



**City of New Fairview  
City Council  
Regular Meeting  
999 Illinois Lane  
Monday, November 7, 2022, at 7:00 pm**

**REGULAR SESSION**

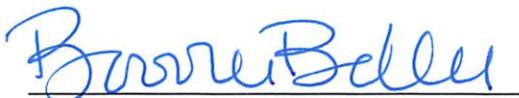
1. **Call to Order and Determination of Quorum**
2. **Pledge to the Flags.**
  - A. **United States of America**
  - B. **Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.**
3. **Public Comment:** The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign-in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens the opportunity to speak, there is a three-minute limitation on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.
4. **Consent Agenda:** All matters as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. An item can be removed from the consent agenda by the City Administrator, Mayor, or any member of the City Council and will be considered after approval of the consent agenda.
  - A. **Approval of the October 2022 Financial Report.**
  - B. **Approve the City Council Meeting minutes for October 17, 2022.**
5. **New Business:** All matters listed in New Business will be discussed and considered separately.
  - A. **Receive, consider, and act on a Resolution authorizing the City Administrator to execute a Professional Services Agreement with MHW Group, PC to conduct the annual audit for the fiscal year ending on September 30, 2022.**
  - B. **Receive, consider, and act on authorizing the purchase of a Crack Seal Trailer through Sourcewell.**
  - C. **Receive, consider, and act on authorizing the purchase of a KM8000T Hotbox Trailer through Sourcewell.**
  - D. **Receive, consider and act on appointing members to the Planning and Zoning Commission.**
6. **Executive Session:** In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following:

- A. § 551.071(1): Consultation with the City Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act regarding: Employment Agreement for John Cabrales, Jr.
- B. §551.074: (a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: Employment Agreement for John Cabrales, Jr.

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

8. **Adjournment**

I, the undersigned authority, do hereby certify the above notice of the meeting of the City Council of New Fairview, is a true and correct copy of the said notice that I posted on the official posting place at New Fairview City Hall, FM 407, New Fairview, Texas, a place of convenience and readily accessible to the general public at all times, and on its website, said notice being posted this 14th day of October, 2022 at 5:00 PM at least 72 hours preceding the meeting time.

  
Brooke Boller, City Secretary

SEAL:



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



**City of New Fairview  
City Council  
Regular Meeting Minutes  
999 Illinois Lane  
Monday, October 17, 2022, at 7:00 pm**

**THE CITY COUNCIL CONVENED INTO A CITY COUNCIL MEETING THE SAME BEING OPEN TO THE PUBLIC, THE 17TH DAY OF OCTOBER IN THE NEW FAIRVIEW CITY HALL AND NOTICE OF SAID MEETING GIVING THE TIME PLACE AND SUBJECT THEREFORE HAVING BEEN POSTED AS PRESCRIBED BY ARTICLE 5 OF THE TEXAS GOVERNMENT CODE WITH THE FOLLOWING MEMBERS PRESENT:**

**CITY COUNCIL**

**Mayor John Taylor  
Mayor Pro Tem Steven King  
Place 1 Councilwoman Harvey Lynn Burger  
Place 2 Councilman John Fissette  
Place 3 Councilman Walter Clements  
Place 5 Councilman Jimmy Royston**

**City Staff**

**John Cabrales Jr, City Administrator  
Brooke Boller, City Secretary  
Robert (Robin) Cross, City Attorney (Virtual)**

**WORK SESSION**

- 1. Call to Order and Determination of Quorum (Regular Session called to order by Mayor John Taylor at 7:00 pm; Roll Call with the above-mentioned names.)**
- 2. Receive a report and hold a discussion regarding Water & Wastewater needs and opportunities  
Council received a presentation from City Administrator John Cabrales. Council has asked the City Administrator to start the conversation with the City of Justin regarding water & wastewater. The City Administrator was also instructed to apply for the CCN once the City hears back from Justin.**
- 3. Adjournment  
Mayor John Taylor adjourned the work session at 8:13pm and requested a 10 minute break.**

**REGULAR SESSION**

- 1. Call to Order and Determination of Quorum (Regular Session called to order by Mayor John Taylor at 8:23 pm; Roll Call with the above-mentioned names.)**

2. Pledge to the Flags.
  - A. United States of America
  - B. Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.
  
3. **Public Comment:** The City Council invites persons with comments or observations related to city issues, projects, or policies to briefly address the City Council. Anyone wishing to speak should sign-in with the City Secretary before the beginning of the City Council Meeting. In order to expedite the flow of business and to provide all citizens the opportunity to speak, there is a three-minute limitation on any person addressing the City Council. State law prohibits the City Council from discussing or taking action on any item not listed on the posted agenda.
  
4. **Consent Agenda:** All matters as Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. An item can be removed from the consent agenda by the City Administrator, Mayor, or any member of the City Council and will be considered after approval of the consent agenda.
  - A. Approval of the September 2022 Financial Report and fourth quarter Investment Report.
  - B. Approve the City Council Meeting minutes for October 3, 2022.

**Motion: Councilman Walter Clements**  
**Second: Councilman Jimmy Royston**  
**Vote: All in Favor**  
**Result: The Financial reports and City Council Meeting minutes for October 3, 2022 were approved.**
  
5. **New Business:** All matters listed in New Business will be discussed and considered separately.
  - A. Receive, consider, and act on purchase of a Crack Seal Trailer.

**Motion: Councilman Walter Clements**  
**Second: Councilman Harvey Lynn Burger**  
**Vote: For: Councilman Harvey Lynn Burger, Councilman John Fissette, Councilman Walter Clements and Councilman Jimmy Royston**  
**Against: Mayor Pro Tem Steven King**  
**Result: Motion was Tabled. Council would like to see three quotes**
  
  - B. Receive, consider, and act on purchase of a Hotbox Trailer.

**Motion: Councilman Walter Clements**  
**Second: Councilman Harvey Lynn Burger**  
**Vote: For: Councilman Harvey Lynn Burger, Councilman John Fissette, Councilman Walter Clements and Councilman Jimmy Royston**  
**Against: Mayor Pro Tem Steven King**  
**Result: Motion was Tabled. Council would like to see three quotes**
  
6. **Executive Session:** Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; discuss IT network or critical infrastructure security pursuant to §551.089, Texas

Government Code; and to consult with the City Attorney pursuant to §551.071, Texas Government Code. The Council may go into closed session at any time when permitted by Chapter 551, Texas Government Code or Chapter 418, Texas Tax Code. Before going into closed session, a quorum of the Council must be present, the meeting must be convened as an open meeting pursuant to proper notice, the presiding officer must announce that a closed session will be held and must identify the sections of Chapter 551 or 418, Texas Government Code authorizing the closed session.

A. Section 551.071 – Dis-annexation petition

**Council broke for executive session at 9:15pm**

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

**Council returned at 9:15pm.**

**City Secretary Brooke Boller spoke in regard to the Dis-annexations stating the following**

1. A petition to “Disannex of Chisholm Hills Subdivision (Ph1,2,and 3) and Martindale Ln” was submitted to the Mayor at the Oct 3, 2022 City Council meeting.
2. The petition appeared to be an online document and it did not contain any original signatures.
3. The City Secretary is required to review and certify all signatures on a petition, and that was not possible since there were not any signatures.
4. The submitted petition is defective because it does not meet either the requirements of the Texas Local Government Code, Chapter 43, Subchapter G, nor that of the Election Code Chapter 277
5. The City Secretary will inform the person that submitted the petition that the petition is defective, and no further action can be taken on the petition.

8. Adjournment

**Motion: Councilman John Fissette**

**Second: Councilman Jimmy Royston**

**Vote: All in Favor**

**Result: Meeting was adjourned at 9:20pm.**

**MINUTES APPROVED ON THIS, THE 17TH DAY OF OCTOBER 2022:**

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**John Taylor, Mayor**

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**Brooke Boller, City Secretary**



## CITY COUNCIL AGENDA MEMO

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Prepared By: John Cabrales Jr, City Administrator

November 7, 2022

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### Professional Service Agreement with MWH Group

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#### **DESCRIPTION:**

Receive, consider, and act on a Resolution authorizing the City Administrator to execute a Professional Services Agreement with MWH Group, PC to conduct the annual audit for the fiscal year ending on September 30, 2022.

#### **BACKGROUND INFORMATION:**

On October 18, 2021, the Council approved a professional services agreement with William C Spore, PC and MWH Group, PC to conduct the annual audit for the fiscal year ending on September 30, 2021 (Resolution 202110-01-188). The agreement maintained that Mr. Spore would prepare the balance sheet schedules and would then provide them to MWH Group to conduct the audit.

In prior years, the City Auditor was allowed to prepare and then audit the balance sheet schedules but changes to the governmental auditing standards require that if the auditor prepares the schedules and then audits them himself the auditor is required to submit his work papers to a third-party review prior to issuance of the audit report. Since Mr. Spore was a single member accounting firm, he recommended contracting with MWH Group to conduct the audit. The cost for preparing the balance sheet schedules for the FY 2021 annual audit is \$500 for Mr. Spore since he had already been contracted by the City to do a deep dive audit of the fiscal year. The MWH Group will conduct the FY 2021 audit for \$2,500.

Unfortunately, the FY 2021 annual audit is still not completed. Staff has tried multiple times to make contact with Mr. Spore via telephone and email and have received no response back. Staff was able to make contact with Ms. Valerie Halverson, CPA, with the MWH Group and she informed us they had heard from Mr. Spore but were still waiting on the balance sheet schedules for our City. He was also overdue in getting balance sheet schedules to them for other cities he is working on as well. Ms. Halverson is assisting staff in getting Mr. Spore to complete the paperwork so that they can begin the FY 2021 audit and bring it back to council

The City must also contract with an auditor to conduct the annual audit for the FY 2022 fiscal year ending on September 30, 2022. Given the difficulties experienced with Mr. Spore, staff asked MWH Group to submit an engagement letter (attached) for conducting the FY 2022 audit. They will perform all the functions and reviews needed to conduct this annual audit.

Staff recommends approval of the resolution.

**FINANCIAL CONSIDERATION:**

The MWH Group fee for this service will be at their standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that they agree that their gross fee, including expenses, will not exceed \$9,500 - \$11,500. The current fiscal year has \$7,000 budgeted in the City Administration Department for the annual audit.

**RECOMMENDED MOTIONS:**

I move to **Approve/Deny** the Resolution authorizing the City Administrator to execute a Professional Services Agreement with MHW Group, PC to conduct the annual audit for the 2022 fiscal year ending on September 30, 2022.

**ATTACHMENT(S):**

1. MWH Group Engagement Letter
2. Resolution 202211-01-102



**MWH GROUP**  
CERTIFIED PUBLIC ACCOUNTANTS  
CONSULTANTS

October 20, 2022

John Cabrales Jr., City Administrator  
City of New Fairview  
999 Illinois Lane  
New Fairview, TX 76078

We are pleased to confirm our understanding of the services we are to provide City of New Fairview, Texas for the year ended September 30, 2022.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of City of New Fairview, Texas as of and for the year ended September 30, 2022. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of New Fairview's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of New Fairview's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule
- 3) Schedule of Changes in Pension Liability and Related Ratios
- 4) Schedule of Pension Contributions
- 5) Schedule of Changes in Total OPEB Liability and Related Ratios

**Audit Objectives**

The objective of our audit is the expression of opinions as to The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of City of New Fairview, Texas and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control, relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due

to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of New Fairview's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of City of New Fairview's in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other

matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of MWH Group, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of MWH Group, P.C.'s

personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Valerie Halverson, CPA, is the engagement shareholder and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$9,500 - \$11,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Reporting**

We will issue a written report upon completion of our audit of City of New Fairview, Texas' financial statements. Our report will be addressed to city administration and those charged with governance of New Fairview, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that City of New Fairview, Texas is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to City of New Fairview, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



MWH Group, P.C.

RESPONSE:

This letter correctly sets forth the understanding of City of New Fairview, Texas; [in addition to the terms contained in Attachment A, which is incorporated for all purposes.](#)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment “A”**  
**Statutorily Required Provisions**

**1. Verification Regarding Energy Company Boycotts.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under § 2274.002, TEX. GOV’T. CODE, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, **MWH Group** hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with § 2274.002, TEX. GOV’T. CODE, as amended, to the extent § 2274.002, TEX. GOV’T. CODE does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in § 809.001, TEX. GOV’T. CODE. **MWH Group** understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

**2. Certifications Regarding Terrorist Organizations and Boycott of Israel.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 TEX. GOV’T. CODE, **MWH Group** hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 TEX. GOV’T. CODE, **MWH Group** and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (TEX. GOV’T. CODE §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing verification is made solely to comply with Chapter 2271, TEX. GOV’T. CODE, to the extent the applicable provision in Chapter 2271.001, TEX. GOV’T. CODE does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott Israel” shall have the meaning assigned to such term in § 808.001(1), TEX. GOV’T. CODE. **MWH Group** understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

**3. **MWH Group**** agrees to comply with the provisions of state law requiring disclosure of conflicts of interest, including TEX. LOCAL GOV’T. CODE, Chapter 176, filing a Conflict of Interest Questionnaire with the City Secretary, disclosing any business relations with City officials, <https://www.ethics.state.tx.us/forms/conflict/> and TEX. GOV’T. CODE § 2252.908, filing a Certificate of Interested Parties online with the Texas Ethics Commission <https://www.ethics.state.tx.us/filinginfo/1295/>



**CITY OF NEW FAIRVIEW, TEXAS  
RESOLUTION 202211-01-102**

**A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS, APPROVING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH MWH GROUP, PC, TO CONDUCT THE ANNUAL AUDIT FOR THE FISCAL YEAR ENDING ON SEPTEMBER 30, 2022; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Fairview is an incorporated city in the State of Texas and a General Law city as classified by the Texas Municipal Code; and

**WHEREAS**, Section 103.001 of the Local Government Code requires a municipality to have its records and accounts audited annually and prepare an annual financial statement based upon the audit; and

**WHEREAS**, Section 103.002 of the Local Government Code requires that a municipality shall employ at its own expense a certified public accountant who is licensed in this state or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy to conduct an annual audit and prepare the financial statement; and

**WHEREAS**, the City of New Fairview desires to enter into an agreement with MWH Group for a not to exceed amount of \$11,500.00, to audit the City's financials and prepare an annual audit report.

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

**SECTION 1.** That engagement letter for audit services, a copy of which is attached hereto as Exhibit "A" and made a part hereof for all purposes, is hereby authorized and approved.

**SECTION 2.** That the City Administrator is hereby authorized to execute and the City Secretary to attest, as needed, an engagement letter for audit services for the fiscal year ending September 30, 2022.

**SECTION 3:** This Resolution shall take effect immediately upon its passage, as provided by law.

**PRESENTED AND PASSED** on this 7th day of November 2022, at a regular meeting of the New Fairview City Council.

JOHN TAYLOR, Mayor

ATTEST:

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BROOKE BOLLER, City Secretary



## CITY COUNCIL AGENDA MEMO

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Prepared By: John Cabrales Jr, City Administrator

November 7, 2022

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### Purchase of Crack Seal Trailer

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#### **DESCRIPTION:**

Receive, consider, and act on authorizing the purchase of a Super Shot 60D Crack Seal Trailer through Sourcewell.

#### **BACKGROUND INFORMATION:**

The City Council has directed staff to focus on maintenance and reconstruction of our public infrastructure including our roads. In an effort to accomplish this staff assessed equipment and personnel needs and determined that the addition of a crack seal trailer is needed. This piece of equipment will allow us to do proper preventive maintenance on our asphalt roads by sealing road cracks and preventing further degradation of the street. This will allow a single person to do that actual crack sealing, as compared to the three people needed for a cold seal process. This equipment also holds 240 linear feet per trailer load of emulsion so allows us to cover more road in less time.

The purchase of this equipment was discussed with the Council during the formulation of the Fiscal Year 2022-23 Budget. As a result, it is included in the Capital Outlay section of the Public Works Department Budget that was approved by the Council.

Sourcewell is a Purchasing Cooperative that was created to increase the purchasing power of government entities, nonprofits, universities, and schools to simplify their purchasing by using a customized online purchasing system. Their cooperative purchasing model is a "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Cooperatives save money in two primary fashions: the price of the product purchased and/or in the administrative cost savings from eliminating a formal bid/proposal process. The City is a member of Sourcewell, and membership is free.

This item was discussed at the October 17 council meeting and staff was directed to look into some other crack seal trailers that were presented by Council Member Burger. Staff was directed to do an “apples to apples” comparison of the trailers and submit the information back to the council. The comparison table was emailed to the council and is attached as well.

**FINANCIAL CONSIDERATION:**

The Sourcewell quote is for \$47,115.44 and includes a \$1,500 freight charge. On Oct. 3, 2022, the City Council approved a loan agreement with Government Capital that included the borrowing of money for this piece of equipment. Per the loan terms, the first payment for the principal and interest of the loan will not occur until October 2023.

**RECOMMENDED MOTIONS:**

I move to **Approve/Deny** the authorizing of the purchase of a Super Shot 60D Crack Seal Trailer from Sourcewell.

**ATTACHMENT(S):**

1. Sourcewell Quote
2. Comparison Table



6165 W. Detroit St.  
Chandler, AZ 85226  
(602) 276-0406 (800) 528-8242

**QUOTE #** BBBQ46399-01

Date Quoted 7/26/2022  
EXPIRATION DATE 12/31/2022

**Due to extreme market volatility of raw materials, quotes are reviewed and revised after 30 days. Products ordered for shipment after the expiration date on this quote will be adjusted to the price in the quote valid at the time of the shipment.**

<b>Quote To:</b>	Account Code: 932428	<b>Ship To:</b>	Account Code: 932428
------------------	----------------------	-----------------	----------------------

**CITY OF NEW FAIRVIEW**  
**BEN NIBARGER**  
999 ILLINOIS LANE  
NEW FAIRVIEW, TX 76078  
US

CITY OF NEW FAIRVIEW  
999 ILLINOIS LANE  
NEW FAIRVIEW, TX 76078  
US

**Phone:** 817-638-5366

**Fax:**

BEN NIBARGER

**Email:** ben@newfairview.org

817-638-5366

ben@newfairview.org

**Project Title:**

**Bid Date:**

**Terms:** NET 30

**Bid Number:**

**F.O.B.:** PPA- Delivered; freight includ

**Project Start Date:**

**Ship Via:** Truck/Common Carrier

**Ship Before:** 12/31/2022

**Sales Group:**

**Quote Effective Dates:** 7/26/2022 TO 12/31/2022

**Quoted By:** Chase Smith

**Sales Office:** TX3- Chase Smith

**Estimated Time to Ship After Receipt of Order:** Quoted at time of order

<b>Customer:</b>	CITY OF NEW FAIRVIEW	<b>Quote Number</b>	BBBQ46399-01
<b>Project Title:</b>		<b>Date</b>	07-26-22

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
<b>PRICING PER BUY BOARD CO-OP PROGRAM #597-19</b>					
58700NBASE-AZ03	SS60D TRAILER BASE USA 1/2022	EA	1	\$41,310.0000	\$41,310.0000
45535-AZ03	ENGINE COVER ASSEMBLY - INCLUDED	EA	1	\$0.0000	\$0.0000
20018-AZ03	2 5/16" BALL HITCH, 8.5K GVWR REV.J	EA	1	\$220.0000	\$220.0000
24183-AZ03	7 ROUND PIN CONNECTOR W/ CABLE GUARD R.A	EA	1	\$0.0000	\$0.0000
<b>** OPTIONS TYPICALLY SELECTED BY CITY/COUNTY AGENCIES **</b>					
20120-AZ03	18" HITCH EXTENSION ASSY RVD	EA	1	\$496.0000	\$496.0000
24086-AZ03	LOCKED BATT. BOX R.J	EA	1	\$236.0000	\$236.0000
24096K-AZ03	FLASH BAR (ROTATING BEACON) KIT R-A		1	\$440.6400	\$440.6400

07/27/22 16:27:02

We value your business.

Page 1 of 3

<b>Customer:</b>	<b>CITY OF NEW FAIRVIEW</b>	Quote Number	BBBQ46399-01
<b>Project Title:</b>		Date	07-26-22

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
		EA			
24190K-AZ03	OVERNIGHT HEATER W/FITTING	EA	1	\$288.0000	\$288.0000
26058-AZ03	10# FIRE EXT. W/COVER REV.B	EA	1	\$192.0000	\$192.0000
26059-AZ03	FIRE EXT. BRKT FOR 10#, REV.A	EA	1	\$76.0000	\$76.0000
26098-AZ03	TOOL BOX REV.F	EA	1	\$76.8000	\$76.8000
26119-AZ03	3/8 HOOK W/SAFETY LATCH REV.B	EA	2	\$52.0000	\$104.0000
43549-AZ03	SPARE TIRE KIT ST225/75R15 R.A	EA	1	\$296.0000	\$296.0000
38750K-AZ03	VISUAL SAFETY AID - WORK AREA CAMERA SYSTEM, PHANTOM RO	EA	1	\$1,100.0000	\$1,100.0000
38700N-AZ03	AUDIBLE SAFETY AID - DRIVER ALERT SYSTEM, COMPLETE KIT RO	EA	1	\$780.0000	\$780.0000
6008224	FREIGHT CHARGE	ea	1	\$1,500.0000	\$1,500.0000

<b>Sales Tax</b>	\$0.00
<b>Sub Total</b>	\$47,115.44
<b>Shipping</b>	\$0.00
<b>Total</b>	\$47,115.44

***Due to extreme market volatility all prices and availability are subject to change without notice, all quotes to be confirmed at time of order and subject to inventory status.***

**COMMENTS:**

PRICING PER BUY BOARD CO-OP PROGRAM #597-19

Free training and 2 year warrenty upon delivery  
FOB Chandler, AZ

For questions or comments please call or email:  
Chase Smith 469-520-4622  
chase.smith@crafco.com  
Send orders to customerservice@crafco.com

Crafco Service Facilities :      2413 Richland Ave  
Farmers Branch, TX 75234  
214-473-4025

2103 Danbury St  
San Antonio, TX 78217  
210-496-2070

**NOTE:**

**PAYMENT POLICY:**

A deposit of 50% of the purchase price is required on all equipment orders. Payment of cash, wire transfer or cashier's check for equipment is required at the time of delivery. Personal or Company checks must be deposited and the equipment will not be released until the funds clear. (7-10 days is typical)

**WARNING:**

Products on this quote may be labeled in accordance with California Proposition 65. California purchasers refer to <http://crafco.com/resources/Prop-65.xlsx>

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf>

Quantities may be limited at Crafco's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

**FOB DEFINITIONS:**

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

**Pavement Preservation Products Restocking Policy**

**RETURN POLICY**

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

**Nonreturnable Products**

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned. No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

**Restocking Fees**

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

**How to Return an Item**

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.

# Super Shot™ 60D

## Hot-Applied Sealant Melter / Applicator



### Introducing the Super Shot 60D, the most technologically advanced melter available

#### *The ultimate in efficiency and ease of use!*

- Digital control feature accurately controls and regulates the heating temperature of sealant and transfer oil
- Patented internal pumping system requires no clean out; features a hydraulic flow rate adjuster
- "On demand" pumping - applies sealant ONLY when operator squeezes the wand trigger
- Heated hose and wand ensures sealant is applied at required temperature to tenaciously bond to the pavement
- Ergonomically designed for ease-of-use and safety, reducing risk of injury and operator fatigue



Delivering confidence through innovation, quality, and value since 1976, Crafcro is the world's leading manufacturer in quantity and diversity of packaged pavement preservation products for asphalt and concrete. At Crafcro, we employ the same core values that we apply to our pavement preservation products, to our state-of-the-art equipment. Crafcro is the only company to manufacture pavement preservation products and the quality equipment to apply them.

"ALL NEW!" Crafcro Super Shot 60D sealant melter/applicator is a compact diesel powered unit that is suitable for many situations, including local roads and parking lots. The Super Shot 60D melter/applicator is one of the safest and easiest machines to operate in the industry.

The Super Shot 60D is designed with many performance and safety innovations to save you time and protect both your crew and the machine.



Delivering Confidence Through Innovation, Quality and Value Since 1976

# Features & Benefits



### Ease of Operation

- Integrated Control Box houses all gauges
- Digital temperature readouts
  - Heating oil temperature
  - Hose temperature
  - Sealant temperature
- All functions of the machine are controlled automatically
  - Burner
  - Agitation
  - Pump
  - Engine



### Heated hose & wand

- Crafcro manufactures the best quality, long-lasting heated hose that maintains a consistent sealant application temperature
- Wand can be repaired in the field
- No valves or complicated operating instructions



### Safety Features

- The following safety features are included on ALL Crafcro melters:
- A lid activated automatic agitator shut-off
  - Auto shut-down of the pump when dispensing trigger is released
  - Splash-proof lid allows for:
    - Safe loading of material
    - Crew is protected from fumes and hot material



### Reliability

- Super Shot 60D uses an ultra reliable diesel engine
- Optimal operating RPM is factory set
- Comes with 2 year factory warranty

## Super Shot 60D Trailer Model Specifications (Also available as a skid mount unit)

	Trailer	Skid (not pictured)
<b>Dimensions:</b>	140" (355 cm) L / 70" (177 cm) W / 64.31" (163 cm) H	min. length of 107.8" (274 cm) L / 55.9" (142 cm) W / 59.4" (151 cm) H
<b>Shipping weight:</b>	3,200 lbs. (1,451 kg)	2,800 lbs. (1,300 kg)
<b>Gross weight:</b>	4,200 lbs. (1,905 kg)	n/a
<b>Material capacity:</b>	58 gal. (227 l)	58 gal. (227 l)
<b>Melt rate:</b>	480 lbs./hr (218 kg/hr) <sup>1</sup>	480 lbs./hr (218 kg/hr) <sup>1</sup>
<b>Heat transfer oil:</b>	21 gal. (79 l)	21 gal. (79 l)
<b>Tank construction:</b>	Double boiler	Double boiler
<b>Tank opening:</b>	12.25 in. x 15 in. (311.15 mm x 381 mm)	12.25 in. x 15 in. (311.15 mm x 381 mm)
<b>Loading height:</b>	55.5" (139 cm)	n/a
<b>Heat input:</b>	205,000 BTU	205,000 BTU
<b>Diesel fuel capacity:</b>	26 gal. (98.42 l)	26 gal. (98.42 l)
<b>Hydraulic oil capacity:</b>	26 gal. (98.42 l)	26 gal. (98.42 l)
<b>Engine standard:</b>	Electric Start Diesel Engine with Auto Safety Shutdowns	Electric Start Diesel Engine with Auto Safety Shutdowns
<b>Axle capacity:</b>	4,200 lbs. (1,905 kg)	n/a
<b>Tires:</b>	ST225/75 R15	n/a
<b>Surface area - material tank:</b>	2,538 in. <sup>2</sup> (16,347 cm <sup>2</sup> )	2,538 in. <sup>2</sup> (16,347 cm <sup>2</sup> )
<b>Surface area - oil tank:</b>	3,335 in. <sup>2</sup> (21,516 cm <sup>2</sup> )	3,335 in. <sup>2</sup> (21,516 cm <sup>2</sup> )
<b>Ratio of tank surface area:</b>	1.31:1	1.31:1
<b>Controls:</b>	Standard Super Shot	Standard Super Shot
<b>Control location:</b>	Hydraulic - rear, control box - curb side	Hydraulic - rear, control box - curb side
<b>Hose style:</b>	Electric	Electric
<b>Wand style:</b>	Electric	Electric
<b>Boom:</b>	Dual pillow block bearings	Dual pillow block bearings

1. This is at an ambient temperature of 80°F (26.67°C)



## OPTIONS

- 2-5/16" Ball Hitch - (Trailer Only)
- 2" Pintle Hitch - (Trailer only)
- 2" Ball Hitch - (Trailer only)
- 3" Pintle Hitch - (Trailer only)
- Sealant Tip Adapter
- V-Shaped Squeegee
- 1/2" Round Sealing Tip
- Extra Electric Hose
- Extra Hydraulic Filter
- Tool Box
- Fire Extinguisher Mounted on the skid or trailer frame
- Mast Mounted Strobe Light, Class II
- Mast Mounted Strobe Light, Class I/CA Title 13
- Custom Paint
- Hitch Extension, 18" - (Trailer Only)
- Hitch Extension, 28" - (Trailer Only)
- Hitch Extension, 39" - (Trailer Only)



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# IMPROVING SAFETY BY HAVING VISIBILITY TO YOUR WORK AREA

Introducing the Work Area Camera System, the latest innovation from CrafcO. Continually, the engineering team at CrafcO has been developing new and innovative features for its melter/applicators that have improved crack sealing operations for contractors and agencies.

The new Work Area Camera System improves crew safety and efficiency by providing the driver towing the melter instant feedback on where their crew is working. The camera simply attaches on the back of the melter and the monitor mounts easily to the truck's windshield. Easy to setup, the camera provides live, wireless transmission, so that the driver can see what's happening in and around the melter in real time.



## WORK AREA CAMERA FEATURES

- 5" LED Digital monitor with suction cup mount
- Waterproof backup camera with infra-red night vision
- Instantly pair system without leaving the cab of your truck
- Protective case to safely store the camera system
- 12V Power adapter plugs into your truck's cab power outlet

Available on all new Super Shot, Patcher II, and EZ Series II melters or as a retro fit kit.



**Telescoping mast and adjustable camera** expands the field of vision.

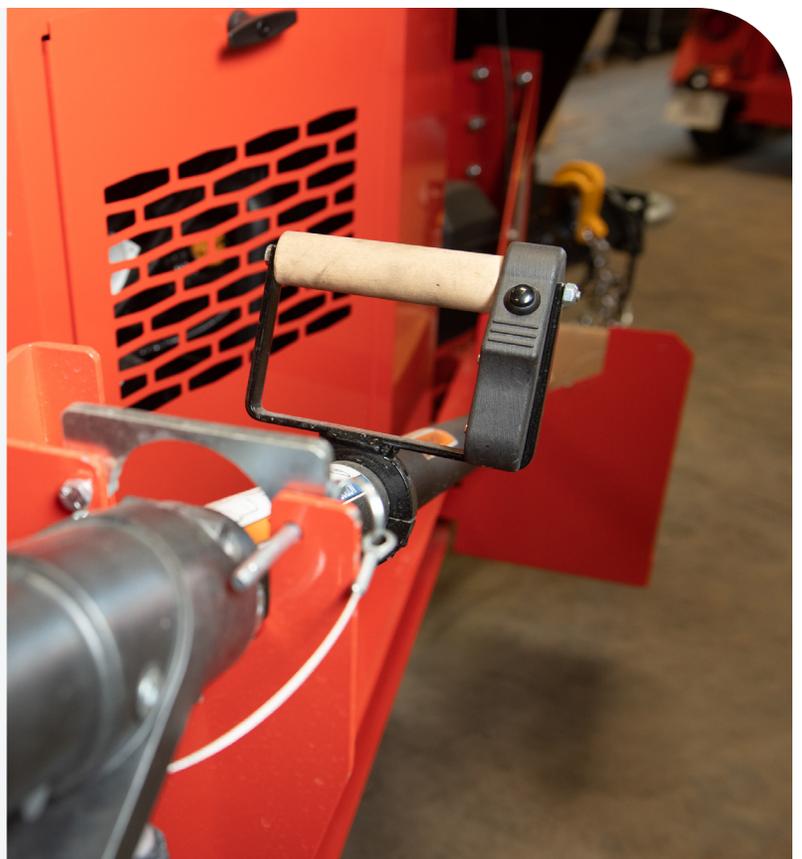
**NATIONWIDE SALES, SERVICE, & RENTALS. GET STARTED AT [CRAFCO.COM/SALES](https://www.crafcO.com/sales)**

NATIONWIDE SUPPORT TEAM • EXPERT FIELD SUPPORT • PRODUCT DEMOS

# IMPROVING THE WAY YOUR CREW COMMUNICATES

Introducing the Driver Alert System, the latest innovation from CrafcO. Over the years, the engineering team at CrafcO has been developing new and innovative features for its melter/applicators that have improved the safety and efficiency of crack sealing operations for contractors and agencies.

The Driver Alert System allows the crew member operating the applicator wand a more effective and efficient way to communicate with the crew and driver towing the melter. With the push of the button, the horn makes a short, high pitched tone that serves as a signal to the crew and driver to move forward, to stop, or to speed up or slow down.



## DRIVER ALERT SYSTEM FEATURES & BENEFITS

- **Enhanced signaling** - The horn's sound output automatically adjusts to ambient noise.
- **Wireless system** - No wires or cables needed; uses only a single A23 battery.
- **Waterproof design** - The horn and transmitter are protected from weather elements.
- **Adjustable transmitter**- Easily reposition the transmitter based on the operator's dominant hand.
- **Easy installation** - The signal and control box each mount to a single bracket.

Available on all new Super Shot and EZ Series II melters with electric heated hoses or as a retro fit kit.

**NATIONWIDE SALES, SERVICE, & RENTALS. GET STARTED AT [CRAFCO.COM/SALES](https://www.crafcO.com/sales)**

NATIONWIDE SUPPORT TEAM • EXPERT FIELD SUPPORT • PRODUCT DEMOS

Comparisson of Crack Seal Trailers																		
Manufacturer	Capacity	Unit Cost	Ball Hitch	Hitch Exgtension	Locked Battery Box	Flash Bar	Overnight Heater	Fire Ext W/Cover & Brkt	Tool Box	3/8 Hook w/Safety Lock	Spare Tire Kit	Visual Safety Aid	Audible Safety Aid	Local Dealer/Ser vice	Heated Hose	Training	Warranty	Bucket or Pump
<b>Crafco SS60</b>	58 gal	\$41,000	\$220	\$496	\$236	\$440	\$288	\$268	\$76	\$104	\$296	\$1,100	\$780	yes	yes	yes	2 YEAR	Pump
<b>Gilcrest TW250</b>	250 gal	\$14,000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	no	no	no	no	<b>Bucket</b>
<b>Marathon</b>	130 gal	\$68,500	\$300	N/A	N/A	\$3,095	STANDARD	STANDARD	\$435	N/A	\$850	\$600	N/A	no	yes	no	1 YEAR	Pump
<b>Seal Master</b>	125 gal	\$82,000	\$193	N/A	STANDARD	\$2,605	STANDARD	\$401	\$518.95	N/A	\$628	\$996	N/A	yes	yes	yes	1 YEAR	Pump
<b>A-110CPT</b>	100 gal	\$36,000	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	no	yes	no	1 YEAR	Pump



## CITY COUNCIL AGENDA MEMO

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Prepared By: John Cabrales Jr, City Administrator

November 7, 2022

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### Purchase of Hotbox Trailer

---

#### **DESCRIPTION:**

Receive, consider, and act on authorizing the purchase of a KM8000T Hotbox Trailer through Sourcewell.

#### **BACKGROUND INFORMATION:**

The City Council has directed staff to focus on maintenance and reconstruction of our public infrastructure including our roads. In an effort to accomplish this staff assessed equipment and personnel needs and determined that the addition of a hotbox trailer is needed. This piece of equipment will allow us to do proper preventive maintenance on our asphalt roads by allowing to properly apply hotmix to our pot repairs. Based on a three-foot (3) by three-foot (3) size pothole this equipment will allow us to repair approximately 12 to 15 potholes. It also comes with a tack oil applicator that gives us an even distribution and not required purchase of any applicators. This will also give us a longer, up to two days, period for us to keep the hotmix in usable form, compared to the couple of hours that it last now.

The purchase of this equipment was discussed with the Council during the formulation of the Fiscal Year 2022-23 Budget. As a result, it is included in the Capital Outlay section of the Public Works Department Budget that was approved by the Council.

Sourcewell is a Purchasing Cooperative that was created to increase the purchasing power of government entities, nonprofits, universities, and schools to simplify their purchasing by using a customized online purchasing system. Their cooperative purchasing model is a "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for State and Local Governments. Sourcewell's analysts streamline the procurement process by developing RFPs and IFBs for national, competitive solicitations that meet or exceed local requirements. Cooperatives save money in two primary fashions: the price of the product purchased and/or in the administrative cost savings from eliminating a formal bid/proposal process. The City is a member of Sourcewell, and membership is free.

This item was discussed at the October 17 council meeting and staff was directed to look into some other hotbox trailers. Staff was directed to do an “apples to apples” comparison of the trailers and submit the information back to the council. The comparison table was emailed to the council and is attached as well.

**FINANCIAL CONSIDERATION:**

The Sourcewell quote is for \$41,890 and includes a \$2,950 freight charge. On Oct. 3, 2022, the City Council approved a loan agreement with Government Capital that included the borrowing of money for this piece of equipment. Per the loan terms, the first payment for the principal and interest of the loan will not occur until October 2023.

**RECOMMENDED MOTIONS:**

I move to **Approve/Deny** the authorizing of the purchase of a KM8000T Hotbox Trailer from Sourcewell.

**ATTACHMENT(S):**

1. Sourcewell Quote
2. Comparison Table



6165 W. Detroit St.  
Chandler, AZ 85226  
(602) 276-0406 (800) 528-8242

**QUOTE #** BBBQ53693-01

Date Quoted 9/30/2022  
EXPIRATION DATE 10/30/2022

**Due to extreme market volatility of raw materials, quotes are reviewed and revised after 30 days. Products ordered for shipment after the expiration date on this quote will be adjusted to the price in the quote valid at the time of the shipment.**

**Quote To:** Account Code: 932428 **Ship To:** Account Code: 932428

**CITY OF NEW FAIRVIEW**  
**BEN NIBARGER**  
999 ILLINOIS LANE  
NEW FAIRVIEW, TX 76078  
US

CITY OF NEW FAIRVIEW  
999 ILLINOIS LANE  
NEW FAIRVIEW, TX 76078  
US

**Phone:** 817-638-5366

**Fax:**

BEN NIBARGER

**Email:** ben@newfairview.org

817-638-5366

ben@newfairview.org

**Project Title:**

**Bid Date:**

**Terms:** NET 30

**Bid Number:**

**F.O.B.:** PPA- Delivered; freight includ

**Project Start Date:**

**Ship Via:** Truck/Common Carrier

**Ship Before:** 10/30/2022

**Sales Group:**

**Quote Effective Dates:** 8/4/2022 TO 10/30/2022

**Quoted By:** Chase Smith

**Sales Office:** TX3- Chase Smith

**Estimated Time to Ship After Receipt of Order:** Quoted at time of order

<b>Customer:</b>	CITY OF NEW FAIRVIEW	<b>Quote Number</b>	BBBQ53693-01
<b>Project Title:</b>		<b>Date</b>	09-30-22

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
<b>PRICING PER BUY BOARD CO-OP PROGRAM #597-19</b>					
KM8000TEDD	4 Ton Trailer Mount - Electric Brake - Diesel - Dump	ea	1	\$27,400.0000	\$27,400.0000
KMSOLVTNK	7 Gallon Utility Solvent Tank - Mounted on Trailer	ea	1	\$375.0000	\$375.0000
KMSPRTRMTD	ST235/80R16 Tire & Rim - Mounted on Trailer	ea	1	\$525.0000	\$525.0000
KM8000DIRARRW	Directional Arrow Board & Controller - Mounted on Unit	ea	1	\$1,450.0000	\$1,450.0000
KMTLRCK	4-6 Hole Tool Rack - Mounted on Trailer	ea	1	\$290.0000	\$290.0000
KMTRCHKITDSL	Hand Torch **Additional Propane Bottle Supplied	ea	1	\$1,150.0000	\$1,150.0000
KM30TCKTNK	30 Gallon Heated Tack Tank	ea	1	\$3,975.0000	\$3,975.0000
KM30SPRSYS	10,000 Btu Propane Burner	ea	1	\$3,275.0000	\$3,275.0000
KM8000EXT	¾ Roper Pump, Spray Wand and 5.5 HP Honda Engine	ea	1	\$3,275.0000	\$3,275.0000
	Adds 2 Ft. to overall length (20 Ft total) to accommodate		1	\$500.0000	\$500.0000

10/04/22 10:15:50

We value your business.

Page 1 of 4

<b>Customer:</b>	<b>CITY OF NEW FAIRVIEW</b>	Quote Number	BBBQ53693-01
<b>Project Title:</b>		Date	09-30-22

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

Part #	Description	Unit	Qty.	Quote Price	Ext. Price
6008224	Options FREIGHT CHARGE	ea EA	1	\$2,950.0000	\$2,950.0000
	SubTotal				\$41,890.0000
58700NBASE-AZ03	SS60D TRAILER BASE USA 1/2022	EA	1	\$41,310.0000	\$41,310.0000
45535-AZ03	ENGINE COVER ASSEMBLY - INCLUDED	EA	1	\$0.0000	\$0.0000
20018-AZ03	2 5/16" BALL HITCH, 8.5K GVWR REV.J	EA	1	\$220.0000	\$220.0000
24183-AZ03	7 ROUND PIN CONNECTOR W/ CABLE GUARD R.A	EA	1	\$0.0000	\$0.0000
20120-AZ03	18" HITCH EXTENSION ASSY RVD	EA	1	\$496.0000	\$496.0000
24086-AZ03	LOCKED BATT. BOX R.J	EA	1	\$236.0000	\$236.0000
24096K-AZ03	FLASH BAR (ROTATING BEACON) KIT R-A	EA	1	\$440.6400	\$440.6400
24190K-AZ03	OVERNIGHT HEATER W/FITTING	EA	1	\$288.0000	\$288.0000
26058-AZ03	10# FIRE EXT. W/COVER REV.B	EA	1	\$192.0000	\$192.0000
26059-AZ03	FIRE EXT. BRKT FOR 10#, REV.A	EA	1	\$76.0000	\$76.0000
26098-AZ03	TOOL BOX REV.F	EA	1	\$76.8000	\$76.8000
26119-AZ03	3/8 HOOK W/SAFETY LATCH REV.B	EA	2	\$52.0000	\$104.0000
43549-AZ03	SPARE TIRE KIT ST225/75R15 R.A	EA	1	\$296.0000	\$296.0000
38750K-AZ03	VISUAL SAFETY AID - WORK AREA CAMERA SYSTEM, PHANTOM RO	EA	1	\$1,100.0000	\$1,100.0000
38700N-AZ03	AUDIBLE SAFETY AID - DRIVER ALERT SYSTEM, COMPLETE KIT RO	EA	1	\$780.0000	\$780.0000
6008224	FREIGHT CHARGE	ea	1	\$1,500.0000	\$1,500.0000
	SubTotal				\$47,115.4400

<b>Sales Tax</b>	\$0.00
<b>Sub Total</b>	\$89,005.44
<b>Shipping</b>	\$0.00
<b>Total</b>	\$89,005.44

***Due to extreme market volatility all prices and availability are subject to change without notice, all quotes to be confirmed at time of order and subject to inventory status.***

**COMMENTS:**

KM Int'l. KM8000 Hotbox:  
Free training and 1 year warranty upon delivery  
FOB North Branch, MI

Crafco SS60D Cracksealing Melter/Applicator:  
Free training and 2 year warranty upon delivery.  
FOB Chandler, AZ

For questions or comments please call or email:  
Chase Smith 469-520-4622  
chase.smith@crafco.com

<b>Customer:</b>	<b>CITY OF NEW FAIRVIEW</b>	Quote Number	BBBQ53693-01
<b>Project Title:</b>		Date	09-30-22

**SALES TAX EXEMPT CERTIFICATE MUST BE PROVIDED AT THE TIME OF ORDER OR SALES TAX WILL BE ADDED TO YOUR ORDER**

<b>Part #</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Quote Price</b>	<b>Ext. Price</b>
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Send orders to customerservice@crafco.com

Crafco Service Facilities :

- 2413 Richland Ave
- Farmers Branch, TX 75234
- 214-473-4025
  
- 2103 Danbury St
- San Antonio, TX 78217
- 210-496-2070

**NOTE:**

**PAYMENT POLICY:**

A deposit of 50% of the purchase price is required on all equipment orders. Payment of cash, wire transfer or cashier's check for equipment is required at the time of delivery. Personal or Company checks must be deposited and the equipment will not be released until the funds clear. (7-10 days is typical)

**WARNING:**

Products on this quote may be labeled in accordance with California Proposition 65. California purchasers refer to <http://crafco.com/resources/Prop-65.xlsx>

For Terms and Conditions of purchases go to: <https://crafco.com/Terms-of-Sale.pdf>

Quantities may be limited at Crafco's discretion.

Pricing and availability are subject to change without notice.

Pricing does not include applicable taxes. Tax exemption forms must be on file prior to invoicing. Unpaid sales tax will be reported to State and Local tax authorities. Extension is net after terms.

**FOB DEFINITIONS:**

PPA- Delivered; freight included.

PPD- Delivered; freight separate.

**Pavement Preservation Products Restocking Policy**

**RETURN POLICY**

Crafco will only accept the return of products that have been authorized in writing in advance, and proof of purchase is required. Not all purchases are returnable. This is a Return Policy for non-warranty claims. Refer to the product data sheet for information about warranty and claims for warranty reimbursement.

All returns are subject to restocking fees.

All products returned must be in the original packaging and be in good and salable condition.

Crafco reserves the right to charge repackaging fees in addition to restocking fees.

The customer is responsible for all shipping costs of returned products.

Request information on the acceptability for returns for any specific product when ordering.

**Nonreturnable Products**

Not all products are returnable. Products that have a shelf life or are considered made to order, or special order may not be returned. No used parts may be returned and any part or product that is non-standard or obsolete is not returnable.

Product	Return Status
Athletic Surfacing Products, Cure & Commercial Liquids, Equipment, Geocomposites, Paint, Sealcoat, and Silicone	Non-Returnable

**Restocking Fees**

All returnable products have a restocking fee if returned.

Product	Restocking Fee
Parts	15% of part purchase price
All Other Products	25% of product purchase price

**How to Return an Item**

1. To obtain authorization contact your customer service representative.
2. A written authorization will be faxed or emailed to you.
3. A copy of the Return Authorization must accompany the material being returned.

**Comparisson of Hot Box Trailer**

Manufacturer	Tack	Tons	Local Dealer	Local Service	Training	Flash/Arrow Board	Price	Freight	Extinguisher and bracket	Spare Tire Kit	Hydrallic Dumping	Warranty	Long term storage	Tool Storage	Other Options
KM-800TED	\$3,275 with spray	4	Yes	Yes	Yes	\$1,450	\$41,890	\$2,950	Standard	\$525	Standard	2 year Machine Lifetime Frame	Standard	\$290	Hand Torch \$1,050 Solvent Tank \$375
HMT 800	\$1,355 tank only no spray	4	No	No	No	\$2,895	\$33,500	\$2,300	Standard	\$790	\$5,000	1 year	\$5,300	Standard	Hitch \$275 Torch \$450
Falcon	\$2,050 with spray	4	No	No	Virtual	\$3,095	\$47,000	\$2,900	Standard	\$850	Standard	1 year	Standard	Standard	Hitch \$300 Torch \$485
SPHOJ	Option With or without Spray	4	No	No	N/A	N/A	**	**	Option	Option	Standard	**	**	**	**

\*\* Information not available as manufacturer does not have representation in Texas.



## CITY COUNCIL AGENDA MEMO

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Prepared By: John Cabrales Jr, City Administrator  
2022

November 7,

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### Planning and Zoning Commission Appointment

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#### DESCRIPTION:

Receive, consider and act on appointing members to the Planning and Zoning Commission.

#### BACKGROUND INFORMATION:

Chapter 9, Article 9.04 of the City Code of Ordinances addresses the composition of the Planning and Zoning Commission (see below).

Mr. David Randolph currently serves in Place Two (2) and Mrs. Marissa Randolph currently serves in Place Four (4) on the Planning and Zoning Commission. Their appointments expired at the end of October 2022. Both have informed staff that they do not want to serve another term on the Planning and Zoning Commission.

The City has received an application from Lisa Dawn Cabrera. Staff has confirmed she is a resident and qualified voter of the city.

### ARTICLE 9.04 PLANNING AND ZONING COMMISSION



#### **Sec. 9.04.001 Creation and composition**

There is hereby created and established within the city, a city planning and zoning committee, which shall be subject to the jurisdiction of the city council. The planning and zoning committee shall be composed of five (5) members, three (3) of whom shall constitute a quorum for the transaction of business. The members shall be resident citizens and qualified voters of the city. Members shall be appointed by the city council for a term of office of two (2) years, provided however, that two (2) members shall be initially appointed for a term of one (1) year, with those terms being for two (2) years thereafter. All vacancies on the planning and zoning committee shall be filled by appointment by the city council for the unexpired term of the vacated member. (Ordinance 2004-01-096, sec. 1, adopted 1/11/04; Ordinance 202103-03-222 adopted 3/1/21)

**Current Board Members**

Julie Burger

**Vacant**

Rebecca McPherson

**Vacant**

Denis Sansoucie

**Place**

Place 1

**Place 2**

Place 3

**Place 4**

Place 5

**Term**

(Oct. 2023)

**(Oct. 2022)**

(Oct. 2023)

**(Oct. 2022)**

(Oct. 2023)

**FINANCIAL CONSIDERATION:**

None

**RECOMMENDED MOTIONS:**

I move to **Approve/Deny** the appointment of \_\_\_\_\_ to the Planning and Zoning Commission, Place 2, and \_\_\_\_\_ to the Planning and Zoning Commission Place 4.

**ATTACHMENT(S):**

1. Application



**Application for the City of New Fairview Planning and Zoning Commission**

Return completed application to: City Hall, 999 Illinois Lane, New Fairview, Texas 76078

or Email: Info@newfairview.org

**Please Type or Print Clearly:**

Date: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Resident of New Fairview for \_\_\_\_\_ years

Resident of Texas for \_\_\_\_\_ years

Wise/Denton County Voter Registration Number \_\_\_\_\_

Have you ever been convicted of a Felony?      Yes      No

Have you ever been convicted of a Class A Misdemeanor?      Yes      No

Please list any experience that qualifies you to serve in the areas you have indicated.

If you have previously served on a City Board or Commission, please specify and list dates of service.

List Civic or Community endeavors with which you have been involved.



Please list your educational background.

Please list your occupational experience.

I hereby affirm that all statements herein are true and correct.

*Lisa Dawn Cabrera*

**FOR OFFICE USE ONLY**

**Ad Valorem Tax Status**    **Current**    **Past Due**    **Date Appointed:** \_\_\_\_\_

**CSO Suit/Claim Filed**    **Yes**    **No**    **Appointed By:** \_\_\_\_\_

**Clerk Signature and Date:**

**Date Notified:** \_\_\_\_\_

The American democratic experience is built upon the foundation of concerned and caring citizens becoming actively involved in local government. Consistent with this principal, the City Council wishes to utilize citizen volunteers to assist in carrying out the many functions of municipal government by serving on the City's Planning and Zoning Commissions. Please give serious consideration to becoming more involved in helping make New Fairview the best city possible by Applying to serve on this commission. For further information, call 817-638-5366

**Process For Selection**

Board members are selected for two-year terms by the City Council in August. Terms are usually staggered whereby at least half of the membership has board experience. All applicants and incumbents must submit a Board and Commission Application form by August 1. Members of some boards must process certain technical skills as specified by ordinance. All board and commission members must file a Code of Ethics Disclosure Form with the City Secretary. Applicants will be notified of acceptance by mail after their appointment. Because vacancies may arise during the year, all applications are kept on file for one year.