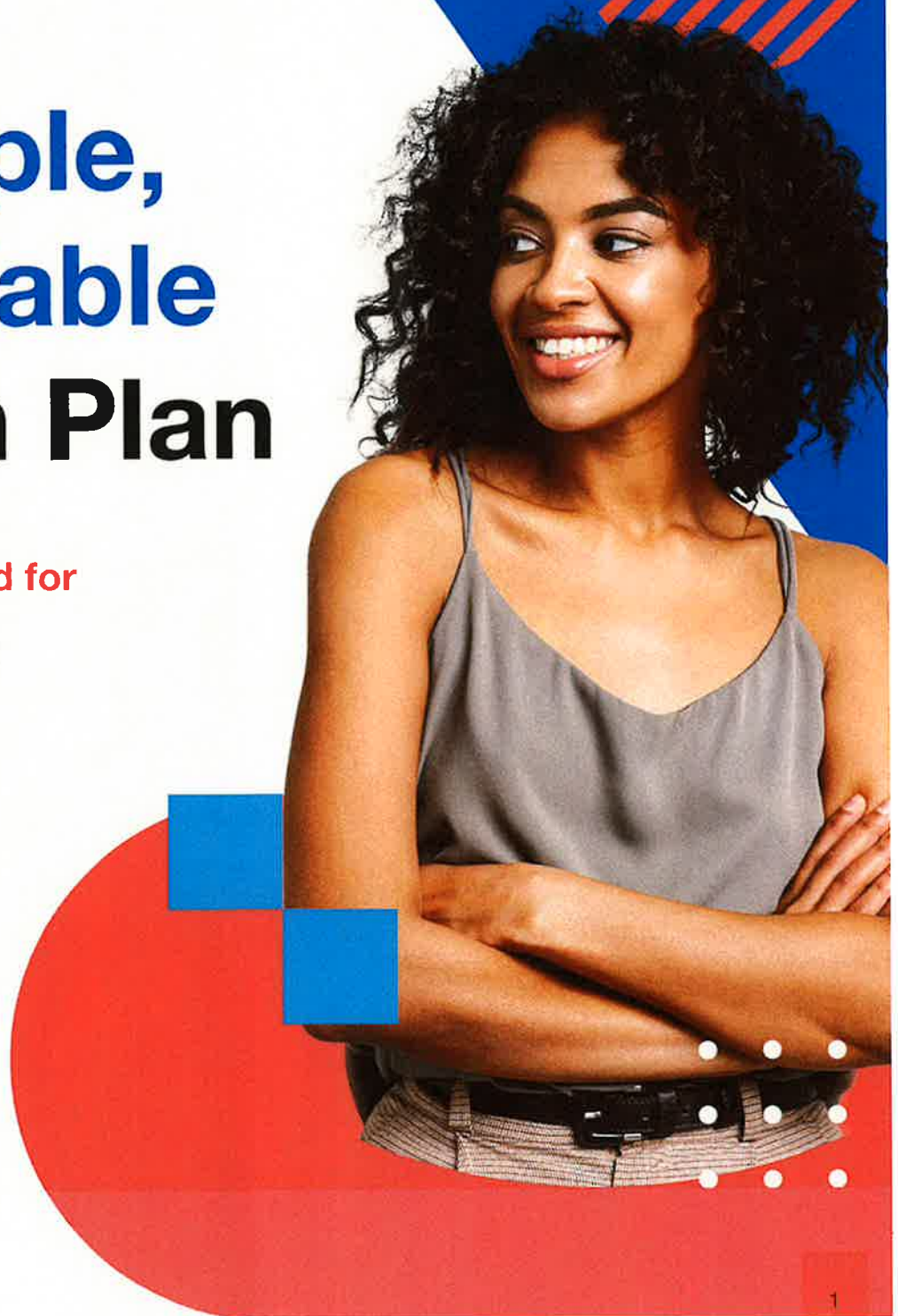
FAIRFIELD

T E X A S



A Simple, Affordable Health Plan

Proposal Prepared for
City of Fairfield





We're a next generation health plan both you and your employees will love.

Greetings,

I am excited to introduce you to Curative, a new health insurance plan in Texas that is distinctively different from any other plan in the market today... and that's by design. It became clear to us that traditional, and namely high deductible plans, just don't work well for anyone. Employees aren't getting healthier and health benefits aren't getting more affordable for employers.

Our innovative benefits solution eliminates financial barriers to healthcare and offers true transparency, affordability and simplicity for everyone. We pride ourselves on an exceptional customer experience paired with **no copays and no deductibles for in-network care and preferred prescriptions**, including generic, brand and specialty. At Curative, we believe health insurance should cover the cost of healthcare. Period.

The Curative plan works because we **proactively engage our members from Day 1** to increase preventive care, achieve better outcomes and lower overall costs. Healthier workforces don't just happen by treating what's wrong. It's all about guidance and support from a trusted Care Navigator and convenient tools that help members take control of their health and well-being. We truly make it simple for members to focus on their health care, not health costs. When healthcare is this easy, employees feel healthy, productive and engaged. And the total cost of care goes down.

We're especially pleased to present this proposal to City of Fairfield for a \$0 copay / \$0 deductible benefit plan we know you'll love. **Please see the level funded proposal for City of Fairfield, which includes the PPO only option. The level funded Agg only quote is -24.8% below renewal premium**

Consider choosing the Curative alternative to the status quo. We want to be your partner in building a healthier workforce together.

Fred Turner

Chief Executive Officer



The status quo in healthcare isn't working.

People are deferring care. Employees aren't getting healthier and health benefits aren't getting more affordable for anyone.

- **High out-of-pocket** costs cause people to avoid essential care
- **Complex** systems create uncertainty, confusion, and overwhelm
- **Minimal guidance** to navigate the system and deal with stress

Curative is stepping up to meet the challenges.

We know better health depends on access to care people can use and afford. Yet traditional insurers continue to promote higher deductibles that lead to increased cost. **Roughly half of Americans defer or avoid essential care due to cost. Curative makes preventive care affordable and approachable, encouraging healthy behaviors, putting medical advancements to work, and helping members live longer, healthier lives** — with lower long-term total cost of care for members and employers alike. Ultimately, we offer a plan that is:



Affordable

Bringing copays and deductibles down to zero including on most prescriptions so members are not prevented from seeking care when they need it



Engaging

With our Baseline Visit and trusted, ongoing support from a Care Navigator, members are actively engaged in their health from day 1.

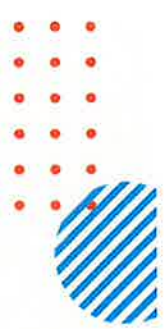


Simple

Designing a simple, modern experience so healthcare is streamlined, integrated, and stress-free



We're a sustainable healthcare plan that makes it easy to **actually achieve better health.**



No copays. No deductibles. No...really.

- One competitive monthly premium.
- \$0 copays and deductibles for in-network care and preferred prescriptions.
- All with the completion of a Baseline Visit in the first 120 days.

Engagement from the very start.

- A Baseline Visit within 120 days
- Access to a Care Navigator—assigned points of contact to make life easy
- Dedicated service teams to make employers accounts run smoothly

Intelligent, whole care for better health.

- 24/7/365 Telehealth
- Programs and partnerships for obesity, diabetes, pregnancy, and more
- 360° Health Analytics to power insights for members and employer populations

A pharmacy like no other.

- Large formulary of preferred prescriptions
- Same day delivery available*

**Same day delivery when available in Austin, other geographies coming soon*

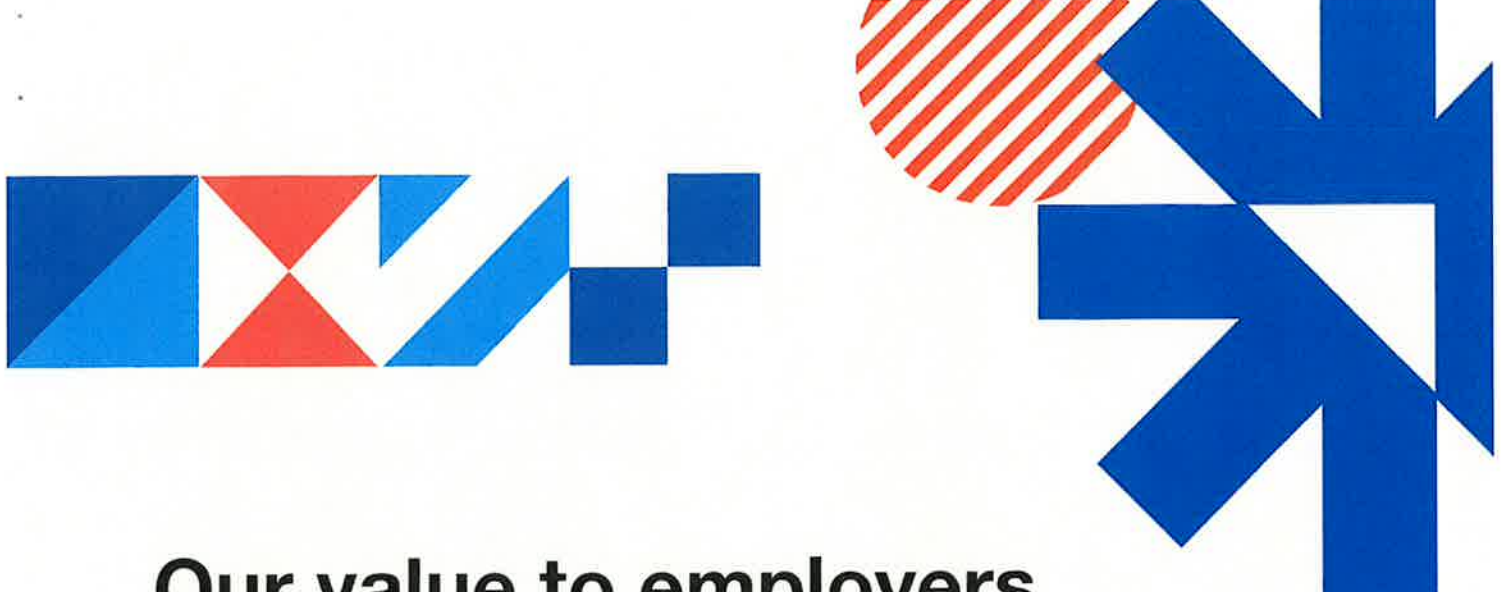


So, what's a Baseline Visit?

A Baseline Visit is an opportunity for members to engage with a Navigator and a clinician** to jumpstart their health and wellness journey by identifying gaps in care. They will be oriented to the plan, connected to wellness programs and be given the time to get any health questions answered. Visits are done virtually from the comfort of home.

***Clinician portion is only available in licensed states (currently TX, CA, ID, WA, NY, PA, FL).*





Our value to employers is **unmatched**

Sustainable cost savings through better health

Our plan enables members to get the right care at the right time and setting, to prevent problems from becoming costlier, and ultimately delivering sustainable cost savings to employers.

Employees engaged in maintaining their health and wellness

We catch problems early and eliminate the stress of navigating a complex system so employers can have healthy employees and a healthy company

Easy and clear health benefits for employers and their employees

We provide a simple, trustworthy plan that keeps employees satisfied and positively impacts retention



We have the
financial
**strength and
stability to
succeed.**



Working capital and RBC fully funded with
Texas Department of Insurance for 3 years



We're a provider network for Texas and beyond

Choice is important when it comes to health care.

National Network

6,100 Hospitals

131K Ancillary Facilities

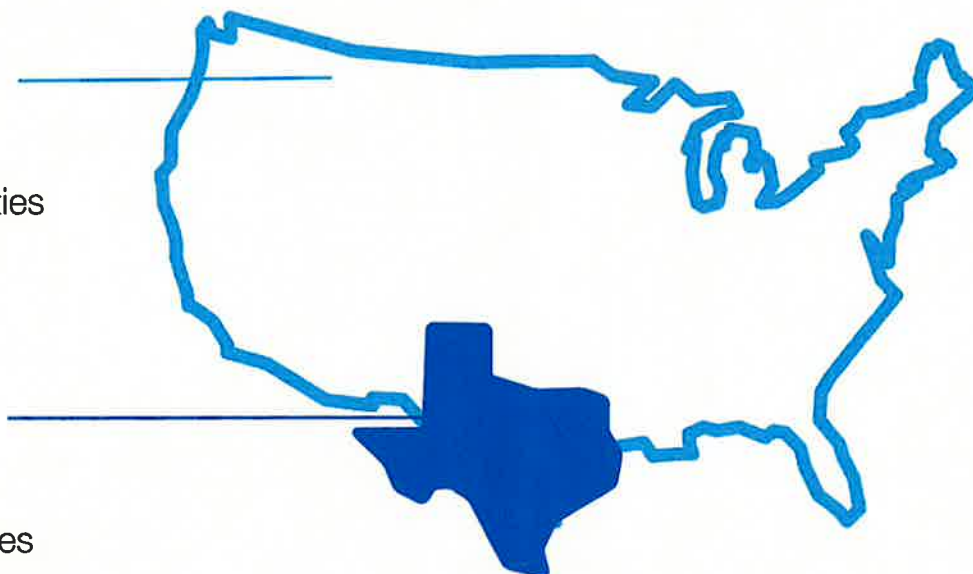
845K Professional
Providers

Texas Network

573 Hospitals

11K Ancillary Facilities

65K Professional Providers



Curative offers one of the largest provider networks in Texas, including many doctors and hospitals you already know, use, and trust.

In addition we partnered with First Health Network for access to services across the country. About 96% of people across the US have access to a provider in the First Health Network.



Curative Benefits At-A-Glance

Curative makes it easy for employees to know where they stand with their complete health and make the choices to live a happier, healthier, more resilient life.

Benefits Summary

PPO Plan Curative Coverage	Curative In-Network (Copay deductible, copay insurance when compliant with Baseline Visit)	Curative In-Network (Copay deductible, copay insurance when non-compliant with Baseline Visit)	Curative Out-of-Network
Annual Deductible	\$0	\$5,000/person and \$10,000/family	\$10,000/person and \$20,000/family
Coinsurance Percentage	0%	20% Medical 25% Pharmacy	50%
Annual Out-of-Pocket Maximum (Medical)	\$0	\$7,500/person and \$15,000/family	\$15,000/person and \$30,000/family
Lifetime Maximum Benefit	No Limit	No Limit	No Limit
Office/Virtual Visit - Family Practice, Internal Medicine, OB/ GYN, Pediatrics	\$0	\$25 copay after deductible	\$50 copay after deductible
Specialist Office/Virtual Visit	\$0	\$50 copay after deductible	\$100 copay after deductible
Telemedicine - Urgent Care with a 24/7/365 On Demand Doctor Visit	\$0	\$0 copay	No coverage
Urgent Care	\$0	20% coinsurance after deductible	50% coinsurance after deductible
Preferred Drugs - Includes certain Generic, Brand Name, & Specialty drugs	\$0	\$50 copay after deductible	50% coinsurance after deductible
Non-preferred Drugs	\$50/\$250	\$100 copay after deductible for brand & generic 25% coinsurance after deductible for specialty drugs	50% coinsurance after deductible
Hospital / Free Standing Emergency Room	\$0	20% coinsurance after deductible	20% coinsurance after deductible
Emergency Room Physicians	\$0	20% coinsurance after deductible	20% coinsurance after deductible
Outpatient Surgery - Physician	\$0	20% coinsurance after deductible	50% coinsurance after deductible
Outpatient Lab and X-Ray	\$0	20% coinsurance after deductible	50% coinsurance after deductible
Hospital - Semi-private Room and Board	\$0	20% coinsurance after deductible	50% coinsurance after deductible
Hospital Inpatient Surgery	\$0	20% coinsurance after deductible	50% coinsurance after deductible



Your Curative Quote

We appreciate the opportunity to present this proposal on behalf of your client, City of Fairfield.

In one of the country's most competitive job markets, Curative presents a new health plan that employees will love to use, and City of Fairfield will love to offer. Health insurance is one of the most important relationships you have and we value that. We are pleased to provide you with your personalized Plan Design and Rates below.

PPO Only

Option I: 110% Aggregate Stop Loss Only

PPO	Employees by Tier	PEPM	Admin & SL	Claims Fund	Monthly
Employee Only	25	\$660.11	\$168.37	\$491.74	\$16,503
Employee & Spouse	2	\$1,340.03	\$341.80	\$998.23	\$2,680
Employee & Child(ren)	3	\$1,161.81	\$296.34	\$865.47	\$3,485
Employee & Family	8	\$1,947.35	\$496.71	\$1,450.64	\$15,579
	38				\$38,247
	38	Total Funding:			\$38,247

Option II: \$25K ISL, ASL 110%

PPO	Employees by Tier	PEPM	Admin & SL	Claims Fund	Monthly
Employee Only	25	\$710.64	\$350.35	\$360.29	\$17,766
Employee & Spouse	2	\$1,442.61	\$711.21	\$731.40	\$2,885
Employee & Child(ren)	3	\$1,250.75	\$616.62	\$634.13	\$3,752
Employee & Family	8	\$2,096.41	\$1,033.53	\$1,062.88	\$16,771
	38				\$41,175
	38	Total Funding:			\$41,175

	Amount	Type
Commissions	6.00%	% of prem

"The rate quote provided is conditional and subject to final underwriting of the group through the census provided to us, participation and contribution levels, as well as other information in the employer and employee-specific application and enrollment forms. An employer in receipt of this conditional rate quote should not cancel any existing group health coverage before obtaining a final quote from us after final underwriting has been completed. The coverage described may include a summary or abbreviated version of the actual insurance contract. The Group Policy and certificates of coverage are the contractual documents that will control in the event of any conflict."



Let's Partner Up

Get in Touch

FELIPE CANTU

Vice President of Sales

FelipeCantu@Curative.com

curative.com/healthplan



/CurativeInc



/CurativeInc



@CurativeInc



@Curative

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

AGENDA ITEM: 8.

AGENDA SUBJECT: DISCUSSION AND POSSIBLE ACTION TO APPROVE WARRANTY DEED WITHOUT WARRANTY AND TERMINATION OF EASEMENT APPURTENANT AT FREESTONE POWER GENERATION,LLC.

PREPARED BY:

DATE SUBMITTED: September 8, 2023

EXHIBITS: 1. FreestoneDeed (Texas) (08-17-2023-REV1) (002)

BUDGETARY IMPACT:

SUMMARY:

RECOMMENDED ACTION:

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Freestone Power Generation, LLC
c/o Calpine Corporation
717 Texas Ave., Suite 1000
Houston, TX 77002
Attention: Land Department

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY AND TERMINATION OF EASEMENT APPURTENANT

THIS DEED WITHOUT WARRANTY, made as of the 12 day of September, 2023 by and between CITY OF FAIRFIELD, TEXAS ("Grantor"), whose address is 527 E Commerce Street, Fairfield, Texas 75840, and FREESTONE POWER GENERATION, LLC (successor in interest to FREESTONE POWER GENERATION, LP), a Texas limited liability company, ("Grantee"), whose address is 717 Texas Ave., Suite 1000, Houston, Texas 77002.

WHEREAS, on December 9, 2002 pursuant to that certain Deed Without Warranty With Easement Appurtenant recorded under Freestone County Clerk's File Number 2008672 (the "Deed"), Grantee granted to Grantor that certain parcel of land situated in Freestone County, Texas and being more particularly described in Exhibit A attached hereto and made a part hereof for all purposes (the "Property");

WHEREAS, Grantee further granted to Grantor that certain one hundred foot non-exclusive perpetual easement appurtenant described by metes and bounds on Exhibit A-1 attached hereto (the "Easement");

WHEREAS, pursuant to Exhibit B of the Deed the Property automatically reverted to Grantee due to Grantor's failure to commence construction of a water treatment facility on the Property on or before December 31, 2012;

WHEREAS, Grantor and Grantee desire to confirm such reversion of the Property to Grantee and terminate the Easement;

NOW THEREFORE, FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) in lawful money of the United States of America, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor (i) has granted and conveyed and by these presents does hereby grant and convey unto Grantee, its successors and assigns, all of Grantor's right, title and interest, if any, in and to the Property; and (ii) hereby terminates any at all interests and rights pursuant to the Easement.

TO HAVE AND HOLD the Property, together with any and all improvements and fixtures located thereon, all rights, privileges, easements and appurtenances of Grantor appertaining thereto, and all right, title and interest of Grantor in, to and under adjoining streets, rights of way and easements, and together with all and singular, the tenements and the hereditaments thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits hereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed and delivered as of the date hereinabove written.

CITY OF FAIRFIELD, TEXAS

a _____

By: _____

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF FREESTONE §
 §

This instrument was ACKNOWLEDGED before me on this ____ day of _____, 2023
by _____, _____ of City of Fairfield,
Texas, a _____.

[S E A L]

My Commission Expires:

Notary Public - State of Texas

Printed Name of Notary Public

EXHIBIT A



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**FIELD NOTES FOR A 7.914 ACRE TRACT
A. RIDLIN SURVEY, ABSTRACT NO. 542
J.H. HAYWORTH SURVEY, ABSTRACT NO. 372
FREESTONE COUNTY, TEXAS**

FIELD NOTE DESCRIPTION of a 7.914 acre tract being part of a called 506.254 acre tract conveyed to Freestone Power Generation LP, from Tom R Bonner and Wife Carol Bonner, recorded in Volume 1103, Page 685, of the Deed Records of Freestone County, Texas and situated in the A. Ridlin Survey, Abstract No. 542, and the J. H. Hayworth Survey, Abstract No. 372, Freestone County, Texas, said 7.914 acre tract being more particularly described by metes and bounds as follows:

Note: Bearings are based on the Texas State Plane Coordinate System (TSC), Texas Central Zone, NAD 83. The scale factor is 1.000002991 and the theta angle is 02°10'25".

COMMENCING at a ½" iron rod found at a point on the East Right-of-Way line of Farm to Market Road No. 488, said point being at the most Westerly Northwest corner of said called 506.254 acre tract;

THENCE South 53°55'07" East a distance of 1785.28 feet to a ½" iron rod set for the **PLACE OF BEGINNING**, said point being the Northwest corner of this 7.914 acre tract herein described;

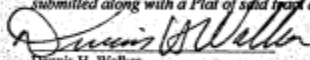
THENCE South 89°57'08" East a distance of 907.50 feet to a ½" iron rod set for the Northeast corner of this tract;

THENCE South 00°02'52" West a distance of 379.98 feet to a ½" iron rod set for the Southeast corner of this tract;

THENCE North 89°56'45" West a distance of 907.14 feet to a ½" iron rod set for the Southwest corner of the herein described tract;

THENCE North 00°00'22" West a distance of 379.88 feet back to the **PLACE OF BEGINNING** and containing 7.914 acres.

I, Dennis H. Walker, do hereby certify that these Field Notes accurately represents an on the ground survey made under my direct supervision during the month of 12/06/02, and is being submitted along with a Plat of said tract and easement herein described.


Dennis H. Walker
Registered Professional Land Surveyor
State of Texas No. 2117

*Use of this survey by any other
Party or for any other purpose is prohibited.
Copyright 2002, All rights reserved.
Walker and Associates Surveying, Inc.*



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EXHIBIT A-1



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**FIELD NOTES FOR A 100' INGRESS EGRESS EASEMENT
A. RIDLIN SURVEY, ABSTRACT NO. 542
J.H. HAYWORTH SURVEY, ABSTRACT NO. 372
FREESTONE COUNTY, TEXAS**

FIELD NOTE DESCRIPTION of a 100' wide Ingress-Egress easement being part of a called 506.254 acre tract conveyed to Freestone Power Generation LP. from Tom R Bonner and Wife Carol Bonner, recorded in Volume 1103, Page 685, of the Deed Records of Freestone County, Texas situated in the A. Ridlin Survey, Abstract No. 542, and the J. H. Hayworth Survey, Abstract No. 372, Freestone County, Texas, said easement being more particularly described by metes and bounds as follows:

Note: Bearings are based on the Texas State Plane Coordinate System (TSC), Texas Central Zone, NAD 83. The scale factor is 1.000002991 and the theta angle is 02°10'25".

COMMENCING at a ½" iron rod found at a point in the East Right-of-Way line of Farm to Market Road No. 488, said point being at the most Westerly Northwest corner of said called 506.254 acre tract;

THENCE South 53°55'07" East a distance of 1785.28 feet to a ½" iron rod set;

THENCE South 89°57'08" East a distance of 907.50 feet to a ½" iron rod set;

THENCE South 00°02'52" West a distance of 379.98 feet to a ½" iron rod set for the Northeast corner of said Ingress Egress easement, said point being at the **PLACE OF BEGINNING**;

THENCE South 00°03'15" West a distance of 100.00 feet to a ½" iron rod set;

THENCE North 89°56'46" West a distance of 915.67 feet to a ½" iron rod set;

THENCE North 89°57'08" West a distance of 285.13 feet to a ½" iron rod set;

THENCE North 30°21'48" West a distance of 45.26 feet to a ½" iron rod set;

THENCE North 36°01'06" West a distance of 120.80 feet to a ½" iron rod set;

THENCE North 46°42'57" West a distance of 168.86 feet to a ½" iron rod set;

THENCE North 50°43'12" West a distance of 114.82 feet to a ½" iron rod set;

THENCE North 47°44'04" West a distance of 99.57 feet to a ½" iron rod set;

THENCE North 40°23'35" West a distance of 305.93 feet to a ½" iron rod set;

THENCE North 64°24'28" West a distance of 84.92 feet to a ½" iron rod set;

THENCE North 74°29'23" East a distance of 634.67 feet to a ½" iron rod set, said point being on the East Right-of-Way line of said FM Road No. 488;

THENCE North 09°29'53" East along and with the East Right-of-Way Line of said FM Road No. 488 a distance of 100.55 feet to a ½" iron rod set;

THENCE South 74°29'23" East a distance of 654.03 feet to a ½" iron rod set,

THENCE South 64°24'28" East a distance of 115.01 feet to a ½" iron rod set;

THENCE South 40°23'35" East a distance of 320.78 feet to a ½" iron rod set;

THENCE South 47°44'04" East a distance of 90.54 feet to a ½" iron rod set;

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2008672

EXHIBIT A-1 continued

THENCE South 50°43'12" East a distance of 115.71 feet to a ½" iron rod set;

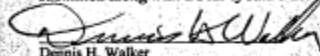
THENCE South 46°42'57" East a distance of 181.72 feet to a ½" iron rod set;

THENCE South 36°01'06" East a distance of 127.57 feet to a ½" iron rod set;

THENCE South 89°57'08" East a distance of 237.28 feet to a ½" iron rod set;

THENCE South 89°56'45" East a distance of 907.14 feet back to the
PLACE OF BEGINNING and containing 6.342 acres of land.

I, Dennis H. Walker, do hereby certify that these Field Notes accurately represents an on the ground survey made under my direct supervision during the month of 12/06/02, and is being submitted along with a Plat of said tract and easement herein described.


Dennis H. Walker
Registered Professional Land Surveyor
State of Texas No. 2117

Use of this survey by any other
Party or for any other purpose is prohibited.
© Copyright 2002. All rights reserved.
Walker and Associates Surveying, Inc.



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

AGENDA ITEM: 9.

AGENDA SUBJECT: DISCUSSION AND POSSIBLE ACTION TO APPROVE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATIONS FISCAL YEAR 2023 BUDGET AMENDMENTS.

PREPARED BY:

DATE SUBMITTED: September 9, 2023

EXHIBITS: 1. FEDC FY2023 Budget Amendments approved 9.6.23 by the Board

BUDGETARY IMPACT:

SUMMARY:

RECOMMENDED ACTION:

FEDC FY 2023 Budget Amendment List		Estimated as of 9/30/23		
	approved by the Board at the September 6, 2023 meeting			
Account	Description	Budget Amount	Amend Amount	To
8519	Training	1,500.00	1,575.00	**1
8101	Office Supplies	250	403	**2
8103	Misc Supplies	500.00	605.00	**3
8537	Maintenance	15,000.00	18,500.00	**4
8531	FIP West Development	0	74,437.00	**5
	FIP Dev South Ph 2	0	7,000.00	**6
9210	Other Equipment	4,000.00	6,000.00	**7
	Project Billie	0.00	32,856.00	**8
	Project Solar	0.00	2,006.00	**9
	Project Stuart	0.00	9,290.00	**10
	Project Basketball	0.00	37,888.00	**11
	Project Freestone Diesel Perf Two	0.00	15,000.00	**12
	Project Travel ARH Development	0.00	53,687.00	**13
**1	increase due to actual			
**2	increase due to actual			
**3	increase due to actual			
**4	increase due to larger area to mow			
**5	increase due to development of property			
**6	increase due to projected development of property			
**7	increase due to replacement of A/C			
**8	to fund Project Billie			
**9	to fund Project Solar			
**10	to fund Project Stuart			
**11	to fund Project Basketball			
**12	to fund Project Freestone Diesel Performance Two			
**13	to fund Project Travel ARH Development			

Fairfield Economic Development Corporation	FY 23 Budget	FY 2023 Amended Budget	FY 23 Expected Amendments Amounts
Carry over of Estimated Cash	908,393.00	908,393.00	
Reserves			
Reserves - Promotions	70,685.00	70,685.00	
Reserves Total	70,685.00	70,685.00	
Revenues			
9998 CD 4446271 Int Income		14,118.00	
9990 Sales Tax Receipts	562,500.00	676,359.00	
9991 Chking Acct Int Inc	30.00	226.00	
9992 CD 16535 Int Income	2,700.00	807.00	
Revenues Total	565,230.00	677,392.00	0.00
Anticipated Funds Available	1,544,308.00	1,656,470.00	0.00
Expenses			
Personnel			
8880 Salary & Benefits	162,000.00	157,932.00	
8883 Car Allowance	3,600.00	3,600.00	
8885 Employee Incentive	10,765.00	10,765.00	
Personnel Total	176,365.00	172,297.00	0.00
Operations			
8501 Public Employee Bond	326.00	74.14	
8504 Website	400.00	177.50	
8506 Travel	2,100.00	1,351.00	
8507 Publications	200.00	64.00	
8511 Associations & Dues	1,200.00	1,145.00	
8512 Electric Utility	2,000.00	1,140.39	
8513 City Services	850.00	826.08	
8514 Professional Services	7,000.00	4,276.00	
8516 Maintenance & Repairs	2,000.00	95.00	
8519 Training	1,500.00	1,575.00	75.00
8520 Advertising	1,000.00	1,000.00	
8523 Recognition	200.00	100.00	
8526 Computer Tech	1,000.00	0.00	
8527 Data Services	16,500.00	5,375.00	
8528 Telecommunications	1,200.00	1,200.00	
8535 Meeting Expense	2,500.00	1,700.00	
8100 Paper/Printer Supplies	1,200.00	1,151.61	
8101 Office Supplies	250.00	403.00	153.00
8103 Misc Supplies	500.00	605.00	105.00
8115 Postage	125.00	63.00	
8102 Computer Software	800.00	798.25	
Operations Total	42,851.00	23,119.97	333.00

Fairfield Economic Development Corporation	FY 23 Budget	FY 2023 Amended Budget	FY 23 Expected Amendments Amounts
Industrial Park			
8537 Maintenance	15,000.00	18,500.00	3,500.00
Project FIP West Development	0.00	74,436.07	74,437.00
FIP South Phase II Development		7,000.00	7,000.00
EDA Grant Match for Old Mexia Rd Project	472,411.00	8,383.42	
8525 Southside Bank Note PY Interest	37,449.00	31,424.07	
Industrial Park Total	524,860.00	139,743.56	84,937.00
Long Term Liabilities			
NP Debt Service Principal Southside	93,895.00	93,894.61	
Liabilities Total	93,895.00	93,894.61	0.00
Capital Purchase			
9201 Furniture & Fixtures	1,000.00	0.00	
9210 Other Equipment	4,000.00	6,000.00	6,000.00
Capital Purchase Total	5,000.00	6,000.00	6,000.00
Promotions			
8517 Promotions	56,250.00	35,830.00	
Promotions Total	56,250.00	35,830.00	0.00
Business Retention			
8115 Business Retention	10,000.00	0.00	
Business Retention Total	10,000.00	0.00	0.00
Projects - Capital Expenditures			
Façade Grants	10,000.00	3,487.12	
Project Billie		32,856.00	32,856.00
Project Solar	0.00	2,005.50	2,006.00
Project Stuart	0.00	9,289.31	9,290.00
Project Basketball		37,887.00	37,887.00
Project Freestone Diesel Performance Two		15,000.00	15,000.00
Project Travel-ARH Development		53,686.02	53,687.00
Future Projects	554,402.00		
Projects Total	564,402.00	154,210.95	150,726.00
Reserves Promotions	70,685.00	70,685.00	
Expenses Total	1,544,308.00	695,781.09	241,996.00

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

AGENDA ITEM: 10.

AGENDA SUBJECT: DISCUSSION AND POSSIBLE ACTION TO APPROVE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATIONS FISCAL YEAR 2024 ANNUAL BUDGET.

PREPARED BY:

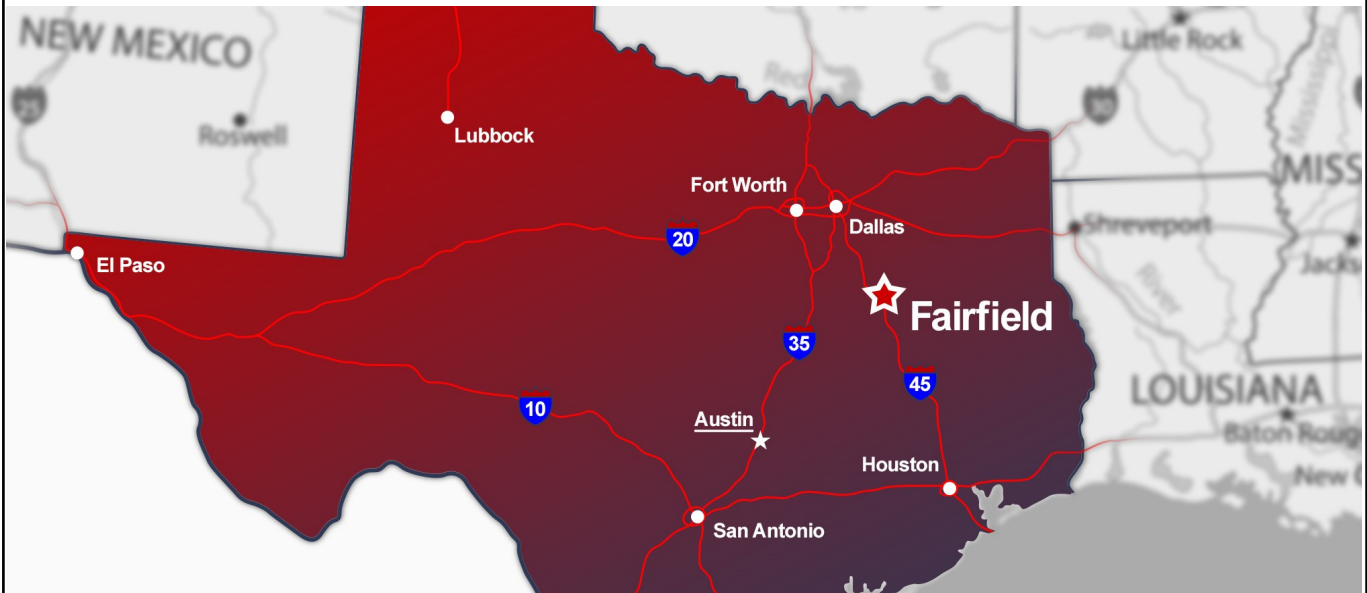
DATE SUBMITTED: September 9, 2023

EXHIBITS: 1. FY 2024 Fairfield EDC Budget approved by Board 8.9.23

BUDGETARY IMPACT:

SUMMARY:

RECOMMENDED ACTION:



**Fairfield Economic Development Corporation
FY 2024 Budget
As of August 9, 2023**

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

FEDC FY 2024 FEDC Budget

Board Approved 8.9.2023

2023 Estimated Year End Cash Carry Over	916,684.27
Reserved Promotions	70,685.00
Revenue	
2023-2024 Sales Tax Revenues	562,500.00
Interest Earnings	22,900.00
Total 2024 Revenue	585,400.00

Total Funds Available	1,572,769.27
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Expenses

Personnel	176,365.00
Operations	45,546.00
Industrial Parks	537,134.00
Liabilities	129,468.00
Capital Purchase	5,000.00
Promotions	56,250.00
Business Retention and Expansion	10,000.00
Façade Grants	10,000.00
Committed Projects	0.00
Reserved Promotions	70,685.00
Total 2024 Expenses	1,040,448.00

Total Funds Available	1,572,769.27
Expenses	-1,040,448.00
Future Projects	532,321.27

Fairfield Economic Development Corporation	FY 23 Budget	FY 24 Budget
Carry over of Estimated Cash	908,393.00	916,684.27
Reserves		
Reserves - Promotions	70,685.00	70,685.00
Reserves Total	70,685.00	70,685.00
Revenues		
9998 CD 4446271 Int Income		22,800.00
9990 Sales Tax Receipts	562,500.00	562,500.00
9991 Chking Acct Int Inc	30.00	100.00
9992 CD 16535 Int Income	2,700.00	0.00
Revenues Total	565,230.00	585,400.00
Anticipated Funds Available	1,544,308.00	1,572,769.27
Expenses		
Personnel		
8880 Salary & Benefits	162,000.00	162,000.00
8883 Car Allowance	3,600.00	3,600.00
8885 Employee Incentive	10,765.00	10,765.00
Personnel Total	176,365.00	176,365.00
Operations		
8501 Public Employee Bond	326.00	326.00
8504 Website	400.00	5,000.00
8506 Travel	2,100.00	1,500.00
8507 Publications	200.00	100.00
8511 Associations & Dues	1,200.00	1,200.00
8512 Electric Utility	2,000.00	1,400.00
8513 City Services	850.00	850.00
8514 Professional Services	7,000.00	5,000.00
8516 Maintenance & Repairs	2,000.00	2,000.00
8519 Training	1,500.00	1,800.00
8520 Advertising	1,000.00	1,000.00
8523 Recognition	200.00	200.00
8526 Computer Tech	1,000.00	1,000.00
8527 Data Services	16,500.00	16,500.00
8528 Telecommunications	1,200.00	1,200.00
8535 Meeting Expense	2,500.00	2,500.00
8100 Paper/Printer Supplies	1,200.00	1,200.00
8101 Office Supplies	250.00	500.00
8103 Misc Supplies	500.00	600.00
8115 Postage	125.00	70.00
8102 Computer Software	800.00	1,600.00
Operations Total	42,851.00	45,546.00

Fairfield Economic Development Corporation	FY 23 Budget	FY 24 Budget
Industrial Park		
8537 Maintenance	15,000.00	25,000.00
Project FIP West Development	0.00	0.00
8521 FIP South Infrastructure	0.00	0.00
FIP South Phase II Development		0.00
EDA Grant Match for Old Mexia Rd Project	472,411.00	464,028.00
Bournias Note PY Interest		13,822.00
8525 Southside Bank Note PY Interest	37,449.00	34,284.00
Industrial Park Total	524,860.00	537,134.00
Long Term Liabilities		
NP Debt Service Principal Bournias		32,408.00
NP Debt Service Principal Southside	93,895.00	97,060.00
Liabilities Total	93,895.00	129,468.00
Capital Purchase		
9201 Furniture & Fixtures	1,000.00	1,000.00
9210 Other Equipment	4,000.00	4,000.00
Capital Purchase Total	5,000.00	5,000.00
Promotions		
8517 Promotions	56,250.00	56,250.00
Promotions Total	56,250.00	56,250.00
Business Retention		
8115 Business Retention	10,000.00	10,000.00
Business Retention Total	10,000.00	10,000.00
Projects - Capital Expenditures		
Façade Grants	10,000.00	10,000.00
Project Solar		0.00
Project Stuart		0.00
Project Billie		0.00
Project Basketball		0.00
Project Freestone Diesel Performance Two		0.00
Project Travel-ARH Development		0.00
Future Projects	554,402.00	532,321.27
Projects Total	564,402.00	542,321.27
Reserves Promotions	70,685.00	70,685.00
Expenses Total	1,544,308.00	1,572,769.27

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

AGENDA ITEM: 11.

AGENDA SUBJECT: DISCUSSION AND POSSIBLE ACTION TO APPROVE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION FISCAL YEAR 2024 STRATEGIC WORK PLAN.

PREPARED BY:

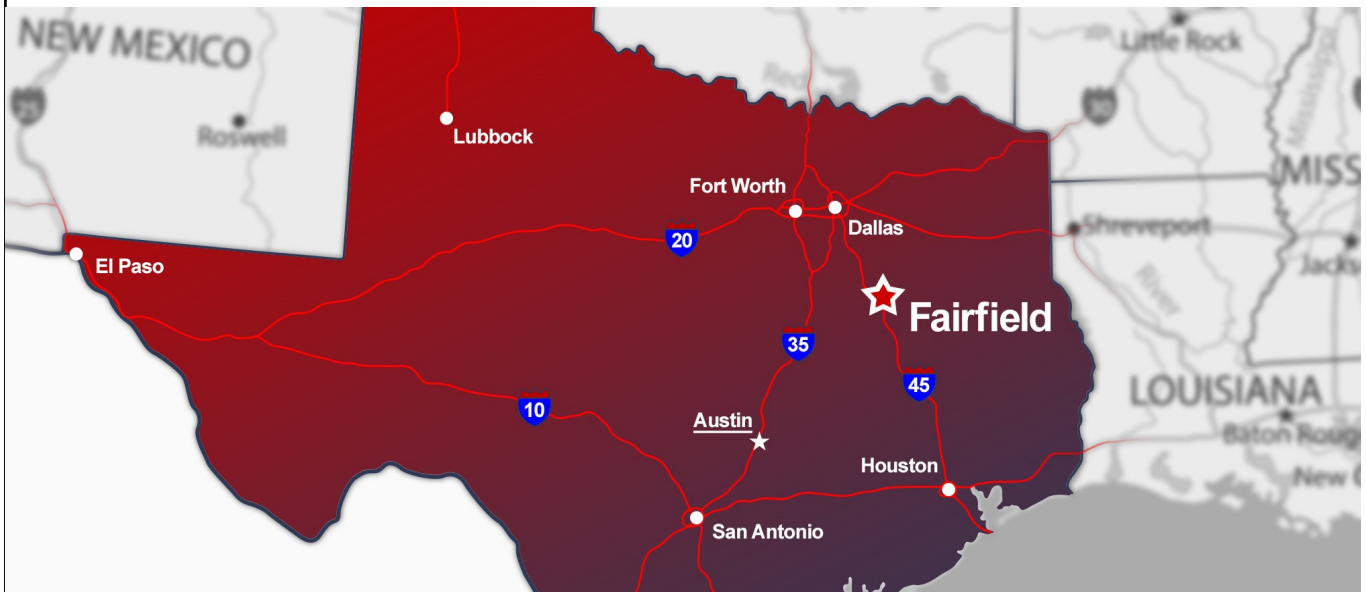
DATE SUBMITTED: September 9, 2023

EXHIBITS: 1. Fairfield-TX-MASTER-FY2024 Strategic Work Plan

BUDGETARY IMPACT:

SUMMARY:

RECOMMENDED ACTION:



Strategic Work Plan FY 2024

David Fowler
President
dfowler@fairfieldtx.com
903-389-7059
903-388-2063

Grace Wathen
Administrative Assistant
gwathen@fairfieldtx.com
903-389-7059

About Fairfield EDC

We Are Here To Serve You!

The Fairfield Economic Development Corporation (FEDC), is a non-profit, Type A, economic development corporation whose mission is to promote, assist and enhance economic development opportunities in Fairfield, Texas. Our company is funded by a 1/2 of 1 percent sales and use tax collected in the City of Fairfield.

Our Economic Strategy is to focus on Primary Jobs!

FEDC's primary focus is on employers that sell a majority of their products and services to markets outside our regional economy. An economic growth factor is realized by the City of Fairfield's retail and services sectors as a result of primary business expansion and the in-bound revenue it generates.

We Are Here To Expand You!

FEDC works with local companies on an ongoing basis to assist and encourage expansion in the City of Fairfield in various ways, including but not limited to incentives for Job Retention, Job Creation, Workforce and Technical Training and Capital Infrastructure Improvements.

Board of Directors

Jason Hullum *Chairman*

Senior VP, Community National Bank

8 Years of Service

Warren Davis

Retired, Oil & Gas Industry

4 Year of Service

Justin Turner *Vice-Chairman*

Retired, Walmart Distribution

7 Years of Service

Don McLeod

Owner, McLeod Construction

6 Years of Service

Mary Small *Secretary/Treasurer*

Owner, Accessories, Etc.

8 Years of Service

Bobby Nichols

Fairfield City Council

2 year of Service

Danny Wren

Branch Manager, Texas Farm Credit

6 Years of Service

Economic Development Annual Strategic Work Plan FY 2024

Goal #1: Attraction and Recruitment - Recruit and secure business and industry that are a good fit for Fairfield, Texas

1. Develop marketing materials that respond to the needs of site selectors, real estate brokers, developers and targeted business prospects
2. Maintain and update a FEDC website that will provide accurate and current information
3. Maintain and increase social media strategies to target site selectors, real estate brokers, developers and targeted business prospects
4. Respond to all RFP's and RFI's that have made a request to FEDC or the City of Fairfield
5. Contract with third-party consulting firms that specialize in economic development business attraction and marketing
6. Participate in selected trade missions, tradeshow and industry events to attract targeted industry and Foreign Direct Investment
7. Participate in selected conferences and forums to engage and build relationships with site selectors, real estate brokers and commercial developers to promote the City of Fairfield as a viable location for business expansion and relocation
8. Identify target industries that have the highest probability of success while capitalizing on the regions strength

How will Goal #1 be measured?

- ⇒ Did we develop marketing materials and how have we made those available?
- ⇒ Did we maintain and update the FEDC website?
- ⇒ Did we increase social media strategies?
- ⇒ Did we respond to RFP's and RFI's?
- ⇒ Did we contract with third-party consulting firms?
- ⇒ Did we participate in industry events?
- ⇒ Did we participate in selected conferences and forums?
- ⇒ Did we identify target industries?

Goal #2: Business Retention and Expansion (BRE) - to continually engage and assist Fairfield businesses

1. Partner with the HOT Workforce Solutions, Fairfield ISD, TSTC, Fairfield Chamber of Commerce and local industries in roundtable discussions to insure training and education needs of industry are being met
2. Partner with Fairfield ISD in research and discussions of Career and Technical programs for high school students
3. Partner with HOT Workforce Solutions and the Chamber of Commerce and host a Job Fair
4. Conduct BRE onsite visits with businesses in Fairfield and follow up with any issue raised during those visits
5. Partner with the Navarro College SBDC and assist their clients with expansion and relocation plans
6. Educate local qualifying businesses about state and local incentives available for expansion or relocation in Fairfield, TX
7. Provide \$10,000 for a small business sign and beautification matching grant program for qualifying business known as the Façade Grant Program.

How will Goal #2 be measured?

- ⇒ Did we partner with stakeholders and discuss and evaluate training and education needs?
- ⇒ Did we partner with Fairfield ISD and discuss technical programs?
- ⇒ Did we partner with HOT Workforce Solutions and the Chamber to host a Job Fair?
- ⇒ Did we conduct BRE on site visits?
- ⇒ Did we partner with Navarro SBDC and assist their clients?
- ⇒ Did we educate local business about expansion or relocation opportunities?
- ⇒ Did we provide \$10,000 for the Facade Grant Program?

Goal #3: Fairfield Industrial Parks Marketing

1. Market the FIP South property as Shovel Ready to site selectors, developers, real estate brokers and prospective businesses
2. Discuss the availability of property in FIP South with existing businesses during BRE visits
3. Complete construction of the road connecting Cottonwood Creek Drive and Industrial Park Drive
4. Reconstruct the crossing on Cottonwood Creek
5. Work with EDA, KSA Engineering and HOTCOG to complete the Old Mexia Road reconstruction with EDA grant funds
6. Construct water, sewer, and natural gas infrastructure on Project Billie property and develop as FIP South, Phase II
7. Begin development plans for FIP West consisting of approximately 160 acres currently owned by FEDC
8. Use virtual spec building and website tool to promote building in the Industrial Park

How will Goal #3 be measured?

- ⇒ Did we market FIP South?
- ⇒ Did we discuss FIP South availability on BRE visits?
- ⇒ Did we complete construction of the road connecting Cottonwood Creek Drive and Industrial Park Drive?
- ⇒ Did we reconstruct the crossing on Cottonwood Creek?
- ⇒ Did we use for an EDA grant funds for reconstruction?
- ⇒ Did we construct infrastructure and develop FIP South, Phase II?
- ⇒ Did we begin development plans for FIP West?
- ⇒ Did we use virtual spec building as promotion?

Goal #4: Retail Development—Assist the City of Fairfield with retail development consistent with Type A and B guidelines

1. Identify potential real estate that has the potential to attract retail development
2. Discuss development options with property owners and developers
3. Identify and discuss with property owners and the City of Fairfield needed infrastructure necessary for retail development
4. Partner with the City of Fairfield and develop retail incentive guidelines for existing and new business
5. Meet with retail attraction consultants to determine if Fairfield could benefit from such service

How will Goal #4 be measured?

- ⇒ Did we identify potential real estate and what is the location?
- ⇒ Did we meet with owners and developers and discuss terms, plans and options?
- ⇒ Did we determine what infrastructure is needed and how it would be constructed?
- ⇒ Did we develop retail incentive guidelines?
- ⇒ Did we met with retail attraction consultants and what was their findings?

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

AGENDA ITEM: 12.

AGENDA SUBJECT: DISCUSSION AND POSSIBLE ACTION TO APPROVE ENGINEER AGREEMENT WITH KSA ENGINEERING FOR DRAINAGE AT SOUTH BATEMAN AND REUNION.

PREPARED BY:

DATE SUBMITTED: September 9, 2023

EXHIBITS: 1. KSA AGREEMENT

BUDGETARY IMPACT:

SUMMARY:

RECOMMENDED ACTION:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
STUDY AND REPORT
PROFESSIONAL SERVICES

Prepared by



and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

EJCDC E-525 Agreement Between Owner and Engineer for Study and Report Professional Services.
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American Society of Civil Engineers
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(800) 548-2723
www.asce.org

Associated General Contractors of America
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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR STUDY AND REPORT
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

City of Fairfield, Texas (“Owner”) and

KSA Engineers, Inc. (“Engineer”).

Engineer's services under this Agreement are generally described as follows:

Conduct a drainage study for an area located along South Bateman Road and its associated outfall

to Mims Creek as further described in Attachment A _____ (“Assignment”).

If Engineer's services under this Agreement are a part of a more extensive project of the Owner, such

project is generally identified as follows: South Bateman Drainage Study (“Project”).

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

A. Owner shall pay Engineer as set forth in Article 4.

B. Owner shall provide Engineer with all criteria and full information as to Owner’s requirements for the Assignment, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any anticipated funding sources and budgetary limitations.

C. Owner shall furnish to Engineer all existing studies, reports, and other available data pertinent to the Assignment, obtain or authorize Engineer to obtain or provide additional reports and data

as required, and furnish to Engineer such services of others as may be necessary for the performance of Engineer's services.

- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- E. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, and other information Owner-furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Article. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make payments due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. Engineer will be entitled to interest on all amounts due and payable at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and

other related charges. Owner waives any and all claims against Engineer for any such suspension.

4.03 *Payment for Basic Services (Lump Sum Basis)*

A. Using the procedures set forth in Paragraph 4.01, Owner shall pay Engineer for Basic Services as follows:

1. A Lump Sum amount of \$30,000.00.

B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the Assignment actually completed during the billing period.

4.04 *Payment for Additional Services*

~~A. For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged to providing the Additional Services under the Assignment by each class of Engineer's employees, times standard hourly rates for each applicable billing class, plus reimbursable expenses and Engineer's Consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses schedule are set forth in Exhibit C. as follows:~~

1. An amount equal to the cumulative hours charged to the Assignment by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Assignment, plus reimbursable expenses and Engineer's Consultants' charges, if any.
2. Engineer's standard hourly rates are set forth in Exhibit C.
3. The total compensation for services and reimbursable expenses is estimated to be \$N/A.

4.05 *Disputed Invoices*

A. If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's estimate as an experienced and qualified professional generally familiar with the construction industry. However, because of the limited and preliminary nature of the Assignment, and because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator.

5.02 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- C. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- D. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- E. Engineer shall not have any construction-related duties under this Agreement. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

6.02 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Assignment or Project is completed. Owner shall not rely, in any way, on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data,

graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance, by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such procedures shall be set forth in an exhibit to this Agreement.

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise during storage or transmittal, the party receiving electronic files agrees that it will perform acceptance tests or procedures within ten days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any data deficiencies detected within the ten-day acceptance period will be corrected, if possible, by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents solely for Owner's information and reference in connection with the specific subject matter of the Documents, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use by Owner unless completed by Engineer; (2) the Documents are instruments of study and report services only, and are not final design or construction documents, (3) no Document shall be altered, modified, or reused by Owner or any third party for any purpose except with Engineer's express written consent; (4) any use, reuse, alteration, or modification of the Documents, except as authorized in this Agreement or by Engineer's written consent, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (5) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any unauthorized use, reuse, alteration, or modification of the Documents; and (6) nothing in this paragraph shall create any rights in third parties.

6.03 Insurance

- A. Engineer will maintain insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance to Owner upon request.

6.04 Termination

- A. *Termination for Cause:* The obligation to continue performance under this Agreement may be terminated:
 - 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of

the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

2. By Engineer:

- a. upon seven days written notice if Engineer believes that Engineer is being required by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- b. upon seven days written notice if the Engineer's services are delayed for more than 90 days for reasons beyond Engineer's control.
- c. Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 6.04.A.2.

3. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 6.04.A.1. if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- B. *Termination for Convenience:* Owner may terminate the Agreement for Owner's convenience effective upon the Engineer's receipt of written notice from Owner.
- C. The terminating party under Paragraphs 6.04.A or 6.04.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. In the event of any termination under Paragraph 6.04, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

6.05 *Controlling Law*

- A. This Agreement is to be governed by the law of the state ~~or jurisdiction in which the Specific Project is located.~~ of Texas.
- B. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the federal and state courts in Gregg County, Texas.

6.06 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the

assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, or other individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. Any and all Documents prepared by Engineer, including but not limited to the Report to be prepared pursuant to Exhibit A, are prepared solely for the use and benefit of Owner, unless expressly agreed otherwise by Engineer.

6.07 *Dispute Resolution*

A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.08 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate,

remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.09 *Indemnification and Mutual Waiver*

- A. ***Indemnification by Engineer:*** To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. ***Indemnification by Owner:*** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations. In addition, to the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, Consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Assignment or Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, consultants, employees, or others retained by or under contract to the Owner with respect to this Assignment or to the Project.
- C. ***Environmental Indemnification:*** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any

individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Assignment or Project.

6.10 *Limitation of Engineer's Liability*

- A. To the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, members, employees, agents, and Consultants, or any of them, to Owner and anyone claiming by, through, or under Owner, for any and all injuries, losses, damages and expenses whatsoever arising out of, resulting from, or in any way related to the Assignment, this Agreement, or the Project from any cause or causes including but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of Engineer or Engineer's officers, directors, partners, members, employees, agents, or Consultants, or any of them, shall not exceed the total amount of \$50,000 or the total compensation paid to Engineer under this Agreement, whichever is greater.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of completion of the Assignment.
- F. *Scanned Reproductions*. The parties agree and stipulate that the original of this Agreement, including the signature page and any attachments, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for study and report professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 6. *Construction Cost* – The cost to Owner of the construction of a recommended solution presented in the Report furnished by Engineer under Exhibit A, or of a specific portion of the Project for which Engineer has agreed to provide opinions of cost. Construction Cost includes the cost of construction labor, services, materials, equipment, insurance, and bonding, but does not include costs of services of Engineer or other design

professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

7. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Assignment as Engineer's independent professional associates and consultants, subcontractors, or vendors.
8. *Documents* – Data, studies, reports (including the Report referred to in Exhibit A), and other deliverables, whether in printed or electronic media format, provided or furnished by Engineer to Owner pursuant to this Agreement.
9. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
10. *Engineer* – The individual or entity named as such in this Agreement.
11. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
12. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
13. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed.
14. *PCBs* – Polychlorinated biphenyls.
15. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
16. *Project* – The total study, design, and construction to be carried out by Owner through its employees, agents, design professionals, consultants, contractors, and others, of which the Assignment is a preliminary part.
17. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
18. *Site* – Lands or areas where the subject matter of the Assignment or the Project is located.

19. *Total Project Costs* – The total cost of study, design, and construction of the Project, including Construction Cost and all other Project construction labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer and other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, *Not Included*.
- C. Exhibit C, Standard Hourly Rates and Reimbursable Expenses Schedule

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the Assignment and the responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Assignment on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Fairfield, Texas

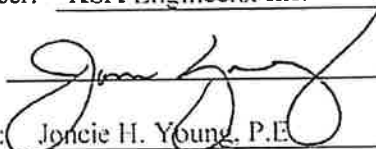
By: _____

Name: Kenneth Hughes

Title: Mayor

Date Signed: _____

Engineer: KSA Engineers, Inc.

By: 

Name: Joncie H. Young, P.E.

Title: Director of Client Services

Date Signed: 8/15/2023

Engineer License or Firm's
Certificate No. (if required): F-1356

State of: Texas

Address for giving notices:

425 W. Commerce Street

Fairfield, Texas 75840

Designated Representative (Paragraph 8.03.A):

Name: Clyde Woods

Title: Director of Public Works

Phone Number: 936.389.2633

Facsimile Number: _____

E-Mail Address: clyde.woods@fairfieldtxas.
gov

Address for giving notices:

140 East Tyler Street

Suite 600

Longview, Texas 75601

Designated Representative (Paragraph 8.03.A):

Name: C. Daniel "Danny" Hays, P.E.

Title: Project Manager

Phone Number: 936.317.3237

Facsimile Number: 888.224.9418

E-Mail Address: dhays@ksaeng.com

This is **EXHIBIT A, Engineer's Services**, referred to in and part of the **Agreement between Owner and Engineer for Study and Report Professional Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner regarding fulfillment of Owner's responsibilities under Article 2.
2. Advise Owner of any need for Owner to provide other data or services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to review or approve the Report to be prepared by Engineer, other subject matter of the Assignment, or relevant aspects of the Project.
4. Review environmental assessments and impact statements relating to the Assignment, and report to Owner on the effect of any such environmental documents on the subject matter of the Assignment, including contemplated design and construction;
5. Identify and evaluate potential solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions that in Engineer's judgment meet Owner's requirements.
6. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those potential solutions available to Owner that Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and other design professionals; and a projection of Total Project Costs, based in part on information furnished by Owner for other items and services included within the definition of Total Project Costs.
7. Perform or provide the following additional Study and Report tasks or deliverables: None

A1.02 *Times for Rendering Services*

- A. Furnish one (1) PDF review copies of the Report to Owner within 30 calendar days of the Effective Date and review it with Owner.
- B. Revise the Report in response to Owner's and other parties' comments, as appropriate, and furnish three final copies of the revised Report to the Owner within calendar days after completion of reviewing it with Owner.
- C. Engineer's Assignment will be considered complete when all deliverables set forth in Exhibit A are submitted to Owner.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Assignment or Project; preparation of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 3. Services resulting from significant changes in the scope, extent, or character of the of the Assignment including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies and reports when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - 4. Services resulting from Owner's request to evaluate additional potential solutions beyond those identified in Paragraph A1.01.A.5.
 - 5. Services required as a result of Owner providing incomplete or incorrect information to Engineer.
 - 6. Providing renderings or models for Owner's use.
 - 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

Exhibit A – Engineer's Services

EJCDC E-525 Agreement Between Owner and Engineer for Study and Report Professional Services.
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8. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
9. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Assignment.
10. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit A – Engineer's Services

**EJCDC E-525 Agreement Between Owner and Engineer for Study and Report Professional Services.
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American Society of Civil Engineers, and Associated General Contractors of America. All rights reserved.
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This is **EXHIBIT C, Standard Hourly Rates and Reimbursable Expenses Schedule**, referred to in and part of the Agreement Between Owner and Engineer for Study and Report Professional Services dated _____.

Part One: Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article 4, and are subject to annual review and adjustment.

B. Schedule:

Principal	\$270.00/hour
Senior Environmental Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Electrical Engineer	\$180.00/hour
Electrical Design Engineer	\$150.00/hour
Senior Project Manager	\$240.00/hour
Project Manager	\$180.00/hour
Senior Project Engineer	\$175.00/hour
Project Engineer	\$155.00/hour
Senior Design Engineer	\$135.00/hour
Design Engineer	\$120.00/hour
Senior Project Architect	\$220.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
Senior Engineering Technician	\$200.00/hour
Engineering Technician	\$110.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Safety Manager	\$135.00/hour
Safety Specialist	\$100.00/hour
Regulation Compliance Specialist	\$115.00/hour
Project Assistant	\$ 90.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$115.00/hour
Project Representative	\$100.00/hour
Graphic Designer	\$ 80.00/hour
Administrative Assistant	\$ 80.00/hour
Secretary	\$ 55.00/hour
Three-Man Survey Crew	\$200.00/hour
Two-Man Survey Crew	\$170.00/hour

Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$150.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.56/mile
ATV (4-Wheeler)	\$100.00/day
GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

Part Two: Reimbursable Expenses Factors

1. Engineer shall be entitled to reimbursement of expenses under Parts Two and Three only as specified in Article 4.
2. Owner shall reimburse Engineer for the expenses listed in Part Three below subject to an administrative factor of 1.0, unless another factor is indicated for a specific Reimbursable Expense.
3. Owner shall reimburse Engineer for Engineer's Consultant's charges subject to an administrative factor of 1.15.

Part Three: Reimbursable Expenses Schedule

Reimbursable Expenses are subject to annual review and adjustment. As of the date of the Agreement, Reimbursable Expenses for services performed are:

Fax	at cost
8"x11" Copies/Impressions	at cost
Blue Print Copies	at cost
Reproducible Copies (Mylar)	at cost
Reproducible Copies (Paper)	at cost
Mileage (auto)	<u>\$0.65/mile</u>
Field Truck Daily Charge	_____/day
Mileage (Field Truck)	<u>\$0.65/mile</u>
Field Survey Equipment	<u>\$50.00/day</u>
Confined Space Equipment	<u>\$25.00/day plus expenses</u>
Resident Project Representative Equipment	_____/month
Specialized Software	_____/hour
CAD Charge	<u>\$60.00/hour</u>
CAE Terminal Charge	_____/hour
Video Equipment Charge	_____/day, \$_____/week, or \$_____/month
Electrical Meters Charge	_____/week, or \$_____/month
Flow Meter Charge	_____/week, or \$_____/month
Rain Gauge	_____/week, or \$_____/month
Sampler Charge	_____/week, or \$_____/month
Dissolved Oxygen Tester Charge	_____/week
Fluorometer	_____/week
Laboratory Pilot Testing Charge	_____/week, or \$_____/month
Soil Gas Kit	_____/day
Submersible Pump	_____/day
Water Level Meter	_____/day, or \$_____/month
Soil Sampling	_____/sample
Groundwater Sampling	_____/sample
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day

Exhibit C – Standard Hourly Rates and Reimbursable Expenses.
EJCDC E-525 Agreement Between Owner and Engineer for Study and Report Professional Services.
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Electronic Media Charge	_____ /hour
Long Distance Phone Calls	at cost
Mobile Phone	_____ /day
Meals and Lodging	at cost



320 North Street, Ste. 205
Nacogdoches, TX 75961
936.317.3237

July 26, 2023

Mr. Clyde Woods
Director of Public Works
City of Fairfield
425 W. Commerce Street
Fairfield, Texas 75840

Via Electronic Mail

**Re: South Bateman Road Drainage Study
Proposal for Engineering Services**

Dear Mr. Woods:

KSA Engineers, Inc. (KSA) presents this letter to serve as our proposal to provide engineering services associated with the above referenced project. The following is a general description of the tasks to be performed under this proposal.

Scope of Services

The scope includes performing a drainage study to alleviate flooding along South Bateman Road, and its associated outfall to Mims Creek. KSA will quantify existing runoff that flows to the area of interest along South Bateman Road and perform preliminary calculations to size culverts and drainage channels to convey flows more efficiently to Mims Creek. The study will be conducted using public domain Lidar surface data, or other available surface data, supplemented with select measured data collected at the project area. The study document will summarize apparent drainage deficiencies based upon a field visit and the quantitative hydrology and hydraulic calculations, as well as provide recommendations to address the identified issues. This would include a potential project scope and associated planning level project cost for the purpose of budgeting.

The following items are not included in this scope of services: topographic survey, right of way investigation, environmental investigations, preliminary and final design, bidding, and construction phase services. Additional services can be requested in future proposals upon request.

Fee Proposal

We propose to complete the services described above with the following lump sum budget:

Field Visit	\$880
Drainage Study	\$29,120
Total	\$30,000

Schedule

We propose to complete the draft study within 30 days of your authorization to proceed. We would then address final comments and deliver the final Study within 10 days of the City's review.

ksaeng.com

City of Fairfield
South Bateman Road Drainage Study
Proposal for Engineering Services
Page 2 of 2

Should you need any additional information or clarification, please feel free to contact me.

We look forward to assisting the City of Fairfield with this important effort.

Sincerely,

KSA

A handwritten signature in black ink, appearing to read 'C. Hays' with a stylized flourish at the end.

C. Daniel "Danny" Hays, P.E.
Project Manager

cc: File: 102382/Marketing/Submitted Proposal

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

AGENDA ITEM: 13.

AGENDA SUBJECT: DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2023-09-12 AN ORDINANCE GRANTING ATMOS CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF FAIRFIELD, FREESTONE COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OF CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

PREPARED BY:

DATE SUBMITTED: September 9, 2023

EXHIBITS: 1. Ordinance 2023 09 12 Atmos

BUDGETARY IMPACT:

SUMMARY:

RECOMMENDED ACTION:

AN ORDINANCE GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE CITY OF FAIRFIELD, FREESTONE COUNTY, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID CITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.

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

SECTION 1. GRANT OF AUTHORITY: The City of Fairfield, Texas, hereinafter called "City," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through City for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the City corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2048.

SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION OF ATMOS ENERGY FACILITIES:

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In determining the location of the facilities of the City and other users of Public Right-of-Way within City, City shall minimize interference with then existing facilities of Atmos Energy and shall require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of City or other users of Public Rights-of-Way within Public Rights-of-Way that cannot

otherwise be resolved, City or an authorized agent of City shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. City shall provide Atmos Energy with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. City shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by City to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by City.

- B. If City, in constructing its sewers, drainage, water lines, streets, or utilities, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Facilities are deemed to be in conflict to the extent that the proposed City facilities are determined by Atmos Energy to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by City to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by City, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through City, Atmos Energy costs and expenses shall be included in any application by City for reimbursement if Atmos Energy submits its cost and expense documentation to City prior to the filing of the application. City shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to City. In the event that the City does not provide sufficient written notice to Atmos Energy as set forth in this paragraph, the

City shall be responsible for fifty percent (50%) of the cost of the removal or relocation of Atmos Energy's facilities.

If Atmos Energy is required by City to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities by City, Atmos Energy shall be entitled to reimbursement from City or others of the cost and expense of such removal or relocation.

- C. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by City without reimbursement from City, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. City shall not oppose recovery of relocation costs when Company is required by City to perform relocation. City shall not require that Company document request for reimbursement as a pre-condition to recovery of such relocation costs.
- D. If City abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

SECTION 3. INDEMNITY & INSURANCE: In the event of injury to any person or damage to any property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's pipeline system within Public Rights-of-Way, Atmos Energy shall indemnify and keep harmless City from any and all liability in connection therewith, except to the extent such injury or damage is attributable to the fault of the City, including, without limitation, the City's negligent or intentional acts or

omissions. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under an Atmos Energy plan of self-insurance maintained in accordance with sound accounting and risk-management practices.

SECTION 4. NON-EXCLUSIVE FRANCHISE: The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and City hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for City and the inhabitants thereof.

SECTION 5. PAYMENTS TO CITY:

- A. Atmos Energy, its successors and assigns, agrees to pay and City agrees to accept, on or before the 1st day of March, 2024, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 1st day of March, 2048, a sum of money which shall be equivalent to four percent (4%) of the Gross Revenues, as defined in 5.B. below, received by Atmos Energy during the preceding calendar year.
- B. "Gross Revenues" shall mean:
- (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the City for resale to its customers within City) within the City;
 - (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the City to customers located within the City (excluding any gas transported to another gas utility in City for resale to its customers within City);
 - (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the City ("Third Party Sales")(excluding the value of any gas transported to another gas utility in City for resale to its customers within City), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and

(4) "Gross Revenues" shall the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the City.

(5) "Gross Revenues" shall not include:

- (a) revenues billed but not ultimately collected or received by Atmos Energy;
- (b) contributions in aid of construction;
- (c) the revenue of any affiliate or subsidiary of Atmos Energy;
- (d) sales tax and franchise fees paid to the City;
- (e) interest or investment income earned by Atmos Energy; and
- (f) monies received from the lease or sale of real or personal property, provided, however, that this exclusion does not apply to the lease of facilities within the City's right of way.

C. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through December 31, 2024, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that City may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that City is authorized to levy and impose upon real and personal property. If the City does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then City agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise ordinance determines the franchise fee owed to that municipality for the use of its public rights-of-way in a manner that, if applied to the City, would result in a franchise fee greater than the amount otherwise due City under this Ordinance, then the franchise fee to be paid by Atmos Energy to City pursuant to this Ordinance may, at the election of the City, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to City were the franchise fee provisions of that other franchise ordinance applied to City. The City acknowledges that the exercise of this right is conditioned upon the City's acceptance of all terms and conditions of the other municipal franchise *in toto*. The City may request waiver of certain terms and Company may grant, in its sole reasonable discretion, such waiver.

E. Atmos Energy Franchise Fee Recovery Tariff

- (1) Atmos Energy may file with the City a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) City agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if the City intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, the City will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which the City has intervened, the City will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) City agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. Lease of Facilities Within City's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within the

City's public rights-of-way provided: (i) Atmos Energy first notifies the City of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within City's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

- G. City shall within thirty (30) days of final approval, give Company notice of annexations and disannexations of territory by the City, which notice shall include a map and addresses, if known. Upon receipt of said notice, Company shall promptly initiate a process to reclassify affected customers into the city limits no later than sixty (60) days after receipt of notice from the City. The annexed areas added to the city limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from City. Upon request from City, Company will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Company be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

SECTION 6. ACCEPTANCE OF FRANCHISE: In order to accept this franchise, Atmos Energy must file with the City Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by City. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of City granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

SECTION 7. PARAGRAPH HEADINGS. CONSTRUCTION: The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

SECTION 8. EFFECTIVE DATE: If Atmos Energy accepts this ordinance, it becomes effective as of January 1, 2024. Franchise payments remitted to City prior to the passage date of this ordinance shall be calculated pursuant to the previous franchise agreement.

PASSED AND APPROVED on this the _____ day of _____, 2023.

ATTEST:

Misty Richardson, City Secretary

Kenneth Hughes, Mayor
City of Fairfield, Texas

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

I, Misty Richardson, City Secretary of the City of Fairfield, Freestone County, Texas, do hereby certify that the above and foregoing is a true and correct copy of an ordinance passed by the City Council of the City of Fairfield, Texas, at a _____ session, held on the _____ day of _____, 2023, as it appears of record in the Minutes in Book _____, page _____.

WITNESS MY HAND AND SEAL OF SAID CITY, this the ____ day of _____, 2023.

Misty Richardson, City Secretary
City of Fairfield, Texas