



**City of New Fairview
City Council
Regular Meeting
999 Illinois Lane
Monday, May 1, 2023, at 7:00 pm**

WORK SESSION

1. Call to Order and Determination of Quorum
2. Receive a report and hold a discussion regarding a Farmers Market.
3. Adjournment

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. **Announcements & Special Recognitions:** The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.
 - A. **Proclamation for Municipal Clerks Week**
4. **City Administrator's Report:** The City Administrator's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including but not limited to departmental operations and capital improvement project status. No action will be taken with respect to this report.
5. **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.
6. **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. Approve the City Council Meeting minutes for April 17, 2023.

7. New Business: All matters listed in New Business will be discussed and considered separately.

- A. Hold a public hearing and consider a recommendation for an Ordinance for Specific Use Permit of Recreational Vehicle Storage on 5.04 acres within Block 51 of the Smith County Land Survey, Abstract No. 744, Wise County, Texas. The property is currently zoned "M" Manufacturing and generally located west of Graham Road.**
- B. Receive, consider, and act on a Resolution awarding the 2023 Vehicle Bid for a Public Works Department truck to Denton Chrysler, Dodge, Jeep, Ram, and authorize the City Administrator to execute the contracts.**
- C. Receive, consider, and act on a Resolution authorizing participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Corporation.**
- D. Receive, consider, and act on appointing members to the Parks and Recreation Board and the Keep New Fairview Beautiful Committee.**

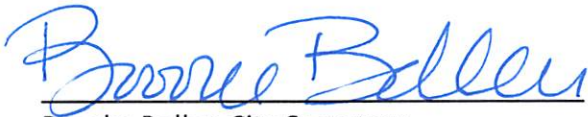
8. Executive Session: Recess to Executive Session to discuss matters relating to real property pursuant to §551.072, Texas Government Code; deliberation of economic development negotiations pursuant to §551.087, Texas Government Code; discuss personnel matters pursuant to §551.074, Texas Government Code; 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.

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

10. Mayor & Council Member Announcements: The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting.

11. 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 28th day of April, 2023 at 5:00 PM at least 72 hours proceeding 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 for further information.



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr., City Administrator

May 1, 2023

Farmers Market

DESCRIPTION:

Receive a report and hold a discussion regarding the creation of a Farmers Market.

BACKGROUND INFORMATION:

Staff visited with a local farmer Demases Farm in Boyd, Texas to determine if they were interested in participating in a Farmers Market at the our Municipal Complex. They stated they were not because they were already too busy. Staff spoke with the local farmer with L'CAJUN Farm (<https://www.lcainfarm.com/>), and they are interested depending on the amount of time that it will take for them to participate. They are leaning towards participating twice a month in the farmers market because they also participate in the City of Saginaw's farmers market.

Various former and current City Council have made comments to the City Administrator about their interest in starting a farmers market for the benefit of New Fairview residents and surrounding communities. As part of the 2022 Citizen Satisfaction Survey conducted last year, there were questions concerning various special events, including a farmers market. Sixty-one (61%) percent of the respondents stated that they would "Always" or "Sometimes" attend a farmers market.

A benefit of having a farmers market is that there would be fresh produce and other food products available to residents because we do not have a grocery store in our city. The nearest grocery stores to New Fairview are in Boyd, Justin and Decatur. We are in what is referred to as a food desert, which are regions where people have limited access to healthful and affordable food. Without access to healthful foods, people living in food deserts may be at higher risk of diet-related conditions, such as obesity, diabetes, and cardiovascular disease. Also, farmers markets, if maintained correctly, can become the focal part of a community where people can interact easily creating a sense of place in an area where such is desired.

There are city owned locations that could be considered for locating the farmers market; the Municipal Complex and the City Park. Staff recommends using the Municipal Complex because it is easier to get to and has a much higher visibility to passing traffic. A farmers market is on our Land Use Table, however it is not a permitted use for the Single-Family Residential zoning of the Municipal Complex. Since the farmers market being considered is not permanent but a temporary use during certain months and certain hours of the weekend, then we can look at this as a temporary use of outdoor sales. In order to

allow this in Single-Family Residential zoning by amending Chapter 9B Zoning, Article 4 Supplementary Regulations, Section 26 Temporary Uses and Special Events.

A farmers market is an occasional or periodic market held in an area, open or partially enclosed, where groups of individual sellers offer for sale to the public fresh produce food products and fruit, meat and poultry, plants, and flowers, bake goods, dairy products, and grocery items (but not to include second-hand goods) dispensed from booths/tents located on-site. The City Council may want to require that the food being sold is grown within a certain distance of the city limits in order to prevent vendors from purchasing the food wholesale elsewhere and passing it off as "locally grown."

The City Council may also want to allow the following vendors to participate in the market as well.

- 1) Offers or sells crafts typically known as "handmade" and originating from a trade or occupation of the sort requiring skill and training, particularly manual skill combined with a knowledge of the principles of the art.
- 2) Offers or sells prepared food for off-premises consumption in compliance with all applicable federal, state, and local laws and regulations.
- 3) Conducts a performance at no charge to the general public, including performing arts such as dance, music, opera, theater and musical theater, magic, illusion, mime, spoken word, puppetry, and circus arts.
- 4) Provides free information, products, or services from an entity that has received a determination letter from the Internal Revenue Service stating that the organization has been determined to be an exempt organization pursuant to [26](#) U.S.C. § 501(c)(3) (i.e. §501(c)(3) of the Internal Revenue Code of 1984), which determination letter has not been revoked.

The following items must be considered in starting up a farmers market:

- Duration
 - Staff recommends between May 1 and October 31 of each year.
- Hours of Operation
 - Staff recommends between 8:00 a.m. and 12:00 p.m on the second and fourth Saturday of each month.
 - Staff recommends that the City Administrator have the authority to cancel a farmers market due to inclement weather or a conflict with another City event.
- Permit
 - Staff recommend that each vendor apply for and receive a permit from the City (see attached application example). The permit will consist of the following information:
 - Name
 - Address
 - Telephone number of person
 - Organization
 - Company

- Dates and times that they plan to participate
- Payment of the permit fee
- Submit general liability Insurance – \$1 Million
- Sign a Farmers Market Code of Conduct (see attached example)

Staff are also requesting a change to the fee schedule to allow for a nominal fee for the vendors conducting business within the farmers market. State law requires that when a private person/entity engages in commerce on publicly owned land they must pay a percentage of gross receipts, or a fee in lieu of gross receipt payment.

- Staff recommends a nominal \$50.00 permit fee for each vendor conducting business at the site.
- Staff recommends the possible waving of this fee for non-profits, or persons providing free services or products.

There will be costs to the City to operate a farmers market. Specifically, we will need to pay an employee overtime to monitor the activities at the farmers market, and to supervise City Hall, which will be open for participants to use the restrooms.

If council agrees, staff can work with the City Attorney and bring back an amendment to the City's Code of Ordinances, for the creation of a Farmers Market and to amend Chapter 9B Zoning to allow for a farmers market use in Single-Family Residential zoning.

FINANCIAL CONSIDERATION:

The permit fees collected by each vendor in the farmers market will go into the City's General Fund to help offset the operational costs.

RECOMMENDED MOTIONS:

None, discussion only.

ATTACHMENT(S):

1. Draft Ordinance
2. Draft Application
3. Draft Code of Conduct

ORDINANCE NO. 2023??-??-???

AN ORDINANCE OF THE CITY OF NEW FAIRVIEW, TEXAS AMENDING CHAPTER ____ BY ADDING ____ TITLED “NEW FAIRVIEW FARMERS MARKET” ESTABLISHING CERTAIN REGULATIONS RELATING TO OPERATION OF A FARMERS MARKET ON CITY PROPERTY; PROVIDING FOR ISSUANCE OF A FARMERS MARKET VENDOR PERMIT; PROVIDING FOR A PERMIT FEE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE OF \$500.00 PER OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of New Fairview is a general law municipal corporation organized and existing by virtue of the Constitution and laws of the State of Texas; and

WHEREAS, the City possesses all of the rights, powers, and authorities possessed by all general law municipalities, including the authority to regulate land uses under Chapter 211 of the Texas Local Government Code, as amended; and

WHEREAS, the City Council desires to provide an opportunity of the operation of a seasonal farmers market within the city and finds it to be in the public interest to amend the Code of Ordinances to establish a Farmers Market.

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

SECTION 1: All of the above findings are hereby found to be true and correct and are hereby incorporated into the body of the Ordinance as if fully set forth herein.

SECTION 2: This Ordinance (which includes Exhibit A, attached hereto and is incorporated within) shall be cumulative of all other ordinances of the City, and shall not repeal any of the provisions of those other ordinances or in those instances where the provisions of other ordinances are in direct conflict with the provisions of this Ordinance; provided however, that any complaint, notice, action, cause of action, or claim which prior to the effective date of this Ordinance has been initiated or has arisen under or pursuant to such other ordinance(s) shall continue to be governed by the provisions of that ordinance or those ordinances and for that purpose that ordinance or those ordinances shall be deemed to remain and shall continue in full force and effect.

SECTION 3: Any person, firm, or corporation violating any of the provisions of this Ordinance (which includes Exhibit A, attached hereto and is incorporated within) shall be punished by a penalty of a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 4. Should any section, subsection, sentence, clause, or phrase of this Ordinance (which includes Exhibit A, attached hereto and is incorporated within) be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance (which includes Exhibit A, attached hereto and is incorporated within) shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance (which includes Exhibit A, attached hereto, and is incorporated within), and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 5. This Ordinance shall become and be effective on and after its adoption.

PASSED AND APPROVED by the City Council of the City of New Fairview, Texas on this the 15th day of May 2023.

John Taylor, Mayor

ATTEST:

Brooke Boller, City Secretary

EXHIBIT "A"

From and after the effective date of this Ordinance, the New Fairview Municipal Code of Ordinances Chapter _____ is amended by adding _____ titled "New Fairview Farmers Market" to read as follows:

ARTICLE ____ . NEW FAIRVIEW FARMERS MARKET

Sec. ____ . Definitions

For purposes of this Article, the following words and phrases shall have the following meanings:

Farmers Market means a designated location used primarily for the distribution and/or sale directly to consumers of food, crafts, handmade goods, and processed and/or pre-packaged food meant to be consumed off-premises. A farmers market is not a food establishment and operates on a seasonal basis.

Farmers Market Vendor means a person who:

- 1) Offers or sells food typically known as "farm grown", "farm originating", or "farm obtained", from a location within _____ miles of the City of New Fairview, such as whole produce, plants, nuts, certain meats, honey, egg, and pasteurized dairy products;
- 2) Offers or sells crafts typically known as "handmade" and originating from a trade or occupation of the sort requiring skill and training, particularly manual skill combined with a knowledge of the principles of the art;
- 3) Offers or sells prepared food for off-premises consumption in compliance with all applicable federal, state, and local laws and regulations;
- 4) Conducts a performance at no charge to the general public, including performing arts such as dance, music, opera, theater and musical theater, magic, illusion, mime, spoken word, puppetry, and circus arts; or
- 5) Provides free information, products, or services from an entity that has received a determination letter from the Internal Revenue Service stating that the organization has been determined to be an exempt organization pursuant to 26 U.S.C. § 501(c)(3) (i.e. §501(c)(3) of the Internal Revenue Code of 1984), which determination letter has not been revoked.

Sec. ____ . Establishment.

(a) Subject to postponement or cancellation as determined by the City Administrator because of inclement weather or conflicting City events, a farmers market to be known as the "New Fairview Farmers Market" is to be conducted between 8:00 a.m. and 12:00 p.m. every second and fourth Saturday beginning in May and ending the fourth Saturday in October of each calendar year.

(b) The New Fairview Farmers Market will be conducted on the City's property located at 999 Illinois Lane or such other City-owned or controlled property as may be determined and approved by the City Council.

Sec. ____ . Permit Required.

- (a) No person shall be permitted to sell any food at the New Fairview Farmers Market until first having received a permit issued pursuant to this Section.
- (b) Permits issued pursuant to this Section may only be issued to a person or entity operating as a farmers market vendor at the New Fairview Farmers Market.
- (c) Application for a New Fairview Farmers Market permit shall be submitted on a form provided by the City containing such information as required by the City Administrator, but which shall contain at least the following:
 - (1) The name, address, and telephone number of the farmers market vendor. If the farmers market vendor is a business entity and not an individual person, the name of the entity and the responsible person authorized to obligate the entity to contractual agreements;
 - (2) Dates on which the farmers market vendor desires to conduct business at the New Fairview Farmers Market;
 - (3) The permit fee in the amount established in accordance with Section ____; and
 - (4) A certificate of insurance showing the applicant maintains commercial general liability insurance written by a carrier licensed in the State of Texas in the amount of not less than five hundred thousand dollars (\$500,000.00) per person, and one million dollars (\$1,000,000.00) per accident or injury incurred.
- (d) Prior to issuance of the permit required by this Section, the farmers market vendor shall deliver to the City a certificate of insurance indicating the insurance described in subsection (c)(4) above has been purchased and endorsed to
 - (i) name the City as an additional insured; and
 - (ii) waive subrogation against the City.
- (e) In addition to setting forth the dates and times the farmers market vendor will be authorized to conduct business at the New Fairview Farmers Market, the permit issued pursuant to this Section may set forth such additional terms and conditions as determined by the City Administrator with which the farmers market vendor must comply including, but not limited to:
 - (1) The area on the City's property on which the farmers market vendor must operate;
 - (2) Requirements relating to the provision of electrical power; and
 - (3) The placement and removal of signs promoting the farmers market vendor; and
 - (4) A requirement for the farmers market vendor to dispose of all trash and debris generated by the operation of the farmers market vendor at the end of each day of operation.
- (f) The City Administrator shall be authorized to determine the completeness of each farmers market vendor permit application and to issue a permit based on said application.

(g) The City Administrator shall be authorized to revoke a farmers market vendor permit upon a determination that the farmers market vendor has failed to comply with the provisions of the permit.

Sec. _____. Permit Fee

The City Council may from time to time establish the permit fee to be charged to vendors to operate at the New Fairview Farmers Market, which fee shall be included in the City's Master Fee Schedule. The permit fee required by this Section shall be non-refundable once paid.

The permit fee may be waived to an entity that provides free information, products, or services and that has received a determination letter from the Internal Revenue Service stating that the organization has been determined to be an exempt organization pursuant to 26 U.S.C. § 501(c)(3) (i.e. §501(c)(3) of the Internal Revenue Code of 1984), which determination letter has not been revoked.



New Fairview, Texas Keeping it country

**City of New
Fairview
Farmers Market
Application**

999 Illinois Lane, New
Fairview, Texas 76078
817-638-5366

www.newfairview.com

A non-refundable filing fee of \$50.00 must accompany each application.

In order to process this application, please ensure that all fields are filled in and that all information is accurate.

Applicants must meet the definition of a *Farmers Market Vendor* as set forth in Ordinance No. 2023-??-??? pertaining to the New Fairview Farmers Market. If the applicant is a non-profit organization looking to provide free goods or services, they may apply as such, providing a copy of their IRS Affirmation Letter and 501(c)(3) EIN.

Before a permit can be issued, the applicant must provide proof of commercial general liability insurance, written by a carrier licensed in the State of Texas, in the amount not less than five hundred thousand dollars (\$500,000.00) per person and one million dollars (\$1,000,000.00) per accident or injury incurred.

The applicant understands that the issued permit is only valid for use on the City of New Fairview's property on which the Farmers Market has been established.

If the applicant has a need for electrical power, they will be required to provide their own portal electric generation and notify the City of this requirement.

The applicant understands that they are responsible for placement and removal of any signs or promotions relating to their specific business or organization.

The applicant understands that they are required to dispose of all trash and debris generated by the operation of the farmers market vendor at the end of each day of operation.

The applicant agrees to display their Farmers Market Permit during the days and times in which they are operating as a Farmers Market Vendor for the New Fairview Farmers Market.

The applicant agrees to follow the Farmers Market Code of Conduct. The applicant understands that failure to adhere to the Farmers Market Code of Conduct, or failure to provide full and accurate information on this application can result in the revoking of one's Farmers Market Permit.



New Fairview, Texas
Keeping it country

City of New Fairview Farmers Market Application

999 Illinois Lane, New Fairview, Texas 76078
817-638-5366

www.newfairview.org

Date of Application: _____ Name of Applicant: _____

Address: _____ City: _____ State: _____

ID#: _____ State of Issuance: _____ Expiration Date: _____

Phone #: _____ Email: _____

- ☐ Farm Grown Food
- ☐ Crafts / Handmade Goods
- ☐ Public Performance

- ☐ Non-Profit Organization
- ☐ Prepared Food

Name of Business or Non-Profit: _____

Address: _____

City: _____ State: _____

Business/Org. Phone #: _____

Sales Tax Number: _____

501(c)(3) EIN: _____

Electricity Needs: _____

Describe the type of items to be sold and the size of tents/booths for this event: _____

I agree that the above information is correct and that I have received a copy of the Farmers Market Code of Conduct. I understand that if the above information is inaccurate or that if I do not adhere to the Farmers Market Code of Conduct that my permit to participate in the New Fairview Farmers Market may be revoked.

Applicant Signature

Date

FOR OFFICE USE ONLY: Date Received: _____ Received By: _____

☐ Application Fee Paid

- ☐ Cash
- ☐ Credit Card
- ☐ Check # _____

☐ Insurance Presented

☐ Permit Issued

☐ Permit No.: _____

☐ Application Denied

☐ Reason for Denial: _____

Signature of Staff Member Issuing/Denying Permit

Date Permit is Issued/Denied



City of New Fairview Farmers Market Code of Conduct

999 Illinois Lane, New Fairview, Texas 76078
817-638-5366
newfairview.org

All participants in the New Fairview Farmers Market must adhere to the following Code of Conduct. Failure to follow this code could result in the City revoking a vendor's permit. The City does not provide refunds for any vendors whose permit is revoked. New Fairview Farmers Market Vendors will:

1. Demonstrate the highest standards of personal behavior and integrity, treating everyone with courtesy and respect.
2. Comply with all Federal, State, and Local laws, codes, and ordinances.
3. Abstain from physical or verbal abuse.
4. Operate vehicles and other equipment in a safe and responsible manner.
5. Abstain from criminal activity.
6. Remove all trash, signage, vehicles, and belongings from the premises within an hour of the New Fairview Farmers Market closing.
7. Comply with equal opportunity and anti-discrimination laws.
8. Under no circumstance, attend or participate in the New Fairview Farmers Market while under the influence of alcohol or a controlled substance.
9. Under no circumstance possess, sell or consume alcohol or controlled substances at the New Fairview Farmers Market.

For questions or clarification regarding any of these items, please reach out to newfairview.org.



**City of New Fairview
City Council
Regular Meeting Minutes
Monday, April 17, 2023**

**CITY COUNCIL
Mayor John Taylor
Mayor Pro Tem Steven King
Place 1 Councilman Harvey Lynn Burger
Place 3 Councilman Walter Clements
Place 5 Councilman Richard Greene**

**City Staff
John Cabrales Jr, City Administrator
Brooke Boller, City Secretary
Susan Greenwood, Assistant City Secretary
Roberta (Robin) Cross, City Attorney – Virtual**

**Absent
Place 2 Councilman Peter Kozlowski (Virtual)**

REGULAR 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. 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. Announcements & Special Recognitions: The agenda shall provide a time when proclamations, recognitions, general reports, and updates may be presented by the City Council.
4. City Administrator's Report: The City Administrator's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including but not limited to departmental operations and capital improvement project status. No action will be taken with respect to this report.
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6. 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. Approve the City Council Meeting minutes for April 3, 2023.

B. Approve the March 2023 Financial Report

C. Approve the Second Quarter 2022-23 Investment Report

Motion: Councilman Richard Greene

Second: Mayor Pro Tem Steven King

Vote: All in Favor

Result: Council approved City Council Minutes from April 3, 2023, the March 2023 financial report as well as the second quarter 2022-23 investment report.

7. New Business: All matters listed in New Business will be discussed and considered separately.

A. Receive, consider, and act on awarding a Professional Service Agreement to Pacheco Koch for engineering, architectural, and surveying services for the 2023-2024 Texas Community Development Block Grant Program of the Texas Department of Agriculture.

Motion: Councilman Walter Clements

Second: Councilman Harvey Lynn Burger

Vote: All in Favor

Result:

B. Receive, consider, and act on a Resolution authorizing the city administrator to execute the Texas subdivision participation forms and adopting the Texas opioid abatement fund council and settlement allocation term sheet and allocation method for opioid settlement proceeds and execution of any future release forms as part of the Global Opioid Settlement led by the Texas Attorney General.

Motion: Councilman Richard Greene

Second: Mayor Pro Tem Steven King

Vote: For: Councilman Harvey Lynn Burger, Mayor Pro Tem Steven King, Councilman Richard Greene

Against: Councilman Walter Clements

C. Result: Council approved a Resolution authorizing the city administrator to execute the Texas subdivision participation forms and adopting the Texas opioid abatement fund council and settlement allocation term sheet and allocation method for opioid settlement proceeds and execution of any future release forms as part of the Global Opioid Settlement led by the Texas Attorney General.

D. Receive, consider, and act on appointing members to the Parks and Recreation Board and the Keep New Fairview Beautiful Committee.

Motion: Councilman Walter Clements

Second: Councilman Richard Greene

Vote: All in Favor

E. Result: Council appointed Jenifer Kozlowski to the Parks and Recreation Board and the Keep New Fairview Beautiful Committee.

8. 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.

9. Return to Open Session: Discuss and take appropriate action, if any, resulting from the discussions conducted in Executive Session.
10. Mayor & Council Member Announcements: The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.
11. Adjournment
Motion: Councilman Walter Clements
Second: Councilman Richard Greene
Vote: All in Favor
Result: Council meeting was adjourned at 7:34pm.

MINUTES APPROVED ON THIS, THE 1ST DAY OF MAY 2023

John Taylor, Mayor

Brooke Boller, City Secretary



AGENDA ITEM: 7A

City Council AGENDA MEMO

Prepared By: Stephen Cook, Senior Planner, Dunaway

May 1, 2023

Public Hearing for Specific Use Permit of Recreational Vehicle Storage

DESCRIPTION:

Hold a public hearing and consider an Ordinance for Specific Use Permit of Recreational Vehicle Storage on 5.04 acres within Block 51 of the Smith County Land Survey, Abstract No. 744, Wise County, Texas. The property is currently zoned “M” Manufacturing and generally located west of Graham Road.

CITY COUNCIL ACTION REQUESTED:

Receive public input regarding the request for the approval of a Specific Use Permit for a Recreational Vehicle Storage Facility in the “M” Manufactured zoning district and consider an APPROVAL of Ordinance No. 202305-01-109.

Some conditions the Council might want to consider are:

- The Applicant must renew the Specific Use Permit every ten years for Council to review compliance with all Permit conditions.
- The Applicant agrees to comply with all changes to future City lighting regulations and ordinances.

BACKGROUND INFORMATION:

Donna and Jack Reynolds own approximately 5.04 acres of land within the “M” Manufacturing zoning district at the north end of Graham Road on the west side. They are asking to improve the property to provide a Recreational Vehicle Storage Facility. This use is allowed with a Specific Use Permit in the “M” Manufacturing zoning district.

The property has access to the north end of Graham Road. With the development of the property, the owners intend to dedicate additional right-of-way for the eventual northern extension of Graham Road. They are not proposing to construct any additional portion of Graham Road. The storage facility will have a drive approach from Graham Road with a

controlled gate access to the business located fifty (50') feet from the right-of-way to allow recreational vehicles to fully depart the road before the gate entry.

The surface in which the RVs will be stored is proposed to be a three (3") inch recycled asphalt improved surface with a six (6") crushed base on a compacted subgrade to handle the weight of the vehicles. They have provided potential site parking and turning movements for the storage of approximately fifty-four (54) vehicles, additional space may be found on the southwest side as the property owner is investigating being able to put the perimeter fence closer to the gas well pad site that is on his property. The site will feature an onsite solid waste container which will have a concrete masonry unit screening wall in compliance with the fence ordinance. Landscaping will be installed along the frontage of the property to the Graham Road right-of-way. The developer intends to plant grass and five (5) live oak trees in compliance with the landscape ordinance. Water will be available to the site and irrigation installed for the landscaping. No sewer clean out will be installed. Drainage will be handled through an on-site detention area on the north side of the property.

For security, the property will be fenced with an eight (8') foot ornamental fence and elevated lighting. 24 hour surveillance will be installed. A photometric plan has been provided by the developer to ensure where lighting will be located. The intended lighting will be flat LED luminaires which point directly to the pavement and not into the sky and are dark sky approved instruments.

During the Planning and Zoning Commission Public Hearing, there was concern expressed that people would be staying or living within the RVs stored on site. The property owner stated that this facility is only for the storage of RVs and boats and residency would not be allowed.

The Planning and Zoning Commission at their April 24, 2023 Public Hearing voted to recommend approval of the Specific Use Permit by the City Council.

FINANCIAL CONSIDERATION:

This development will generate a higher property tax than what is currently being generated.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** an Ordinance for Specific Use Permit of Recreational Vehicle Storage on 5.04 acres within Block 51 of the Smith County Land Survey, Abstract No. 744, Wise County, Texas, generally located west of Graham Road.

ATTACHMENT(S):

1. Zoning Ordinance No. 202305-01-109, with exhibits



ORDINANCE NO. 202305-01-109

AN ORDINANCE AUTHORIZING THE ISSUANCE OF A SPECIFIC USE PERMIT FOR A RECREATIONAL VEHICLE STORAGE FACILITY IN THE “M” MANUFACTURING ZONING DISTRICT LOCATED ON 5.04 ACRES WITHIN BLOCK 51 OF THE SMITH COUNTY LAND SURVEY, ABSTRACT NO. 744, 459 GRAHAM ROAD, NEW FAIRVIEW, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission has conducted a public hearing on April 24, 2023, in conjunction with a Specific Use Permit case for a Recreational Vehicle Storage Facility located within the “M” Zoning District, and has rendered a recommendation to the City Council with respect to this case; and,

WHEREAS, the City Council has conducted a public hearing on May 1, 2023, and has considered the recommendation of the Planning and Zoning Commission and has determined that the proposed change is in the best interests of the City of New Fairview and that any foreseeable negative impacts of the proposed use have been mitigated through design restrictions or other site conditions.

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

SECTION 1

ALLOWED USES. A Recreational Vehicle Storage Facility and conditions as shown on the site plan, associated drawings of Exhibit “A” (attached hereto and made a part hereof) with the Council-approved additional conditions:

- The Applicant must renew the Specific Use Permit every ten years for Council to review compliance with all Permit conditions.
- The Applicant agrees to comply with all changes to future City lighting regulations and ordinances.

shall be permitted at on 5.04 acres within Block 51 of the Smith County Land Survey, Abstract No. 744, 459 Graham Road, New Fairview, Texas.

SECTION 2

That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are expressly inconsistent with this Ordinance.

SECTION 3

Any person, firm or corporation who violates, disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

SECTION 4

All rights or remedies of the City of New Fairview, Texas, are expressly saved as to any and all violations of the city's zoning ordinance, as amended, or any other ordinance affecting zoning and land use thereto that have accrued at the time of the effective date of this Ordinance and as to such accrued violations and all pending litigation, both civil and criminal, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the Courts.

SECTION 5

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 6

The City Secretary of the City of New Fairview, Texas, is hereby directed to publish in the official newspaper of the City of New Fairview, the caption, penalty clause, publication clause, and effective date clause of this Ordinance as required by section 52.011 of the Texas Local Government Code.

SECTION 12

This Ordinance shall take effect from and after its date of passage and publication in accordance with law, and it is so ordained.

PASSED AND APPROVED ON THIS 1st DAY OF MAY 2023.

John Taylor, Mayor

ATTEST:

Brook Boller, City Secretary

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CONSTRUCTION DRAWINGS FOR
RV STORAGE
459 GRAHAM ROAD, NEW FAIRVIEW, TX
JULY 2022



Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	MINOR PLAT
C2.0	SITE PLAN
C3.0	EXISTING DRAINAGE AREA MAP
C3.1	PROPOSED DRAINAGE AREA MAP
C4.0	GRADING PLAN
C5.0	EROSION CONTROL PLAN
C6.0	PAVING PLAN
C7.0	SITE DETAILS

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PURPOSES

3/14/2023
TDLR #

RV STORAGE GRAHAM ROAD
NEW FAIRVIEW
459 GRAHAM ROAD
NEW FAIRVIEW, TEXAS 76078

6/3/2021 9:10:20 AM
Issued Date: 07-5-22
Project No: 21065
Drawn By: TGS
Checked By: DKI
Designed By: DKI
Issue Record
Description Date
11-17-2022 REVISION 1
3-14-2023 REVISION 2

DESIGN DEVELOPMENT

COVER SHEET

C0.0

OWNER'S CERTIFICATE AND DEDICATION

STATE OF TEXAS §
COUNTY OF WISE §

WHEREAS, Donna J. Reynolds and Jack C. Reynolds are the owner of all that certain 5.024 acre tract of land situated in Block 51 of the Smith County Land Survey, Abstract Number 744, Wise County, Texas and being all of a called 5.0 acre tract of land described in a Warranty Deed to Donna J. Reynolds and Jack C. Reynolds, recorded in Document Number 2011-6129 of the Official Public Records of said county, and said 5.024 acre tract of land is being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rebar found for the northeast corner of said Reynolds tract, the northwest corner of a called 5.00 acre tract described in a General Warranty Deed to Benito Suarez and Veronica Suarez, recorded in Document Number 201803888 of said Official Public Records and in the south line of a tract of land described in a Warranty Deed to Ones Clough Ranch Limited Partnership, recorded in Volume 693, Page 656 of the Deed Records of said county, for the northeast corner herein described;

THENCE South 00°19'59" East, with the common line of said Reynolds tract and said Suarez tract, a distance of 400.38 feet to a 1/2 inch iron rebar found for the southwest corner of said Suarez tract and the northwest corner of Graham Road, a 60 foot wide right-of-way and the beginning of a curve to the left, with a radius of 621.30 feet and a chord which bears South 02°17'29" East, a distance of 59.18 feet;

THENCE along said curve to the left and the common line of said Reynolds tract and the west right-of-way line of said Graham Road, with a central angle of 05°27'34" and an arc distance of 59.20 feet to a 1/2 inch iron rebar with cap (illegible) found for the southeast corner of said Reynolds tract and the east corner of a called 11.30 acre tract of land described in a Warranty Deed to Valente Galaviz, recorded in Volume 1426, Page 536 of the Deed Records of said County, for the southeast corner herein described;

THENCE South 89°16'37" West, with the common line of said Reynolds tract and said Galaviz tract, a distance of 470.18 feet to a 1/2 inch iron rebar found for the southwest corner of said Reynolds tract, for the southwest corner herein described;

THENCE North 01°21'20" West, continuing with said common line of the Reynolds tract and the Galaviz tract, a distance of 467.14 feet to a 1/2 inch iron rebar with cap stamped "Steadham 4281" found for the northwest corner of said Reynolds tract, the northeast corner of said Galaviz tract and said south line of said Ones Clough Ranch Limited Partnership tract, for the northwest corner herein described;

THENCE South 89°48'42" East, with the common line of said Reynolds tract and said Ones Clough Ranch Limited Partnership tract, a distance of 476.50 feet to the POINT OF BEGINNING and containing 5.024 acres (218,851 square feet) of land.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I, the undersigned owner of the land shown on this plat, and designated herein as LOT 1, BLOCK 1, REYNOLDS ADDITION, an addition to the City of New Fairview, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed.

I further acknowledge that the dedications and/or exactions made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I, my successors and assigns hereby waive an claim, damage, or cause of action that I may have as result of the dedication of exactions made herein.

WITNESS, my hand this _____ day of _____, 2021

Donna J. Reynolds DATE

STATE OF TEXAS §
COUNTY OF WISE §

BEFORE ME, the undersigned authority, a notary public in and for said county and state, on this day personally appeared Donna J. Reynolds, owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2021.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

I, the undersigned owner of the land shown on this plat, and designated herein as LOT 1, BLOCK 1, REYNOLDS ADDITION, an addition to the City of New Fairview, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed.

I further acknowledge that the dedications and/or exactions made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I, my successors and assigns hereby waive an claim, damage, or cause of action that I may have a s result of the dedication of exactions made herein.

WITNESS, my hand this _____ day of _____, 2021

Jack C. Reynolds DATE

STATE OF TEXAS §
COUNTY OF WISE §

BEFORE ME, the undersigned authority, a notary public in and for said county and state, on this day personally appeared Jack C. Reynolds, owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2021.

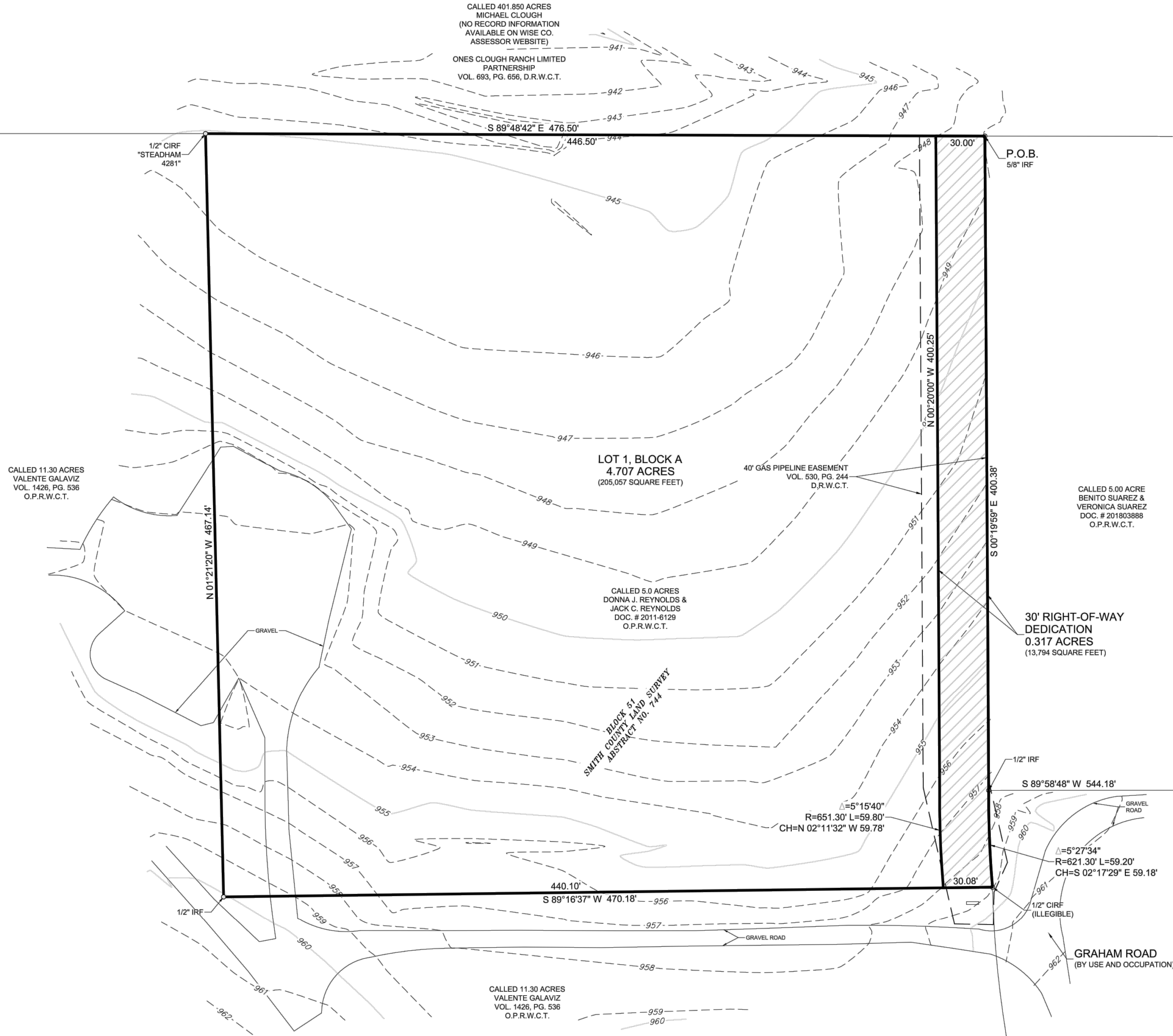
Notary Public in and for the State of Texas

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Anthony Ray Crowley, do hereby certify that I prepared this plat from an actual survey of the land and that the corner monuments shown hereon were found or set under my personal supervision in September 2021 in accordance with the minimum standards for boundary surveys as specified by the Texas Board of Professional Land Surveying.

Anthony Ray Crowley, RPLS 6484
Registered Professional Land Surveyor

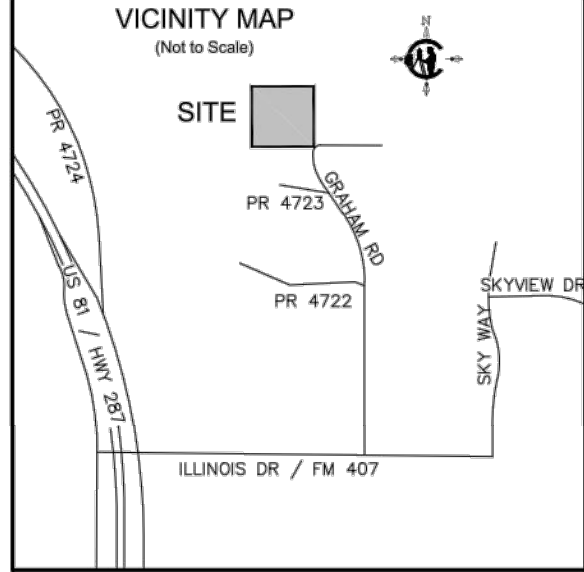
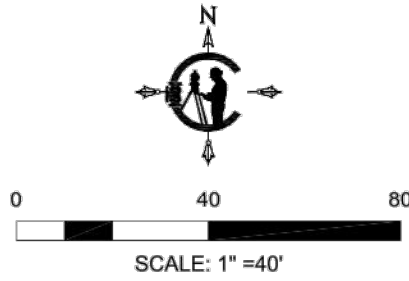


Flood Statement:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Fort Worth, Tarrant County, Texas, Map Number 48497C0500D, effective date 12/16/2011 and that map indicates that this property is within Flood Zone "X" and is not within a special food hazard area.

Basis of Bearings:

BEARINGS ARE BASED ON U. S. STATE PLANE NAD 1983 COORDINATES, TEXAS NORTH CENTRAL ZONE - 4202



I hereby certify that the above and foregoing replat of LOT 1, BLOCK 1 OF REYNOLDS ADDITION

an Addition to the City of New Fairview, Texas, was approved by the City Council of the City of New Fairview on the _____ day of _____, 2021.

This approval shall be invalid unless the approved plat for such addition is recorded in the office of the County Clerk of Wise, County, Texas, within one hundred eighty (180) days from said date of final approval. Said addition shall be subject to all the requirements of the Subdivision Regulations of the City of New Fairview.

WITNESS OUR HANDS, this _____ day of _____, 2021.

City Secretary

Recommended for final approval:

Planning & Zoning Commission

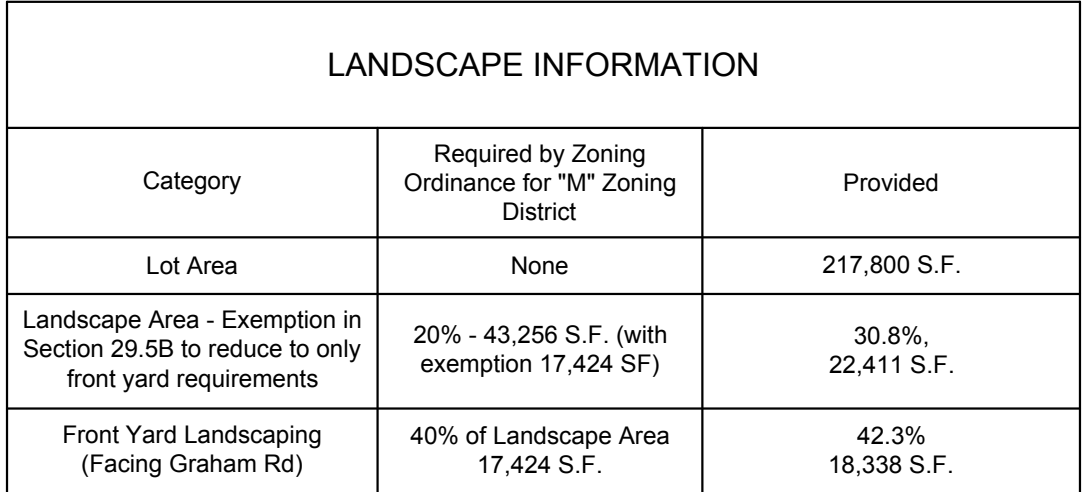
Approved:

Mayor, City of New Fairview, Texas

MINOR PLAT
REYNOLDS ADDITION
5.04 ACRES
BLOCK 51, SMITH COUNTY LAND SURVEY,
ABSTRACT NO. 744
NEW FAIRVIEW, WISE COUNTY, TEXAS

Date: October 2021	Drawn: LJJ	Checked: ARC	Scale: 1" = 40'	Sheet: 1 of 1
Owner: Donna J. Reynolds & Jack C. Reynolds 6708 Little Ranch Road North Richland Hills, TX 76182	Engineer: EIKON 1405 West Chapman Drive Sanger, TX 76266 (940) 458-7503	ANTHONY RAY CROWLEY R.P.L.S. NO. 6484 CROWLEY SURVEYING FRN:10194203 4521 FM 2181, #230-484 CORINTH, TX, 76210 (469) 850-CPLS(2757) acrowley@crowleysurveying.com		





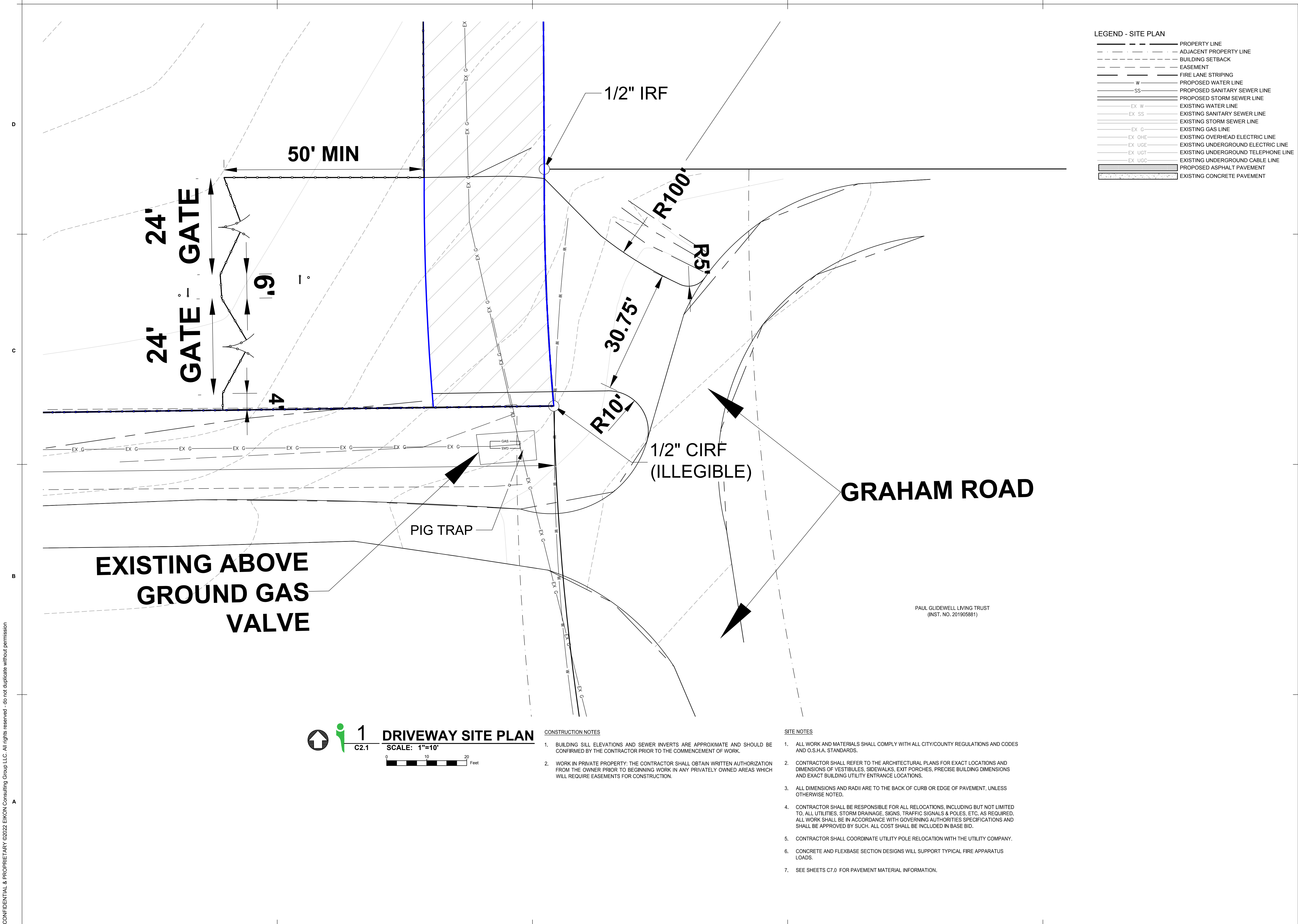
CONSTRUCTION NOTES


1. BUILDING SILL ELEVATIONS AND SEWER INVERTS ARE APPROXIMATE AND SHOULD BE CONFIRMED BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF WORK.
2. WORK IN PRIVATE PROPERTY: THE CONTRACTOR SHALL OBTAIN WRITTEN AUTHORIZATION FROM THE OWNER PRIOR TO BEGINNING WORK IN ANY PRIVATELY OWNED AREAS WHICH WILL REQUIRE EASEMENTS FOR CONSTRUCTION.

SITE NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SIDEWALKS, EXIT PORCHES, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DIMENSIONS AND RADII ARE TO THE BACK OF CURB OR EDGE OF PAVEMENT, UNLESS OTHERWISE NOTED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED, ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
5. CONTRACTOR SHALL COORDINATE UTILITY POLE RELOCATION WITH THE UTILITY COMPANY.
6. CONCRETE AND FLEXBASE SECTION DESIGNS WILL SUPPORT TYPICAL FIRE APPARATUS LOADS.
7. SEE SHEETS C7.0 FOR PAVEMENT MATERIAL INFORMATION.

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11/17/2022

TDLR #

RV STORAGE GRAHAM ROAD
NEW FAIRVIEW

459 GRAHAM ROAD
NEW FAIRVIEW, TEXAS 76078

6/3/2021 9:10:20 AM
Issued Date: 07-5-22
Project No: 21065

Drawn By: TGS
Checked By: DKI
Designed By: DKI

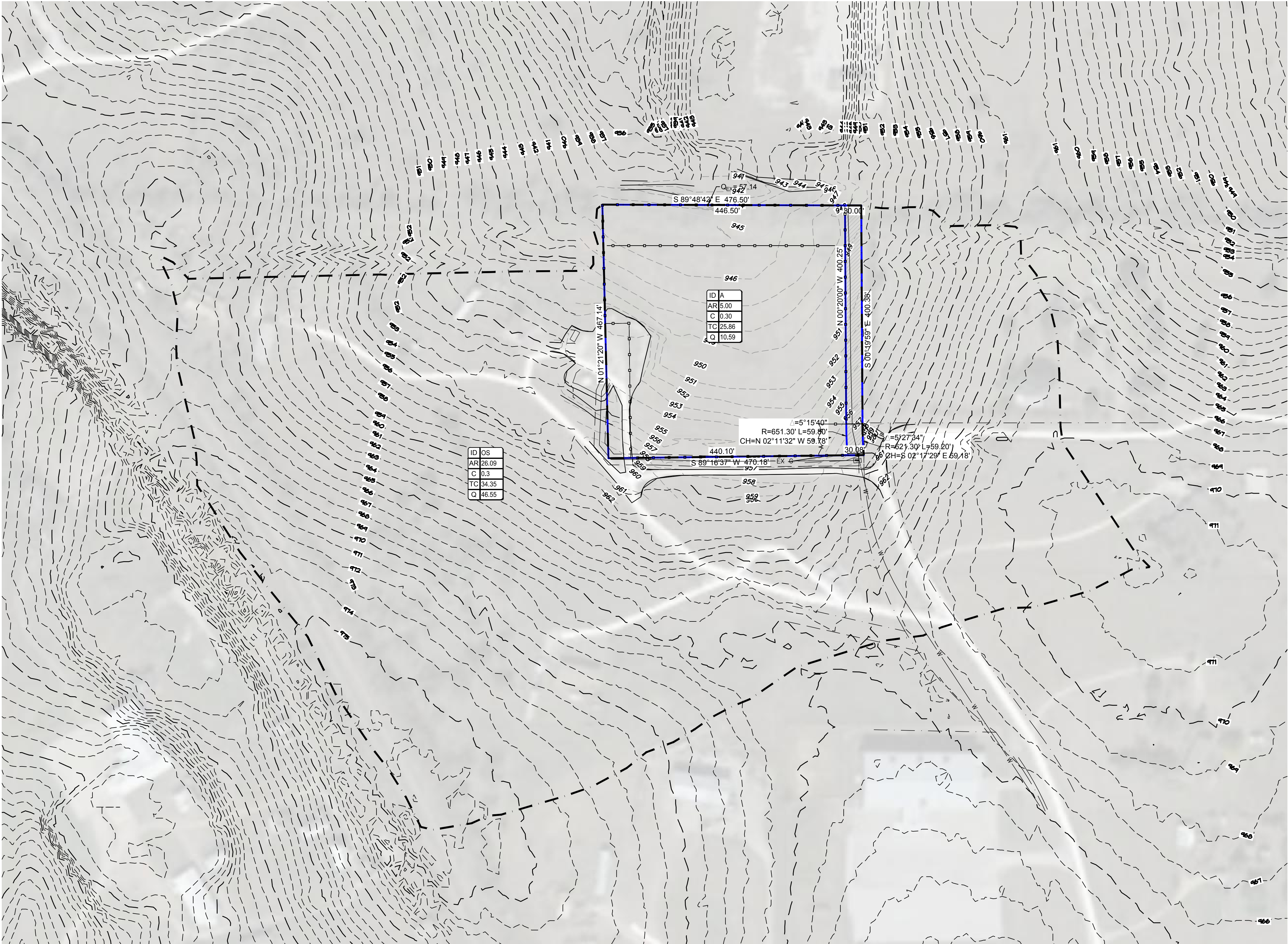
Issue Record		
#	Description	Date
1	11-17-2022 REVISION 1	
2	3-14-2023 REVISION 2	

DESIGN DEVELOPMENT

DRIVEWAY
SITE PLAN

C2.1

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EXISTING DRAINAGE AREA MAP

SCALE: 1"=100'

Pre-Developed Runoff Rate

Site-PR drainage area is the proposed project.

Area ID (acres)	Area (acres)	Comp. C	S (%)	Tc ¹ (min)	i ² (in/hr)	Qallow (cfs)
A	5.00	0.30	2.29%	25.86	7.06	10.59
OS	26.09	0.30	2.94%	34.35	5.95	46.55
TOTAL Ar		31.09			TOTAL Q	57.14

where:

Q = peak discharge (cfs)
Tc = time of concentration (min)
C = Rational method runoff coefficient
S = average slope along distance "D", in percent (ft/100 ft)
i = 100yr Rainfall intensity (in/hr)

100-yr rainfall coeffs for Wise County, TX	
e	0.7730
b	108.00
d	8.20

LEGEND - EXISTING DRAINAGE AREA MAP

- PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - BUILDING SETBACK
 - EASEMENT
 - EXISTING WATER LINE
 - EXISTING SANITARY SEWER LINE
 - EXISTING GAS LINE
 - EXISTING OVERHEAD ELECTRIC LINE
 - EXISTING UNDERGROUND ELECTRIC LINE
 - EXISTING UNDERGROUND TELEPHONE LINE
 - EXISTING UNDERGROUND CABLE LINE
 - EXISTING CONCRETE PAVEMENT
 - EXISTING ASPHALT PAVEMENT
 - EXISTING DRAINAGE AREA BOUNDARY
 - EXISTING DRAINAGE FLOW PATH
- | | |
|----|------------------------------|
| ID | DRAINAGE AREA ID |
| AR | SIZE (ACRES) |
| C | RATIONAL "C" |
| TC | TIME OF CONCENTRATION (MINS) |
| Q | PEAK 100-YR FLOW RATE (CFS) |

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Issue Record		
#	Description	Date
11-17-2022	REVISION 1	
3-14-2023	REVISION 2	

DESIGN DEVELOPMENT

EXISTING
DRAINAGE AREA
MAP

C3.0

LEGEND - PROPOSED DRAINAGE
AREA MAP

---	PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	BUILDING SETBACK
---	EASEMENT
---	EXISTING STORM SEWER LINE
---	EXISTING CONCRETE PAVEMENT
---	EXISTING ASPHALT PAVEMENT
---	PROPOSED DRAINAGE AREA BOUNDARY
---	PROPOSED DRAINAGE FLOW PATH
---	DRAINAGE AREA ID
---	SIZE (ACRES)
---	RATIONAL "C"
---	TIME OF CONCENTRATION (MINS)
---	PEAK 100-YR FLOW RATE (CFS)
---	PROPOSED CONCRETE PAVEMENT
---	PROPOSED GROUND COUNTOUR

Method:	Average-End Area Method				
	Volume = 0.5 * (Area 1 + Area 2) * (Elev 2 - Elev 1)				
Given:	Outfall Flowline	943.59	ft		
	Design Storage Volume	1.18	ac-ft		
Calculation:					
	Elevation (ft)	Area (sf)	Incremental Volume (cf)	Incremental Volume (ac-ft)	Total Volume (ac-ft)
	943.59	0	0	0.00	0
	944.00	22,062	4,523	0.10	4,523
	945.00	24,936	23,499	0.54	28,022
	946.00	27,881	26,408	0.61	54,430

Modified Rational Method							
A	Existing Runoff Coefficient	0.30		A	Proposed Runoff Coefficient	0.85	
	Area	5.00	Acres		Area	5.00	Acres
	Time of Concentration	25.86	Min.		Time of Concentration	10.00	Min.
Composite	Proposed Runoff Coefficient	0.30		Composite	Proposed Runoff Coefficient	0.85	
	Area	5.00	Acres		Area	5.00	Acres
	Time of Concentration	25.86	Min.		Time of Concentration	10.00	Min.
	100 Year Runoff	10.59	CFS		100 Year Runoff	48.73	CFS
						e	b
	Q _{100 yr}	10.59	CFS		100 Yr Return Period	0.77300	108.000
						a	b
	T _{d100}	56.01	Min.	Table 1.18: Design Fall	100 Yr Return Period	327.75	24.893
	P _{d100}	4.04	in.	P ₁₈₀₋₁₀₀	5.65	in.	
	V _{Preliminary100}	36879.97	Cu. Ft.	V _{Max100}	51616.53	Cu. Ft.	
	V _{Preliminary100}	0.85	Ac. Ft.	V _{Max100}	1.18	Ac. Ft.	

Low Level	C = 0.80	Openings in Concrete Walls
	A = PI* ² /2	Area of pipe
	g = 32.2	Acceleration of Gravity
	h = H/2	Head
100 YR WSE		946
Outfall FL		943.75
Head = (946.00-943.75) - (0.81/2) =		1.83 ft
Q(allowable) =	46.55 Offsite pass through flow plus 10.59 Q from onsite Ex flow	57.14 cfs
D(req.) =	$\frac{4Q}{\pi C \sqrt{2gh}}$	= 2.89 ft = 34.72 in
Use 30" Restrictor		
	$Q = CA \sqrt{2gh} = (0.8)(1.25^2) \pi \sqrt{(2)(32.2)(1.83)} = 42.67$	
Use= 30" Restrictor		

1
C4.1
PROPOSED DRAINAGE AREA MAP
SCALE: 1"=100'
0 100 200 Feet

- PROPOSED DETENTION WAS SIZED USING MODIFIED RATIONAL METHOD. A RESTRICTOR PIPE CALCULATION HAS BEEN PERFORMED AND SIZED TO RELEASE AT POST DEVELOPED FLOW. NO ADVERSE IMPACT TO DOWN STREAM CONVEYANCE IS ANTICIPATED.

Developed Runoff Rate

Site-PR drainage area is the proposed project.

Area ID (acres)	Area (acres)	Comp. C	S (%)	Tc ¹ (min)	i ² (in/hr)	Qallow (cfs)
A	5.00	0.85	2.29%	10.00	11.47	48.91
OS	26.09	0.30	2.94%	34.35	5.95	46.55
TOTAL Ar	31.09				TOTAL Q	95.45

where:

Q = peak discharge (cfs)

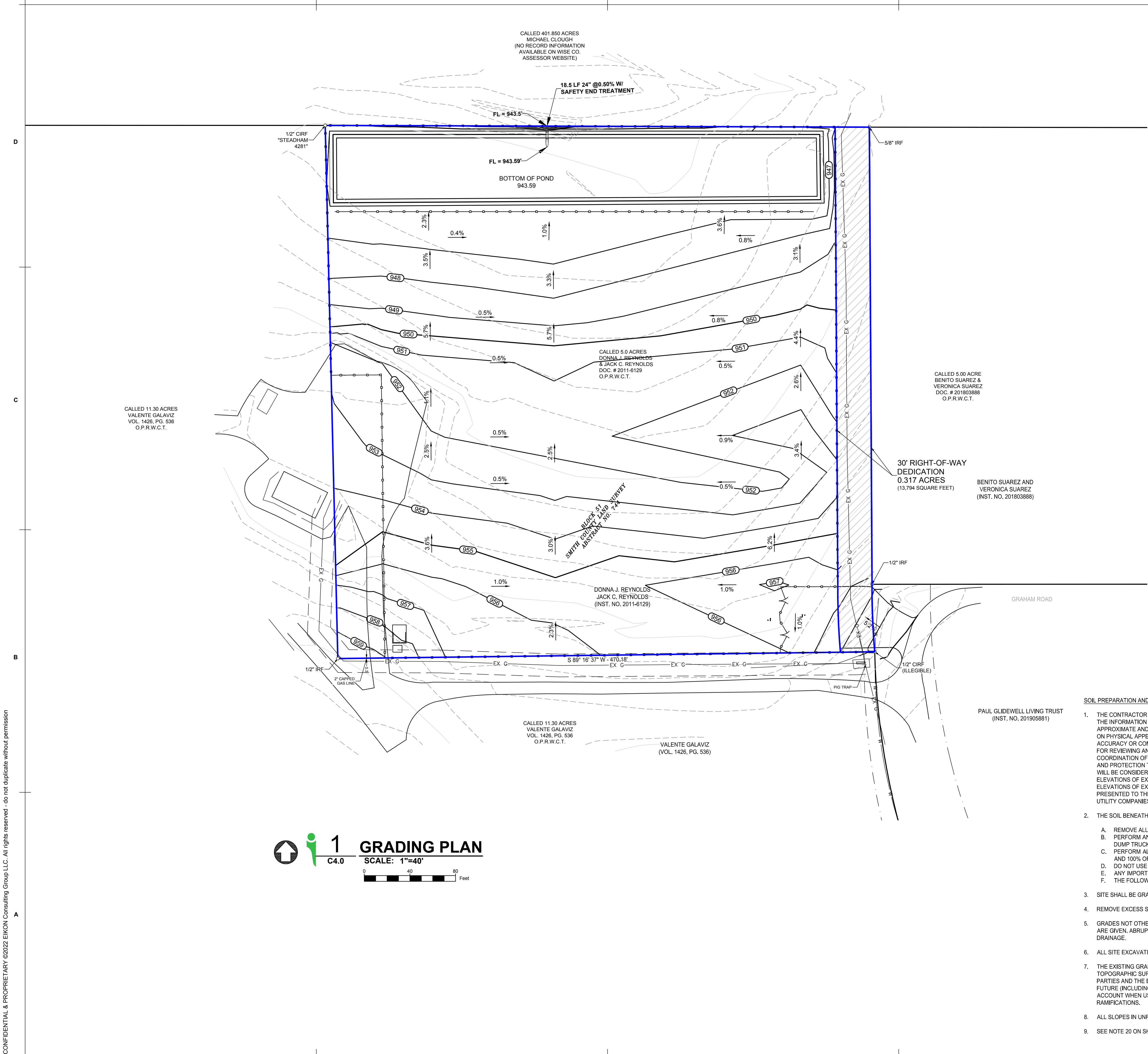
Tc = time of concentration (min)

C = Rational method runoff coefficient

S = average slope along distance "D", in percent (ft/100 ft)

i = 100yr Rainfall intensity (in/hr)

100-yr rainfall coeffs for Wise County, TX	
e	0.7730
b	108.00
d	8.20



LEGEND - GRADING PLAN	
---	PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	BUILDING SETBACK
---	EASEMENT
○	PROPOSED CONTOUR
○	EXISTING CONTOUR
W	PROPOSED WATER LINE
SS	PROPOSED SANITARY SEWER LINE
---	PROPOSED STORM SEWER LINE
EX W	EXISTING WATER LINE
EX SS	EXISTING SANITARY SEWER LINE
---	EXISTING STORM SEWER LINE
EX G	EXISTING GAS LINE
EX OH/E	EXISTING OVERHEAD ELECTRIC LINE
EX UGE	EXISTING UNDERGROUND CABLE LINE
EX UGT	EXISTING UNDERGROUND CABLE LINE
EX UGC	EXISTING UNDERGROUND CABLE LINE
...	ACCESSIBLE ROUTE
▨	PROPOSED CONCRETE PAVEMENT
▨	PROPOSED ASPHALT PAVEMENT
▨	PROPOSED SIDEWALK
▨	EXISTING CONCRETE PAVEMENT
▨	EXISTING ASPHALT PAVEMENT

SOIL PREPARATION AND GRADING NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATING. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON THE INFORMATION AND DATA FURNISHED BY THE OWNERS OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPEARANCES OBSERVED IN THE FIELD. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA, AND THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA, FOR LOCATING ALL UNDERGROUND FACILITIES, FOR COORDINATION OF THE WORK WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION, FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK, THE COST OF ALL OF WHICH WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION AND IS RESPONSIBLE FOR COSTS INCURRED BY PROCEEDING WITH ELEVATIONS OF EXISTING UTILITIES THAT DIFFER FROM THOSE PRESENTED ON THESE PLANS. DISCREPANCIES SHALL BE PRESENTED TO THE ENGINEER FOR REVIEW PRIOR TO PROCEEDING WITH WORK. CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES, AGENCIES AND/OR ENGINEER AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
- THE SOIL BENEATH THE ASPHALT PAVEMENT SHALL BE TREATED AS FOLLOWS:
 - REMOVE ALL VEGETATION, ORGANIC MATERIAL OR OTHER DELETERIOUS MATERIALS.
 - PERFORM ANY CUT OPERATIONS AS NEEDED AND PROOF ROLL THE PAVEMENT AREAS WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK. ANY AREAS WHICH RUT EXCESSIVELY OR PUMP SHALL BE UNDERCUT AND REPLACED WITH COMPACTED FILL.
 - PERFORM ALL FILL OPERATIONS. ALL FILL SHALL BE INSTALLED IN MAXIMUM 8 INCH LIFTS AND COMPACTED BETWEEN 95% AND 100% OF STANDARD PROCTOR AT A MOISTURE CONTENT AT OR ABOVE OPTIMUM
 - DO NOT USE ANY SAND AS FILL UNDER THE PAVEMENT.
 - ANY IMPORTED FILL SHALL BE SIMILAR TO THE ON SITE SOILS AND APPROVED BY EIKON CONSULTING GROUP.
 - THE FOLLOWING TESTS SHALL BE RUN PER 5000 SQUARE FEET OR 300 LINEAR FEET: DENSITY AND MOISTURE CONTROL
- SITE SHALL BE GRADED TO ASSURE DRAINAGE OF SURFACE WATER FROM BUILDINGS.
- REMOVE EXCESS SPOIL FROM THE SITE AND LEGALLY DISPOSE OF THE SOILS.
- GRADES NOT OTHERWISE INDICATED ON THE PLANS SHALL BE UNIFORM LEVELS OR SLOPES BETWEEN POINTS WHERE ELEVATIONS ARE GIVEN. ABRUPT CHANGES IN SLOPES SHALL BE WELL ROUNDED. THE CONTRACTOR IS RESPONSIBLE FOR POSITIVE SITE DRAINAGE.
- ALL SITE EXCAVATION SHALL BE CONSIDERED UNCLASSIFIED EXCAVATION.
- THE EXISTING GRADES AND CONTOURS SHOWN IN THESE PLANS REPRESENT THE ELEVATIONS AS INDICATED ON THE TOPOGRAPHIC SURVEY. DUE TO MANY FACTORS INCLUDING POSSIBLE DISTURBANCE OF THE SOIL OR BENCH MARKS BY OTHER PARTIES AND THE EXPANSIVE/SHRINKAGE NATURE OF THE SOIL, THE ELEVATIONS MAY BE SIGNIFICANTLY DIFFERENT IN THE FUTURE (INCLUDING THE BENCH MARKS). NORMAL EQUIPMENT AND MEASUREMENT ACCURACIES SHOULD BE TAKEN INTO ACCOUNT WHEN USING THESE ELEVATIONS. REFER TO THE GEOTECHNICAL INVESTIGATION FOR THE GEOTECHNICAL RAMIFICATIONS.
- ALL SLOPES IN UNPAVED AREAS SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
- SEE NOTE 20 ON SHEET C7.0 FOR NOTES REGARDING REGRADING OF EXISTING GRAVEL PAVEMENT.

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF DAVID K. ISBELL 37838. IT IS NOT TO BE USED FOR CONSTRUCTION PURPOSES

11/17/2022
TDLR #

RV STORAGE GRAHAM ROAD
NEW FAIRVIEW

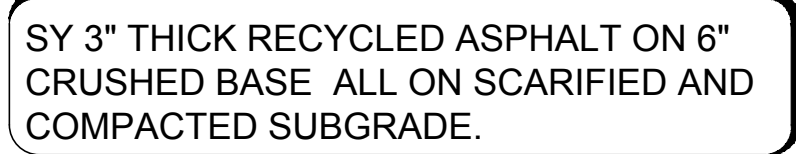
459 GRAHAM ROAD
NEW FAIRVIEW, TEXAS 76078

6/3/2021 9:10:20 AM		
Issued Date:	07-5-22	
Project No:	21065	
Drawn By:	TGS	
Checked By:	DKI	
Designed By:	DKI	
Issue Record		
#	Description	Date
11-17-2022	REVISION 1	
3-14-2023	REVISION 2	

DESIGN DEVELOPMENT

GRADING PLAN

C4.0



ASPHALT OVER CRUSHED LIMESTONE BASE (FLEXBASE)

- CRUSHED LIMESTONE BASE

- ## SOIL PREPARATION UNDER ASPHALT PAVEMENT

- REMOVE ALL VEGETATION, ORGANIC MATERIAL OR OTHER DELETERIOUS MATERIALS.
- PERFORM ANY CUT OPERATIONS AS NEEDED AND PROOF ROLL THE PAVEMENT AREAS WITH A FULLY LOADED TANDEM AXLE DUMP TRUCK, ANY AREAS WHICH RUT EXCESSIVELY OR PUMP SHALL BE UNDERCUT AND REPLACED WITH COMPACTED FILL.
- PERFORM ALL FILL OPERATIONS. ALL FILL SHALL BE INSTALLED IN MAXIMUM 8 INCH LAYS AND COMPACTED TO BETWEEN 95 AND 100% OF STANDARD PROCTOR AT A MOISTURE CONTENT AT OR ABOVE OPTIMUM.
- DO NOT USE ANY SAND AS FILL UNDER THE PAVEMENT. ANY IMPORTED FILL SHALL BE SIMILAR TO THE ON SITE SOILS AND APPROVED BY EIKON.
- THE FOLLOWING TESTS SHALL BE RUN PER 5000 SQUARE FEET OR 300 LINEAR FEET:
 - DENSITY AND MOISTURE CONTROL



1
C6.0

EROSION CONTROL PLAN

SCALE: 1"=40'



EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATING. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON THE INFORMATION AND DATA FURNISHED BY THE OWNERS OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPEARANCES OBSERVED IN THE FIELD. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA, AND THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA, FOR LOCATING ALL UNDERGROUND FACILITIES, FOR COORDINATION OF THE WORK WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION, FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK. THE COST OF ALL OF WHICH WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATIONS OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
2. EROSION CONTROL MEASURES MAY ONLY BE PLACED IN FRONT OF INLETS, OR IN CHANNELS, DRAINAGEWAYS OR BORROW DITCHES AT RISK OF CONTRACTOR. CONTRACTOR SHALL REMAIN LIABLE FOR ANY DAMAGE CAUSED BY THE MEASURES, INCLUDING FLOODING DAMAGE, WHICH MAY OCCUR DUE TO BLOCKED DRAINAGE. AT THE CONCLUSION OF ANY PROJECT, ALL CHANNELS, DRAINAGEWAYS AND BORROW DITCHES IN THE WORK ZONE SHALL BE DREGGED OF ANY SEDIMENT GENERATED BY THE PROJECT OR DEPOSITED AS A RESULT OF EROSION CONTROL MEASURES.
3. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES. (INCLUDING STORM WATER POLLUTION PREVENTION PLAN). THE GENERAL CONTRACTOR SHALL STRICTLY ADHERE TO THE APPROVED TPDES SWPPP DRAWINGS DURING CONSTRUCTION OPERATIONS.
4. PRIOR TO COMMENCING ANY CONSTRUCTION, A CONSTRUCTION ENTRANCE AND PERIMETER SILT FENCE SHALL BE INSTALLED AT THE LOCATIONS SHOWN, OR AS DESCRIBED IN THE SWPPP.
5. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. THE EROSION CONTROL SYSTEM DESCRIBED WITHIN THE CONSTRUCTION DOCUMENTS SHOULD BE CONSIDERED TO REPRESENT THE MINIMUM ACCEPTABLE STANDARDS FOR THIS

PROJECT. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDENT UPON THE STAGE OF CONSTRUCTION. THE SEVERITY OF THE RAINFALL EVEN AND/OR AS DEEMED NECESSARY AS A RESULT OF ON-SITE INSPECTIONS BY THE OWNER, THEIR REPRESENTATIVES OR THE JURISDICTIONAL AUTHORITIES. THESE ADDITIONAL MEASURES SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER. IT IS THE CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ASSURE THAT THE STORM WATER DISCHARGE FROM THE SITE DOES NOT EXCEED THE TOLERANCES ESTABLISHED BY ANY OF THE JURISDICTIONAL AUTHORITIES.

6. IF INSTALLATION OF STORM DRAINAGE SYSTEM SHOULD BE INTERRUPTED BY WEATHER OR NIGHTFALL, THE PIPE ENDS SHALL BE COVERED WITH FILTER FABRIC.
7. AS INLETS ARE COMPLETED, TEMPORARY SEDIMENT BARRIERS SHALL BE INSTALLED.
8. AT THE COMPLETION OF THE PAVING AND FINAL GRADING, THE DISTURBED AREA(S) SHALL BE REVEGETATED IN ACCORDANCE WITH THE SWPPP.
9. THE SPECIFIC PLANT MATERIALS PROPOSED TO PROTECT FILL AND EXCAVATED SLOPES SHALL BE AS INDICATED WITHIN THE SWPPP. PLANT MATERIALS MUST BE SUITABLE FOR USE UNDER LOCAL CLIMATE AND SOIL CONDITIONS. IN GENERAL, HYDROSEEDING OR SODDING BERMUDA GRASS IS ACCEPTABLE DURING THE SUMMER MONTHS (MAY 1 TO AUGUST 30). WINTER RYE OR FESCUE GRASS MAY BE PLANTED DURING TIMES OTHER THAN THE SUMMER MONTHS AS A TEMPORARY MEASURE UNTIL SUCH TIME AS THE PERMANENT PLANTING CAN BE MADE.
10. SILT FENCE AND INLET SEDIMENT BARRIERS SHALL REMAIN IN PLACE UNTIL REVEGETATION HAS BEEN COMPLETED.
11. DISTURBED AREAS THAT ARE SEEDED OR SODDED SHALL BE CHECKED PERIODICALLY TO SEE THAT GRASS COVERAGE IS PROPERLY MAINTAINED. DISTURBED AREAS SHALL BE WATERED, FERTILIZED, AND RESEEDED OR RESODDED, IF NECESSARY. GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION. CONTRACTOR SHOULD ATTAIN A 75% BERMUDA COVERING BY SEEDING OR SODDING OVER ALL AFFECTED CONSTRUCTION AREAS BEFORE EROSION CONTROL CAN BE REMOVED.
12. FREQUENT INSPECTIONS OF THE SILT FENCE SHALL BE MADE. ALL REPAIRS OR REPLACEMENTS SHALL BE MADE IMMEDIATELY.

13. THE CONTRACTOR SHALL INSPECT HIS STABILIZATION AND EROSION CONTROL MEASURES AT MINIMUM OF ONCE EVERY 14 DAYS, AND WITHIN 24 HOURS OF ANY STORM EVENT GREATER THAN 0.5 INCHES. THE CONTRACTOR SHALL REPAIR INADEQUACIES REVEALED BY THE INSPECTION BEFORE THE NEXT STORM EVENT AND SHALL MODIFY HIS SWP3 WITHIN 7 DAYS OF THE INSPECTION. ACCUMULATED SILT SHALL BE REMOVED AND DISPOSED OF WHEN IT REACHES A DEPTH OF SIX (6) INCHES.
14. CONTRACTOR IS RESPONSIBLE FOR PREPARING, FILING, & MAINTAINING THE SWPPP & THE NOI.
15. WHERE SILT FENCE CAN NOT BE USED, THE CONTRACTOR MAY SUBSTITUTE WITH THE FOLLOWING:
-TRIANGULAR SEDIMENT FILTER DIKE PER NCTCOG SPEC 1050A
-"TEXAS POWER MULCH" MULCH FILLED FILTER SOCK
16. THE CONTRACTOR SHALL REFER TO EROSION CONTROL NARRATIVE AND SWPPP COORDINATION/INVESTIGATION DOCUMENTATION PROVIDED BY OTHERS FOR APPROPRIATE EROSION CONTROL MEASURES AND PROCEDURES FOR THIS PROJECT.
17. THE CONTRACTOR SHALL SUBMIT A COPY OF THE SWPPP TO THE CITY PRIOR TO CONSTRUCTION.

LEGEND - EROSION CONTROL PLAN

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- BUILDING SETBACK
- EASEMENT
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED STORM SEWER LINE
- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- EXISTING STORM SEWER LINE
- EXISTING GAS LINE
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING UNDERGROUND CABLE LINE
- PROPOSED CONCRETE PAVEMENT
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SIDEWALK
- EXISTING CONCRETE PAVEMENT
- EXISTING ASPHALT PAVEMENT
- EXISTING TREE TO REMAIN
- PROPOSED FIRE HYDRANT
- PROPOSED GATE VALVE
- PROPOSED WATER METER
- PROPOSED MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING GATE VALVE
- EXISTING WATER METER
- EXISTING MANHOLE
- EXISTING POWER POLE
- SEDIMENT CONTROL BARRIER
- STABILIZED CONSTRUCTION ENTRANCE
- ROCK CHECK DAM
- INLET PROTECTION

EIKON

www.eikoncg.com
Texas Firm F-12759
ARCHITECTS & ENGINEERS
EIKON Consulting Group
1405 West Chapman Drive
Sanger, Texas 76266
Phone 940.458.7503

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11/17/2022

TDLR #

RV STORAGE GRAHAM ROAD
NEW FAIRVIEW

459 GRAHAM ROAD
NEW FAIRVIEW, TEXAS 76078

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Issued Date:	07-5-22	
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3-14-2023	REVISION 2	

DESIGN DEVELOPMENT

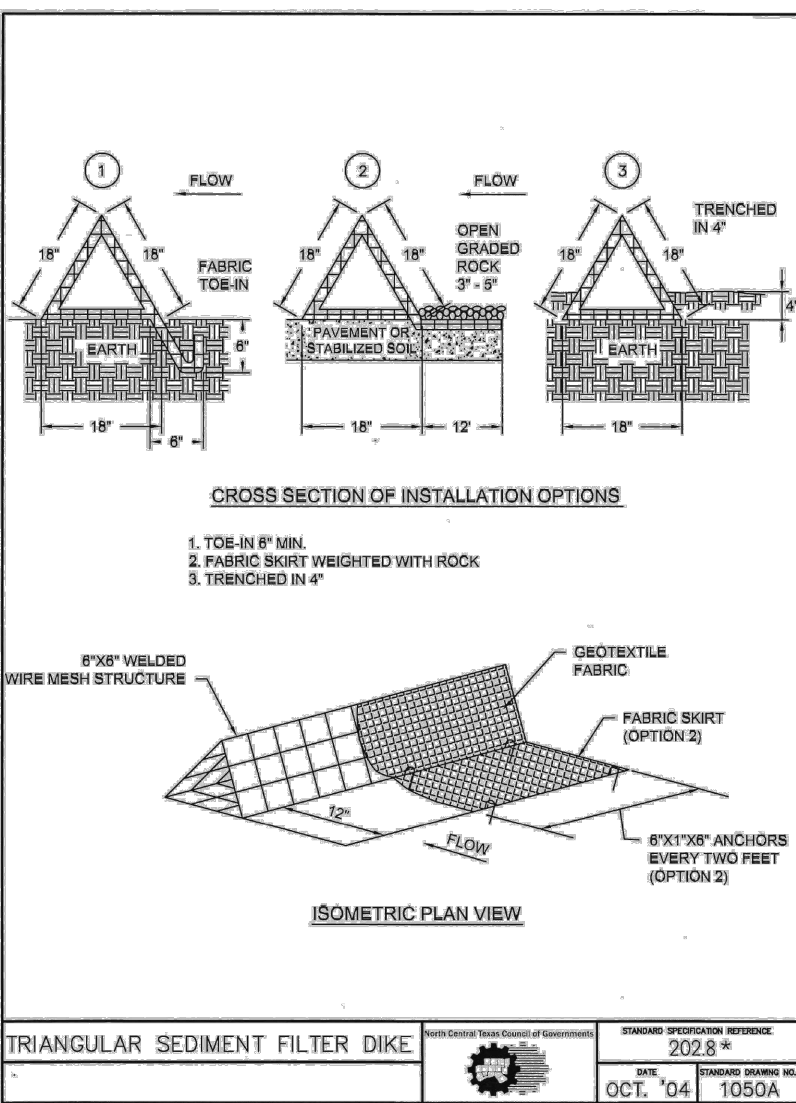
EROSION CONTROL
PLAN

C6.0

- TRIANGULAR SEDIMENT FILTER DIKE GENERAL NOTES:**
1. DIKES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT DIKE.
 2. THE FABRIC COVER AND SKIRT SHALL BE A CONTINUOUS EXTENSION OF THE FABRIC ON THE UPSTREAM FACE, AND FABRIC SHALL BE OVERLAPPED A MINIMUM OF 12".
 3. THE SKIRT SHALL BE WEIGHTED WITH A CONTINUOUS LAYER OF TYPE "A" 18" RAP, OR TIED-IN 6" WITH MECHANICALLY COMPACTED MATERIAL. OTHERWISE, THE ENTIRE STRUCTURE SHALL BE TRENCHED TO A DEPTH OF 4" INCHES.
 4. DIKES AND SKIRT SHALL BE SECURELY ANCHORED IN PLACE USING 6-INCH WIDE STAPLES ON 2-FOOT CENTERS ON BOTH EDGES AND SKIRTS.
 5. FILTER MATERIAL SHALL BE LAPPED OVER ENDS 6" TO COVER DIKE TO DIKE JOINTS. JOINTS SHALL BE FASTENED WITH GALVANIZED SHIRT RINGS.
 6. THE DIKE STRUCTURE SHALL BE 6 GA. 6" X 6" WIRE MESH, 18" ON A SIDE.
 7. INSPECTION SHALL BE AS SPECIFIED IN THE SWPPP. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED BY THE CONTRACTOR.
 8. THE FILTER DIKE SHALL BE REMOVED WHEN FINAL STABILIZATION IS ACHIEVED OR ANOTHER EROSION OR SEDIMENT CONTROL DEVICE IS EMPLOYED.
 9. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES APPROXIMATELY 6-INCHES IN DEPTH. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

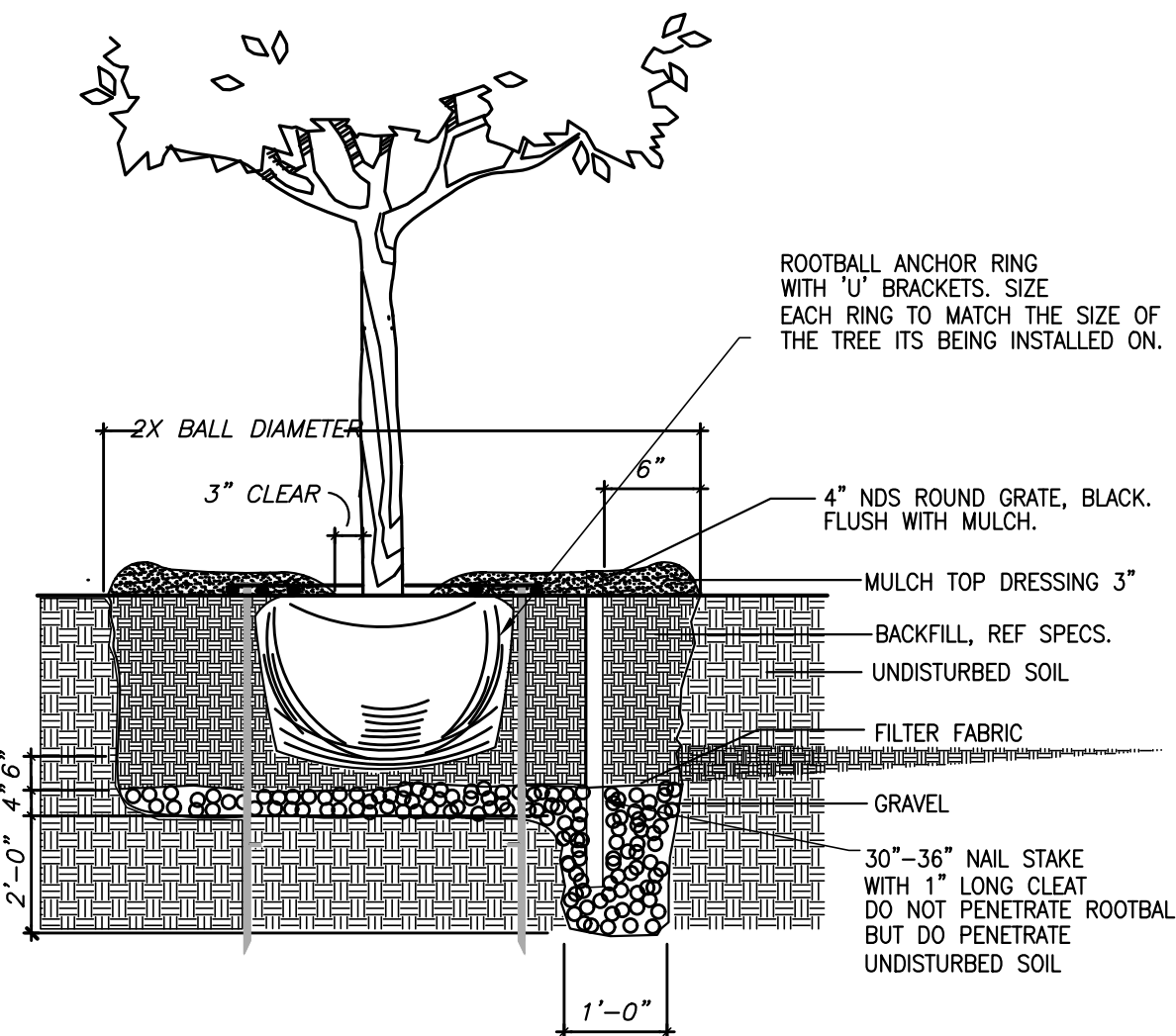
TRIANGULAR SEDIMENT FILTER DIKE
SECTION 105000
OCT. '04 105000

*Section 10 Standard Drawings as of October 2004. Reference number only has been updated for Fifth Edition Specifications. Public Works Construction Standards North Central Texas, Fifth Edition.



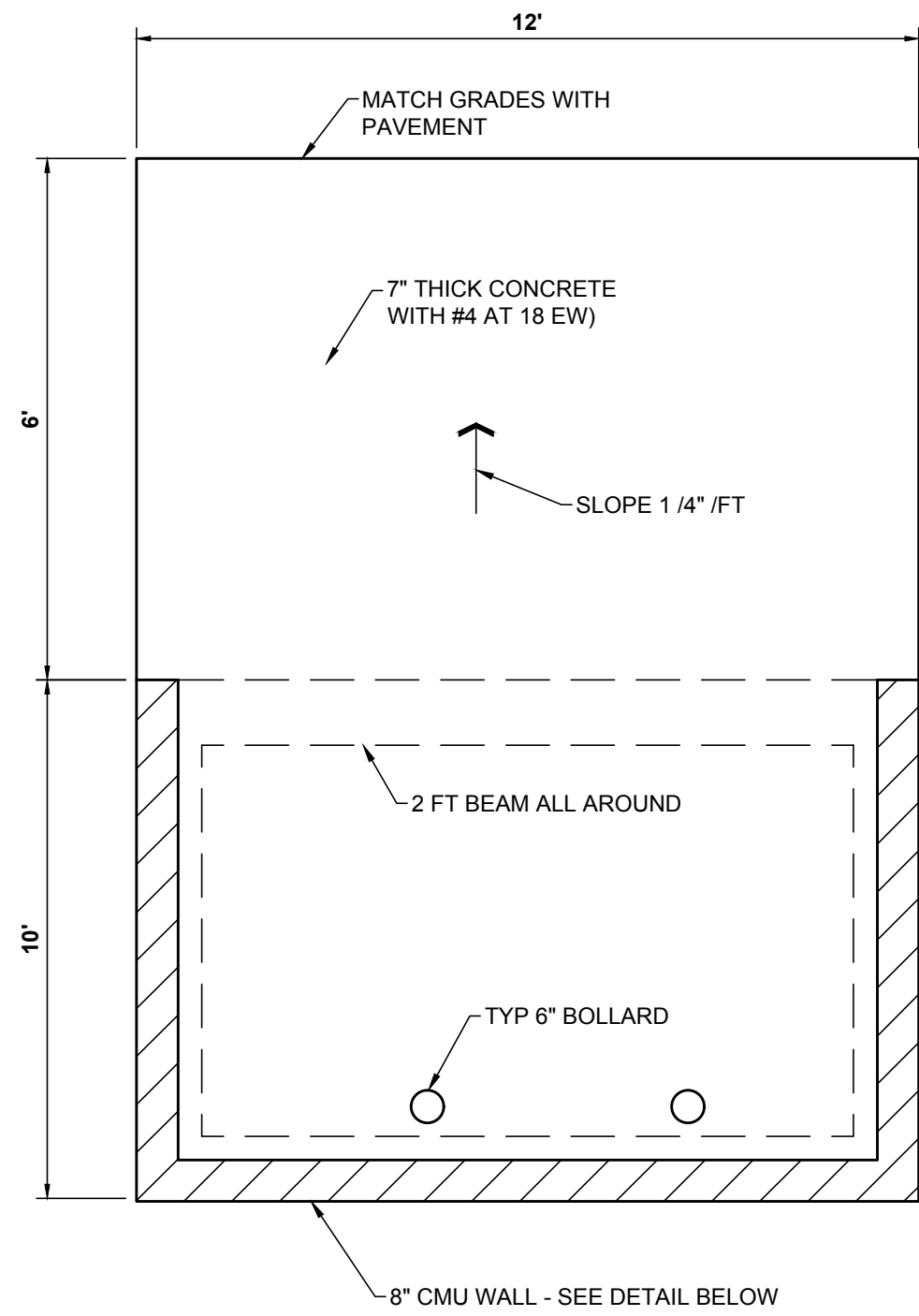
TRIANGULAR SEDIMENT FILTER DIKE

C7.0 NOT TO SCALE

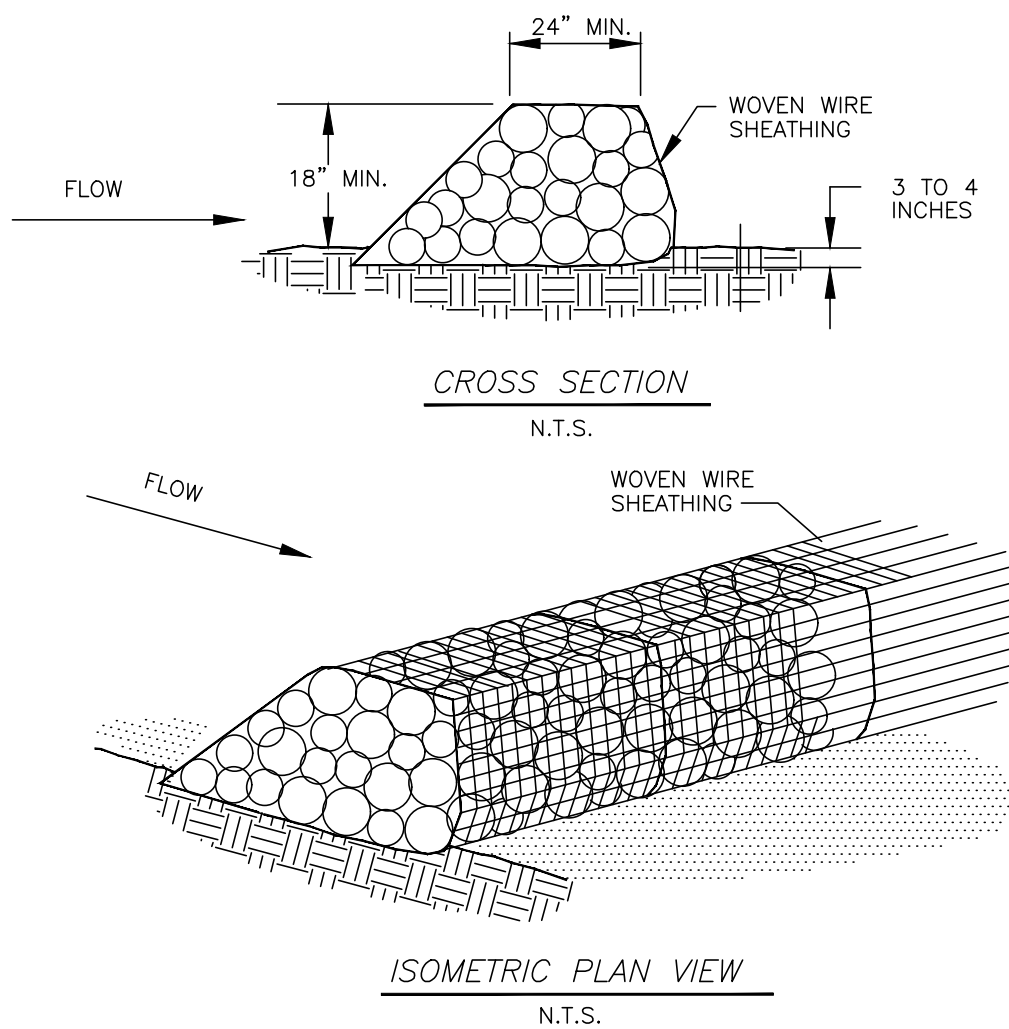


TREE STAKING AND PLANTING DETAIL

SCALE: NOT TO SCALE



DUMPSTER ENCLOSURE PLAN
SCALE: 3/4"=1'-0"

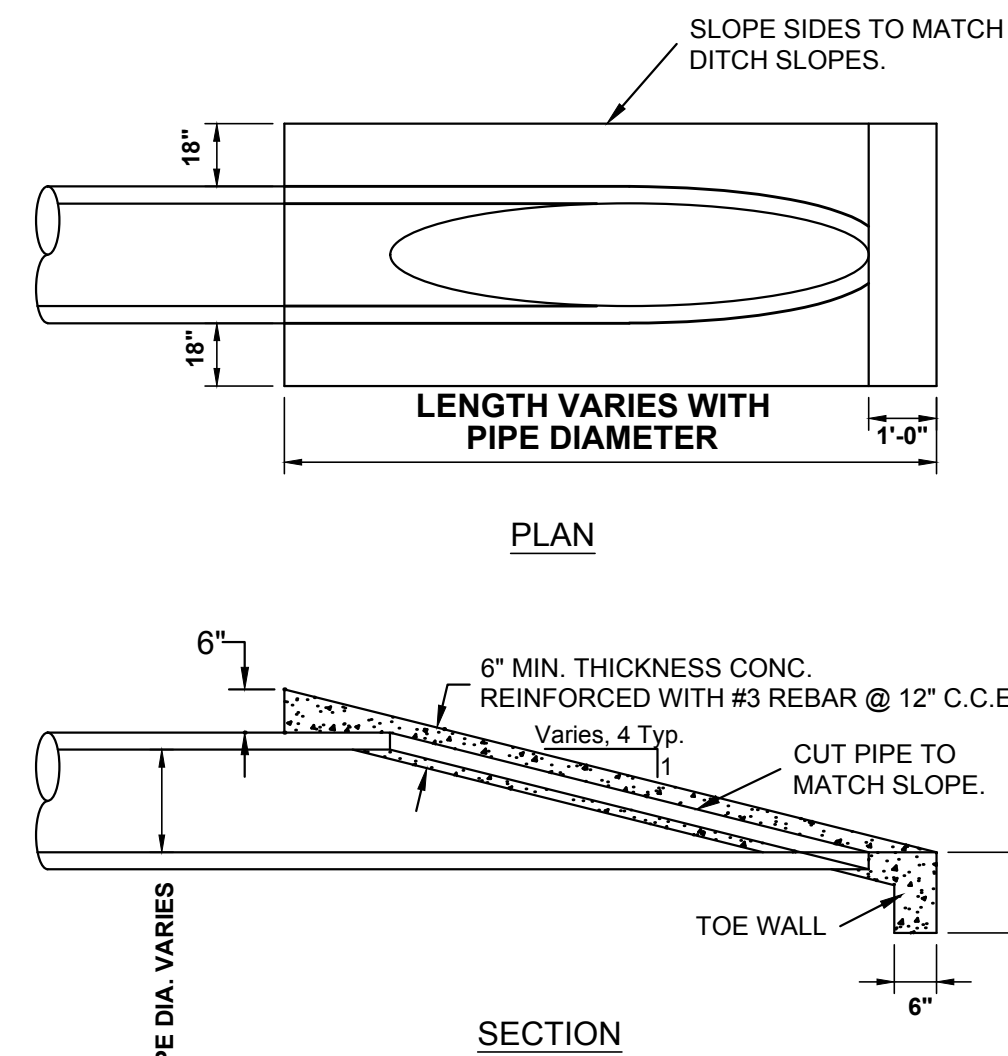


ROCK CHECK DAM GENERAL NOTES:

1. USE ONLY OPEN GRADED ROCK 4-8 INCHES IN DIAMETER FOR STREAM FLOW CONDITION. USE OPEN GRADED ROCK 3-5 INCHES IN DIAMETER FOR OTHER CONDITIONS.
2. THE ROCK CHECK DAM SHALL BE SECURED WITH A WOVEN WIRE SHEATHING HAVING A MAXIMUM OPENING OF 1 INCH AND A MINIMUM WIRE SIZE OF 20 GAUGE AND SHALL BE BURIED IN A TRENCH APPROXIMATELY 3 TO 4 INCHES DEEP.
3. THE ROCK CHECK DAM SHALL BE INSPECTED EVERY TWO WEEKS OR AFTER EACH 1/2" RAIN EVENT AND SHALL BE REPLACED WHEN THE STRUCTURE CEASES TO FUNCTION AS INTENDED DUE TO SILT ACCUMULATION AMONG THE ROCKS, WASHOUT, CONSTRUCTION TRAFFIC DAMAGE, ETC.
4. WHEN SILT REACHES A DEPTH EQUAL TO ONE-THIRD OF THE HEIGHT OF THE DAM OR ONE FOOT, WHICHEVER IS LESS, THE SILT SHALL BE REMOVED AND DISPOSED OF PROPERLY.

ROCK CHECK DAM

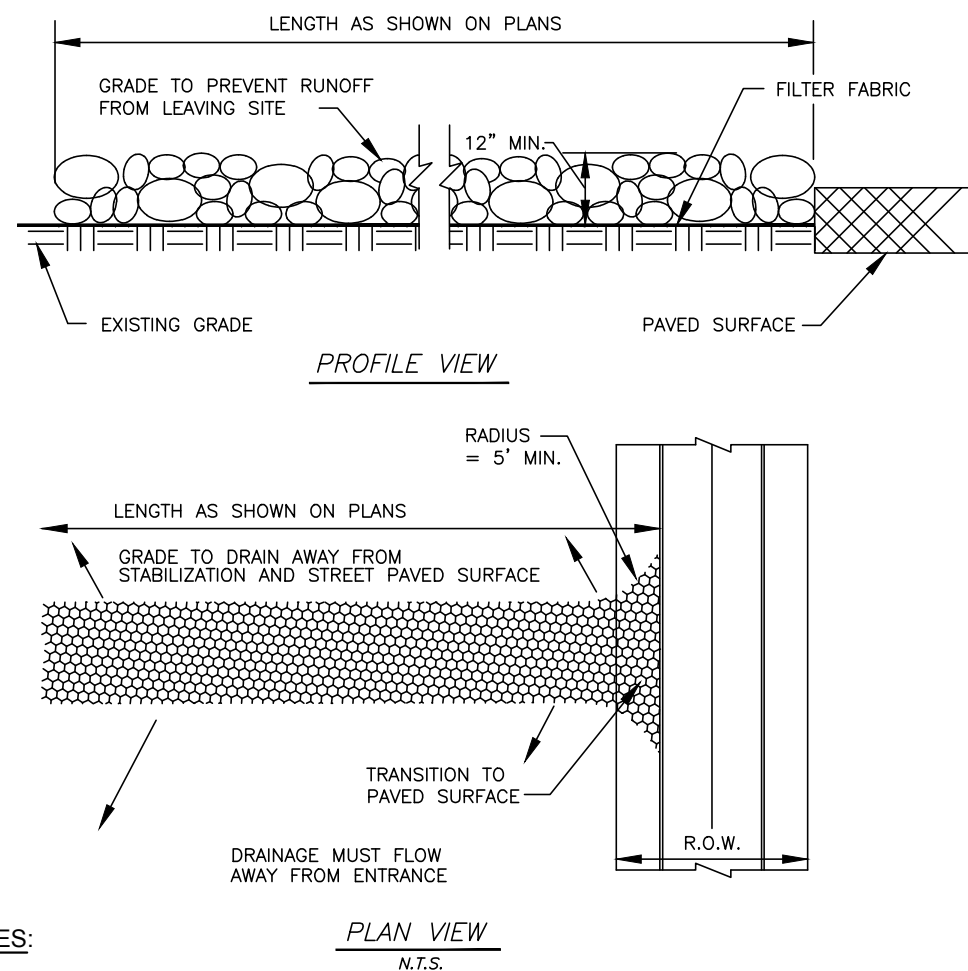
C7.0 NOT TO SCALE



- NOTES:**
1. Concrete shall be 3,000 PSI and conform to BCS Unified Specifications, Section 03 30 00
 2. Reinforcing steel shall be Grade 60.

SLOPED END TREATMENTS FOR CULVERTS AND STORM SEWERS

C7.0 NOT TO SCALE

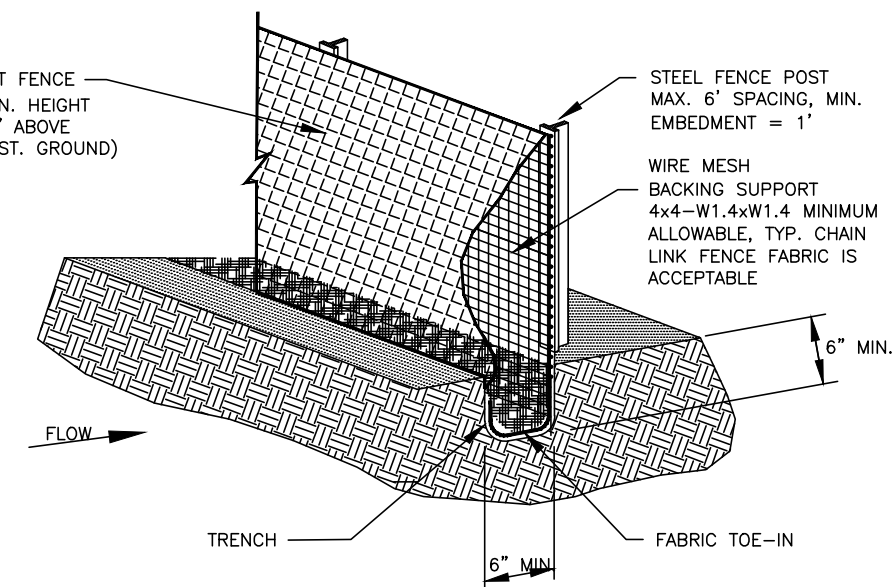


NOTES:

1. STONE SHALL BE 3 TO 5 INCH DIAMETER CRUSHED ROCK.
2. LENGTH SHALL BE SHOWN ON PLANS, WITH A MINIMUM LENGTH OF 30 FEET FOR LOTS WHICH ARE LESS THAN 150 FEET FROM EDGE OF PAVEMENT. THE MINIMUM DEPTH IN ALL OTHER CASES SHALL BE 50 FEET.
3. THE THICKNESS SHALL NOT BE LESS THAN 12 INCHES.
4. THE WIDTH SHALL BE NO LESS THAN THE FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. WHEN NECESSARY, VEHICLES SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTRANCE ONTO A PUBLIC ROADWAY. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WITH DRAINAGE FLOWING AWAY FROM BOTH THE STREET AND THE STABILIZED ENTRANCE. ALL SEDIMENT SHALL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH OR WATERCOURSE USING APPROVED METHODS.
6. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PAVED SURFACES. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND. ALL SEDIMENT SPILLED, DROPPED, WASHED, OR TRACKED ONTO PAVED SURFACES MUST BE REMOVED IMMEDIATELY.
7. THE ENTRANCE MUST BE PROPERLY GRADED OR INCORPORATE A DRAINAGE SWALE TO PREVENT RUNOFF FROM LEAVING THE CONSTRUCTION SITE.

TEMPORARY STABILIZED CONSTRUCTION ENTRANCE

C7.0 NOT TO SCALE

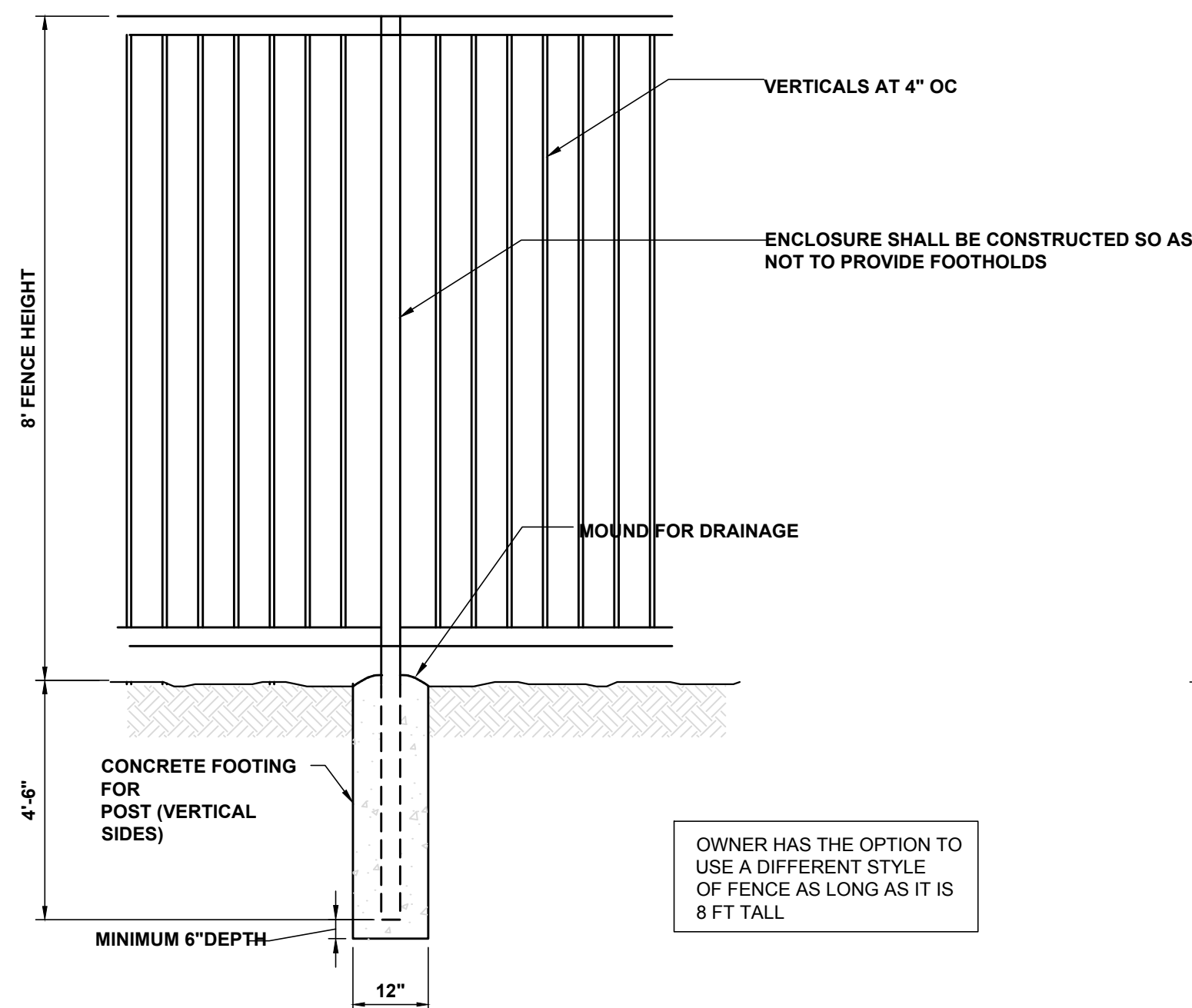


SILT FENCE GENERAL NOTES:

1. STEEL POSTS WHICH SUPPORT THE SILT FENCE SHALL BE INSTALLED ON A SLIGHT ANGLE TOWARD THE ANTICIPATED RUNOFF SOURCE. POST MUST BE EMBEDDED A MINIMUM OF ONE FOOT.
2. THE TOE OF THE SILT FENCE SHALL BE TRENCHED IN WITH A SPADE OR MECHANICAL TRENCHER, SO THAT THE DOWNSLOPE FACE OF THE TRENCH IS FLAT AND PERPENDICULAR TO THE LINE OF FLOW. WHERE FENCE CANNOT BE TRENCHED IN (e.g. PAVEMENT), WEIGHT FABRIC FLAP WITH ROCK ON UPHILL SIDE TO PREVENT FLOW FROM SEEPING UNDER FENCE.
3. THE TRENCH MUST BE A MINIMUM OF 6 INCHES DEEP AND 6 INCHES WIDE TO ALLOW FOR THE SILT FENCE FABRIC TO BE LAID IN THE GROUND AND BACKFILLED WITH COMPACTED MATERIAL.
4. SILT FENCE SHOULD BE SECURELY FASTENED TO EACH STEEL SUPPORT POST OR TO WOVEN WIRE, WHICH IN TURN IS ATTACHED TO THE STEEL FENCE POST. THERE SHALL BE A 3 FOOT OVERLAP, SECURELY FASTENED WHERE ENDS OF FABRIC MEET.
5. INSPECTION SHALL BE MADE EVERY TWO WEEKS AND AFTER EACH 1/2" RAINFALL. REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED.
6. SILT FENCE SHALL BE REMOVED WHEN THE SITE IS COMPLETELY STABILIZED SO AS NOT TO BLOCK OR IMPEDE STORM FLOW OR DRAINAGE.
7. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF HALF THE HEIGHT OF THE FENCE. THE SILT SHALL BE DISPOSED OF AT AN APPROVED SITE AND IN SUCH A MANNER AS TO NOT CONTRIBUTE TO ADDITIONAL SILTATION.

SILT FENCE

C7.0 NOT TO SCALE



TYPICAL 8 FT CHAIN LINK FENCE DETAIL

NOT TO SCALE

Project		Catalog #		Type	
Prepared by		Notes		Date	



Lumark

Prevail LED

Area / Site Luminaire

Product Features



Product Certifications



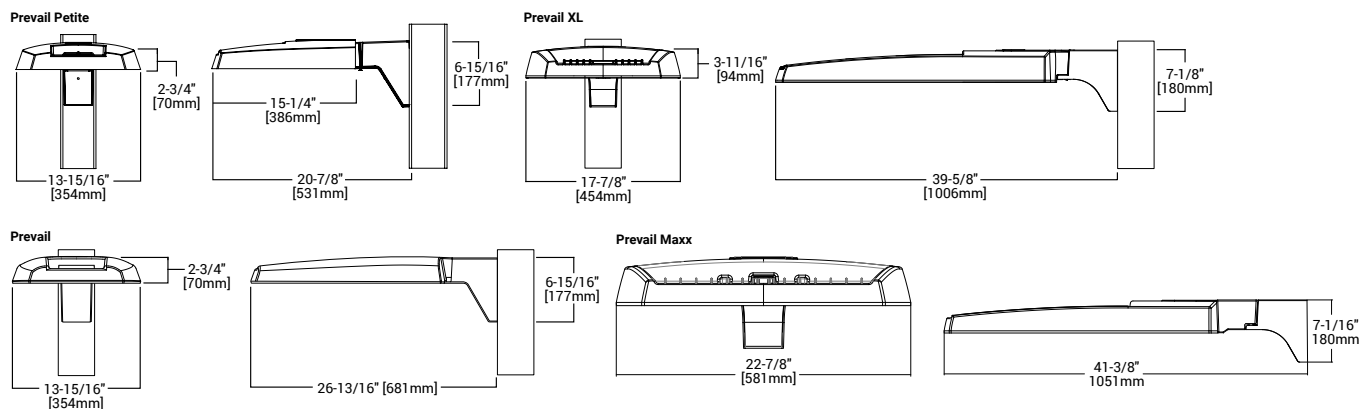
Interactive Menu

- Ordering Information page 2
- Mounting Details page 3, 4
- Optical Configurations page 5
- Product Specifications page 5
- Energy and Performance Data page 6, 7
- Control Options page 8

Quick Facts

- Lumen packages range from 4,800 - 84,000 lumens (35W - 588W)
- Replaces 70W up to 1,000W HID equivalents
- Efficacies up to 160 lumens per watt
- Energy and maintenance savings up to 85% versus HID solutions
- Standard universal quick mount arm with universal drill pattern

Dimensional Details

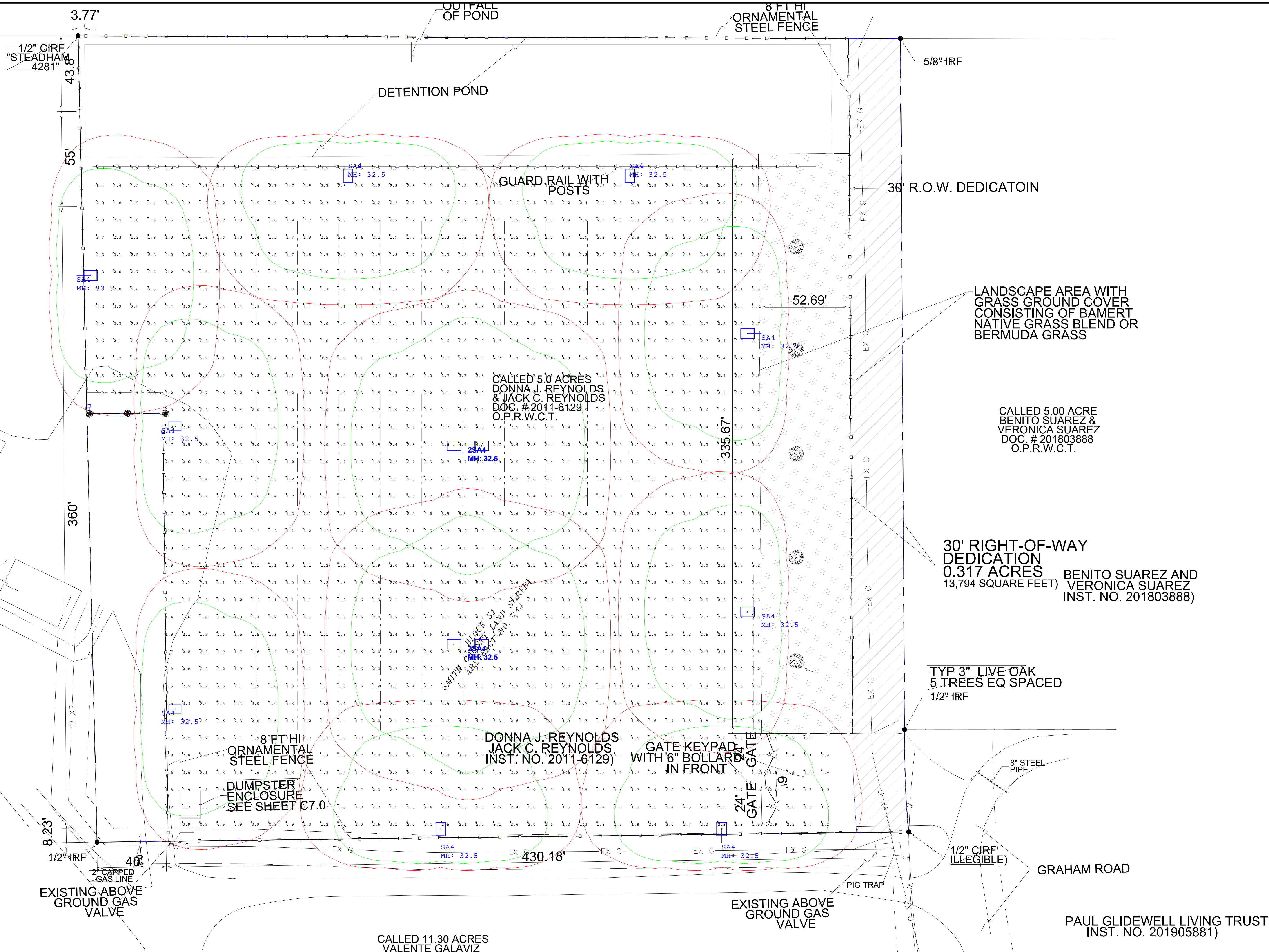


NOTES:

1. Visit <https://www.designlights.org/search/> to confirm qualification. Not all product variations are DLC qualified.
2. IDA Certified for 3000K CCT and warmer only.

Connected Systems

- WaveLinx



GENERAL NOTES

-THIS CALCULATION IS BASED ON AN OPEN AREA. OBJECTS AND OBSTRUCTIONS WITHIN THIS AREA WILL AFFECT FINAL LIGHTING LEVELS.

-THE CALCULATED FOOTCANDLE LEVELS INDICATE LUMINAIRE PERFORMANCE BASED ON THE INFORMATION PROVIDED TO TEXAS LIGHTING SOLUTIONS, INC. WE MAKE NO CLAIMS OF COMPLIANCE WITH ANY LOCAL OR STATE LIGHTING CODES.

-CALCULATIONS ARE PROVIDED USING INDUSTRY RECOGNIZED SOFTWARE AND ARE PROVIDED FOR ESTIMATION PURPOSES ONLY. INPUT DATA FOR THE CALCULATIONS CORRESPONDS TO THE INFORMATION PROVIDED TO US (ASSUMPTIONS MAY BE MADE FOR INFORMATION THAT IS NOT PROVIDED). IT IS THE RESPONSIBILITY OF THOSE USING THIS SERVICE TO VERIFY OUR INPUT DATA IS CONSISTENT WITH EXPECTED FIELD CONDITIONS. RESULTS OF THE LIGHTING CALCULATIONS ACCURATELY REFLECT THE INPUT DATA. HOWEVER, ACTUAL LIGHTING LEVELS WILL VARY DEPENDING ON FIELD CONDITIONS SUCH AS ROOM CHARACTERISTICS, TEMPERATURE, VOLTAGE, AND LAMP/LUMINAIRE OUTPUT AND OTHER FACTORS. CALCULATIONS ARE ALSO SUBJECT TO THE LIMITATIONS OF THE SOFTWARE. DUE TO THE ABOVE CONSIDERATIONS, TEXAS LIGHTING SOLUTIONS CANNOT GUARANTEE THAT ACTUAL LIGHT LEVELS MEASURED IN THE FIELD WILL MATCH OUR INITIAL CALCULATIONS.



TEXAS LIGHTING SOLUTIONS

831 WEST EULESS BLVD, SUITE 15
EULESS, TEXAS 76040
TEL: 817-267-9300
TLS CONSULTANT: Shad Campbell
CLIENT:

Luminaire Schedule						
Symbol	Qty	Label	LLF	Description	Lum. Watts	Lumens/Lamp
SA4	9	SA4	0.900	PRV-XL-C100-D-UNV-T4-B2-HSS	217	N.A.
2SA4	2	2SA4	0.900	PRV-XL-C100-D-UNV-T4-B2-HSS	217	N.A.

Calculation Summary						
Label	CalcType	Units	Avg	Max	Min	Avg/Min
Site	Illuminance	Fc	1.94	5.7	0.9	2.16

- NOTES
1. Calc at grade level
 2. Mounted on a 30' pole on a 2.5' base

PHOTOMETRIC PLAN
SCALE: 1" = 25'-0"

NO.	REVISION	DATE

SCALE: _____

JOB NAME: _____

JOB LOCATION: _____

Page Number: 1
Date: 3/29/2023



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

May 1, 2023

Bid Award for Public Works Department Truck

DESCRIPTION:

Receive, consider, and act on a Resolution awarding the 2023 Vehicle Bid for a Public Works Department truck to Denton Chrysler, Dodge, Jeep, Ram, and authorize the City Administrator to execute the contracts.

BACKGROUND INFORMATION:

The City Council has directed staff to focus on maintenance and reconstruction of our public infrastructure including our roads. To accomplish this, staff assessed equipment and personnel needs and determined that the addition of a work truck is needed. The City currently owns a 2008 Chevrolet, 3500 Dually, diesel truck that has over 100,000 miles. We have been experiencing maintenance issues with this truck and are not sure how much longer it will be useful to the City.

Unfortunately, we do not have another truck in our fleet to use if the current truck breaks down. The purchase of another truck will allow us to work more efficiently because we will have a vehicle for each public works employee to use. We will be able to haul two trailers to job sites and cut down the back and forth driving we are doing now to haul equipment to job sites.

Staff issued a Request for Proposals (RFP) on April 6, 2023, through public notice in the *Wise County Messenger* for competitive sealed bids for new, 2023 Model-year, full size, crew cab, 4-wheel drive pickup, standard bed, and standard equipment.

A total of four proposals were received. The scoring committee met on April 20, 2023, to evaluate the submitted proposals in accordance with the criteria established in the RFP. The low bid of \$52,238.00 was submitted by Karl Klement Chrysler, Dodge, Jeep, in Decatur. This truck will need to be ordered and it will take approximately 120 days for delivery. Staff was informed by Denton Chrysler, Dodge, Jeep, Ram that they sold their truck so that is no longer available. The Glenn Polk Autoplex truck is the same model as the Karl Klement one (\$52,238.00) and will also have a 120 day delivery. The Karl Klement Chrysler, Dodge, Jeep,

truck for \$56,184.00 has been built and is scheduled to arrive in the first of May. This truck comes with a sprayed bedliner, 50-gallon gas tank, anti-spin differential rear axle, 115 V auxiliary front power outlet, tubular side steps, trailer brake control, and the vinyl seats . These additional features amount to approximately \$6,280 if purchased as add ons. Based on the evaluation by the scoring committee, the recommendation is to award the bid to Karl Klement Chrysler, Dodge, Jeep for \$56,184.00 for a Tradesman 4x4 Crew Cab eight (8) foot box truck for the Public Works Department.

With the purchase of the Public Works Department truck, additional items will need to be acquired to outfit the truck for purposes specific to its duties for the City. This includes a Headache rack, lite bar and safety lights, back-up alarm, vinyl lettering for the truck, truck bed mounted diesel tank with toolbox, cone mount, 5th wheel hitch, fifth wheel back-up camera. The cost of these add-ons is approximately \$8,000.

The purchase of this truck was discussed with the Council during the formulation of the Fiscal Year 2022-23 Budget. As a result, \$65,000 is included in the Capital Outlay section of the Public Works Department Budget that was approved by the Council.

Staff recommend approval of the Resolution.

FINANCIAL CONSIDERATION:

The City obtained the following bids:

- \$52,238.00 Karl Klement Chrysler, Dodge, Jeep, (Decatur)
- \$52,435.99 Denton Chrysler, Dodge, Jeep, Ram (Denton)
- \$52,782.00 Glenn Polk Autoplex (Gainesville)
- \$56,184.00 Karl Klement Chrysler, Dodge, Jeep, (Decatur)

On Oct. 3, 2022, the City Council approved a loan agreement with Government Capital that included the borrowing of \$65,000 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** a Resolution awarding the 2023 Vehicle Bid to Karl Klement Chrysler, Dodge, Jeep for \$56,184.00 for a Tradesman 4x4 Crew Cab eight (8) foot box truck for the Public Works Department, and authorize the City Administrator to execute the contracts.

ATTACHMENT(S):

1. Resolution 202305-01-128
2. Bids



**CITY OF NEW FAIRVIEW, TEXAS
RESOLUTION 202305-01-128**

A RESOLUTION AWARDING THE 2023 VEHICLE BID FOR A PUBLIC WORKS DEPARTMENT TRUCK TO DENTON CHRYSLER, DODGE, JEEP, RAM, AND AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE CONTRACTS, IN AN AMOUNT NOT TO EXCEED \$52,238.00.

WHEREAS, The Public Works Department determined that an additional work truck is needed for more efficient work operations, and

WHEREAS, the purchase of this truck was discussed with the City Council during the formulation of the Fiscal Year 2022-23 Budget, and resulted in \$65,000 being included in the Capital Outlay section of the Public Works Department Budget that was approved by the Council, and

WHEREAS, the City issued a Request for Proposals (RFP) on April 6, 2023, for competitive sealed bids for a new, 2023 Model-year, full size, crew cab, 4-wheel drive pickup, standard bed and standard equipment, and

WHEREAS, a total of four proposals were received and the scoring committee met to evaluate the submitted proposals in accordance with the criteria established in the RFP and recommend that the vehicle submitted by the following bidder/vendor is the responsible and best bid/price received to meet our needs.

Amount of Base Bid
\$56,184.00

Bidder/Vendor
Karl Klement Chrysler, Dodge, Jeep, (Decatur)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEW FAIRVIEW, TEXAS:

Section 1: That the City Council hereby approves the purchase of a 2023 Ram 2500 Tradesman 4x4 Crew Cab eight (8) foot box truck from Karl Klement Chrysler, Dodge, Jeep, (Decatur).

Section 2: The City Administrator is hereby authorized to execute any and all appropriate documents to complete the sale.

PRESENTED AND PASSED on this 1st day of May 2023, at a regular meeting of the New Fairview City Council.

JOHN TAYLOR, Mayor

ATTEST:

BROOKE BOLLER, City Secretary

FCA US LLC INVOICE

5789-A

PLANT	ZONE	DEALER	VEHICLE ID NUMBER	INVOICE NO.	INVOICE DT.
SALTILLO	63	45834	3C6UR5HJ9NG410419	N-DJ7-S0001136	11/18/22

SHIP Denton Chrysler Dodge Jeep Ram

TO: 4984 S I 35 E

DENTON

TX 76210-

IGN KEY

TRK KEY

ACC KEY

SOLD Denton Chrysler Dodge Jeep Ram

TO: 4984 S I 35 E

DENTON

TX 76210-

8475-01-BN18

PAID FOR BY: COMERICA BANK

CREDIT SALE XX CASH SALE

SHIPPING WT. 6648

SAE HP 49.1

000-072000-00

BODY & EQUIP.	DESCRIPTION	FACTORY WHOLESALE PRICE
DJ7L92	RAM 2500 TRADESMAN CREW CAB 4X4	48,154.00
PW7	Bright White Clear Coat	
TX8	HD Vinyl 40/20/40 Split Bench Seat	NO CHARGE
AAU	Safety Group	2,931.00
DFX	8-Spd Auto 8HP75-LCV Transmission	NO CHARGE
DSA	Anti-Spin Differential Rear Axle	456.00
ESB	6.4L V8 Heavy Duty HEMI MDS Engine	NO CHARGE
JKV	115V Auxiliary Front Power Outlet	235.00
MRU	Mopar Black Tubular Side Steps	409.00
XHC	Trailer Brake Control	364.00
XMF	Mopar Spray in Bedliner	552.00
YG2	5.2 Additional Gallons of Gas	15.00
2GA	Customer Preferred Package 2GA	
2TA	Customer Preferred Package 2TA	
4FM	Fleet Option Editor	
4NU	Fuel Fill/Battery Charge	109.00
4UQ	T3AC	125.00
001	DESTINATION CHARGE	1,895.00
	HB169100/SFP 56400	
	MDH # 110202	
	EP 52683	
	PP 54768	
	DR 54570	
	USE DEALERCONNECT TO OBTAIN KEY INFORMATION	

MSRP RETAIL TOTAL 58,225.00

TOTAL 55,245.00

ORIGINAL INVOICE

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE THE UNITED STATES.

Denton Chrysler Dodge Jeep Ram

Date: **4/6/2023 5:04 PM**

Salesperson: **Jordan May**

Manager: **Jordan May**

Customer ID #: **46767**

FOR INTERNAL USE ONLY

CUSTOMER **JOSHUA BARNWELL** Home Phone : **(214) 243-0344**
9835 WALNUT HILL DR
Address : **PROVIDENCE VILLAGE, TX 76227** Work Phone :
DENTON
E-Mail : **barnwellthebuilder@gmail.com** Cell Phone : **(214) 243-0344**

VEHICLE

Stock # : **NG410419** New / Used : **New** VIN : **3C6UR5HJ9NG410419** Mileage: **21**

Vehicle : **2022 RAM 2500** Color : **PW7/Bright Whit**

Type : **Tradesman 4x4 Crew Cab 8 ft. box 16** **DJ7L92**

Market Value Selling Price	58,225.00
Discount	- 4,921.00
Rebate	- 2,000.00
Adjusted Price	51,304.00
CALTEX Resistall	695.00
Total Purchase	51,999.00
Documentary Fee	149.00
Title Fee	33.00
License Fee	109.25
Inspection Fee	23.75
Road and Bridge	25.00
E-Tag Fee	5.00
VIT	91.99
Cash Deposit	.00
Balance	52,435.99

Customer Approval: _____ Management Approval: _____

Denton Chrysler Dodge Jeep Ram

Date: **4/6/2023 4:51 PM**

Salesperson: **Jordan May**

Manager: **Jordan May**

Customer ID #: **46767**

FOR INTERNAL USE ONLY

CUSTOMER **JOSHUA BARNWELL** Home Phone : **(214) 243-0344**
9835 WALNUT HILL DR
Address : **PROVIDENCE VILLAGE, TX 76227-5405** Work Phone :
DENTON
E-Mail : **barnwellthebuilder@gmail.com** Cell Phone : **(214) 243-0344**

VEHICLE
Stock # : **NG410419** New / Used : **New** VIN : **3C6UR5HJ9NG410419** Mileage: **21**
Vehicle : **2022 RAM 2500** Color : **PW7/Bright Whit**
Type : **Tradesman 4x4 Crew Cab 8 ft. box 16** **DJ7L92**

Market Value Selling Price	58,225.00
Discount	- 4,921.00
Rebate	- 2,000.00
Adjusted Price	51,304.00
CALTEX Resinstall	695.00
Total Purchase	51,999.00
Tax	3,249.94
Documentary Fee	149.00
Title Fee	33.00
License Fee	109.25
Inspection Fee	23.75
Road and Bridge	25.00
E-Tag Fee	5.00
VIT	91.99
Cash Deposit	.00
Balance	55,685.93

Customer Approval: _____ Management Approval: _____

INVITATION FOR BID
CITY OF NEW FAIRVIEW
2023 Vehicle Bid



City of New Fairview
999 Illinois Lane, New Fairview, Texas 76078
BIDS DUE: April 19 at 5:00 pm

NOTICE TO BIDDERS

The City of New Fairview will receive sealed bids for one (1) vehicle. The proposal shall be appropriately marked City of New Fairview 2023 Vehicle Bid and mailed Attn: Public Works Department, 999 Illinois Lane, New Fairview, Texas 76078, or delivered to the City Hall, 999 Illinois Lane, New Fairview, Texas 76078.

Bids will be received until: April 19 at 5:00 pm

Proposals will be publicly opened and read on April 20 at 10:00 am in the City Council Chamber at City Hall.

Specifications and bidding documents may be secured from Brooke Boller, City Secretary, at 999 Illinois Lane, New Fairview, Texas 76078, (817-638-5366 ext. 1003).

No proposal may in any way qualify, modify, substitute, or change any part of the specifications contained herein.

Pursuant to Texas Local Government Code Section 252.043, the City of New Fairview may enter into a contract with the offeror meeting all the qualifications and specifications that submits the bid that offers the best value to the City considering the selection criteria and weighted values set forth in the request for bids and the ranking evaluation of the bids received. The City reserves the right to reject any and all bids, award parts of bids and to waive informalities in submission of bids.



City of New Fairview, Texas

Schedule of Events

Publish Notice to Bidders: Wise County Messenger

April 6, 2023

Bids received until:

April 19 at 5:00 pm

Open Bids:

Thursday, April 20, 10:00 am

City Council Chamber

City Hall

999 Illinois Lane

New Fairview, Texas 76078

Potential Consideration of Awarding of Bid:

Monday, May 1, 2023

CITY OF NEW FAIRVIEW
PUBLIC WORKS DEPARTMENT
REQUEST FOR SEALED BID

Sealed Bid shall be clearly marked DO NOT OPEN, BID FOR CITY OF NEW FAIRVIEW
2023 VEHICLE BID mailed Attn: Public Works Department, 999 Illinois Lane, New Fairview,
Texas 76078, or delivered to the City Hall, 999 Illinois Lane, New Fairview, Texas 76078

Date: April 6, 2023

Bids will be received until: April 19, at 5:00 pm

For: Public Works Department

ITEM NO	QTY	DESCRIPTION	UNIT PRICE	TOTAL	SPECIFIED DELIVERY
	1	3/4 Ton Crew Cab 4x4 Standard Bed Truck	\$ 58,225	\$ 55,685.93	
Total Bid:				\$ 55,685.93	

**CITY OF NEW FAIRVIEW
REQUEST FOR SEALED BIDS**

INSTRUCTIONS TO PROPOSER - - - - PLEASE READ CAREFULLY

1. The City of New Fairview, Tax No. 75-2130403 is exempt from all Federal Excise Taxes. Do not include tax in your bid price or invoice. Taxable items must be so designated, and the City will supply contractor with Tax Exemption Certificate, properly executed. Prices should be itemized.
2. The City of New Fairview will pay for articles or services purchased under this bid within thirty (30) days after due and proper delivery or performance of service is made and accompanied by an invoice.
3. This purchasing contract is subject to the attached Purchasing Terms and General Conditions.
4. In case of discrepancy between the unit price and the extension price, the unit price will be taken.

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

Delivery can be made; _____ Cash Discounts see Buyers Order % _____ Days

Names of Business: Denton Dodge

Mailing Address: 4984 S 135 E

City Denton State TX Zip _____

By: Jordan May Title: Sales

Phone: 940 343 6946 E-mail Address: jordanmay@dentondodge.com

CITY OF NEW FAIRVIEW

1. **Preparation of Bids:**

Unless otherwise directed in the Notice to Bidders, submit bid on the prescribed forms or copies thereof, along with bid bond if required, in a sealed envelope marked "DO NOT OPEN, BID FOR CITY OF NEW FAIRVIEW 2023 VEHICLE BID". Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

2. **Questions and Inquiries:**

Information about this proposal should be directed to:

Joshua Barnwell, City Operations Administrator
Public Works Department
999 Illinois Lane
New Fairview, Texas 76078
Office: 817-638-5366, ext. 1005
Email: Joshua.barnwell@newfairview.org

3. **Submission of Bids:**

By Mail:

Each proposal shall be CLEARLY MARKED "2023 Vehicle Bid" and submitted by mail or in person to the address below by the time and date set forth. Responses received later than the due date will not be accepted and returned unopened.

Due Date: April 19, 2023, at 5:00 pm

Mailing Address: City of New Fairview
Attn: Public Works Department
999 Illinois Lane
New Fairview, Texas 76078

4. **Reservations:**

The City of New Fairview reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety, this Bid Request if found in the best interest of the City.

All proposals and associated materials received with your response will become the property of the City of New Fairview and will be returned at the discretion of the City.

The Laws of the State of Texas, County of Wise, and the City of New Fairview, with

any Rules and Regulations issued, prevail with regard to any contract documents, possible terms and conditions, arbitration, or litigation.

5. Owner:

The City reserves the right to award parts of bids, reject any or all bids and to waive formal or technical irregularities in bidding when deemed to be in the City's best interests. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

6. Bid Evaluation and Award:

The bid award will be made on the basis of *Texas Local Government Code Section 252.043*. This section allows the City of New Fairview to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the best value to the City. Under these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

Best Value Selection Criteria:

- | | |
|---|---------|
| a) Purchase price. | 20 Pts. |
| b) Meets all bid specifications. | 20 Pts. |
| c) Bidder's principal place of business. | 10 Pts. |
| d) City's past history/experience with Manufacturer/Dealer. | 20 Pts. |
| e) Delivery requirements are met. | 30 Pts. |

7. Bidders:

Bidders desiring Purchasing information or interpretation must request such information or interpretation from Joshua Barnwell, City Operations Administrator, 817-638-5366, ext. 1005 or Joshua.barnwell@newfairview.org. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify Joshua Barnwell so that an addendum can be issued. No oral explanation or interpretation other than written addendum issued by the City will be considered official or binding. All such addendums shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

8. Communications:

The City of New Fairview shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents

or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

9. Substitutions:

It shall be the responsibility of all bidders to indicate the brand name and model, or series number of the product offered and to furnish with their bid such specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide the requested data or product demonstrations and/or sample may be considered valid justification for rejection of proposal.

Where services or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

10. Default:

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

11. References:

The City of New Fairview may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like equipment have been supplied by their firm. Include name of city or firm, contact person, address, telephone number and fax number. The low bidder may be required to furnish Performance and Payment Bonds depending on references, reputation, and State Laws.

12. Delivery of Bids:

It is the bidder's responsibility to deliver his bid at the proper time to the proper place. The fact that a bid was dispatched will not be considered. The bidder must have the bid actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

13. Corrections:

Erasures or other corrections in the bid must be noted over with the bidder's initials.

14. **Materials and Services:**

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

15. **Equal Employment Opportunity:**

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

16. **1295 certificate of Interested Parties and Conflict of Interest Questionnaire:**

The Conflict of Interest Questionnaire stated above MUST be returned as part of your bid response. Failure to include this form may result in your bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the bid. The 1295 form's completion is required within with the City-provided certificate number must be completed within ten (10) days of contract award. The web address to the Texas Ethics Commission website with instructions is listed below:
(https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

17. **Price of Materials and Sales Tax:**

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight, or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified, or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor to the City of New Fairview, Attn: Public Works Department, 999 Illinois Lane, New Fairview, Texas 76078.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

18. **Indemnification:**

THE PROPOSER SHALL, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF NEW FAIRVIEW, THEIR OFFICERS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, ORDERS, DECREES, OR JUDGMENTS FOR PERSONAL INJURY, SERIOUS PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, LOSS, OR LIABILITY OF ANY KIND INCLUDING ALL COSTS OR SETTLEMENTS AND

REASONABLE ATTORNEY'S FEES INCURRED IN DEFENDING ANY CLAIM, DEMAND, OR CAUSE OF ACTION) OCCASIONED BY, GROWING OUT OF, OR ARISING FROM (A) THE PERFORMANCE OF ANY PRODUCT OR SERVICE TO BE SUPPLIED BY THE PROPOSER, OR (B) BY ANY ACT, ERROR OR OMISSION ON THE PART OF THE PROPOSER, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, AND OR (C) ANY FAILURE TO FULLY COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS BY THE PROPOSER, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS.

19. **Conditions of Conduct:**

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of New Fairview is required to adhere to, the terms and conditions of the Proposer's Drug and Alcohol Policy.

20. **Ethical Standard:**

No City official or employee shall have interest in any contract resulting from this Request for Bids. Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

21. **Alternate Bid Item:**

No alternate bids or bid items will be considered unless they are specifically requested by the bid.

22. **Unit Price:**

The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

23. **Payment:**

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

24. Bid Agreements and Certification:

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the bid prices and none will be added.
- B. Prices in this bid have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a bid for the purpose of restricting competition.
- E. The individual signing this bid certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

By my signature below I agree to comply with all the provisions, terms and conditions pertaining to this Bid.

Denton Dodge
(Company Name)
4984 S 135E
(Street Address / P.O. Box)
Denton TX 76210
(City / State / Zip Code)
940 343 6946
(Phone)

Jordan May
(Name of Authorized Agent - Printed)
[Signature]
(Authorized Agent Signature)
4/6/2023
(Date)
jordanmay@dentondodge.com
(E-Mail Address)

CITY OF NEW FAIRVIEW

PUBLIC WORKS DEPARTMENT MINIMUM SPECIFICATIONS

One (1) 3/4 Ton Pickup, Crew Cab 4x4, Standard Bed

General Specifications: New, 2023 Model-year, full size, 4-wheel drive pickup (4 x4). This pickup is to have a crew cab, standard bed and standard equipment.

Alternate Bid: New, 2022 Model-year vehicle. Vehicle must come with full manufacturer's warranty.

Engine: V8 FFV engine, 6.0L

Fuel Type: Gas

Drive Train: 4 Wheel Drive

Transmission: 6 speed, Automatic

Body Style: Straight-sided, 8 foot - bed pickup truck

Body Color: The body color shall be white. No dealer logos or decals are to be affixed to the vehicle.

Seats: Front – Cloth Split seats with center console or bench seat with fold down console.

Rear – Cloth Bench

Interior: Rubber floors/mats (no carpet)

Wheels and Tires: 17" Grey steel
All Season or All Terrain Tires
Full Size Spare Tire

Selected Options:

Towing Package - Factory installed receiver hitch w/ trailer hitch wiring harness installed.

Factory Air Conditioning

Factory Heater and Defroster

Power Windows and Power Door Locks

Remote, Keyless Entry Power Steering

Cruise Control

USB and Bluetooth capabilities

- Dealer Preparation:** All normal dealer preparations shall be performed by the successful bidder on the vehicle prior to delivery.
- Extended Warranty:** Should the bidder wish to propose an extended warranty on the vehicle, an attachment should be made to the bid detailing the available extended warranties and their related costs.
- State & Federal Compliance:** The vehicle will be delivered with a current State of Texas inspection certificate issued in the month of delivery.
Vehicle is to be equipped for compliance with all State and Federal regulations.

Vehicle Delivered FOB to:

City of New Fairview
Public Works Department
999 Illinois Lane
New Fairview, Texas 76078

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

45834/Denton Chrysler Dodge Jeep Ram

Incentives Configurator as of Thursday, April 6, 2023

VIN	Body Model	Vehicle Description	Model Year	Programs	Invoice Date	Delivery Date	Type of Sale	ZIP
NG410419	DJ7L92	2500 TRADESMAN CREW CAB 4X4 (169 in WB 8FT 0 IN box)	2022	Consumer	11/18/2022	04/06/2023	1 - Direct Retail Sale	76210

MSRP Price (USD): 58,225.00
Total Incentive Amount (USD): 2,000.00

Programs Selected

Program ID	Program Name	Start Date	End Date	Tier	Rates / Amount (USD)
22CNA	Bonus Cash 22CNA	04/04/2023	05/01/2023		1,000.00
28HNP	Sell-Down Bonus Cash	04/04/2023	05/01/2023		1,000.00

Programs Selected And Invalid

Fiat Chrysler Automobiles will screen for compatibility the incentives displayed in this Configurator report only if dealer satisfies the conditions set forth herein.

- Dealers are required to verify that the customer and vehicle, including any customer provided documentation, meet all selected program eligibility requirements and adhere to all Incentive Program Rules Manual (Gold book) requirements, including, without limitation, any financing options available from any financial institution.
- Lease rates and residuals are for display purposes only. The customer and vehicle must meet the eligibility requirements of the financial institution.
- Consumer incentives must be shown on the buyer's order in accordance with the Program Rules Manual.
- Incentives are only provided for the specific VIN shown on the printed summary page.
- All incentive claims and payments, including those submitted via the Incentives Configurator and deemed -eligible- or -compatible-, are still subject to verification by audit and chargeback. Dealer remains responsible for verifying the accuracy and authenticity of all documents and information submitted via the Incentives Configurator.

Note that Holdback and Supplemental Floorplan monies are paid to the invoicing dealer only, no payment will be made to any other dealer. Objective programs will not display an incentive amount as objective calculations are performed at the end of the program period.

Dealer must also print the summary page - dated the same day as the buyers order - and retain this document in the deal jacket.

GLENN POLK AUTOPLEX
4330 N INTERSTATE 35
GAINESVILLE, TX 762401965

Configuration Preview

Date Printed: 2023-04-06 5:55 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order

Sold to:
GLENN POLK AUTOPLEX (44678)
4330 N INTERSTATE 35
GAINESVILLE, TX 762401965

Ship to:
GLENN POLK AUTOPLEX (44678)
4330 N INTERSTATE 35
GAINESVILLE, TX 762401965

Vehicle: 2023 2500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box) (DJ7L92)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:		2023 2500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box)	51,425	48,595
Package:			0	0
	ESB	6.4L V8 Heavy Duty HEMI MDS Engine	0	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	0	0
	-X9	Black	0	0
Options:	WBN	18X8.0 Steel Wheels	295	272
	CK9	Delete Carpet	0	0
	TCP	LT275/70R18E OWI On/Off Road Tires	295	272
	A6B	Tradesman Level 2 Equipment Group	1,880	1,729
	5N6	Easy Order	0	0
	163	Zone 63-Dallas	0	0
	4EA	Sold Vehicle	0	0
Discounts:	YG2	5.2 Additional Gallons of Gas	0	18
Destination Fees:			1,895	1,895
			= Restriction	
Total Price:			55,790	52,782

Order Type: Retail
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

Instructions:

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

INVITATION FOR BID
CITY OF NEW FAIRVIEW

2023 Vehicle Bid



City of New Fairview

999 Illinois Lane, New Fairview, Texas 76078

BIDS DUE: April 19 at 5:00 pm

NOTICE TO BIDDERS

The City of New Fairview will receive sealed bids for one (1) vehicle. The proposal shall be appropriately marked City of New Fairview 2023 Vehicle Bid and mailed Attn: Public Works Department, 999 Illinois Lane, New Fairview, Texas 76078, or delivered to the City Hall, 999 Illinois Lane, New Fairview, Texas 76078.

Bids will be received until: April 19 at 5:00 pm

Proposals will be publicly opened and read on April 20 at 10:00 am in the City Council Chamber at City Hall.

Specifications and bidding documents may be secured from Brooke Boller, City Secretary, at 999 Illinois Lane, New Fairview, Texas 76078, (817-638-5366 ext. 1003).

No proposal may in any way qualify, modify, substitute, or change any part of the specifications contained herein.

Pursuant to Texas Local Government Code Section 252.043, the City of New Fairview may enter into a contract with the offeror meeting all the qualifications and specifications that submits the bid that offers the best value to the City considering the selection criteria and weighted values set forth in the request for bids and the ranking evaluation of the bids received. The City reserves the right to reject any and all bids, award parts of bids and to waive informalities in submission of bids.



City of New Fairview, Texas

Schedule of Events

Publish Notice to Bidders: Wise County Messenger

April 6, 2023

Bids received until:

April 19 at 5:00 pm

Open Bids:

Thursday, April 20, 10:00 am

City Council Chamber

City Hall

999 Illinois Lane

New Fairview, Texas 76078

Potential Consideration of Awarding of Bid:

Monday, May 1, 2023

**CITY OF NEW FAIRVIEW
PUBLIC WORKS DEPARTMENT
REQUEST FOR SEALED BID**

Sealed Bid shall be clearly marked **DO NOT OPEN, BID FOR CITY OF NEW FAIRVIEW 2023 VEHICLE BID** mailed Attn: Public Works Department, 999 Illinois Lane, New Fairview, Texas 76078, or delivered to the City Hall, 999 Illinois Lane, New Fairview, Texas 76078

Date: April 6, 2023

Bids will be received until: April 19, at 5:00 pm

For: Public Works Department

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL	SPECIFIED DELIVERY
	1	3/4 Ton Crew Cab 4x4 Standard Bed Truck	\$ 52,782	\$ 53,160	<i>must order 90-120 Days</i>
Total Bid:			\$	53,160	

**CITY OF NEW FAIRVIEW
REQUEST FOR SEALED BIDS**

INSTRUCTIONS TO PROPOSER - - - - -PLEASE READ CAREFULLY

1. The City of New Fairview, Tax No. 75-2130403 is exempt from all Federal Excise Taxes. Do not include tax in your bid price or invoice. Taxable items must be so designated, and the City will supply contractor with Tax Exemption Certificate, properly executed. Prices should be itemized.
2. The City of New Fairview will pay for articles or services purchased under this bid within thirty (30) days after due and proper delivery or performance of service is made and accompanied by an invoice.
3. This purchasing contract is subject to the attached Purchasing Terms and General Conditions.
4. In case of discrepancy between the unit price and the extension price, the unit price will be taken.

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

Delivery can be made: 120 Days after order Cash Discounts 0 % 0 Days

Names of Business: Glenn Polk AutoPlex

Mailing Address: P.O. Box 697

City Gainesville State TX Zip 76240

By: Les Graham Title: Truck Sales Advisor

Phone: 940-435-8780 E-mail Address: lesgraham@gpolk.com

CITY OF NEW FAIRVIEW

1. Preparation of Bids:

Unless otherwise directed in the Notice to Bidders, submit bid on the prescribed forms or copies thereof, along with bid bond if required, in a sealed envelope marked "DO NOT OPEN, BID FOR CITY OF NEW FAIRVIEW 2023 VEHICLE BID". Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Proposal or Bid Sheet.

2. Questions and Inquiries:

Information about this proposal should be directed to:

Joshua Barnwell, City Operations Administrator
Public Works Department
999 Illinois Lane
New Fairview, Texas 76078
Office: 817-638-5366, ext. 1005
Email: Joshua.barnwell@newfairview.org

3. Submission of Bids:

By Mail:

Each proposal shall be CLEARLY MARKED "2023 Vehicle Bid" and submitted by mail or in person to the address below by the time and date set forth. Responses received later than the due date will not be accepted and returned unopened.

Due Date: April 19, 2023, at 5:00 pm

Mailing Address: City of New Fairview
Attn: Public Works Department
999 Illinois Lane
New Fairview, Texas 76078

4. Reservations:

The City of New Fairview reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety, this Bid Request if found in the best interest of the City.

All proposals and associated materials received with your response will become the property of the City of New Fairview and will be returned at the discretion of the City.

The Laws of the State of Texas, County of Wise, and the City of New Fairview, with

any Rules and Regulations issued, prevail with regard to any contract documents, possible terms and conditions, arbitration, or litigation.

5. Owner:

The City reserves the right to award parts of bids, reject any or all bids and to waive formal or technical irregularities in bidding when deemed to be in the City's best interests. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

6. Bid Evaluation and Award:

The bid award will be made on the basis of *Texas Local Government Code Section 252.043*. This section allows the City of New Fairview to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the best value to the City. Under these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

Best Value Selection Criteria:

- | | |
|---|---------|
| a) Purchase price. | 20 Pts. |
| b) Meets all bid specifications. | 20 Pts. |
| c) Bidder's principal place of business. | 10 Pts. |
| d) City's past history/experience with Manufacturer/Dealer. | 20 Pts. |
| e) Delivery requirements are met. | 30 Pts. |

7. Bidders:

Bidders desiring Purchasing information or interpretation must request such information or interpretation from Joshua Barnwell, City Operations Administrator, 817-638-5366, ext. 1005 or Joshua.barnwell@newfairview.org. Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify Joshua Barnwell so that an addendum can be issued. No oral explanation or interpretation other than written addendum issued by the City will be considered official or binding. All such addendums shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

8. Communications:

The City of New Fairview shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents

or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

9. Substitutions:

It shall be the responsibility of all bidders to indicate the brand name and model, or series number of the product offered and to furnish with their bid such specifications, catalog pages, brochures, or other data that will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide the requested data or product demonstrations and/or sample may be considered valid justification for rejection of proposal.

Where services or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

10. Default:

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

11. References:

The City of New Fairview may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like equipment have been supplied by their firm. Include name of city or firm, contact person, address, telephone number and fax number. The low bidder may be required to furnish Performance and Payment Bonds depending on references, reputation, and State Laws.

12. Delivery of Bids:

It is the bidder's responsibility to deliver his bid at the proper time to the proper place. The fact that a bid was dispatched will not be considered. The bidder must have the bid actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

13. Corrections:

Erasures or other corrections in the bid must be noted over with the bidder's initials.

14. Materials and Services:

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

15. Equal Employment Opportunity:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

16. 1295 certificate of Interested Parties and Conflict of Interest Questionnaire:

The Conflict of Interest Questionnaire stated above MUST be returned as part of your bid response. Failure to include this form may result in your bid being considered unresponsive and therefore disqualified. Sample copies of these forms are included in the bid. The 1295 form's completion is required within with the City-provided certificate number must be completed within ten (10) days of contract award. The web address to the Texas Ethics Commission website with instructions is listed below:
(https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

17. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight, or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified, or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor to the City of New Fairview, Attn: Public Works Department, 999 Illinois Lane, New Fairview, Texas 76078.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

18. Indemnification:

THE PROPOSER SHALL, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF NEW FAIRVIEW, THEIR OFFICERS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, ORDERS, DECREES, OR JUDGMENTS FOR PERSONAL INJURY, SERIOUS PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, LOSS, OR LIABILITY OF ANY KIND INCLUDING ALL COSTS OR SETTLEMENTS AND

REASONABLE ATTORNEY'S FEES INCURRED IN DEFENDING ANY CLAIM, DEMAND, OR CAUSE OF ACTION) OCCASIONED BY, GROWING OUT OF, OR ARISING FROM (A) THE PERFORMANCE OF ANY PRODUCT OR SERVICE TO BE SUPPLIED BY THE PROPOSER, OR (B) BY ANY ACT, ERROR OR OMISSION ON THE PART OF THE PROPOSER, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, AND OR (C) ANY FAILURE TO FULLY COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS BY THE PROPOSER, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS.

19. Conditions of Conduct:

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of New Fairview is required to adhere to, the terms and conditions of the Proposer's Drug and Alcohol Policy.

20. Ethical Standard:

No City official or employee shall have interest in any contract resulting from this Request for Bids. Individuals with a possible conflict will enact a public disclosure record by completing a "Statement of Financial Interest" form.

21. Alternate Bid Item:

No alternate bids or bid items will be considered unless they are specifically requested by the bid.

22. Unit Price:

The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

23. Payment:

Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

24. Bid Agreements and Certification:

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the bid prices and none will be added.
- B. Prices in this bid have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a bid for the purpose of restricting competition.
- E. The individual signing this bid certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

By my signature below I agree to comply with all the provisions, terms and conditions pertaining to this Bid.

Glenn Park Autoplex
(Company Name)

4330 N I-35
(Street Address / P.O. Box)

Gainesville TX 76240
(City / State / Zip Code)

940-435-8780
(Phone)

Les Graham
(Name of Authorized Agent – Printed)

[Signature]
(Authorized Agent Signature)

4-14-23
(Date)

lesgraham@gpark.com
(E-Mail Address)

CITY OF NEW FAIRVIEW

PUBLIC WORKS DEPARTMENT MINIMUM SPECIFICATIONS

One (1) 3/4 Ton Pickup, Crew Cab 4x4, Standard Bed

General Specifications: New, 2023 Model-year, full size, 4-wheel drive pickup (4 x4). This pickup is to have a crew cab, standard bed and standard equipment.

Alternate Bid: New, 2022 Model-year vehicle. Vehicle must come with full manufacturer's warranty.

Engine: V8 FFV engine, 6.0L

Fuel Type: Gas

Drive Train: 4 Wheel Drive

Transmission: 6 speed, Automatic

Body Style: Straight-sided, 8 foot - bed pickup truck

Body Color: The body color shall be white. No dealer logos or decals are to be affixed to the vehicle.

Seats: Front – Cloth Split seats with center console or bench seat with fold down console.

Rear – Cloth Bench

Interior: Rubber floors/mats (no carpet)

Wheels and Tires:

17" Grey steel

All Season or All Terrain Tires

Full Size Spare Tire

Not an option (18")

Selected Options:

Towing Package - Factory installed receiver hitch w/ trailer hitch wiring harness installed.

Factory Air Conditioning

Factory Heater and Defroster

Power Windows and Power Door Locks

Remote, Keyless Entry Power Steering

Cruise Control

USB and Bluetooth capabilities

Dealer Preparation: All normal dealer preparations shall be performed by the successful bidder on the vehicle prior to delivery.

Extended Warranty: Should the bidder wish to propose an extended warranty on the vehicle, an attachment should be made to the bid detailing the available extended warranties and their related costs.

State & Federal Compliance: The vehicle will be delivered with a current State of Texas inspection certificate issued in the month of delivery.
Vehicle is to be equipped for compliance with all State and Federal regulations.

Vehicle Delivered FOB to:

City of New Fairview
Public Works Department
999 Illinois Lane
New Fairview, Texas 76078

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Glenn Polk Autoplex Gainesville TX USA

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of New Fairview

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

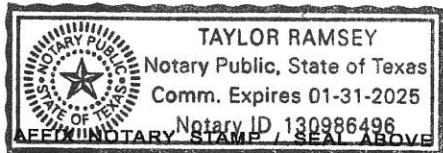
75-2709923

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<i>Glenn Polk Autoplex</i>	<i>Gainesville TX. USA</i>	<input checked="" type="checkbox"/>	

5 Check only if there is NO interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said *Les Graham*, this the *14th* day of *April*, 20 *23*, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Taylor Ramsey
Printed name of officer administering oath

notary
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Glenn Polk Autoplex

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?


☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

4-7-2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

KARL KLEMENT CHRYSLER-DODGE-JEEP
500 N US HIGHWAY 81-287
DECATUR, TX 762343324

Configuration Preview

Date Printed: 2023-04-10 12:26 PM VIN: Quantity: 1
Estimated Ship Date: VON: Status: BA - Pending order

Sold to: Ship to:
KARL KLEMENT CHRYSLER-DODGE-JEEP (43570) KARL KLEMENT CHRYSLER-DODGE-JEEP (43570)
500 N US HIGHWAY 81-287 500 N US HIGHWAY 81-287
DECATUR, TX 762343324 DECATUR, TX 762343324

Vehicle: 2023 2500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box) (DJ7L92)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DJ7L92	2500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box)	51,425	48,596
Package:	2GA	Customer Preferred Package 2GA	0	0
	ESB	6.4L V8 Heavy Duty HEMI MDS Engine	0	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*V9	Cloth 40/20/40 Bench Seat	0	0
	-X9	Black	0	0
Options:	A6B	Tradesman Level 2 Equipment Group	1,880	1,729
	CK9	Delete Carpet	0	0
	5N6	Easy Order	0	0
	163	Zone 63-Dallas	0	0
	4EX	Sales Tracking	0	0
Discounts:	YG2	5.2 Additional Gallons of Gas	0	18
Destination Fees:			1,895	1,895

= Restriction

HB: 1,599
FFP: 51,791
EP: 49,826

Total Price: 55,200 52,238

Order Type: Retail
Scheduling Priority: 4-Dealer Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

Instructions:

OK
4/6/27
ORDER UNIT

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

24. Bid Agreements and Certification:

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the bid prices and none will be added.
- B. Prices in this bid have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a bid for the purpose of restricting competition.
- E. The individual signing this bid certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

By my signature below I agree to comply with all the provisions, terms and conditions pertaining to this Bid.

Karl Klement CDR
(Company Name)

500 N 287
(Street Address / P.O. Box)

Decatur TX 76234
(City / State / Zip Code)

940-627-6700
(Phone)

Robert Robles
(Name of Authorized Agent – Printed)

[Signature]
(Authorized Agent Signature)

4/10/23
(Date)

Bobby R Klement CJD.com
(E-Mail Address)

**CITY OF NEW FAIRVIEW
REQUEST FOR SEALED BIDS**

INSTRUCTIONS TO PROPOSER - - - - -PLEASE READ CAREFULLY

1. The City of New Fairview, Tax No. 75-2130403 is exempt from all Federal Excise Taxes. Do not include tax in your bid price or invoice. Taxable items must be so designated, and the City will supply contractor with Tax Exemption Certificate, properly executed. Prices should be itemized.
2. The City of New Fairview will pay for articles or services purchased under this bid within thirty (30) days after due and proper delivery or performance of service is made and accompanied by an invoice.
3. This purchasing contract is subject to the attached Purchasing Terms and General Conditions.
4. In case of discrepancy between the unit price and the extension price, the unit price will be taken.

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

Delivery can be made: _____ Cash Discounts _____ % _____ Days

Names of Business: Klement Chrysler, Dodge, Jeep, Ram

Mailing Address: PO Box 995

City Decatur State Tx Zip 76234

By: Andrew Bolden Title: Sales

Phone: 940-627-6700 E-mail Address: andrew.b.klement@d.com

CITY OF NEW FAIRVIEW
PUBLIC WORKS DEPARTMENT
REQUEST FOR SEALED BID

Sealed Bid shall be clearly marked DO NOT OPEN, BID FOR CITY OF NEW FAIRVIEW
2023 VEHICLE BID mailed Attn: Public Works Department, 999 Illinois Lane, New Fairview,
Texas 76078, or delivered to the City Hall, 999 Illinois Lane, New Fairview, Texas 76078

Date: April 6, 2023

Bids will be received until: April 19, at 5:00 pm

For: Public Works Department

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL	SPECIFIED DELIVERY
	1	3/4 Ton Crew Cab 4x4 Standard Bed Truck	\$ 52,238 ⁰⁰	\$ 52,238 ⁰⁰	
Total Bid:				\$ 52,238 ⁰⁰	

THIS UNIT WILL BE ORDERED ON WIN OF BID-ESTIMATED
TIME OF ARRIVAL IS UNKNOWN

Monday, April 10, 2023 1:04 PM

KARL KLEMENT CHRYSLER-DODGE-JEEP
500 N US HIGHWAY 81-287
DECATUR, TX 762343324

Priced Order Confirmation (POC)

ate Printed: 2023-03-01 7:18 PM VIN: 3C6UR5HJXPG597611 Quantity: 01
Estimated Ship Date: VON: 58440310 Status: D - Firm schedule:serial number is assigned
Date Ordered: 2023-02-25 2:00 PM Ordered By: S10086T

Sold to: KARL KLEMENT CHRYSLER-DODGE-JEEP (43570)
500 N US HIGHWAY 81-287
DECATUR, TX 762343324
Ship to: KARL KLEMENT CHRYSLER-DODGE-JEEP (43570)
500 N US HIGHWAY 81-287
DECATUR, TX 762343324

Vehicle: 2023 2500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box) (DJ7L92)

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	ESB	6.4L V8 Heavy Duty HEMI MDS Engine	0	0
	DFX	8-Spd Auto 8HP75-LCV Transmission	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0	0
	-X8	Black/Diesel Gray	0	0
Options:	NFC	50 Gallon Fuel Tank	295	272
	NAS	50 State Emissions	0	0
	MR5	Flat Whl-to-Whl Side Steps Chrome	745	685
	LNC	Clearance Lamps	95	88
	JKV	115V Auxiliary Front Power Outlet	255	235
	DSA	Anti-Spin Differential Rear Axle	495	456
	XMF	Mopar Spray in Bedliner	600	552
	A61	Tradesman Level 1 Equipment Group	195	180
	XHC	Trailer Brake Control	395	364
	AMP	Chrome Appearance Group	1,550	1,427
	XAN	Blind Spot and Cross Path Detection	695	640
	ADB	Protection Group	145	133
	UBD	Uconnect 5 W 8.4" Display (USA)	815	749
	4UQ	T3AC	0	125
	4NU	Fuel Fill / Battery Charge	0	0
	YGE	5 Additional Gallons of Gas	0	18
	5N6	Easy Order	0	0
	4EA	Sold Vehicle	0	0
Discounts:	4AJ	Connected Services Delete Credit	-250	-231
Destination Fees:			1,895	1,895

HB: 1,724 Total Price: 59,350 — 56,184
FFP: 55,697
EP: 53,575 less incentives

Order Type: Retail PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 01

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

CITY OF NEW FAIRVIEW
PUBLIC WORKS DEPARTMENT
REQUEST FOR SEALED BID

Sealed Bid shall be clearly marked DO NOT OPEN, BID FOR CITY OF NEW FAIRVIEW
2023 VEHICLE BID mailed Attn: Public Works Department, 999 Illinois Lane, New Fairview,
Texas 76078, or delivered to the City Hall, 999 Illinois Lane, New Fairview, Texas 76078

Date: April 6, 2023

Bids will be received until: April 19, at 5:00 pm

For: Public Works Department

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL	SPECIFIED DELIVERY
	1	3/4 Ton Crew Cab 4x4 Standard Bed Truck	\$ 56,184 ⁰⁰	\$ 56,184 ⁰⁰	
Total Bid:				\$ 56,184 ⁰⁰	

CITY OF NEW FAIRVIEW REQUEST FOR SEALED BIDS

INSTRUCTIONS TO PROPOSER - - - - - PLEASE READ CAREFULLY

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2. The City of New Fairview will pay for articles or services purchased under this bid within thirty (30) days after due and proper delivery or performance of service is made and accompanied by an invoice.
3. This purchasing contract is subject to the attached Purchasing Terms and General Conditions.
4. In case of discrepancy between the unit price and the extension price, the unit price will be taken.

The undersigned hereby offers to furnish and deliver the articles or services as specified above at the prices and terms there stated and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal.

Delivery can be made: _____ Cash Discounts _____ % _____ Days

Names of Business: Klement Chrysler Dodge Jeep Ram

Mailing Address: P.O. Box 995

City Denton State Tx Zip 76234

By: Andrew Belden Title: Sales

Phone: 940-627-6700 E-mail Address: androwb@klementjeel.com

24. Bid Agreements and Certification:

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the bid prices and none will be added.
- B. Prices in this bid have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a bid for the purpose of restricting competition.
- E. The individual signing this bid certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

By my signature below I agree to comply with all the provisions, terms and conditions pertaining to this Bid.

Karl Klement CDR
(Company Name)

500 N 287
(Street Address / P.O. Box)

Decatur TX 76234
(City / State / Zip Code)

940-627-6700
(Phone)

Robert Rodriguez
(Name of Authorized Agent – Printed)

[Signature]
(Authorized Agent Signature)

4/10/23
(Date)

Bobby R. KLEMENT CTD.com
(E-Mail Address)

THIS UNIT IS AN INCOMING UNIT-ESTIMATED ARRIVAL DATE

~~IS:~~ *IN Transit from Plane*

Monday, April 10, 2023 1:04 PM



AGENDA ITEM: 7C

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

May 1, 2023

Atmos Cities Steering Committee Participation

DESCRIPTION:

Receive, consider, and act on a Resolution authorizing participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and activities related to Atmos Corporation.

BACKGROUND INFORMATION:

Most municipalities have retained their original jurisdiction over gas utility rates and services within municipal limits. The City of New Fairview has retained its jurisdiction over gas utility rates Chapter 12, Utilities, Article 01 General Provisions, Section 12.01.003.

§ 12.01.003 Jurisdiction over gas utility.

- (a) The governing body of this municipality does hereby elect to exercise exclusive original jurisdiction over gas utility rates, operations, and services within the existing and future incorporated limits of this municipality.
- (b) No exclusive franchise or privilege shall ever be granted to a natural gas operator.
- (c) No determinate or fixed term franchise shall ever be granted for a longer term than 20 years.
- (d) All rights held under any such ordinance, shall at all times be subject to the power of the city council to require the holder thereof to make any necessary changes in or reasonable extensions of facilities and service in or to any portion of the city, which in the judgment of the city council may be necessary and proper (subject to the terms and conditions of any franchise). The city reserves the right to prevent the making of unnecessary or unprofitable extensions.
- (e) Repairs and corrections: Repairs and corrections of defects in gas service shall be made within forty-eight (48) hours after notice is given to the manager or other person locally in charge of the gas company.
- (f) Service connections: Upon the application of any bona fide consumer in a block where the gas mains are already extended, connections shall be made within seventy-two (72) hours after application is made to the office of the gas company. The term "bona fide consumer," as used in this section, means any person whose house is ready for gas connections to be made.

As of August 2022, the Atmos Cities Steering Committee (“ACSC”) is composed of 183 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained their original jurisdiction. ACSC is the largest coalition of cities served by Atmos Mid-Tex, which represent more than 60 percent of the total load served by Atmos-Mid Tex. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, participation in the rate regulation process is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. ACSC member cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

On July 18, 2022, the City Council approved an Ordinance granting a franchise agreement with Atmos Energy Corporation. However, Atmos did not sign the Ordinance so the City is still in discussions to negotiate a franchise agreement and will bring that for Council consideration soon. Once the franchise agreement is approved, Atmos will be requesting approval of their rates so that they can begin to charge customers in the city. Participating in ACSC will ensure that our residents are paying the lowest rates in the Mid-Tex Division.

Staff recommend approval of the Resolution.

FINANCIAL CONSIDERATION:

ACSC assesses five cents (\$0.05) per capita annually to member cities for participation in the steering committee. Using our 2020 Census Population of 1,386, this would be approximately \$69.30 per year.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution authorizing participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and activities related to Atmos Corporation.

ATTACHMENT(S):

1. Resolution 202305-02-129



**CITY OF NEW FAIRVIEW, TEXAS
RESOLUTION 202305-02-129**

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION.

WHEREAS, the City of New Fairview is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the City, and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries, and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates, and

WHEREAS, the City's ability to gain more competitive and lower rates and better protect its interests on behalf of the City's residents would be enhanced by joining the ACSC, which provides strength in numbers, as well as subject matter expertise; and

WHEREAS, ACSC must assess its members a nominal cost for such membership in its participation in these activities affecting the provision of gas utility service and the rates to be charged for the same.

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

Section 1: That the City is authorized to join the Atmos Cities Steering Committee to protect the interests of the City of New Fairview and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the city limits.

Section 2: The City is further authorized to pay its 2022 assessment to the ACSC in the amount of five cents (\$0.05) per capita.

Section 3: A copy of this Resolution and approved assessment fee payable to "Atmos Cities Steering Committee" shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

PRESENTED AND PASSED on this 1st day of May 2023, at a regular meeting of the New Fairview City Council.

JOHN TAYLOR, Mayor

ATTEST:

BROOKE BOLLER, City Secretary



AGENDA ITEM: 7D

CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

May 1, 2023

Parks and Recreation Board Appointment

DESCRIPTION:

Receive, consider, and act on appointing members to the Parks and Recreation Board and the Keep New Fairview Beautiful Committee.

BACKGROUND INFORMATION:

On February 6, 2023, the City Council approved an Ordinance (202302-01-103) creating a Parks and Recreation Board and Keep New Fairview Beautiful Committee. The Board is an advisory body to the City Council and staff regarding the recreational needs of the community including developing plans for future recreation programs, facilities, and areas; recommending policies to carry out recreational programs and initiatives; reviewing maintenance of recreation facilities; recommending funding for recreation facilities; and informing the public of recreation opportunities or needs.

The board will also serve as the Keep New Fairview Beautiful Committee and will make recommendations on issues related to community appearance, beautification, the environment, and entrances into the City. This Committee can assist the City in becoming an affiliate of Keep Texas Beautiful (KTB) (<https://ktb.org/>). KTB affiliates are qualifying cities, counties and/or communities that work with KTB to educate and engage Texans to take responsibility for improving their communities. Affiliates are the volunteers who organize local cleanups, design, and implement recycling programs, and educate local populations. KTB also has numerous resources available to affiliates such as grant and funding opportunities, youth programs, assistance with special clean up events.

The Ordinance creates for four members and one alternate to serve two-year terms with staggered terms for the initial appointment on the creation of this board.

Sec. 10.03.002. Members and Terms

The City Council shall appoint a Parks and Recreation board of five members and one alternate member.

- (a) Members of the Parks and Recreation Board shall be residents and qualified voters of the city.
- (b) Members, including alternate members, shall be appointed by the City Council for a term of two (2) years, provided however, that two (2) members and the alternate member shall be initially appointed for a term of one (1) year, with those terms being for two (2) years thereafter.
- (c) If a replacement has not been designated by the end of a member's term, that members shall continue serving until a successor is appointed.
- (d) In the event of a vacancy, the City Council shall appoint a member to serve for the unexpired term. The City Council may remove any member from the Board.

Staff created a flier and placed information on the website and social media informing the public of this new board and encouraged residents to apply for consideration of appointment onto this board. Attached is the application received from Julie Burger.

<u>Board Members</u>	<u>Place</u>	<u>Term</u>
Deborah Greene	Place 1	(March 2024)
Jenifer Kozlowski	Place 2	(March 2025)
Vacant	Place 3	(March 2024)
Vacant	Place 4	(March 2025)
Vacant	Alternate	(March 2024)

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** the appointment of Julie Burger to the Parks and Recreation Board, and the Keep New Fairview Beautiful Committee, to Place _____.

ATTACHMENT(S):

1. Application(s)
 - a. Julie Burger