

**CITY OF FAIRFIELD
CITY COUNCIL MEETING
MARCH 8, 2022**

THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS WILL CONVENE INTO A REGULAR SCHEDULED MEETING AT 6:00PM ON TUESDAY, MARCH 8, 2022 IN THE FAIRFIELD ISD CAREER AND TECHNOLOGY EDUCATION COMPLEX, AT 960 E. COMMERCE ST, FAIRFIELD, TEXAS, 75840 IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT, CHAPTER 551 TEXAS.

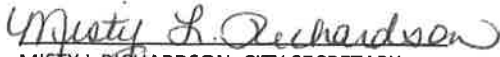
NOTICE: AT ANY TIME DURING THE CITY COUNCIL MEETING, THE CITY COUNCIL MAY ADJOURN INTO EXECUTIVE SESSION FOR ANY REASON LISTED ON THIS AGENDA PURSUANT TO ANY APPLICABLE SECTION OF THE TEXAS GOVERNMENT CODE, CONSULTATION WITH ATTORNEY – SECTION 551.071, REAL PROPERTY DELIBERATION – SECTION 551.072, DELIBERATION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

*H.B. NO.2840 – Section 551.001(3) (b) and (c). A governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. A governmental body may adopt reasonable rules regarding the public's right to address the body under this section, including rules that limit the total amount of time that a member of the public may address the body on a given item. **CITIZENS WISHING TO SPEAK DURING CITIZEN COMMENTS OR ON A PARTICULAR AGENDA ITEM NEED TO NOTIFY THE CITY SECRETARY AT: (903) 389-2633 BY 9:00 A.M. MONDAY, MARCH 7, 2022.***

1. CALL TO ORDER; PRAYER AND PLEDGE
2. VISITORS AND CITIZENS FORUM: AT THIS TIME, ANY PERSON WITH BEFORE THE COUNCIL NOT SCHEDULED ON THE AGENDA MAY SPEAK TO THE COUNCIL. NO FORMAL ACTION CAN BE TAKEN ON THESE ITEMS AT THIS TIME.
3. DISCUSSION AND POSSIBLE ACTION TO APPROVE MINUTES FROM FEBRUARY 8TH, 2021
4. DISCUSSION AND POSSIBLE ACTION TO APPROVE BILL REGISTER AS OF FEBRUARY 16TH, 2021.
5. MAYOR AND DEPARTMENT HEAD REPORTS
6. DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT WITH THE TEXAS DEPARTMENT OF AGRICULTURE FOR A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT.
7. DISCUSSION AND PRESENTATION FROM WASTE CONNECTIONS FOR A RATE INCREASE DUE TO INCREASED COSTS.
8. DISCUSSION AND POSSIBLE ACTION ON THE ANNUAL RACIAL PROFILING REPORT.
9. DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 202203-08 PATROL UNITS, A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR.
10. DISCUSSION AND POSSIBLE ACTION ON RESOLUTION 2022-03-08 ARMOR, A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR.
11. EXECUTIVE SESSION-
SECTION 551.074 – PERSONEL-DELIBERATION THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE OR DISMISSAL OF PUBLIC OFFICER OR EMPLOYEE:
1. EMMA DEANDA

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

I CERTIFY THAT THE ABOVE NOTICE OF MEETING WAS POSTED BY **MARCH 5 At 6:00 P.M.** ON THE WINDOW AT THE ADMINISTRATION AND UTILITY BILLING OFFICES LOCATED AT 425 W. COMMERCE ST, FAIRFIELD TEXAS, AND WILL REMAIN POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING SCHEDULED TIME OF THE MEETING, I FURTHER CERTIFY THAT THE FOLLOWING NEWS MEDIA AND WEBSITE HOSTING WAS PROPERLY NOTIFIED OF THIS MEETING AS STATED ABOVE: FAIRFIELD RECORDER AND FREESTONE COUNTY TIMES, FAIRFIELD, TX.


MISTY L RICHARDSON, CITY SECRETARY

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

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

Date: February 8, 2022

Time: 6:00 p.m.

Adjourn: 6:48 p.m.

Council Present: Angela Oglesbee, Stephen Daniel, Bobby Nichols, Mayor Kenny Hughes, Arland Thill and Jeffrey Price.

1. CALL TO ORDER; PRAYER AND PLEDGE

Mayor Kenny Hughes called meeting to order at 6:00p.m. A quorum was declared present. Bobby Nichols gave the invocation. Stephen Daniel 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 JANUARY 25, 2022

Bobby Nichols made the motion to approve minutes from January 25, 2022. Stephen Daniel seconded. All voted for.

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

Angela Oglesbee made the motion to approve bill register as of January 31, 2022. Arland Thill seconded. Angela Oglesbee, Stephen Daniel, Bobby Nichols and Arland Thill voted for. Jeffrey Price voted no.

5. MAYOR AND DEPARTMENT HEAD REPORTS

Accepted as presented.

6. DISCUSSION AND POSSIBLE ACTION ON A REQUEST FROM THE FREESTONE COUNTY FAIR ASSOCIATION FOR HOTEL/MOTEL FUNDING

Bobby Nichols made the motion to approve \$56,000.00 to Freestone County Fair Association. Stephen Daniel seconded. All voted for.

7. DISCUSSION AND POSSIBLE ACTION TO ALLOCATE HOTEL/MOTEL FUNDS TO FREESTONE COUNTY GO-TEXAN BBQ COOK-OFF. REQUESTED BY CLAYTON TURNER

Jeffrey Price made the motion to approve \$10,000.00. Arland Thill seconded. All voted for. Bobby Nichols asked Jeffrey Price if we could amend the motion to say if Go-Texan received monies from other towns they would take the amount off the \$10,000.00. Jeffrey Price agreed. All voted for.

8. DISCUSSION AND POSSIBLE ACTION ON THE REAPPOINTMENT OF JUSTIN TURNER TO THE FAIRFIELD ECONOMIC DEVELOPMENT CORPORATION BOARDS A AND B FOR A THREE (3) YEAR TERM

Stephen Daniel made the motion to reappoint Justin Turner to the Fairfield Economic Development Corporation Boards A and B. Angela Oglesbee seconded. All voted for.

9. PUBLIC HEARING REGARDING THE SUBMISSION OF AN APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TXCDBG) GRANT

Mayor Kenny Hughes opened the floor for public hearing. No speakers

10. DISCUSSION AND POSSIBLE ACTION ON A RESOLUTION TO APPLY FOR 2021 TEXAS TXCDBG ASSISTANCE UNDER THE TXCDBG PLANNING/CAPACITY BUILDING FUND

Bobby Nichols made the motion to apply for 2021 Texas TXCDBG assistance under the TXCDBG Planning/Capacity Building Fund. Arland Thill seconded. All voted for.

11. ADJOURN- 6:48p.m.

Jeffrey Price made the motion to adjourn. Stephen Daniel seconded. All voted for.

Mayor Kenneth D. Hughes

Attest:

Misty L Richardson, TMRC
City Secretary

STATE OF TEXAS
CITY OF FAIRFIELD
Minutes of Special Called Meeting

DATE: February 16, 2022

TIME: 12:00pm

LOCATION: Fairfield Chamber of Commerce, 900 W. Commerce St.

COUNCIL MEMBERS PRESENT: Angela Oglesbee; Stephen Daniel; Bobby Nichols; Arland Thill; Mayor Kenneth Hughes

COUNCIL MEMBERS ABSENT: Jeffrey Price

STAFF MEMBERS PRESENT: City Administrator Nate Smith; Police Chief David Utsey;
Public Works Director Clyde Woods

CALL TO ORDER; INVOCATION AND PLEDGE

Mayor called meeting to order at 12:00 p.m. A quorum was declared present. Bobby Nichols gave invocation. Arland Thill led the American pledge, and Stephen Daniel led the Texas pledge.

VISITORS AND CITIZENS FORUM

No one spoke

**DISCUSSION AND POSSIBLE ACTION TO APPROVE ORDER OF THE GENERAL
ELECTION OF THE CITY OF FAIRFIELD ON MAY 7, 2022**

Bobby Nichols made motion to approve. Stephen Daniel seconded. All voted for.

**DISCUSSION AND POSSIBLE ACTION TO APPROVE FREESTONE COUNTY ELECTION
CONTRACT**

Stephen Daniel made motion to approve. Angela Oglesbee seconded. All voted for.

ADJOURN

Angela Oglesbee made motion to adjourn. Stephen Daniel seconded. All voted for. The meeting adjourned at 12:03 p.m. The council then convened into a workshop meeting, which ended at 12:38 p.m.

Kenneth Hughes, Mayor

ATTEST:

Misty L. Richardson, TRMC
City Secretary

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	AFLAC	OTHER INSURANCE	312.08
			OTHER INSURANCE	310.10
			OTHER INSURANCE	173.61
			OTHER INSURANCE	173.61
		TX CHILD SUPPORT SDU -		
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSIT	2,748.07
			FED WITHHOLDING TAX DEPOSIT	2,893.70
			FICA PAYROLL TAX DEPOSIT	2,450.07
			FICA PAYROLL TAX DEPOSIT	2,560.37
		HARTFORD LIFE INSURANCE COMPANY	MEDICARE TAX DEPOSIT	573.01
			MEDICARE TAX DEPOSIT	598.79
			457 RETIREMENT PLAN	20.00
			457 RETIREMENT PLAN	20.00
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	115.14
			MED DEPENDENT CHILD	115.14
			DEPENDENT DENTAL	106.20
			DEPENDENT DENTAL	109.12
			DEPENDENT FAMILY MEDICAL	1,280.17
			DEPENDENT FAMILY MEDICAL	1,345.43
			DEPENDENT LIFE	1.60
			DEPENDENT LIFE	1.60
			DEPENDENT SPOUSE MEDICAL	416.84
			DEPENDENT SPOUSE MEDICAL	416.84
			LIFE INSURANCE	17.52
			LIFE INSURANCE	17.52
			FLEX SPENDING	662.52
			FLEX SPENDING	672.66
			VISION - DEPENDENT	114.65
			VISION - DEPENDENT	118.87
			VISION - EMPLOYEE	75.00
			VISION - EMPLOYEE	76.64
		TMRS	TMRS-PAYROLL	2,909.74
			TMRS-PAYROLL	3,063.17
		TX CHILD SUPPORT		
		UNITED STATES TREASURY	74-6000830 SEPTEMBER 30,20	528.49
			74-6000830 JUNE 30,2021 94	17,380.72
			TOTAL:	42,917.13
ADMINISTRATIVE	GENERAL FUND	TEXAS CITY MANAGEMENT ASSOCIATION	2.22 RENEWAL	231.00
			2.2022 425 W COMMERCE	1,200.00
		FAIRFIELD 84 INVESTMENTS, LLC	425 W COMMERCE FIBER INT	450.00
			PEST CONTROL 425 W COMMERC	65.00
		BI-STONE PEST CONTROL	CITY HALL FLAG POLE	38.16
		CAPPS TRUE VALUE HARDWARE	2.2022 PREMIUMS	202.50
		FAIRFIELD AMBULANCE SERVICE INC. (EMS)	2.2022 25% SALES TAX	61,646.20
		FAIRFIELD ECONOMIC DEVELOPMENT CORP.	WINDOW ENVELOPES	146.80
		FLATT STATIONERS, INC.	OFFICE SUPPLIES	111.70
			INK FOR STAMP	8.02
		GRAY BUSINESS SOLUTIONS	HOTEL MOTEL CHECKS	222.87
			TDCJ PROJECT CHECKS	222.87
			GENERAL FUND CHECKS	412.34
		ABC CLIMATE CONTROL STORAGE	UNITS 504,523,519,510	625.00
			FICA PAYROLL TAX DEPOSIT	258.27
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	320.92

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			MEDICARE TAX DEPOSIT	60.41
			MEDICARE TAX DEPOSIT	75.06
		CANON FINANCIAL SERVICES, INC.	COPIER LEASE ADMIN	375.06
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	89.56
			MED DEPENDENT CHILD	89.56
			DEPENDENT DENTAL	41.35
			DEPENDENT DENTAL	48.18
			DEPENDENT FAMILY MEDICAL	689.33
			DEPENDENT FAMILY MEDICAL	841.55
			HEALTH/LIFE INSURANCE-EMPL	673.32
			HEALTH/LIFE INSURANCE-EMPL	784.84
			EMPLOYEE DENTAL ONLY	37.64
			EMPLOYEE DENTAL ONLY	43.87
			HEALTH/LIFE INSURANCE-EMPL	2.35
			HEALTH/LIFE INSURANCE-EMPL	2.73
			FLEX SPENDING	2.78
			FLEX SPENDING	3.38
		TMRS	TMRS-PAYROLL	355.02
			TMRS-PAYROLL	437.63
		TXU ENERGY	2.22 ELECTRICITY	458.15
			2.22 ELECTRICITY	8.22
			2.22 ELECTRICITY	65.90
			2.22 ELECTRICITY	21.50
			2.22 ELECTRICITY	9.64
			2.22 ELECTRICITY	316.27
			2.22 ELECTRICITY	78.48
		AIR EVAC	2.2022 PREMIUMS	265.50
		CALL 4 COMPUTERS	SPEAKERS AND WEB CAM	83.00
		ABC STORAGE	UNITS 150,148 AND 149	186.66
		FREESTONE PUBLISHING	COMMUNITY DEV GRANT	126.00
			REQUEST FOR QUALIFICATIONS	54.00
		RANDY HOLLAR	BANK REC, AUDIT ADJUSTMENT	2,185.00
		**PAYROLL EXPENSES	2/01/2022 - 2/28/2022	10,429.41
			TOTAL:	85,103.00
AMBULANCE/EMS	GENERAL FUND	FAIRFIELD AMBULANCE SERVICE INC. (EMS)	2.2022 CONTRACT PER BUDGET	12,500.00
			TOTAL:	12,500.00
CONFERENCE/CIVIC CENTE	GENERAL FUND	VYVE	839 E COMMERCE	99.99
			839 E COMMERCE CIVIC	99.99
		ACE HARDWARE & LUMBER COMPANY	GREEN BARN CLEANING SUPPLI	181.86
			KEYS FOR GREEN BARN	8.37
		WILSON JANITORIAL	GREEN BARN CLEAN UP	395.00
			TOTAL:	785.21
FIRE DEPARTMENT	GENERAL FUND	ATMOS ENERGY	221 S KEECHI	597.30
			TOTAL:	597.30
JUDICIAL	GENERAL FUND	McCREARY, VESELKA, BRAGG, & ALLEN	COLLECTION FEES 1.2022	45.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	145.67
			FICA PAYROLL TAX DEPOSIT	145.67
			MEDICARE TAX DEPOSIT	34.07
			MEDICARE TAX DEPOSIT	34.07
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	20.67
			DEPENDENT DENTAL	20.67
			DEPENDENT SPOUSE MEDICAL	242.55

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			DEPENDENT SPOUSE MEDICAL	242.55
			HEALTH/LIFE INSURANCE-EMPL	673.32
			HEALTH/LIFE INSURANCE-EMPL	673.32
			EMPLOYEE DENTAL ONLY	37.64
			EMPLOYEE DENTAL ONLY	37.64
			HEALTH/LIFE INSURANCE-EMPL	1.17
			HEALTH/LIFE INSURANCE-EMPL	1.17
		TMRS	TMRS-PAYROLL	191.22
			TMRS-PAYROLL	191.22
		CALL 4 COMPUTERS	REPAIR COMPUTERQ	170.00
		**PAYROLL EXPENSES	2/01/2022 - 2/28/2022	5,032.00
			TOTAL:	7,939.62
LIBRARY	GENERAL FUND	FAIRFIELD LIBRARY ASSOCIA	2.2022 CONTRACT	1,666.67
			TOTAL:	1,666.67
PARKS & RECREATION	GENERAL FUND	BAYLESS AUTO SUPPLY	FREEZE PREVENTION	8.78
			TORO MOWER AIR FILTER	35.17
		CAPPS TRUE VALUE HARDWARE	TPOST PULLER	43.79
		ACE HARDWARE & LUMBER COMPANY	GB AC FILTERS	79.04
			FREEZE PREVENTION	29.94
			PRUNERS, WRENCH, DRILL SET	144.95
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	97.41
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	169.72
			FICA PAYROLL TAX DEPOSIT	175.34
			MEDICARE TAX DEPOSIT	39.69
			MEDICARE TAX DEPOSIT	41.01
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	673.32
			HEALTH/LIFE INSURANCE-EMPL	673.32
			EMPLOYEE DENTAL ONLY	37.64
			EMPLOYEE DENTAL ONLY	37.64
			HEALTH/LIFE INSURANCE-EMPL	2.34
			HEALTH/LIFE INSURANCE-EMPL	2.34
		TMRS	TMRS-PAYROLL	208.04
			TMRS-PAYROLL	214.93
		TXU ENERGY	2.22 ELECTRICITY	15.99
			2.22 ELECTRICITY	98.75
			2.22 ELECTRICITY	122.56
			2.22 ELECTRICITY	9.13
			2.22 ELECTRICITY	10.52
			2.22 ELECTRICITY	53.41
			2.22 ELECTRICITY	8.13
			2.22 ELECTRICITY	8.13
			2.22 ELECTRICITY	178.04
			2.22 ELECTRICITY	9.57
			2.22 ELECTRICITY	1,080.23
			2.22 ELECTRICITY	374.02
			2.22 ELECTRICITY	235.31
			2.22 ELECTRICITY	11.80
		**PAYROLL EXPENSES	2/01/2022 - 2/28/2022	5,565.46
			TOTAL:	10,495.46
POLICE DEPARTMENT	GENERAL FUND	FREESTONE CHEVROLET	FREESTONE CHEVROLET	162.13
			UNIT 9	43.00
		LEXIPOL	TEXAS REPORTING POLICE ONE	858.00
		VYVE	839 E COMMERCE	979.27

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		COMPLETE SUPPLY, INC	TRASH BAGS, TISSUE PAPER T	144.00
		HCTRA-VIOLATIONS	TRANSPORTING JUVENILE	7.00
		BI-STONE PEST CONTROL	839 E COMMERCE PD	75.00
		FLATT STATIONERS, INC.	FILE FOLDERS	53.99
			INK CATRIDGE FOR DISPATCH	92.06
		PARKER AUTO SUPPLY	UNIT 7 BATTERY	141.31
		NALCOM WIRELESS COMMUNICATIONS, INC	RADIO LIC RENEWAL	100.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	1,401.31
			FICA PAYROLL TAX DEPOSIT	1,446.35
			MEDICARE TAX DEPOSIT	327.73
			MEDICARE TAX DEPOSIT	338.25
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	179.11
			MED DEPENDENT CHILD	179.11
			DEPENDENT DENTAL	124.02
			DEPENDENT DENTAL	124.02
			DEPENDENT FAMILY MEDICAL	919.10
			DEPENDENT FAMILY MEDICAL	919.10
			DEPENDENT SPOUSE MEDICAL	727.65
			DEPENDENT SPOUSE MEDICAL	727.65
			HEALTH/LIFE INSURANCE-EMPL	3,703.26
			HEALTH/LIFE INSURANCE-EMPL	3,703.26
			EMPLOYEE DENTAL ONLY	207.02
			EMPLOYEE DENTAL ONLY	207.02
			HEALTH/LIFE INSURANCE-EMPL	12.87
			HEALTH/LIFE INSURANCE-EMPL	12.87
			FLEX SPENDING	9.25
			FLEX SPENDING	9.25
		TMRS	TMRS-PAYROLL	1,783.58
			TMRS-PAYROLL	1,838.80
		FAIRFIELD PAINT & BODY	UNIT 8	105.96
			UNIT #6	120.96
			UNIT #7	120.96
		CALL 4 COMPUTERS	PD NEW COMPUTERS	2,568.00
		GALLS, LLC	WOMENS RIPSTOP PANT	180.00-
			RIPSTOP PANT	180.00
			MENS SHELL JACKET	51.00
		AXON ENTERPRISES, INC	FINAL PAYMENT TASERS	5,184.00
		DATAMAX	PRINTING PD	72.32
		**PAYROLL EXPENSES	2/01/2022 - 2/28/2022	48,713.62
			TOTAL:	78,493.16
STREETS AND DRAINAGE	GENERAL FUND	CAPPS TRUE VALUE HARDWARE	WINDSHIELD WIPERS UNIT 134	21.58
			HANDI CRETE	4.99
		DEALERS ELECTRICAL SUPPLY	LED WRAP AROUND	379.65
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	97.41
		PARKER AUTO SUPPLY	#134	2.46
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	252.14
			FICA PAYROLL TAX DEPOSIT	249.13
			MEDICARE TAX DEPOSIT	58.97
			MEDICARE TAX DEPOSIT	58.26
		RED HAT RENTALS	FOR CHAINSAW	28.00
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	41.34
			DEPENDENT DENTAL	41.34
			DEPENDENT FAMILY MEDICAL	919.10
			DEPENDENT FAMILY MEDICAL	919.10
			HEALTH/LIFE INSURANCE-EMPL	1,009.98

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			HEALTH/LIFE INSURANCE-EMPL	1,009.98
			EMPLOYEE DENTAL ONLY	56.46
			EMPLOYEE DENTAL ONLY	56.46
			HEALTH/LIFE INSURANCE-EMPL	3.51
			HEALTH/LIFE INSURANCE-EMPL	3.51
		TMRS	TMRS-PAYROLL	314.80
			TMRS-PAYROLL	336.68
		TXU ENERGY	2.22 ELECTRICITY	32.22
			2.22 ELECTRICITY	39.76
			2.22 ELECTRICITY	8.22
			2.22 ELECTRICITY	10.13
			2.22 ELECTRICITY	11.07
			2.22 ELECTRICITY	20.68
			2.22 ELECTRICITY	9.53
			2.22 ELECTRICITY	48.98
			2.22 ELECTRICITY	11.45
			2.22 ELECTRICITY	56.96
			2.22 ELECTRICITY	8.22
			2.22 ELECTRICITY	8.43
			2.22 ELECTRICITY	14.05
			2.22 ELECTRICITY	13.83
			2.22 ELECTRICITY	16.39
			2.22 ELECTRICITY	395.41
			2.22 ELECTRICITY	145.76
			2.22 ELECTRICITY	2,196.73
			2.22 ELECTRICITY	9.64
			2.22 ELECTRICITY	29.38
			2.22 ELECTRICITY	46.21
			2.22 ELECTRICITY	11.60
		RANDY MEASLES	REIMBURSEMENT JEANS	150.00
			REIMBURSEMENT BOOTS	130.00
		**PAYROLL EXPENSES	2/01/2022 - 2/28/2022	8,908.33
			TOTAL:	18,197.83
COMMUNITY DEVELOPMENT	GENERAL FUND	BRENDA PATE	EASTER 2022	201.25
			TOTAL:	201.25
FEDC	GENERAL FUND	COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	222.96
			FICA PAYROLL TAX DEPOSIT	222.96
			MEDICARE TAX DEPOSIT	52.14
			MEDICARE TAX DEPOSIT	52.14
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	20.67
			DEPENDENT DENTAL	20.67
			DEPENDENT FAMILY MEDICAL	459.55
			DEPENDENT FAMILY MEDICAL	459.55
			HEALTH/LIFE INSURANCE-EMPL	673.32
			HEALTH/LIFE INSURANCE-EMPL	673.32
			EMPLOYEE DENTAL ONLY	37.64
			EMPLOYEE DENTAL ONLY	37.64
			HEALTH/LIFE INSURANCE-EMPL	2.34
			HEALTH/LIFE INSURANCE-EMPL	2.34
			FLEX SPENDING	3.70
			FLEX SPENDING	3.70
		TMRS	TMRS-PAYROLL	306.51
			TMRS-PAYROLL	306.51

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		**PAYROLL EXPENSES	2/01/2022 - 2/28/2022	8,065.98
			TOTAL:	11,623.64
NON-DEPARTMENTAL	ENTERPRISE	AFLAC	OTHER INSURANCE	37.41
			OTHER INSURANCE	34.76
			OTHER INSURANCE	32.40
			OTHER INSURANCE	32.40
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSIT	1,082.73
			FED WITHHOLDING TAX DEPOSIT	1,012.51
			FICA PAYROLL TAX DEPOSIT	867.83
			FICA PAYROLL TAX DEPOSIT	804.59
			MEDICARE TAX DEPOSIT	202.94
			MEDICARE TAX DEPOSIT	188.18
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	191.90
			MED DEPENDENT CHILD	191.90
			DEPENDENT DENTAL	41.96
			DEPENDENT DENTAL	39.65
			DEPENDENT FAMILY MEDICAL	49.24
			DEPENDENT FAMILY MEDICAL	16.61
			DEPENDENT LIFE	1.59
			DEPENDENT LIFE	1.52
			DEPENDENT SPOUSE MEDICAL	207.52
			DEPENDENT SPOUSE MEDICAL	197.46
			LIFE INSURANCE	12.15
			LIFE INSURANCE	10.97
			FLEX SPENDING	121.96
			FLEX SPENDING	106.23
			VISION - DEPENDENT	60.41
			VISION - DEPENDENT	57.07
			VISION - EMPLOYEE	33.71
			VISION - EMPLOYEE	32.40
		TMRS	TMRS-PAYROLL	1,000.66
			TMRS-PAYROLL	902.30
			TOTAL:	7,572.96
SANITATION	ENTERPRISE	COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	16.04
			FICA PAYROLL TAX DEPOSIT	13.48
			MEDICARE TAX DEPOSIT	3.75
			MEDICARE TAX DEPOSIT	3.16
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	45.91
			HEALTH/LIFE INSURANCE-EMPL	54.85
			EMPLOYEE DENTAL ONLY	2.57
			EMPLOYEE DENTAL ONLY	3.06
			HEALTH/LIFE INSURANCE-EMPL	0.16
			HEALTH/LIFE INSURANCE-EMPL	0.19
		TMRS	TMRS-PAYROLL	19.66
			TMRS-PAYROLL	16.53
		**PAYROLL EXPENSES	2/01/2022 - 2/28/2022	476.25
			TOTAL:	655.61
WATER OPERATIONS	ENTERPRISE	ATLAS UTILITY SUPPLY COMPANY	WATER METER REPLACEMENT	3,010.38
		VYVE	300 LOVE STREET CITY BARN	99.99
			106 WALKER LAN WATSON	99.99
		BROOKSHIRE BROS. #10	BOTTLE WATER	51.48
		CERTIFIED LABORATORIES	AEROSOL	613.85
		FLATT STATIONERS, INC.	OFFICE SUPPLIES	14.60

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		ACE HARDWARE & LUMBER COMPANY	DOOR KNOB C/2 ROOM	37.99
			NEW KEYS AND BATTERIES WTP	35.73
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	97.41
		LONESTAR MAINTENANCE & SE	5 CHLORINE GAS CYLINDERS	862.58
			SOLENOID VALV, 3/8 BLACK T	562.50
			CLZ BOTTLE RENT	126.00
		WELLS FARGO BANK	POSTAGE FOR TIER II	7.38
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	267.74
			FICA PAYROLL TAX DEPOSIT	244.50
			MEDICARE TAX DEPOSIT	62.61
			MEDICARE TAX DEPOSIT	57.17
		MUNICIPAL SAVINGS	DEMISE	2,458.02
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	89.56
			MED DEPENDENT CHILD	89.56
			DEPENDENT DENTAL	17.81
			DEPENDENT DENTAL	16.99
			DEPENDENT FAMILY MEDICAL	114.89
			DEPENDENT FAMILY MEDICAL	14.36
			DEPENDENT SPOUSE MEDICAL	26.92
			DEPENDENT SPOUSE MEDICAL	70.45
			HEALTH/LIFE INSURANCE-EMPL	883.11
			HEALTH/LIFE INSURANCE-EMPL	872.40
			EMPLOYEE DENTAL ONLY	49.37
			EMPLOYEE DENTAL ONLY	48.78
			HEALTH/LIFE INSURANCE-EMPL	3.07
			HEALTH/LIFE INSURANCE-EMPL	3.04
			FLEX SPENDING	0.48
			FLEX SPENDING	0.35
		ATMOS ENERGY	300 LOVE ST	384.27
		TMRS	TMRS-PAYROLL	337.44
			TMRS-PAYROLL	308.00
		TXU ENERGY	2.22 ELECTRICITY	1,613.15
			2.22 ELECTRICITY	76.01
			2.22 ELECTRICITY	811.33
			2.22 ELECTRICITY	758.21
			2.22 ELECTRICITY	1,078.42
			2.22 ELECTRICITY	1,138.97
		RUTHERFORD TREE SERVICE	TREE REMOVAL TO REPAIR LEA	600.00
		WHOLESALE ELECTRIC SUPPLY	TIMER	207.00
			OVERLOAD RELAY FOR PARK WE	1,008.88
		ABC STORAGE	CITY OF FAIRFIELD WATER BI	2,185.38
		NELSON PROPANE GAS INC	PROPANE TANK BARN	316.57
		**PAYROLL EXPENSES	2/01/2022 - 2/28/2022	8,492.46
			TOTAL:	30,327.15
WASTEWATER OPERATIONS	ENTERPRISE	BAYLESS AUTO SUPPLY	V-BELT FOR LIFT STATION	41.80
		LARRY BALLOU	BOOT REIMBURSEMENT	130.00
		CAPPS TRUE VALUE HARDWARE	SAFETY LOCKS FOR LIFT STAT	27.23
			SMALL TOOLS	58.58
			PLANT DOOR LATCH	2.19
		EDDIE'S AUTOBODY & TIRE	#141	507.96
		ELECTRICO	DIGESTER MOTOR	1,680.00
		J & H ELECTRIC	LGHTS FOR MIMS CREEK	923.00
			MIMS PLANT LIGHTS	994.00
			MIMS PLANT DIGESTER MOTOR	497.00
		ACE HARDWARE & LUMBER COMPANY	LAB SUPPLIES	15.54

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		GOOD NEIGHBOR CLEANERS	FLOOR SQUEEGE FOR PLANT	86.97
		PARKER AUTO SUPPLY	UNIFORM CLEANING	97.44
		COMMUNITY NATIONAL BANK & TRUST OF TEX	MIMS	95.46
			FICA PAYROLL TAX DEPOSIT	584.04
			FICA PAYROLL TAX DEPOSIT	546.61
			MEDICARE TAX DEPOSIT	136.58
			MEDICARE TAX DEPOSIT	127.84
		RED HAT RENTALS	FORK LIFT TO INSTALL MOTOR	736.84
		TML EMPLOYEE BENEFITS POOL	MED DEPENDENT CHILD	358.21
			MED DEPENDENT CHILD	358.21
			DEPENDENT DENTAL	80.19
			DEPENDENT DENTAL	75.60
			DEPENDENT FAMILY MEDICAL	24.42
			DEPENDENT SPOUSE MEDICAL	456.08
			DEPENDENT SPOUSE MEDICAL	389.13
			HEALTH/LIFE INSURANCE-EMPL	1,677.19
			HEALTH/LIFE INSURANCE-EMPL	1,590.69
			EMPLOYEE DENTAL ONLY	93.75
			EMPLOYEE DENTAL ONLY	88.92
			HEALTH/LIFE INSURANCE-EMPL	5.82
			HEALTH/LIFE INSURANCE-EMPL	5.52
			FLEX SPENDING	1.81
			FLEX SPENDING	1.46
		TMRS	TMRS-PAYROLL	729.33
			TMRS-PAYROLL	655.12
		TXU ENERGY	2.22 ELECTRICITY	13.17
			2.22 ELECTRICITY	32.58
			2.22 ELECTRICITY	1,159.06
			2.22 ELECTRICITY	32.15
			2.22 ELECTRICITY	86.36
			2.22 ELECTRICITY	3,678.10
			2.22 ELECTRICITY	490.60
			2.22 ELECTRICITY	27.04
			2.22 ELECTRICITY	105.27
			2.22 ELECTRICITY	21.69
			2.22 ELECTRICITY	17.50
			2.22 ELECTRICITY	239.38
			2.22 ELECTRICITY	245.01
			2.22 ELECTRICITY	11.30
			2.22 ELECTRICITY	1,482.18
			2.22 ELECTRICITY	103.40
			2.22 ELECTRICITY	61.92
		WHOLESALE ELECTRIC SUPPLY	PHASE MOTOR	390.00
			REPAIRS TO RONNIE ST LIFT	4,323.58
		MOODY BROS. INC.	FLOWMETER CALIBRATIONS	1,133.34
		O'REILLY AUTO PARTS	#140 WIPER BLADES	32.16
		FREESTONE FORD	#130	33.00
		USABLUBOOK	ALGAE BRUSHES	70.66
		**PAYROLL EXPENSES	2/01/2022 - 2/28/2022	19,268.68
			TOTAL:	46,938.66
NON-DEPARTMENTAL	TDCJ	AFLAC	OTHER INSURANCE	0.33
			OTHER INSURANCE	4.96
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSIT	288.28
			FED WITHHOLDING TAX DEPOSIT	289.38
			FICA PAYROLL TAX DEPOSIT	256.57

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
			FICA PAYROLL TAX DEPOSIT	242.09
			MEDICARE TAX DEPOSIT	60.01
		TML EMPLOYEE BENEFITS POOL	MEDICARE TAX DEPOSIT	56.62
			DEPENDENT DENTAL	2.29
			DEPENDENT DENTAL	1.68
			DEPENDENT FAMILY MEDICAL	49.24
			DEPENDENT FAMILY MEDICAL	16.61
			DEPENDENT LIFE	0.01
			DEPENDENT LIFE	0.08
			DEPENDENT SPOUSE MEDICAL	0.90
			DEPENDENT SPOUSE MEDICAL	10.96
			LIFE INSURANCE	0.11
			LIFE INSURANCE	1.29
			FLEX SPENDING	13.46
			FLEX SPENDING	19.05
			VISION - DEPENDENT	3.30
			VISION - DEPENDENT	2.42
			VISION - EMPLOYEE	6.29
			VISION - EMPLOYEE	5.96
		TMRS	TMRS-PAYROLL	294.33
			TMRS-PAYROLL	277.16
			TOTAL:	1,903.38
OPERATIONS & MAINTENAN TDCJ		ELETRIC MOTOR SPECIALIST	BARSCREEN MAINTENANCE	4,966.00
		CAPPS TRUE VALUE HARDWARE	BALL VALVE AND GLOVES	47.27
		GOOD NEIGHBOR CLEANERS	UNIFORM CLEANING	97.41
		CLEARWATER ASSOCIATES LLC	BASIN CHEMICALS	2,157.49
		LONESTAR MAINTENANCE & SE	7 CHLORINE GAS CYLINDER	1,207.61
			CLZ BOTTLE RENT TDCJ	126.00
		PARKER AUTO SUPPLY	GENERATOR BATTERY TDCJ	141.31
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	256.58
			FICA PAYROLL TAX DEPOSIT	242.09
			MEDICARE TAX DEPOSIT	60.01
			MEDICARE TAX DEPOSIT	56.63
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	5.34
			DEPENDENT DENTAL	3.92
			DEPENDENT FAMILY MEDICAL	114.88
			DEPENDENT FAMILY MEDICAL	38.77
			DEPENDENT SPOUSE MEDICAL	2.10
			DEPENDENT SPOUSE MEDICAL	25.52
			HEALTH/LIFE INSURANCE-EMPL	760.39
			HEALTH/LIFE INSURANCE-EMPL	737.14
			EMPLOYEE DENTAL ONLY	42.51
			EMPLOYEE DENTAL ONLY	41.21
			HEALTH/LIFE INSURANCE-EMPL	2.64
			HEALTH/LIFE INSURANCE-EMPL	2.56
			FLEX SPENDING	0.48
			FLEX SPENDING	0.36
		TMRS	TMRS-PAYROLL	319.55
			TMRS-PAYROLL	300.91
		TXU ENERGY	2.22 ELECTRICITY	2,007.56
			2.22 ELECTRICITY	743.84
			2.22 ELECTRICITY	984.13
			2.22 ELECTRICITY	585.83
		BLUE RIVER TECHNOLOGIES	SLUDGE DEWATERING BAGS	3,434.00
		MOODY BROS. INC.	FLOWMETER CALIBRATIONS	566.66

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		O'REILLY AUTO PARTS	BATTERY PITCHERS FOR MAIN	126.10
		**PAYROLL EXPENSES	2/01/2022 - 2/28/2022	8,164.13
			TOTAL:	28,368.93
NON-DEPARTMENTAL	HOTEL/MOTEL FUND	COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSIT	89.82
			FED WITHHOLDING TAX DEPOSIT	89.82
			FICA PAYROLL TAX DEPOSIT	92.02
			FICA PAYROLL TAX DEPOSIT	92.02
			MEDICARE TAX DEPOSIT	21.52
			MEDICARE TAX DEPOSIT	21.52
		TML EMPLOYEE BENEFITS POOL	VISION - EMPLOYEE	5.00
			VISION - EMPLOYEE	5.00
		TMRS	TMRS-PAYROLL	103.89
			TMRS-PAYROLL	103.89
			TOTAL:	624.50
HOTEL/MOTEL FUND	HOTEL/MOTEL FUND	FREESTONE CTY HISTORICAL MUSEUM	2.2022 PER BUDGET	1,250.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	92.02
			FICA PAYROLL TAX DEPOSIT	92.02
			MEDICARE TAX DEPOSIT	21.52
			MEDICARE TAX DEPOSIT	21.52
		TML EMPLOYEE BENEFITS POOL	HEALTH/LIFE INSURANCE-EMPL	336.66
			HEALTH/LIFE INSURANCE-EMPL	336.66
			EMPLOYEE DENTAL ONLY	18.82
			EMPLOYEE DENTAL ONLY	18.82
			HEALTH/LIFE INSURANCE-EMPL	1.17
			HEALTH/LIFE INSURANCE-EMPL	1.17
		TMRS	TMRS-PAYROLL	112.80
			TMRS-PAYROLL	112.80
		**PAYROLL EXPENSES	2/01/2022 - 2/28/2022	3,018.32
			TOTAL:	5,434.30
NON-DEPARTMENTAL	WESTWOOD WATER	COMMUNITY NATIONAL BANK & TRUST OF TEX	FED WITHHOLDING TAX DEPOSIT	101.02
			FED WITHHOLDING TAX DEPOSIT	101.02
			FICA PAYROLL TAX DEPOSIT	99.21
			FICA PAYROLL TAX DEPOSIT	99.21
			MEDICARE TAX DEPOSIT	23.20
			MEDICARE TAX DEPOSIT	23.20
		TML EMPLOYEE BENEFITS POOL	DEPENDENT DENTAL	8.85
			DEPENDENT DENTAL	8.85
			DEPENDENT FAMILY MEDICAL	196.95
			DEPENDENT FAMILY MEDICAL	196.95
			LIFE INSURANCE	2.41
			LIFE INSURANCE	2.41
			VISION - DEPENDENT	12.74
			VISION - DEPENDENT	12.74
			VISION - EMPLOYEE	5.00
			VISION - EMPLOYEE	5.00
		TMRS	TMRS-PAYROLL	126.58
			TMRS-PAYROLL	126.58
			TOTAL:	1,151.92
WATER OPERATIONS	WESTWOOD WATER	LONESTAR MAINTENANCE & SE	CLZ BOTTLE RENT WW	49.00
		COMMUNITY NATIONAL BANK & TRUST OF TEX	FICA PAYROLL TAX DEPOSIT	99.21
			FICA PAYROLL TAX DEPOSIT	99.21
			MEDICARE TAX DEPOSIT	23.20

DEPARTMENT	FUND	VENDOR NAME	DESCRIPTION	AMOUNT
		TML EMPLOYEE BENEFITS POOL	MEDICARE TAX DEPOSIT	23.20
			DEPENDENT DENTAL	20.67
			DEPENDENT DENTAL	20.67
			DEPENDENT FAMILY MEDICAL	459.55
			DEPENDENT FAMILY MEDICAL	459.55
			HEALTH/LIFE INSURANCE-EMPL	336.66
			HEALTH/LIFE INSURANCE-EMPL	336.66
			EMPLOYEE DENTAL ONLY	18.82
			EMPLOYEE DENTAL ONLY	18.82
			HEALTH/LIFE INSURANCE-EMPL	1.17
			HEALTH/LIFE INSURANCE-EMPL	1.17
		TMRS	TMRS-PAYROLL	137.43
			TMRS-PAYROLL	137.43
		TXU ENERGY	2.22 ELECTRICITY	15.35
		WESTWOOD UTILITY CORPORATION	2/2022 WESTWOOD UTILITIES	104,987.79
		MARK HENDERSON ELECTRIC INC	WELL MAINTENANCE	1,120.50
		**PAYROLL EXPENSES	2/01/2022 - 2/28/2022	3,616.68
			TOTAL:	111,982.74

===== FUND TOTALS =====		
01	GENERAL FUND	270,520.27
02	ENTERPRISE	85,494.38
06	TDCJ	30,272.31
07	HOTEL/MOTEL FUND	6,058.80
23	WESTWOOD WATER	113,134.66
GRAND TOTAL:		505,480.42

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: 2/01/2022 THRU 2/28/2022
CHECK DATE: 0/00/0000 THRU 99/99/9999

PAYROLL SELECTION

PAYROLL EXPENSES: YES
EXPENSE TYPE: GROSS
CHECK DATE: 2/01/2022 THRU 2/28/2022

PRINT OPTIONS

PRINT DATE: None
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: COUNCIL REPORT 2/28/2022
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO



TO: Mayor, City Council

FROM: Nate Smith, City Administrator

N/BS

DATE: February 4, 2022

RE: City Administrator Report

Update

Here is an update on city projects.

1. TDCJ Project – The city met with engineers and TDCJ to discuss design. Currently, the design is almost complete for the wastewater refurbishment, and 60 percent complete for the water line.
2. American Rescue Plan – We are reviewing submissions for engineering services for ARPA funds. We will bring selections to the council at the next meeting.
3. I-45 Frontage Road – Our engineers are in contact with TxDOT's contracted engineers on water line relocation near Church Street.
4. U.S. 84 and FM 27- I have sent TxDOT a letter requesting a traffic study at the intersection of U.S. 84 and FM 27. A business owner near the intersection expressed his concern to us and we also believe that the intersection, in its current state, is a safety hazard. I have attached a copy of the letter in this report.

Budget Report

Here is an update on the city's budget, ending February 28. General Fund revenues are at 58.30 percent of budgeted expectations and expenditures are at 48.30 percent.

Revenue

- Property Tax – Property tax collection is at 108.18 percent. Delinquent tax collection is at 63.77 percent. This percentage represents the bulk of our property tax revenues for the year.
- Sales Tax – Sales tax for the month of February was 33 percent over the previous year, at \$246,584.79. The sales tax revenue is still beating inflation by 22 percent, and above budget at 55.47 percent.
- Enterprise Fund – Revenues for the Enterprise Fund is at 39.57 percent of budgeted revenue.
- TDCJ Fund – Revenues for the Boyd Unit facility is at 50.60 percent of budgeted revenue.
- Hotel/Motel Fund – Revenues are at 24.96 percent collected.
- Westwood Fund – Revenues are at 36.23 percent collected.

Expenditures

- Enterprise Fund – Enterprise Fund expenditures are at 36.62 percent.
- TDCJ Fund – Total expenditures are at 44.44 percent.
- Hotel/Motel Fund – Expenditures are at 62.40 percent.
- Westwood Fund – Expenditures are at 45.63 percent.



March 1, 2022

Delmy Reyes, P.E.
Texas Department of Transportation
Huntsville Area Engineer – Bryan District
Sent Electronically

Dear Ms. Reyes:

The City of Fairfield has experienced multiple near misses and traffic collisions at the intersection of U.S. 84 and Farm-to-Market Road 27. I have attached the following Google map of the intersection in question.



As you can see, the intersection has multiple entry and exit points near it, in addition to retail shopping, vehicle repair, and the City of Fairfield City Hall.

The city is requesting the department to conduct a study to prevent traffic collisions at this intersection, including the possible use of traffic calming devices such as lowering speed limits, better signage, or the addition of a second stop sign heading westbound from U.S. 84 to merge onto FM 27.



If the department has any questions or needs more information, please feel free to contact me at City Hall. My telephone number is 903-389-2633.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathaniel B. Smith". The signature is fluid and cursive, with the first name being the most prominent.

Nathaniel B. Smith, MPA
City Administrator

CC: Jace Lee, P.E.

DIRECTORS REPORT

March 2, 2022

Water and Wastewater Department:

1. City Wells in production are operating properly. Averaged 411 thousand gallons per day for the month of February. The water wells have produced 11.9 million gallons for the month of February.
2. The City has placed advertisements for employment on Indeed and have received some potential leads. We are wanting to fill the Mims Creek Operator position, Street Tech I position, and a part time position at the City Dump.
3. Water Dept: A Monthly Report is attached for Mayor and Council review.
4. Water Dept: The City and Westwood meters were read on February 17. All went well.
5. The City cut off 48 Customers for the month of February. 4 customers are still off..
6. City Employees had a total of 59 Work Orders for the month of February. The city had 25 work orders that have not been completed or processed. A Service Order Report is attached.
7. Mims Creek WWTP: The WWTP is operating properly. A Monthly Report is attached.
8. TDCJ Boyd Unit WWTP/ WTP: A complete TDCJ Monthly Report is attached.

Westwood Water Plants:

1. Westwood Wells in production are operating properly. Averaged 91 thousand gallons per day for the month of February. Westwood Wells have produced 2.8 million gallons for the month of February.

**Department Head Report
Continued:**

Westwood Water Plants:

2. The city cut off 4 customers for the month of February. All customers have resumed their service.
3. The City Employees had a total of 10 Work Orders for the month of February. 6 have not been completed or processed. A Service Order Report is attached.

Street and Construction Department:

1. Street Dept.: A complete report is attached.
2. Fuel Report for the month of February is attached for the Mayor and Councils review.

Parks Department:

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

Respectfully Submitted,


Clyde Woods
Director of Public Works

FEBRUARY MONTHLY REPORT 2022

- Water rounds for Fairfield and Westwood
- Lift station rounds
- All wells and water plants running good
- All lift stations running good
- Routine calls
 - FF re-reads – **90**
 - WW re-reads – **33**
 - FF cut-offs – **48**
 - WW cut-offs – **19**
- Pothole for water main off of Church St
- 440 W Hwy 84 – Check for leak. Need locates called in.
- Work orders
 - **#023927** – 414 Travis St – Turn water off for freeze.
 - **#023928** – 1414 W HWY 84 – Turn off water for the freeze.
 - **#023930** – 300 E IH 45 – Turn off water for the freeze.
 - **#023932** – 331 W IH 45 – Turn water off for the freeze.
 - **#023931** – 227 E Commerce St – Unlock meter but do not turn on. Read – **4604**
 - **#023925** – 197 Talford St – Final billing. Read – **85438.73**
 - **#023934** – 1003 Walnut Creek Dr – Sewer stoppage at main. Unstopped and cleaned up around manhole.
 - **#023935** – 125 S Fairway – Finale billing. Read – **84675.71**
 - **#023936** – 225 W Reunion St – Sewer stoppage. Unclogged at the main.
 - **#023793** – 467 Davis St – Replace endpoint. Reprogrammed.
 - **#023675** – 632 Robindale Ln – Replace endpoint. Reprogrammed.
 - **#023638** – 563 Ferndale Ln – Replace endpoint. Reprogrammed.
 - **#023661** – 575 Ferndale Ln – Replace endpoint. Reprogrammed.
 - **#023653** – 712 Robindale Ln – Replace endpoint # **110 434 137**. New # **130 174 732**.
 - **#023628** – 568 Tallyho Ln – Replace endpoint. Reprogrammed.

FEBRUARY MONTHLY REPORT 2022

- **#023788** – 802 Stardust Ln – Replace endpoint # **110 419 831**. New # **130 174 871**.
- **#023603** – 806 Robindale Ln – Replace endpoint. Reprogrammed.
- **#023804** – 757 Robindale Ln – Replace endpoint. Reprogrammed.
- **#023676** – 406 E Main St – Replace endpoint. Reprogrammed.
- **#023668** – 910 Watson Ln – Replace endpoint. Reprogrammed.
- **#023666** – 905 Watson Lane – Replace endpoint # **110 429 668**. New # **130 174 860**.
- **#023651** – Replace endpoint. Reprogrammed.
- **#023651** – 904 Watson Ln – Replace endpoint. Reprogrammed.
- **#023619** – 917 Walnut Creek Dr – Replace endpoint. Reprogrammed.
- **#023600** – 1003 Walnut Creek – Replace endpoint. Reprogrammed.
- **#023781** – 329 Childs Dr – Replace endpoint # **110 423 011**. New # **130 174 858**.
- **#023615** – 145 Talford St – Replace endpoint. Reprogrammed.
- **#023620** – 580 Fount Kirby St – Replace endpoint. Reprogrammed.
- **#023629** – 112 Love St – Replace endpoint. Reprogrammed.
- **#023634** – 527 Ronnie St – Replace endpoint. Reprogrammed.
- **#023623** – 141 Oak St – Replace endpoint # **110 432 455**. New # **130174 859**
- **#023611** – 830 Old Palestine Rd – Replace endpoint. Reprogrammed.
- **#023626** – 826 Old Palestine Rd – Replace endpoint # **110 432 478**. New # **130 176 406**
- **#023598** – 877 Old Palestine Rd – Replace endpoint # **110 431 011** New # **130 176 595**
- **#023656** – 706 Dejay St – Replace endpoint # **110 432 502**. New # **130 174 870**
- **#023903** – 125 B Love St – Set meter furnish info. Meter # **211 630 111** EP # **130 174 868**
- **#023911** – 125 A Love St – Set meter furnish info. Meter # **211 630 110** EP # **130 176 579**
- **#023939** – 414 Travis St – Turn service on.
- **#023635** – 575 E Reunion St – Replace meter and endpoint.
Old Meter # **180 246 798** Read – **69441.05**. New meter # **211 630 108** EP # **130 246 798**
- **#023941** – 321 Wood St – Turn off for repairs.
- **#023942** – 301 Dunbar St – Turn off for repairs.
- **#023943** – 715 S Fairway – Turn off repairs.
- **#023947** – 154 CR 1171 – Final billing. Cut-off is leaking by. Read – **162725.73**

FEBRUARY MONTHLY REPORT 2022

- **#023933** – 128 Carter St – Get reading and leave on. Read from Beacon – **287953.18**
- **#023946** – 120 N Steward Ln – Turn off meter and find sewer service.
- **#023608** – 328 Bond St – Replace meter and endpoint.
Old meter # **180 247 231**. New meter # **130 176 319** EP # **110 430 422**
- **#023642** – 125 N Keechi St – Replace endpoint. Reprogrammed.
- **#023772** – 412 N Fairway – Replace endpoint. Reprogrammed.
- **#023802** – 102 E College St – Replace endpoint # **110 501 414**. New # **130 176 011**
- **#023776** – 119 E College St – Replace endpoint. Reprogrammed.
- **#023775** - 211 N Mount St – Replace endpoint# **110 454 603**. New # **130 174 846**
- **#023803** – 305 N Mount St – Replace endpoint. Reprogrammed.
- **#023590** – 323 Bond St – Replace endpoint. Reprogrammed.
- **#023670** – 223 S Hall St – Replace endpoint # **110 430 156**. New # **130176 588**
- **#023787** – 100 Laurel Ln – Replace endpoint # **110 422 973**. New # **130 176 327**
- **#023641** – 113 N Hall St – Replace endpoint. Reprogrammed.
- **#023662** – 667 N Bateman Rd – Replace endpoint # **110 428 225**. New # **130 176 326**
- **#023801** – 422 N Keechi St – Replace endpoint. Reprogrammed.
- **#023953** – 131 CR 237 11 – Final billing. Read – **108038.95**
- **#023954** – 319 W IH 45 – Turn off for repairs.
- **#023955** – 118 W College St – Get reading and leave on. Read from Beacon – **35750.24**
- **#023957** – 946 Faircrest Dr – Final billing. Read – **176688.24**
- **#023960** – 125 A Love St – Mark water and sewer lines.
- **#023961** – 216 CR 1171 – Mark water lines.
- **#023963** – 603 W HWY 84 – Check for leak. Leak on customer.
- **#023964** – 706 Kelly St – Dirt in bath tub and toilets. Complete blockage on customer side.
- **#023959** – 127 N Steward Ln – Mark water and sewer lines.
- **#023971** – 310 Jefferson St – Final billing. Read – **118833.53**
- **#023969** – 520 Robindale Ln – Get reading and leave on. Read – **189956.22**
- **#023792** – 461 E Bradley St – Replace endpoint # **110 419 763**. New # **130 176 562**
- **#023596** – 100 W Reunion St – Replace endpoint. Reprogrammed.

FEBRUARY MONTHLY REPORT 2022

- **#023980** – 711 Post Oak Rd – Final billing. Read – **117029.81**
- **#023981** – 615 W Commerce St – Turn service on. Read – **88231.76**
- **#023597** – 113 W Reunion St – Replace endpoint # **110 431 218**. New # **130 176 416**
- **#023795** – 309 S Mount St – Replace endpoint. New # **130 176 446**
- **#023655** – 214 W Main St – Replace endpoint. Reprogrammed.
- **#023659** – 323 W Reunion St – Replace endpoint. Reprogrammed.
- **#023605** – 115 S Mount St – Replace endpoint. Reprogrammed.
- **#023640** – 111 S Mount St – Replace endpoint. Reprogrammed.
- **#023604** – 324 S Mount St – Replace endpoint. Reprogrammed.
- **#023798** – 318 Dunbar St – Replace endpoint. Reprogrammed.
- **#023606** – 221 S Keechi St – Replace endpoint. Reprogrammed.
- **#023690** – 103 E Commerce St – Replace endpoint. Reprogrammed.
- **#023786** – 141 S Fairway – Replace endpoint. Reprogrammed.
- **#023989** – 309 CR 1211 – Re-read. Read – **0.08**
- **#023990** – 184 CR 1222 – Turn off due to customers request for a leak.
- **#023948** – 1500 E Commerce St - Get reading and leave on. Read from Beacon – **4779.82**
- **#023951** – 104 PR 944 – Check for leak. No leak found.
- **#023958** – 946 Faircrest Dr – Turn service on. Read from Beacon – **176688.2**
- **#023971** – 310 Jefferson St – Get reading and leave on. Read – **118834.15**
- **#023998** – 154 CR 1171 – Meter already off and locked. Cut-off is leaking.
- **#023997** – 114 Talford St – Air in line complaint. We went out and turned on faucet and no air.
- **#024000** – 125 B Love St – Pulled meter due to no longer wanting it.
- **#023646** – 137 Carter – Replace endpoint. Reprogrammed.
- **#023679** – 404 N Fairway – Replace endpoint. Reprogrammed.
- **#023688** – 514 W Main St – Replace endpoint # **110 450 716**. New # **130 174 769**
- **#023692** – 626 W Main St – Replace endpoint. Reprogrammed.
- **#023694** – 300 W Hwy 84 – Replace endpoint. Reprogrammed.
- **#021763** – 103 CR 1211 – Meter swap –
Old meter # **283 363 1** Read – **2185** New meter # **211 630 109** EP 3 **130 174 886** Read **0**

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- **#023908** – 221 S Keechi St – Check for leak. No leak found.
- **#023999** – 154 CR 1171 - Replace cut-off
- **#024001** – 628 Post Oak Rd – Final billing. Read – **2034**
- **#024002** – 401 E Reunion St – Final billing. Read – **144744.41**
- **#024004** – 330 Church St – Re-read meter and furnish meter and endpoint numbers and locked
Meter # **180 321 790** Endpoint # **110 452 962** Read **54246.69**
- **#023967** – 168 Carter – Check for leak. Leak on customer.
- **#023970** – 308 S Cotton St – Get reading and leave on. Read from Beacon – **119989.95**
- **#023974** – 455 E Bradley St – Turn service on. Read – **176688.24**
- **#023972** – 700 Clark St – Final billing. Read – **955658.64**
- **#023973** – 151 FM 27 W – Get reading and leave on. Read from Beacon – **938031.28**
- **#023975** – 533 Peachtree St – Get reading and leave on. Read from Beacon – **133961.49**
- **#023977** – 438 W Main St – Turn service of and lock. Read – **83003.20**
- **#023976** -330 Church St – Final billing. Read – **54246.69**
- **#023983** – 233 CR 1220 – Final billing. Read – **13556.33**
- **#023984** – 120 N Steward Ln – Final billing. Read - **959**
- Water production Fairfield – **11.919**
- Water production Westwood – **2.823**

James, Bubba, Vic, Ronnie, Dustin

**CITY OF FAIRFIELD - WATER SYSTEM
FEBRUARY 2021 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 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	INITIALS	TIME	CHLORINE RESIDUAL LOVE	CHLORINE RESIDUAL WATSON	CHLORINE RESIDUAL DISTRIBUTION
1	86	104	170	47	407,000	2,368,800	1,776,600	1,184,400	17.18%	22.91%	34.36%	VR	0746	0.93	1.13	1.27
2	94	43	92	156	385,000	2,368,800	1,776,600	1,184,400	16.25%	21.67%	32.51%	VR	0747	1.31	1.11	1.49
3	156	126	132	45	459,000	2,368,800	1,776,600	1,184,400	19.38%	25.84%	38.75%	DD		0.92	0.42	1.58
4	110	105	163	156	534,000	2,368,800	1,776,600	1,184,400	22.54%	30.06%	45.09%	DD		1.03	0.94	1.12
5	103	77	145	120	445,000	2,368,800	1,776,600	1,184,400	18.79%	25.05%	37.57%	DD		1.15	0.46	1.05
6	90	252	153	274	769,000	2,368,800	1,776,600	1,184,400	32.46%	43.28%	64.93%	DD		1.10	1.12	0.89
7	57	8	117	119	301,000	2,368,800	1,776,600	1,184,400	12.71%	16.94%	25.41%	VR	0758	1.35	0.89	1.49
8	99	0	159	235	493,000	2,368,800	1,776,600	1,184,400	20.81%	27.75%	41.62%	VR	0856	1.94	0.89	0.73
9	114	108	65	178	465,000	2,368,800	1,776,600	1,184,400	19.63%	26.17%	39.26%	VR	0757	1.78	0.80	0.29
10	101	0	141	158	400,000	2,368,800	1,776,600	1,184,400	16.89%	22.51%	33.77%	VR	0728	1.84	1.22	1.63
11	56	0	140	289	485,000	2,368,800	1,776,600	1,184,400	20.47%	27.30%	40.95%	WT	0805	1.92	1.24	1.88
12	91	121	112	103	427,000	2,368,800	1,776,600	1,184,400	18.03%	24.03%	36.05%	RF	0645	2.00	1.23	1.12
13	109	39	41	160	349,000	2,368,800	1,776,600	1,184,400	14.73%	19.64%	29.47%	RF	0815	2.05	1.27	0.85
14	79	201	107	43	430,000	2,368,800	1,776,600	1,184,400	18.15%	24.20%	36.31%	VR	0803	2.18	1.18	1.20
15	145	139	125	0	409,000	2,368,800	1,776,600	1,184,400	17.27%	23.02%	34.53%	VR	0738	2.10	1.20	1.56
16	101	203	109	0	413,000	2,368,800	1,776,600	1,184,400	17.43%	23.25%	34.87%	VR	0811	2.15	0.48	0.76
17	89	305	94	0	488,000	2,368,800	1,776,600	1,184,400	20.60%	27.47%	41.20%	VR	0730	2.18	1.20	1.98
18	83	134	98	122	437,000	2,368,800	1,776,600	1,184,400	18.45%	24.60%	36.90%	WT	0715	2.20	0.71	2.05
19	65	145	75	63	348,000	2,368,800	1,776,600	1,184,400	14.69%	19.59%	29.38%	VR	0800	3.69	1.02	0.82
20	91	133	152	40	416,000	2,368,800	1,776,600	1,184,400	17.56%	23.42%	35.12%	VR	0818	1.77	1.09	0.76
21	144	47	89	92	372,000	2,368,800	1,776,600	1,184,400	15.70%	20.94%	31.41%	DD	0820	0.59	0.55	1.12
22	102	93	94	108	397,000	2,368,800	1,776,600	1,184,400	16.76%	22.35%	33.52%	VR	0810	0.38	0.50	1.06
23	97	101	124	61	383,000	2,368,800	1,776,600	1,184,400	16.17%	21.56%	32.34%	VR	0744	0.40	0.61	0.80
24	69	41	104	176	390,000	2,368,800	1,776,600	1,184,400	16.46%	21.95%	32.93%	WT	0730	0.46	0.30	0.90
25	20	225	53	105	403,000	2,368,800	1,776,600	1,184,400	17.01%	22.68%	34.03%	WT	0752	0.23	0.23	0.50
26	78	118	100	85	381,000	2,368,800	1,776,600	1,184,400	16.08%	21.45%	32.17%	DD	1040	0.31	1.19	0.94
27	138	54	146	62	400,000	2,368,800	1,776,600	1,184,400	16.89%	22.51%	33.77%	DD	1045	0.33	0.61	0.81
28	57	109	106	61	333,000	2,368,800	1,776,600	1,184,400	14.06%	18.74%	28.12%	VR	0804	0.38	1.05	0.83
29																
30																
31																
Sum	2,624	3,031	3,206	3,058	11,919,000	66,326,400	49,744,800	33,163,200	N/A	N/A	N/A					
Average	94	108	115	109	411,000	N/A	N/A	N/A	17.35%	23.13%	34.70%					

Average (3) Highs
Average (3) Lows

MAX DAY 769,000

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: February

Minimum Specified Residual: 0.2 mg/L

Year: 2021

		WATER PRODUCTION				
	Total Daily Production (G/D)	Measured Residual	Hours (decimal)	Flow Rate (gpm)	pH	Temp (°C)
1	407,000	1.27				
2	385,000	1.49				
3	459,000	1.58				
4	534,000	1.12				
5	445,000	1.05				
6	769,000	0.89				
7	301,000	1.49				
8	493,000	0.73				
9	465,000	0.29				
10	400,000	1.63				
11	485,000	1.88				
12	427,000	1.12				
13	349,000	0.85				
14	430,000	1.20				
15	409,000	1.56				
16	413,000	0.76				
17	488,000	1.98				
18	437,000	2.05				
19	348,000	0.82				
20	416,000	0.76				
21	372,000	1.12				
22	397,000	1.06				
23	383,000	0.80				
24	390,000	0.90				
25	403,000	0.50				
26	381,000	0.94				
27	400,000	0.81				
28	333,000	0.83				
TOTAL	11,919,000					
AVG		1.12				
MIN		0.29				
MAX		2.05				
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 - 7777 (07-77-09)		MSRMOR				

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

JOB ACTION	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
O - OCCUPANT CHANGE	7	3	0	0	0
X - MISCELLANEOUS	12	15	0	0	0
C - CONNECT	4	2	0	0	1
I - METER INFORMATION	4	0	0	0	0
D - DISCONNECT	4	4	0	0	1
M - METER CHANGE	3	0	0	0	0
E - REREAD	0	1	0	0	0
TOTAL ALL ACTIONS	34	25	0	0	2

MIMS CREEK WASTEWATER PLANT
MONTHLY REPORT
November 2021

- 1. Average monthly flow- .310 MGD**
- 2. Average monthly sludge blanket- Clarifier 1- 5.1 Clarifier 2- 6.7**
- 3. Treated 8.68 MG**
- 4. Monthly DMR done**
- 5. Pulled a total of 57543.64 Gallons of sludge**
- 6. Wasted a total of 71929.55 gallons of to digester**
- 7. Installed new Digester motor 2/10/22**
- 8. Sandy Land Equipment came to pick up the tractor to change clutch etc.**

City of Fairfield

Public Works – TDCJ Boyd Unit

Date: 2-28-22 (February report)

WWTP

1. Pulled Appx. 72,000 gallons of sludge from Digester.
2. Average Daily Flow .152 MGD
3. Average Blanket 36.0 inches
4. Treated 4.258 MG through Boyd Unit for the month.
5. Submit DMR report to TCEQ
6. Bar Screen Project nearing completion

WTP

1. Submit BacT samples
2. Average Daily Flow .213 MGD
3. Treated 5.973 MG
4. Submit TWDB
5. Submit METGCD
6. Submit EPP
7. Working on Tier II

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

Date	Master 1	Master 2	Total Gallons Pumped	Total Combined Capability @100% Duty	Total Combined Capability @75% Duty	Total Combined Capability @50% Duty	Percent of Daily Capability Actually Pumped @100% Duty	Percent of Daily Capability Actually Pumped @75% Duty	Percent of Daily Capability Actually Pumped @50% Duty	Initial	Time	CHLORINE RESIDUAL Plant 1 HENRY BROWN	CHLORINE RESIDUAL Plant 2 INDUSTRIAL	CHLORINE RESIDUAL DISTRIBUTION
	Gal / Day Pumped	Gal / Day Pumped												
1	18,000	52,000	70,000	712,800	534,600	356,400	9.82%	13.09%	19.64%	JJ	0804	1.68	1.53	1.52
2	15,000	48,000	63,000	712,800	534,600	356,400	8.84%	11.78%	17.68%	JJ	0759	1.32	1.54	1.27
3	24,000	71,000	95,000	712,800	534,600	356,400	13.33%	17.77%	26.66%	DD		1.25	1.32	1.21
4	16,000	50,000	66,000	712,800	534,600	356,400	9.26%	12.35%	18.52%	DD		1.34	1.32	1.01
5	20,000	63,000	83,000	712,800	534,600	356,400	11.64%	15.53%	23.29%	DD		1.28	1.21	1.09
6	25,000	83,000	108,000	712,800	534,600	356,400	15.15%	20.20%	30.30%	DD		1.67	0.89	0.86
7	19,000	46,000	65,000	712,800	534,600	356,400	9.12%	12.16%	18.24%	JJ	0813	1.69	0.73	1.47
8	16,000	56,000	72,000	712,800	534,600	356,400	10.10%	13.47%	20.20%	JJ	0749	1.65	0.73	1.51
9	21,000	61,000	82,000	712,800	534,600	356,400	11.50%	15.34%	23.01%	JJ	0857	1.31	1.14	1.16
10	18,000	51,000	69,000	712,800	534,600	356,400	9.68%	12.91%	19.36%	JJ	0804	1.36	1.34	1.23
11	47,000	80,000	127,000	712,800	534,600	356,400	17.82%	23.76%	35.63%	JJ	0802	1.30	0.68	1.16
12	18,000	78,000	96,000	712,800	534,600	356,400	13.47%	17.96%	26.94%	RF	0825	0.55	0.75	0.62
13	24,000	80,000	104,000	712,800	534,600	356,400	14.59%	19.45%	29.18%	RF	0855	0.90	1.65	1.43
14	20,000	93,000	113,000	712,800	534,600	356,400	15.85%	21.14%	31.71%	JJ	0821	1.04	1.89	1.15
15	62,000	82,000	144,000	712,800	534,600	356,400	20.20%	26.94%	40.40%	WT	0820	1.35	1.83	1.83
16	26,000	91,000	117,000	712,800	534,600	356,400	16.41%	21.89%	32.83%	VR	0843	1.43	0.68	1.48
17	17,000	92,000	109,000	712,800	534,600	356,400	15.29%	20.39%	30.58%	VR	0825	1.48	1.38	1.26
18	59,000	93,000	152,000	712,800	534,600	356,400	21.32%	28.43%	42.65%	VR	0819	1.69	0.32	1.55
19	14,000	98,000	112,000	712,800	534,600	356,400	15.71%	20.95%	31.43%	VR	0830	1.81	1.53	1.00
20	17,000	85,000	102,000	712,800	534,600	356,400	14.31%	19.08%	28.62%	VR	0820	1.65	2.15	2.01
21	24,000	90,000	114,000	712,800	534,600	356,400	15.99%	21.32%	31.99%	DD	0820	1.52	2.01	1.92
22	25,000	91,000	116,000	712,800	534,600	356,400	16.27%	21.70%	32.55%	VR	0837	1.59	1.78	1.54
23	22,000	97,000	119,000	712,800	534,600	356,400	16.69%	22.26%	33.39%	VR	0816	1.61	1.52	1.39
24	17,000	86,000	103,000	712,800	534,600	356,400	14.45%	19.27%	28.90%	WT	0840	1.49	1.05	1.00
25	18,000	89,000	107,000	712,800	534,600	356,400	15.01%	20.01%	30.02%	JJ	0807	1.53	1.13	1.16
26	13,000	95,000	108,000	712,800	534,600	356,400	15.15%	20.20%	30.30%	DD	0945	1.61	1.01	0.92
27	17,000	84,000	101,000	712,800	534,600	356,400	14.17%	18.89%	28.34%	DD	0930	1.71	0.92	1.12
28	22,000	84,000	106,000	712,800	534,600	356,400	14.87%	19.83%	29.74%	JJ	0809	1.68	1.04	1.34
29														

Sum	654,000	2,169,000	2,823,000	19,958,400	14,968,800	9,979,200	N/A	N/A	N/A
Averag	21,097	69,968	91,065	N/A	N/A	N/A	12.78%	17.03%	25.55%

Average (3) Highs
Average (3) Lows

MAX DAY 152,000

CL2 AVERAGE

1.45 1.25 1.29

MIN DAY
MAX DAY

0.55 0.32 0.62
1.81 2.15 2.01

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

WATER PRODUCTION						
	Total Daily Production (G/D)	Measured Residual	Hours (decimal)	Flow Rate (gpm)	pH	Temp (°C)
1	70,000	1.52				
2	63,000	1.27				
3	95,000	1.21				
4	66,000	1.01				
5	83,000	1.09				
6	108,000	0.86				
7	65,000	1.47				
8	72,000	1.51				
9	82,000	1.16				
10	69,000	1.23				
11	127,000	1.16				
12	96,000	0.62				
13	104,000	1.43				
14	113,000	1.15				
15	144,000	1.83				
16	117,000	1.48				
17	109,000	1.26				
18	152,000	1.55				
19	112,000	1.00				
20	102,000	2.01				
21	114,000	1.92				
22	116,000	1.54				
23	119,000	1.39				
24	103,000	1.00				
25	107,000	1.16				
26	108,000	0.92				
27	101,000	1.12				
28	106,000	1.34				
29						
30						
31						
TOTAL	2,823,000					
AVG		1.29				
MIN		0.62				
MAX		2.01				
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
OFF - TURN SERVICE OFF	1	1	0	0	0
LK@M - LEAK @ METER	1	1	0	0	0
LIN - LINE LOCATE	0	1	0	0	0
MISC - VARIOUS	0	2	0	0	0
OC/CH - OCCUPANT CHANGE	1	0	0	0	0
RERED - REREAD	1	0	0	0	0
REPR - REPAIRS	0	1	0	0	0
TOTAL ALL CODES	4	6	0	0	0

Clyde Woods

From: Claudis Measles <randymeasles@gmail.com>
Sent: Monday, February 28, 2022 2:47 PM
To: Clyde Woods

r leak at TA.

2-1-22 looked for valve at TA with vac trailer.

2-2-22 went to Corsicana to pick up motor for digester. Got things ready for freezing weather. Cleared leaves from drainage on hillcrest.

2-7-22 picked up dead deer on hwy 84, put up stop sign that was knocked down at main and cotton, started getting things ready for digester to be put in, picked up limbs that fell around town, fixed flat on massey tractor.

2-8-22 put out asphalt, met with Becky about Mims creek digester motor,

2-9-22 cleaned up around green barn, put parking curbs around green barn, put frig and sink in green barn, used vac trailer to find sewer tap on steward. Filled in potholes made by vac trailer.

2-10-22. Put motor in digester at Mims creek, fixed potholes at Mims creek.

2-11-22 used vac trailer to fix water leak at the barn. Pushed up brush at the dump, met with Steve Daniels about culvert, fixed hole in front of opals daughters house, cleaned out vac trailer.

2-14-22 helped Bubba with water leak on forest street. Helped Bubba find valve by hospital. Cooper worked the dump.

2-15-22 fixed water leak on sunset

2-16-22 clean up mess at Mims creek.

2-17-22 put in culvert on steward, dug ditch on steward,

2-18-22 dug ditch on steward street, washed and greased backhoes.

2-22-22 dug ditch on steward

2-23-22 dug ditch on steward, dug ditch at primrose rv park.

2-24-22 put out salt at chamber, city hall, pd, and the green barn. Cleared drainages around Baptist church, cut limbs on lover's lane, cut limbs on collage street.

2-25-22 fixed road around ponds at Mims creek. Fixed potholes at city hall.

2-28-22 dug ditch on steward, Cooper watched the dump. Changed battery on jet machine. Sent from my iPhone

Monthly Report

Report Range: 02/01/2022 to 02/27/2022

DATA RANGE			
VEHICLE ID:	1	to	147
ACCT ID:	1	to	100

Transactions for Account: 1 W/WW

Date / Time	Seq #	Site	Island	Employee Name	Veh ID	Unq #	Class	Meter	Hours	Hose	Price	MPG	Quantity	Amount
02/01/2022 10:55:09	6366	1	1	Bubba Taylor	133		1	16510	0	1	\$1.000	0.0	18.900	\$18.90
02/02/2022 09:28:35	6370	1	1	David Brackens	135		1	121798	0	1	\$1.000	0.0	18.800	\$18.80
02/02/2022 09:36:45	6372	1	1	David Brackens	140		1	148614	0	1	\$1.000	0.0	16.500	\$16.50
02/03/2022 04:52:41	6375	1	1	Clyde Woods	130		1	11761	0	1	\$1.000	0.0	15.300	\$15.30
02/03/2022 13:43:19	6379	1	1	Randy Measles	138		1	98145	0	1	\$1.000	0.0	20.500	\$20.50
02/08/2022 07:22:15	6392	1	1	Bubba Taylor	133		1	16589	0	1	\$1.000	0.0	14.400	\$14.40
02/08/2022 11:11:55	6394	1	1	Clyde Woods	130		1	11830	0	1	\$1.000	0.0	9.200	\$9.20
02/09/2022 05:12:46	6395	1	1	David Brackens	135		1	112042	0	1	\$1.000	0.0	21.900	\$21.90
02/10/2022 05:10:41	6397	1	1	Collin Puckett	140		1	138834	0	1	\$1.000	0.0	29.900	\$29.90
02/10/2022 05:13:02	6398	1	1	Collin Puckett	138		1	98265	0	1	\$1.000	0.0	12.500	\$12.50
02/11/2022 05:40:26	6403	1	1	Collin Puckett	132		1	1	0	1	\$1.000	0.0	18.900	\$18.90
02/11/2022 07:08:33	6404	1	1	David Brackens	132		1	167752	0	1	\$1.000	0.0	2.200	\$2.20
02/11/2022 07:18:51	6405	1	1	David Brackens	132		1	167152	0	1	\$1.000	0.0	22.600	\$22.60
02/12/2022 13:17:06	6409	1	1	David Brackens	135		1	122285	0	1	\$1.000	0.0	22.900	\$22.90
02/12/2022 13:39:09	6410	1	1	Bubba Taylor	133		1	16746	0	1	\$1.000	0.0	17.900	\$17.90
02/15/2022 05:20:15	6415	1	1	Collin Puckett	138		1	98442	0	1	\$1.000	0.0	18.200	\$18.20
02/15/2022 05:45:02	6416	1	1	Clyde Woods	130		1	11918	0	1	\$1.000	0.0	9.700	\$9.70
02/19/2022 04:47:29	6431	1	1	Bubba Taylor	133		1	16881	0	1	\$1.000	0.0	14.500	\$14.50
02/19/2022 05:47:55	6432	1	1	Clyde Woods	130		1	12044	0	1	\$1.000	0.0	14.000	\$14.00
02/23/2022 05:15:22	6439	1	1	Bubba Taylor	138		1	98602	0	1	\$1.000	0.0	14.200	\$14.20
02/23/2022 08:12:33	6441	1	1	David Brackens	135		1	122730	0	1	\$1.000	0.0	21.800	\$21.80
02/24/2022 12:41:26	6447	1	1	Bubba Taylor	133		1	17005	0	1	\$1.000	0.0	14.000	\$14.00
02/25/2022 08:21:52	6449	1	1	Clyde Woods	130		1	12132	0	1	\$1.000	0.0	13.900	\$13.90
02/26/2022 05:12:02	6453	1	1	Collin Puckett	140		1	139071	0	1	\$1.000	0.0	26.900	\$26.90
02/26/2022 06:36:43	6454	1	1	David Brackens	135		1	122923	0	1	\$1.000	0.0	20.400	\$20.40
02/26/2022 06:50:47	6455	1	1	Bubba Taylor	138		1	98817	0	1	\$1.000	0.0	20.200	\$20.20
02/26/2022 07:25:40	6456	1	1	Bubba Taylor	133		1	17102	0	1	\$1.000	0.0	11.900	\$11.90
02/26/2022 11:31:17	6457	1	1	Collin Puckett	132		1	1	0	1	\$1.000	0.0	19.400	\$19.40
02/27/2022 06:56:00	6460	1	1	David Brackens	135		1	1234	0	1	\$1.000	0.0	21.700	\$21.70
Subtotals for Acct: 1 W/WW												0.0	503.200	\$503.20

Transaction Count

29

PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
UNLEADED	503.20	\$503.20
TOTAL	503.20	\$503.20

Monthly Report

Report Range: 02/01/2022 to 02/27/2022

DATA RANGE			
VEHICLE ID:	1	to	147
ACCT ID:	1	to	100

Transactions for Account: 2 Streets

Date / Time	Seq #	Site	Island	Employee Name	Veh ID	Unq #	Class	Meter	Hours	Hose	Price	MPG	Quantity	Amount
02/01/2022 13:14:16	6368	1	1	Randy Measles	146		1	10550	0	1	\$1.000	0.0	30.000	\$30.00
02/03/2022 05:31:47	6376	1	1	Collin Puckett	134		1	71905	0	1	\$1.000	0.0	35.900	\$35.90
02/04/2022 12:45:36	6381	1	1	Randy Measles	146		1	1234	0	1	\$1.000	0.0	17.300	\$17.30
02/06/2022 09:25:50	6386	1	1	Randy Measles	146		1	1234	0	1	\$1.000	0.0	16.400	\$16.40
02/10/2022 05:40:00	6399	1	1	Randy Measles	146		1	10780	0	1	\$1.000	0.0	50.000	\$50.00
02/12/2022 13:45:19	6411	1	1	Randy Measles	146		1	10846	0	1	\$1.000	0.0	14.600	\$14.60
02/15/2022 11:58:53	6417	1	1	Juan Rodriquez	131		1	94588	0	1	\$1.000	0.0	20.700	\$20.70
02/17/2022 07:32:30	6422	1	1	Randy Measles	134		1	70606	0	1	\$1.000	0.0	28.600	\$28.60
02/23/2022 05:31:03	6440	1	1	Randy Measles	146		1	10900	0	1	\$1.000	0.0	47.300	\$47.30
02/25/2022 11:13:42	6451	1	1	Randy Measles	134		1	70723	0	1	\$1.000	0.0	30.000	\$30.00
Subtotals for Acct: 2 Streets												0.0	290.800	\$290.80

Transaction Count

10

PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
UNLEADED	290.80	\$290.80
TOTAL	290.80	\$290.80

Monthly Report

Report Range: 02/01/2022 to 02/27/2022

DATA RANGE			
VEHICLE ID:	1	to	147
ACCT ID:	1	to	100

Transactions for Account: 3 TDJC

Date / Time	Seq #	Site	Island	Employee Name	Veh ID	Unq #	Class	Meter	Hours	Hose	Price	MPG	Quantity	Amount
02/01/2022 12:54:47	6367	1	1	Vic Rutherford	141		1	53382	0	1	\$1.000	0.0	21.900	\$21.90
02/08/2022 09:40:40	6393	1	1	Vic Rutherford	141		1	5	0	1	\$1.000	0.0	23.400	\$23.40
02/23/2022 09:05:53	6442	1	1	Vic Rutherford	141		1	53976	0	1	\$1.000	0.0	25.500	\$25.50
Subtotals for Acct: 3 TDJC												0.0	70.800	\$70.80

Transaction Count 3

PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
UNLEADED	70.80	\$70.80
TOTAL	70.80	\$70.80

Monthly Report

Report Range: 02/01/2022 to 02/27/2022

DATA RANGE			
VEHICLE ID:	1	to	147
ACCT ID:	1	to	100

Transactions for Account: 4 Parks

Date / Time	Seq #	Site	Island	Employee Name	Veh ID	Unq #	Class	Meter	Hours	Hose	Price	MPG	Quantity	Amount
02/02/2022 09:32:59	6371	1	1	Juan Rodriquez	139		1	124937	0	1	\$1.000	0.0	21.600	\$21.60
02/03/2022 13:37:48	6378	1	1	Jerry Hughes	137		1	30353	0	1	\$1.000	0.0	13.600	\$13.60
02/10/2022 09:30:51	6400	1	1	Juan Rodriquez	139		1	125045	0	1	\$1.000	0.0	18.700	\$18.70
02/11/2022 05:16:32	6402	1	1	Jerry Hughes	137		1	30431	0	1	\$1.000	0.0	14.300	\$14.30
02/17/2022 11:59:47	6423	1	1	Rodger Reeves	147		1	78948	0	1	\$1.000	0.0	15.400	\$15.40
02/17/2022 12:16:47	6425	1	1	Jerry Hughes	137		1	30518	0	1	\$1.000	0.0	12.700	\$12.70
02/19/2022 08:48:22	6433	1	1	Juan Rodriquez	139		1	1234	0	1	\$1.000	0.0	6.800	\$6.80
02/19/2022 09:07:32	6434	1	1	Juan Rodriquez	139		1	1234	0	1	\$1.000	0.0	9.400	\$9.40
02/24/2022 05:12:26	6445	1	1	Juan Rodriquez	139		1	1225215	0	1	\$1.000	0.0	20.400	\$20.40
02/24/2022 05:15:49	6446	1	1	Jerry Hughes	137		1	30568	0	1	\$1.000	0.0	9.500	\$9.50
02/25/2022 12:48:11	6452	1	1	Jerry Hughes	137		1	30645	0	1	\$1.000	0.0	9.600	\$9.60
Subtotals for Acct: 4 Parks												0.0	152.000	\$152.00

Transaction Count

11

PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
UNLEADED	152.00	\$152.00
TOTAL	152.00	\$152.00

Monthly Report

Report Range: 02/01/2022 to 02/27/2022

DATA RANGE			
VEHICLE ID:	1	to	147
ACCT ID:	1	to	100

Transactions for Account: 100 Police

Date / Time	Seq #	Site	Island	Employee Name	Veh ID	Unq #	Class	Meter	Hours	Hose	Price	MPG	Quantity	Amount
02/02/2022 04:27:19	6369	1	1	Officer Markham	8		1	82548	0	1	\$1.000	0.0	10.000	\$10.00
02/02/2022 11:27:47	6373	1	1	Randy Measles	1		1	70390	0	1	\$1.000	0.0	30.000	\$30.00
02/02/2022 19:41:52	6374	1	1	Officer Alexander	11		1	11258	0	1	\$1.000	0.0	16.900	\$16.90
02/03/2022 11:20:32	6377	1	1	Sgt. Utsey	2		1	43715	0	1	\$1.000	0.0	21.400	\$21.40
02/03/2022 20:14:17	6380	1	1	Officer Frasier	6		1	81072	0	1	\$1.000	0.0	11.100	\$11.10
02/05/2022 02:41:37	6382	1	1	Officer Frasier	6		1	81717	0	1	\$1.000	0.0	9.800	\$9.80
02/06/2022 02:22:25	6383	1	1	Officer Orms	10		1	103966	0	1	\$1.000	999.9	20.500	\$20.50
02/06/2022 04:45:04	6384	1	1	Officer Markham	2		1	3	0	1	\$1.000	0.0	16.900	\$16.90
02/06/2022 04:49:50	6385	1	1	Officer Markham	8		1	82633	0	1	\$1.000	0.0	10.300	\$10.30
02/07/2022 14:59:45	6387	1	1	Officer Markham	9		1	9397	0	1	\$1.000	0.0	8.500	\$8.50
02/07/2022 15:08:23	6388	1	1	Officer Markham	8		1	82717	0	1	\$1.000	0.0	0.700	\$0.70
02/07/2022 15:11:03	6389	1	1	Officer Markham	8		1	82717	0	1	\$1.000	0.0	8.100	\$8.10
02/07/2022 19:10:54	6390	1	1	Officer Weinmann	7		1	73955	0	1	\$1.000	0.0	11.900	\$11.90
02/08/2022 06:08:57	6391	1	1	Officer Alexander	11		1	11409	0	1	\$1.000	0.0	17.400	\$17.40
02/10/2022 00:49:27	6396	1	1	Officer Frasier	6		1	81286	0	1	\$1.000	0.0	9.700	\$9.70
02/11/2022 00:38:53	6401	1	1	Officer Orms	10		1	11141	0	1	\$1.000	0.0	20.200	\$20.20
02/11/2022 11:57:44	6406	1	1	Officer Markham	9		1	9451	0	1	\$1.000	0.0	11.800	\$11.80
02/11/2022 22:55:38	6407	1	1	Officer Weinmann	7		1	74066	0	1	\$1.000	0.0	13.300	\$13.30
02/12/2022 11:12:52	6408	1	1	Officer Alexander	11		1	111567	0	1	\$1.000	0.0	18.400	\$18.40
02/12/2022 21:47:40	6412	1	1	Officer Frasier	8		1	82803	0	1	\$1.000	0.0	11.300	\$11.30
02/13/2022 17:28:53	6413	1	1	Officer Frasier	6		1	81416	0	1	\$1.000	0.0	11.600	\$11.60
02/15/2022 01:28:23	6414	1	1	Officer Frasier	6		1	81541	0	1	\$1.000	0.0	10.400	\$10.40
02/16/2022 04:35:11	6418	1	1	Officer Markham	9		1	9675	0	1	\$1.000	0.0	16.500	\$16.50
02/17/2022 12:06:25	6424	1	1	Chief Bulger	1		1	43191	0	1	\$1.000	0.0	21.200	\$21.20
02/17/2022 13:19:56	6426	1	1	Officer Alexander	11		1	11701	0	1	\$1.000	0.0	16.700	\$16.70
02/17/2022 17:30:35	6427	1	1	Officer Frasier	8		1	82922	0	1	\$1.000	0.0	12.500	\$12.50
02/18/2022 10:11:27	6428	1	1	Bubba Taylor	2		1	43188	0	1	\$1.000	0.0	22.900	\$22.90
02/18/2022 17:53:10	6429	1	1	Officer Frasier	6		1	81663	0	1	\$1.000	0.0	10.700	\$10.70
02/18/2022 23:50:20	6430	1	1	Officer Frasier	8		1	83035	0	1	\$1.000	0.0	11.900	\$11.90
02/19/2022 16:54:34	6435	1	1	Officer Orms	10		1	11270	0	1	\$1.000	0.0	17.600	\$17.60
02/19/2022 19:33:11	6436	1	1	Officer Weinmann	7		1	74176	0	1	\$1.000	0.0	12.000	\$12.00
02/20/2022 15:08:10	6437	1	1	Officer Markham	9		1	9761	0	1	\$1.000	0.0	13.000	\$13.00
02/23/2022 02:19:28	6438	1	1	Officer Frasier	6		1	81795	0	1	\$1.000	0.0	11.200	\$11.20
02/23/2022 16:15:10	6443	1	1	Officer Markham	9		1	9971	0	1	\$1.000	0.0	18.300	\$18.30
02/23/2022 23:34:56	6444	1	1	Officer Frasier	8		1	831039	0	1	\$1.000	999.9	11.700	\$11.70
02/24/2022 16:17:16	6448	1	1	Officer Orms	10		1	11435	0	1	\$1.000	0.0	22.100	\$22.10
02/25/2022 10:25:09	6450	1	1	Officer Weinmann	7		1	74268	0	1	\$1.000	0.0	13.000	\$13.00
02/26/2022 15:57:29	6458	1	1	Officer Alexander	11		1	11850	0	1	\$1.000	0.0	21.100	\$21.10
02/27/2022 01:53:58	6459	1	1	Officer Frasier	8		1	83171	0	1	\$1.000	0.0	16.900	\$16.90

Monthly Report

Report Range: 02/01/2022 to 02/27/2022

DATA RANGE			
VEHICLE ID:	1	to	147
ACCT ID:	1	to	100

Subtotals for Acct: 100 Police

51.3 569.500 \$569.50

Transaction Count 39

PRODUCT SUBTOTALS	TOTAL QUANTITY	TOTAL AMOUNT
UNLEADED	569.50	\$569.50
TOTAL	569.50	\$569.50

Monthly Report

Report Range: 02/01/2022 to 02/27/2022

DATA RANGE			
VEHICLE ID:	1	to	147
ACCT ID:	1	to	100

Report Totals:

Total transactions	92	Average MPG	21.74
Total Quantity	1,586.30	Total Amount	\$1,586.30

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

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

Turned water back on to main lines into park from after the hard freeze

Started turning water back on to bathrooms and fixing what was broken from the freeze

Worked on pig wash all the water lines were broken and had some broken water faucets

Fixed many other water lines throughout the park, still waiting on parts to fix the bathrooms inside the rodeo arena

Cleaning up the best we can around the green barn, the contractors are still working on the building so there's only so much we can clean

Put a meter lid on the water valve shut off for green barn

Cleaned Matts that go to the green barn and dust mops, just trying to get things back together for the green barn

Organized the tables and chairs that are still good inside the green barn

Started trimming rose bushes everywhere we have them

Went to city hall and got key for telephone hill to bring the flags for the council meeting

Got with Clyde on the green barn throughout the month

Ordered some lights for the pavilion, the old ones are literally falling apart and are going to get someone hurt

Kyle and Cooper came out and helped cleaning up around the green barn before voting started

Wednesday afternoon Clyde Erin James Randy and myself brought the new fridge and kitchen sink in the green barn and set it up

Got everything we could pick up and put away for now in the green barn, Wilson janitorial came and cleaned the building

We put Matts down outside the green barn and brought all the long tables we had back inside the green barn from storage, we put out toilet paper and hand towels and trash cans and soap in the bathrooms

We are also waiting on northland cable to hook the internet back up

Went and got a couple extra keys made for the green barn

Sprayed around the square city hall old city hall and the fire station

Worked on cleaning hopefully the last of the leaves out of the pig pens and around the show arena, also cleaned out the pig wash bay and the cattle wash bay. Then got the mower and mulched up all the leaves

Turned the water back on to the hog wash and made sure that all worked and let it run water for a bit to ensure the drainage was flowing right and the same to the cattle wash, so far all good

Sprayed around park in different places

Got with the ladies over the voting and they have my number if they need anything else while there here.

Worked some on the Christmas stars inside work been raining and the little small zip ties that hold it all together are beginning to fall apart so we are adding new ones to it to keep them in shape.

Changed blades on gravely mower and the scag mower

Changed the oil in the Toro and in the gravely, will have to go to buffalo to get the stuff for the scag, but so far we are doing ok, but we will need to budget for another new mower next year.

Got some of the lights in to replace under the new pavilion, the lights that are under there now are literally falling apart and are in need of this upgrade

We have another old light that's flashing on the walking trail (it's been there for some years, we have got are money's worth for sure). Will have to order a new one and wait till we have the lift to fix the rodeo lights too

Got with Juan and made sure the lights I ordered that came in for the pavilion were the right ones and also got him to find out the price for the stuff to fix the arena lights and went ahead and ordered that as well, I already have bulbs for now on that particular light

Jumped Ms. Opals car off, then had to take the dead battery off and exchange it at parker auto, the battery was under warranty still so it was free, came back and put the new one back on and took it and filled it up with gas. She should be good to go for now.

Changed out bulbs in the PD in the woman's bathroom

Changed out several bulbs under the 2nd old pavilion

Trimmed the roses up around the square and by the barn stop

Got everything around the show arena cleaned up and lights on and trash cans out for an event on Saturday Feb. 19th, Teague young farmers swine show

Pulled a tree down that broke in half over by the basketball court and then cut it all up

Picked up trashcans and turned the lights off from the event this past weekend

Went to city hall and got with Erin and ordered parts for the urinals in the park

Went to the yard and picked up the ballast kit that goes to the rodeo arena light, called Juan to verify it was the right one

Called dealers electric and got with David on ordering more lights for the pavilion they will be coming in shortly

Talked with Brenda on when we are going to need a man-lift to change out banners and then I'm going to try and utilize the lift that same week, per the weather and have Juan change out these lights and fix the rodeo lights and another one on the walking trail.

Turned all the water off except to the two bathrooms Tuesday evening

Turned the water off and put fluids in the toilets on the kiddy bathroom and walking trail bathroom Wednesday evening

Turned the water off every day since Wednesday to the green barn at 4 o'clock

We had a urinal get stuck and the water ran out of it for a little while and flooded all 3 bathrooms and in the kitchen inside the green barn

Helped shut off and lock meters in Westwood and helped turn them back on as people paid their bills

Clyde asked me to fix the flag and make it work at city hall

Got the backhoe and dump trailer and finished cutting and cleaning up a tree that had fell this week and went around to pick up what all we could that had fallen around the park

Helped James put out eagle flags down 84

Changed the trash on Friday around park to be ready for the weekend

Turned the water off to the green barn

Checked with the ladies doing the early voting to make sure they were ok

Over all maintaining the park

FAIRFIELD POLICE DEPARTMENT

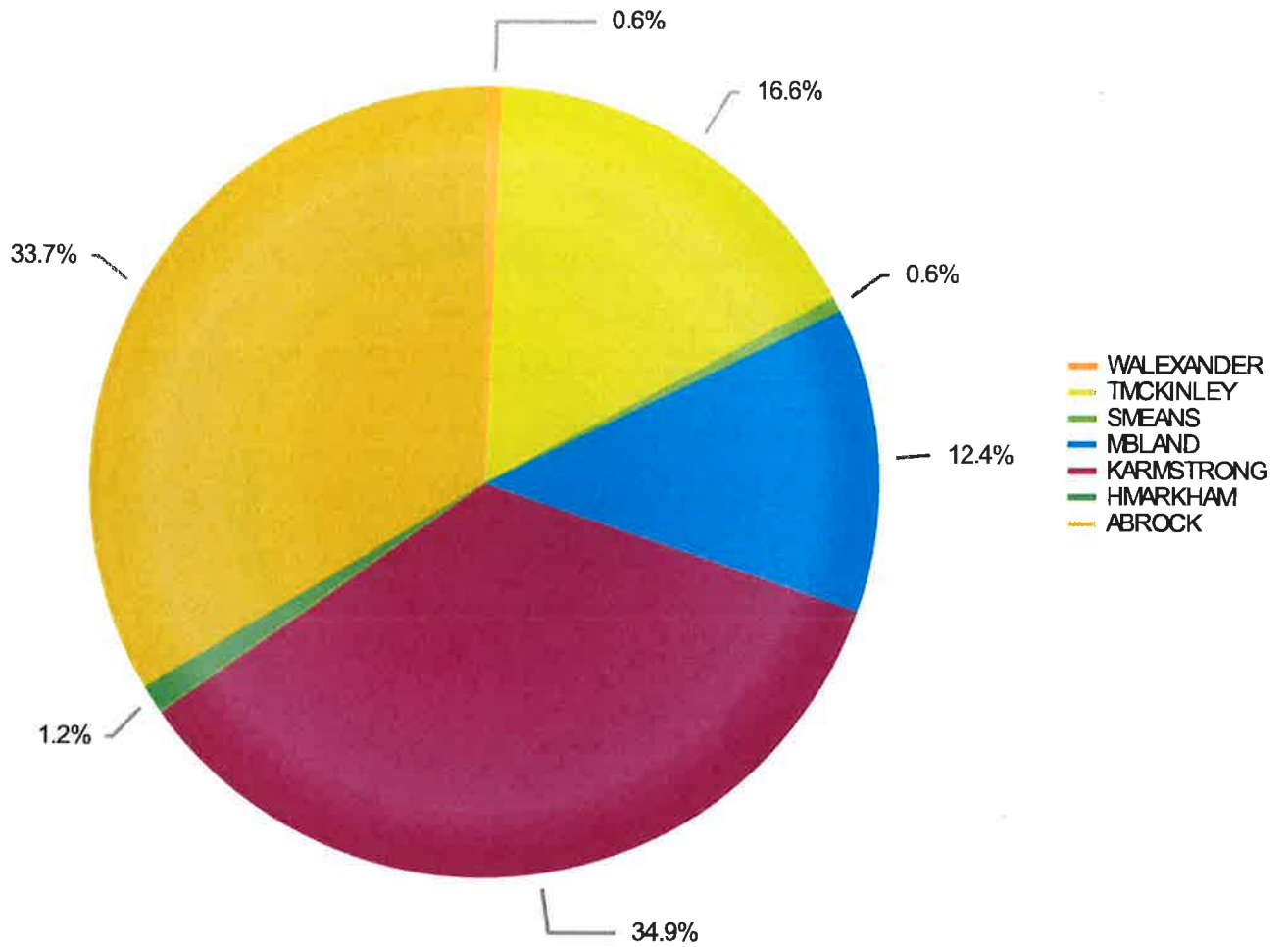
CALL VOLUME LOG 2022

February	Mnthly Ttls	Daily Avg
911 TRANSFER CALLS	13	0.419354839
PD DIRECT EMERGENCY CALLS	17	0.548387097
NON-EMERGENCY CALLS FOR SERVICE	86	2.774193548
911 HANGUP/ABANDON CALLS	1	0.032258065
PD CALLS TAKEN BY SO	6	0.193548387
SO CALLS TAKEN BY PD	27	0.870967742
PD CALLS TO ASSIST FCSO	3	0.096774194
MISC CALLS	384	12.38709677
ANIMAL CONTROL CALLS	4	0.129032258
PUBLIC WORKS CALLS	7	0.225806452

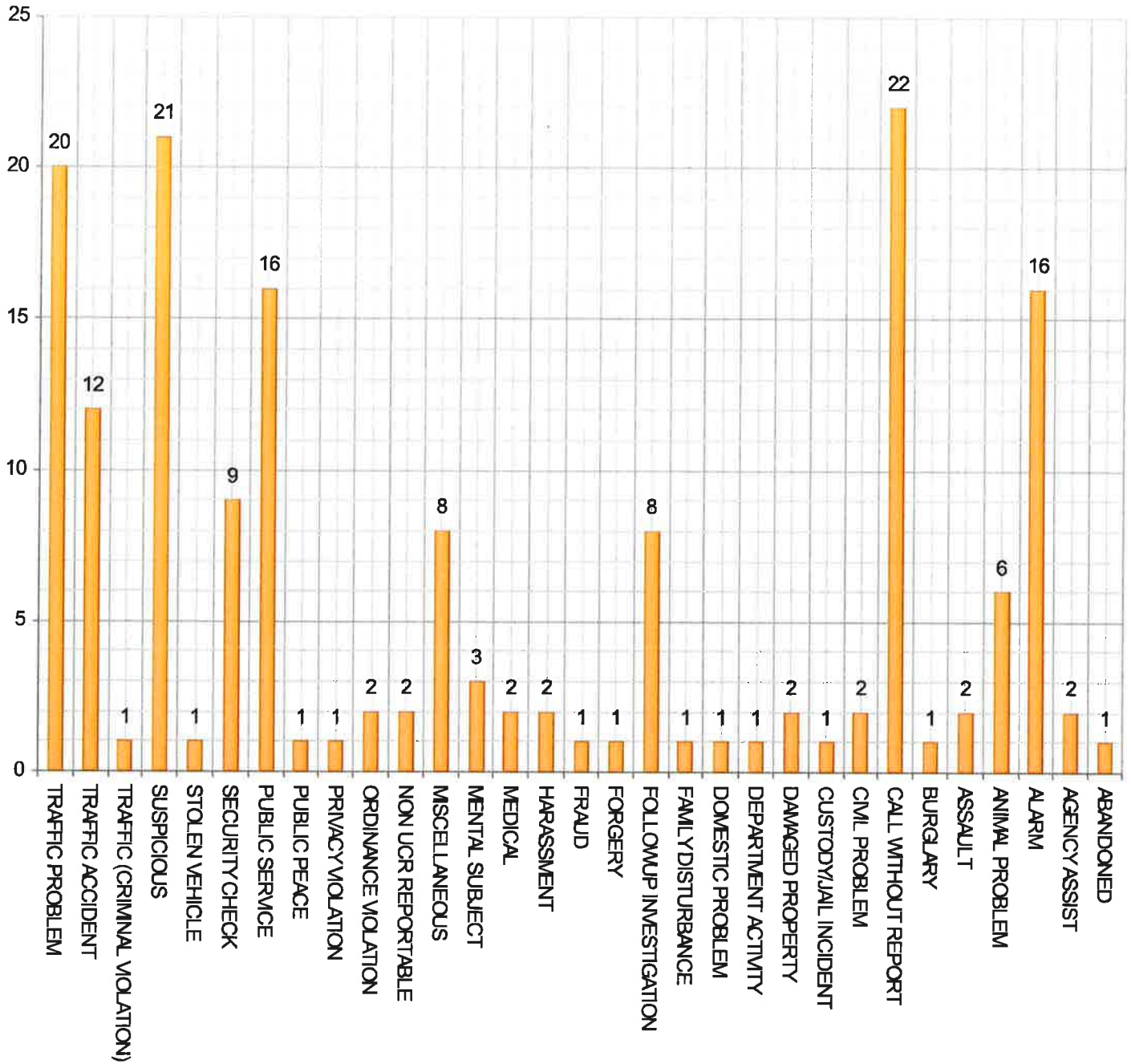
2022 PD Monthly Call Volume Log

2022	911 Transfers	Direct Emergency Calls for Service	Direct Non-Emergency Calls for Service	911 Hang-up/Abandon calls	PD Calls Taken by SO	SO Calls Taken by PD	PD Calls to Assist Other Agencies	PD Direct Misc Calls	Animal Control	Public Works	Total Calls for the Month	Average Calls Per Day
January	10	16	54	3	13	38	1	268	17	7	427	42.70
February	13	17	86	1	6	27	3	384	4	7	548	54.8
March											0	#DIV/0!
April											0	#DIV/0!
May											0	#DIV/0!
June											0	#DIV/0!
July											0	#DIV/0!
August											0	#DIV/0!
September											0	#DIV/0!
October											0	#DIV/0!
November											0	#DIV/0!
December											0	#DIV/0!
Yearly Totals	23	13	140	4	19	65	4	652	21	14	975	97.5

FEBRUARY OFFICER 2022



FEBRUARY INCIDENT 2022



OFFICE OF COURT ADMINISTRATION

TEXAS JUDICIAL COUNCIL



OFFICIAL MUNICIPAL COURT MONTHLY REPORT

Month February

Year 2022

Municipal Court for the City FAIRFIELD MUNICIPAL COURT

Presiding Judge

If new, date assumed office

Court Mailing Address 222 S MOUNT ST

City FAIRFIELD

, TX Zip 7-5840

Phone Number (903) 389-2337

Fax Number

Courts Public Email

Court's Website

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

Prepared by

Date Feb 7, 2022

Phone Number (903) 389-2337

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

OFFICE OF COURT ADMINISTRATION

P O BOX 12066

AUSTIN, TX

78711-2066

PHONE: (512) 463-1625

FAX: (512) 936-2423

CRIMINAL SECTION

City of FAIRFIELD MUNICIPAL COURT

Month February Year 2022

	Traffic Misdemeanors			Non-Traffic Misdemeanors		
	Non-Parking	Parking	City Ordinance	Penal Code	Other State Law	City Ordinance
1. Total Cases Pending First of Month:	1,358	96	0	1	1,144	56
a. Active Cases	696	67	0	1	568	54
b. Inactive Cases	662	29	0	0	576	2
2. New Cases Filed	7	2	0	0	3	1
3. Cases Reactivated	6	0	0	0	1	0
4. All Other Cases Added	0	0	0	0	0	0
5. Total Cases on Docket	709	69	0	1	572	55
6. Dispositions Prior to Court Appearance or Trial						
a. Uncontested Dispositions	9	0	0	0	1	0
b. Dismissed by Prosecution	0	0	0	0	0	0
7. Dispositions at Trial:						
a: Convictions						
1) <i>Guilty Plea or Nolo Contendere</i>	1	0	0	0	0	0
2) <i>By the Court</i>	0	0	0	0	0	0
3) <i>By the Jury</i>	0	0	0	0	0	0
b: Acquittals:						
1) <i>By the Court</i>	0	0	0	0	0	0
2) <i>By the Jury</i>	0	0	0	0	0	0
c. Dismissed by Prosecution	0	0	0	0	0	0
8. Compliance Dismissals:						
a: After Driver Safety Course	6					
b: After Deferred Disposition	1	0	0	0	0	0
c: After Teen Court	0	0	0	0	0	0
d: After Tobacco Awareness Course					0	
e: After Treatment for Chemical Dependency				0	0	
f: After Proof of Financial Responsibility	0					
g: All Other Transportation Code Dismissals	0	0	0	0	0	0
9. All Other Dispositions	2	0	0	0	0	0
10. Total Cases Disposed	19	0	0	0	1	0
11. Cases Placed On Inactive Status	1	0	0	0	1	0
12. Total Cases Pending End of Month:	1,346	98	0	1	1,146	57
a: Active Cases	689	69	0	1	570	55
b: Inactive Cases	657	29	0	0	576	2
13. Show Cause Hearings Held	0	0	0	0	0	0
14. Cases Appealed:						
a: After Trial	0	0	0	0	0	0
b: Without Trial	0	0	0	0	0	0

JUVENILE / MINOR ACTIVITY

Court FAIRFIELD MUNICIPAL COURT	TOTAL
Month February Year 2022	
1. Transportation Code Cases Filed	0
2. Non-Driving Alcoholic Beverage Code Cases Filed	0
3. Driving Under the Influence of Alcohol Cases Filed	0
4. Drug Paraphernalia Cases Filed	0
5. Tobacco Cases Filed	0
6. Failure to Attend School Cases Filed	0
7. Education Code (Except Failure to Attend) Cases Filed	0
8. Violation of Local Daytime Curfew Ordinance Cases Filed	0
9. All Other Non-Traffic Fine-Only Filed	0
10. Transfer to Juvenile Court: a. Mandatory Transfer	0
b. Discretionary Transfer	0
11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)	0
12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)	0
13. Juvenile Statement Magistrate Warning: a. Warnings Administered	0
b. Statements	0
14. Detention Hearings Held	0
15. Orders for Non-Secure Custody Issued	0
16. Parent Contributing to Nonattendance Cases Filed	0

ADDITIONAL ACTIVITY

Court FAIRFIELD MUNICIPAL COURT	Number Given	Number Requests For Counsel
Month February Year 2022		
1. Magistrate Warnings:		
a. Class C Misdemeanors	0	
b. Class A and B Misdemeanors	0	
c. Felonies	0	
		TOTAL
2. Arrest Warrants Issued:		
a. Class C Misdemeanors		2
b. Class A and B Misdemeanors		0
c. Felonies		0
3. Capiases Pro Fine Issued		0
4. Search Warrants Issued		0
5. Warrants for Fire, Health and Code Inspections Filed		0
6. Examining Trials Conducted		0
7. Emergency Mental Health Hearings Held		0
8. Magistrate's Orders for Emergency Protection Issued		0
9. Magistrate's Orders for Ignition Interlock Device Issued		0
10. All Other Magistrate's Orders Issued Requiring Conditions for Release on Bond		0
11. Driver's License Denial, Revocation or Suspension Hearings Held		0
12. Disposition of Stolen Property Hearings Held		0
13. Peace Bond Hearings Held		0
14. Cases in Which Fine and Court Costs Satisfied by Community Service:		
a. Partial Satisfaction		0
b. Full Satisfaction		1
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit		2
16. Cases in Which Fine and Court Costs Waived for Indigency		0
17. Amount of Fines and Court Costs Waived for Indigency		\$0.00
18. Fines, Court Costs and Other Amounts Collected:		
a. Kept by City		\$2,640.03
b. Remitted to State		\$2,039.97
c. Total		\$4,680.00

Payments received from Feb 1, 2022 through Feb 28, 2022

Totals By Cost

Cost Description	Amount
LTF	39.34
LTPF	96.19
MCBS	94.28
MCTF	76.97
SCF	1.93
SCF	1193.02
ADMIN FEE	50.00
ARREST FEE	10.00
DEF BOND ACCT	224.00
COLLECTION FEE	294.00
CCC-1123	80.00
CHILD-SCH-0116	30.52
TECH FUND	3.00
DPS FTA/PAY FEE	30.00
FINE - NT	0.00
FINE - TRAFFIC	1675.90
IDF	2.00
JUDICIAL FUND	10.00
JURY FEE	8.00
State Moving	0.10
OMNIBASE	90.00
STATE TRAF FEE	60.00
STF 50	654.86
TRUANCY PREVENT	2.00
TP FEE - 0126-7	0.00
TFC	6.00
WARRANT FEE	241.89
Total Amount	\$4974.00

REVENUE GROUPS

tech fund	0.00
mctf	0.00

Totals By G/L Number

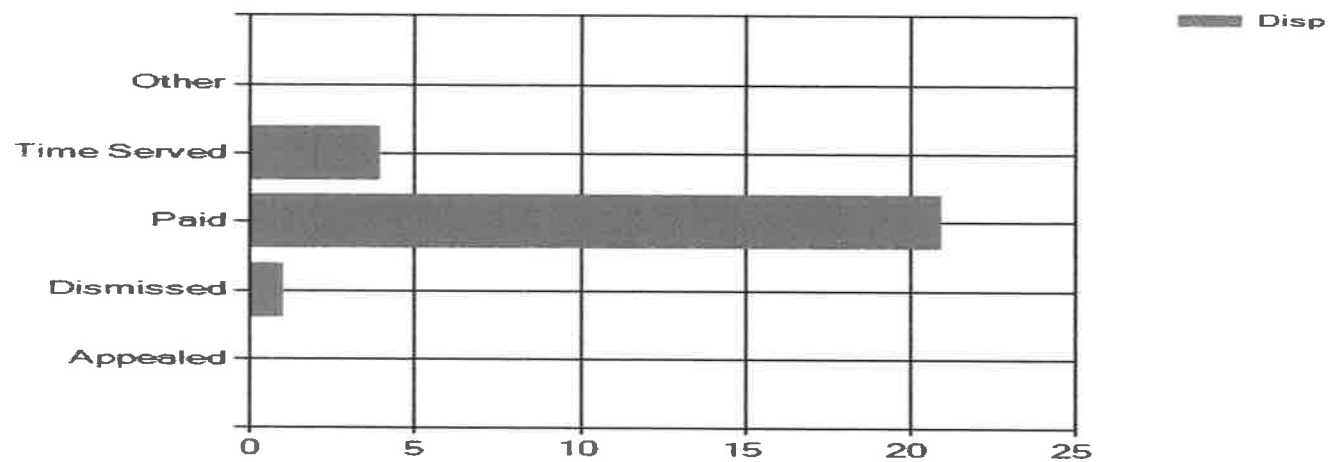
Account Number	Amount
00010141290000	1551.73
111913073	2804.27
11000000000000	224.00
00000000000001	384.00
111313073	0.00
Total Amount	\$4974.00

Amount of Bond Transferred To Payment

Total Deposit	\$4,974.00
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FAIRFIELD MUNICIPAL COURT

Cases Disposed From Feb 1, 2022 through Feb 28, 2022



Disposition Method	Number
Appealed	0
Dismissed	2
Paid	17
Time Served	1
Other	0
Total Dispositions	20



February 2022 MVBA Collection Report

Defendant Amount Paid	Collections Fee	Total Kept by City
\$1,274.00	\$294.00	= \$980.00

4 Defendants Paid in Full

Donna Bulger, Court Clerk

Fairfield ⁴⁵TEXAS ECONOMIC DEVELOPMENT



President's Report for the Fairfield City Council As of March 2, 2022

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

President's Report

March 2, 2022

- 1) Happy Texas Independence Day to everyone!
- 2) EDA Grant Update: On February 22, 2022, Bob Thurber, and Angie Sanchez from KSA Engineering came to Fairfield to review the plans that they will submit to EDA for final approval. They also came to discuss the estimated schedule of the project going forward. There will be some right of way acquisition from private landowners that have some property located in the existing roadway that will be necessary for the EDC to obtain. After the completion of this, KSA is hopeful they can submit the final design to the EDA for approval mid to late March.
- 3) Industrial Park South Signage: I have received the signs that was previously discussed that highlight the acreage amounts of our tracts in the park. We have two, 5-acre signs, two 20-acre signs and one 31-acre sign. We also have small signs that say 12 "water, 8" sewer, 6" natural gas and 3-Phase Power as well. These highlight the tracts and the utilities available especially for our drive by guests that come unannounced.
- 4) Retail Coach Update: Nate Smith and I have talked with Aaron Farmer with the Retail Coach a second time and Aaron has sent a proposal to the FEDC for a Retail Recruitment and Development Strategy outlining the scope of services that Retail Coach would be willing to assist us with which would include marketing and branding, identifying retailers and developers and recruitment of those retailers and developers. Nate and I will be revisiting the information soon and will consider bringing the project to the EDC board and City Council for approval.
- 5) Project Travel (TA) Update: The TA is having the fuel tanks installed and construction is continually moving. The Whataburger construction team arrived on Tuesday, March 1, 2022, and their goal is to have the Whataburger restaurant operational in 49 days. The new TA manager, Hunter Etheredge, is coming to Fairfield on Thursday, March 3, 2022, for a couple of days. He will be interviewing manager employees. I have introduced him to the Brenda at the Chamber, and he will be using their back conference room to conduct interviews. I also have connected him with Jose Palacios with HOT Workforce for workforce services to assist with additional new hires.
- 6) Project Neat Update: I spoke with Eric Weston, logistics manager for Neat Companies this morning and they project opening of the warehouse in 2 to 3 weeks. The new warehouse manager, Brian Darden, is coming to our office at 2:00 pm today for an introduction and I will be assisting him on placement of a new hiring banner near I-45.
- 7) Podcast Update: Dave Quinn with Texas Economic Development Connection came to Fairfield on Monday, February 28, 2022, and completed the podcast with Stacy Dodd at the Service Truck Depot. The podcast went great, and it will be released soon. Big shout out to Brenda Pate with the Chamber of Commerce. She provided a gift bag for Dave and it was very much appreciated by him and by myself.
- 8) Fairfield Ace Hardware (Hughes) is expanding their store. According to Jason Hughes and social media posts the work will last 4 to 5 months and they will be adding 2500 new items, re-merchandising and adding new product lines. We are glad they have been successful, and this will increase sales tax in the City of Fairfield.
- 9) There is a new business venture now in Fairfield. Blue Sky Window Cleaning is open and doing a fantastic job of filling a needed business in the community. Brenda and Jason Pate are the owner and operators and will do an excellent job on your commercial windows in the greater Fairfield area.
- 10) Next meeting date is April 6, 2022.

CITY/CHAMBER/TOURISM UPDATE

Feb-March 2022

Marketing and Tourism

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

Marketed local businesses, organizations events and activities.

Visitor Center Improvement completed.

Roger will be taking the Winter banners down and putting out Spring banners .

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

Lucky Local Contest- Supporting all local businesses.

Preparing to send out post cards with parade info for the County Fair

Events and Activities

January 27 – Chamber Annual Award Banquet was amazing. We were so excited about our award winners and feel each one was well deserved.

February 12 -Valentine Cheers and Chocolate- Sip, Snack, Shop (evening shopping promotion) we had a great time in our community and businesses reported having a wonderful turn out that evening.

February 15 -Uplight Digital Marketing Social Media Series- 10 months program which will be held on the 3rd Tuesday of each month. A new social media platform will be introduced at each class. Next class is March 15.

March 1-31, Lucky to have Local promo is underway. Shoppers can text their receipts to be entered into our prize giveaway.

In the Works

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

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

April 29-May 1- Disc Dog, (March 11 Disc Dog Organization will perform at schools in Fairfield) the plan is to generate excitement about the upcoming tournament. They have been in contact with the Freestone Go Texan Group. They will work together to make sure everything goes smoothly at the fair grounds

that weekend. They Disc Dog organization does have 15 rooms blocked out at La Quinta for that weekend.

May 7- Lemonade Day Fairfield, support the youth entrepreneurs in our community as they start their own business

May 6-8- Disc Golf Tournament

June- Business Afterhours

June 25- Chamber Golf Tournament/Fundraiser

June 15- Tea with Miss Texas

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

Chamber and Visitors Center

Feb. Member of the Month- Freestone Co. Title Co.

Feb. 23- Chamber Board Meeting

April 4, next quarterly Ambassador Meeting

New Members- Junkin Gypsie, Swain Realty, Blue Sky Window Cleaning, All things Arty, Blacklidge Emulsions LLC, Charlie Pickett 4P Jewelry.

Ribbon Cuttings- Junkin Gypsie,



MARCH 2022



THE FAIRFIELD CHAMBER OF COMMERCE & VISITOR

St Patrick's Day
March 17th



CENTER

**BUSINESS
OF THE
MONTH**



Freestone Credit Union

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

**pay it
forward** day



April 28th

April 22nd



Need ideas for

Earth Day?

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



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

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



Keeping it local
LUCKY TO HAVE LOCAL

Presented by:
The Fairfield Chamber of Commerce

SPEND LOCAL & YOU COULD WIN!

It's Easy

March 1 to March 31, 2022
Dine in, purchase carry-out or patronize participating restaurants, shops, local retailers and businesses. The submit for a **LUCKY** chance to WIN!

Drop off receipt at Fairfield Chamber of Commerce
900 W Commerce St or
Text a copy to
803-389-5793 or 903-876-3823
by March 31st.

*On April 1st, we will draw and announce the winners!
Winners will also be notified by phone!

**3 Winners
Prizes
Valued at \$100 each**

Extra Chance to WIN!

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

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

#LOVINLUCKYFFTXCHAMBER

For more information, contact
The Fairfield Chamber of Commerce
903-389-5793
chamber@fairfieldtx.com

Egg Hunt 10:15 am
Candy Hunt for all ages

5 Bunny Run

The City of Fairfield presents

2022 EASTER EGGSTRAVAGANZA

Stop on over to the Courthouse with your Easter basket for lots of goodies!

118 E Commerce St Fairfield, Tx

April 16

10:00am/12:00pm

Freestone County Courthouse

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

SPONSORED BY THE CITY OF FAIRFIELD,
FAIRFIELD CHAMBER OF COMMERCE
LOCAL BUSINESSES, ORGANIZATIONS, AND HOME OWNERS



SAVE THE DATE
Mimosa Morning
April 16th 10am - 1pm

At participating locations:

Accessories, Etc...
Dessert By MommaCakes
Armadillo Emporium
Brenda's Closet
Pack N Mail
Hape & Co
Tatiana's Art
Country Kutter
Tailhook Bay

More details coming soon!

Lemonade Day!

FAIRFIELD

May 7, 2022

What is Lemonade Day?

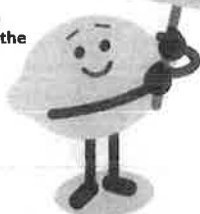
Lemonade Day is a experiential, educational program, free to children, that teaches them how to start a business and then provides them with an opportunity to run their business in highly profitable locations throughout the city and make their own money.

BUILDING THE
FUTURE
STIRRING UP
SUCCESS

SAVE THE DATE

SPRING FORWARD SHOP LOCAL.

REGISTER
NOW



Lemonade
Day!
FAIRFIELD



THANK YOU TO OUR
SPONSORS WHO
MADE OUR EVENT
POSSIBLE!

MAIN SQUEEZE SPONSORS

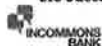


Freestone
MEDICAL CENTER



PREMIER
REALTY

BIG SQUEEZE SPONSORS



SWEET SQUEEZE SPONSORS



FRESH SQUEEZE SPONSORS

Robert &
Gandra McAdams



FAIRFIELD ISD EDUCATION FOUNDATION 5TH ANNUAL GALA

A World Premier **ELVIS** Tribute

April 1st
\$65 Per Person
\$650 Per Table
\$1000 VIP Table



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

Thank you to
our Sponsors

Freestone
COMMUNITY NATIONAL
BANK & TRUST OF TEXAS



4P Jewelry

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

Upcoming Events

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

LEMONADE TASTE TESTING CONTEST

Drop off your
Lemonade Samples at the
Lemonade Day Tent
at The Freestone County
Courthouse

Saturday, April 16th 10am to 12pm

Instructions:
Place your lemonade in a sealed container. (Box)
Please place a label on your container with your
name, phone #, your name, and name of your
lemonade. Drop Lemonade off at The Freestone
County Courthouse.

Contact us at 903-369-5792 if you have any questions!



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

AGENDA DATE:	March 8, 2022	AGENDA ITEM	Grant Agreement for Water Tower Project
AGENDA SUBJECT:	Discussion and possible action on authorizing the Mayor to sign a Grant Agreement with the Texas Department of Agriculture for a Texas Community Development Block Grant.		
PREPARED BY:	Nate Smith	Date Submitted:	March 1, 2022
EXHIBITS:	Grant Agreement		
BUDGETARY IMPACT			
CITYADMINISTRATOR APPROVAL: 			
SUMMARY: The Texas Department of Agriculture has presented the City with a Grant Agreement for the Community Development Block Grant. These funds, \$350,000, will be used to refurbish the Love Street water tower. The city has budgeted \$35,000 in matching funds for the project. Hayter Engineering is the engineer on the project while GrantWorks will handle the CDBG administration. Our attorney has reviewed the agreement and sees no issue.			
RECOMMENDED ACTION: Recommend approval			



TEXAS DEPARTMENT OF AGRICULTURE

GRANT AGREEMENT

GRANTEE	Fairfield
GRANT PROGRAM	CDBG - Community Development Fund - 2021
PROJECT TITLE	CDBG - Community Development Fund - 2021
CFDA NUMBER	14.228
PERFORMANCE PERIOD/ AGREEMENT TERM	3/1/2022 Through 2/29/2024
AUTHORITY AND PURPOSE The United States Government has awarded Community Development Block Grant ("CDBG") funds to the State of Texas for activities authorized under Title I of the Housing and Community Development Act of 1974 ("HCD Act"), as amended (42 U.S.C. 5301 et seq.). The Texas Department of Agriculture ("Department") administers the State Community Development Block Grant ("TxCDBG") Program pursuant to Texas Government Code §487.051. Grant Recipient has submitted a request for assistance under this Grant Program, hereinafter referred to as the "Application," hereby incorporated by reference into this Grant Agreement ("Agreement"). This Agreement sets forth the obligations of the parties along with the terms and conditions under which the Department will provide Grant Program funds to Grant Recipient under this award. Grant Recipient agrees to administer the project as described herein ("Project"), and the Department agrees to fund the Project up to the Grant Amount.	
PROJECT DESCRIPTION Rehabilitation of the City's east elevated water storage tank. Grant Recipient agrees to carry out the Project and complete all approved activities in accordance with the terms of this Agreement, including the following Exhibits which are attached hereto and incorporated into this Agreement: Performance Plan and Specific Award Conditions (Exhibit A), Project Budget (Exhibit B), General Terms and Conditions (Exhibit C), Certifications and Assurances (Exhibit D), and to comply with all statutes and regulations as applicable to this award and such regulations and procedures as the Department may prescribe.	
TOTAL GRANT AMOUNT NOT TO EXCEED	\$350,000.00
MATCH AMOUNT (if applicable)	\$35,000.00

GRANTEE	GRANTOR
Fairfield	TEXAS DEPARTMENT OF AGRICULTURE Trade and Business Development
425 W. Commerce Fairfield , Texas 75840	1700 N Congress Ave Austin, TX 78701
AUTHORIZED SIGNATORY/AUTHORITY TO BIND Each person signing the Agreement certifies that he or she is authorized by the Grantor or Grant Recipient to sign and execute the Agreement and to bind such party to its terms, performances, and conditions.	
PRINTED NAME AND TITLE OF PERSON SIGNING:	PRINTED NAME AND TITLE OF PERSON SIGNING:
DATE SIGNED:	DATE SIGNED:

Exhibit A

Performance Plan and Specific Award Conditions

A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all activities described in this Exhibit A in accordance with the Project Schedule and performance goals outlined herein. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms of conditions of this Agreement and applicable statutes and regulations.
2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Activities benefitting low-to-moderate income persons. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within 30 days of notice or such timeframe as requested by the Department.
3. Grant Recipient will undertake the following activities and provide the following levels of program services.

City of Fairfield - 03J

Grant Recipient shall address the following local need:

Deteriorated tank surface resulting in potential decreased water system reliability.

Grant Recipient shall complete the following work:

Rehabilitate elevated water storage tank (EST) including sandblasting surface, priming, installation of exterior coating system, and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

East EST, located at 300 Love Street, Fairfield, Texas. This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1, Figure A1 controls.

These activities shall benefit 2,987 persons, of which 1,619 or 54.20 percent are of low- to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including preliminary and final design plans and specifications, interim and final inspections, and all relevant special services. Grant Recipient shall ensure that all projectrelated administration activities are completed as described in the current TxCDBG Project Implementation Manual.

B. Prohibited Activities

Grant Recipient may only use grant funds to carry out the activities described in this Agreement. Grant Recipient is prohibited from charging to this award the costs of ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

C. Timeline

Grant Recipient will comply with the following Project Schedule. Failure to meet any of the below milestones may result in sanctions as outlined in the TxCDBG Project Implementation Manual, Requests for Applications, other published guidance, and conditions of this agreement.

Pre-Agreement Cost Begins:	5/3/2021
Grant Contract Period Begins:	3/1/2022
Environmental Review/Plans & Specifications Recommended to be Complete:	9/1/2022
Group B Forms Required to be Complete:	3/1/2023
Project Recommended to be Complete, including inspections:	11/1/2023
Grant Contract Period Ends:	2/29/2024
Final Payment and Closeout Documentation Required to be Submitted:	4/29/2024

D. Special Conditions

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

1. **Compliance:** It is understood and agreed by the parties that performances under this Agreement must be rendered in accordance with the Housing and Community Development Act of 1974 as identified in the Authority and Purpose of the Agreement; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Grant Recipient; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this Agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this Agreement and shall be binding upon Grant Recipient, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Agreement so as to release the Department from any obligation specified in Section 4 of Exhibit C to reimburse costs incurred by Grant Recipient prior to the effective date of such amendments or policy directives. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.
2. **Environmental Review:** Grant Recipient understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Grant Recipient shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this Agreement. Neither Grant Recipient nor any participant in the development process, or any of their contractors, may commit grant or other funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Grant Recipient has completed the environmental review process and the Department has authorized use of grant funds or approved the Grant Recipient's request for release of funds and related certification.
3. **Citizen Participation:** Grant Recipient shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this Agreement are used, in accordance with 24 CFR 570.486 and this Agreement.
4. **Public Hearings:** Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.
5. **Complaint Procedures:** Grant Recipient shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Grant Recipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

6. Department Recognition: Grant Recipient shall have signage placed in a prominent visible public area identifying the project as funded by the Department. The signage must be legible from a distance of at least three feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.
7. Program Income: In the same manner as required for all other funds under this Agreement, Grant Recipient shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e) and the TxCDBG Project Implementation Manual) generated by activities carried out with grant funds made available under this Agreement. The use of program income by Grant Recipient shall comply with the requirements set forth at 24 CFR 570.489(e). Grant Recipient shall use such income during the Agreement Term for activities permitted under this Agreement prior to requesting additional funds from the Department. Grant Recipient shall provide reports of program income to the Department with each payment request in accordance with the payment procedures described herein, and at the termination of this Agreement. All unexpended program income shall be returned to the Department at the end of the Agreement Term, unless otherwise specifically provided within this Agreement.
8. Disbursement of Certain Funds: Funds for construction activities under this Agreement will not be disbursed to Grant Recipient until all requirements identified as Group B in the TxCDBG Project Implementation Manual, Section 2.2, have been satisfied. These requirements must be satisfactorily completed no later than twelve (12) months after the Agreement start date. In accordance with Sections 17 and 18 of Exhibit C, the Department may terminate this Agreement immediately if these special conditions are not met by the date identified in the Project Schedule above as Group B Forms Required to be Complete.

Exhibit B**Budget****A. Approved Budget**

1. It is understood and agreed that the total amount of funds under this award shall be used for the Project outlined in this Agreement. Grant Recipient shall expend funds under this award in accordance with the approved budget specified herein. All Project-related expenses must be reasonable and necessary.
2. The Department may require a more detailed budget breakdown than the one contained herein, and Grant Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.
3. Any amendments to the Project Budget must be approved in writing by both the Department and Grant Recipient.

HUD Activity	Awarded Amount
03J	\$260,659.00
Engineering	\$54,341.00
Admin	\$35,000.00
Total Grant Awarded	\$350,000.00
Committed as Match	\$35,000.00
Match Ratio	10.00%

B. Pre-Award Costs

The Department may reimburse allowable administrative and engineering expenditures made by Grantee prior to the effective date of the Agreement if incurred after 5/3/2021, and if Grantee complied with all requirements for the release of such funds.

Exhibit C**General Terms and Conditions – Federal Grant****SECTION 1. COMPLIANCE WITH APPLICABLE LAWS**

Grant Recipient agrees to administer the award and carry out the Project in compliance with all of the obligations described in this Agreement and shall ensure that the Project is financed, constructed, operated and maintained in accordance with all federal, state and local laws, ordinances, regulations, and published program guidance/Project Implementation Manual that are in any manner applicable to the activities performed by Grant Recipient under this award, its agents, employees, subgrantees, contractors and subcontractors pursuant to this Agreement. Failure to comply with such laws, ordinances, regulations and guidance shall be grounds for termination of this Agreement for cause.

SECTION 2. AVAILABILITY OF FUNDS

Grant Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the actual receipt by the Department of funds appropriated to the Department by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. If said funds or any part thereof are or become unavailable, the Department may immediately terminate this Agreement or reduce the Grant Amount, as applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations.

SECTION 3. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND ACCOUNTING STANDARDS

Grant Recipient shall comply with, to the extent applicable, the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and the Texas Grant Management Standards ("TxGMS") promulgated by the Texas Comptroller of Public Accounts pursuant to the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783). Grant Recipient agrees to adhere to the administrative requirements, accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred under the award

SECTION 4. METHOD OF PAYMENT

A. Funds will be disbursed for actual eligible costs incurred by Grant Recipient in connection with this Agreement. Determination of allowable costs shall be made in accordance with applicable government-wide cost principles under 2 CFR 200 Subpart E, the TxGMS, this Agreement, and the provisions of such regulations and procedures as the Department may prescribe.

B. Payment requests shall be submitted to the Department in the manner and on the form required by the Department. Payment shall be made on an eligible cost reimbursement basis only and in such amounts and increments approved by the Department for various phases of work following submission by Grant Recipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request in accordance with the Performance Plan and the Project Budget.

C. The Department shall pay to Grant Recipient funds available under this Agreement based upon information submitted by Grant Recipient for allowable costs permitted under the Agreement and consistent with the Project Budget. The Department will notify Grant Recipient if there are concerns about the project and shall not make disbursement of any such payment until the issues of concern are resolved and the Department has reviewed and approved such payment request. The Department may deny a payment request if the Department determines that the request is not supported by sufficient documentation.

D. The Department will not reimburse Grant Recipient for any costs incurred either prior to the effective date of the Agreement or after the termination or expiration date of the Agreement, unless otherwise stated herein or agreed to in writing by the Department.

E. The Department will not make final payment to Grant Recipient until all reports, unexpended program income and other deliverables required under the Agreement have been submitted to the Department in acceptable form.

SECTION 5. MATCHING AND COST SHARING REQUIREMENTS

Grant Recipient shall demonstrate to the satisfaction of the Department that it has complied with all matching and cost sharing requirements, if any, of this Agreement. Requests for reimbursement will only be paid after Grant Recipient provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

SECTION 6. FINANCIAL MANAGEMENT

A. Grant Recipient shall maintain a financial management system that meets the standards for fund control and accountability as established in 2 CFR 200 Subpart D, the TxGMS and this Agreement, as applicable, and that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7507). Grant Recipient agrees to keep all project accounts and records that fully disclose the amount and disposition by Grant Recipient of the proceeds of the award, the total cost of the project in connection with which the award is given or used, the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the Project. Grant Recipient's failure to comply with these requirements may result in termination of the award.

B. Grant Recipient shall maintain a financial management system that provides:

- (1) Accurate, current and complete disclosure of all financial activities related to this Agreement, in accordance with Generally Accepted Accounting Principles;
- (2) Records that clearly identify the source and application of all funds used for the purposes described in the approved grant application, attached hereto and made a part hereof which is part of the Agreement. These records shall, at a minimum, contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and program income;

- (3) Effective internal and accounting controls over all funds, property, and other assets. Grant Recipient shall have in place a system for safeguarding all such assets and shall assure that they are used solely for authorized purposes; and
- (4) Accounting records that are supported by source documentation.

C. Grant Recipient shall ensure that the funds provided by the Department to Grant Recipient under this Agreement are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

SECTION 7. PROCUREMENT STANDARDS

Grant Recipient shall procure property, supplies, equipment, and services with funds provided under this Agreement in a manner consistent with (1) current program policy, (2) federal, state and local laws, (3) 2 CFR 200 Subpart D, and (4) the TxGMS, as applicable. The Department assumes no responsibility for contractual and administrative matters associated with Grant Recipient's procurement of such property, supplies, equipment, and services. No provider of property, supplies, equipment, and services to Grant Recipient shall be deemed a third-party beneficiary of this Agreement.

SECTION 8. PROPERTY MANAGEMENT STANDARDS

Grant Recipient shall use and dispose of property in a manner consistent with 2 CFR 200 Subpart D and TxGMS, as applicable, if such property has been furnished by the Department or acquired or improved in whole or in part with federal or state funds or if the cost of such property was charged to a project supported by federal or state funds.

SECTION 9. REPORTING REQUIREMENTS

A. Grant Recipient shall submit timely, complete, and accurate progress/performance/financial reports in the manner and form specified by the Department. These reports shall be submitted to the Department on a periodic basis, as prescribed in the Specific Award Conditions (Exhibit A).

B. Agreement obligations will remain in force until all final reports are reviewed and approved by the Department. The final report shall include a comparison of actual expenditures with the budget line items shown in the Project Budget.

C. Extensions to the reporting due dates prescribed in the Specific Award Conditions may be granted by the Department upon receipt of a written request from Grant Recipient.

D. If reports are not submitted by Grant Recipient as required, the Department may, in its sole discretion, withhold payments under this Agreement or any other grant agreement entered into between the Department and Grant Recipient, terminate this award, or initiate other remedies for noncompliance as appropriate and permitted under this Agreement, 2 CFR 200 Subpart D or the TxGMS.

SECTION 10. RECORD RETENTION

A. Grant Recipient shall maintain and retain all financial and statistical records, performance records, supporting documents, and all other records related, in any way, to this Agreement and award for a period of three (3) years from closeout of the grant from the federal awarding agency to the Department. If any litigation, claim, audit, administrative review or other action is initiated before the expiration of the record retention period, all records and supporting documents shall be retained until all issues and matters are resolved and final action taken.

B. The preceding record retention requirement is subject to the following exception: Records pertaining to nonexpendable property acquired with award funds shall be retained for three years after final disposition of such property.

C. The Department reserves the right to direct Grant Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.

D. Grant Recipient shall include the substance of this Section in all subawards and subcontracts.

SECTION 11. INSPECTIONS AND MONITORING

A. Grant Recipient shall monitor the performance of all activities undertaken pursuant to this Agreement to assure that time schedules are being met, projected work and tasks are being accomplished and other performance goals are being achieved. Grant Recipient is accountable to the Department for the use of the funds provided and shall assure the award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

B. Grant Recipient agrees to notify the Department in writing of any circumstances or conditions that may negatively affect or are negatively affecting program objectives or performance as soon as they are known. These conditions include but are not limited to circumstances and problems that prevent the meeting of time schedules and goals or preclude the attainment of project work within established time periods. In its notification, Grant Recipient shall include a statement of the action taken or contemplated by Grant Recipient to correct the problems and the time frame within which corrective action will be taken.

C. Grant Recipient's progress will be monitored periodically by the Department to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

D. The Department may, at any time, require that Grant Recipient provide such other information as is deemed necessary by the Department to enable it to fully monitor the Agreement and award.

E. The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits, inspections or monitoring reviews. The Department may require Grant Recipient to take timely and appropriate action on all deficiencies pertaining to the award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Department may impose additional conditions on the use of funds to ensure future compliance. Failure of Grant Recipient to take timely and appropriate action on all deficiencies may result in the withholding or suspension of funds under the Agreement, termination of the award, or any other remedy which may be available to the Department.

F. Grant Recipient understands and agrees that it shall repay funds disbursed to Grant Recipient under this Agreement for disallowed costs identified through audits, inspections or monitoring reviews, and the repayment of such disallowed costs shall be paid by Grant Recipient from non-grant funds. Disallowed costs are those charges determined to not be allowed in accordance with the applicable cost principles or other conditions contained in this Agreement.

SECTION 12. AUDITS, INVESTIGATIONS AND ACCESS TO RECORDS

A. Grant Recipient agrees to make available to the Department, any federal agency whose funds are expended in the course of this Agreement, the State Auditor's Office, any other appropriate unit or agency of the State or Federal government, and any of their duly authorized representatives, for purposes of audit and examination, all accounting records, books, documents, files and other papers that are pertinent to the award as may be necessary to facility the review and audit of Grant Recipient's operations, administration, receipt and use of funds under this award. Such authority to audit and right to access shall continue as long as the records are retained by Grant Recipient. Grant Recipient agrees to cooperate fully with such agencies in the conduct of the audit or investigation. Grant Recipient shall ensure that the substance of this clause concerning the authority to audit funds and the requirement to cooperate is included in all subawards and contracts it awards.

B. When reasonable and practical to do so, the Department shall provide prior notice of all visits entailing inspections, audits and other reviews. However, the Department retains the right to make unannounced visits, inspections and audits as deemed necessary.

C. All audit reports shall be promptly delivered to Grant Recipient for review. Grant Recipient shall cooperate with the Department to assure timely and appropriate resolution of audit findings and recommendations.

D. When audits disclose overpayments to Grant Recipient, the Department may, at its option, either require Grant Recipient to repay the overpayment or deduct the amount of overpayment from monies due the Grant Recipient under the Agreement. Any overpayments not repaid through actual repayment or by deduction within thirty (30) days of notice to Grant Recipient shall be charged simple interest at ten percent (10%) per annum. The thirty (30) day notice of repayment or deduction shall commence upon sending, either by United States postal service or electronic mail, of written notice to Grant Recipient.

SECTION 13. AUDIT REQUIREMENTS

A. If Grant Recipient expends \$750,000 or more during its fiscal year in federal awards, Grant Recipient must have a single or program-specific audit conducted for that year in accordance with applicable federal laws and regulations, including 2 CFR Part 200, Subpart F.

B. All audits shall be conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

C. If Grant Recipient has a financial audit performed during the term of this Agreement, Grant Recipient shall provide to the Department, upon request, information about the audit or information regarding where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which award funds are included.

D. Failure to comply with audit requirements may adversely affect this award, other grant agreements between Grant Recipient and the Department, and future awards to Grant Recipient.

SECTION 14. MODIFICATIONS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by the parties to the Agreement.

B. Amendments will generally be required when any of the following are anticipated: (1) a change to the scope, location, or objectives of the Project, including purpose or beneficiaries; (2) revision to the Project Budget, including budget category expenditure variances and transfer of expenditures to an unbudgeted line item; and (3) a need to extend the availability of Grant funds or Performance Period.

C. A request for modification or amendment to the Agreement shall be submitted to the Department in writing, including an explanation or justification for the request, no later than thirty (30) days prior to the end of the agreement term. A request for an extension must be supported by documentation of extenuating or unforeseeable circumstances beyond Grant Recipient's control which prevented completion of the Project within the agreement term and include a revised performance plan and schedule showing when major milestones will be completed for each activity. Requests may be submitted to the Department for approval less than thirty (30) days prior to the end of the agreement term but only for good cause as determined by the Department based on the justification submitted with the request.

D. Such amendments shall not invalidate the Agreement, nor relieve or release the Department or Grant Recipient from its obligations under the Agreement except as specifically set out therein.

E. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

SECTION 15. INDEMNIFICATION

A. To the extent allowed by law and the Constitution of the State of Texas, Grant Recipient and the Department shall each be responsible for the acts or omissions of their respective agents and employees.

B. Grant Recipient shall, to the extent allowed by law and the Constitution of the State of Texas, indemnify and hold harmless the Department, its officers, agents, employees and representatives from any and all liability, actions, claims, demands or suits, and all related costs, attorney fees and expenses arising out of or related to (1) the work, services, or materials provided under this Agreement; (2) any failure of Grant Recipient to perform its obligations under this Agreement; or (3) any improper or deficient performance of such contractual obligations. The Department shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

C. This Section shall survive the expiration or termination of the Agreement.

SECTION 16. AWARD CLOSEOUT

A. Closeout of the award shall be based upon a determination that all applicable administrative actions and all required Project-related activities have been completed in accordance with the terms of this Agreement and all applicable laws and regulations.

B. Upon the Department's review of all financial, performance, and other reports required, the Department may make upward or downward adjustments to the allowable costs, within the limits of the Grant Amount, on the basis of the information contained in the reports.

C. Whether or not audits were conducted during the agreement term, a final financial and compliance audit may be initiated up to three years after the agreement completion date beginning with the date Grant Recipient submits the final reports.

D. Any award funds not expended by Grant Recipient in conjunction with the Project prior to the end of the Agreement Term, including any authorized extensions, shall be forfeited.

SECTION 17. SUSPENSION AND TERMINATION

A. Termination for Cause: If the Department determines that Grant Recipient has committed a material breach or default of any covenant, warranty, obligation or agreement under this Agreement, failed to fulfill or perform any obligation under this Agreement, or failed to comply with any of the terms or conditions of this Agreement, in whole or in part, and such breach, default or failure is not cured within fourteen (14) days after the Department's notice or such longer period as the Department may specify in such notice, the Department may place Grant Recipient in default status and take any or all of the following actions:

- (1) Suspend activities under the Agreement upon thirty (30) days advance written notice by the Department and withhold further payments. The notice of suspension shall state the reason for the action, the effective date of the suspension, the corrective action that must be taken and the time period during which the corrective action must be accomplished.
- (2) Terminate the Agreement for cause, in whole or in part, upon thirty (30) days advance written notice by the Department. The Notice of Termination shall state the reason for the action, the effective date of the termination and the closeout procedures to be followed. As of the effective date of a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of a termination for cause.

- (3) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Department determines that Grant Recipient has jeopardized the safety and welfare of the public, materially failed to comply with the terms and conditions of the Agreement, or whenever the fiscal or programmatic integrity of the Agreement has been compromised. The notice of termination pursuant to this provision shall state the reason for the action, the effective date of the termination and closeout procedures to be followed. As of the effective date of such a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of the termination.
- (4) Invoke any other remedy or remedies that may be legally available.

B. Termination for Convenience: Either party may terminate this Agreement at any time for convenience by providing a written notice to the other party at least thirty (30) days in advance of the intended date of termination.

C. Mutual Termination: This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

D. Effect of Termination: Upon receiving a notice of termination of this Agreement, Grant Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise. Each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

SECTION 18. CORRECTIVE ACTIONS/REMEDIES FOR NONCOMPLIANCE

A. In addition to any other rights or remedies available at law or in equity, if Grant Recipient fails to comply with any term, condition, requirement, or provision of this Agreement, in whole or in part, the Department may take one or more of the following actions:

- (1) Temporarily withhold payment of funds pending correction of the default by Grant Recipient;
- (2) Disallow all or part of the cost of the noncompliant activity or action and reduce the Grant Award by such amount;
- (3) Wholly or partially suspend or terminate the award and this Agreement as provided in this Agreement;
- (4) Withhold further awards to Grant Recipient;
- (5) Require Grant Recipient to repay award funds that the Department determines were not expended in compliance with this Agreement or any applicable statutes or regulations;
- (6) Impose an administrative penalty which results in a reduction of the budget line item for grant administration; or
- (7) Invoke any other remedy or remedies that may be legally available.

B. Failure to comply with any terms of this Agreement include, but are not limited to, the following:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of Grant Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- (3) Ineffective or improper use of funds provided under this Agreement; or

- (4) Submission by Grant Recipient to the Department reports that are incorrect or incomplete in any material respect.

C. The Department reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grant Recipient to cure if:

- (1) award funds are misused;
- (2) Grant Recipient commits fraud through intentional, reckless or grossly negligent conduct; or
- (3) Grant Recipient knowingly made any false statements or misrepresentations in the Application or any certification, report or other information submitted to the Department under this Agreement.

D. In the case of a cancellation, suspension or termination, monies already received by Grant Recipient under this Agreement may be owed back to the Department and the Department may also declare Grant Recipient ineligible to receive any further awards until the entire obligation has been repaid to the Department.

SECTION 19. ASSIGNABILITY OF AGREEMENT, SUCCESSORS IN INTEREST

A. Grant Recipient shall not assign or transfer this Agreement, or any part thereof, without prior written consent of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by the Department. No approval by the Department of any assignment or transfer shall be deemed to create any obligation of the Department in addition to those set forth in this Agreement.

B. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and permitted assigns.

SECTION 20. SUBAWARDS/SUBCONTRACTS

A. Approvals: Whenever Grant Recipient intends to subcontract any work or services under this Agreement, Grant Recipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the Department prior to the execution of such contract. It is understood that consent of the Department to subcontract in no way relieves Grant Recipient of any of its duties or obligations under this Agreement nor precludes the Department from taking any action which may be available to it under this Agreement or otherwise in law.

B. Monitoring: Grant Recipient shall monitor all work and services on a regular basis to assure they are carried out in accordance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content: With any subgrantee or subcontractor, Grant Recipient must have a written contract that complies with applicable requirements and regulations. All work or services covered under this Agreement which is contracted by Grant Recipient shall be subject to all provisions of this Agreement. Grant Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process: Grant Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be maintained in Grant Recipient's files along with documentation concerning the selection process and made available upon request.

SECTION 21. COPYRIGHTS

Grant Recipient may exercise its rights to ownership of materials developed during the course of a grant-supported project by copyrighting the materials. However, Grant Recipient (and all subgrantees) must grant to the Department and to the federal agency providing the funds (as applicable), for governmental purposes, a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use these materials and to authorize others to do so. This license to the Department covers any and all materials developed under the grant agreement (deliverables). The license to the Department does not preclude Grant Recipient from exercising its right of ownership of the materials, or to prevent Grant Recipient from selling or licensing the materials. If the materials are to be licensed or sold by Grant Recipient, then the net proceeds constitute program income as defined, and the funds must be treated accordingly.

SECTION 22. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between Grant Recipient and the Department. Grant Recipient shall at all times remain an "independent contractor" with respect to the work and services to be performed under this Agreement.

SECTION 23. CONFLICT OF INTEREST

A. In the administration of the award, the performance of activities under the Agreement, and the procurement of supplies, equipment, construction and services, Grant Recipient shall comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules and policies, including 2 CFR 200.317-200.319 and Chapter 176 of the Texas Local Government Code. If circumstances arise during the course of the Agreement that constitute a conflict of interest, actual or potential, or reasonably creates an appearance of impropriety, Grant Recipient shall promptly notify the Department.

B. Grant Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by award funds, which includes the following:

- (1) No employee, officer or agent of Grant Recipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by award funds if a conflict of interest, real or apparent, would be involved.
- (2) Grant Recipient shall not assign an employee to the Project if the employee:
 - a. owns an interest in or is an officer or employee of a third-party business entity that has or may have an agreement with Grant Recipient relating to the project;
 - b. has a direct or indirect financial interest in the outcome of the project; or
 - c. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project.

- (3) Grant Recipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest, or personal gain.

C. Grant Recipient shall include in all subawards and subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

SECTION 24. SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

SECTION 25. PUBLIC/CONFIDENTIAL INFORMATION

A. Public Information: Grant Recipient understands that the Department will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code ("PIA"). Information, documentation, and other material in connection with this Agreement and award may be subject to public disclosure pursuant to the PIA. Grant Recipient is required to make any information created or exchanged with the Department pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public.

B. Client Data and Other Sensitive Information: Grant Recipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. Grant Recipient must comply with 2 CFR 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.1, and other information Grant Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

SECTION 26. WAIVER

The parties expressly agree that no provision of the award or Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Grant Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 27. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

SECTION 28. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

SECTION 29. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

Exhibit D**Certifications and Assurances – CDBG Grant**

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. **LEGAL AUTHORITY** – Grant Recipient represents that it possesses legal authority to enter into the agreement, including all understandings and assurances contained therein. A resolution, motion or other similar action has been duly adopted or passed as an official act of Grant Recipient's governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the agreement, to provide such additional information as may be required, to sign and execute the agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.
2. **AFFIRMATIVELY FURTHER FAIR HOUSING** – Grant Recipient certifies that it will comply with the Fair Housing Act, as amended (42 U.S.C. 3601 et seq.), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.
3. **ANTI-LOBBYING** – Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this agreement or grant. If non-federal funds are used by Grant Recipient to conduct such lobbying activities, Grant Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Grant Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.
4. **CHILD SUPPORT PAYMENTS** – Grant Recipient represents and warrants that it will included the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."
5. **CITIZEN PARTICIPATION** – Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.
6. **CLEAN AIR AND WATER POLLUTION CONTROL** – Grant Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).

7. CONSERVATION – Grant Recipient represents and warrants that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.), related to protecting components or potential components of the national wild and scenic river system.
8. CONTRACT OVERSIGHT – Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS – Grant Recipient represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grant Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grant Recipient, the more restrictive requirement applies.
10. CYBERSECURITY TRAINING (Local Government System) – Grant Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.
11. DEBARMENT AND SUSPENSION – Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the United States General Services Administration.
12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW – Grant Recipient represents and warrants its compliance with 2 CFR 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.
13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS – Grant Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
14. DISCRIMINATION PROHIBITED – In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.
15. DISPLACED PERSONS – Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§4601 - 4655) and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42 Subpart A, which provide for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. Grant Recipient further certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. DISPUTE RESOLUTION – The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.
17. DRUG-FREE WORKPLACE – Grant Recipient represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.
18. ENVIRONMENTAL STANDARDS – Grant Recipient certifies it will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities, including notification of violating facilities pursuant to Executive Order 11738.
19. EQUAL EMPLOYMENT OPPORTUNITY – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR 60-1.4(b).
20. EXCESSIVE FORCE – It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
21. EXCLUDED PARTIES – Grant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,” published by the United States Department of the Treasury, Office of Foreign Assets Control.
22. FAIR LABOR STANDARDS – Grant Recipient certifies that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. §§ 201 - 219) and the Intergovernmental Personnel Act of 1970, as applicable.
23. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY – Grant Recipient represents and warrants that it will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore, Grant Recipient must be registered in the federal SAM and continue to maintain an active SAM registration with current information at all times during which the term of this award is in effect. Furthermore, no contract, award, subgrant will be made by Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. FLOOD INSURANCE – Grant Recipient represents and warrants that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (42 U.S.C. § 4001 et seq), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

25. HISTORIC PRESERVATION – Grant Recipient assures compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC §470f), Executive Order 11593, and the Archeological and Historical Preservation Act of 1974 (54 USC §§ 312501 - 312508).

26. LEAD-BASED PAINT – Grant Recipient represents and warrants that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures, and the implementing regulations at 24 CFR Part 35.

27. NONDISCRIMINATION – Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

- The Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
- The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
- The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)

28. OPEN MEETINGS – If Grant Recipient is a governmental entity, Grant Recipient represents and warrants that it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

29. POLITICAL ACTIVITY – Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part by federal funds (5 U.S.C. § 1501 et seq.).

30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT – Grant Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

31. SECTION 3 – Grant Recipient certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

32. SPECIAL ASSESSMENTS – Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

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

AGENDA DATE:	March 8, 2022	AGENDA ITEM	Waste Connections
AGENDA SUBJECT:	Presentation and discussion of request from Waste Connections for a rate increase due to increased costs		
PREPARED BY:	Nate Smith	Date Submitted:	March 1, 2022
EXHIBITS:	Request, Franchise agreement and amendments		
BUDGETARY IMPACT			
CITYADMINISTRATOR APPROVAL: 			

SUMMARY:

Chris Bankhead with Waste Connections has asked to speak before the council to request a increase in rates. The reason, Bankhead writes in his email to me, is due to rising costs.

RECOMMENDED ACTION:

No action is recommended. If the council desires action, it can be put on the next meeting's agenda.

From: [Chris Bankhead](#)
To: [Nate Smith](#)
Subject: Question
Date: Monday, February 28, 2022 12:11:02 PM
Attachments: [image001.png](#)

Good morning Nate,

I have been asked to reach out to the city to see about petitioning the city for a price increase. We have taken pride in the fact that we have not asked for an increase from the city for a number of years. Unfortunately the cost of operating is going up and up. The current CPI for the City of Fairfield is coming in around 7.83%. I would like to petition the city to see if it's possible to meet somewhere in the middle of this. Possibly around 3.5-4%.

I will come and visit with you or come to a council meeting to discuss this if I need to.

Thank you for your consideration.

Chris Bankhead | Site Manager

C: 903-731-3148 | T: 903-723-4670 | chris.bankhead@wasteconnections.com

Waste Connections of Texas | 812 ACR 367 | Palestine, TX 75801

www.WasteConnectionsTexas.com

Connect With the Future®



**EXCLUSIVE FRANCHISE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE
IN THE CITY OF FAIRFIELD, TEXAS**

STATE OF TEXAS

COUNTY OF FREESTONE

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of April 1, 2013, by and between Progressive Waste Solutions of TX, Inc., a Texas Corporation (the "Service Provider"), and the City of Fairfield, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

Bulky Item - Any item measuring in excess of either forty-eight (48) inches in length or one hundred (100) pounds in weight, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items.

Bundles - Items measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Hand Collect Unit - A small Commercial Unit that requires no more than two (2) Roll-Outs for the collection of its Municipal Solid Waste each week.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste or Bulky Items.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste or Construction and Demolition Waste. Containers are designed to hold between thirty (30) gallons and forty (40) cubic yards of Solid Waste.

Contract Year - The one year period of time from April 1 to March 31 during the term of this Agreement.

Hazardous Waste - Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Holidays - The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Physically Disabled Residential Unit - Any residential dwelling that is inhabited by persons, all of whom have physical disabilities to the extent that they are unable to place Municipal Solid Waste at the curbside, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Physically Disabled Residential Unit shall be certified by the City Manager and agreed to by the Service Provider.

Residential Unit - Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out - A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes recyclable materials.

White Good - Any item measuring in excess of either three (3) cubic feet in size or one hundred (100) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE FRANCHISE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste over, upon, along and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City shall take reasonable actions against any company, customer or third party infringing upon the exclusive rights of the Service Provider, including but not limited to, letters from the City informing any infringing party of the Service Providers exclusive rights, and fining businesses that fail to comply with the City's ordinances governing Municipal Solid Waste. The City hereby grants subrogation rights to the Service Provider who may take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive-franchise grant described herein and the Service Provider shall be entitled to any and all actual and consequential damages.

SECTION 3. OPERATIONS.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste and Construction and Demolition Waste (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, the title to all Municipal Solid Waste and Construction and Demolition Waste collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. SINGLE-FAMILY RESIDENTIAL AND COMMERCIAL HAND COLLECT UNIT COLLECTIONS.

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units once per week; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 7:00 a.m. on the scheduled collection day.

B. Physically Disabled Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Physically Disabled Residential Units with house-side collection of their Roll-Outs; provided, that the Service Provider receives prior written notice from the Physically Disabled Residential Unit of such special need.

C. Excess or Misplaced Municipal Solid Waste. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside Roll-Outs. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Single-Family Residential Unit to utilize an additional Roll-Out so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.A. hereto.

D. Commercial Hand Collect Units. The Service Provider will collect Municipal Solid Waste from Commercial Hand Collect Units once per week; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Commercial Hand Collect Unit no later than 7:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs provided by the Service Provider. Municipal Solid Waste in excess of the Roll-Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Service Provider. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Commercial Hand Collect Unit to utilize an additional Roll-Out so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereto.

SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

The Service Provider will collect Municipal Solid Waste from Commercial, Industrial and Multi-Family Residential Units once or twice per week, as provided for in Section 9.C. hereof. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Containers provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Containers so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.C. hereof. The parties acknowledge and agree that the Service Provider shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the Services herein contracted and that the Commercial, Industrial or Multi-Family Residential Unit assumes all liabilities for damage to pavement or road surface.

SECTION 6. CITY SERVICES.

A. Municipal Locations. The Service Provider will provide, at no cost to the City, a maximum of two (2) six-yard and seven (7) four-yard Containers to collect Municipal Solid Waste at certain municipal locations within the City once or twice per week, as needed.

B. City Roll-Offs. The Service Provider will provide, at no cost to the City, two (2) thirty-yard Roll-Offs for citizens of Fairfield to dispose of Solid Waste, and for the City's use during each of its semi-annual clean-up events. Such Roll-Offs will be hauled and emptied up to a maximum aggregate of thirty (30) times each Contract Year at no cost to the City, and any hauls in excess of thirty (30) during any Contract Year shall be charged to the City at the rates set forth in Section 9.F. hereof. The Roll-Offs shall be placed at a location(s) mutually agreed upon by the City and the Service Provider.

SECTION 7. BULKY ITEMS.

A. Pre-Arranged Collections. The Service Provider will collect one (1) Bulky Item from Single-Family Residential Units on the last Wednesday of each month; provided, that (i) the Single-Family Residential Units requiring such collections notify the Service Provider no later than 5:00 p.m. on the Friday immediately preceding the scheduled collection day, and (ii) the Bulky Item is placed at the curbside no later than 7:00 a.m. on the scheduled collection day and does not exceed one hundred (100) pounds in weight. The Service Provider shall only be responsible for collecting, hauling and disposing of Bulky Items from those Single-Family Residential Units that have complied with Sections 1 and 7.A. hereof. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed.

B. Negotiated Collections. It is understood and agreed that the service provided under Sections 4.A. and 7.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, White Goods or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's Roll-Off Services.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 9. RATES AND FEES.

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i)(A) \$10.11 per month for each Single-Family Residential Unit utilizing one Roll-Out or (B) \$5.97 per month for each Single-Family Residential Unit utilizing one Roll-Out and receiving the senior citizen rate (head of the household is 65 years of age or older), plus (ii) \$6.00 per month for each additional Roll-Out utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial Hand Collect Unit Services. For the Services provided to Commercial Hand Collect Units under Section 4.D. hereof, the Service Provider shall charge (i) \$15.50 per month for each Commercial Hand Collect Unit utilizing one Roll-Out, or (ii) \$21.50 per month for each Commercial Hand Collect Unit utilizing two Roll-Outs. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and sewer services.

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

Container Size	1 Collection a Week	2 Collections a Week	3 Collections a Week	4 Collections a Week	5 Collections a Week
2 Cubic Yards	\$62.16	\$107.82	\$182.68	\$224.30	\$257.80
3 Cubic Yards	\$72.30	\$129.39	\$227.07	\$278.82	\$320.64
4 Cubic Yards	\$88.80	\$149.68	\$233.40	\$286.60	\$329.59
6 Cubic Yards	\$121.77	\$187.75	\$251.17	\$309.02	\$355.36
8 Cubic Yards	\$144.61	\$233.40	\$333.63	\$426.14	\$481.22

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

Size of Container	Each Additional Collection
2 Cubic Yards	\$39.33
3 Cubic Yards	\$43.13
4 Cubic Yards	\$45.67
6 Cubic Yards	\$52.01
8 Cubic Yards	\$58.35

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

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

Delivery Fee	\$104.00
Rental Fee	\$190.00 per month
Haul Fees	
20 Cubic Yards:	\$434.00 per haul
30 Cubic Yards:	\$504.00 per haul
40 Cubic Yards:	\$572.00 per haul

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

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

Delivery Fee: To be negotiated between Service Provider and customer.

Haul Fee:

30 Yard Compactor \$622.00 per haul

Rental Fee: To be negotiated between Service Provider and customer.

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

F. City Roll-Off Services. For the Roll-Off Service provided to the City in addition to or in excess of those provided for at no charge under Section 6.B. hereof, the Service Provider shall bill the City \$396.88 per haul. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the services set forth in this Section 9.F.

SECTION 10. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit; provided, however, that the Service Provider and the owner or occupant of a Commercial, Industrial or Residential Unit may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of Construction and Demolition Waste, auto parts or used tires by utilizing the Service Provider's Roll-Off Services.

SECTION 11. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of three (3) years, commencing on April 1, 2013 and concluding on March 31, 2016. At the expiration of the term of this Agreement, the Agreement may be extended for up to three (3) successive periods of one (1) year upon the mutual written agreement of both parties.

SECTION 12. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 13. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 14. PROCESSING, BILLING AND FEES.

A. **Monthly Statement.** On a monthly basis, the Service Provider agrees to bill the City the rates and fees charged under Section 9.A. hereto for all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as for all other Single-Family Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "**Monthly Statement**") before the 5th day of the month, immediately following the month in which such Services were provided, commencing on or before May 5, 2013. Thereafter, the City will remit to the Service Provider in arrears an amount equal to the gross receipts collected from such Monthly Statement. Such remittance shall be made by the City on or before the 20th day of each month (for the immediately preceding month's service) commencing on May 20, 2013. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the number and rate of Single-Family Residential Units which have been billed for that month. The City shall be solely responsible for billing and collecting such rates and fees from all Single-Family Residential Units possessing active water meters within the City's corporate limits, as well as from all other Single-Family Residential requiring the collection, hauling, recycling and disposal of Municipal Solid Waste within the City's corporate limits. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. **Commercial Billing.** On a monthly basis, the Service Provider agrees to bill and collect the rates and fees charged in Sections 9.B. and 9.C. hereof, from all Commercial, Industrial and Multi-Family Residential Units possessing active water meters within the City's corporate limits as well as from all other Commercial, Industrial and Multi-Family Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "**Commercial Billing**").

C. **Billings for Roll-Off Services.** On a monthly basis, the Service Provider will bill and collect the rates charged under Sections 9.D. and 9.E. hereof, from all Residential, Commercial and Industrial Units for the Services performed with respect to Roll-Off and compactor Containers (the "**Roll-Off Billing**").

D. Delinquent Accounts. The City shall notify the Service Provider in writing of any Single-Family Residential Unit that is seven (7) or more days delinquent in paying the City for the Services provided by the Service Provider under Section 4.A. hereof. Upon receipt of such written notice of delinquency, the Service Provider may discontinue its Services to such delinquent Single-Family Residential Unit. Upon further written notification by the City that such Single-Family Residential Unit has paid the delinquent amount owed, the Service Provider shall resume its Services to such Single-Family Residential on the next regularly scheduled collection day. The City shall indemnify and hold harmless the Contractor from any claims, suits, damages, liabilities, or expenses, including, but not limited to, investigation and attorneys' fees, resulting from the Contractor's discontinuance or suspension of its Services upon written notice from the City.

E. Taxes. In addition to the amounts billed and collected by the City under Section 14.A., the City shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services. The Service Provider shall be responsible for billing, collecting and remitting any and all sales, use and services taxes assessed or payable in connection with the Services billed by the Service Provider under Sections 14.B. and 14.C. hereof.

F. Franchise Fee. On a monthly basis, the Service Provider shall remit to the City in arrears (for the immediately preceding month's Services) an amount equal to (i) twelve percent (12%) of the Monthly Statement, plus (ii) twelve percent (12%) of the Commercial Billing, plus (iii) twelve percent (12%) of the Roll-Off Billing (clauses (i) through (iii) collectively referred to as the "Franchise Fee"). The Franchise Fee will be remitted to the City no later than the last day of the month, for the immediately preceding month's services, commencing on or before May 31, 2013.

SECTION 15. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Construction and Demolition Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Construction and Demolition Waste placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction and Demolition Waste. Should excess Municipal Solid Waste or Construction and Demolition Waste continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Construction and Demolition Waste, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste or Construction and Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 16. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Construction and Demolition Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Construction and Demolition Waste may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste or Construction and Demolition Waste has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Construction and Demolition Waste from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 17. HOURS OF SERVICE.

For the Services provided to Single-Family Residential Units hereunder, the Service Provider's hours of service shall be between 7:00 a.m. to 6:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services no less than once each week.

SECTION 18. CUSTOMER SERVICE.

The Service Provider agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 19. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 19.

SECTION 20. VEHICLES AND EQUIPMENT.

Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Construction and Demolition Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week. The Service Provider shall use lighter capacity single-axle collection trucks to service the Single-Family Residential Units located within the City.

SECTION 21. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public and private property, including streets and parking areas, will be protected and preserved.

SECTION 22. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 23. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$500,000
(3) Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
(4) Automobile Liability	\$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
(5) Pollution Legal Liability	\$2,000,000 each loss
(6) Excess or Umbrella	\$5,000,000 per occurrence

To the extent permitted by law, any or all of the insurance coverage required by this Section 23 may be provided under a plan(s) of self-insurance, including coverage provided by the Service Provider's parent corporation. The Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 23.

SECTION 24. INDEMNITY.

To the extent covered by applicable insurance, the Service Provider assumes all risks of loss or injury to property or persons caused by its performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 25. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent

reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 26. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 27. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 28. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas. Venue for any cause of action arising from this Agreement will be in Freestone County, Texas.

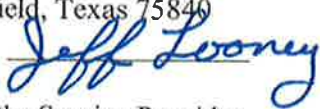
SECTION 29. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Fairfield
222 South Mount Street
Fairfield, Texas 75840

Attn:



If to the Service Provider:

Progressive Waste Solutions of TX, Inc.
P.O. Box 3125
Kilgore, Texas 75663
Attn: District Manager

With a Copy to:

IESI Corporation
2301 Eagle Parkway, Suite 200
Ft. Worth, TX 76177
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 30. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 31. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY OF FAIRFIELD COMMISSION MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 12th DAY OF February, 2013.

PROGRESSIVE WASTE SOLUTIONS
OF TX, INC.

By: Randy Platt
Name: Randy Platt
Title: Dis Mgr

CITY OF FAIRFIELD

By: Roy W. Hill
Name: ROY W. HILL
Title: MAYOR

ATTEST:

By: Jana L. Taylor
Name: Jana L. Taylor
Title: City Secretary



October 1, 2012

Jeff Looney
City Administrator
City of Fairfield
222 South Mount Street
Fairfield, Texas 75433

RE: Proposal with Qualifications for Solid Waste Collection and Disposal

Dear Mr. Looney,

In addition to our proposal of May 7, 2012, I am submitting a proposal for the hauling and disposal of the City of Fairfield's waste water treatment sludge. We propose to provide a 20 yard container with a roll top tarp and a sealed door. With this box a liner is not required. The pricing is as follows:

20 cubic yard box, hauling and disposal		Box Rental per box per Month
\$580.00		\$85.00
-\$70.56	Less Franchise Fee	-\$10.20
<u>\$509.44 Per Haul</u>	<u>Net Cost</u>	<u>\$74.80 Monthly box Rent</u>

I trust this meets with your approval. If you have questions, please call me direct at 903 570 5026.

Respectfully yours,

A handwritten signature in black ink that reads "Tony Cain".

Anthony "Tony" Cain

District Sales Manager

FIRST AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT

This First Amendment to Exclusive Agreement for Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Fairfield, Texas (the "First Amendment") is entered into this ___ day of March, 2019, by and between Waste Connections Lone Star, Inc., as successor-in-interest to Progressive Waste Solutions of TX, Inc. (the "Service Provider") and the City of Fairfield, Texas (the "City").

RECITALS:

WHEREAS, the City and the Service Provider entered into that Exclusive Agreement for Collection and Disposal of Solid Waste dated as of April 1, 2013 (the "Agreement") to provide collection, hauling, and disposal services for Municipal Solid Waste within the City's corporate limits (as such terms are defined in the Agreement); and

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

AGREEMENT:

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

1. **Term**. Upon execution of this First Amendment, Section 11 of the Agreement shall be deleted in its entirety and replaced with the following:

"The term of this Agreement shall be for a period of three (3) years, commencing April 1, 2013 and concluding on March 31, 2016. At the expiration of this Agreement, the Agreement may be extended for up to five (5) successive periods of one (1) year upon the mutual written agreement of both parties."

2. **Extension**. Upon execution of this First Amendment, the parties hereby mutually agree to extend the Agreement through March 31, 2020. The parties also agree that this extension through March 31, 2020 is the fourth of the five extension options.

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

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

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

[Signature page to follow]

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

CITY OF FAIRFIELD, TEXAS

WASTE CONNECTIONS LONE STAR, INC.

By: _____
Title: Mayor

By:  _____
Title: Division Vice President

SECOND AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT

This Second Amendment to Exclusive Agreement for Collection, Hauling and Disposal of Municipal Solid Waste and Construction and Demolition Waste in the City of Fairfield, Texas (the "Second Amendment") is entered into this ____ day of March, 2021, by and between Waste Connections Lone Star, Inc., formerly known as Progressive Waste Solutions of TX, Inc. (the "Service Provider") and the City of Fairfield, Texas (the "City").

RECITALS:

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

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

AGREEMENT:

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

1. Term. Upon execution of this Second Amendment, Section 11 of the Agreement shall be deleted in its entirety and replaced with the following:

"The term of this Agreement shall commence April 1, 2013 and shall conclude on March 31, 2026 (the "Initial Term"). At the expiration of the Initial Term, the Agreement may be extended for up to five (5) successive periods of one (1) year upon the mutual written agreement of both parties."

2. City Services; Community Support. Upon the execution of this Second Amendment, Section 6.B. shall be deleted in its entirety and replaced with:

"The Service Provider will provide, at no cost to the City, two (2) thirty yard Roll-Offs for use during City's semi-annual clean-up events. Additionally, in support of the residents of the City, Service Provider (or one of its affiliates), shall contribute annually to the funding of scholarships for two (2) students at a City high school in the amount of \$1,000.00 per scholarship (a total of \$2,000.00 per year)."

3. Bulky Items. Upon the execution of this Second Amendment, the first sentence of Section 7.A. shall be deleted in its entirety and replaced with the following:

"The Service Provider will collect up to three (3) yards of Bulky Items from Single-Family Residential Units on the last Wednesday of each month; provided that (i) the Single-Family Residential Units requiring such collections shall notify the Service Provider no later than 5:00 p.m. on the Friday immediately preceding the scheduled collection day, (ii) the Bulky Items are placed at the curbside not later than 7:00 a.m. on

the scheduled collection day, and (iii) the collective weight of the Bulky Items do not exceed one hundred (100) pounds.”

4. Single-Family Residential Unit Services. Effective as of April 1, 2021, Section 9.A. shall be deleted in its entirety and replaced with the following:

“For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) (A) \$10.99 per month for each Single-Family Residential Unit utilizing one Roll-Out or (B) \$5.97 per month for each Single-Family Residential Unit utilizing one Roll-Out and receiving the senior citizen rate (head of the household is 65 years of age or older), plus (ii) \$3.00 per month for each additional Roll-Out utilized by such Single-Family Residential Unit. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.”

5. Commercial Hand Collect Unit Services. Effective as of April 1, 2021, Section 9.B. shall be deleted in its entirety and replaced with the following:

“For the Services provided to Commercial Hand Collect Units under Section 4.D. hereof, the Service Provider shall charge (i) \$17.50 per month for each Commercial Hand Collect Unit utilizing one Roll-Out, plus (ii) \$10.00 per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and sewer services.”

6. Commercial, Industrial and Multi-Family Residential Unit Services. Effective as of April 1, 2021, Section 9.C. shall be deleted in its entirety and replaced with the following:

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

	1xPer Week	2xPer Week	3xPer Week	4xPer Week	5xPer Week
1YD	\$ -	\$ -	\$ -	\$ -	\$ -
2YD	\$ 65.27	\$ 113.21	\$ 191.81	\$ 235.52	\$ 270.69
3YD	\$ 75.92	\$ 135.86	\$ 238.42	\$ 292.76	\$ 336.67
4YD	\$ 93.24	\$ 157.16	\$ 245.07	\$ 300.93	\$ 346.07
6YD	\$ 127.86	\$ 197.14	\$ 263.73	\$ 324.47	\$ 373.13
8YD	\$ 151.26	\$ 245.07	\$ 350.31	\$ 447.45	\$ 505.49

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

Size of Container	Each Additional Collection
2 cubic yards	\$41.29
3 cubic yards	\$45.28

4 cubic yards	\$47.95
6 cubic yards	\$54.61
8 cubic yards	\$61.26

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

7. Roll-Off Services. Effective as of April 1, 2021, Section 9.D. shall be deleted in its entirety and replaced with the following:

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

Dumpster	Delivery	Haul Rate	Rent/Day
20 Yard	\$147.50	\$450.00	No Charge
30 Yard	\$147.50	\$525.00	No Charge
40 Yard	\$147.50	\$585.00	No Charge

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

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

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

<u>Service Type</u>	<u>Rate</u>
Delivery Fee	To be negotiated between Service Provider and Customer
Haul Fee (30 yard Compactor)	\$640.00 per haul
Rental Fee	To be negotiated between Service Provider and Customer

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the compactor Services to be provided.

The compactor Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The compactors provided pursuant to this Section 9.E. must be located within the City in accordance with City ordinances and policies.”

9. City Roll-Off Services. Upon the execution of this Second Amendment, the first sentence of Section 9.F. shall be deleted in its entirety and replaced with the following:

“For the Roll-Off Service provided to the City, the Service Provider shall bill the City \$416.72 per haul. Notwithstanding anything to the contrary contained herein, the Franchise Fee (as defined below) shall not apply to the services set forth in this Section 9.F.”

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

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

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

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

CITY OF FAIRFIELD, TEXAS

WASTE CONNECTIONS LONE STAR, INC.

By: _____
Title: Mayor

By: John Schuff
Title: Division V.P.

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

AGENDA DATE:	March 8, 2022	AGENDA ITEM	Racial Profiling Report
AGENDA SUBJECT:	Discussion and possible action on the annual Racial Profiling Report created by the Fairfield Police Department		
PREPARED BY:	Nate Smith/David Utsey	Date Submitted:	March 4, 2022
EXHIBITS:	Report		
BUDGETARY IMPACT			
CITYADMINISTRATOR APPROVAL:			
SUMMARY:			
Chief Utsey will deliver the presentation			
RECOMMENDED ACTION:			
Recommend approval			

Racial Profiling Report | Full

Agency Name: FAIRFIELD POLICE DEPT.
Reporting Date: 01/28/2022
TCOLE Agency Number: 161201

Chief Administrator: DAVID UTSEY

Agency Contact Information:
Phone: (903) 389-3901
Email: david.utsey@fairfieldtexas.net

Mailing Address:
839 East Commerce
PO Box 1149
FAIRFIELD, TX 75840

This Agency filed a full report

FAIRFIELD POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the FAIRFIELD POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the FAIRFIELD POLICE DEPT. if the individual believes that a peace officer employed by the FAIRFIELD POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the FAIRFIELD POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the FAIRFIELD POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The FAIRFIELD POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: David Utsey
Chief

Date: 01/28/2022

Total stops: 396

Street address or approximate location of the stop

City street	113
US highway	186
County road	1
State highway	88
Private property or other	8

Was race or ethnicity known prior to stop?

Yes	9
No	387

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	10
Black	90
White	233
Hispanic / Latino	63

Gender

Female	166
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	32
White	104
Hispanic / Latino	26
Male	230
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	59
White	127
Hispanic / Latino	38

Reason for stop?

Violation of law	41
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	10
White	22

Hispanic / Latino	9
Preexisting knowledge	6
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	0
Hispanic / Latino	4
Moving traffic violation	264
Alaska Native / American Indian	0
Asian / Pacific Islander	10
Black	67
White	149
Hispanic / Latino	38
Vehicle traffic violation	85
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	21
White	57
Hispanic / Latino	7
Was a search conducted?	
Yes	19
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	12
Hispanic / Latino	3
No	377
Alaska Native / American Indian	0
Asian / Pacific Islander	10
Black	84
White	224
Hispanic / Latino	59
Reason for Search?	
Consent	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1

Hispanic / Latino	2
Contraband	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	2
Probable	13
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	11
Hispanic / Latino	0
Inventory	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was Contraband discovered?

Yes 9

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	5
Hispanic / Latino	2

No 10

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	7
Hispanic / Latino	1

Did the finding result in arrest?

(total should equal previous column)

Yes	0	No	0
Yes	0	No	0
Yes	0	No	2
Yes	0	No	5
Yes	0	No	2

Description of contraband

Drugs	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	7
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	4
Hispanic / Latino	2
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0

Result of the stop

Verbal warning	86
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Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	23
White	53
Hispanic / Latino	6
Written warning	197
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	47
White	121
Hispanic / Latino	26
Citation	111
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	27
White	55
Hispanic / Latino	26
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	2
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	396
Alaska Native / American Indian	0
Asian / Pacific Islander	10
Black	90
White	233
Hispanic / Latino	63

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☒
Use Department's submitted analysis	☐

Optional Narrative

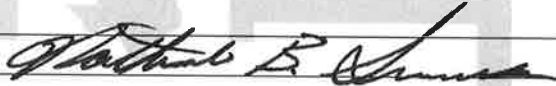
N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

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

AGENDA DATE:	March 8, 2022	AGENDA ITEM	Grant Application for Patrol Unit Upgrade
AGENDA SUBJECT:	Discussion and possible action on Resolution 2022-03-08 PATROL UNITS, a grant application to the Office of the Governor.		
PREPARED BY:	Nate Smith/Rodney Price	Date Submitted:	March 3, 2022
EXHIBITS:	Resolution		
BUDGETARY IMPACT			
CITYADMINISTRATOR APPROVAL: 			
SUMMARY: Chief David Utsey will explain the grant request.			
RECOMMENDED ACTION: Recommend approval			

RESOLUTION 2022-03-08 PATROL UNITS

Criminal Justice Program, FY 2023

Grant Number: 4456401

WHEREAS, The City of Fairfield, Texas finds it in the best interest of the citizens of Fairfield, Texas, Freestone County that the Fairfield Police Department be equipped with newer in-car video and radar equipment; and

WHEREAS, the City of Fairfield agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Fairfield assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Fairfield designates the City Administrator as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Fairfield, Texas approves submission of the Criminal Justice Program FY2023 application for the patrol unit upgrade project to the Office of the Governor.

Grant Number: 4456401

MOTION, MADE, PASSED AND APPROVED THIS 8th day of March, 2022.

City of Fairfield

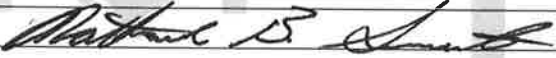
By: _____

Kenneth Hughes, Mayor

ATTESTED: _____

Misty Richardson, City Secretary

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

AGENDA DATE:	March 8, 2022	AGENDA ITEM	Rifle-resistant body armor grant resolution
AGENDA SUBJECT:	Discussion and possible action on Resolution 2022-03-08 RIFLE ARMOR, a grant application to the Office of the Governor.		
PREPARED BY:	Nate Smith/Rodney Price	Date Submitted:	March 3, 2022
EXHIBITS:	Resolution		
BUDGETARY IMPACT			
CITYADMINISTRATOR APPROVAL: 			
SUMMARY: Chief David Utsey will explain the grant request.			
RECOMMENDED ACTION: Recommend approval			

RESOLUTION 2022-03-08 RIFLE ARMOR

Criminal Justice Program, FY 2023

Grant Number: 4456501

WHEREAS, The City of Fairfield, Texas finds it in the best interest of the citizens of Fairfield, Texas, Freestone County that the Fairfield Police Department be equipped with rifle-resistant body armor; and

WHEREAS, the City of Fairfield agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Fairfield assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Fairfield designates the City Administrator as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Fairfield, Texas approves submission of the Criminal Justice Program FY2023 application for the body armor upgrade project to the Office of the Governor.

Grant Number: 4456501

MOTION, MADE, PASSED AND APPROVED THIS 8th day of March, 2022.

City of Fairfield

By: _____

Kenneth Hughes, Mayor

ATTESTED: _____

Misty Richardson, City Secretary