



**City of New Fairview
City Council
Regular Meeting
999 Illinois Lane
Monday, December 4, 2023, at 7:00 pm**

REGULAR SESSION

1. **Call to Order and Determination of Quorum**
2. **Pledge to the Flags.**
 - A. **United States of America**
 - B. **Texas Flag Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.**
3. **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.
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 November 6, 2023.**
 - B. **Approve the September 2023 Financials.**
7. **New Business:** All matters listed in New Business will be discussed and considered separately.
 - A. **Receive, consider, and act on a Resolution awarding the drainage improvement project for the installation of drainage culverts and headwalls within the Chisholm Hills Subdivision, along Lange Way, Hilltop Trail, Aydelotte Court, and Chisholm Hills Drive, to 3H Concrete, Inc. for a total of \$343,349.80, and establish a not-to-exceed project contingency of \$400,000.**

- B. Receive, consider, and act on a Resolution awarding the 2023-B Vehicle Bid for a Public Works Department truck to Denton Chrysler, Dodge, Jeep, Ram for \$72,520, and authorize the City Administrator to execute the contracts.**
- C. Receive, consider, and act on the 2024 City Council Meeting Calendar.**
- D. Receive, consider, and act on a Resolution for the canceling of the December 18, 2023, Regular City Council Meeting, and rescheduling the January 1, 2024 Regular City Council Meeting to January 8, 2024.**

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.

A. Hold a discussion regarding possible property acquisition that is east of South County Line, West of FM 407 and North of Dove Hollow Lane.

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 1st day of December, 2023 at 5:00 PM at least 72 hours preceding the meeting time.



Brooke Boller, City Secretary

SEAL:



This facility is wheelchair accessible; parking spaces are available. Requests for accommodation 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 of New Fairview
City Council
Regular Meeting Minutes
999 Illinois Lane
Monday, November 6, 2023, at 7:00 pm**

**CITY COUNCIL
Mayor John Taylor
Mayor Pro Tem Steven King
Place 1 Councilman Harvey Lynn Burger
Place 2 Councilman Peter Kozlowski
Place 3 Councilwoman Sarah Adams
Place 5 Councilman Richard Greene**

**City Staff
John Cabrales Jr, City Administrator
Brooke Boller, City Secretary
Roberta (Robin) Cross, City Attorney – 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.**
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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 October 16, 2023.
- B. Approve the Quarterly Investment Report (July - September 2023).

Motion: Councilman Richard Greene

Second: Councilman Peter Kozlowski

Vote: All in Favor

Result: Council approved minutes for October 16, 2023 as well as the quarterly investment report.

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

- A. Receive, consider, and act on a Resolution voting on individual(s) to the Wise County Appraisal District Board of Directors.

Motion: Councilman Richar Greene

Second: Councilwoman Sarah Adams

Vote: All in Favor

Result: Council approved a Resolution voting Clayton Brazelton to the Wise County Appraisal District Board of Directors.

- B. Receive, consider, and act on a Resolution voting on individual(s) to the Denton Central Appraisal District Board of Directors.

Motion: Mayor Pro Tem Steven King

Second: Councilwoman Sarah Adams

Vote: All in Favor

Result: Council approved a Resolution voting Jared Eutsler to the Denton County Appraisal District Board of Directors.

- C. Receive, consider, and act on a Resolution regarding a finance contract with Government Capital Corporation for the purpose of procuring a vehicle, and related equipment.

Motion: Councilman Harvey Lynn Burger

Second: Mayor Pro Tem Steven King

Vote: All in Favor

Result: Council approved a Resolution regarding a finance contract with Government Capital Corporation for the 3-year option for the purpose of procuring a vehicle, and related equipment.

- D. Receive, consider, and act on a Resolution designating the *Wise County Messenger* as the Official Newspaper for Year 2024.

Motion: Mayor Pro Tem Steven King

Second: Councilwoman Sarah Admas

Vote: For: Councilman Harvey Lynn Burger, Councilwoman Sarah Adams, Mayor Pro Tem Steven King

Recused from Discussion & Vote: Councilman Peter Kozlowski & Councilman Richard Greene

Result: Council Approved a Resolution designating the *Wise County Messenger* as the Official Newspaper for Year 2024.

- E. Receive, consider, and act on an Ordinance granting a franchise agreement with Atmos Energy Corporation.

Motion: Tabled

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.

- A. Hold a discussion regarding possible property acquisition that is east of South County Line, West of FM 407 and North of Dove Hollow Lane.

No Action

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
Motion: Councilman Richard Greene
Second: Mayor Pro Tem Steven King
Vote: All in Favor
Result: Regular Session was adjourned at 7:39pm.

MINUTES APPROVED ON THIS, THE 4TH DAY OF DECEMBER 2023

John Taylor, Mayor

Brooke Boller, City Secretary



CITY COUNCIL AGENDA MEMO

Prepared By: John Cabrales Jr, City Administrator

December 4, 2023

Bid Award for Drainage Improvements

DESCRIPTION:

Receive, consider, and act on a Resolution awarding the drainage improvement project for the installation of drainage culverts and headwalls within the Chisholm Hills Subdivision, along Lange Way, Hilltop Trail, Aydelotte Court, and Chisholm Hills Drive, to 3H Concrete, Inc. for a total of \$343,349.80, and establish a not-to-exceed project contingency of \$400,000.00.

BACKGROUND INFORMATION:

The City Council has directed staff to focus on maintenance and reconstruction of our public infrastructure including our roads. On May 15, 2023, the City Council had a work session to discuss options for funding the needed reconstruction and drainage improvement of several city roads. Staff was directed to proceed with the issuance of \$3.5 million in Certificates of Obligation for the use of reconstructing all the roads listed in Priority 1, 2, and 3 from staff's recommendation for a total of \$2,334,350, and for the reconstruction of Graham Road at approximately \$792,600. The debt should be for 20 years and should include funds from the Transportation Impact Fee Special Revenue Fund to cover the debt service payment for Graham Road.

On July 17, 2023 the City Council approved a Resolution authorizing the City Administrator to enter into a professional services agreement with Pacheco Koch Consulting Engineers, LLC, a wholly owned subsidiary of Westwood Professional Services Inc., for the survey and engineering for roadway and drainage reconstruction of certain roads in the Chisholm Hills subdivision (Phase II), in an amount not to exceed \$190,000.

In October 2023, the Mayor, Mayor Pro Tem, and staff met with our Senior Engineer, Ryley Paroulek, to review the 60% plans of the Chisholm Hills Roadway Improvements Phase II. It was decided to break out most of the drainage improvements for this project in an attempt to get some cost savings. The City published a notice to bidders on November 9 and 16, 2023 as required by state law, that the City would receive sealed bids for the drainage improvement project which involves the installation of drainage culverts and headwalls within the Chisholm

Hills Subdivision, along Lange Way, Hilltop Trail, Aydelotte Court, and Chisholm Hills Drive. The bids were received until 2:00 PM Friday, December 1st, 2023, and they were opened and read at 2:05 PM on the same day in the City Council Chambers. We received six (6) bids with 3H Concrete Inc. submitting the best qualifying bid for this project.

Staff recommend approval of the Resolution.

FINANCIAL CONSIDERATION:

The City obtained the following bids:

● 3H Concrete Inc,	\$343,349.80
● JR West	\$400,973.00
● Capko Concrete	\$498,799.00
● GROD Construction, LLC	\$555,310.00
● Jagoe Public Company	\$635,565.00
● Greeniverse Construction	\$699,444.60

On August 7, 2023 the City Council approved an Ordinance related to the issuance and sale of “City of New Fairview, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2023”, including the adoption of an ordinance authorizing the issuance of such certificates of obligation for \$3.5 million. The funds from this 2023 CO issuance will be used to pay for the expense of this contract.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution awarding the drainage improvement project for the installation of drainage culverts and headwalls within the Chisholm Hills Subdivision, along Lange Way, Hilltop Trail, Aydelotte Court, and Chisholm Hills Drive, to 3H Concrete, Inc. for a total of \$343,349.80, and establish a not-to-exceed project contingency of \$400,000.

ATTACHMENT(S):

1. Resolution 202312-01-109
2. Bids



**CITY OF NEW FAIRVIEW, TEXAS
RESOLUTION No. 202312-01-109**

A RESOLUTION AWARDING THE DRAINAGE IMPROVEMENT PROJECT CONTRACT FOR THE INSTALLATION OF DRAINAGE CULVERTS AND HEADWALLS WITHIN THE CHISHOLM HILLS SUBDIVISION, ALONG LANG WAY, HILLTOP TRAIL, AYDELOTTE COURT, AND CHISHOLM HILLS DRIVE, TO 3H CONCRETE, INC. FOR A TOTAL OF \$343,349.80 AND ESTABLISH A NOT-TO-EXCEED PROJECT CONTINGENCY OF \$400,000.00 AND FURTHER AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE NECESSARY CONTRACT DOCUMENTS FOR THE SAME.

WHEREAS, The City Council on May 15, 2023 had a work session to discuss options for funding the needed reconstruction and drainage improvement of several city roads in the Chisholm Hills subdivision; and

WHEREAS, The City Council on July 17, 2023 approved a Resolution authorizing the City Administrator to enter into a professional services agreement with Pacheco Koch Consulting Engineers, LLC, a wholly owned subsidiary of Westwood Professional Services Inc., for the survey and engineering for roadway and drainage reconstruction of certain roads in the Chisholm Hills subdivision, in an amount not to exceed \$190,000; and

WHEREAS, The City Council on August 7, 2023 approved an Ordinance related to the issuance and sale of “City of New Fairview, Texas, Combination Tax and Revenue Certificates of Obligation (CO), Series 2023”, including the adoption of an ordinance authorizing the issuance of such certificates of obligation for \$3.5 million, and the funds from this 2023 CO issuance will be used to pay for the expense of the reconstruction and drainage improvement of certain roads in the Chisholm Hills subdivision; and

WHEREAS, The City decided to break out most of the drainage improvements for this project in an attempt to get some cost savings and published a notice to bidders as required by state law, that the City would receive sealed bids for the drainage improvement project which involves the installation of drainage culverts and headwalls within the Chisholm Hills Subdivision, along Lange Way, Hilltop Trail, Aydelotte Court, and Chisholm Hills Drive. The bids were received until 2:00 PM Friday, December 1st, 2023, and they were opened and read at 2:05 PM on the same day in the City Council Chambers.

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

Section 1: The City Council hereby awards a drainage improvement contract for the installation of drainage culverts and headwalls within the Chisholm Hills subdivision, along Lang Way, Hilltop Trail, Aydelotte Court, and Chisholm Hills Drive, to 3H Concrete, Inc. for a total of \$343,349.80, and establish a not-to-exceed project contingency of \$400,000.00.

Section 2: That the City Administrator is hereby authorized to execute the necessary contract documents.

PRESENTED AND PASSED on this 4th day of December, 2023, at a Regular meeting of the New Fairview City Council.

JOHN TAYLOR, Mayor

ATTEST:

BROOKE BOLLER, City Secretary



**CITY COUNCIL
AGENDA MEMO**

Prepared By: John Cabrales Jr, City Administrator

December 4, 2023

Bid Award for Public Works Department Truck

DESCRIPTION:

Receive, consider, and act on a Resolution awarding the 2023-B Vehicle Bid for a Public Works Department truck to Denton Chrysler, Dodge, Jeep, Ram for \$72,520, 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 one-ton truck is needed. The City currently owns a 2008 Chevrolet, 3500 Dually, diesel truck that has over 100,000 miles, and the recently purchased 2023 half-ton truck. We have been experiencing maintenance issues with the 3500 Dually truck and are not sure how much longer it will be useful to the City.

During the Fiscal Year 2023-24 Budget discussions, staff went over the five (5) year Fleet Replacement Plan that included the addition of a one-ton truck for the Public Works Department. This equipment will allow the public works crew to do more street maintenance projects, code enforcement, and work more efficiently. We do not have another truck in our fleet that can tow our heavier trailers and equipment if our Chevrolet 3500 Dually goes down. 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 \$9,000.

The approved FY 2023-24 Budget contains \$85,000 in the Capital Outlay section of the Public Works Department for the purchase of this vehicle and additional equipment. The Budget also shows that the \$85,000 would be financed so that the impact will not occur until fiscal year 2024-25 with the first principal and interest payment.

Staff issued a Request for Proposals (RFP) for a new, 2023 Model-year, one ton, crew cab, 4-wheel drive, eight-foot bed, standard equipment truck, on October 26, through public notice in the Wise County Messenger for competitive sealed bids, that closed on November 10. We received two bids and the low bid of \$72,520 was submitted by Denton Chrysler, Dodge, Jeep, Ram. The scoring committee met on November 13, 2023, to evaluate the submitted bids in accordance with the criteria established in the RFP.

The bid award was 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 an 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.

In determining the best value for the municipality, the municipality may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the municipality's needs;
5. the bidder's past relationship with the municipality;
6. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. the total long-term cost to the municipality to acquire the bidder's goods or services; and
8. any relevant criteria specifically listed in the request for bids or proposals.

In addition, a board may consider, in determining the best value, the impact on the ability to comply with laws, rules, and programs relating to contracting with small businesses, as defined by 13 C.F.R. Section 121.201. And, before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality. The governing body may reject any and all bids.

Based on the evaluation by the scoring committee, the recommendation is to award the bid to Denton Chrysler, Dodge, Jeep, Ram.

Staff recommend approval of the Resolution.

FINANCIAL CONSIDERATION:

The City obtained the following bids:

- \$72,520 Denton Chrysler, Dodge, Jeep, Ram (Denton)
- \$73,495 Karl Klement Chrysler, Dodge, Jeep, (Decatur)

At the November 6 meeting, the City Council authorized a finance contract with Government Capital Corporation for the purpose of procuring a vehicle, and related equipment. Per the loan terms, the first payment for the principal and interest of the loan will not occur until October 2024.

RECOMMENDED MOTIONS:

I move to **Approve/Deny** a Resolution awarding the 2023-B Vehicle Bid for a Public Works Department truck to Denton Chrysler, Dodge, Jeep, Ram for \$72,520, and authorize the City Administrator to execute the contracts.

ATTACHMENT(S):

1. Resolution 202312-03-111
2. Bids



**CITY OF NEW FAIRVIEW, TEXAS
RESOLUTION 202312-03-111**

A RESOLUTION AWARDING THE 2023-B 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 \$72,520.

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, which is in the fleet replacement plan, was discussed with the City Council during the formulation of the City’s Fiscal Year 2023-24 Budget, and resulted in \$85,000 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 October 26, 2023, for competitive sealed bids, TEX. LOC. GOV’T CODE §252.043, for a new, 2023/24 Model-year, one (1) ton, crew cab, 4-wheel drive, eight (8) foot bed and standard equipment truck, and

WHEREAS, a total of two proposals were received, the scoring committee met to evaluate the submitted proposals in accordance with the criteria established in the RFP, recommending that the vehicle submitted by the following bidder/vendor is the most responsive and responsible vendor and represents the “best value” bid received to meet the City’s needs.

<u>Amount of Base Bid</u>	<u>Bidder/Vendor</u>
\$72,520	Denton Chrysler, Dodge, Jeep, Ram

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 one (1) ton, crew cab, 4-wheel drive, eight (8) foot bed and standard equipment truck from Denton Chrysler, Dodge, Jeep, Ram

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

PRESENTED AND PASSED on this 4th day of December 2023, at a regular meeting of the New Fairview City Council.

JOHN TAYLOR, Mayor

ATTEST:

BROOKE BOLLER, City Secretary

INVITATION FOR BID
CITY OF NEW FAIRVIEW
2023-B Vehicle Bid



City of New Fairview
999 Illinois Lane, New Fairview, Texas 76078
BIDS DUE: November 10, 2023 at 5:00 pm

**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: 11/30/23 Cash Discounts N/A % N/A Days

Names of Business: Denton Dodge

Mailing Address: 4984 S 135 E

City Denton State Texas Zip 76210

By: Charlie Nunley Title: New Car Director

Phone: 940-498-9800 E-mail Address: cnunley@dentondodge.com

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-B 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: November 10 at 5:00 pm

Proposals will be publicly opened and read on November 13 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

October 26, 2023

Bids received until:

November 10 at 5:00 pm

Open Bids:

November 13, 10:00 am

City Council Chamber

City Hall

999 Illinois Lane

New Fairview, Texas 76078

Potential Consideration of Awarding of Bid:

Monday, December 4, 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: October 26, 2023

Bids will be received until: November 10, at 5:00 pm

For: Public Works Department

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL	SPECIFIED DELIVERY
	1	One (1) Ton Crew Cab 4x4 Eight (8) foot Bed Truck	\$72,520	\$	
Total Bid:				\$ 72,520	



2024 MODEL YEAR

RAM 3500 TRADESMAN CREW CAB 4X4 LONG BOX

For more information visit: www.ramtrucks.com
or call 1-866-RAMINFO

FCA US LLC

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

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$54,850**

- RAM 3500 TRADESMAN CREW CAB 4X4
- Exterior Color: Bright White Clear-Coat Exterior Paint
- Interior Color: Black / Diesel Gray Interior Colors
- Interior: Heavy-Duty Vinyl 40/20/40 Split Bench Seat
- Engine: 6.7L Cummins Turbo Diesel Engine
- Transmission: 6-Speed Automatic 68RFE Transmission
- STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)
- FUNCTIONAL/SAFETY FEATURES
- Advanced Multistage Front Air Bags
- Supplemental Side-Curtain Front and Rear Air Bags
- Supplemental Front Seat-Mounted Side Air Bags
- ParkView® Rear Back-Up Camera
- Manual Shift-On-The-Fly Transfer Case
- 7.3 Adu Ratio
- 100-Amp Alternator
- 180-Amp Alternator
- Hill-Start Assist
- Electronic Stability Control
- Traction Control
- Trailer Sway Damping
- Anti-Lock 4-Wheel Disc Brakes
- Sentry Key® Theft Deterrent System
- Remote Keyless-Entry
- Push-Button Start
- Tire Pressure Information System
- Tire-Fill Alert
- Tailgate-Alert
- Warning Lamps
- Integrated Voice Command
- Full-Function Media Hub with 2-USB Plus Aux Port
- 40/20/40 Split Bench Seat
- Rear Under-Seat Storage Compartment
- 12-Volt Auxiliary Power Outlet
- Temperature and Compass Gauge
- Cluster with 3.5-Inch TFT Color Display
- Power Front Windows with 1-Touch Up / Down
- Black Vinyl Floor Covering
- Driver / Passenger Assist Handles
- Rain Connect™ Connected Services w/ Trial
- EXTERIOR FEATURES
- Manual-Folding Telescoping Black Mirrors
- Black Headlamp Bezels
- 18-inch x 8.0-inch Steel Wheels
- L7275/0R18E BSW All-Season Tires
- Tailgate-Handle LED Hitch Lamp
- 32-Gallon Fuel Tank
- Class V Receiver-Hitch
- 7-Pin Wiring Harness
- Trailer-Tow With 4-Pin Connector Wiring
- OPTIONAL EQUIPMENT (May Replace Standard Equipment)
- Customer Preferred Package ZHA
- Protection Group
- Transfer Case Skid-Plate Shield
- 5th Wheel / Gooseneck Towing Prep Group
- Chrome Appearance Group

Destination Charge **\$1,995**

TOTAL PRICE: * \$72,520

WARRANTY COVERAGE
5-year or 100,000-mile Powertrain Limited Warranty
3-year or 36,000-mile Basic Limited Warranty
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 100,000 MILE POWERTRAIN WARRANTY

Spray on Bed liner
Running boards installed before delivery

California Air Resources Board

Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label

Protect the environment. Choose vehicles with higher ratings:



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236



Assembly Point/Port of Entry: SALTILO, MEXICO
VIN: 3C6-3RRGLORG-121381



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.
* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLIED AND INSTALLED EQUIPMENT ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS PURCHASED SEPARATELY.

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-B 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-B 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: November 10, 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 for warranty work. | 10 Pts. |
| d) City's past history/experience with Manufacturer/Dealer. | 20 Pts. |
| e) Bid specifications/delivery requirements are exceeded. | 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 with the City-provided certificate number (202312-01-109) and 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)
4084 S 135E
(Street Address / P.O. Box)
Denton TX 76210
(City / State / Zip Code)
940-498-9800
(Phone)

Charlie Dunley
(Name of Authorized Agent - Printed)

(Authorized Agent Signature)
11/9/23
(Date)
cdunley@dentondodge.com
(E-Mail Address)

CITY OF NEW FAIRVIEW

PUBLIC WORKS DEPARTMENT MINIMUM SPECIFICATIONS

A One (1) Ton Pickup, Crew Cab 4x4, Eight (8) Foot Bed

General Specifications: New, 2023 Model-year, one ton, crew cab, 4-wheel drive, eight-foot bed, standard equipment truck. Vehicle must come with full manufacturer' s warranty.

Alternate Bid: New, 2024 Model-year, one ton, crew cab, 4-wheel drive, eight-foot bed, standard equipment truck. Vehicle must come with full manufacturer' s warranty.

Engine: Turbo Diesel, 6.7 liter or equivalent

Fuel Type: Diesel

Drive Train: 4 Wheel Drive

Transmission: 6 speed, Automatic or equivalent

Body Style: Straight-sided or dual wheel, 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 – Vinyl 40/20/40 Split Bench Seat.

Rear – Vinyl 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.

Trailer brake control

Factory Air Conditioning

Factory Heater and Defroster

Power Windows and Power Door Locks

Remote, Keyless Entry Power Steering

Cruise Control

Spray in bed liner

Flat side steps

Chrome Appearance Group

115v Auxiliary front outlet

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

OFFICE USE ONLY

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.

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 services, goods, or other property 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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____,
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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 176.008(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 176.008(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.008, 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

11/9/23

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.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ 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

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____

My address is _____

(street)

(city)

(state)

(zip code)

(country)

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in Item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

(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.

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

Configuration Preview

Date Printed: 2023-10-20 2:44 PM VIN: Quantity: 1
 Estimated Ship Date: VIN: Status: BA - Pending order

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: 2024 3500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box) (D28L92)

	Sales Code	Description	MSRP(USD)
Model:	D28L92	3500 TRADESMAN CREW CAB 4X4 (169 in WB 8 ft 0 in Box)	55,545
Package:	21A	Customer Preferred Package 21A	0
	ETM	6.7L I6 Cummins HO Turbo Diesel Eng	12,595
	DF2	6-Spd Auto Aisin AS69RC HD Trans	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	*TX	HD Vinyl 40/20/40 Split Bench Seat	0
	-X8	Black/Diesel Gray	0
Options:	UBD	Uconnect 5 W 8.4" Display (USA)	815
	XMF	Mopar Spray in Bedliner	600
	MR5	Flat Whl-to-Whl Side Steps Chrome	745
	AMP	Chrome Appearance Group	1,650
	SEB	Auto Level Rear Air Suspension	1,705
	A61	Tradesman Level 1 Equipment Group	195
	XHC	Trailer Brake Control	395
	JKV	115V Auxiliary Front Power Outlet	255
	5N6	Easy Order	0
	163	Zone 63-Dallas	0
	4EA	Sold Vehicle	0
Discounts:	YG4	5.5 Additional Gallons of Diesel	0
Destination Fees:			1,995

= Restriction

Total Price: 76,495

Order Type: Retail PSP Month/Week:
 Scheduling Priority: 1-Sold Order Build Priority: 99
 Salesperson:
 Customer Name:
 Customer Address:

Instructions:

+ 9200000000

\$ 73,495
 + TT&L

 Payment due upon
 delivery

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-B Vehicle Bid



City of New Fairview
999 Illinois Lane, New Fairview, Texas 76078
BIDS DUE: November 10, 2023 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-B 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: November 10 at 5:00 pm

Proposals will be publicly opened and read on November 13 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

October 26, 2023

Bids received until:

November 10 at 5:00 pm

Open Bids:

November 13, 10:00 am

City Council Chamber

City Hall

999 Illinois Lane

New Fairview, Texas 76078

Potential Consideration of Awarding of Bid:

Monday, December 4, 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: October 26, 2023

Bids will be received until: November 10, at 5:00 pm

For: Public Works Department

ITEM NO.	QTY.	DESCRIPTION	UNIT PRICE	TOTAL	SPECIFIED DELIVERY
	1	One (1) Ton Crew Cab 4x4 Eight (8) foot Bed Truck	\$ 73,495	\$	
Total Bid:				\$ 73,495	

**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: on arrival Cash Discounts _____% _____Days

Names of Business: Klement Dodge

Mailing Address: PO Box 995

City Dallas State Tx. Zip 76234

By: Andrew Bellum Title: Sales

Phone: 940-627-6700 E-mail Address: andrew.b@klementcjd.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-B 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-B 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: November 10, 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 for warranty work. | 10 Pts. |
| d) City's past history/experience with Manufacturer/Dealer. | 20 Pts. |
| e) Bid specifications/delivery requirements are exceeded. | 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 with the City-provided certificate number (202312-01-109) and 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.

Klement Dodge
(Company Name)

PO Box 995
(Street Address / P.O. Box)

Decatur TX 76234
(City / State / Zip Code)

940-627-6700
(Phone)

Andrew Belden
(Name of Authorized Agent – Printed)

Andrew Belden
(Authorized Agent Signature)

11-02-2023
(Date)

andrew.b@klementdodge.com
(E-Mail Address)

CITY OF NEW FAIRVIEW

PUBLIC WORKS DEPARTMENT MINIMUM SPECIFICATIONS

A One (1) Ton Pickup, Crew Cab 4x4, Eight (8) Foot Bed

General Specifications: New, 2023 Model-year, one ton, crew cab, 4-wheel drive, eight-foot bed, standard equipment truck. Vehicle must come with full manufacturer's warranty.

Alternate Bid: New, 2024 Model-year, one ton, crew cab, 4-wheel drive, eight-foot bed, standard equipment truck. Vehicle must come with full manufacturer's warranty.

Engine: Turbo Diesel, 6.7 liter or equivalent

Fuel Type: Diesel

Drive Train: 4 Wheel Drive

Transmission: 6 speed, Automatic or equivalent

Body Style: Straight-sided or dual wheel, 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 – Vinyl 40/20/40 Split Bench Seat.

Rear – Vinyl 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.**

✓ **Trailer brake control**

✓ **Factory Air Conditioning**

- ✓ **Factory Heater and Defroster**
- ✓ **Power Windows and Power Door Locks**
- ✓ **Remote, Keyless Entry Power Steering**
- ✓ **Cruise Control**
- ✓ **Spray in bed liner**
- ✓ **Flat side steps**
- ✓ **Chrome Appearance Group**
- ✓ **115v Auxiliary front outlet**
- ✓ **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

OFFICE USE ONLY

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.

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 services, goods, or other property 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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ 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

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____,

(street)

(city)

(state)

(zip code)

(country)

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month)

(year)

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

1. **Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
2. **Office Held.** Enter the name of the office held by the local government officer filing this statement.
3. **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
4. **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
5. **List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
6. **Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

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

(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.



CITY COUNCIL AGENDA MEMO

Prepared By: Brooke Boller, City Secretary

December 4, 2023

City Council 2024 Meeting Calendar

DESCRIPTION:

Receive, consider, and act on the 2024 City Council Meeting Calendar.

BACKGROUND INFORMATION:

The Council meets on the first and third Monday of each month, except for City observed holidays, in which case, the meeting will be held the following day at the same time (Resolution 202210-01-100).

Attached is the 2024 City Council Meeting Calendar recommended by staff.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTIONS:

I move to **Approve/Deny** the 2024 City Council Meeting Calendar as presented by the City Secretary.

ATTACHMENT(S):

1. Calendar

City Council 2024 Meeting Calendar

January 2024

1st: New Years Day

15th: Open – Martin Luther King Jr Day

February 2024

5th:

19th: Open – President’s Day

March 2024

4th:

18th: Day after St. Patrick’s Day

April 2024

1st:

15th:

May 2024

6th:

20th:

June 2024

3rd:

17th: Monday after Father’s Day

July 2024

1st:

15th:

August 2024

5th:

19th:

September 2024

2nd: Closed Labor Day

16th:

October 2024

7th:

21st:

November 2024

4th:

18th:

December 2024

2nd:

16th:



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Brooke Boller, City Secretary

December 4, 2023

Canceling and/or Rescheduling City Council Meeting(s)

DESCRIPTION:

Receive, consider, and act on a Resolution for the canceling of the December 18, 2023, Regular City Council Meeting, and rescheduling the January 1, 2024 Regular City Council Meeting to January 8, 2024.

BACKGROUND INFORMATION:

As provided by the City's Procedures and Decorum Policy, the City of New Fairview regular City Council meetings are held on the first and third Mondays of each month, at such times as may be set by the City Council, unless the meeting is rescheduled or canceled. All regular meetings of the City Council will be held in New Fairview Town Hall at 999 Illinois Lane, New Fairview, Texas, or at such other locations as the City Council may, by motion, resolution, or ordinance, designate.

The City Council desires to cancel the regular City Council meeting of Monday, December 18, and reschedule the January 1, 2024 meeting to Monday, January 8, 2024 . The City Council finds that it would be in the public interest to cancel the meeting to allow council members and staff the ability to spend time with family and friends during the holidays.

FINANCIAL CONSIDERATION:

None

RECOMMENDED MOTION:

I move to **Approve/Deny** a Resolution for the canceling of the December 18, 2023, Regular City Council Meeting, and rescheduling the January 1, 2024 Regular City Council Meeting to January 8, 2024.

ATTACHMENT(S):

1. Resolution 202312-02-110



RESOLUTION NO. 202312-02-110

A RESOLUTION OF THE CITY OF NEW FAIRVIEW, TEXAS, CANCELING THE REGULAR CITY COUNCIL MEETING OF MONDAY, DECEMBER 18, 2023 AND RESCHEDULING THE REGULAR CITY COUNCIL MEETING OF MONDAY, JANUARY 1, 2024 TO JANUARY 8, 2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of New Fairview, Texas (“City Council”) is regularly scheduled to meet on the first and third Mondays of each month at 7:00 p.m.; and

WHEREAS, the City Council finds that it would be in the public interest to cancel the December 18, 2023, Regular City Council meeting, and rescheduling the January 1, 2024 Regular City Council Meeting to January 8, 2024 to allow council members and staff the ability to spend time with family and friends during the holidays.

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

SECTION 1. That the December 18, 2023, Regular City Council meeting is hereby canceled, and the January 1, 2024, Regular City Council Meeting is rescheduled to January 8, 2024.

SECTION 2. This resolution shall take effect from and after its final date of passage.

The above and foregoing Resolution was passed and approved at a Regular Meeting of the City Council of the City of New Fairview, Texas, on the 4th day of December 2023.

JOHN TAYLOR, MAYOR

ATTEST:

Brooke Boller, City Secretary