

City of Kingsville, Texas

AGENDA CITY COMMISSION

MONDAY, NOVEMBER 8, 2021

REGULAR MEETING

CITY HALL

HELEN KLEBERG GROVES COMMUNITY ROOM

400 WEST KING AVENUE

4:00 P.M.

**Conference Line call: 1 (415) 655-0001 and
when prompted type access code: 126 210 9951 #**

OR

Live Videostream: <http://www.cityofkingsville.com/webex>

I. Preliminary Proceedings.

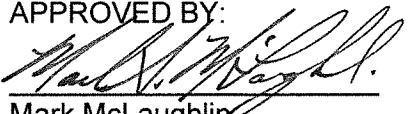
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – October 25, 2021

APPROVED BY:


Mark McLaughlin
City Manager

II. Public Hearing - (Required by Law).¹

None.

III. Reports from Commission & Staff.²

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to, the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Condemnation Update, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."

IV. Public Comment on Agenda Items.³

1. Comments on all agenda and non-agenda items.

V.

Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions and ordinances not removed for individual consideration)

1. Motion to approve reappointment of Steve Davis to the Health Board for a 3-year term. (Health Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. Consideration and approval of a resolution declaring intention to reimburse certain expenditures. (Finance Director).
3. Consider appointment of Kathy Pawelek to the Hotel Occupancy Tax Advisory Board for a two-year term. (Tourism Director).
4. Consider a core City logo and potential design changes. (Tourism Director).
5. Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Kingsville and Texas A&M University-Kingsville relating to TAMUK Women's Golf Team and the L.E. Ramey Golf Course. (Parks Director).
6. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate funding for the carry-over purchase orders that were ordered or started last fiscal year and will be received or completed this fiscal year. (Finance Director).
7. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate funding for the emergency repairs to Water Well #21. (Finance Director).
8. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 budget to transfer uncommitted funds in the DEAAG Grant Fund back to Utility Fund 051 and to cover shortage in Fund 054. (Finance Director).
9. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 budget to appropriate funding for façade grant applications received. (Finance Director).
10. Consider a resolution approving an application and agreement for the Historic District Façade Grant Program from David Thibodeaux for property located at 400 E. Kleberg Avenue, Kingsville, Texas. (Director of Planning & Development Services).

11. Consider a resolution approving an application and agreement for the Historic District Façade Grant Program from Luis Fuentes, Jr. for property located at 301 E. Kleberg Avenue, Kingsville, Texas. (Director of Planning & Development Services).
12. Consider authorizing purchase of new John Deer 190 GW Wheeled Excavator from Doggett Heavy Machinery LLC via Sourcewell Purchasing Cooperative, as per staff recommendation. (Purchasing Director).
13. Consider authorizing purchase of new Cat Model 813 Wheeled Compactor from BD Holt Co. via Sourcewell Purchasing Cooperative, as per staff recommendation. (Purchasing Director).
14. Consider authorizing purchase of one Commercial Vactor Truck from Austin Freightliner Inc. via BuyBoard Purchasing Cooperative, as per staff recommendation. (Purchasing Director).
15. Consider authorizing purchase of three new Police Vehicles from Lake Country Chevrolet via Goodbuy Purchasing Cooperative, as per staff recommendation. (Purchasing Director).
16. Consider authorizing purchase of various vehicles from Silsbee Ford Inc. via Goodbuy Purchasing Cooperative, as per staff recommendation. (Purchasing Director).
17. Discussion on potential uses of ARPA funds. (City Manager).
18. Consider a resolution casting the City of Kingsville's votes for candidate Albert Garcia to the Board of Directors for the Kleberg County Appraisal District. (City Manager).

VII. Adjournment.

1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizen's comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

NOTICE

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board located at City Hall, 400 West King Ave, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

November 5, 2021 at 11:30 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

Mary Valenzuela
Mary Valenzuela, TRMC, CMC, City Secretary
City of Kingsville, Texas

This public notice was removed from the official posting board at the Kingsville City Hall on the following date and time: _____

By: _____
City Secretary's Office
City of Kingsville, Texas

MINUTES OF PREVIOUS MEETING(S)

OCTOBER 25, 2021

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, OCTOBER 25, 2021 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor
Hector Hinojosa, Commissioner
Norma N. Alvarez, Commissioner
Edna Lopez, Commissioner
Ann Marie Torres, Commissioner

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Derek Williams, IT
Uchechukwu Echeozo, Director of Planning & Development Services
Rudy Mora, Engineer
Ricardo Torres, Police Chief
Diana Gonzales, Director of Human Resources
Emilio Garcia, Health Director
Janine Reyes, Tourism Director

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with all five Commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

The invocation was delivered by Mrs. Courtney Alvarez, City Attorney, followed by the Pledge of Allegiance and the Texas Pledge.

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – October 12, 2021

Motion made by Commissioner Lopez to approve the minutes of October 12, 2021 as presented, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting “FOR”.

II. Public Hearing - (Required by Law).¹

None.

III. Reports from Commission & Staff.²

“At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to, the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Condemnation Update, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal

Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water, And Wastewater Rate Study Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."

Mr. Mark McLaughlin, City Manager reported that in the next few days he will be meeting with staff on the Brownfield Grant. This is a grant that will assist with the abatement of the old hospital.

Mayor Fugate asked if the city needs a cash match for this grant? Mr. McLaughlin responded that he is not sure but will know more once he meets with staff.

Mr. McLaughlin then gave an update on the Trash-Off event that occurred over the weekend, which was a successful event. He further gave an update on the Farmers Market that occurred on Saturday, October 23rd. The Farmer's Market was well attended with 10 additional vendors participating in this event. The Wine Walk also took place over the weekend and was very successful with 85 Passports sold.

Ms. Courtney Alvarez, City Attorney reported that the next City Commission meeting is scheduled for November 8, 2021. The deadline for staff to submit agenda items is October 29, 2021.

Commissioner Torres reported that a Veteran's Day Parade is scheduled for Thursday, November 11, 2021. Information on the parade has already been released for those who would like to take part.

Mr. McLaughlin commented that he is working with the contractor to make sure that Yoakum Street is open for a return route. He further stated that what is left of the project is to concrete and streetlight.

Mayor Fugate commented that the project would need to be completed for La Posada Parade in December.

Commissioner Alvarez asked if the order of flags for the downtown area had been placed? Mr. McLaughlin responded that an order for flags, flag poles, and flag holders has been placed but wasn't sure on the status of delivery.

Commissioner Hinojosa reported that the kick-off of Red Ribbon Week took place this morning. A proclamation was read and presented to the Kingsville Independent School District. Red Ribbon Week is from October 23rd – 31st, 2021.

Mayor Fugate thanked staff for their work on patching the streets around the neighborhoods. He further thanked the staff for the upkeep of the Golf Course.

Mayor Fugate read and presented a proclamation for Arbor Day proclaiming November 5, 2021, as Arbor Day.

IV. Public Comment on Agenda Items.³

1. Comments on all agenda and non-agenda items.

No public comments were made or received.

V.

Consent Agenda

Notice to the Public

The following items are of a routine or administrative nature. The Commission has been furnished with background and support material on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

CONSENT MOTIONS, RESOLUTIONS, ORDINANCES, AND ORDINANCES FROM PREVIOUS MEETINGS:

(At this point the Commission will vote on all motions, resolutions, and ordinances not removed for individual consideration)

Motion made by Commissioner Lopez to approve the consent agenda as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".

1. Motion to approve membership with Electric Reliability Council of Texas (ERCOT) for 2022. (City Attorney).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

2. Consider a resolution authorizing the Police Chief to enter into a Memorandum of Understanding between the U.S. Department of Justice, Drug Enforcement Administration, and the City of Kingsville regarding License Plate Reader Information. (Police Chief).

Mr. Ricardo Torres, Chief of Police stated that the agenda before the Commission is for a Memorandum of Understanding between the Kingsville Police Department and Drug Enforcement Administration (DEA). He further stated that recently the Kingsville Police Department applied and received a grant for a trailer that had License Plate Readers affixed to it for an amount of \$61,150.00. This receives information through vigilant assistance that is carried by most wrecker services in the United States. He further stated that DEA and their system carries information related to organized crime entities which shares with the Kingsville Police Department through License Plate Reads which can be used on cases handled by the department.

Motion made by Commissioner Lopez and Commissioner Hinojosa to approve the resolution authorizing the Police Chief to enter into a Memorandum of Understanding between the U.S. Department of Justice, Drug Enforcement Administration, and the City of Kingsville regarding License Plate Reader Information, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

3. Consider a resolution authorizing the application to, administrations of, and acceptance of Office of the Governor, Public Safety Office, Criminal Justice Division's Body-Worn Camera Grant Program, FY2022; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).

Chief Torres stated that recently the Kingsville Police Department received a grant of \$41,300 for Body Worn Cameras with a cash match of 50%. He stated that he is using

this grant to enhance their systems for the ability of Officers to automatically download video from their Body Worn Cameras, whether they are inside or outside the department. This will be available at PD West also known as the old Dr. Pepper Building. Chief Torres further stated that this will also cover storage space which the manufacturer recommends 800 gigabytes per camera system and looking at approximately 126 terabytes of storage space for an amount of \$134,047.36 which has a 25% match of \$33,511.84.

Motion made by Commissioner Lopez to approve the resolution authorizing the application to, administrations of, and acceptance of Office of the Governor, Public Safety Office, Criminal Justice Division's Body-Worn Camera Grant Program, FY2022; authorizing the Chief of Police to act on the City's behalf with such program, seconded by Commissioner Hinojosa.

Commissioner Torres asked if each Police Officer wears a body-worn camera or is this upgrading?

Chief Torres responded that currently there are only enough body cameras for the Patrol Officers and the Interdiction Officers. Detectives don't have any as the original grant did not allow for it. It was only allowed for Patrol Officers. The Federal Grant allows for every officer to have a body-worn camera.

The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

4. Consider a resolution authorizing the application to, administrations of, and acceptance of Office of the Governor, Public Safety Office, Homeland Security Grants Division's FY2022 Operation Lone Star Grant Program (OLS); authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).

Chief Torres stated that the purpose of the program is to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity and detain non-citizen inmates. The grant for Operation Lone Star is a reimbursement type that has a minimum funding level of \$5,000 with no maximum and does not require a cash match.

Motion made by Commissioner Lopez and Commissioner Alvarez to approve the resolution authorizing the application to, administrations of, and acceptance of Office of the Governor, Public Safety Office, Homeland Security Grants Division's FY2022 Operation Lone Star Grant Program (OLS); authorizing the Chief of Police to act on the City's behalf with such program, seconded by Commissioner Hinojosa.

Commissioner Torres commented that within the backup information for this agenda item she sees noted travel per diem and lodging cost and asked if the grant would be paying for those items as well.

Chief Torres responded that yes it does cover but he usually doesn't ask for money for those items unless the Tactical Team is called upon to assist with a case.

Commissioner Torres further asked if Officers would receive training that will certify them.

Chief Torres responded that the city gives the department money for training which is utilized very well. He further stated that there is also a lot of in-house and online training that is done for the department.

The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

5. Consider a resolution authorizing the City Manager and the Chief of Police to enter into a Memorandum of Understanding between the City of Kingsville Police Department and the Coastal Bend College Police Department. (Police Chief).

Chief Torres stated that his department received a request to enter into a Memorandum of Understanding (MOU) between the Kingsville Police Department and Coastal Bend College Police Department. Over the past few years, Coastal Bend College has formed its own police department, which is a one-man department to provide law enforcement services for its properties which consist of four different campuses in four different cities. Normal day-to-day costs for providing law enforcement services in our community would be uncured by the Kingsville Police Department and do not foresee any large sale costs for aiding Coastal Bend College.

Commissioner Alvarez asked if what was just mentioned was that Coastal Bend College only had one Officer for four campuses? Chief Torres's response was correct, only one Officer for all four campuses, which is a Police Chief located in Beeville.

Motion made by Commissioner Torres to approve the resolution authorizing the City Manager and the Chief of Police to enter into a Memorandum of Understanding between the City of Kingsville Police Department and the Coastal Bend College Police Department, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".

6. Consider sponsorship of Ranch Hand Festival Concert on November 20, 2021. (Tourism Director).

Ms. Janine Reyes, Tourism Director stated that this event should have been included in the September 27th meeting in which staff requested city sponsorship for the annual series of events. She further stated that in 2018, the Tourism Department started this model in which they teamed up with a non-profit to create a continuity of events that extended beyond the festival. This event continued in 2019 but in 2020 the event was canceled due to the COVID-19 pandemic. Ms. Reyes further stated that in 2018 they teamed up with CASA of the Coastal Bend with their profit at \$13,000. In 2019, the non-profit was KISD Education Foundation where \$42,000 was raised during the 2019 event. In 2020, the event did not occur due to the pandemic. This year, 2021, with events occurring once again, staff request for the Commission to approve participation and sponsorship of the Ranch Hand Weekend Country Concert. She further stated that when looking into a venue space, anticipating the JK Northway not being available, staff was looking at Chamberlain Park located next to City Hall. City Attorney raised some concerns with the location. Ms. Reyes further stated that they have met with County Judge last week and he has indicated a willingness to allow the use of the JK Northway for this event. As per our agreement with the JK Northway, the agreement requires that excess revenues be split evenly with the County, but the city does not make the majority of these revenues, it goes to the non-profit. She further stated that she attended the County Commissioners' Court meeting today, although they couldn't place this item as an action item for this meeting, but plan to put it on their agenda next week, everyone agreed for waiving fees. She further stated that what she is looking at is the cost of \$500 for utility fees and she confirmed with the Risk Manager and there is no cost for the additional insured endorsement that he has already received.

Commissioner Alvarez asked who this year's performer would be? Ms. Reyes responded that the performer is Steve Warner. Commissioner Alvarez further

commented that she is going to assume that the JK Northway is in the condition where it can be used for this event.

Ms. Reyes responded that bleachers were pulled out for the venue which was utilized in the past. She further stated that the Parks Department has lower-level bleachers that can be brought in for the event. She also stated that general admission to the event would be standing room only.

Mr. McLaughlin commented that the city's utility department will pack the dirt in at the venue as it has been done in the past. He further stated that the County Judge does not have enough dirt in the coliseum and needs it prepared for the Kleberg/Kenedy Livestock Show in January. Mr. McLaughlin then asked Ms. Reyes if she could announce the non-profit for this year's event. Ms. Reyes announced that the non-profit is Toys for Tots of Kleberg and Kenedy County.

Commissioner Alvarez asked why the city needs to place dirt down as it is not needed for the concert.

Mr. McLaughlin stated that dirt is already in there and the city will add more dirt to level the ground.

Commissioner Torres asked if general admission would be standing room only. Ms. Reyes stated that there will be some bleachers that the Parks Department will be placing for general admission to utilize. Commissioner Torres further asked if the bleachers would be stable enough. Ms. Reyes responded yes; they are more stable than the bleachers that were pulled out. Commissioner Torres asked if the sponsorship amount that the city will be sponsoring is only \$500. Ms. Reyes stated that the artist is paid for by the non-profit entirely. Reyes further stated that the city does a split with staging sound which is about \$4,000 plus the utility fee of \$250 as it is split with them.

Commissioner Torres further asked if we would be sharing half of the revenues with the County. Ms. Reyes responded no, as they have indicated an interest in waiving that, which will be voted on during the next County Commissioners' Court meeting.

Commissioner Alvarez asked for the cost of a VIP table. Ms. Reyes stated that VIP tables are \$1,200 and further stated that the cost was increased this year from two years ago by \$200 for a table of 8, anticipating that the event would have taken place outdoors which would have required additional needs.

Motion made by Commissioner Hinojosa to approve sponsorship of Ranch Hand Festival Concert on November 20, 2021, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:36 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

Memorandum

Date: 10/26/2021
To: Mark McLaughlin, City of Kingsville, City Manager
CC: Courtney Alvarez, City of Kingsville, City Attorney
From: Emilio H. Garcia, City of Kingsville, Health Director
RE: Health Board Director Reappointment

Please be advised that the Health Board terms for Steve Davis expire on November 11, 2020. I have spoken to Steve Davis, and he agreed to remain on the Board. The re-appointment to the Health Board is for 3 years. It is my recommendation that Mr. Steve Davis be re-appointed to the City of Kingsville, Health Board.

I am requesting that the City Commission consider his re-appointment at the next Regular City Commissioner's meeting.

Thank you,
Emilio H. Garcia
City of Kingsville, Health Director

Dear: City of Kingsville, Health Director

Hello, my name is Steven Davis. I have lived in Kingsville, Texas for the last 50 years at 810 West Ave G. I retired from Celanese Plant in Bishop, Texas after 29 year's service. My primary responsibility was training and insuring the safety of all Plant Employees. By developing safety and training programs and implementing those programs to the employees. Since retirement I have worked Plant Shutdowns at the Bishop site for Jacobs Field Services with the Safety Department. I would like to offer my experience and knowledge to the City of Kingsville, Health Board and the Environment Health Department. I am requesting your consideration of my Re-appointment to the City of Kingsville, Health Board of Directions. I would be my honor to serve the citizens of Kingsville and Kleberg County.

Sincerely,
Steven Davis

REGULAR AGENDA

AGENDA ITEM #2

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: October 28, 2021

SUBJECT: Reimbursement Resolution

Summary:

The FY 21-22 Adopted Budget provides for the purchase of capital outlay items for both General Fund and Utility Fund through a tax note. Due to the need for the items and delays in delivery, these capital outlay items need to be ordered and possibly paid for prior to the tax note that finances them being finalized. The finalization period for the tax note depends on the status of the financial market. This reimbursement resolution allows the City to be reimbursed from the proceeds out the Tax Note for those items that are paid for prior to the Tax Note being finalized.

Recommendation:

Staff recommends the approval of the resolution allowing for the reimbursement of items to be financed through the 2022 Tax Note.



CERTIFICATE FOR RESOLUTION

We, the undersigned Mayor and City Secretary of the City of Kingsville, Texas (the "City"), hereby certify as follows:

1. The City Commission of the City (the "City Commission") convened in regular session, open to the public, on November 8, 2021 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Commission, to wit:

Sam R. Fugate, Mayor
Hector Hinojosa, Mayor Pro Tem
Ann Marie Torres, Commissioner

Edna Lopez, Commissioner
Norma Nelda Alvarez, Commissioner

and all of said persons were present, except _____, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled:

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES

(the "Resolution") was duly introduced for the consideration of the Commission. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:

YES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the City Commission's minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Commission's minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the City Commission as indicated therein; each of the officers and members of the City Commission was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE,
TEXAS ON NOVEMBER 8, 2021.

City Secretary

Mayor

(CITY SEAL)

RESOLUTION NO. 2021-_____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES

WHEREAS, the City of Kingsville, Texas (the "City") desires to pay expenditures in connection with the design, planning, acquisition, construction, equipping, and/or renovating of the project or facilities described in Exhibit A attached hereto (the "Project");

WHEREAS, Chapter 1201, Texas Government Code (the "Code") permits the City to use the proceeds of obligations to reimburse the City for costs attributable to the Project paid or incurred before the date of issuance of such obligations; and

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the objectives of the City's programs and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS THAT:

Section 1. This Resolution declares the intention of the City to reimburse the expenditures for the Project with the proceeds of obligations. The City presently intends to reimburse the expenditure by incurring obligations issued under Texas law, the interest on which is excludable from gross income under section 103 of the Internal Revenue Code of 1986, as amended.

Section 2. The City reasonably expects to incur debt, in one or more series of obligations, in an aggregate maximum principal amount now estimated to be \$1,900,000 for the purpose of paying the costs for the acquisition of certain property and related improvements for the City.

Section 3. The City intends to reimburse the expenditures hereunder not later than 18 months after the date the original expenditure is paid or the date the Project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the Project is a construction project for which the City and a licensed architect or engineer have certified that at least five years are necessary to complete the Project in which event the maximum reimbursement period is five years after the date of the original expenditure.

Section 4. The City intends that this Resolution satisfy the official intent requirement set forth in Section 1.150-2 of the Treasury Regulations and evidences its intentions under Section 1201.042(c) of the Code.

Section 5. This Resolution shall be liberally construed to evidence the intent of the City to comply with state law and federal income tax law in the issuance of tax-exempt obligations for the Project.

Approved on this the 8th day of November, 2021 by a majority vote of the City Commission of the City of Kingsville, Texas.

/s/ Sam R. Fugate
Mayor

Attest: /s/ Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

EXHIBIT A

PROJECT DESCRIPTION

Providing for the payment of contractual obligations to be incurred in connection with the purchasing, of certain City-owned public property, including (1) vehicles for various City departments; (2) trash compactor; (3) street repair equipment for the Public Works Department; (4) equipment for the Utility Department, and (5) payment of contractual obligations for professional services in connection therewith (to wit: consulting, engineering, financial advisory, and legal).

AGENDA ITEM #3

CITY OF KINGSVILLE

P. O. BOX 1458 - KINGSVILLE, TEXAS 78364



Date: October 26, 2021

To: City Commission via City Manager Mark McLaughlin

CC: Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

From: Janine Reyes, Director of Tourism Services

Summary: The Hotel Occupancy Tax Advisory Board was created in 2016 by City of Kingsville City Commissioners. The board meets quarterly and makes recommendations for activities, programs and expenditures authorized by state tax code guiding appropriate use of occupancy tax funds.

All members will be appointed to the board by the City Commission at the recommendation of the City Manager.

Effective October 2nd, member Jonathan Plant resigned from the board. Jonathan Plant served the role of Conner Museum representative. At that point in time, Texas A&M University-Kingsville leadership asked that Dr. Ayala-Schuneman be appointed to complete Plant's term that ended on July 24, 2021. Dr. Ayala-Schuneman has since retired, and Kathy Pawelek has now assumed the role of Interim Director of Administration and Operations at the Conner Museum.

City Manager Mark McLaughlin is making the following recommendation for the HOT Advisory Board appointment:

- Kathy Pawelek, Conner Museum Representative

Kathy Pawelek has agreed to serve a two-year term to begin November 8, 2021.



AGENDA ITEM #4



P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

Date: October 26, 2021

To: City Commission via City Manager Mark McLaughlin

CC: Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

From: Janine Reyes, Director of Tourism Services/Public Information Officer

Summary: The City of Kingsville City Commission authorized the City Manager to execute a Logo & Brand Guide Development Agreement with ESD and Associates on May 24, 2021. Since that time ESD Associates has been developing a series of logos for City Commission to review. The City Manager has selected six renditions for Commission to review.

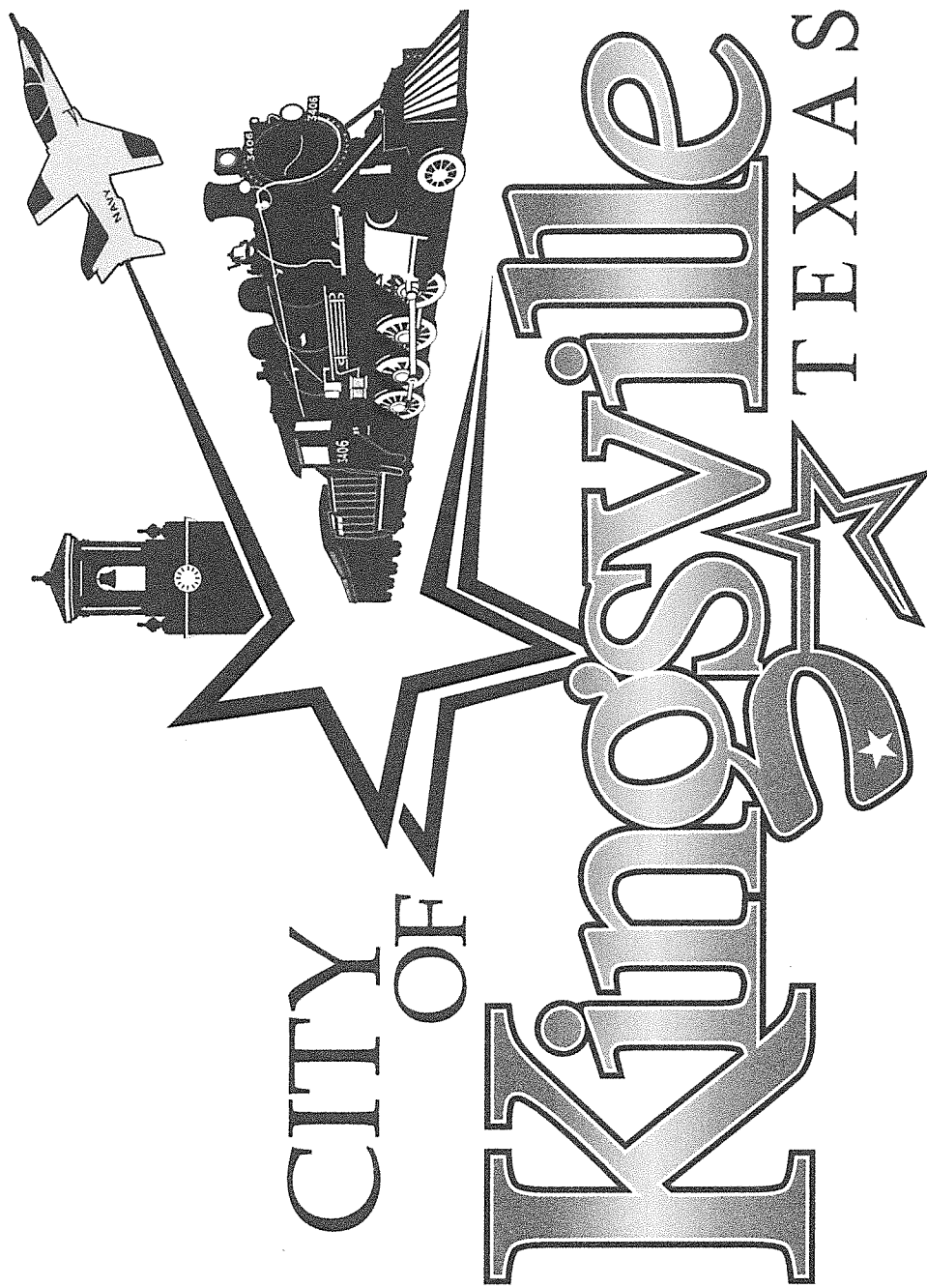
ESD and Associates will take feedback from Commission and provide two redesigns at no additional cost. Once adopted, the new logo will be featured on 23 city wayfinding signs, staff business cards and letterhead along with some city vehicles, the Tourism van, trash trucks and on our recently updated website.

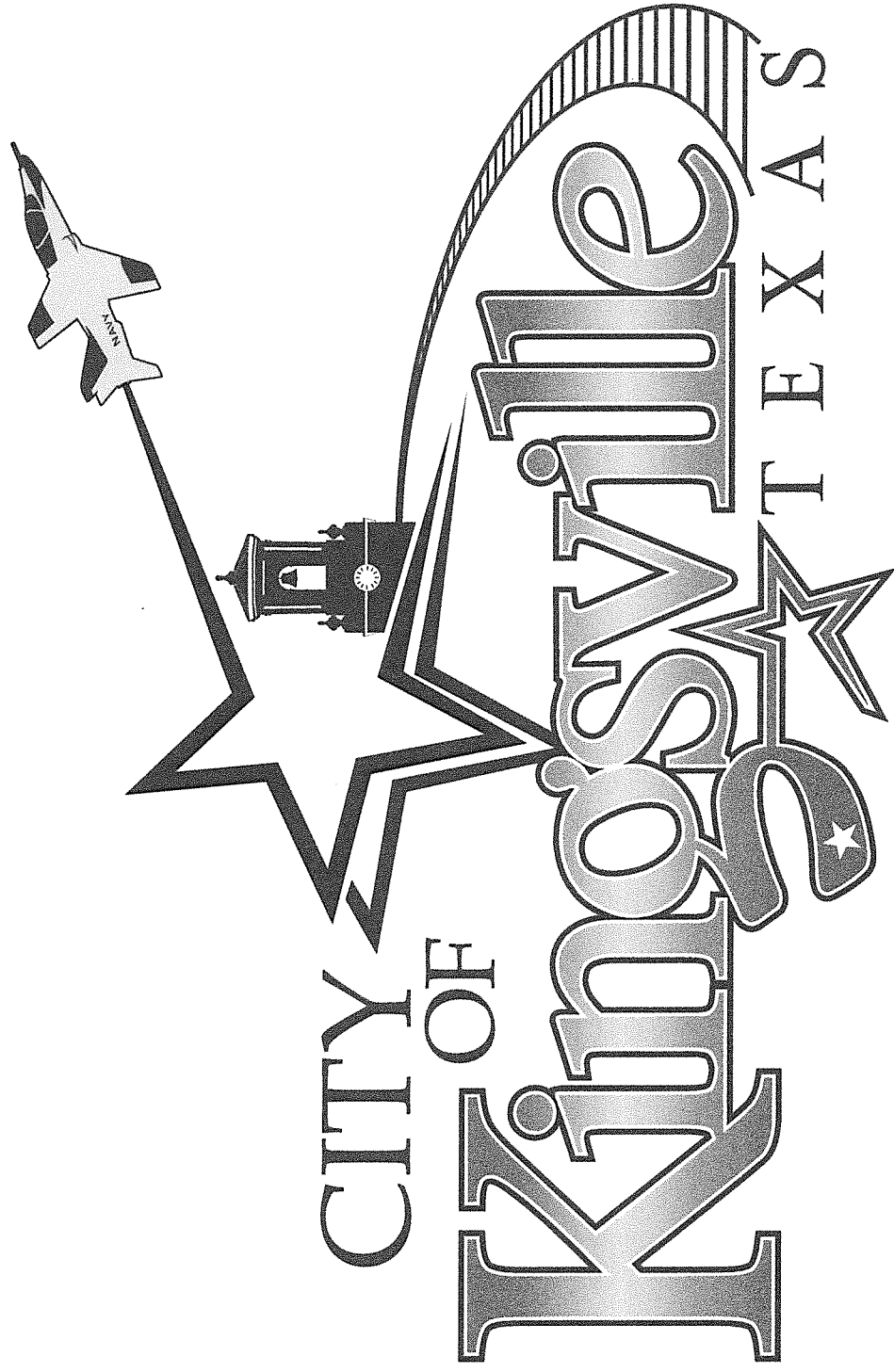
One goal set forth in the logo redesign process was to incorporate the city's railroad history, Naval Air Station Kingsville relationship, and Texas A&M University-Kingsville relationship along with representation of our ranching roots.

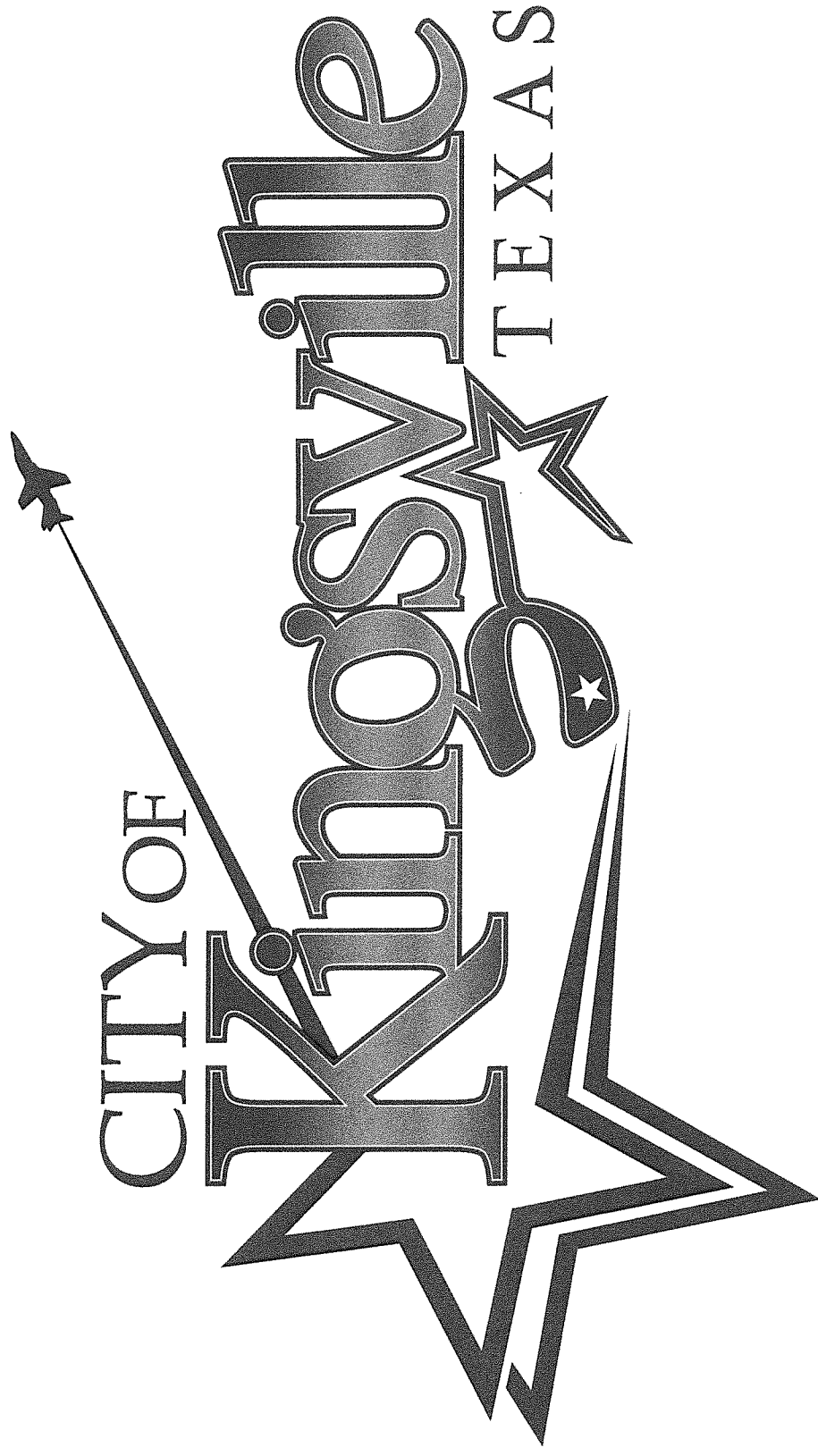
The most recently adopted logo was selected on December 15, 2014.

Staff recommends Commission select one core logo and provide feedback on any potential changes suggested for redesign. There is no additional cost for the first two redesigns. Logo redevelopment initial cost was \$3,225.











AGENDA ITEM #5

**City of Kingsville
Parks & Recreation Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Susan Ivy, Parks Director

DATE: October 29, 2021

SUBJECT: Agenda Request – Approve Renewal of Interlocal Agreement between City of Kingsville and Texas A&M Kingsville for use of L.E. Ramey Golf Course facilities by the Women's Golf Team

Summary: We are asking that City Commission approve a renewal of the Interlocal Agreement between City of Kingsville and Texas A&M Kingsville for the use of L.E. Ramey Golf Course facilities by the Women's Golf Team.

Background: In January 2017 the City of Kingsville entered into an Interlocal Agreement with Texas A&M Kingsville for the use of the L.E. Ramey Golf Course facilities by the Women's Golf Team. In July, 2019 fees were set at \$35.00 per player per month and an annual locker fee of \$180.00 each. They are required to leave 2-3 lockers available for public patrons and the locker room must be accessible by female patrons as well.

Financial Impact: No increase or decrease in financial impact is created by the revision of this agreement.

Recommendation: We ask that Commission authorize the renewal of the Interlocal Agreement between City of Kingsville and Texas A&M Kingsville for the use of L.E. Ramey Golf Course facilities by the Women's Golf Team



MASTER FEE SCHEDULE

FEES	ORDINANCE	PROPOSED
Non-Rewritable CD (CD-R)	\$1	
DVD	\$3	
JAZ Drive	Actual Cost	
Other Electronic Media	Actual Cost	
VHS Video Cassette	\$2.50	
Audio Cassette	\$1	
Oversize Paper Copy	\$0.50	
Specialty Paper	Actual Cost	
Overhead Charge	20% of Labor Costs	
Programmer Charge	\$28.50/hr.	
Standard Paper Copy	\$.10/page	
<u>L.E. RAMEY GOLF COURSE</u>		
(Ord. No. 2019-34, § 9-8-41, passed 8-12-19)		
College Student Fees: Golf course green fees for persons in the classification of a College Student (non-refundable) can receive a twenty percent (20%) discount off the Daily Green Fees.		
Daily Green Fees: Golf course green fees for persons 18 year of age or older.		
18 Holes of Play:		
Weekends and holidays	\$17.00t	
Weekdays	\$15.00t	
9 Holes of Play:		
Weekends and holidays	\$12.00t	
Weekdays	\$13.00t	
Junior Fees: Golf course green fees for persons in classification of junior (non-refundable).		
18 Holes of Play:		
Weekdays	\$8.00t	
9 Holes of Play:		
Weekdays	\$6.00t	

MASTER FEE SCHEDULE

FEES	ORDINANCE	PROPOSED
Military Fees: Golf course green fees for persons in the classification of Military (non-refundable) can receive a 20% discount of Daily Green Fees.		
Senior Fees: Golf course green fees for persons 62 years of age or older (non-refundable).		
18 Holes of Play:		
Weekdays	\$11.00t	
Annual membership fees: Annual membership entitles customer to unlimited green fees for 365 days from date of purchase (non-refundable).		
Annual individual membership rate	\$660	
Military annual membership rate	25% off annual individual membership fee	
6-month membership fees: Semi-Annual membership entitles customer to unlimited green fees for 180 days from date of purchase (non-refundable).		
6-month individual membership rate	\$360	
Monthly membership fees: Monthly membership entitles a player to unlimited green fees for 30 days from date of purchase (non-refundable).		
Monthly individual membership rate	\$65	
School team member (fee per member)	\$35	
Annual cart fee and green fee: Annual cart fee is per player and entitles player to unlimited carts for 365 days from date of purchase (non-refundable) and unlimited green fees for 365 days from date of purchase (non-refundable).		
Annual individual cart fee and green fee	\$2,500	
Cart rental fee		
18-Holes	\$11 per player	
9-Holes	\$7 per player	
Monthly locker fee: Monthly locker fee is per player and entitles player to use of a locker for 30 days from date of purchase (non-refundable).		
Monthly individual locker fee	\$30	
Individual Locker Fee - 3 Months	\$75	

MASTER FEE SCHEDULE

FEES	ORDINANCE	PROPOSED
Individual Locker Fee - 6 months	\$120	
Individual Locker Fee - 1 year	\$180	
Daily golf club rental fee: Daily golf club fee is per player and entitles player to use of a set of golf clubs (non-refundable).		
Daily golf club rental fee	\$15	
Monthly driving range membership fee: Monthly driving range membership entitles player to unlimited driving range fees for 30 days from date of purchase (non-refundable).		
Driving Range Membership Fee		
Individual Fee - 3 months	\$90	
Individual Fee - 6 months	\$120	
Individual Fee - 1 year	\$200	
Range ball bucket fee: Range ball bucket fee entitles player to the use of the bucket of balls once (non-refundable).		
Jumbo Bucket	\$15	
Large bucket (135 balls)	\$10	
Medium bucket (75 balls)	\$7	
Small bucket (35 balls)	\$5	
Miscellaneous Fees:		
Clubhouse rental deposit	\$50	
Clubhouse rental fee	\$150	
Tournament Deposit	\$100	
Snag Golf Clinic Fee	\$60	
City Employee Wellness Program Discount: Golf course green fees for persons employed by the City of Kingsville will receive a 20% discount on Daily Green Fees.		
<u>MUNICIPAL COURT FEES</u>		
Motion for Nolle Prosequi Administrative Fee (Ord. 95013, passed 6-12-95)	\$250 max	
Technology Fee (Ord. 99032, passed 10-25-99)	\$4	
<u>PARKS & RECREATION</u>	-	-
Ball Fields		

RESOLUTION #2021-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND TEXAS A&M UNIVERSITY-KINGSVILLE RELATING TO TAMUK WOMEN'S GOLF TEAM AND THE L.E. RAMEY GOLF COURSE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") and Texas A&M University-Kingsville ("TAMUK") try to work together for the benefit of our community when able to do so; and

WHEREAS, the City operates the L. E. Ramey Golf Course ("Golf Course"), which is the only public golf course in Kleberg County; and

WHEREAS, TAMUK has a women's golf team that could benefit from practice on a golf course in Kleberg County for practices and team meetings; and

WHEREAS, having the TAMUK women's golf team practice at the L.E. Ramey Golf Course could serve to promote additional rounds of play at the facility and would allow for additional practice rounds due to the close proximity of the course to the university; and

WHEREAS, the City Commission has previously approved several other Interlocal Agreement with TAMUK on various matters relating to students performing intern work, engineering design, and vet tech services for shelter animals to name a few; and

WHEREAS, the City of Kingsville and TAMUK would both benefit from the agreement and as the existing agreement has expired a new term has been updated; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of the agreement attached hereto.

NOW THEREFOR, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into an Interlocal Agreement between the City of Kingsville and Texas A&M University-Kingsville relating to TAMUK's Women's Golf Team and the L.E. Ramey Golf Course in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

III.

THAT this Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the
8th day of November, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KINGSVILLE
AND TEXAS A&M UNIVERSITY KINGSVILLE
RELATING TO
TAMUK WOMEN'S GOLF TEAM AND THE L.E. RAMEY GOLF COURSE**

WITNESSETH:

WHEREAS, City of Kingsville (City) operates the L. E. Ramey Golf Course (Golf Course), which is the only public golf course in Kleberg County; and

WHEREAS, Texas A&M University-Kingsville (TAMUK) has a women's golf team that could benefit from practice on a golf course in Kleberg County for practices and team meetings; and

WHEREAS, having the TAMUK women's golf team practice at the L.E. Ramey Golf Course could serve to promote additional rounds of play at the facility and would allow for additional practice rounds due to the close proximity of the course to the university; and

WHEREAS, the City Commission has previously approved a similar agreement as well as several other Interlocal Agreement with TAMUK relating to students performing intern work, engineering design, and vet tech services for shelter animals; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with these terms; and

NOW, THEREFORE, the City of Kingsville and Texas A&M University Kingsville, in consideration of these mutual covenants and agreements, agree as follows:

1. **PARTIES**. The parties to this Interlocal Agreement ("Agreement") are the City of Kingsville ("City"), a Texas home rule municipality, and Texas A&M University Kingsville ("TAMUK"), a member of the Texas A&M University System, a state agency, and Texas institution of higher education.

2. **PURPOSE**.

- A. TAMUK will have their Women's Golf Team practice and hold meetings at the L.E. Ramey Golf Course at mutually agreeable times.
- B. The City will provide the TAMUK Women's Golf Team the opportunity to have practices and team meetings at the L.E. Ramey Golf Course at mutually agreeable times under the University staff's supervision.

- C. Enhance the community partnership between TAMUK and the City and provide the students with a local practice and meeting area that is mutually beneficial to both parties.
- D. To cover the expense of use of lockers and use of the course properties, TAMUK will pay City the rate for such usage according to the fee scheduled adopted via ordinance by the Kingsville City Commission as amended from time to time.

3. TERM.

- A. This Agreement shall be for a term of two years from November 8, 2021 through November 23, 2023.
- B. This Agreement may be terminated at any time by any party with or without cause upon thirty (30) days advance written notice.
- C. Any notice of termination shall be sent to the other party to this interlocal agreement at the address listed in paragraph 4 of this agreement.

4. MISCELLANEOUS PROVISIONS.

A. Notice. Notice required by this Interlocal Agreement may be given or served by depositing the notice in the United States Mail, in certified or registered form, postage prepaid, addressed to the other party, or by delivering the notice in person to the other party. Notice deposited in the United States Mail in the manner prescribed in this subsection is effective upon deposit. The addresses of the parties are:

City of Kingsville, Texas
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Facsimile: (361) 595-8035
Email: citymanager@cityofkingsville.com

Texas A&M University Kingsville
Attention: Jacob W. Flournoy
Vice President for Finance & Chief Financial Officer
700 University Blvd. MSC 144
Kingsville, Texas 78363-8202
Telephone: (361) 593-2410
Email: Jacob.Flournoy@tamuk.edu

B. Effect of Waivers. No waiver by either party of any default, violation, or breach of the terms, provisions, and covenants contained in this Interlocal Agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Agreement.

C. Amendment of Interlocal Agreement. This Agreement may be amended at any time. Any amendment to this Agreement must be in writing and agreed to by the governing bodies of the parties. No officer or employee of any of the parties has authority to waive or otherwise modify the limitations in this Agreement, without the express action of the governing body of the party.

D. Not for Benefit of Third Parties. This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third parties.

E. Exercise of Police Powers. This Agreement and all activities under this Agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.

F. Immunities Not Waived. Nothing in this Agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.

G. Mutual Indemnification: To the extent allowed by the Constitution and Laws of the State of Texas, TAMUK, and City agree that each party assumes any and all risks of liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by or as the result of the negligent acts or omissions of that party and the officers, employees, and agents thereof.

H. Captions. Captions to provisions of this Interlocal Agreement are for convenience and shall not be considered in the interpretation of the provisions.

I. Fiscal Obligations. Each party which performs services or furnishes aid under this Agreement must do so with funds available from current revenues of the party.

J. Interlocal Cooperation Act Applies. The parties enter into this Interlocal Agreement under the Texas Government Code Chapter 791 (Interlocal Cooperation Act). The parties agree that activities under this Agreement are "governmental functions and services" and that the parties are a "local government" and a "state agency" as those terms are defined in this Agreement and in the Interlocal Cooperation Act.

K. Approval by Governing Bodies. Each party represents that this Agreement has been duly passed and approved by the governing body of the party as required by the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code or that proper power and authority has been delegated by the governing body.

L. Entirety of Agreement. No other oral or written commitments of the parties with respect to the veterinary technologist services may have any force or effect if not contained in this Interlocal Agreement or any amendments thereto.

M. Severability. If any provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

N. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continues in full force and effect.

O. Warranty. The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this agreement.

P. Governing Laws. This Agreement shall be governed by the laws of the State of Texas.

Q. Venue. Venue for an action arising under this Agreement is in Kleberg County, Texas.

R. Effective Date. This Agreement is effective on the date when the last party executes this agreement.

S. Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

T. Dispute Resolution: The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUK and the City of Kingsville to attempt to resolve any claim for breach of this agreement by either party that cannot be resolved in the ordinary course of business. City shall submit written notice of a claim of breach of contract under this Chapter to Director of Procurement and General Services of TAMUK, who shall examine City's claim and any counterclaim and negotiate with City in an effort to resolve the claim.

U. Conflict of Interest: By executing and/or accepting this agreement, City and each person signing on behalf of City certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS") or

TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by Texas A&M or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

V. Prohibition on Agreements with Companies Boycotting Israel: Pursuant to Chapter 2270, *Texas Government Code*, City certifies City (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. City acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

W. Certification Regarding Business with Certain Countries and Organizations: Pursuant to Subchapter F, Chapter 2252, *Texas Government Code*, City certifies City is not engaged in business with Iran, Sudan, or a foreign terrorist organization. City acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

EXECUTED by Texas A&M University – Kingsville on the _____ day of _____, 2021.

Jacob W. Flournoy
Vice President for Finance & Chief Financial Officer

ATTEST:

Name: _____
Title: _____

EXECUTED by the City of Kingsville on the _____ day of _____, 2021.

Mark McLaughlin
City Manager

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

AGENDA ITEM #6

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: October 20, 2021

SUBJECT: Request to roll end of year purchase orders for items ordered in FY 20-21 that are expected to be received in FY 21-22.

Summary:

At the end of each fiscal year, there are outstanding purchase orders that have been created and sent to vendors and due to various reasons, they remain outstanding.

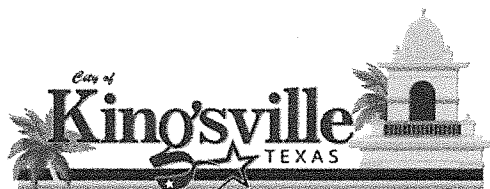
Background:

All purchase orders that remain outstanding at the end of the fiscal year, are reviewed to determine if the products are on order but have not been received or the project has been started, but not yet completed. If there are purchase orders in that state, the purchase order must be rolled, and the associated budget must be rolled to cover the expenditure. During the budget process, it is not always known if items or projects are going to be received or completed by September 30, 2021. If allowances have not been made for this expenditure in the following fiscal year budget, a budget amendment must be submitted to cover the expenditure.

Financial Impact:

Rolled purchase orders will decrease the unappropriated fund balance of the corresponding fund by the following amounts:

- General Fund 001 - \$85,787.54
- Tourism Fund 002 - \$991.00
- PD Seizure Fund 005 - \$8,474.12
- Utility Fund 051 - \$89,474.92
- Utility Fund Capital Projects Fund 054 - \$18,812.80
- Solid Waste Capital Projects Fund 087 - \$21,693.00
- Texas Parks & Wildlife Grant Fund 094 - \$6,073.56
- PD Enhancement Grant Fund 110 - \$43,311.08
- Tax Note Series 2021 Fund 115 - \$1,043,281.20



City of Kingsville
Finance Department

Failure to roll the budgets for the rolled purchase orders will require current FY 21-22 budget appropriations to cover these costs and may result in shortages in current needs. The prior fiscal year's appropriations included these amounts and dropped to fund balance at the end of FY 20-21.

Recommendation:

Staff recommends the approval of the budget amendment for the rolled purchase orders.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE FUNDING FOR THE CARRY-OVER PURCHASE ORDERS THAT WERE ORDERED OR STARTED LAST FISCAL YEAR AND WILL BE RECEIVED OR COMPLETED THIS FISCAL YEAR.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#01

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
FUND 001 General Fund					
Expenditures - 5					
1000	Commission	Professional Services	31400	\$43,000.00	
1030	City Special	Minor Equipment	21700	\$10,350.00	
1030	City Special	Professional Services	31400	\$4,000.00	
1703	Landfill	Minor Equipment	21700	\$991.00	
1801	Finance	Computers & Equip	22600	\$1,076.71	
1801	Finance	Software Maint	31410	\$2,430.03	
2102	Police Patrol	Supplies	21100	\$729.95	
2102	Police Patrol	Vehicle Maintenance	41100	\$900.00	
2102	Police Patrol	Equipment Maintenance	41400	\$240.00	
2104	Police	Professional Services	31400	\$630.00	
2106	Police	Uniforms	21200	\$460.95	
2200	Fire	Minor Equipment	21700	\$231.16	
4400	Health	Minor Equipment	21700	\$1,982.00	
4501	Park Admin	Minor Equipment	21700	\$991.00	
4503	Park Maint	Grounds & Per Fixtures	59100	\$14,690.00	
4513	Recreation	Recreational Programs	31499	\$3,084.74	
Fund 002 – Tourism					
1071	Tourism	Minor Equipment	21700	\$991.00	
Fund 005 – PD Seizure Fund					

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
2100	Police	Professional Services	31400	\$8,474.12	
Fund 051 – Utility Fund					
6002	Water Product	Professional Services	31400	\$3,657.66	
6201	Collections	Water Meters	22800	\$12,106.50	
6201	Collections	Professional Services	31400	\$1,500.00	
6201	Collections	Water Meter Parts	54200	\$10,967.44	
7001	North Plant	Chemicals	21400	\$8,575.00	
7001	North Plant	Professional Services	31400	\$9,150.00	
7001	North Plant	Utility Plant	54300	\$3,452.00	
7002	South Plant	Professional Services	31400	\$4,240.00	
7002	South Plant	Utility Plant	54300	\$27,971.32	
7003	Sewer Const	Professional Services	31400	\$5,510.00	
7003	Sewer Const	Utility Plant	54300	\$2,345.00	
Fund 054 – Utility Fund Capital Projects					
6002	Water Product	Utility Plant	72100	\$18,812.80	
Fund 087 – Solid Waste Capital Projects					
1702	Sanitation	Rollouts & Dumpsters	22000	\$21,693.00	
Fund 094 – Texas Parks & Wildlife Grant					
4503	Park Maint	Grounds & Perm Fixtures	59100	\$6,073.56	
Fund 110 – PD Enhancement Grant					
2100	Police	Minor Equipment	21700	\$41,311.08	
Fund 115 – Tax Notes Series 2021					
1702	Sanitation	Machinery & Equipment	71200	\$754,857.20	
2102	Police	Equipment Maintenance	71100	\$218,102.00	
2200	Fire	Equipment Maintenance	71100	\$70,322.00	
		Total Rollover PO's		\$1,315,899.22	

[To amend the City of Kingsville FY 21-22 Budget to appropriate funding for carry-over purchase orders which include the following:

- 01-212348 – United Rentals – Conex Storage Maintenance \$ 8,550.00
- 02-212347 – Great South Texas Corp – ProSupport \$ 3,774.12
- 03-212346 – Alltera Central-Trimble TSCS Collector & Bracket \$ 3,506.74
- 04-212339 – Tiny Inkling Com – Dance Class Mylar Mirror \$ 3,084.74
- 05-212338 – Badger Meter – 6" Meter \$ 3,452.00
- 06-212332 – Freightliner – Side Loader \$257,107.20
- 07-212330 – Eagle Carports – Carport Installation \$ 5,548.56
- 08-212321 – Galls – Flashlights \$ 729.95
- 09-212315 – Badger Meter – Meter Return Warranty \$10,967.44
- 10-212245 – SHI Government Solutions-Point of Sale Equip \$ 4,955.00
- 11-212240 – Macareno Brothers-Mural Pictures-Muni Bldg \$ 5,850.00
- 12-212239 – MIA Electric – Mural Project Lights \$ 4,500.00
- 13-212235 – Wastequip May – Trash Dumpsters \$21,693.00

• 15-212032 – Badger Meter – Water Meters	\$ 8,654.50
• 17-211971 – GT Distributors-Carrier	\$ 460.95
• 18-211938 – Civil Corp – Kenedy Park Survey	\$ 4,000.00
• 19-211923 – Kofile – Preservation Project	\$43,000.00
• 20-211865 – King Ranch Saddle Shop-Saddle repair	\$ 630.00
• 21-211775 – Badger Meter – Beacon Hosting Service	\$ 1,500.00
• 22-211774 – Coban Technologies – Body Worn Cameras	\$41,311.08
• 23-211752 – Gateway Printing – Ergo Sit-Stand Workstation	\$ 231.16
• 24-211682 – Coban Technologies – COBAN Repairs	\$ 240.00
• 25-211667 – Howden Roots – Turblex Blower Control Panel	\$25,850.00
• 26-211653 – SHI Govt Solutions – Airwatch Renewal	\$ 4,700.00
• 27-211392 – Cap Fleet Upfitters – Police Vehicles	\$ 900.00
• 28-211192 – Hubert Construction – Ground Storage	\$18,812.80
• 29-211112 – Trinity Consultants – Risk & Res Assessment	\$ 3,657.66
• 30-211037 – Joshua Lee Seahorn – TDLR Reg & Inspect	\$ 525.00
• 31-210769 – Caldwell Country Ford – Police Vehicles	\$218,102.00
• 32-107607 – Playcore – Wood Fiber for Playgrounds	\$ 6,140.00
• 33-210604 – Houston Freightliner – Garbage Trucks	\$497,750.00
• 34-210482 – CW Campbell Electric – Repairs	\$ 7,918.32
• 35-210007 – Loftin Equipment – Generator Maintenance	\$25,475.00
• 36-200013 – LNV Engineering – Permit Renewal	\$ 2,000.00
• 37-211251 – Duncanville Chevrolet – Fire Command Vehicle	\$70,322.00
Total Rollover PO's	\$1,315,899.22

Funds will come the unappropriated fund balance in the associated funds.]

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 8th day of November 2021.

PASSED AND APPROVED on this the 22nd day of November, 2021.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #7

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: October 20, 2021

SUBJECT: Budget Amendment for Emergency Repairs to Water Well #21.

Summary:

Emergency repairs were needed to Water Well #21 and the work was completed in October 2021 in FY 21-22. These repairs were not budgeted in last FY 20-21 nor this FY 21-22 as we were not certain when the repairs would be completed.

Financial Impact:

The emergency repairs of \$191,714.00 will come from the unappropriated fund balance for the Utility Fund 051.

Recommendation:

Staff recommends the approval of the budget amendment for the emergency repairs to Water Well #21.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE FUNDING FOR THE EMERGENCY REPAIRS TO WATER WELL #21.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#02

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 051 – Utility Fund					
6002	Water Prod	Utility Plant	54300	\$191,714.00	

[To amend the City of Kingsville FY 21-22 Budget to appropriate funding for the emergency repairs to Water Well #21. Work was completed in October 2021. Funding will come from the unappropriated fund balance of the Utility Fund 051.

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 8th day of November 2021.

PASSED AND APPROVED on this the 22nd day of November, 2021.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #8

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: October 21, 2021

SUBJECT: Budget Amendment to Transfer Uncommitted DEAAG Grant Funds

Summary:

This Budget Amendment request is to transfer the Uncommitted DEAAG Grant Funds back to Utility Fund in an effort to shore up the Utility Fund 051 and cover an expected fund shortage in Fund 054.

Background:

At the end of each fiscal year, assets in any Enterprise Fund are moved to Utility Fund 051 as that fund is the owner of these types of assets and the associated depreciation is recorded in Fund 051. In FY 19-20, assets in Fund 054 were not moved to Fund 051 and unintentionally remained in Fund 054. In October 2021, Finance discovered these assets were not previously moved and is taking steps to do so through the end of year process.

Fund 054

On the balance sheet for Fund 054, the assets are recorded in the asset section and the offset is recorded in the equity section of the balance sheet, which then affects fund balance. Not realizing that these assets had not been moved, the incorrect fund balance was used resulting in the Fund 054 balance being overstated since it included assets not previously moved.

The overstatement of the Fund Balance for Fund 054 requires a transfer to Fund 051. This transfer will correct the overstatement in Fund 054 and help cover the purchase order for an emergency repair in Fund 051. The emergency repair expenditure will be rolled over into the FY 21-22 budget.

Fund 051

There was an emergency repair done to water well #21 that was started in FY20-21 but not completed until FY 21-22 in the amount of \$191,714 which will be charged to Fund 051 and would take up most of the \$300,000 cushion that was budgeted in that fund. To shore up the Utility Fund due to this unbudgeted emergency repair, it is recommended that the uncommitted funds in the DEAAG Grant Fund 084 be transferred back to Fund 051 (where they originated from before going to Fund 084). That would leave enough to cover the \$500,000 committed funds for the cash match for the submitted DEAAG applications should they be approved.



City of Kingsville
Finance Department

Financial Impact:

The transfers needed for Fund 054 and Fund 051 will come from the uncommitted funds from the DEAAG Grant Fund 084.

Recommendation:

Staff recommends the approval of the budget amendment.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO TRANSFER UNCOMMITTED FUNDS IN THE DEAAG GRANT FUND BACK TO UTILITY FUND AND TO COVER SHORTAGE IN FUND 054.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#03

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 084 – DEAAG Grant					
6900	Transfer	Transfer to Fund 051	80051	\$400,000.00	
Fund 051 – Utility Fund					
0000	Transfer In	Transfer from Fund 084	75084	\$400,000.00	
6900	Transfer Out	Transfer to Fund 054	80054	\$40,478.80	
Fund 054 – Utility Fund Capital Projects					
0000	Transfer In	Transfer from Fund 051	75051	\$40,478.80	

[To amend the City of Kingsville FY 21-22 Budget to transfer the uncommitted DEAAG grant funds to the Utility Fund 054 and to cover the shortage in Fund 051. Funding will come from the uncommitted fund balance of the DEAAG Grant Fund 084.

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 8th day of November 2021.

PASSED AND APPROVED on this the 22nd day of November, 2021.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #9

City of Kingsville
Planning and Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uche Echeozo, Director

DATE: October 28, 2021

SUBJECT: Budget Amendment to facilitate the various Façade Grants being applied for within the City.

Summary: The Department of Planning and Development Services is seeking to move funds appropriately within active expenditures to enable it effectively fund the City's Façade Grant Program for this fiscal year. Consequently, they are requesting a budget amendment to facilitate this.

Background: The Planning department is tasked, amongst other things, with administering various grants that fund development projects within the City. One such program is the Façade Grants Program that is utilized to assist citizens in enhancing the appearance of their buildings. At the beginning of the fiscal year, there was no provision in the budget for Façade Grant expenditures partly because it appeared there was no activity in that area and there were no requests for the said grants. Consequently, there is \$55,380.00 left over in the Fund Balance. This amendment is requested to enable the movement of the said funds to relevant part of the Budget that would enable the funding of the Façade Grants.

Financial Impact: \$55,380.00.

Recommendation: Approve the request to enable the Façade Grants.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE FUNDING FOR FAÇADE GRANT APPLICATIONS RECEIVED.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT – BA#04

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 202 – Façade Grant					
1071	Tourism	Façade Grants	34600	\$55,380.00	

[To amend the City of Kingsville FY 21-22 Budget to appropriate funding for Façade Grant applications received. Funding will come from the uncommitted fund balance of Fund 202 for façade grants.

II.

THAT all Ordinances or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 8th day of November 2021.

PASSED AND APPROVED on this the 22nd day of November, 2021.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #10

City of Kingsville
Planning and Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uche Echeozo, Director

DATE: October 21, 2020

SUBJECT: Request for a **Façade Grant** to enable the installation of new canvas awnings for front and West side of building located at ORIGINAL TOWN, BLK 41 LOT 30-32 also known as 400 E Kleberg. The Owner is David Thibodeaux . The Contractor is South Texas Canvas.

Summary: To discuss and consider action on the request for a façade grant to enable the applicant install new canvas awnings for front and West side of building located at ORIGINAL TOWN, BLK 41 LOT 30-32 also known as 400 E Kleberg.

Background: The Façade Grant Program guidelines provide guidance to property owners, City Policymakers and City Staff concerning the use of Façade Grant Awards that will achieve a certain public purpose, namely the protection and preservation of the City's historic structures in a manner that promotes tourism and encourages economic development. Accordingly, City staff may propose, Historic Development Board may recommend, and the City Commission may approve the award of Façade program grants for certain commercial and/or mixed-use properties in furtherance to these public purposes.

The Proposal: The applicant approached the City with their request for a Façade Grant and City Staff, having reviewed the application, proposed to the Historic Development Board who approved the recommendation to City Commission to approve the grant. The Board's decision was unanimous with members – Jeri Morey, Lucia Perez and Maggie Salinas all voting 'YES'. David Thibodeaux recused himself since he was the applicant.

Financial Impact: \$4,470.00 (Total Capital Outlay = \$8,940.00).



City of Kingsville
Planning and Development Services Department

Recommendation: Approve the Façade Grant Request.



CITY of KINGSVILLE DOWNTOWN



HISTORIC DEVELOPMENT BOARD

DATE: October 14, 2021
TO: Historic Development Board
FROM: Uche Echeozo (Director of Planning)
SUBJECT: Discuss and Consider Action to approve the request for new canvas awnings for front and West side of building located at ORIGINAL TOWN, Blk 41, Lots 30-32 also known as 400 E Kleberg Avenue, Kingsville, TX 78363
APPLICANT: David Thibodeaux.
CONTRACTOR: South Texas Canvas

REQUEST

Discuss and Consider Action to approve the request for new canvas awnings for front and West side of building located at ORIGINAL TOWN, Blk 41, Lots 30-32 also known as 400 E Kleberg Avenue, Kingsville, TX 78363.

EXHIBITS

Application, 2020 Appraisal Roll, Kleberg County Appraisal District Information details, Data from Texas Historical Commission (Historic Resources Survey Form), Façade Grant application, proof of ownership, Settlement Statement (HUD-1), Sketches and email correspondence,

BACKGROUND & PERTINENT DATA

This was a 1940 two-story one-part commercial block stuccoed building on corner lot with three storefronts, vertical plank siding on the corner, modern wood-shingled hip-roof wraparound canopy on corner, metal canopy of other two storefronts, large display windows and double metal-framed glass doors located within the Historic District. The building is not considered contributing with low priority for preservation. The applicant wishes to install new canvas awnings in the front and West side of the building while participating in the City's Façade Improvements Grants Program.

STAFF REVIEW & RECOMMENDATION

Staff has reviewed the application and found same to follow the general guidelines and standards of both the Historical Development Board as well as the Secretary of the Interior. It also complies with the City of Kingsville's guidelines for Façade Improvement Grants. Consequently, Staff recommends the approval of the proposal as there would be no adverse impact to the historic, cultural, or architectural nature of the district.

BOARD REVIEW

Scope of Historical Development Board

In general, Historical Development Board considers the following factors when making a recommendation concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or part of any building, structure or appurtenance within a historic district:

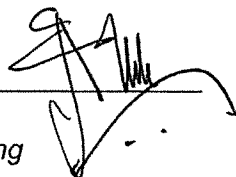
- 1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.
- 2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.
- 3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its' conformity to the general character of the particular historic area involved.
- 4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.
- 5) The value of the historic district as an area of unique interest and character shall not be impaired.

Standards of the Secretary of the Interior

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

SIGNATURES

Uche Echeozo
Director of Planning



Historical Development Board Review Application

Applicant: DAVID THIBoDeaux
Address: 3822 S. 6th St.
Contact: Cell: 512 797 9053 Home: _____
Email: LDTHIBODEAUX@aol.com

Property Owner: SFDT Landholdings LLC
Address: 3822 S. 6th
Contact: Cell: 512 797 9053 Home: _____

Property Location and Description: 400 East Kleburg
The old Coleman building

Description of Work: New Canvas Awnings for
front and west side of building

Contractor: South ^{Texas} ~~West~~ Canvas

Contact: Cell: John Mangin Home: 361 884 1876

Email: Canvas @ SouthTexasCanvas.net

Documents Required:

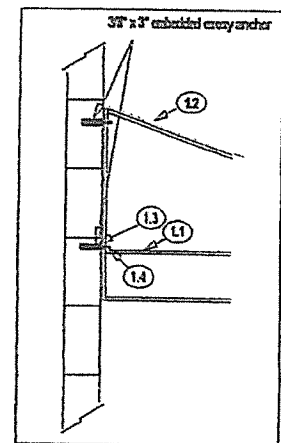
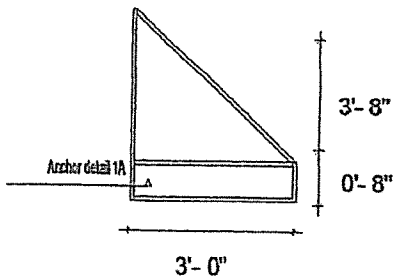
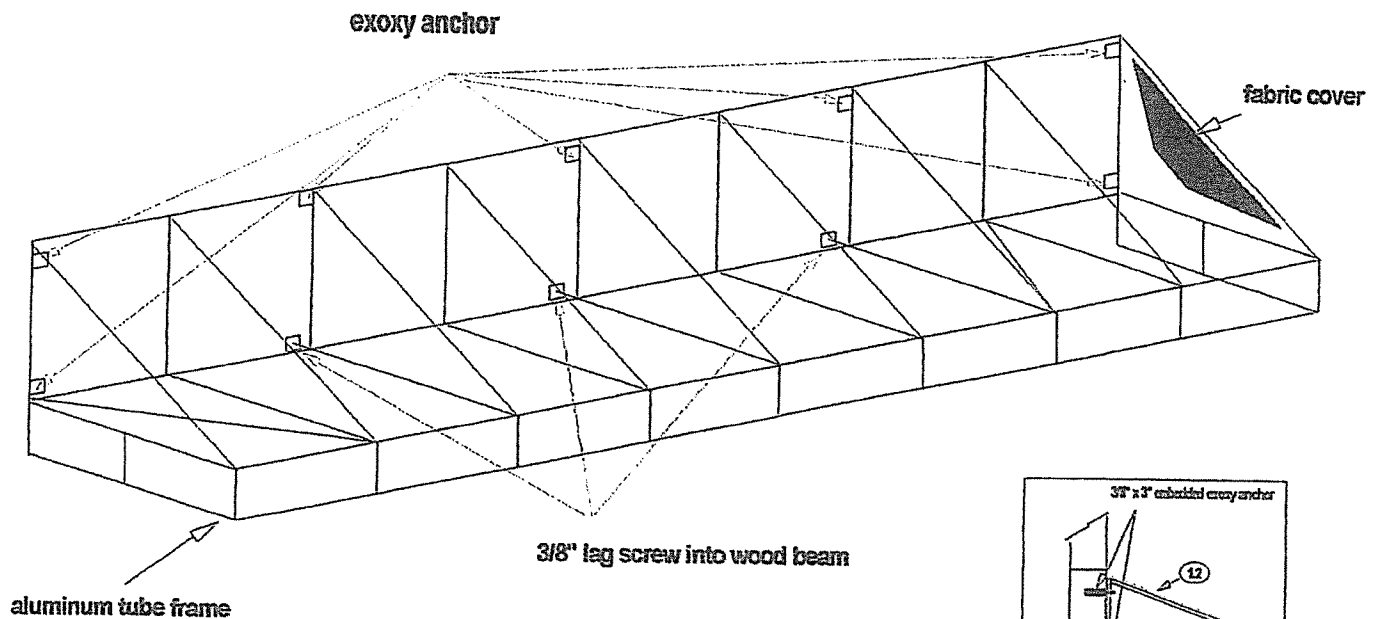
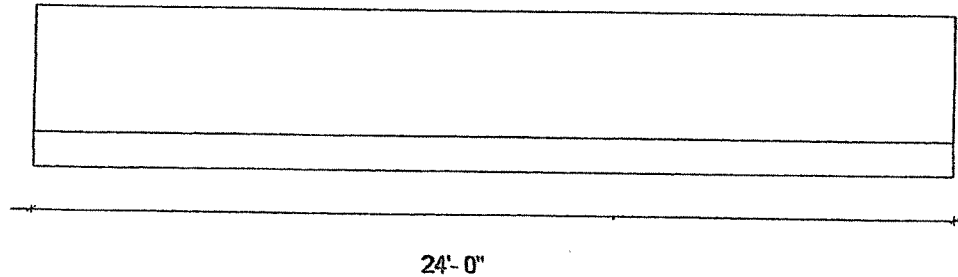
1. Sketch, Drawing, Plans, Site Plans, Mock-ups
2. Photographs (Historic, Current, Surrounding Structures)
3. Materials List or Samples
4. Proof of Ownership
5. Letter of Representation and Work Approval from Property Owner (If Applicable)

I certify that this information and the additional information submitted to the Planning Department is correct and that the work will be completed as described, as approved by the Historical Development Board and in accordance with applicable codes.

(Applicant) Print Name: DAVID THIBoDeaux

Signature: David Thibodeaux Date: 10-5-2021

David Thibodeaux
402 E. Kleberg
Kingsville, Texas



Anchor detail 1A

Materials and details:
(1.1) Aluminum tube - welded (6063 - T5 / .93)
(1.2) Fabric Cover - "Sunbrella"
(1.3) Hilti HIT-HY 200-R epoxy
(1.4) 3/8" dia. all thread anchor bolt

From: ldthibodeaux@aol.com,
To: canvas@southtexascanvas.net,
Subject: Re: [SPAM-LOW] Re: Awnings
Date: Fri, Jan 15, 2021 7:05 pm

Awnings

John,
Ok sounds good! Once I have a time frame on when painting when will be complete I will contact you again.
Thank you for your help.
David

Sent from my iPhone

On Jan 15, 2021, at 4:11 PM, john maupin <canvas@southtexascanvas.net> wrote:

David - cost for the awnings (4) is \$8,940.00. I did not include permits, engineering or tax.

John Maupin
South Texas Canvas
361-884-1876

— Original Message —

From: Leroy Thibodeaux [mailto:ldthibodeaux@aol.com]
To: <canvas@southtexascanvas.net>
Sent: Thu, 14 Jan 2021 21:59:16 -0600
Subject: [SPAM-LOW] Re: Awnings

Just checking in with you on the bid for Building. Let me know if I can answer any questions. Thank you
David

Sent from my iPhone

On Jan 6, 2021, at 7:42 AM, Leroy Thibodeaux <ldthibodeaux@aol.com> wrote:

Those look good. We would need either solid black or black and white stripe. No color
since building will be black and white
Thank you
David

Sent from my iPhone

On Jan 5, 2021, at 4:33 PM, john maupin <canvas@southtexascanvas.net>
wrote:

Leroy - working on the renderings. I have attached a few. Please provide
feedback.

John Maupin

Kleberg CAD

Property Search Results > 20997 SFDT LAND HOLDING LLC for Tax Year: 2021 Year 2021

Property

Account

Property ID: 20997 Legal Description: ORIG TOWN, BLOCK 41, LOT 30-32, (TOTES & THINGS)
Geographic ID: 100104130000192 Zoning: C3
Type: Real Agent Code:
Property Use Code:
Property Use Description:

Location

Address: 400 E KLEBERG BLK Mapsco:
Neighborhood: Map ID: C1
Neighborhood CD:

Owner

Name: SFDT LAND HOLDING LLC Owner ID: 65143
Mailing Address: 3822 S 6TH ST % Ownership: 100.000000000000%
KINGSVILLE, TX 78363

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$124,450	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$14,700	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$139,150	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$139,150	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$139,150	

Taxing Jurisdiction

Owner: SFDT LAND HOLDING LLC
% Ownership: 100.000000000000%
Total Value: \$139,150

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$139,150	\$139,150	\$0.00
CKI	CITY OF KINGSVILLE	0.840000	\$139,150	\$139,150	\$1,168.86
GKL	KLEBERG COUNTY	0.771870	\$139,150	\$139,150	\$1,074.06



A.

Settlement Statement (HUD-1)

1 <input type="checkbox"/> FHA			2 <input type="checkbox"/> RHS			3 <input type="checkbox"/> Conv. Unins.			6. File Number:			7. Loan Number:			8. Mortgage Insurance Case Number:		
4 <input type="checkbox"/> VA			5 <input type="checkbox"/> Conv. Ins.						18-07-18								
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.																	
D. Name & Address of Borrower: SFDI Land Holding, LLC 1908 West 38th Street Austin, Texas 78731									E. Name & Address of Seller: Paul A. Baca and wife Linda Gale Baca 948 Pecan St. Canyon Lake, Texas 78133						F. Name & Address of Lender:		
G. Property Location: Lots Number Thirty (30), Number Thirty-One (31), and Thirty-Two (32), Block Number Forty-One (41), ORIGINAL TOWNSITE OF KINGSVILLE, Kleberg County, Texas as shown on map or plat of record in Envelope 98, Map Records of Kleberg County, Texas. Aka 400 East Kleberg Kingsville, Texas 78363									H. Settlement Agent: S & S Abstract & Title Company Place of Settlement: 801 East Kleberg Ave, Kingsville, TX 78363 361-595-5323						I. Settlement Date: 7/30/2018		

Summary of Borrower's Transaction

199. Gross Amount Due from Borrower	
101. Contract sales price	\$70,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	\$1,016.50
104.	
105.	
Adjustment for items paid by seller in advance	
106.	
107.	
108.	
109.	
110.	
111.	
112.	
120. Gross Amount Due from Borrower	\$71,016.50
200. Amount Paid by or in Behalf of Borrower	
201. Deposit Earnest money	
202. Principal amount of new loan(s)	
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes to	
211. County taxes 1/1/2018 to 7/30/2018	\$1,637.36
212. Per Day \$7.76 to 211 Days	
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	\$1,637.36
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	\$71,016.50
302. Less amounts paid by/for borrower (line 220)	\$1,637.36
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	\$69,379.14

Summary of Seller's Transaction

400. Gross Amount Due to Seller	
401. Contract sales price	\$70,000.00
402. Personal property	
403.	
404.	
405.	
Adjustment for items paid by seller in advance	
406. City/town taxes to	
407. County taxes to	
408. Assessments to	
409.	
410.	
411.	
412.	
420. Gross Amount Due to Seller	\$70,000.00
500. Reductions in Amount Due to seller	
501. Deposit	
502. Settlement charges to seller (line 1400)	\$300.00
503. Existing loan	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes to	
511. County taxes 1/1/2018 to 7/30/2018	\$1,637.36
512. Per Day \$7.76 211 Days	
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	\$1,937.36
600. Cash at Settlement to/from Seller	
601. Gross amount due to seller (line 420)	\$70,000.00
602. Less reductions in amounts due seller (line 520)	\$1,937.36
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller	\$68,062.64

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

Section 1 - Settlement Statement			
700. STATED Real Estate Broker Fees			
Division of commission (line 700) as follows:		Paid From	Paid From
700	to	Borrower's	Seller's
701	to	Funds at	Funds at
702	to	Settlement	Settlement
703	to		
704	Commission paid at settlement		
800. Items Payable in Connection with Loan			
801	Our origination charge		
802	Your credit or charge (points) for the specific interest rate chosen		
803	Your adjusted origination charges To		
804	To		
805	Credit report to		
806	Flood Determination Fee		
807	To		
808	Attorneys Fee To		
809	To		
810	WD To Michael J. Shelly	\$100.00	
811			
900. Items Received by Lender to be Paid in Advance			
901	Daily interest charges from To @ \$ /day		
902	1 year		
903	Hazard To		
904	To		
1000. Fees or Charges Related to Escrow			
1001	Initial deposit for your escrow account		
1002	Homeowner's insurance months @ \$ per month \$		
1003	Mortgage insurance months @ \$ per month \$		
1004	Property Taxes months @ \$ per month \$		
1005	months @ \$ per month \$		
1006	months @ \$ per month \$		
1007	Aggregate Adjustment \$		
1100. Title Charges			
1101	Title services and lender's title insurance		
1102	Settlement or closing fee To S&S Abstract & Title Co.	\$200.00	\$200.00
1103	Owner's title insurance To S&S Abstract and Title Co.	\$664.00	
1104	Lender's title insurance To		
1105	Lender's title policy limit \$ To		
1106	Owner's title policy limit \$ 70,000.00		
1107	Agent's portion of the total title insurance premium to \$ \$584.40		
1108	Underwriter's portion of the total title insurance premium to WFG \$ \$59.60		
1109			
1110	Guaranty Fee To State Of Texas	\$4.50	
1111	Kleberg County Tax certificate To Kleberg County Tax Dept.	\$10.00	
1112	\$		
1200. Government Recording and Deed Charges			
1201	Government recording charges		
1202	Deed \$ 38.00 Mortgage \$ Release	\$38.00	
1203	Transfer taxes		
1204	City/County taxstamps Deed \$ Mortgage \$		
1205	State taxstamps Deed \$ Mortgage \$		
1206			
1300. Additional Settlement Charges			
1301	Required services that you can shop for		
1302	To		
1303	To		
1304	Release To S&S Abstract and Title Co.		\$100.00
1305			
1306			
1307			
1308			
1400. Total Government Charges (includes lines 1109, 1201, 1202, 1204, 1205, 1304)		\$1,016.50	\$300.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

SELLER'S AND/OR PURCHASER'S/BORROWER'S STATEMENT

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

The Seller's and Purchaser's/Borrower's signatures hereon acknowledge their approval and signify they understand that tax and insurance prorations and reserves are based on figures for the preceding year or supplied by others or estimated from the current year, and in the event of any change for the current year, all necessary adjustments will be made between Purchaser/Borrower and Seller directly. Any deficit in delinquent taxes or mortgage payoffs will be promptly reimbursed to the Settlement Agent by the Seller.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown above and approved same for payment.

Borrowers/Purchasers

5702 Land Holdings 7-27-18
Date

Leroy David Thibodeaux 7-27-18
Date

Steven Flores 7-27-18
Date

Date

Date

Sellers

Paul A. Baca 7/28/18
Date

Uinda Gale Baca 7/28/18
Date

Date

Date

Date

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent: Victor S. Saenz Date: 7-27-18
Victor S. Saenz

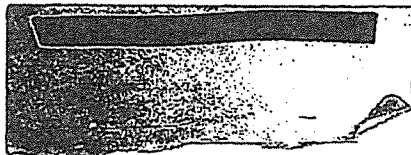
WARNING: IT IS A CRIME TO KNOWINGLY MAKE FALSE STATEMENTS TO THE UNITED STATES ON THIS OR ANY OTHER SIMILAR FORM. PENALTIES UPON CONVICTION CAN INCLUDE A FINE OR IMPRISONMENT. FOR DETAILS SEE: TITLE 18 U.S. CODE SECTION 1001 AND SECTION 1010.

SELLER'S TAX INFORMATION

Seller's Certification of Taxpayer Identification Number (Substitute W-9)

You are required by law to provide the Settlement Agent (See Block H) with your correct taxpayer identification number. If you do not provide your Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.



TIN: _____

Signed: Paul A. Baca

Signed: _____

Signed: _____

Signed: _____

PROCEEDS FROM REAL ESTATE TRANSACTIONS (SUBSTITUTE IRS FORM 1099-S)

The information contained below and in Blocks E, G, H and I is important and is being supplied to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the item is required to be reported and the IRS determines that it has not been reported. If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6562 and/or Schedule E (Form 1040).

GROSS PROCEEDS: \$ _____

BOX 5 Buyer's part of real estate tax \$ _____

☐ Check here if the Seller received or will receive property or services as part of the consideration.

PROCEEDS ALLOCATION FOR MULTIPLE SELLERS

When more than one seller is involved in the transfer of property, they may elect to allocate the Gross Proceeds between the named parties for the purpose of reporting such amounts to the Internal Revenue Service. This DOES NOT apply to a husband-wife relationship.

315429

#18-07-18SS

**WARRANTY DEED
WITH MINERAL RESERVATION**

Notice of confidential rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

DATE: July 27, 2018
GRANTOR: PAUL A. BACA and wife, LINDA GALE BACA
GRANTOR'S ADDRESS: 948 Pecan St., Canyon Lake, TX 78133
GRANTEE: SFDT LAND HOLDING, LLC, a Texas limited liability company
GRANTEE'S ADDRESS: 1908 West 38th Street, Austin, TX 78731
CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration (cash).
PROPERTY:

Lots Number Thirty (30), Number Thirty-One (31), and Thirty-Two (32), Block Number Forty-One (41), ORIGINAL TOWNSITE OF KINGSVILLE, Kleberg County, Texas as shown on map or plat of record in Envelope 96, Map Records of Kleberg County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements, rights-of-way, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and encroachments or overlapping of improvements; taxes for the current year, the payment of which Grantee assumes, zoning laws, regulations and ordinances of municipal and other governmental authority, if any, affecting the property.

MINERAL RESERVATION:

Grantor reserves for Grantor, their heirs, and assigns, out of this conveyance all of Grantor's interest now owned or hereafter acquired in and to all the oil, gas and other minerals lying in, under and that may be produced from the Property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Paul A. Baca
PAUL A. BACA

Linda Gale Baca
LINDA GALE BACA

ACCEPTED AND AGREED TO BY
GRANTEE:

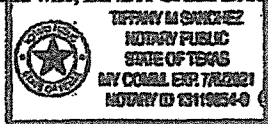
SFDT LAND HOLDING, LLC

By: LeRoy David Thibodeaux
Name: LeRoy David Thibodeaux
Title: Member

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Cornal

This instrument was acknowledged before me on the 27 day of July, 2018, by PAUL
A. BACA Linda Gale Baca

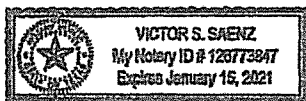


Tiffany M. Sanchez
NOTARY PUBLIC, STATE OF TEXAS

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF Kleberg

This instrument was acknowledged before me on the 27 day of July, 2018, by
LeRoy David Thibodeaux, Member of SFDT LAND HOLDING,
LLC, a Texas limited liability company, on behalf of said company.



Victor S. Saenz
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:
Michael J. Shelly, P.C.
Attorney at Law
5102 Holly Rd., Suite A
Corpus Christi, Texas 78411

AFTER RECORDING RETURN TO:
S & S Abstract & Title Co.
801 E. Kleberg
Kingsville, Texas 78363

FILE# **315429**

FILED FOR RECORD

2018 JUL 31 PM 1:59

ST. MARIE G. GARZA
COUNTY CLERK, KLEBERG COUNTY
BY *[Signature]*
CLERK

STATE OF TEXAS, COUNTY OF KLEBERG, I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS.

AUG 02 2018

DELIVERY DATE

[Signature]

STEPHANIE G. GARZA
COUNTY CLERK, KLEBERG COUNTY



ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE INVALID AND ENFORCEABLE UNDER FEDERAL LAW.

RETURN TO:

S & S ABSTRACT & TITLE COMPANY

801 EAST KLEBERG

KINGSVILLE, TEXAS 78363

RECORDER'S MEMORANDUM:

ALL OR PART OF A SOCIAL SECURITY NUMBER, IF CONTAINED IN THIS DOCUMENT, MAY HAVE BEEN REDACTED. TEX. GOV'T CODE SEC. 552.147(B) THE COUNTY CLERK MAY REACT A LIVING PERSON'S SOCIAL SECURITY NUMBER FROM ANY OR ALL DOCUMENTS CONTAINED FOR DISCLOSURE IN KLEBERG COUNTY.

FAÇADE GRANT PROGRAM GUIDELINES

HISTORIC PRESERVATION AS A TOURISM AND ECONOMIC DEVELOPMENT TOOL FOR KINGSVILLE'S HISTORIC DOWNTOWN

FAÇADE GRANT PROGRAM CREATED

Thirty years ago, the City of Kingsville created a Historic District and a Historical Development Board to protect historic resources within the district. In an effort to assist the Historic Development Board with this task consistent with the City Commission goals for historic preservation, tourism and economic development, the City Commission hereby designates and approves a Façade Grant Program, funded, in part or in whole, from Hotel/Motel Tax revenues.

PUBLIC PURPOSE

The Façade Grant Program Guidelines provide guidance to property owners, City policymakers and City staff concerning the use of Façade Grant awards that will achieve a certain public purpose, namely, the protection and preservation of the City's historic structures in a manner that promotes tourism and encourages economic development. Accordingly, City staff may propose, Historic Development Board may recommend and the City Commission may approve the award of Façade Program grants for certain commercial and/or mixed use properties in furtherance of these public purposes.

ELIGIBLE PARTICIPANTS/APPLICANTS

Grant awards will be considered for property owners who repair, improve, replace and/or rehabilitate certain building facades or other exterior features. Façade grants will also be considered for property owners who mitigate certain deleterious building conditions, internal or external, structural or non-structural, functional or aesthetic, that threaten the structure's existence, prevent its highest and best use, or otherwise limits its full economic utility.

To be considered eligible, a participant/applicant must be in good legal and financial standing with Federal, State, and Local governments and taxing jurisdictions. The participant/applicant must either have appropriate ownership and control of the property or be leasing the property for business purposes in which case the participant/applicant must be acting with the full knowledge and consent of the property owner. If leasing, the participant/applicant must 1) have written approval for participation in the program from the property owner, 2) have at least two years remaining on the lease and 3) be in good legal and financial standing with the property owner. The participant/applicant must not have any major actual or pending criminal claims or bankruptcy filings. The City shall seek approval from the applicant and the applicant shall provide any and all information that the City deems necessary to assist it in consideration of the Façade Grant Project including, but no limited to, obtaining releases from the applicant for criminal, background, credit and other histories.

Property owners shall not assume they will qualify for Façade Grant Program award until such time as the City Commission has given its final approval of the grant and then only when the applicant meets all Façade Grant criteria including passing all City inspections.

ELIGIBLE PROPERTIES

Eligible properties include properties in the Historic Downtown District that are on the National Register of Historic Places, recorded as a Texas Historic Landmark, or designated as a Kingsville Historic Landmark, a historically significant contributing Property within the Historic District or as otherwise recommended by the Historic Preservation Officer, and/or Historical Development Board or at the City Commission's sole discretion.

ELIGIBLE PROJECTS

Project eligibility considerations can include, but are not necessarily limited to: The historical significance of the building, its potential contribution to the achievement of Commission goals for historic preservation, tourism, development, downtown revitalization and economic development perceived risk vs. reward of the project, property owner resources, funding availability, impact on the immediately surrounding properties and on the Historic District generally.

Façade program grants offered to one property owner shall not obligate the City to make awards to other property owners having similar or dissimilar projects and/or properties. Each façade grant application is reviewed, considered and funded on a case-by-case basis based on merit subject to available funding.

Buildings that are officially designated as historically significant by local, state or federal entities may or may not be given preference. Restoration of storefronts to their historic appearance may or may not be given preference. Restoration work that is not in conformity with local restoration guidelines will be denied access to the façade grant program, unless an exception is made by the City Commission prior to the start of façade improvements.

ELIGIBLE EXPENDITURES (mostly or exclusively exterior)

Eligible project expenditures include, but are not necessarily limited to the following:

- Architectural and engineering fees related to eligible expenses
- Awnings or canopies in character with the building and streetscape
- Cleaning (major)
- Compatible new construction
- Door/window replacement
- Electrical and/or plumbing (major)
- Exterior murals
- Fire escapes
- Foundations
- Gutters
- Landscape and hardscape features
- Lighting that is visually appealing and appropriately illuminates signage, storefront
- Paint
- Preserving or restoring of historical architectural elements
- Recessing or reconfiguring entrances
- Rehabilitation of contributing structures
- Removal/replacement of incompatible exterior finishes or materials

- Removal of false facades and other inappropriate additions
- Restoration of historic signs or ghost signs
- Roofing
- Signs (new, repairs, replacements, removal)
- Other (as determined on a case-by-case basis)

INELIGIBLE EXPENDITURES (mostly or exclusively interior)

- Appliances
- Capital equipment purchases
- Cleaning (minor)
- Decorative treatments
- Electrical and or plumbing (minor or incidental)
- Escalators and/or elevators
- Furniture
- Government fees
- HVAC systems
- Incompatible new construction
- Legal, financing, leasing, rental and other administrative and financing expenses
- Maintenance activities
- Owner and/or tenant labor
- Paint, floor, wall, window or ceiling treatments
- Repair tools and equipment
- Security systems
- Sprinkler or fire suppression systems
- Taxes
- Wall construction and partitions
- Other (as determined on a case-by-case basis)

RULES AND PROCEDURES

The Façade Grant Project

The Façade Grant Project must be described accurately and explained fully so as to provide a reasonably informed person with the obvious limits and scope of the Project. Items excluded from mention will be considered ineligible for reimbursement under the façade grant program unless otherwise approved by City Commission. The burden for justifying the façade grant shall be borne by the applicant.

Façade Grants will be awarded on a first-come-first-serve basis until funds are depleted annually.

Façade Grant Projects must be completed within six months from date of grant approval. Any grant reimbursement funds not released on the project during this six-month period will be forfeited.

Applicants must agree to maintain the subject building in good repair for five years from the completion of the Façade Grant Project. Applicants must agree not to change or alter property improvements funded through the Façade Grant for a minimum period of three years from the date of the final reimbursement check.

At least three years must have elapsed before the property owner who was the recipient of a Façade Grant can apply for participation in the Façade Grant Program for the same property.

No Façade Grant will be awarded for work done prior to grant application approval by the City Commission.

Façade Grant Amount

Façade grants are intended to be a 50-50 reimbursement match with the City matching the participants/applicants invested dollars in the Façade Grant Program on a dollar-for-dollar basis up to an amount generally not to exceed \$20,000 per property subject to the availability of budgeted funds, unless otherwise approved by City Commission.

In-kind contributions on the part of the participant/applicant to the Façade Grant Project cannot be used as matching funds.

Business owners applying for a Façade Grant for signage and/or certain façade improvements in the amount of \$5,000 or less, may have their match requirement reduced to as little as 10% at the discretion of the City Commission. To qualify, the signage and/or façade improvements must be designed to increase foot traffic to the store. All other Façade Grant Program requirements apply.

Certain façade grants may be considered for amounts up to \$50,000 subject to the availability of budgeted funds. For façade grants of this amount to be considered, the related expenditures would need to serve as a revitalization anchor project that significantly accelerates private investment in the Downtown Historic District or is so significant and meaningful from an historic perspective that it would justify on its own merits this level of public expenditure. Such façade grants may require a deed restriction or grant of easement be placed on the property.

Façade Grant Disbursements

Façade grant disbursement are intended to occur in a single payment on a reimbursement basis in amounts not to exceed the total of the Façade Grant Award following the performance of the work by the City's Historic Preservation Officer and Building Official or their respective designees. The project must be completed and approved by city staff and all other grant requirements and paperwork properly submitted before any grant reimbursement funding will be disbursed.

Project Building Plans and Inspections

After application and approval by the Commission, award payments are contingent upon the property owner providing required plans, obtaining all necessary permits, passing all required inspections and compliance with all other customary administrative rules and procedures. Projects must pass building inspection, along with all other requirements, before the City can disburse funds for the project.

PROJECT RECOMMENDATIONS FROM THE CITY'S HISTORIC PRESERVATION OFFICER AND HISTORICAL DEVELOPMENT BOARD

The City's Historic Preservation Officer and Historical Development Board have the right to review, question and make recommendations with respect to Façade Grant Program Guidelines and Façade Grant Program Application.

DEED RESTRICTIONS AND/OR GRANT OF EASEMENT

For certain Façade Grant Program projects it may be deemed necessary for the City to obtain a deed restriction or grant of easement to protect the City's investment in the project. The terms and duration of any deed restrictions or easements are to be negotiated prior to approval of a Façade Grant by the Commission.

RESOLUTION #2021-_____

A RESOLUTION APPROVING AN APPLICATION AND AGREEMENT FOR THE HISTORIC DISTRICT FAÇADE GRANT PROGRAM FROM DAVID THIBODEAUX FOR PROPERTY LOCATED AT 400 E. KLEBERG AVENUE, KINGSVILLE, TEXAS.

WHEREAS, the City Commission recognized a need exists for economic development, historic restoration & preservation, and tourism promotion in the historic district of the city, especially in the downtown area, and approved Historic District Façade Grant Program Guidelines in an effort to enhance meeting these objectives;

WHEREAS, the City received an Application and an Agreement for a Historic District Façade Improvement Grant from David Thibodeaux for front and west side awnings at his building located at 400 East Kleberg Avenue, (also known as Original Town, Block 41, Lot 30-32), Kingsville, Texas, in the downtown area and in the historic district;

WHEREAS, the application has a projected amount for the above stated repairs/replacement of about \$8,940;

WHEREAS, the Façade Grant Guidelines provide for the applicant to pay for all the repairs and seek up to a 50% reimbursement of dollars expended in an amount not to exceed \$20,000 subject to availability of budgeted funds;

WHEREAS, half of the estimated project cost equals \$4,470 so the maximum amount allowed for reimbursement would be half of actual allowed expenses not to exceed \$4,470;

WHEREAS, accordingly, the City would reimburse up to 50% of the out-of-pocket expenses for work performed and paid for by the applicant for awning project at the building, not to exceed \$4,470;

WHEREAS, staff reviewed the application and recommends the City Commission approve the façade grant for the awning project at 400 East Kleberg Avenue, (also known as Original Town, Block 41, Lot 30-32), Kingsville, Texas;

WHEREAS, the City believes improvements to property in the city increase assessed values thereby expanding the tax base and stimulate historic preservation & renovation, which enhance tourism and increases economic activity; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE:

I.

THAT the Historic District Façade Grant Application and Agreement for David Thibodeaux for his building located at 400 East Kleberg Avenue, (also known as Original Town, Block 41, Lot 30-32), Kingsville, Texas in the downtown area and in the historic district for front and west side awnings be approved with a maximum of 50% reimbursement of eligible out-of-pocket expenses as per the attached said half estimated to be \$4,470; and, the City shall provide as a grant reimbursement up to 50% (up to \$4,470) of the out-of-pocket expenses for work performed and paid for by the applicant for repairs/replacement of the awning at the building so long as all of the terms and conditions of the Historic District Façade Improvement Grant guidelines are met as stated above.

II.

THAT this Resolution shall be and become effective on or after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 8th day of November, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

APPLICATION

Project Title: The Kate Building Date Prepared: 8.30.21

Owner: SFDT Landholdings LLC Phone #: 512 797 9053

Email Address: LDTHiBoDeaux@ Individual Corporation Nonprofit Other
apl.com (Circle)

Address: 3822 S. 6th St.

Contact (if different): DAVID THiBoDeaux Phone #: 512 797 9053

Email Address: _____ Individual Corporation Nonprofit Other
(Circle)

Address: _____

Project Location / Address: 400 East Kleburg

Legal Description: orig. Town Block 41, Lot 30.32

Parcel Number: _____ Zoning Commercial

National Register; Texas Landmark; Kingsville Historic Landmark; Contributing Property; Other
(Circle)

Comment NONE

Proposed Use: ~~Replace building~~ new Awnings
Scope of Work: New Canvas Awnings for front
and side of Building

Schedule: Complete by Nov. 2021
Contractor(s) South Texas Canvas

Violation history: _____

Attach documents that support:

- Legal Description of property, proof of ownership, and other proof of eligibility for grant
- Plans for the façade grant eligible project
- Photographs
- Statements of costs, budget, pro forma and other descriptions of expenses
- Construction schedule
- Authorization for access by City staff and other officials
- Statement of proposed use and timetable for occupancy of property
- Proof of absence of delinquent taxes, fines, fees, liens, claims, etc.
- Additional information when requested

Project Amount \$ 8940.00

Requested grant amount \$ 4,470.00

Applicant signature Daniel Dribordant

Office Use:

Date Received _____ Acknowledged by _____

Meeting Date(s) _____

Staff and/or Board and/or Commission actions _____

Notice Date(s) _____

Comment _____

AGREEMENT

I have read the guidelines and the application for the City of Kingsville Historic District Facade Improvement Grant Program and have met with City staff and I fully understand the terms and conditions that affect the eligibility and possible awards under that program.

I intend to use any grant awarded to me under that program for the project(s) described in the attached application which I believe meet the intended purposes and limitations of the subject program.

I understand that I, as owner of the property, must meet the standards enumerated, that the project must meet guidelines, that the grant must be approved at the sole discretion of the City of Kingsville, that awards are subject to availability of funds and are further subject to inspections by the Historic Preservation Officer and the City Building Official or their designees.

I understand that disbursements are generally made as reimbursements and are made subject to the rules contained in the program guidelines.

I further understand that certain projects may require deed restrictions and/or a grant of easement, as negotiated in advance.

Address/ Description of Property 400 East Kleberg

Building Owner Name DAVID THIBODEAUX

Business Owner Address 3822 S. 6th St. Kingsville TX 78363

Signature(s) Daniel Thibodeaux

Date 8-30-21

For the City _____

Signature _____ Date _____

AGENDA ITEM #11

City of Kingsville
Planning and Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uche Echeozo, Director

DATE: October 21, 2020

SUBJECT: Request for a **Façade Grant** to enable the Improvement of Downtown appearance by removing old concrete slab, planting grass and installing sprinkler system at ORIGINAL TOWN, BLK 51 LOT 1-3 also known as 301 E Kleberg. The Owner is Luis Fuentes Jr. The Contractors are South Texas Demolition and Frick Irrigation Solutions.

Summary: To discuss and consider action on the request for a façade grant to enable the applicant improve the appearance of Downtown by removing old concrete slab, planting grass and installing sprinkler system at ORIGINAL TOWN, BLK 51 LOTS 1-3 also known as 301 E Kleberg.

Background: The Façade Grant Program guidelines provide guidance to property owners, City Policymakers and City Staff concerning the use of Façade Grant Awards that will achieve a certain public purpose, namely the protection and preservation of the City's historic structures in a manner that promotes tourism and encourages economic development. Accordingly, City staff may propose, Historic Development Board may recommend, and the City Commission may approve the award of Façade program grants for certain commercial and/or mixed-use properties in furtherance to these public purposes.

The Proposal: The applicant approached the City with their request for a Façade Grant and City Staff, having reviewed the application, proposed to the Historic Development Board who approved the recommendation to City Commission to approve the grant. The Board's



City of Kingsville
Planning and Development Services Department

decision was unanimous with members – Jeri Morey, David Thibodeaux, Lucia Perez and Maggie Salinas all voting 'YES'.

Financial Impact: \$11,395.19 (Total Capital Outlay = \$22,790.38).

Recommendation: Approve the Façade Grant Request.



CITY of KINGSVILLE DOWNTOWN



HISTORIC DEVELOPMENT BOARD

DATE: October 4, 2021
TO: Historic Development Board
FROM: Uche Echeozo (Director of Planning)
SUBJECT: Discuss and Consider Action to improve the appearance of Downtown by removing old concrete slab, planting grass and install sprinkler system on ORIGINAL TOWN, Blk 51, Lots 1-3 also known as 301 E Kleberg Avenue, Kingsville, TX 78363
APPLICANT: Luis Fuentes Jr..
CONTRACTOR: TBD

REQUEST

Discuss and Consider Action to improve the appearance of Downtown by removing old concrete slab, planting grass and install sprinkler system on ORIGINAL TOWN, Blk 51, Lots 1-3 also known as 301 E Kleberg Avenue, Kingsville, TX 78363.

EXHIBITS

Application, 2020 Appraisal Roll, Kleberg County Appraisal District Information details, Data from Texas Historical Commission (Historic Resources Survey Form), South Plains Demolition Quotation, Kleberg Notice of Appraisal Value, Façade Grant Application and Photos.

BACKGROUND & PERTINENT DATA

This was a 1912 one-story one-part commercial block building encompassing three historic building footprints located within the Historic District. The building however, got burnt down and the lot is consequently vacant with the concrete slab still in existence and fragmented.

STAFF REVIEW & RECOMMENDATION

Staff has reviewed the application and found same to be in conformity with sustainable development which forms the new ethos of the emerging Comprehensive Plan. The development seeks to break the monotony of concrete and masonry with the introduction of some green space that seeks to improve upon the vista in Downtown. Consequently, Staff recommends the approval of the proposal as there would be no adverse impact to the historic, cultural, or architectural nature of the district.

BOARD REVIEW

Scope of Historical Development Board

In general, Historical Development Board considers the following factors when making a recommendation concerning the issuing of a permit for the construction, reconstruction, alteration, restoration, relocation, demolition or razing of all or part of any building, structure or appurtenance within a historic district:

- 1) The effect of the proposed change upon the general historic, cultural and architectural nature of the district.

- 2) The appropriateness of exterior architectural features which can be seen from a public street, alley, road, highway or walkway.
- 3) The general design, arrangement, texture, material and color of the building, structure or appurtenances and the relation of such factors to similar features of buildings, structures or appurtenances in the district. The criterion shall not be the aesthetic appeal to the Board of the structure or the proposed remodeling, but rather its' conformity to the general character of the particular historic area involved.
- 4) Signs which are out of keeping with the character of the historic district in question shall not be permitted.
- 5) The value of the historic district as an area of unique interest and character shall not be impaired.

Standards of the Secretary of the Interior

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

SIGNATURES

Uche Echeozo
Director of Planning



Historical Development Board Review Application

Applicant: LUIS FUENTES, JR. d/b/a LRE PROPERTIES
Address: 700 E. CORRAL AVE., KINGSVILLE, TX 78363
Contact: Cell: 361-228-6555 Home: office 361-592-3121
Email: FUENTES REALTY@YAHOO.COM

Property Owner: LRE PROPERTIES, LLC
Address: 700 E. CORRAL AVE. KINGSVILLE, TX 78363
Contact: Cell: 361-228-6555 Home: office 361-592-3121
Property Location and Description: VACANT LOT
301 E. KLEBERG AVE. (KLEBERG & 7th St)
Description of Work: IMPROVE APPEARANCE OF DOWN TOWN
By REMOVING OLD CONCRETE SLAB, FILL SPACE
WITH GOOD TOP SOIL LEVEL TO SIDEWALK, PLANT GRASS.
INSTALL SPRINKLE SYSTEM
Contractor: JOE GARCIA - SOUTH PLAINS DEMOLITION.
Contact: Cell: 361-355-2860 Home: _____
Email: _____

Documents Required:

1. Sketch, Drawing, Plans, Site Plans, Mock-ups
2. Photographs (Historic, Current, Surrounding Structures)
3. Materials List or Samples
4. Proof of Ownership
5. Letter of Representation and Work Approval from Property Owner (If Applicable)

I certify that this information and the additional information submitted to the Planning Department is correct and that the work will be completed as described, as approved by the Historical Development Board and in accordance with applicable codes.

(Applicant) Print Name: LRE PROPERTIES, LLC
Signature: *Luis Fuentes* Date: 10-6-21
PRESIDENT

South Plains Demolition

920 E. Yoakum

Kingsville, Tx, 78363

Joe Garcia Cell - 361-355-2860

8/21/21 Luis Fuentes

Refrence Bld. Foundation at apt Kleberg
300 E. Kleberg South east corner

Remove Foundation AND Haul off
Bring Back Top Soil AND Spread It.
Leave it AT Existing Elevations

Foundation	\$ 8,500.00
Dirt & leveling	\$ 4,000.00
Total	\$ 12,500.00

Thanks
Joe Garcia

Q U O T A T I O N

PAGE: 1

AC LAWN & GARDEN SERVICES
PO Box 143
KINGSVILLE, TX 78364 U.S.A
Phone #: (361)592-2261
Fax #: (361)592-1939

PHONE #: (361)592-3121
CELL #: (361)228-6555
ALT. #: (361)228-6555 Ext: MOB
P.O.#:
TERMS: Net 30 EOM
SALES TYPE: Quote
DATE: 9/1/2021
ORDER #: 1171718
CUSTOMER #: 5516
CP: Mike
LOCATION: 1
STATUS: Active

BILL TO 5516

Fuentes Realty
1400 East Corral
Kingsville, TX 78363 U.S.A.

SHIP TO

Fuentes Realty
1400 East Corral
Kingsville, TX 78363 U.S.A.

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
BWI	FSPAN25	PANAMA BERMUDA 25 LB	1	\$268.25	\$268.25	\$268.25

Prices reflected on this quote are valid for 30 days.

SUBTOTAL:	\$268.25
TAX:	\$22.13
ORDER TOTAL:	\$290.38

LABOR TO PLANT SEED,
PREPARE SOIL & WATER

200.
#496.38

Authorized By: _____

This is NOT a Tax
Statement

2020 Notice of Appraised Value

Do Not Pay From
This Notice

KLEBERG COUNTY APPRAISAL DISTRICT
502 E. KLEBERG
P. O. BOX 1027
KINGSVILLE, TX 78364-1027
Phone: 361-595-5775 Fax: 361-595-7984

DATE OF NOTICE: June 12, 2020

Property ID: 19864
Ownership %: 100.00
GEO ID: 100105101000192
Legal: ORIG TOWN, BLOCK 51, LOT 1-3, (VACANT LAND)
Legal Acres:
Situs: 301 E KLEBERG AVE TX
Owner ID: 58707

3628 1 AV 0.309*****AUTO**5-DIGIT 70363 SDGS 2 FT 12
Property ID: 19864 - 100105101000192
LRE PROPERTIES LLC
700 E CORRAL AVE
KINGSVILLE TX 78363-3974

Before protesting value, please consider
speaking to one of the appraisers in an
informal meeting by phone M-W-F 9 am - 4 pm.

Dear Property Owner,

We have appraised the property listed above for the tax year 2020. As of January 1, our appraisal is outlined below.

Appraisal Information				Last Year - 2019			Proposed - 2020	
Market Value of Improvements (Structures / Buildings, etc.)				2,910			3,050	
Market Value of Non Ag/Timber Land				10,500			10,500	
Market Value of Ag/Timber Land				0			0	
Market Value of Personal Property/Minerals				0			0	
Total Market Value				13,410			13,550	
Productivity Value of Ag/Timber Land				0			0	
Appraised Value				13,410			13,550	
Homestead Cap Value excluding Non-Homesite Value (i.e. Ag, Commercial)				0			0	
Exemptions (DV - Disabled Vet; DP-Disabled Person; HS-Homestead; OV65-Over 65)								
2019 Exemption Amount	2019 Taxable Value	Taxing Unit	2020 Proposed Appraised Value	2020 Exemption Amount	2020 Taxable Value	2019 Tax Rate	2020 Estimated Taxes	FreezeYear and Tax Ceiling
0	13,410	KLEBERG COUNTY	13,550	0	13,550	0.769500	104.27	
0	13,410	CITY OF KINGSVILLE	13,550	0	13,550	0.853040	115.59	
0	13,410	KINGSVILLE I.S.D.	13,550	0	13,550	1.518900	205.81	
0	13,410	SOUTH TEXAS WATER AUTHO	13,550	0	13,550	0.086911	11.77	

DO NOT PAY FROM THIS NOTICE Total Estimated Tax: \$437.44

The difference between the 2019 appraised value and the 2020 appraised value is -58.76%. This percentage information is required by Tax Code section 25.19(b-1).

"The Texas Legislature does not set the amount of your local taxes. Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials."

Your residence homestead is protected from future appraisal value increases in excess of 10% per year from the date of the last appraisal PLUS the value of any new improvements. Any property previously omitted from the appraisal will be added as allowed by Section 25.21 of the Texas Property Tax Code. The above tax estimates use last year's tax rates for the taxing units shown. The governing body of each unit (school board, county commissioners, and so forth) decides whether property taxes increase. The appraisal district only determines your property's value. The taxing units will set tax rates later this year. If you wish to appeal, you must file a WRITTEN protest with the ARB by the deadline date:

** If you are age 65 or older and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than when you first received the exemption on your home. If you are disabled and received the \$10,000 school tax exemption on your home last year from the school listed above, your school taxes for this year will not be higher than the 2003 taxes or the first year you received the exemption, whichever is later. If your county, city, or junior college has approved a limitation on your taxes in the preceding year, your county, city, or junior college taxes will not be higher than the first year your county, city, or junior college approved the limitation or the first year you qualified for the limitation. If you improved your property (by adding rooms or buildings) your school, county, city, or junior college ceiling may increase for these improvements. If you are a surviving spouse age 55 or older of a person that qualified for the age 65 or older exemption, you may retain the school, county, city, or junior college tax ceiling. Contact the appraisal office if you disagree with this year's proposed value for your property or if you have any concerns with the property description or address information. If the issue cannot be resolved, you have the right to appeal to the Appraisal Review Board (ARB).

Deadline for filing a protest: July 13, 2020
Location of Hearings: 502 E. Kleberg, Kingsville, TX 78363
ARB will begin hearings: June 30, 2020

THIS IS NOT A BILL

A PROTEST FORM to send to the Appraisal District Office is on the back of this notice, if you intend to appear and present evidence before the ARB. A protest is sufficient if it includes the protesting property owner, account number, property address and reason for protesting. The ARB will notify you of the date, time, and place of your scheduled hearing. Enclosed, also, is information to help you in preparing your protest.

If you have any questions or need more information, please contact the appraisal district office at 361-595-5775 or at the address shown above.

Sincerely,

Ernestina (Tina) Flores, R.P.A.
Chief Appraiser

Kleberg CAD

Property Search Results > 19864 LRE PROPERTIES LLC for Year Tax Year: 2021 2021

Property

Account

Property ID: 19864 Legal Description: ORIG TOWN, BLOCK 51, LOT 1-3, (VACANT LAND)
Geographic ID: 100105101000192 Zoning: C3
Type: Real Agent Code:
Property Use Code:
Property Use Description:

Location

Address: 301 E KLEBERG AVE Mapsco:
TX
Neighborhood: Map ID: C1
Neighborhood CD:

Owner

Name: LRE PROPERTIES LLC Owner ID: 58707
Mailing Address: 700 E CORRAL AVE % Ownership: 100.0000000000%
KINGSVILLE, TX 78363-3974
Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$3,190	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$10,500	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$13,690	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$13,690	
(-) HS Cap:	-	\$0	

(=) Assessed Value:	=	\$13,690	

Taxing Jurisdiction

Owner: LRE PROPERTIES LLC
% Ownership: 100.0000000000%
Total Value: \$13,690

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$13,690	\$13,690	\$0.00
CKI	CITY OF KINGSVILLE	0.840000	\$13,690	\$13,690	\$115.00
GKL	KLEBERG COUNTY	0.771870	\$13,690	\$13,690	\$105.67

Amended Application

APPLICATION

Project Title: IMPROVE APPEARANCE OF DOWNTOWN BY REMOVING OLD CONCRETE SLAB & PLANTING GRASS Date Prepared: 9-01-21

Owner: LRE PROPERTIES, LLC Phone #: 361-592-3121

Email Address: FUENTES REALTY Individual Corporation Nonprofit Other
@YHAGG.COM (Circle)

Address: 700 E. CORRAL AVE., KINGSVILLE, TX 78363

Contact (if different): LUIS FUENTES, JR. Phone #: 361-592-3121

Email Address: _____ Individual Corporation Nonprofit Other
(Circle)

Address: _____

Project Location / Address: 301 E. KLEBERG AVE.
KINGSVILLE, TX. 78363

Legal Description: ORIGINAL TOWN, BLK 51, LOTS 1-3

Parcel Number: PROPERTY ID 19864 Zoning _____

National Register; Texas Landmark; Kingsville Historic Landmark; Contributing Property; Other
(Circle)

Comment _____

Proposed Use: VACANT LOTS

Scope of Work: REMOVE EXISTING CONCRETE SLAB,
FILL WITH GOOD TOP SOIL, LEVEL TO EXISTING
ELEVATION & PLANT GRASS.

Schedule: CONTRACTOR CAN BEGIN BY 9-07-2021

Contractor(s) JOE GARCIA, d/b/a SOUTH PLAINS
DEMOLITION

Violation history: _____

Attach documents that support:

- Legal Description of property, proof of ownership, and other proof of eligibility for grant
- Plans for the façade grant eligible project
- Photographs
- Statements of costs, budget, pro forma and other descriptions of expenses
- Construction schedule
- Authorization for access by City staff and other officials
- Statement of proposed use and timetable for occupancy of property
- Proof of absence of delinquent taxes, fines, fees, liens, claims, etc
- Additional information when requested

Project Amount \$12,990.38 + \$9,800 = \$22,790

Requested grant amount \$6,495.00 = 11,395.19

Applicant signature Luis Stenter, Jr.

Office Use: _____

Date Received _____ Acknowledged by _____

Meeting Date(s) _____

Staff and/or Board and/or Commission actions _____

Notice Date(s) _____

Comment _____

10/6/21
Amended for
sprinkle system

INVOICE NO. 6655	
JOB PHONE	DATE OF ORDER 10-6-22
JOB NAME/LOCATION	King's Hill
FREE ESTIMATES!	

To:

PHONE

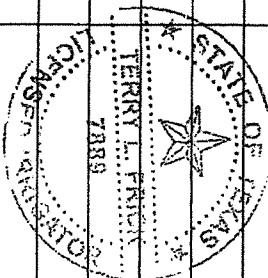
ORDER TAKEN BY

TERMS

10101

To Test All Kullermeister systems
within 100 to coverage on lot 100 x 140
at 301 E. Kleinschall Mall House is house
owner & supply Electric outlet for
Electric clock one year warranty
on pairs & craftsmanship
Bid \$9,800.00
75% up front
\$7,350.00
25% on completion
\$2,450.00

LABOR	HOURS	RATE	AMOUNT	TOTAL MATERIAL	TOTAL LABOR	TAX
WORK ORDERED BY:				DATE COMPLETED:		
SIGNATURE: (HEREBY ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORKS)				THANK YOU!		PAY THIS AMOUNT

[illegible]

FAÇADE GRANT PROGRAM GUIDELINES

HISTORIC PRESERVATION AS A TOURISM AND ECONOMIC DEVELOPMENT TOOL FOR KINGSVILLE'S HISTORIC DOWNTOWN

FAÇADE GRANT PROGRAM CREATED

Thirty years ago, the City of Kingsville created a Historic District and a Historical Development Board to protect historic resources within the district. In an effort to assist the Historic Development Board with this task consistent with the City Commission goals for historic preservation, tourism and economic development, the City Commission hereby designates and approves a Façade Grant Program, funded, in part or in whole, from Hotel/Motel Tax revenues.

PUBLIC PURPOSE

The Façade Grant Program Guidelines provide guidance to property owners, City policymakers and City staff concerning the use of Façade Grant awards that will achieve a certain public purpose, namely, the protection and preservation of the City's historic structures in a manner that promotes tourism and encourages economic development. Accordingly, City staff may propose, Historic Development Board may recommend and the City Commission may approve the award of Façade Program grants for certain commercial and/or mixed use properties in furtherance of these public purposes.

ELIGIBLE PARTICIPANTS/APPLICANTS

Grant awards will be considered for property owners who repair, improve, replace and/or rehabilitate certain building facades or other exterior features. Façade grants will also be considered for property owners who mitigate certain deleterious building conditions, internal or external, structural or non-structural, functional or aesthetic, that threaten the structure's existence, prevent its highest and best use, or otherwise limits its full economic utility.

To be considered eligible, a participant/applicant must be in good legal and financial standing with Federal, State, and Local governments and taxing jurisdictions. The participant/applicant must either have appropriate ownership and control of the property or be leasing the property for business purposes in which case the participant/applicant must be acting with the full knowledge and consent of the property owner. If leasing, the participant/applicant must 1) have written approval for participation in the program from the property owner, 2) have at least two years remaining on the lease and 3) be in good legal and financial standing with the property owner. The participant/applicant must not have any major actual or pending criminal claims or bankruptcy filings. The City shall seek approval from the applicant and the applicant shall provide any and all information that the City deems necessary to assist it in consideration of the Façade Grant Project including, but no limited to, obtaining releases from the applicant for criminal, background, credit and other histories.

Property owners shall not assume they will qualify for Façade Grant Program award until such time as the City Commission has given its final approval of the grant and then only when the applicant meets all Façade Grant criteria including passing all City inspections.

ELIGIBLE PROPERTIES

Eligible properties include properties in the Historic Downtown District that are on the National Register of Historic Places, recorded as a Texas Historic Landmark, or designated as a Kingsville Historic Landmark, a historically significant contributing Property within the Historic District or as otherwise recommended by the Historic Preservation Officer, and/or Historical Development Board or at the City Commission's sole discretion.

ELIGIBLE PROJECTS

Project eligibility considerations can include, but are not necessarily limited to: The historical significance of the building, its potential contribution to the achievement of Commission goals for historic preservation, tourism, development, downtown revitalization and economic development perceived risk vs. reward of the project, property owner resources, funding availability, impact on the immediately surrounding properties and on the Historic District generally.

Façade program grants offered to one property owner shall not obligate the City to make awards to other property owners having similar or dissimilar projects and/or properties. Each façade grant application is reviewed, considered and funded on a case-by-case basis based on merit subject to available funding.

Buildings that are officially designated as historically significant by local, state or federal entities may or may not be given preference. Restoration of storefronts to their historic appearance may or may not be given preference. Restoration work that is not in conformity with local restoration guidelines will be denied access to the façade grant program, unless an exception is made by the City Commission prior to the start of façade improvements.

ELIGIBLE EXPENDITURES (mostly or exclusively exterior)

Eligible project expenditures include, but are not necessarily limited to the following:

- Architectural and engineering fees related to eligible expenses
- Awnings or canopies in character with the building and streetscape
- Cleaning (major)
- Compatible new construction
- Door/window replacement
- Electrical and/or plumbing (major)
- Exterior murals
- Fire escapes
- Foundations
- Gutters
- Landscape and hardscape features
- Lighting that is visually appealing and appropriately illuminates signage, storefront
- Paint
- Preserving or restoring of historical architectural elements
- Recessing or reconfiguring entrances
- Rehabilitation of contributing structures
- Removal/replacement of incompatible exterior finishes or materials

- Removal of false facades and other inappropriate additions
- Restoration of historic signs or ghost signs
- Roofing
- Signs (new, repairs, replacements, removal)
- Other (as determined on a case-by-case basis)

INELIGIBLE EXPENDITURES (mostly or exclusively interior)

- Appliances
- Capital equipment purchases
- Cleaning (minor)
- Decorative treatments
- Electrical and or plumbing (minor or incidental)
- Escalators and/or elevators
- Furniture
- Government fees
- HVAC systems
- Incompatible new construction
- Legal, financing, leasing, rental and other administrative and financing expenses
- Maintenance activities
- Owner and/or tenant labor
- Paint, floor, wall, window or ceiling treatments
- Repair tools and equipment
- Security systems
- Sprinkler or fire suppression systems
- Taxes
- Wall construction and partitions
- Other (as determined on a case-by-case basis)

RULES AND PROCEDURES

The Façade Grant Project

The Façade Grant Project must be described accurately and explained fully so as to provide a reasonably informed person with the obvious limits and scope of the Project. Items excluded from mention will be considered ineligible for reimbursement under the façade grant program unless otherwise approved by City Commission. The burden for justifying the façade grant shall be borne by the applicant.

Façade Grants will be awarded on a first-come-first-serve basis until funds are depleted annually.

Façade Grant Projects must be completed within six months from date of grant approval. Any grant reimbursement funds not released on the project during this six-month period will be forfeited.

Applicants must agree to maintain the subject building in good repair for five years from the completion of the Façade Grant Project. Applicants must agree not to change or alter property improvements funded through the Façade Grant for a minimum period of three years from the date of the final reimbursement check.

At least three years must have elapsed before the property owner who was the recipient of a Façade Grant can apply for participation in the Façade Grant Program for the same property.

No Façade Grant will be awarded for work done prior to grant application approval by the City Commission.

Façade Grant Amount

Façade grants are intended to be a 50-50 reimbursement match with the City matching the participants/applicants invested dollars in the Façade Grant Program on a dollar-for-dollar basis up to an amount generally not to exceed \$20,000 per property subject to the availability of budgeted funds, unless otherwise approved by City Commission.

In-kind contributions on the part of the participant/applicant to the Façade Grant Project cannot be used as matching funds.

Business owners applying for a Façade Grant for signage and/or certain façade improvements in the amount of \$5,000 or less, may have their match requirement reduced to as little as 10% at the discretion of the City Commission. To qualify, the signage and/or façade improvements must be designed to increase foot traffic to the store. All other Façade Grant Program requirements apply.

Certain façade grants may be considered for amounts up to \$50,000 subject to the availability of budgeted funds. For façade grants of this amount to be considered, the related expenditures would need to serve as a revitalization anchor project that significantly accelerates private investment in the Downtown Historic District or is so significant and meaningful from an historic perspective that it would justify on its own merits this level of public expenditure. Such façade grants may require a deed restriction or grant of easement be placed on the property.

Façade Grant Disbursements

Façade grant disbursement are intended to occur in a single payment on a reimbursement basis in amounts not to exceed the total of the Façade Grant Award following the performance of the work by the City's Historic Preservation Officer and Building Official or their respective designees. The project must be completed and approved by city staff and all other grant requirements and paperwork properly submitted before any grant reimbursement funding will be disbursed.

Project Building Plans and Inspections

After application and approval by the Commission, award payments are contingent upon the property owner providing required plans, obtaining all necessary permits, passing all required inspections and compliance with all other customary administrative rules and procedures. Projects must pass building inspection, along with all other requirements, before the City can disburse funds for the project.

PROJECT RECOMMENDATIONS FROM THE CITY'S HISTORIC PRESERVATION OFFICER AND HISTORICAL DEVELOPMENT BOARD

The City's Historic Preservation Officer and Historical Development Board have the right to review, question and make recommendations with respect to Façade Grant Program Guidelines and Façade Grant Program Application.

DEED RESTRICTIONS AND/OR GRANT OF EASEMENT

For certain Façade Grant Program projects it may be deemed necessary for the City to obtain a deed restriction or grant of easement to protect the City's investment in the project. The terms and duration of any deed restrictions or easements are to be negotiated prior to approval of a Façade Grant by the Commission.

RESOLUTION #2021-_____

A RESOLUTION APPROVING AN APPLICATION AND AGREEMENT FOR THE HISTORIC DISTRICT FAÇADE GRANT PROGRAM FROM LUIS FUENTES, JR. FOR PROPERTY LOCATED AT 301 E. KLEBERG AVENUE, KINGSVILLE, TEXAS.

WHEREAS, the City Commission recognized a need exists for economic development, historic restoration & preservation, and tourism promotion in the historic district of the city, especially in the downtown area, and approved Historic District Façade Grant Program Guidelines in an effort to enhance meeting these objectives;

WHEREAS, the City received an Application and an Agreement for a Historic District Façade Improvement Grant from Luis Fuentes, Jr. for removal of old concrete slab/foundation, installation of sprinkler system, and planting of grass for a green space at his property located at 301 East Kleberg Avenue, (also known as Original Town, Block 51, Lot 1-3), Kingsville, Texas, in the downtown area and in the historic district;

WHEREAS, the application has a projected amount for the above stated repairs/replacement of about \$22,790.38;

WHEREAS, the sprinkler system is not an eligible expense under the Façade Grant Guidelines, that expense of \$9,800 will need to be removed leaving an eligible total project cost of \$12,990.38;

WHEREAS, the Façade Grant Guidelines provide for the applicant to pay for all the repairs and seek up to a 50% reimbursement of dollars expended in an amount not to exceed \$20,000 subject to availability of budgeted funds;

WHEREAS, half of the estimated eligible project cost equals \$6,495.19 so the maximum amount allowed for reimbursement would be half of actual allowed expenses not to exceed \$6,495.19;

WHEREAS, accordingly, the City would reimburse up to 50% of the out-of-pocket expenses for work performed and paid for by the applicant for removal of old concrete slab/foundation and planting of grass for a green space at his property, not to exceed \$6,495.19;

WHEREAS, staff reviewed the application and recommends the City Commission approve the façade grant for the green space project at 301 East Kleberg Avenue, (also known as Original Town, Block 51, Lot 1-3), Kingsville, Texas;

WHEREAS, the City believes improvements to property in the city increase assessed values thereby expanding the tax base and stimulate historic preservation & renovation, which enhance tourism and increases economic activity; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KINGSVILLE:

I.

THAT the Historic District Façade Grant Application and Agreement for Luis Fuentes, Jr. for his building located at 301 East Kleberg Avenue, (also known as Original Town, Block 51, Lot 1-3), Kingsville, Texas in the downtown area and in the historic district for removal of old concrete slab/foundation and planting of grass for a green space at his property be approved with a maximum of 50% reimbursement of eligible out-of-pocket expenses as per the attached said half estimated to be \$6,495.19; and, the City shall provide as a grant reimbursement up to 50% (up to \$6,495.19) of the out-of-pocket expenses for work performed and paid for by the applicant for green space project at his property so long as all of the terms and conditions of the Historic District Façade Improvement Grant guidelines are met as stated above.

II.

THAT this Resolution shall be and become effective on or after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 8th day of November, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGREEMENT

I have read the guidelines and the application for the City of Kingsville Historic District Façade Improvement Grant Program and have met with City staff and I fully understand the terms and conditions that affect the eligibility and possible awards under that program.

I intend to use any grant awarded to me under that program for the project(s) described in the attached application which I believe meet the intended purposes and limitations of the subject program.

I understand that I, as owner of the property, must meet the standards enumerated, that the project must meet guidelines, that the grant must be approved at the sole discretion of the City of Kingsville, that awards are subject to availability of funds and are further subject to inspections by the Historic Preservation Officer and the City Building Official or their designees.

I understand that disbursements are generally made as reimbursements and are made subject to the rules contained in the program guidelines.

I further understand that certain projects may require deed restrictions and/or a grant of easement, as negotiated in advance.

Address/ Description of Property 301 E. KLEBERG, VACANT LOT

Building Owner Name LRE PROPERTIES, LLC

Business Owner Address 700 E. CORRAL AVE., KINGSVILLE, TX. 78363

Signature(s) Luis Fuentes

Date 9-01-21

For the City _____

Signature _____

Date _____

F

Luis Fuentes
700 E. Corral Ave.
Kingsville, TX 78363

~~Amended Application~~

APPLICATION

Project Title: IMPROVE APPEARANCE OF DOWNTOWN BY REMOVING OLD CONCRETE SLAB & PLANTING GRASS Date Prepared: 9-01-21

Owner: LRE PROPERTIES, LLC Phone #: 361-592-3121

Email Address: FUENTES REALTY Individual Corporation Nonprofit Other
@YHABO.COM (Circle)

Address: 700 E. CORRAL AVE., KINGSVILLE, TX 78363

Contact (if different): LUIS FUENTES, JR. Phone #: 361-592-3121

Email Address: _____ Individual Corporation Nonprofit Other
(Circle)

Address: _____

Project Location / Address: 301 E. KLEBERG AVE.
KINGSVILLE, TX. 78363

Legal Description: ORIGINAL TOWN, BLK 51, LOTS 1-3

Parcel Number: PROPERTY ID 19864 Zoning _____

National Register; Texas Landmark; Kingsville Historic Landmark; Contributing Property; Other
(Circle)

Comment _____

Proposed Use: VACANT LOTS

Scope of Work: REMOVE EXISTING CONCRETE SLAB,
FILL WITH GOOD TOP SOIL, LEVEL TO EXISTING
ELEVATION & PLANT GRASS.

Schedule: CONTRACTOR CAN BEGIN BY 9-07-2021

Contractor(s) JOE GARCIA, d/b/a SOUTH PLAINS
DEMOLITION

Violation history: _____

Attach documents that support:

- Legal Description of property, proof of ownership, and other proof of eligibility for grant
- Plans for the façade grant eligible project
- Photographs
- Statements of costs, budget, pro forma and other descriptions of expenses
- Construction schedule
- Authorization for access by City staff and other officials
- Statement of proposed use and timetable for occupancy of property
- Proof of absence of delinquent taxes, fines, fees, liens, claims, etc
- Additional information when requested

Project Amount \$12,990.38 + \$9,800 = \$22,790

Requested grant amount \$6,495.00 = 11,395.18

Applicant signature Luis Fuentes, Jr.

Office Use: _____

Date Received _____ Acknowledged by _____

Meeting Date(s) _____

Staff and/or Board and/or Commission actions _____

Notice Date(s) _____

Comment _____

10/6/21
Amended for
spendable
not eligible
expense

AGENDA ITEM #12

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa, Purchasing Manager
DATE: October 27, 2021
SUBJECT: Purchase of New John Deer 190 GW Wheeled Excavator

Summary:

This item authorizes the purchase of New John Deer 190 GW Wheeled Excavator from Doggett Heavy Machinery LLC., through Sourcewell Purchasing Cooperative Contract #032119-JDC for the City of Kingsville Street Department.

Background:

The existing wheeled excavator is 20+ years old and has been sent in to repairs frequently. The Street Department wheeled excavator is used to clean out ditches throughout the city that built up with sediment accumulation over years. Frequent repair has caused the Street Department to use backhoes and manual manpower to clear out ditches thus increasing maintenance and operation expenses. The purchase of new wheeled excavator will increase productivity and decrease operation expenses.

Financial Impact:

Funds are available through 126-5-53050-71200 on a tax incentive note, of which \$412,533.00 are available this fiscal year.

Recommendation:

It is recommended the City Purchase the New John Deer 190 GW Wheeled Excavator from Doggett Heavy Machinery LLC., through Sourcewell. Sourcewell is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.



**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER**PO Number:** 220282**Date:** 10/20/2021**Requisition #:** REQ21746**Vendor #:** 3222

ISSUED TO: Doggett Heavy Machinery Services LLC
Powerplan
P O Box 650215
Dallas, TX 75265-0215

SHIP TO: Purchasing Dept.
Attn:Charlie Sosa
400 W King
Kingsville, TX 78363

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 ohn Deere 190GW build codes attached	126-5-3050-71200		225,067.24	225,067.24

Received by: _____ **Date:** _____

SUBTOTAL:	225,067.24
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	225,067.24

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and Invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001513

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
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8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax – ID# 74-6001513

DOGGETT

134 NPID
Corpus Christi, TX, 78406
Cell 361-212-1280

Make:	JOHN DEERE
Model:	318G
Stock #:	00000
Serial #:	Factory
Expires:	

0

[illegible]



City of Kingsville, TX

Purchase Order Change Register

Change Details

POPKT17701 - 102121 Price Revision

Purchase Order <u>220282</u>		Purchase Order Description ohn Deere 190GW build codes att		Vendor 3222 - Doggett Heavy Machiner...	Ship To Code 019	Attention To	Delivery Date 11/3/2021	Amount 225,067.24	Shipping 0.00	Tax 0.00	Discount 0.00	Total Amount 225,067.24
Change Description: Price Revision		Changed By: Charlie Sosa				Change Date: 10/20/2021		PO Issue Date: 10/20/2021		Void PO:		
Change Reason: Price Revision		Amount Voided: 0.00										
Purchase Order Changes												
What Changed		Changed From										
Amount:		220,468.00										
Changed Item												
Item		Commodity Code	Department	Sales Tax Code	Needed By	Units	Price	Amount	Shipping	Tax	Discount	Total Amount
ohn Deere 190GW build codes att		GOODS	190.1			1.00	225,067.24	225,067.24	0.00	0.00		225,067.24
What Changed		Changed From										
Amount:		220,468.00										
Price:		220,468.00										
Old Distributions												
Account		Project Account Key	Separate Sales Tax	Percent	Amount	New Distributions		Project Account Key	Separate Sales Tax	Percent	Amount	
<u>126-5-3050-71200</u>				100.00%	220,468.00	<u>126-5-3050-71200</u>				100.00%	225,067.24	

Account Summary

Account				
<u>126-5-3050-71200</u>	Changed From	Changed To	Voided	Difference
	220,468.00	225,067.24	0.00	4,599.24
Packet Totals:	220,468.00	225,067.24	0.00	4,599.24

Fund Summary

Fund				
126	Changed From	Changed To	Voided	Difference
	220,468.00	225,067.24	0.00	4,599.24
Packet Totals:	220,468.00	225,067.24	0.00	4,599.24

DOGGETT

**134 North Padre Island Drive
Corpus Christi, TX, 78406**

[illegible]

190GW FT4 Wheeled Excavators

20-Oct-2021



Code	Description		
7391FF	190GW FT4 Wheeled Excavators	1	\$363,947.00

Option Codes

170K	JDLink™	1	No Added Cost
Includes integrated cab wiring harness, antenna, and JDLink™ Modem (MTG).			

JDLink™ connectivity is enabled separately through the JDLink™ website. Connectivity service is subject to country availability.

5480	Front & Rear Outriggers	1	\$5,914.00
6835	Mono Boom	1	No Added Cost

Includes boom, arm, and bucket cylinders, bucket linkage, and low flow lines.

5.5 M (18 Ft.) with 2.71 M (8 Ft. 11 In.) Arm

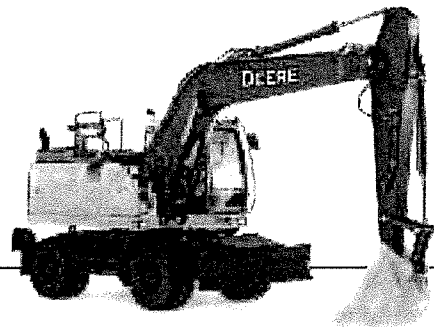
Field Installed Attachments

AT343990	Auxiliary Hydraulics, Attachment Combination Kit	1	\$595.00
For use on 220 Mono-Boom Wheeled Excavators. Requires Auxiliary High-Flow Hydraulic Lines. Allows for a combination of attachments (i.e. hammer and thumb) to be connected to the high-flow lines, ready for operation. Kit includes parts to replace the arm tube of the high-flow hydraulic lines with a short tube and uses the existing stop valves to shut-off thumb operation when not in use.			
BYT11159	36 In (914 mm), 0.91 yd3 (0.69 M3) Heavy-Duty Bucket	1	\$6,125.00

Includes Five (5) John Deere TK-Series Fanggs Teeth (TK350FD)

Total	\$376,581.00
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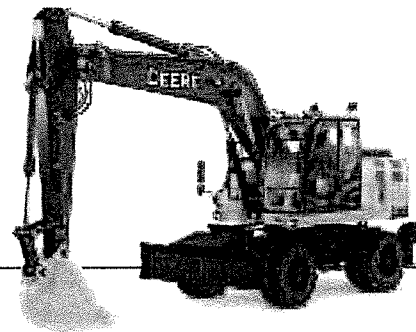
Manufacturer's Suggested List Price shown. Retail prices may vary by dealer. Unless stated otherwise, taxes, freight, setup, delivery and other dealer specific charges not included in the pricing. Options/items noted with anything other than price will have additional costs. Pricing, availability, and specifications subject to change without notice. Special program pricing may be available on certain models. See dealer for details. Prices shown are in U.S. dollars and valid only in the U.S.



190G W SPECIFICATIONS

Engine		190G W	
Manufacturer and Model		Isuzu 4HK1XASAT3A	
Non-Road Emission Standard		EPA Final Tier 4/EU Stage IV	
Net Peak Power (ISO 9249)		129 kW (173 hp) at 1,800 rpm	
Cylinders		4	
Displacement		5.2 L (317 cu. in.)	
Off-Level Capacity		70% (35 deg.)	
Aspiration		Turbocharged, air-to-air charge-air cooler	
Cooling			
Cool-on-demand hydraulic-driven, suction-type fan with remote-mounted drive and enclosed fan guard; side-by-side-by-side radiator, oil cooler, and intercooler with dust net			
Powertrain			
2-speed propel with creeper mode and automatic shift			
Maximum Travel Speed			
Creep		2.6 km/h (1.6 mph)	
Low		8.6 km/h (5.3 mph)	
High		35.0 km/h (21.7 mph)	
Drawbar Pull		9534 kg (21,020 lb.)	
Brakes		Maintenance-free wet-disc brakes on front and rear axles; fully hydraulic service brakes	
Tires		Standard size, dual-traction-type 10.00-20 16PR tires	
Front Axle		All-wheel drive; can be locked hydraulically in any position	
Hydraulics			
Main Pumps		2 variable-displacement axial-piston pumps	
Maximum Rated Flow x 2		236 L/min. (62 gpm)	
Pilot Pump		1 gear	
Maximum Rated Flow		30 L/m (8 gpm)	
Pressure Setting		4700 kPa (682 psi)	
System Operating Pressure			
Implement Circuits		34 300 kPa (4,975 psi)	
Travel Circuits		34 800 kPa (5,047 psi)	
Swing Circuits		33 400 kPa (4,844 psi)	
Power Boost		36 300 kPa (5,265 psi)	
Controls		Pilot levers, short stroke, low-effort hydraulic pilot controls with shutoff lever	
Cylinders		<i>Bore</i>	<i>Stroke</i>
Monoblock Boom (2)		120 mm (4.7 in.)	1050 mm (41.3 in.)
2-Piece Boom (2)		120 mm (4.7 in.)	980 mm (38.6 in.)
Positioning, 2-Piece Boom (2)		170 mm (6.7 in.)	670 mm (26.4 in.)
Arm (1)		125 mm (4.9 in.)	1371 mm (54.0 in.)
Bucket (1)		105 mm (4.1 in.)	1060 mm (41.7 in.)

190G W SPECIFICATIONS



Electrical		190G W	
Number of Batteries (12 volt)	2		
Battery Capacity	925 CCA		
Alternator Rating	50 amp		
Worklights	1 on boom left, 2 on top of cab front, and 1 on top of cab rear		
Driving Lights	Headlights (2), turn signals and hazard lights, LED brake lights, and side marker lights		
Swing Mechanism			
Swing Speed	11.5 rpm		
Swing Torque	53 000 Nm (39,090 lb.-ft.)		
Serviceability			
Refill Capacities			
Fuel Tank	290 L (76.6 gal.)		
Coolant System	28 L (7.4 gal.)		
Engine Oil with Filter	23 L (6.1 gal.)		
Swing Gearbox	6.2 L (1.6 gal.)		
Front and Rear Hub Reduction (each)	2.5 L (0.7 gal.)		
Hydraulic System	180 L (47.6 gal.)		
Hydraulic Tank	100 L (26.4 gal.)		
Transmission	2.5 L (2.6 qt.)		
Axle			
Front	9.5 L (2.5 gal.)		
Rear	14 L (3.7 gal.)		
Diesel Exhaust Fluid (DEF) Tank	26 L (6.9 gal.)		
Operating Weights			
With 1.38-m³ (1.81 cu. yd.), 1219-mm (48 in.), 735-kg (1,621 lb.) bucket; 2.71-m (8 ft. 11 in.) arm; 3700-kg (8,157 lb.) counterweight; 2550-mm (8 ft. 4 in.)-wide wheelbase; full fuel tank; and 75-kg (165 lb.) operator			
	Monoblock Boom	2-Piece Boom	
Front Blade and Rear Outrigger	19 700 kg (43,431 lb.)	20 200 kg (44,533 lb.)	
Front and Rear Outriggers	20 000 kg (44,530 lb.)	20 500 kg (45,300 lb.)	
Component Weights			
Undercarriage, Base			
Front Blade and Rear Outrigger	2257 kg (4,976 lb.)	2257 kg (4,976 lb.)	
Front and Rear Outriggers	2601 kg (5,734 lb.)	2601 kg (5,734 lb.)	
Arm with Bucket Cylinder and Linkage			
2.71-m (8 ft. 11 in.) Arm without Cylinder	570 kg (1,257 lb.)	570 kg (1,257 lb.)	
Without Cylinder	1262 kg (2,782 lb.)	1580 kg (3,483 lb.)	
Cylinder(s), Total Weight			
Boom Lift (2)	155 kg (342 lb.)	155 kg (342 lb.)	
Positioning (1)	309 kg (681 lb.)	309 kg (681 lb.)	
Arm (1)	212 kg (467 lb.)	212 kg (467 lb.)	
Bucket (1)	127 kg (280 lb.)	127 kg (280 lb.)	

Operating Dimensions

With 2.71-m (8 ft. 11 in.) Arm

Arm Digging Force

ISO

SAE

Bucket Digging Force

ISO

SAE

A Maximum Reach

A¹ Maximum Reach at Ground Level

B Maximum Digging Depth

B¹ Maximum Digging Depth at 2.44-m (8 ft.) Flat Bottom

C Maximum Cutting Height

D Maximum Dumping Height

E Minimum Swing Radius

F Maximum Vertical Wall

190G W

Monoblock Boom

95 kN (21,360 lb.)

91 kN (20,460 lb.)

126 kN (28,330 lb.)

113 kN (25,400 lb.)

9.58 m (31 ft. 5 in.)

9.40 m (30 ft. 10 in.)

5.83 m (19 ft. 2 in.)

5.64 m (18 ft. 6 in.)

9.25 m (30 ft. 4 in.)

6.45 m (21 ft. 2 in.)

3.48 m (11 ft. 5 in.)

5.26 m (17 ft. 3 in.)

2-Piece Boom

95 kN (21,360 lb.)

91 kN (20,460 lb.)

126 kN (28,330 lb.)

113 kN (25,400 lb.)

9.48 m (31 ft. 1 in.)

9.31 m (30 ft. 7 in.)

5.93 m (19 ft. 5 in.)

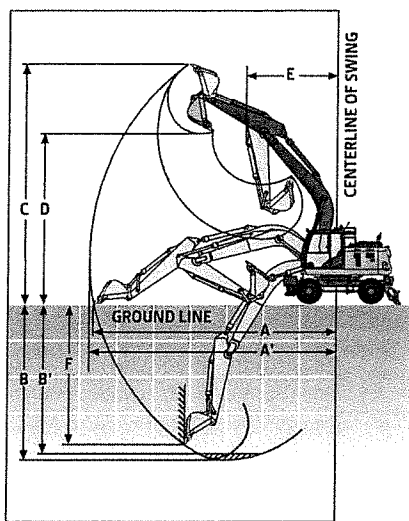
5.83 m (19 ft. 2 in.)

9.85 m (32 ft. 4 in.)

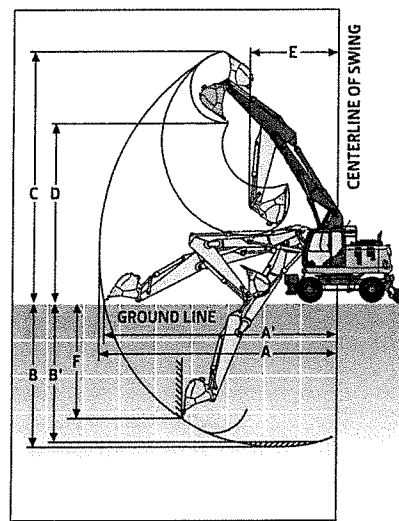
6.95 m (22 ft. 10 in.)

3.00 m (9 ft. 10 in.)

5.03 m (16 ft. 6 in.)



190G W EXCAVATOR WITH MONOBLOCK BOOM



190G W EXCAVATOR WITH 2-PIECE BOOM

Machine Dimensions**190G W**

With 2.71-m (8 ft. 11 in.) Arm

*Monoblock Boom**2-Piece Boom***A Overall Length**

Front Blade and Rear Outrigger

9.48 m (31 ft. 1 in.)

9.30 m (30 ft. 6 in.)

Front and Rear Outriggers

9.54 m (31 ft. 4 in.)

9.36 m (30 ft. 9 in.)

B Overall Height

3.12 m (10 ft. 3 in.)

3.21 m (10 ft. 6 in.)

C Rear-End Length/Swing Radius

2.32 m (7 ft. 7 in.)

2.32 m (7 ft. 7 in.)

D Engine Cover Height

2.59 m (8 ft. 6 in.)

2.59 m (8 ft. 6 in.)

E Counterweight Clearance

1.22 m (4 ft. 0 in.)

1.22 m (4 ft. 0 in.)

F Overall Width of Upperstructure

2.45 m (8 ft. 0 in.)

2.45 m (8 ft. 0 in.)

G Overall Height of Cab

3.22 m (10 ft. 7 in.)

3.22 m (10 ft. 7 in.)

H Overall Width of Tires

2.73 m (8 ft. 11 in.)

2.73 m (8 ft. 11 in.)

J Minimum Ground Clearance

0.35 m (14 in.)

0.35 m (14 in.)

K Wheelbase

2.65 m (8 ft. 8 in.)

2.65 m (8 ft. 8 in.)

L Swing Center to Rear Axle

1.15 m (3 ft. 9 in.)

1.15 m (3 ft. 9 in.)

M Front Overhang

Front Blade and Rear Outrigger

1.36 m (4 ft. 6 in.)

1.36 m (4 ft. 6 in.)

Front and Rear Outriggers

1.38 m (4 ft. 6 in.)

1.38 m (4 ft. 6 in.)

N Rear Overhang

1.09 m (3 ft. 7 in.)

1.09 m (3 ft. 7 in.)

O Maximum Blader Lower

0.22 m (9 in.)

0.22 m (9 in.)

P Overall Height of Blade

0.59 m (23 in.)

0.59 m (23 in.)

Q Maximum Blade Raise

0.37 m (15 in.)

0.37 m (15 in.)

R Overall Width of Blade

2.73 m (8 ft. 11 in.)

2.73 m (8 ft. 11 in.)

S Overall Width, Outriggers Retracted

2.45 m (8 ft. 0 in.)

2.45 m (8 ft. 0 in.)

T Overall Width, Outriggers Extended

3.44 m (11 ft. 3 in.)

3.44 m (11 ft. 3 in.)

V Overall Height of Boom, Traveling

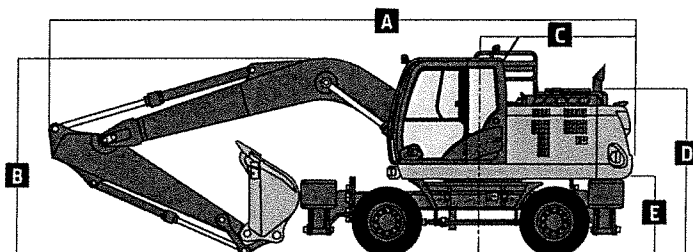
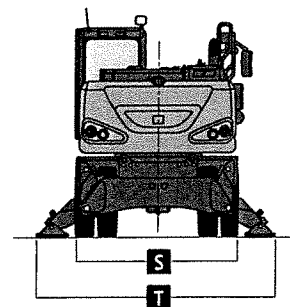
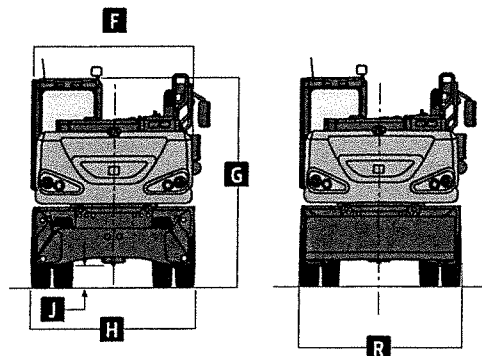
4.00 m (13 ft. 1 in.)

4.00 m (13 ft. 1 in.)

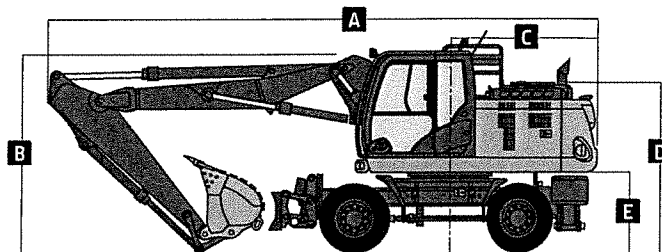
W Front Overhang, Traveling

3.33 m (10 ft. 11 in.)

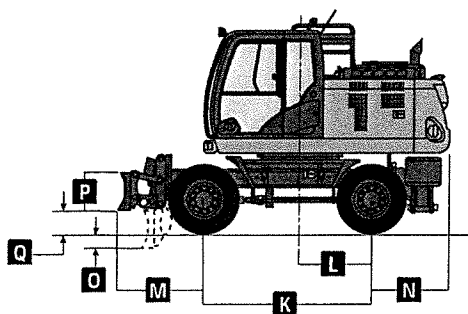
3.33 m (10 ft. 11 in.)



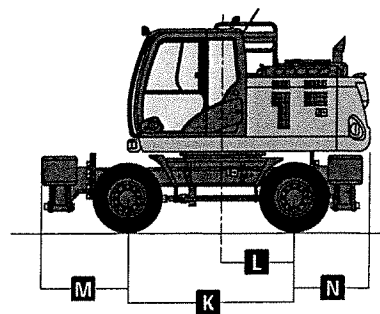
190G W EXCAVATOR WITH MONOBLOCK BOOM



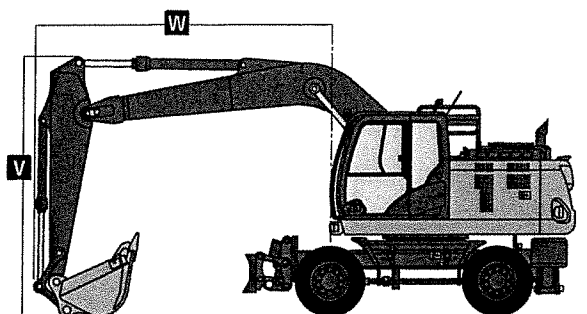
190G W EXCAVATOR WITH 2-PIECE BOOM



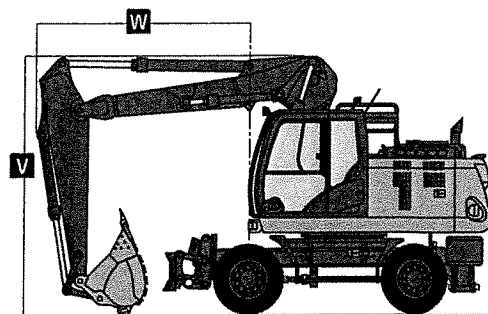
190G W EXCAVATOR WITH FRONT BLADE AND REAR OUTRIGGER



190G W EXCAVATOR WITH FRONT AND REAR OUTRIGGERS



190G W EXCAVATOR WITH MONOBLOCK BOOM (TRAVELING)



190G W EXCAVATOR WITH 2-PIECE BOOM (TRAVELING)

Lift Capacities

190G W

Boldface type indicates hydraulically limited capacities; **lightface type** indicates stability-limited capacities, in kg (lb.). Ratings at bucket lift hook; machine equipped with 600-kg (1,323 lb.) bucket, 2.71-m (8 ft. 11 in.) arm, wide tires, and standard counterweight; and situated on firm, level, uniform supporting surface, with power boost on. Figures do not exceed 87% of hydraulic capacity or 75% of weight needed to tip machine.

LOAD POINT HEIGHT	HORIZONTAL DISTANCE FROM CENTERLINE OF ROTATION									
	1.5 m (5 ft.)		3.0 m (10 ft.)		4.5 m (15 ft.)		6.0 m (20 ft.)		7.5 m (25 ft.)	
	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side
<i>With monoblock boom; front blade and rear outriggers down</i>										
6.0 m (20 ft.)							4270 (9,420)	4270 (9,420)		
4.5 m (15 ft.)					6230 (13,740)	6230 (13,740)	5240 (11,560)	4620 (10,180)		
3.0 m (10 ft.)					7730 (17,040)	7120 (15,690)	5830 (12,850)	4420 (9,750)	4480 (9,870)	3020 (6,650)
1.5 m (5 ft.)					8880 (19,570)	6670 (14,700)	6350 (14,010)	4220 (9,300)	5000 (11,030)	2930 (6,450)
Ground Line			4090 (9,010)	4090 (9,010)	9130 (20,130)	6430 (14,170)	6540 (14,420)	4070 (8,980)	4940 (10,900)	2860 (6,300)
-1.5 m (-5 ft.)			8190 (18,050)	8190 (18,050)	8500 (18,740)	6360 (14,030)	6170 (13,600)	4020 (8,860)		
-3.0 m (-10 ft.)			9380 (20,680)	9380 (20,680)	6980 (15,380)	6430 (14,180)	4900 (10,810)	4070 (8,970)		
<i>With monoblock boom; front outriggers and rear outriggers down</i>										
6.0 m (20 ft.)							4270 (9,420)	4270 (9,420)		
4.5 m (15 ft.)					6230 (13,740)	6230 (13,740)	5240 (11,560)	5240 (11,560)		
3.0 m (10 ft.)					7730 (17,040)	7730 (17,040)	5830 (12,850)	5160 (11,370)	4480 (9,870)	3530 (7,780)
1.5 m (5 ft.)					8880 (19,570)	7910 (17,440)	6350 (14,010)	4950 (10,910)	5000 (11,030)	3440 (7,580)
Ground Line			4090 (9,010)	4090 (9,010)	9130 (20,130)	7660 (16,880)	6540 (14,420)	4800 (10,580)	4940 (10,900)	3370 (7,420)
-1.5 m (-5 ft.)			8190 (18,050)	8190 (18,050)	8500 (18,740)	7590 (16,730)	6170 (13,600)	4740 (10,450)		
-3.0 m (-10 ft.)			9380 (20,680)	9380 (20,680)	6980 (15,380)	6980 (15,380)	4900 (10,810)	4790 (10,570)		

Lift Capacities (continued)**190G W**

Boldface type indicates hydraulically limited capacities; **lightface type** indicates stability-limited capacities, in kg (lb.). Ratings at bucket lift hook; machine equipped with 600-kg (1,323 lb.) bucket, 2.71-m (8 ft. 11 in.) arm, wide tires, and standard counterweight; and situated on firm, level, uniform supporting surface, with power boost on. Figures do not exceed 87% of hydraulic capacity or 75% of weight needed to tip machine.

LOAD POINT HEIGHT	HORIZONTAL DISTANCE FROM CENTERLINE OF ROTATION									
	1.5 m (5 ft.)		3.0 m (10 ft.)		4.5 m (15 ft.)		6.0 m (20 ft.)		7.5 m (25 ft.)	
	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side	Over Front	Over Side
<i>With 2-piece boom; front blade and rear outriggers down</i>										
6.0 m (20 ft.)							3990 (8,790)	3990 (8,790)		
4.5 m (15 ft.)					4770 (10,510)	4770 (10,510)	4290 (9,450)	4290 (9,450)		
3.0 m (10 ft.)			8680 (19,130)	8680 (19,130)	6340 (13,970)	6340 (13,970)	4970 (10,960)	4600 (10,150)	4070 (8,980)	(6,850)
1.5 m (5 ft.)			10 580 (23,330)	10 580 (23,330)	7920 (17,470)	7040 (15,530)	5730 (12,640)	4570 (10,080)	4710 (10,390)	3040 (6,710)
Ground Line	8810 (19,420)	8810 (19,420)	12 700 (28,000)	12 700 (28,000)	8840 (19,490)	7090 (15,630)	6290 (13,860)	4580 (10,090)	4830 (10,640)	2930 (6,470)
-1.5 m (-5 ft.)	14 160 (31,210)	14 160 (31,210)	14 610 (32,210)	14 270 (31,470)	9070 (19,990)	7310 (16,120)	6490 (14,310)	4340 (9,560)		
-3.0 m (-10 ft.)	23 430 (51,650)	23 430 (51,650)	15 050 (33,190)	14 980 (33,020)	9400 (20,730)	6930 (15,280)	5930 (13,080)	4170 (9,190)		

With 2-piece boom; front outriggers and rear outriggers down

6.0 m (20 ft.)							3990 (8,790)	3990 (8,790)		
4.5 m (15 ft.)					4770 (10,510)	4770 (10,510)	4290 (9,450)	4290 (9,450)		
3.0 m (10 ft.)			8680 (19,130)	8680 (19,130)	6340 (13,970)	6340 (13,970)	4970 (10,960)	4970 (10,960)	4070 (8,980)	3620 (7,980)
1.5 m (5 ft.)			10 580 (23,330)	10 580 (23,330)	7920 (17,470)	7920 (17,470)	5730 (12,640)	5190 (11,440)	4710 (10,390)	3560 (7,840)
Ground Line	8810 (19,420)	8810 (19,420)	12 700 (28,000)	12 700 (28,000)	8840 (19,490)	8090 (17,840)	6290 (13,860)	5270 (11,620)	4830 (10,640)	3460 (7,620)
-1.5 m (-5 ft.)	14 160 (31,210)	14 160 (31,210)	14 610 (32,210)	14 610 (32,210)	9070 (19,990)	8310 (18,310)	6490 (14,310)	5080 (11,210)		
-3.0 m (-10 ft.)	23 430 (51,650)	23 430 (51,650)	15 050 (33,190)	15 050 (33,190)	9400 (20,730)	8210 (18,100)	5930 (13,080)	4910 (10,830)		

Buckets

A full line of buckets is offered to meet a wide variety of applications. Digging forces are with power boost. Buckets are equipped with John Deere TK-Series Bucket Teeth standard. Replaceable cutting edges and a variety of teeth are available through John Deere Parts. Optional side cutters add 150 mm (6 in.) to bucket widths. Capacities are SAE heaped ratings.

Type Bucket	Bucket Width		Bucket Capacity		Bucket Weight	
	mm	in.	m ³	cu. yd.	kg	lb.
General Purpose	610	24	0.39	0.5	442	970
	762	30	0.54	0.7	498	1,100
Heavy Duty	914	36	0.69	0.9	561	1,240
	1067	42	0.85	1.1	602	1,330
	1219	48	1.00	1.3	659	1,450
Ditching	1524	60	1.18	1.5	546	1,200

Additional equipment

Key: ● Standard ▲ Optional or special

See your John Deere dealer for further information.

190G Engine

- Auto-idle system
- Automatic belt-tension device
- Batteries (2 – 12 volt)
- Coolant recovery tank
- Dual-element dry-type air filter
- Electronic engine control
- Enclosed fan guard (conforms to SAE J1308)
- Engine coolant to –37 deg. C (–34 deg. F)
- Fuel filter with water separator
- Full-flow oil filter
- Turbocharger with charge-air cooler
- 500-hour engine-oil-change interval
- Programmable auto-shutdown

Hydraulic System

- Reduced-drift valve for boom down, arm in
- Auxiliary hydraulic valve section
- Brake valves for travel circuits
- Individual control of outriggers
- Hydraulic filter restriction indicator
- Spring-applied, hydraulically released automatic swing brake
- Auxiliary hydraulic-flow adjustment through monitor
- Auto power lift
- 5,000-hour hydraulic-oil-change interval
- Auxiliary hydraulic lines with hand-controlled proportional control
- ▲ Control-pattern change valve

Undercarriage

- Brakes, 4 wheel, maintenance free, wet disc
- Creeper speed range
- Front axle, oscillating, lockable
- ▲ Front blade and rear outriggers (2)
- ▲ Outriggers (4)
- Parking brake
- Dual traction-type tires, 10.00-20, 16PR with spacer
- Toolbox on left chassis

190G Upperstructure

- Right- and left-hand mirrors
- Vandal locks with ignition key: Cab door / Fuel cap / Service doors

Front Attachments

- 6.2-m (20 ft. 4 in.) monoblock boom with 2.71-m (8 ft. 11 in.) arm
- ▲ Variable-geometry, 2-piece boom with 2.71-m (8 ft. 11 in.) arm
- Centralized lubrication system
- Dirt seals on all bucket pins
- ▲ Buckets: Ditching / General purpose / General-purpose high capacity / Heavy duty / Heavy-duty high capacity / Side cutters and teeth

Operator's Station

- Adjustable independent-control positions (levers-to-seat, seat-to-pedals)
- AM/FM radio
- Auto climate control/air conditioner with heater and pressurizer
- Built-in Operator's Manual storage compartment and manual
- Cell-phone power outlet, 12 volt
- Coat hook
- Deluxe suspension cloth seat with 100-mm (4 in.) adjustable armrests
- Floor mat
- Front windshield wiper with intermittent speeds
- Gauges (illuminated): Engine coolant / Fuel level / Speedometer
- Horn, electric
- Hour meter, electric
- Hydraulic shutoff lever, all controls
- Hydraulic warm-up control
- Interior light
- Large cup holder
- Machine Information Center (MIC)
- Mode selectors (illuminated): Power modes (3) / Work mode (1)
- High/low travel mode with creeper range

190G Operator's Station (continued)

- Multifunction, color LCD monitor with: Diagnostic capability / Multiple-language capabilities / Maintenance tracking / Clock / In-monitor adjustment of auxiliary pressure and flow / System monitoring with alarm features: Auto-idle indicator, Auto-shutdown indicator, brake pressure audible alarm, engine air cleaner restriction indicator light, engine check, engine coolant temperature indicator light with audible alarm, engine oil pressure indicator light with audible alarm, low-alternator-charge indicator light, low-fuel indicator light, fault-code alert indicator, fuel-rate display, water-in-fuel light, wiper-mode indicator, work-lights-on indicator, and work-mode indicator
- Motion alarm with cancel switch (conforms to SAE J994)
- Power-boost switch on right control lever
- SAE 2-lever control pattern
- Seat belt, 76 mm (3 in.), non-retractable
- Tinted glass
- Transparent tinted overhead hatch
- Tilting steering column
- Sun visor
- Windshield washer/wiper with constant and intermittent speeds
- ▲ Window vandal-protection covers

Electrical

- 50-amp alternator
- Blade-type multi-fused circuits
- Positive-terminal battery covers
- JDLINK™ wireless communication system (available in specific countries; see your dealer for details)
- Rearview camera

Lights

- Headlights (2)
- Worklights, top of cab (2), rear of cab (1), and boom (1)
- Turn signals / Hazard lights
- Brake lights
- Side marker lights

Net engine power is with standard equipment including air cleaner, exhaust system, alternator, and cooling fan at test conditions specified per ISO 9249. No derating is required up to 3050-m (10,000 ft.) altitude. Specifications and design subject to change without notice. Wherever applicable, specifications are in accordance with SAE standards. Except where otherwise noted, these specifications are based on a unit with 1.38-m³ (1.81 cu. yd.), 1219-mm (48 in.), 735-kg (1,621 lb.) bucket, 2.71-m (8 ft. 11 in.) arm, full fuel tank, and 75-kg (165 lb.) operator.





SourcewellSM

Formerly the National Joint Powers Alliance (NJPA)

REQUEST FOR PROPOSAL

for the procurement of

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

RFP Opening

March 22, 2019

8:30 a.m. Central Time

At the offices of Sourcewell

202 12th Street Northeast, Staples, MN 56479

RFP #032119

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #032119 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning January 31, 2019. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until March 21, 2019 at 4:30 p.m. Central Time at the above address and opened March 22, 2019 at 8:30 a.m. Central Time.

RFP Timeline

January 31, 2019	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: www.sourcewell-mn.gov/compliance-legal/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia.
March 5, 2019 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
March 14, 2019	Deadline for RFP questions.
March 21, 2019 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
March 22, 2019 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: James Voelker at james.voelker@sourcewell-mn.gov or 218-895-4191.

SOURCEWELL Contract 032119-JDC**John Deere Construction Retail Sales -- effective 02 September 2021****U.S. Discounts****JOHN DEERE****CONFIDENTIAL**

John Deere Construction Models	U.S. Contract Discount
Articulated Dump Trucks	
260E	33.00%
310E	33.00%
410E-II	32.00%
460E-II	30.00%
Backhoes	
310L EP	45.00%
310L	46.00%
310SL	46.00%
310SL HL	46.00%
315SL	46.00%
410L	44.00%
710L	43.00%
Compact Track Loaders	
317G	32.00%
325G	32.00%
331G	32.00%
333G	32.00%
Dozers	
450K	29.00%
550K	29.00%
650K	29.00%
700L	26.00%
750L	25.00%
850L	28.00%
950K	33.00%
1050K	33.00%
Crawler Loaders	
655K	28.00%
755K	28.00%
Excavators	
75G	34.00%
85G	34.00%
130G FT4	36.00%
135G FT4	36.00%
160G LC FT4	36.00%
190GW FT4	44.00%
200G LC FT4	36.00%
210G LC FT4	36.00%

Quantity Discounts:

5-7 Machines	1%
8-14 Machines	2%
15-30 Machines	3%

Please contact local dealer for a quote:

<http://dealerlocator.deere.com/servlet/>

For contract questions, contact:

Brooke L. DeVol

Contract Administrator

John Deere Construction Retail Sales

309-207-0431

ForsbergBrookeL@JohnDeere.com

245G LC FT4	36.00%
250G LC FT4	35.00%
300G LC FT4	35.00%
345G LC FT4	31.00%
350G LC FT4	36.00%
380G LC FT4	36.00%
470G LC FT4	39.00%
670G LC FT4	39.00%
870G LC FT4	39.00%
ZX75US-5	34.00%
ZX85USB-5	34.00%
ZX130-6 FT4	36.00%
ZX135US-6 FT4	36.00%
ZX160 LC-6 FT4	36.00%
ZX180 LC-6 FT4	36.00%
ZX190W-6N FT4	44.00%
ZX210 LC-6 FT4	36.00%
ZX245 LC-6 FT4	36.00%
ZX250 LC-6 FT4	35.00%
ZX300 LC-6 FT4	35.00%
ZX345US LC-6N FT4	31.00%
ZX350 LC-6 FT4	36.00%
ZX380 LC-6 FT4	36.00%
ZX470 LC-6 FT4	39.00%
ZX670 LC-6 FT4	39.00%
ZX870 LC-6 FT4	39.00%
Excavators - Compact	
17G	29.00%
26G	29.00%
30G	29.00%
35G	29.00%
50G	29.00%
60G	29.00%
ZX17U-5	29.00%
ZX26U-5	29.00%
ZX30U-5	29.00%
ZX35U-6	29.00%
ZX50U-5	29.00%
ZX60U-5	29.00%
Feller Buncher	
859M	22.00%
Forwarder	
1910G	27.00%
Tractor Loader	
210L EP	39.00%
210L	39.00%
Motor Graders	
620G	43.00%
622G	43.00%
670G	44.00%
672G	44.00%
770G	45.00%

JOHN DEERE
CONFIDENTIAL

Quantity Discounts:	
5-7 Machines	1%
8-14 Machines	2%
15-30 Machines	3%

Please contact local dealer for a quote:

<http://dealerlocator.deere.com/servlet/>

For contract questions, contact:

Brooke L. DeVol

Contract Administrator

John Deere Construction Retail Sales

309-207-0431

ForsbergBrookeL@JohnDeere.com

772G	45.00%
870G	45.00%
872G	45.00%
Skid Steers	
316GR	32.00%
318G	32.00%
320G	32.00%
324G	32.00%
330G	32.00%
332G	32.00%
Skidder	
640L II	25.00%
Swing Machine	
2156G	29.00%
2654G	31.00%
2656G	31.00%
Wheel Loaders	
444 P	37.00%
524 P	40.00%
544 P	41.00%
624 P	40.00%
644 P	37.00%
644 X	37.00%
724 P	39.00%
744L	38.00%
824L	38.00%
844L	38.00%
844L AH	38.00%
944K	39.00%
Wheel Loaders - Compact	
204L	28.00%
244L	28.00%
304L	28.00%
324L	28.00%
344L	28.00%
Knuckleboom Loader	
437E	27.00%
Worksite Pro Attachments	
Various	20.00%

JOHN DEERE
CONFIDENTIAL

Quantity Discounts:	
5-7 Machines	1%
8-14 Machines	2%
15-30 Machines	3%

Please contact local dealer for a quote:
<http://dealerlocator.deere.com/servlet/>

For contract questions, contact:
Brooke L. DeVol
Contract Administrator
John Deere Construction Retail Sales
309-207-0431
ForsbergBrookeL@JohnDeere.com

SOURCEWELL Contract 032119-JDC
John Deere Construction Retail Sales -- effective 02 September 2021
CANADA Discounts

Canada pricing is based off U.S. List Price plus exchange factor at time of quote request.

John Deere Construction Models	Canada Contract Discount
Articulated Dump Trucks	
260E	33%
310E	33%
410E-II	32%
460E-II	30%
Backhoes	
310L EP	45%
310L	46%
310SL	46%
310SL HL	46%
315SL	46%
410L	44%
710L	43%
Compact Track Loaders	
317G	32%
325G	32%
331G	32%
333G	32%
Crawler Dozers	
450K	29%
550K	29%
650K	29%
700L	26%
750L	25%
850L	28%
950K	33%
1050K	33%
Crawler Loaders	
655K	28%
755K	28%
Excavators	
75G	34%
85G	34%
130G FT4	36%
135G FT4	36%

SOURCEWELL Contract 032119-JDC
John Deere Construction Retail Sales -- effective 02 September 2021
CANADA Discounts

Canada pricing is based off U.S. List Price plus exchange factor at time of quote request.

160G LC FT4	36%
190GW FT4	44%
200G LC FT4	36%
210G LC FT4	37%
245G LC FT4	36%
250G LC FT4	35%
300G LC FT4	35%
345G LC FT4	31%
350G LC FT4	36%
380G LC FT4	36%
470G LC FT4	40%
670G LC FT4	40%
870G LC FT4	40%
Excavators (Compact)	
17G	29%
26G	29%
30G	29%
35G	29%
50G	29%
60G	29%
Feller Buncher	
859M	22%
Forwarder	
1910G	27%
Tractor Loader	
210L EP	39%
210L	39%
Motor Graders	
620G	43%
622G	43%
670G	44%
672G	44%
770G	46%
772G	46%
870G	46%
872G	46%
Skid Steer Loaders	
316GR	32%
318G	32%

SOURCEWELL Contract 032119-JDC**John Deere Construction Retail Sales -- effective 02 September 2021****CANADA Discounts**

Canada pricing is based off U.S. List Price plus exchange factor at time of quote request.

320G	32%
324G	32%
330G	32%
332G	32%
Skidder	
640L II	26%
Swing Machine	
2156G	29%
2654G	31%
2656G	31%
Wheel Loaders	
444 P	37%
524 P	40%
544 P	41%
624 P	40%
644 P	37%
644 X	37%
644 G	36%
724 P	39%
744L	38%
824L	38%
844L	38%
844L AH	38%
944K	39%
Wheel Loader (Compact)	
204L	28%
244L	28%
304L	28%
324L	28%
344L	28%
Knuckleboom Loader	
437E	27%
Worksite Pro Attachments	
Various (~123)	20%

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: John Deere Construction Retail Sales (JDCRS)

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
3.14/6	Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor.	JDCRS approves dealer groups to sell direct under this contract upon their acceptance of the Sourcewell T&Cs. JDCRS will sell direct where a dealer group has yet to accept the contract terms. JDCRS and U.S. dealer sales reporting and admin fee payment functions will be processed by our JDCRS office. "Sub-contractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network. We request all sub-contractor verbiage/reference be stricken.	Sourcewell accepts
3.23.2/8	Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor.	"Sub-contractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network. We request all sub-contractor verbiage/reference be stricken.	Sourcewell accepts
3.28.1/10	With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-	We offer our contract to all eligible member agencies. Should any state, governing body, or buying agency impose or require any additional administrative or transaction fee of any kind, said	Sourcewell accepts

	4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.	fee will reduce the List discounts accordingly.	
5.18/16	Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by Sourcewell.	We offer our contract to all eligible member agencies. Should any state, governing body, or buying agency impose or require any additional administrative or transaction fee of any kind, said fee will reduce the List discounts accordingly.	Sourcewell accepts
5.51/18 5.54/18	Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.	Standard warranty defines covered items and services. Freight and transport to and from dealership are not covered items.	Sourcewell accepts
6.26/23	Subcontractors: Vendors' certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to Sourcewell separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.	"Subcontractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network. We request all subcontractor verbiage/reference be stricken.	Sourcewell accepts
7.13/27	The Vendor must immediately notify Sourcewell Members when they order an out-of-stock item.	Unless a dealer stock unit is being offered, retail machines are made to order. 90 day lead time or less is the general guidance, but there may be exceptions.	Sourcewell accepts
7.16/27-28	The Vendor must disclose to Sourcewell any litigation, bankruptcy, or suspensions / disbarments that occur during the Contract period.	As was clarified in the pre-proposal conference, what needs to be advised is any <i>major</i> scenario that would impact the vendor's financial standing and their ability to uphold the contract agreement. JDCRS is not at liberty to share all litigation scenarios that may arise. We request the "litigation" verbiage be stricken.	Sourcewell accepts the removal of "litigation;" however, all other requirements remain.
8.11/29	No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell.	We request permission to approve dealer groups to sell direct. Dealer groups must first agree to abide by the Sourcewell Terms & Conditions as agreed by JDCRS.	Sourcewell accepts

		<p>JDCRS will include U.S. dealer sales in our reporting and admin fee processing. Allowing so on the previous contract has proven value-added as it has allowed dealers to fully embrace the contract, streamlined the sales process, and continued to increase sales each year.</p>	
8.31/32	<p>Procurements by Sourcewell or Sourcewell Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the "Uniform Guidance" or "EDGAR"). The terms included in this section express</p> <p>Proposers willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars.</p>	<p>While JDCRS endeavors to supply all equipment requests, we cannot commit to all unknown requirements ahead of time. We will gladly review each request at time of inquiry for feasibility and follow-through as may be applicable.</p>	Sourcewell accepts
Form D/48	<p>The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.</p>	<p>"Subcontractor" does not apply to our dealer network. Our network is comprised of independently owned dealer groups that are bound by a dealer agreement. John Deere is not responsible for the acts or omissions of the dealer network</p> <p>We request all subcontractor verbiage/reference be stricken.</p>	Sourcewell accepts
Appendix D/69 (PDF copy)	<p>Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform</p>	<p>While JDCRS endeavors to supply all equipment requests, we cannot commit to all unknown requirements ahead of time. We will gladly review each request at time of inquiry for feasibility and follow-through as may be applicable.</p>	Sourcewell accepts

	<p>Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).</p> <p>The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars.</p>		

Proposer's Signature: _____

Date: _____

Sourcewell's clarification on exceptions listed above:





FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response ~~and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal~~. Exception is noted in our RFP response, asking for this text to be stricken as we do not use subcontractors. Our dealer network is independently owned

Company Name: John Deere Construction Retail Sales Date: 3/19/2019

Company Address: 1515 5th Avenue

City: Moline State: IL Zip: 61265

CAGE

Code/DUNS: 3PSD77142124762

Contact Person: Richard Murga Title: Contract Administrator

Authorized Signature: [Signature] Mark Oliver
(Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-JDC

Proposer's full legal name: John Deere Construction Retail Sales

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

COE02A139DD5488
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

DocuSigned by:

Chad Coquette

7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name

John Deere Construction Retail Sales

Authorized Signatory's Title

Manager, Contract Sales

VENDOR AUTHORIZED SIGNATURE

[Signature]

(NAME PRINTED OR TYPED)

*Mark Oliver*Executed on *10/1/19*, 20*19*

Sourcewell Contract # 032119-JDC



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: John Deere Construction Retail Sales

Address: 1515 5th Avenue

City/State/Zip: Moline, IL 61265

Telephone Number: 309-748-3418

E-mail Address: OliverMarkR@JohnDeere.com

Authorized Signature: *Mark Oliver*

Authorized Name (printed): Mark Oliver

Title: Manager Contract Sales

Date: 3/19/2019

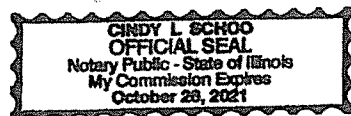
Notarized

Subscribed and sworn to before me this 14 day of MARCH, 2019

Notary Public in and for the County of ROCK ISLAND State of IL

My commission expires: 10/26/2021

Signature: *Cindy L. Schoo*



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: John Deere Construction Retail Sales

Questionnaire completed by: Richard Murga

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

JDCRS' only option for payment terms is Net 30 Days.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days.

John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.

John Deere Financial also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval.

All leasing and financing options are handled through the local dealer and John Deere Financial.
The lease/finance provider funds the contract sales invoice within 30 days.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

JDCRS authorizes U.S. dealer groups to sell direct after they agree to uphold Sourcewell's T&Cs in writing.

Sourcewell members will contact their local dealer for assistance with machine and option selection.
<https://dealerlocator.deere.com/servlet/country=US>

The local dealer will provide the contract quote. Sourcewell members will submit their purchase orders to the authorized quoting party noted on their contract quote. The quote number and the Sourcewell contract number must be noted on the PO. If a municipal lease is involved, that too must be made known on the PO.

JDCRS will ship the unit to the selling U.S. dealer. For sales outside of the U.S., the local selling dealer will quote and arrange the freight move from factory to dealer and from dealer to customer.

Setup, installs, inspection and final delivery are handled by the local dealer. Authorized seller will invoice Sourcewell member upon receipt of product delivery acceptance notice.

U.S. sales reports will be processed and submitted by JDCRS on a quarterly basis.

Canada sales reports will be processed and submitted by John Deere Limited on a quarterly basis. Per our previous Sourcewell addendum to expand into Canada, John Deere Limited is the Canada-based sales branch office that owns the relationship with the Canadian dealer groups.

- 4) **Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?**

P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.

Warranty

- 5) **Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.**

Copy of standard warranty is attached in addition to the below responses.



Standard
Warranty.pdf

- **Do your warranties cover all products, parts, and labor?**
12 months full machine standard warranty is provided, as outlined in the standard warranty document.
- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**
Full-size machines receive 12 months of coverage with no hour limit.
Compact machines (Commercial Worksite) receive 24 months of coverage with 2,000-hour limit.
Limitations on usage behavior are in place for all goods.
- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?** No
- **Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs?** No **How will Sourcewell Members in these regions be provided service for warranty repair?** Dealers are assigned for coverage of the entire U.S.
- **Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?** As outlined in the standard warranty document, non-Deere items are handled by original OEM.
- **What are your proposed exchange and return programs and policies?**
As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts... of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See full text for detailed explanation.

- 6) **Describe any service contract options for the items included in your proposal.**

No service contracts are made part of this RFP response or resultant award. Local dealers are allowed to quote service contracts and extended warranties at time of machine quote for buying agency's consideration.

Pricing, Delivery, Audits, and Administrative Fee

- 7) **Provide a general narrative description of the equipment/products and related services you are offering in your proposal.**

Customer solutions offered in response to this RFP are John Deere's Construction Equipment (CE) and Compact Construction Equipment (CCE) product lines. Heavy, medium and compact machines are available to meet the Sourcewell members' needs. Specifically, there are 15 categories of 90 plus machines, each with their own factory options and attachments. Additionally, there are 120 plus attachment offerings to be used in conjunction with the compact line of machines. Many of these attachments are functional on a variety of the four compact machine categories, adding great versatility to the end-user. Further, local dealers will have the ability to provide customer requested goods and services to complete the desired machine functionality.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

As in previous contracts, we will use a discount off current List price for each product model. Complete commercial price pages as well as a discount matrix are included with our bid response. Base machine and four-digit factory build codes will receive the machine discount. Non-factory items will be quoted by the dealer.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The discount range varies from 20% to 44% off our published List prices.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ____X____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

5-7 machines receive 1% additional discount
8-14 machines receive 2% additional discount
15-30 machines receive 3% additional discount

No rebates are offered.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

JDCRS can certainly offer "Sourced Goods". "Sourced Goods" are also referred to by John Deere as non-contract items, allied items, referral attachments, dealer provided goods/services... We define non-contract as John Deere non-factory items, such as Field Kits and Parts for dealer installation that appear in the price pages. Allied equipment is defined as other OEM equipment (ex. Bradco Rock Saw). Dealer provided goods/services are items such as: Attachments, Parts, Setup, Installs, Inspection, Preventative Maintenance services, Extended Warranty...

Non-contract, allied, and dealer provided goods/services would be sold as sourced goods and the price of the item or service is quoted by the John Deere dealer. Sourced goods will appear on the quote along with the contract item and would be listed as "Dealer provide..."

For example, a Sourcewell Member could purchase a John Deere Skid Steer Loader, an extra fuel tank cap (non-contract part) and a Bradco Rock Saw (allied) by utilizing the Sourcewell contract, but the price of the fuel tank cap and rock saw would be determined by the John Deere dealer and both would be listed on the PO as "Dealer provided fuel cap and Dealer provided Bradco Rock Saw". We successfully use this process on other contracts.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer.

Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer.

Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity.

Taxes: Local taxes, if applicable, will be assessed.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

JDCRS believes that charging the corporate contracted freight rates for each and every sale is most equitable due to the known sizes & weights and unknown distances that goods will travel to reach the Sourcewell member's local John Deere dealership. All shipments in the continental U.S. (CONUS) region will therefore be FOB Destination, Pre-Paid and Added. Factory to dealer freight will be quoted. Local delivery by dealer to customer location will also be quoted.

Prospective buying agency must supply the full address for the end-user's delivery location at time of quote request. Should buying agency choose not to use their nearest compact equipment dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly. Full-size equipment dealers have a defined coverage area and are not selectable by the customer.

JDCRS will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, installs/setup/inspection by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there may be exceptions from time to time.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

As is the case for the continental U.S., factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced. Location specific constraints related to moves by; ocean, barge, inland... may affect final delivery time.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

None noted that vary from what has previously been described. Should a request come in that requires further consideration, we will be happy to review for applicability.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.**

For sales that are processed through our office, the quote and purchase order are reviewed by the in-house account manager for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process.

Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and contract discounts. Additionally, the accuracy of the contract sales reporting and administrative fee paying are also audited.

For sales that are processed through the dealer network, the quote and purchase order are reviewed by the selling dealer. Dealers acquire the machines at a discount when selling through this contract. A program code has been established for use at time of dealer settlement to claim their discount. On a quarterly basis, JDCRS receives a dealer settlement report from which the dealer sales are retrieved and added to the in-house sales noted above. Together, the full report is reviewed, approved and processed for sales reporting to Sourcewell and for payment of admin fees.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)**

We propose a 1% admin fee applicable only to the equipment's contract selling price (list price of equipment on contract reduced by the contract discount percentage). The incidental, non-factory items and dealer provided goods and services (all items not priced/discounted by contract), will be excluded from the calculation. This process has proven functional in the past to accurately report sales activity stemming from dealers across the nation and for paying admin fees in a timely fashion.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.**

John Deere is registered with the International Standards Organization 9001 for quality management.

- 20) Describe any environmental management system certifications obtained by your organization.**

For more information on John Deere's Environmental Stewardship visit:

http://www.deere.com/en_US/corporate/our_company/citizenship/environmental_stewardship/environmental_stewardship.page?

- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.**

Preventative maintenance services are dealer-provided. Please review Form P item 12 above.

Signature: _____

Date: _____

AMENDMENT TO
Sourcewell Contract #032119-JDC

This AMENDMENT ("Amendment") to Sourcewell Contract # 032119-JDC ("Agreement") is effective on the date hereof, by and between Sourcewell® and John Deere Construction Retail Sales ("Vendor")

WHEREAS, Vendor was awarded a Sourcewell Contract for Heavy Construction Equipment with Related Accessories, Attachments and Supplies effective May 13, 2019 until May 13, 2023 relating to the provision of products and services to Sourcewell and its members;

WHEREAS, John Deere Construction Retail Sales and Wirtgen America, Inc. have historically held separate Sourcewell contracts, it was errantly assumed separate submittals was the most appropriate response for RFP 032119. It has been since determined that the most effective way to serve Sourcewell members is to provide both John Deere and Wirtgen America offerings in tandem through contract award, 032119-JDC. John Deere Construction Retail Sales will remain the contract holder and Wirtgen America, Inc.'s products, ordering process, and sales/administration contacts will be included in John Deere's portfolio for direct purchase and processing through the Wirtgen America, Inc. dealer channel. To summarize; John Deere offerings will only be sold through John Deere Construction Retail Sales and its authorized dealer channel, Wirtgen America, Inc. offerings will only be sold through Wirtgen America, Inc. and its authorized dealer channel. Those wishing to engage either product line must do so through the appropriate dealer channel;

WHEREAS, Vendor and Sourcewell desire to add Wirtgen America, Inc.'s product line (Wirtgen, Hamm and Vogeles brands) under the Agreement (all sold by Wirtgen America, Inc. dealers);

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. shall be supporting sales of Wirtgen America offerings to Sourcewell members within the U.S. and Canada as well as responsible for related sales reporting and administrative fee paying;

WHEREAS, Vendor and Sourcewell acknowledge that Wirtgen America, Inc. failure to perform to contract terms and conditions may result in termination of contract;

WHEREAS, all parties agree that certain terms within the Agreement shall be updated and amended; and only to the extent as hereunder provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements described in this Amendment, the parties hereby agree as follows:

1. Form P Question 4 response is amended as follows:
After the first paragraph, insert:
"Wirtgen America, Inc. does not accept the P-card procurement and payment process."

2. Form P Question 5 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc. also offers 12 months of standard warranty but with a 1,000-hour limit.”
3. Form P Question 7 response is amended as follows:
After the first paragraph, insert:
“Wirtgen America, Inc.’s product line (Wirtgen, Hamm and Voge) is being offered to provide 130+ equipment variations in the following categories: Milling, Recycling, Stabilizing, Paving, Spreading, Compacting and Rollers. Further, local dealers will be allowed to provide customer requested goods and services to complete the desired machine functionality.

John Deere Construction Retail Sales will also be offering Program Eligible machines to Sourcewell members in both the U.S. and Canada. “Program Eligible” opens the contract’s machine eligibility to include Demonstration machines, Training Center machines and Marketing machines as defined below.

Program Eligible Criteria:

Never retailed,
Less than three years old for compact and mid-size machines,
Less than four years old for Production Class Equipment (Articulated Dump Trucks, 950 and larger size Dozers, 470 and larger size Excavators, 744 and larger size 4WD Loaders).

Program Eligible Pricing Model:

Original List - Contract Discount = Standard Contract Selling Price
Standard Contract Selling Price - Depreciation = Program Eligible Selling Price.
Depreciation varies based on age, hours, and machine type.
Depreciation is negotiated between dealer and customer.
Sourcewell Administration Fee will be paid on Standard Contract Selling Price.”

4. Form P Question 9 response is amended as follows:
Replace the initial response with the following verbiage:
“The discount range varies from 17% to 44% off the manufacturer’s published List prices.”
5. Lastly, Form P Question 3 and Form A question 32 identify the John Deere sales branch in Canada as “John Deere Limited”, the proper business name is “John Deere Canada ULC.”

Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

Sourcewell®

DocuSigned by:
x Jeremy Schwartz
Authorized Signature – Signed

By Jeremy Schwartz
Name – Printed

Title Director of Operations & Procurement/CPO

Date 3/12/2020 | 1:59 PM CDT

John Deere Construction Retail Sales

DocuSigned by:
x Richard Murga
Authorized Signature – Signed

By Richard Murga
Name – Printed

Title Account Manager, Fed & State

Date 3/12/2020 | 1:43 PM CDT

APPROVED:

Sourcewell®

DocuSigned by:
x Chad Coauette
Authorized Signature – Signed

By Chad Coauette
Name – Printed

Title Executive Director / CEO

Date 3/12/2020 | 2:08 PM CDT

**AMENDMENT #2
TO
SOURCEWELL CONTRACT #032119-JDC**

This Amendment is by and between **Sourcewell** (Sourcewell) and **John Deere Construction Retail Sales, a division of John Deere Shared Services, Inc.** (Vendor).

Vendor was awarded a Sourcewell contract for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies #032119-JDC (Original Contract). The parties agree that certain terms within the Original Contract will be amended as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Form P, Question 18, is modified to read that Vendor's Administrative Fee will be 0.50%.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

By: Jeremy Schwartz
AuthC: C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 3/18/2020 | 3:25 PM CDT

APPROVED:

By: Chad Coquette
AuthC: 7E42B8F817A64CC...

Chad Coquette
Name – Printed

Title: Executive Director/CEO

Date: 3/18/2020 | 5:05 PM CDT

**John Deere Construction Retail Sales, a
division of John Deere Shared Services, Inc.**

By: Richard Murga
AuthC: B5FD5EF8EF6045A...

Richard Murga
Name – Printed

Title: Contract Administrator

Date: 3/18/2020 | 12:27 PM CDT

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-JDC

Proposer's full legal name: John Deere Construction Retail Sales

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

COED2A139DD8489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E42BBF817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name John Deere Construction Retail Sales

Authorized Signatory's Title Manager, Contract Sales

Mark Oliver

VENDOR AUTHORIZED SIGNATURE

Mark Oliver

(NAME PRINTED OR TYPED)

Executed on 10 May, 2019

Sourcewell Contract # 032119-JDC

AGENDA ITEM #13

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa, Purchasing Manager
DATE: October 28, 2021
SUBJECT: Purchase of Cat Model 813 Wheeled Compactor

Summary:

This item authorizes the purchase of New Cat Model 813 Wheeled Compactor from BD Holt Co., through Sourcewell Purchasing Cooperative Contract #032119-Cat for the City of Kingsville Landfill Sanitation Department.

Background:

The existing wheeled compactor is approximately 7+ years old and has been sent in to repairs frequently and has had engine replaced under warranty. The Landfill Department wheeled compactor is major component to the landfill daily operation. Frequent repair has caused the Landfill Department to use dozers and rental equipment to compact trash, thus increasing maintenance and operation expenses. The purchase of new wheeled compactor will increase productivity and decrease operation expenses.

Financial Impact:

Funds are available through 126-5-1702-71200 on a tax incentive note, of which \$485,342.00 are available this fiscal year.

Recommendation:

It is recommended the City Purchase the Cat Model 813 Wheeled Compactor from BD Holt Co., through Sourcewell. Sourcewell is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.



**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER**PO Number:** 220290**Date:** 10/21/2021**Requisition #:** REQ21757**Vendor #:** 1274

ISSUED TO: BD Holt Co
P O BOX 650345
DALLAS, TX 75265-0345

SHIP TO: Purchasing Dept.
Attn:Charlie Sosa
400 W King
Kingsville, TX 78363

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 Cat Wheeled Trash Compactor Model 816	126-5-1702-71200		485,382.00	485,382.00

Authorized by: _____

SUBTOTAL:	485,382.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	485,382.00

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax -- ID# 74-6001513



City of Kingsville, TX

Budget Report

Account Summary

For Fiscal: 10/2021-09/2022 Period Ending: 10/31/2021

Fund: 126 - GF TAX NOTES SERIES 2022

Expense

126-5-1702-71200

Machinery/Equipment

Original		Current		Period Activity	Fiscal Activity	Encumbrances	Variance	
Total Budget	Total Budget	Total Budget	Total Budget				Favorable (Unfavorable)	Percent Remaining
485,382.00	485,382.00	485,382.00	485,382.00	0.00	0.00	485,382.00	0.00	0.00 %
485,382.00	485,382.00	485,382.00	485,382.00	0.00	0.00	485,382.00	0.00	0.00 %
485,382.00	485,382.00	485,382.00	485,382.00	0.00	0.00	485,382.00	0.00	0.00 %
485,382.00	485,382.00	485,382.00	485,382.00	0.00	0.00	485,382.00	0.00	0.00 %

Expense Total:

Fund: 126 - GF TAX NOTES SERIES 2022 Total:

Report Total:

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance		Percent Remaining
						Favorable	(Unfavorable)	
Fund: 126 - GF TAX NOTES SERIES 2022 Expense	485,382.00	485,382.00	0.00	0.00	485,382.00	0.00	0.00	0.00 %
	485,382.00	485,382.00	0.00	0.00	485,382.00	0.00	0.00	0.00 %
	485,382.00	485,382.00	0.00	0.00	485,382.00	0.00	0.00	0.00 %

Fund: 126 - GF TAX NOTES SERIES 2022 Total:

Report Total:

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Remaining
126 - GF TAX NOTES SERIES 2022	485,382.00	485,382.00	0.00	0.00	485,382.00	0.00	0.00 %
Report Total:	485,382.00	485,382.00	0.00	0.00	485,382.00	0.00	0.00 %



SourcewellSM

Formerly the National Joint Powers Alliance (NJPA)

REQUEST FOR PROPOSAL

for the procurement of

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

RFP Opening

March 22, 2019

8:30 a.m. Central Time

At the offices of Sourcewell

202 12th Street Northeast, Staples, MN 56479

RFP #032119

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #032119 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning January 31, 2019. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until March 21, 2019 at 4:30 p.m. Central Time at the above address and opened March 22, 2019 at 8:30 a.m. Central Time.

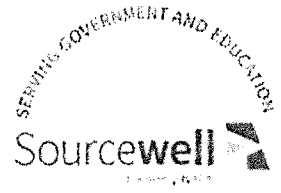
RFP Timeline

January 31, 2019	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: www.sourcewell-mn.gov/compliance-legal/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia.
March 5, 2019 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
March 14, 2019	Deadline for RFP questions.
March 21, 2019 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
March 22, 2019 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: James Voelker at james.voelker@sourcewell-mn.gov or 218-895-4191.

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

CR5D2A139D0848B
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E42B8F817A54CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North American Industry Manager

Patrick Keains

VENDOR AUTHORIZED SIGNATURE

Patrick Keains
(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: *Attes. A. Rudpath* Date: 3/13/19

Sourcewell's clarification on exceptions listed above:



**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.

Contract Award
RFP #032019

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature:  Patrick Kearns
(Name printed or typed)

**FORM E****CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz

005D2A13900648B
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

Chad Coquette

7E42BBF817A84CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

[Signature]

VENDOR AUTHORIZED SIGNATURE

Patrick Keams

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

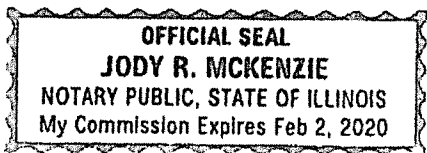
Authorized Signature: *Patrick Keenan*

Authorized Name (printed): Patrick Keenan

Title: North America Industry Manager

Date: 3/6/19

Notarized



Subscribed and sworn to before me this 6th day of March, 2019

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: *Jody R. McKenzie*



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____ Caterpillar Inc. _____

Questionnaire completed by: _____ Patty Redpath _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Our dealers accept payment from members and their terms may vary. The most common term is net 30.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

- 1) When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.
- 2) The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.
- 3) After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.
- 4) At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.

Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

- 6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

- 1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

- a) Powertrain
- b) Powertrain + Hydraulics

- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcwell members are better than what is widely available to non-member/private purchasers.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ **X** c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcwell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcwell member number on the PO and/or invoice shall be deemed sufficient.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcwell discount.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcwell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
N4 - Advanced Components and Technologies, Mossville (IL), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
T3 - Solar Turbines Europe S.A. - Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
T3 - Solar Turbines Inc. - Turbomachinery Prod, DeZavala Road, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-July-2021)
T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
 T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
 T3 - Solar Turbines Switzerland Sagl, 6595 Riazino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
 UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
 UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
 UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
 UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
 XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
 XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
 YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
 YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
 ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our “green initiatives” more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
 Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
 Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
 Mapleton - 14001:2004 self-certification - issued January 2013
 Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
 Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisionLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The “Cat Inspect” app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer’s ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Peter A. Reddy Date: 3/13/19

**AMENDMENT #1
TO
CONTRACT #032119-CAT**

THIS AMENDMENT is by and between **Sourcewell** and **Caterpillar Inc.** (Vendor).

Sourcewell awarded a contract to Vendor for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies effective May 13, 2019, through May 13, 2023 (Contract). Vendor implemented changes to its dealer reporting system and now wishes to modify the Contract to accurately report Administrative Fee payment calculations.

The parties wish to amend the following terms within the Contract:

1. This Amendment is effective upon the date of the last signature below.
2. Any Contract term related to calculation of Administrative Fee that is paid to Sourcewell is deleted and replaced with the following:

"Vendor will pay to Sourcewell an Administration Fee calculated at 0.33% of Caterpillar's MSRP for each piece of equipment purchased by Sourcewell's Participating Entities. Caterpillar will pay the Administration Fee to Sourcewell on a quarterly basis."

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By: DocuSigned by:
Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

Date: 7/12/2021 | 7:35 PM CDT

Approved:

By: DocuSigned by:
Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 7/12/2021 | 8:38 PM CDT

Caterpillar Inc.

By: DocuSigned by:
Dawn Zink
Dawn Zink

Title: Caterpillar Governmental Marketing Manager

Date: 7/12/2021 | 3:32 PM CDT

Proposal Opening Record

Date of opening: March 22, 2019

The public opening of all responses received to the Request For Proposal #032119 for the procurement of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES was witnessed by the following individuals:

Carol Jackson, Sourcewell
Sheila Christoffersen, Sourcewell
Kim Austin, Sourcewell
Steff Haataja, Sourcewell
Greg Grunig, Sourcewell
Craig West, Sourcewell
James Voelker, Sourcewell
Michael Munoz, Sourcewell
Scott Carr, Sourcewell
Chris Robinson, Sourcewell
Josh Meech, Sourcewell

Responses were received from the following:

BOMAG Americas, Inc. - received 3/21/19 at 11:25:14 AM

Proposer deemed responsive

Caterpillar Inc. – received 3/15/19 at 11:08:37 AM

Proposer deemed responsive

CNH Industrial America LLC – received 3/15/19 at 11:08:27 AM

Proposer deemed responsive

Doggett Heavy Machinery - received 3/20/19 at 11:48:28 AM

Proposer deemed Level-One Non-Responsive

Form A not completed

Form C not signed

Form P not completed

Doosan Infracore North America, LLC – received 3/19/19 at 11:33:03 AM

Proposer deemed responsive

Dynapac North America LLC – received 3/20/19 at 11:05:58 AM

Proposer deemed responsive

Certificate of Insurance omitted

Grove U.S. L.L.C. (dba Manitowac) - received 3/19/19 at 11:17:18 AM

Proposer deemed responsive

Hyundai Construction Equipment Americas, Inc. – received 3/20/19 at 11:05:26 AM

Proposer deemed responsive

John Deere Construction Retail Sales - received 3/19/19 at 11:17:12 AM

Proposer deemed responsive

Kobelco Construction Machinery USA, Inc. – received 3/12/19 at 11:55:55 AM

Proposer deemed responsive

Komatsu America Corp. – received 3/19/19 at 11:32:55 AM

Proposer deemed responsive

Link Belt Cranes - received 3/21/19 at 11:25:06 AM

Proposer deemed responsive

Roadtec, Inc – received 3/19/19 at 11:32:46 AM

Proposer deemed responsive

Volvo Construction Equipment North America, LLC – received 3/18/19 at 11:45:54 AM

Proposer deemed responsive

Addendum One omitted

Volvo Construction Equipment North America, LLC – received 3/20/19 at 11:48:32 AM

Proposer deemed responsive

Addendum One added to original proposal

Wirtgen America, Inc. – received 3/20/19 at 11:05:34 AM

Proposer deemed responsive

Proposals are evaluated first on level-one responsiveness and that determination is noted above. Level-one responsiveness requires, among other things, that the response be received before the deadline for the submission and that the response include completed copies (with signatures) of the requested forms.

Proposers that are deemed level-one responsive must provide any missing documentation or remedy a noted deficiency within a reasonable time in order to remain responsive. Respondents must not provide additional substantive information when sending missing documentation.

DocuSigned by:

James Voelker

15F6CCFFA61E4A0...

James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:

Carol Jackson

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst III

AGENDA ITEM #14

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa, Purchasing Manager
DATE: October 27, 2021
SUBJECT: Purchase of One Commercial Vactor Truck for Wastewater Dept

Summary:

This item authorizes the purchase of One Commercial Vactor Truck from Austin Freightliner Inc. through BuyBoard Purchasing Cooperative Contract #601-19 for the City of Kingsville Wastewater Department.

Background:

The existing vactor truck is 9 years old and has been sent in to repairs frequently. The wastewater vactor truck is used to clean out manholes that may backup due to sludge accumulation. Frequent repair has caused the wastewater department to use outside contractors and manual manpower to clear out backups thus increasing maintenance and operation expenses. The purchase of new vactor truck will increase productivity and decrease operation expenses.

Financial Impact:

Funds are available through 127-5-7003-71200 on a tax incentive note, of which \$416,575.00 are available this fiscal year.

Recommendation:

It is recommended the City Purchase the 2022 Vactor Truck with Austin Freightliner Inc. through BuyBoard. BuyBoard is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.



**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER**PO Number:** 220345**Date:** 10/27/2021**Requisition #:** REQ21816**Vendor #:** 4133

ISSUED TO: Freightliner of Austin
1701 Smith Road
Austin, TX 78721

SHIP TO: Purchasing Dept.
Attn:Charlie Sosa
400 W King
Kingsville, TX 78363

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1	2022 Freightliner Vator Combo Unit	127-5-7003-71200		416,575.00	416,575.00

Authorized by: _____

SUBTOTAL:	416,575.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	416,575.00

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax -- ID# 74-6001513



City of Kingsville, TX

Budget Report

Account Summary

For Fiscal: 10/2021-09/2022 Period Ending: 10/31/2021

Fund: 127 - UF TAX NOTES SERIES 2022

Expense

127-5-7003-71200

Machinery/Equipment

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
	416,575.00	416,575.00	0.00	0.00	416,575.00	0.00	0.00 %
Expense Total:	416,575.00	416,575.00	0.00	0.00	416,575.00	0.00	0.00 %
Fund: 127 - UF TAX NOTES SERIES 2022 Total:	416,575.00	416,575.00	0.00	0.00	416,575.00	0.00	0.00 %
Report Total:	416,575.00	416,575.00	0.00	0.00	416,575.00	0.00	0.00 %

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance		Percent Remaining
						Favorable	(Unfavorable)	
Fund: 127 - UF TAX NOTES SERIES 2022								
Expense								
	416,575.00	416,575.00	0.00	0.00	416,575.00	0.00	0.00	0.00 %
Fund: 127 - UF TAX NOTES SERIES 2022 Total:	416,575.00	416,575.00	0.00	0.00	416,575.00	0.00	0.00	0.00 %
Report Total:	416,575.00	416,575.00	0.00	0.00	416,575.00	0.00	0.00	0.00 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Remaining
127 - UF TAX NOTES SERIES 2022	416,575.00	416,575.00	0.00	0.00	416,575.00	0.00	0.00 %
Report Total:	416,575.00	416,575.00	0.00	0.00	416,575.00	0.00	0.00 %



FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721

Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV.

PURCHASING NAME

City of Kingsville

ADDRESS

CITY

Kingsville

TELEPHONE

STATE

TX

ZIP CODE

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR 2022	MAKE FREIGHTLINER	MODEL/BODY 114SD	VIN NM4005	LICENSE PLATE
A documentary fee is not an official fee, a documentary fee is not required by law but may be charged to buyers for handling documents and performing services relating to the the closing of a sale. Buyers may avoid payment of the fee to the seller by handling the documents and performing the services relating to the closing of the sale. A documentary fee may not exceed \$50.00. This notice is required by law.				
El cobro documental no es un cobro oficial. El cobro documental no es un requisito bajo la ley, pero se le puede cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de manejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los \$50.00 (U.S.) Este aviso es requerido bajo la ley.				
MILEAGE:				
BUY BOARD CONTRACT #601-19				
CHASSIS SELLING PRICE				\$ 70,282.00
OPTION CONTENT				\$ 37,083.00
VACTOR 2100i COMBO UNIT				\$ 308,810.00
Ref. Quote # 2020-36702 from Kinloch Equipment & Supply				
BUY BOARD FEE				\$ 400.00
NOTE: Prices quoted herein are firm until 12/31/21				
Disclaimer of Warranties				
Any warranties on the products sold hereby are those made by the factory. The Seller, Freightliner of Austin, hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and Freightliner of Austin, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle.				
CUSTOMER SIGNATURE				
SALESMAN SIGNATURE KEVIN KRIEG				

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. *The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. *

MILEAGE:		TRADE-IN		
YEAR 2012	MAKE Freightliner	MODEL/BODY Vactor 2100+	VIN 1FVHG3DV4CDBM4516	LICENSE PLATE
MILEAGE:		TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
PAYOFF TO:		TOTAL		\$ 416,575.00
ADDRESS:		Trade Allowance		\$ (35,990.00)
TELEPHONE: / FAX:		Trading Difference		N/A
GOOD UNTIL:		Sales Tax		N/A
QUOTED BY:		Vehicle Inventory Tax		N/A
SHOW LIEN TO:		License Fee		N/A
ADDRESS:		Documentary Fee		N/A
		Federal Excise Tax		N/A
		State Insp.:		TOTAL SALE PRICE
DATED:		License:		\$ 380,585.00
DRAFT FOR \$		Title:		Payoff on Trade
DRAFT THRU:		Transfer:		Ext. Service Agreement
ADDRESS:				Less Deposit
				Total Balance Due
				\$ 380,585.00

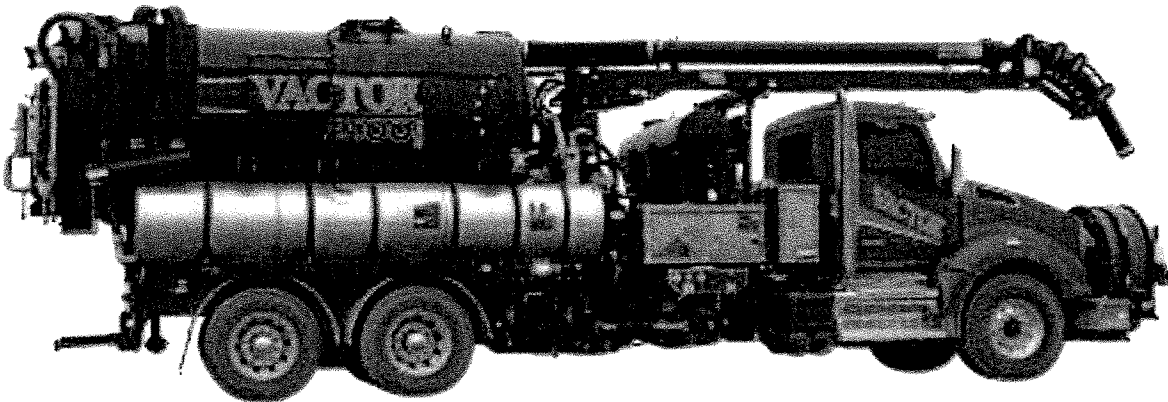
Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be



Kinloch
Equipment & Supply, Inc.

Presents a Proposal Summary

of the



2100i

Combination Single Engine Sewer Cleaner with Positive Displacement Vacuum System Mounted on a
Freightliner M-2 114SD Heavy Duty Truck Chassis

for

City of Kingsville, Texas



Rafael Castillo
Tel: (956)463-6514

PRODUCT DESCRIPTION

- 2100i with Roots 821-15" Hg. Blower, 12 Yard Debris body, 1300 Gallons of Fresh Water

STANDARD FEATURES

- 48" x 22" x 24" Curb Side Aluminum Toolbox
- Aluminum Fenders
- Mud Flaps
- Electric/Hydraulic Four Way Boom
- Color Coded Sealed Electrical System
- Remote Pendant Control w/35' Cord
- Intuitouch Electronic Package
- Double Acting Dump Hoist Cylinder
- Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
- 3" Y-Strainer at Water Pump Inlet
- Ex-Ten Steel Cylindrical Debris Tank
- Flexible Hose Guide
- 30 Deg. Sand Nozzle w/Carbide Inserts
- 30 Deg. Sanitary Nozzle w/Carbide Inserts
- 15 Deg. Penetrator Nozzle w/Carbide Inserts
- Nozzle Storage Rack
- Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
- 1" Nozzle
- 10' Leader Hose
- Flat Rear Door w/Hydraulic Locks and Door Power-up/Down, Open/Close Feature
- Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
- Debris Body Vacuum Relief System
- Debris Deflector Plate
- 60" Dump Height
- Water Sight Gauge DS/PS
- Liquid Float Level Indicator
- Roots 821-15" Hg. Blower
- Boom Transport Post Storage
- 3" Y-Strainer @ Water Pump w/3" Drain Valve
- Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
- 1" Water Relief Valve for Vactor Water Pump
- Stainless Steel Microstrainer
- Blower Air Shift Controls
- Hydraulic Cooling Package
- Midship Handgun Coupling
- Side Mounted Water Pump
- Hose Wind Guide (Dual Roller)
- Hose Reel Manual Hyd. Extend/Retract
- Hose Reel Chain Cover (Full)
- Tachometer/Chassis Engine W/Hourmeter
- Circuit Breakers
- LED Lights. Clearance, Back-Up, Stop, Tail & Turn
- Tow Hooks, Front and Rear
- Electronic Back-Up Alarm
- Hydraulic Tank Shutoff Valves
- 7" Vacuum Pipe Package
- Emergency Flare Kit
- Fire Extinguisher 5 Lbs.
- Fixed Rear Door Pipe Rack, 7" Pipe
- Low Water Alarm with Water Pump Flow Indicator
- Front Joystick Boom Control

- Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
- Digital Hose Footage Counter
- Water Pump Hour Meter
- PTO Hour Meter
- Hydraulic Oil Temp Alarm
- Digital Water Pressure Gauge
- Chassis Modifications

ADDITIONAL FEATURES

- Stainless Steel Cage for Float Shut Off System
- 180 Degree Rotation, 10 Ft. Telescoping Boom x 15 Ft. Hydraulic Extendable
- 80 GPM Variable Flow Water System
- 2500 PSI Water Pressure
- 1" x 800' Piranha Sewer Hose, 2500 PSI
- Hydraulic Extending/Rotating 15" Hose Reel (1" x 800') Capacity
- Module Paint, Dupont Imron Elite - Sanded Primer Base
- Debris Body Flush Out System
- 6" Knife Valve w/Cam-Loc, Rear Door, 3:00 Position
- Centrifugal Separators, 304 Stainless Steel
- Folding Pipe Rack, Curbside, 7" Pipe
- Rear Door Splash Shield
- Lube Manifold
- Plastic Lube Chart
- Hot Shift Blower Drive
- Rotatable Boom Inlet Hose, 10 x 15 RDB
- Anti Splash Valve
- Handgun Couplers, Front and Rear
- Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
- Rodder Hose Pinch Roller
- High Pressured Hose Reel
- Rodder Pump Drain Valves
- Rear Directional Control, LED Arrowboard
- Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug
- Rear Mounted, LED Beacon Light w/ Limb Guard
- Front Mounted, LED Beacon Light w/Limb Guard
- Worklights (2), LED, 10 x 15 RDB
- Worklight, LED, Operators Station
- Toolbox, Behind Cab
- Camera System, Front and Rear
- Safety Cone Storage Rack - Post Style
- Digital Water Level Indicator
- Digital Debris Body Level Indicator
- Blower High Temperature Safety Shutdown
- Vactor Standard Manual and USB Version - 1

Chassis Source – Freightliner of Austin (Current BuyBoard Contract Holder)

Module Paint Match Cab - No

Module Paint Color - Blue

Module Paint Color Code - N4636H

Cab Color - White

Door Stripe Color - None

Chassis Axle - Tandem

Total Includes F.O.B. Kingsville, TX:

\$416,575.00

Product Model: 2100i

Proposal Date: 3/2/2021

Quote Number: 2021-40283

Price List Date: 1/1/2021

P.O. Number:

Payment Terms: Net Due Upon Delivery

Proposal Notes:

1. All prices quoted are in US Dollars unless otherwise noted.
2. Prices quoted herein are firm until 12/31/21.
3. All prices herein are in accordance to BuyBoard Contract # 539-19
4. The proposal is made as a matter of convenience. Per State of Texas Motor Vehicle laws, any order generated as a result of this proposal needs to be made in favor of Freightliner of Austin as the franchise motor vehicle dealer for Freightliner trucks for the State of Texas under the BuyBoard contract.

SIGNED BY:

_____ Date: _____

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, HXX Series and Jetters

10 years against water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 yrs. against any factory defect in material or workmanship.

2100 Series, HXX Series and Guzzler only

5 years against leakage of debris tank, centrifugal compressor or housing due to rust-through.

2100 Series and Jetters

2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.



VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364





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Bonding Regulatory Notice

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.



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NOTICE OF PROPOSAL INVITATION AND INSTRUCTIONS TO PROPOSERS

The Local Government Purchasing Cooperative (Cooperative), 12007 Research Blvd., Austin, Texas 78759 is a statewide purchasing cooperative for school districts, junior colleges, cities, counties, and other political subdivisions. The Texas Association of School Boards, Inc. (TASB), a Texas nonprofit corporation, 12007 Research Blvd., Austin, Texas 78759, assisted in the formation of the Cooperative, and TASB along with the Texas Municipal League (TML), a Texas unincorporated nonprofit association, 1821 Rutherford Lane, Austin, Texas 78754 and the Texas Association of Counties (TAC), a Texas nonprofit association, 1204 San Antonio, Austin, Texas 78701 all endorse the Cooperative.

The Cooperative's contracts for commodities and services will be available to the members of TASB, TML, and TAC, and other local governmental entities that are members of the Cooperative eligible to purchase through a government purchasing cooperative or interlocal contract. TASB, the Cooperative's administrator, provides the electronic commerce technology to the Cooperative to enable members' purchasing to be accomplished electronically.

Unless a different time period is stated in the General Information document for this Proposal Invitation, questions, requests for information or clarification, or comments regarding this Proposal Invitation, including the specifications, must be submitted in writing, addressed as indicated below, and received by the Cooperative no later than the 10th business day before the Proposal Due Date. The Cooperative will respond only to written questions.

The Local Government Purchasing Cooperative
Attn: Director of Cooperative Procurement
12007 Research Blvd.
Austin, TX 78759
Phone: 512-467-0222
Fax: 800-211-5454
E-Mail: bids@buyboard.com

Sealed proposals are being solicited for the products, supplies, services and/or equipment as set forth in this Proposal Invitation and are solicited on behalf of all present and future members of the Cooperative. There may be over 1,000 Texas public school districts and junior colleges, over 900 municipalities, 400 counties, and numerous other political subdivisions (i.e. river authorities, special districts, public housing authorities, etc.) participating in the Cooperative at any given time. Awarded products may also be available to the administrator's nonprofit entity BuyBoard subscribers and, in the event of a piggyback award, members of the National Purchasing Cooperative as further explained in the Proposal Invitation.

PROPOSAL SUBMISSION INSTRUCTIONS

Completed sealed proposals for **Proposal No. 601-19 for Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor must be received on or before 4:00 PM August 1, 2019**, either by submitting the Proposal electronically through the Cooperative's designated website or by hard copy submission as set out below. **Late proposals will not be accepted.**

Electronic Proposal Submission:

The Cooperative is now accepting electronic proposal submission and is requesting that Vendors submit proposals electronically via the following website:

buyboard.com/vendor

There is no cost to the Vendor to register or use the electronic proposal submission option.



Vendor Contract Information Summary

Vendor Name	Freightliner of Austin
Contact	Carlton Hempel
Phone Number	5123890000
Email	carlton@ftl1.com
Website	www.freightlinerofaustin.com
Federal ID	26-1564219
Accepts RFQs	Yes
Address Line 1	1701 Smith Road
Vendor City	Austin
Vendor Zip	78721
Vendor State	TX
Vendor Country	USA
Delivery Days	90
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Pre-paid and added to invoice
Ship Via	Common Carrier
Is Designated Dealer	No
EDGAR Forms Received	Yes
Service-Disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
Is National	No
No Excluded Foreign Terrorist Orgs	Yes
No Israel Boycott Certificate	Yes
Is MWBE	No
Regions Served	All Texas Regions
States Served	Texas
Contract Name	Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
Contract #	601-19
Effective Date	12/01/2019
Expiration Date	11/30/2022
Service Fee Note	Vehicle purchase orders are subject to a \$400 service fee
Quote Reference Number	BuyBoard Trucks
Return Policy	No Returns

10/27/2021 10:49:17 AM



Vendor Contract Information Summary

Additional Info null



November 5, 2020

Sent via email to: carlton@ftl1.com

Carlton Hempel
Freightliner of Austin
1701 Smith Road
Austin TX 78721

Re: Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor
BuyBoard Contract 601-19

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor, Contract 601-19 effective December 1, 2019 through November 30, 2020 with two possible one-year renewals. At this time, the BuyBoard is renewing your contract through November 30, 2021.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at lisa.maraden@tasb.org prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at lisa.maraden@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Lisa Maraden
Contract Administrator

1st renewal v.02.13.2020



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Before you submit

- In order to submit proposals electronically, you must have a working registered vendor username and password to login. If you do not have a registered vendor user name and password, you may obtain one by registering at buyboard.com/vendor. ***Note to existing BuyBoard vendors: The registered vendor login used for electronic proposal submission is NOT the same as your existing login used to check purchase orders or similar vendor information under awarded contracts.*** Vendors are highly encouraged to ensure you have a working vendor login well in advance of the submission deadline.
- Vendor is responsible for ensuring it has the technical capability to submit its proposal via electronic submission. Browser requirements can be found at <https://buyboard.ionwave.net/BrowserCompatibility.html>.
- VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor its administrator shall be responsible for equipment or software failure, internet or website downtime, corrupt or unreadable data, or other technical issues that may cause delay or non-delivery of a Proposal or inaccessibility of the submitted data. Accordingly, Vendors are highly encouraged to prepare and allow for sufficient time to familiarize itself with the electronic submission requirements and to address any technical or data issues prior to the Proposal due date.

How to submit Proposal electronically

- Login using your registered vendor login at buyboard.com/vendor under the "Register/Login/Submit Proposal" link.
- The page will open to the list of "Available Bids."
- Click on the applicable Proposal Invitation number under the "My Invitations" or "Other Bid Opportunities" section to view this Proposal Invitation request.
- ***Review and follow all instructions on the webpage.***
- To upload a Proposal, select the "Response Attachments" tab to upload a ***signed, complete*** copy of your Proposal in ***searchable PDF format***, including all required proposal documents (forms, completed specifications, and any other documents required by the Proposal Invitation) and electronic catalogs/pricelists.
- Select the "Response Submission" tab to submit the proposal.
 - If an error or multiple errors occur, the system will display the location of the error(s).
 - Go to the problem area and correct the errors. You must go to the specific tab(s) that contain(s) the error(s) to review the error detail and correct the error(s). ***Your submission will not be accepted until all errors are corrected.***
 - Once all errors are corrected, proceed to the "Response Submission" tab to submit the response.
- **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.**

How to submit hard copy Proposal – Paper copies will NOT be accepted

While the Cooperative requests electronic submission of Proposals through the designated website, any vendor without the technical capability or wishing to submit a hard copy proposal, rather than utilizing electronic submission, may do so in accordance with the following instructions:

- Submit the signed, completed Proposal in a sealed envelope or carton properly marked with the Proposal Invitation number and Proposal submittal date and time and containing all required proposal documents (including forms, completed specifications, and any other documents required by the Proposal Invitation). The Proposal must be submitted in ***electronic, searchable PDF format on a USB flash drive, CD or DVD.*** ***Paper copies will NOT be accepted.***
- **Electronic Catalogs/Pricelists must be submitted with the Proposal in the format required by these Proposal Instructions or it will not be considered.**
- The hard copy electronic proposals must be delivered via hand delivery or U.S. Mail to the address below so as to be received on or before the Proposal submission deadline:

The Local Government Purchasing Cooperative
12007 Research Blvd.
Austin, TX 78759



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VENDOR SHALL BE SOLELY RESPONSIBLE FOR ENSURING TIMELY SUBMISSION OF VENDOR'S PROPOSAL. Neither the Cooperative nor its administrator shall be responsible for proposals delivered late by the United States Postal Service or any other delivery or courier service. Further, neither the Cooperative nor its administrator shall be responsible for proposals delivered in a corrupt or unreadable electronic format.

Faxed and/or emailed Proposals will NOT be accepted.

REQUIREMENTS FOR VENDOR CATALOGS/PRICELISTS

Electronic catalogs/pricelists must be submitted in the required format with the Proposal (whether submitted electronically through the designated website or in hard copy format via mail or hand delivery) or the Proposal will not be considered. The following is required of all Vendor catalog(s)/pricelist(s) submitted to the Cooperative:

Vendors are required to submit catalog(s)/pricelist(s) in **searchable PDF electronic format ONLY**. No other format will be accepted. Further, no paper catalogs or manufacturer/vendor websites will be accepted.

Below is a sample chart, with examples of data for each field, showing the data fields that Vendors **MUST** include in each submitted pricelist/catalog:

BuyBoard Specification Category	Part/Item Number	Item Description	List Price
1	1234	Desk	\$50.00
2	1235	Chair	\$20.00

The catalogs/pricelists must include all listed data fields (BuyBoard specification category, part/item number, item description, and list price) or the Proposal will not be considered. Catalogs and pricelists should contain only items that relate to the items requested in the specifications. Vendors are discouraged from including irrelevant or non-responsive information with their Proposal. The Cooperative reserves the right to deem a Proposal non-responsive if the Proposal, including catalogs or pricelists submitted with the Proposal, do not specifically relate to the intent of the Proposal Invitation or contain what the Cooperative deems, in its sole discretion, excessive irrelevant or non-responsive information, including information which makes it burdensome or impractical for the Cooperative to identify responsive products and pricing.

INSTRUCTIONS FOR VENDORS PROPOSING MULTIPLE MANUFACTURER PRODUCT LINES:

Vendors proposing various manufacturer product lines per line item on the **Proposal Specification form** must submit the information as follows ***or Vendor's proposal may not be considered:***

- Manufacturers shall be listed in alphabetical order
- Vendor's must list one specific percentage discount for each Manufacturer listed

If a vendor's response to the **Proposal Specification form** states "please see attachment," all manufacturers listed on the attachment sheet must indicate per manufacturer the line item that correlates to the **Proposal Specifications form** or Vendor's proposal may not be considered.

WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be withdrawn or modified prior to the Proposal Due Date and time, but only in accordance with section B.11 (Withdrawal or Modification of Proposal) of the General Terms and Conditions in this Proposal Invitation.



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PROPOSAL INVITATION No. 601-19

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GENERAL INFORMATION

Proposal Invitation No. 601-19 – Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor

****Please make sure that you have either downloaded and/or printed all sections of this Proposal Invitation.***

- 1. Notice of Proposal Invitation and Instructions to Proposers**
- 2. General Information**
- 3. Proposal Invitation Forms and Specifications**
- 4. General Terms and Conditions**

PROPOSAL SUBMISSION INSTRUCTIONS

Proposal responses (including completed and signed Proposal Invitation forms, completed Proposal specifications, and pricelists/catalogs) must be submitted in electronic format in the manner prescribed in the Instructions to Proposers.

INTENT AND PURPOSE OF THE CONTRACT

The intent of this Proposal Invitation is to establish a contract for the purchase of various types of **Vehicles, Heavy Duty Trucks, Police Motorcycles, Parts, and Service Labor** that may be purchased by Cooperative members. Because individual members require different equipment, supplies, and/or services this Proposal Invitation is a request for the base price of each vehicle plus associated fees (with the exception of delivery), a discount off of catalog or pricelist for all options and upgrades, not-to-exceed hourly labor rates for installation and repair, and per mile delivery fees. Purchases can be made by a Cooperative member at any time during the contract term.

TERM OF CONTRACT

The term of this contract will be from December 1, 2019 through November 30, 2020, with two (2) possible one (1) year renewals.

An awarded Vendor has no right to or vested interest in contract renewal. The Cooperative will evaluate the contract award prior to the expiration of the then-current term on the basis of factors that may include the annual amount of business, performance and continued provision of best value to Cooperative members.

For purposes of this Proposal Invitation, a Vendor must generate a minimum of \$15,000 through the contract during an annual contract term or may not be offered a renewal. A Vendor's failure to generate this minimum amount may also be considered by the Cooperative as part of vendor's past performance evaluation on future proposal invitations. A renewal must be mutually agreed upon by both parties.

VALUE OF CONTRACT

The estimated value of this contract is \$362,234,943; however, this estimate is based on prior contracts for similar types of products and services and should not be construed to be a guaranty of either minimum or maximum since usage is dependent upon Cooperative members' actual needs and available funding.

An awarded Vendor must supply products and services at or below the awarded pricing for the duration of the contract and honor all Purchase Orders prepared by each individual Cooperative member.



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SERVICE FEE

By submission of a response to this Proposal Invitation, it will be the vehicle dealer's responsibility to collect the BuyBoard Fee of **\$400 per purchase order** from the purchasing entity **for all vehicles, including cab, chassis and options**. **This fee is NOT to be included in the price of the vehicles for the purpose of this proposal**; however, it must be shown as a line item price on the individual quotes to the purchaser.

An awarded Vendor under this Proposal Invitation must pay the Cooperative a service fee in the amount of **2% per Purchase Order for parts and repair/service labor** generated from any contract awarded under this Proposal Invitation, and the service fee is to be included in the price of parts and repair/service labor in the awarded pricing.

Vendor agrees to pay this service fee and remit the fee to the Cooperative in Austin, Texas, promptly upon payment by the Cooperative member for any Purchase Order(s) and within 30 days of the date of each service fee invoice. Vendor agrees to provide the Cooperative with copies of all Purchase Orders generated from Vendor's contract(s) that Vendor receives directly from Cooperative members, or such other documentation regarding those purchase orders as the Cooperative's administrator may require in its reasonable discretion. Vendor further agrees that the Cooperative shall have the right, upon reasonable written notice, to review its records pertaining to purchases under any awarded contract to verify purchase history and the accuracy of service fees payable by Vendor.

CONFIDENTIAL INFORMATION

Any information submitted by Proposer that Proposer considers to be confidential must be clearly identified as such on the Confidential/Proprietary Information Form.

ADDITIONAL INFORMATION

An awarded Vendor must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation should submit an approval letter from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. An awarded Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).

All vehicle ancillary fees to be charged for any purchase from this contract with the exception of **delivery fees** (i.e. applicable State of Texas inspection, State of Texas title, State of Texas registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase.

The Proposal Invitation seeks base pricing for vehicles. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of order. All options are to be priced at standard government pricing. A COMPLETE LIST OF ALL OPTIONAL EQUIPMENT MUST BE SUBMITTED WITH PROPOSAL FOR PROPOSAL TO BE CONSIDERED. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Any option that has not been listed and priced in the response is considered to be an "Unpublished Option." Unpublished Options may be sold, but only in connection with the sale of an awarded base product item, and only if the



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total cost of all "Unpublished Options" remains below twenty-five percent (25%) of the total cost of the base product plus any Published Options. No Published or Unpublished Option may be sold which essentially converts a Product such that it competes with a Product Item awarded to another Vendor.

AWARD AND EVALUATION

This contract will be awarded based on the evaluation and award criteria set out in Section C.2 of the General Terms and Conditions to provide best value to Cooperative members.

This Proposal Invitation requires Proposers to provide certain information that the Cooperative does not evaluate and is not included in the award criteria set out in Section C.2. The Cooperative requests the information, however, because it may be relevant to federal, state or local procurement law or other legal requirements that apply to various Cooperative members. The information, which will be made available to Cooperative members with respect to awarded Vendors, includes the following:

- a) Proposer's status as a minority/woman-owned business enterprise, historically underutilized business, or service-disabled veteran;
- b) Whether Proposer or its ultimate parent or majority owner has its principal place of business in Texas or employs at least 500 persons in Texas; and
- c) Whether Proposer is a Texas resident or a non-resident business.

TYPE OF CONTRACT

This is a "sealed proposal" based on unit price and discount off catalog or price list and may contain a not-to-exceed hourly labor rate. Except as provided in section E.4 of the General Terms and Conditions or otherwise in this Proposal Invitation, Vendor shall hold its awarded pricing firm during the contract term. In the event of price decreases, such price decreases shall be allowed for all products. Catalogs/pricelists, where required by the Proposal specifications, must be submitted with the Proposal or your proposal will be deemed nonresponsive.

COMPLIANCE WITH APPLICABLE LAWS

By signing this Proposal, the Proposer certifies that Proposer has provided its valid, proper and correct business entity name and information in its Proposal, that such entity is operating in good standing with the proper authority from whatever state or local jurisdiction is required, and Proposer has obtained, and will continue to maintain during the entire term of this contract, all permits, approvals, and/or licenses necessary for lawful performance of its obligations under this contract. Proposer further certifies that, if awarded, Proposer will comply with all applicable state, federal, and local laws, rules, and regulations in regards to awarded products and/or services.

Individual Cooperative members may in certain circumstances request background checks on an awarded Vendor's employees who will have direct contact with students, or for other reasons, and may require Vendor to pay the cost of obtaining criminal history information.

BUYBOARD ADVISORY REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES

The Cooperative issued the BuyBoard Procurement and Construction-Related Goods and Services Advisory for Texas Members, which provides information specifically relevant to the procurement of construction-related goods and services by Texas Cooperative members. The advisory is available at <https://www.buyboard.com/Vendor/Resources.aspx>. Because many BuyBoard contracts include goods or installation services that might be considered construction-related, Proposer must sign and submit the Construction Related-Goods and Services Affirmation form in the Proposal Invitation forms regardless of type of goods or services associated with this Proposal Invitation.



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PROFESSIONAL ENGINEERING AND OTHER PROFESSIONAL SERVICES EXCLUDED

The scope of services in this Proposal Invitation and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code), including without limitation architecture and professional engineering services.

DELIVERY RESPONSE

Unless otherwise noted in the Proposal (as a deviation) or the Purchase Order, routine delivery response to a Cooperative member shall be within ten (10) business days after receipt of a Purchase Order, and delivery shall be made during the ordering Cooperative member's normal business hours. Any Cooperative member may request emergency delivery. Awarded Vendors shall use their best efforts to comply with rush or emergency requests. However, if the Vendor cannot fulfill the emergency delivery requirements, the Cooperative member may procure the products or services from alternative sources without penalty.

WARRANTY/GUARANTY

All products purchased under this contract shall be **NEW** and free from defects.

ADDITIONAL REQUIREMENTS FOR PURCHASES USING FEDERAL GRANT FUNDS (2 C.F.R. 200 Uniform Guidance / EDGAR):

When a Cooperative member seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. 200 (sometimes referred to as the "Uniform Guidance" or new "EDGAR"). All Vendors submitting proposals must complete the EDGAR Vendor Certification Form contained in the Proposal Invitation forms regarding their willingness and ability to comply with certain requirements which may be applicable to specific Cooperative member purchases using federal grant funds. This information will not be used for evaluation purposes but will be made available to Cooperative members for their use while considering their purchasing options when using federal grant funds. Cooperative members may also require Vendors to enter into ancillary agreements, in addition to the BuyBoard contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.



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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Vehicles, Heavy Duty Trucks,
Police Motorcycles, Parts, and Service Labor

Proposal Due Date/Opening Date and Time:
August 1, 2019 at 4:00 PM

Proposal Number: 601-19

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: December 1, 2019
through November 30, 2020 with two (2) possible
one-year renewals.

Anticipated Cooperative Board Meeting Date:
October 2019

Name of Proposing Company

Date

Street Address

Signature of Authorized Company Official

City, State, Zip

Printed Name of Authorized Company Official

Telephone Number of Authorized Company Official

Position or Title of Authorized Company Official

Fax Number of Authorized Company Official

Federal ID Number



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The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions to Proposers, General Terms and Conditions, attachments/forms, item specifications, and line items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;
4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal and accepted by the Cooperative), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity or nonprofit entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format as required by the Cooperative as a prerequisite to activation of your contract;
5. You have clearly identified on the included form any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

AGENDA ITEM #15

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: October 28, 2021

SUBJECT: Purchase of Three (3) New Police Vehicles for Police Department

Summary:

This item authorizes the purchase of Three (3) New Police Vehicles for Police Department from Lake Country Chevrolet through Goodbuy Purchasing Cooperative Contract 19-8F000 Vehicles for the City of Kingsville Police Department.

Background:

Three (3) New Outfitted Police Vehicles are needed for the Police Department deteriorating fleet which has met and exceeded the life of vehicles. The police department vehicle maintenance account has gone over budget over the past few years due to the outdated police vehicles. The Three (3) new vehicles will replace the old police cruisers, which have lately spent more time in city garage than on streets for public safety the Police department is requesting the allocation of 3 new Tahoe's for the City of Kingsville Police Department for fiscal year 2021-2022, which can be made possible through a tax incentive note.

Financial Impact:

Funds are available through 126-5-2102-71100 Tax incentive note of which \$193,199.00 are available this fiscal year. The amount of the Three (3) vehicles will be \$102,870.00, the remainder of the funds will be used to outfit the vehicles.

Recommendation:

It is recommended the City Purchase Three (3) New Police Vehicles for Police Department from Lake Country Chevrolet through Goodbuy Purchasing Cooperative Contract 19-8F000 Vehicles for the City of Kingsville Police Department. Goodbuy is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.





City of Kingsville, TX

Budget Report

Account Summary

For Fiscal: 10/2021-09/2022 Period Ending: 10/31/2021

Fund: 126 - GF TAX NOTES SERIES 2022

Expense

126-5-2102-71100

Vehicle

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
	193,199.00	193,199.00	0.00	0.00	102,870.00	90,329.00	46.75 %
Expense Total:	193,199.00	193,199.00	0.00	0.00	102,870.00	90,329.00	46.75 %
Fund: 126 - GF TAX NOTES SERIES 2022 Total:	193,199.00	193,199.00	0.00	0.00	102,870.00	90,329.00	46.75 %
Report Total:	193,199.00	193,199.00	0.00	0.00	102,870.00	90,329.00	46.75 %

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance		Percent Remaining
						Favorable	(Unfavorable)	
Fund: 126 - GF TAX NOTES SERIES 2022 Expense	193,199.00	193,199.00	0.00	0.00	102,870.00	90,329.00		46.75 %
	193,199.00	193,199.00	0.00	0.00	102,870.00	90,329.00		46.75 %
	193,199.00	193,199.00	0.00	0.00	102,870.00	90,329.00		46.75 %
Fund: 126 - GF TAX NOTES SERIES 2022 Total:								
Report Total:								

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance		Percent Remaining
						Favorable (Unfavorable)		
126 - GF TAX NOTES SERIES 2022	193,199.00	193,199.00	0.00	0.00	102,870.00	90,329.00		46.75 %
Report Total:	193,199.00	193,199.00	0.00	0.00	102,870.00	90,329.00		46.75 %



Bid Opportunity Detail

[Return To Listing](#)  [Supplier Registration](#)

Bid Information

Type	Invitation to Bid
Status	Awarded
Number	21 8F000 (Vehicles: Automobiles/Trucks/Sport Utility)
Issue Date & Time	9/9/2020 08:00:29 AM (CT)
Close Date & Time	11/5/2020 10:00:00 AM (CT)
Duration	1 month 26 days
Notes	The intent of this bid is to establish contract(s) for Vehicles: Automobiles/Trucks/Sport Utility. GoodBuy Purchasing Cooperative will accept alternates. Please provide pricing information and any discounts being offered. Contract term: 1/1/2021-12/31/2021




Contact Information

Name	Sherri Fitzpatrick
Address	209 N Water Street Corpus Christi, TX 78401 USA
Phone	361 (561) 8481
Fax	
Email	sherri.fitzpatrick@esc2.us

Awarded Suppliers

Supplier Name	Award Line Count	Award Amount
Caldwell Country Chevrolet	3	\$61,340.00
General Truck Body	2	\$261,000.00
LAKE COUNTRY CHEVROLET	17	\$480,753.00
MOORE CHRYSLER DODGE JEEP RAM	5	\$139,730.00
Reliable Chevrolet	13	\$397,140.00
Rockdale Country Ford	2	\$47,165.00
Silsbee Ford Inc.	34	\$1,239,090.00
Silsbee Toyota	11	\$544,828.00

Bid Documents

Document name	Format
Award Detail Spreadsheet (please login to view this document)	Excel 2007 / XLS 
Bid Document [Old Format] (please login to view this document)	Acrobat / PDF 
Bid Invitation (please login to view this document)	Acrobat / PDF 

Bid Attachments

File Name	Description	File Size
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File Name	Description	File Size
Goodbuy Terms and Conditions Buses and Vehicles 9-2019.pdf (please login to view this document)	Goodbuy Terms and Conditions Buses and Vehicles 9-2019.pdf	350 KB
<u>Blank W9.pdf</u>	Blank W9.pdf	116 KB
Edgar-Vendor-Certification-Form 9-2019.pdf (please login to view this document)	Edgar-Vendor-Certification-Form 9-2019.pdf	196 KB
ESC Regional Map.docx (please login to view this document)	ESC Regional Map.docx	602 KB

AGENDA ITEM #16

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Charlie Sosa, Purchasing Manager
DATE: October 28, 2021
SUBJECT: Purchase of Various Vehicles for Public Works Department

Summary:

This item authorizes the purchase of Six (6) Vehicles for various Public Works Departments from Silsbee Ford Inc. thorough Goodbuy Purchasing Cooperative Contract 19-8F000 Vehicles for the City of Kingsville Public Works Department.

Background:

Six (6) Vehicles are needed for various Public Works Department deteriorating fleet which has met and exceeded the life the of vehicles. The Public Works Department vehicle maintenance account has gone over budget over the past few years due to the outdated vehicles. The Six (6) new vehicles will replace the old vehicles, which have lately spent more time in city garage than on streets, the Public Works Department is requesting the allocation of 6 new vehicles for the City of Kingsville Public Works Department for fiscal year 2021-2022, which can be made possible through a tax incentive note.

Financial Impact:

Funds are available through a Tax incentive note available this fiscal year. The amount of the Six (6) vehicles will be \$164,500.00.

066-5-6002-71100 \$31,232.25 Water Production
066-5-6002-71100 \$29,848.75 Water Production
066-5-6001-71100 \$73,733.25 Water Construction
126-5-1602-71100 \$29,685.75 Code Compliance

Recommendation:

It is recommended the City Purchase Six (6) New Vehicles for Public Works Department from Silsbee Ford Inc. thorough Goodbuy Purchasing Cooperative Contract 19-8F000 Vehicles for the City of Kingsville Public Works Department. Goodbuy is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.





Bid Opportunity Detail

[Return To Listing](#) [Supplier Registration](#)

Bid Information

Type	Invitation to Bid
Status	Awarded
Number	21 8F000 (Vehicles: Automobiles/Trucks/Sport Utility)
Issue Date & Time	9/9/2020 08:00:29 AM (CT)
Close Date & Time	11/5/2020 10:00:00 AM (CT)
Duration	1 month 26 days
Notes	The intent of this bid is to establish contract(s) for Vehicles: Automobiles/Trucks/Sport Utility. GoodBuy Purchasing Cooperative will accept alternates. Please provide pricing information and any discounts being offered. Contract term: 1/1/2021-12/31/2021

Contact Information

Name	Sherri Fitzpatrick
Address	209 N Water Street Corpus Christi, TX 78401 USA
Phone	361 (561) 8481
Fax	
Email	sherri.fitzpatrick@esc2.us

Awarded Suppliers

Supplier Name	Award Line Count	Award Amount
Caldwell Country Chevrolet	3	\$61,340.00
General Truck Body	2	\$261,000.00
LAKE COUNTRY CHEVROLET	17	\$480,753.00
MOORE CHRYSLER DODGE JEEP RAM	5	\$139,730.00
Reliable Chevrolet	13	\$397,140.00
Rockdale Country Ford	2	\$47,165.00
Silsbee Ford Inc.	34	\$1,239,090.00
Silsbee Toyota	11	\$544,828.00

Bid Documents

Document name	Format
Award Detail Spreadsheet (please login to view this document)	Excel 2007 / XLS
Bid Document [Old Format] (please login to view this document)	Acrobat / PDF
Bid Invitation (please login to view this document)	Acrobat / PDF

Bid Attachments

File Name	Description	File Size
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File Name	Description	File Size
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Blank W9.pdf	Blank W9.pdf	116 KB
Edgar-Vendor-Certification-Form 9-2019.pdf (please login to view this document)	Edgar-Vendor-Certification-Form 9-2019.pdf	196 KB
ESC Regional Map.docx (please login to view this document)	ESC Regional Map.docx	602 KB

**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER**PO Number:** 220338**Date:** 10/27/2021**Requisition #:** REQ21812**Vendor #:** 5418

ISSUED TO: Silsbee Ford Inc
1211 US 96 North
Silsbee, TX 77656-

SHIP TO: Purchasing Dept.
Attn:Charlie Sosa
400 W King
Kingsville, TX 78363

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 New Truck For Water Production	066-5-6002-71100		29,848.75	29,848.75

Authorized by: _____

SUBTOTAL:	29,848.75
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	29,848.75

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001513



wp

PRODUCT PRICING SUMMARY

GOODBUY 21-8F000 VEHICLES

VENDOR--SILSBEE FORD

End User: CITY OF KINGSVILLE

Prepared by: MICHAEL WILEY

Contact: CHARLIE SOSA

Phone: 254-541-9061

Email: csosa@cityofkingsville.com

Email: mwiley.silsbeefleet@gmail.com

Product Description: FORD F-150

Date: October 26, 2021

A. Bid Item: 7.20 ALT

A. Base Price: \$ 27,670.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
		\$ -			
W1C	2022 CREW CAB 4X2 W/6.5FT BED	\$ 350.00			
	VINYL 40/20/40 SEAT; RUBBER FLOOR	INCL			
	A/C; AM/FM STERIO W/BLUETOOTH	INCL			
	POWER WINDOWS AND LOCKS	INCL			
995	5.0L V8; 10-SPD AUTOMATIC	\$ 800.00			
53B	RECEIVER HITCH	\$ 205.00			

Total of B. Published Options: \$ 1,355.00

Published Option Discount (5%) \$ (67.75)

C. Additional Options [not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR		
120 - 150 DAYS ESTIMATED	DELIVERY		

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 338 miles

\$ 591.50

H. Subtotal:

\$ 29,548.75

I. Quantity Ordered 1 x K =

\$ 29,548.75

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 29,848.75

**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER**PO Number:** 220339**Date:** 10/27/2021**Requisition #:** REQ21813**Vendor #:** 5418

ISSUED TO: Silsbee Ford Inc
1211 US 96 North
Silsbee, TX 77656-

SHIP TO: Purchasing Dept.
Attn:Charlie Sosa
400 W King
Kingsville, TX 78363

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 New Truck F-250 Water Production	066-5-6002-71100		31,232.25	31,232.25

Authorized by: _____

SUBTOTAL:	31,232.25
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	31,232.25

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001513



Wp

PRODUCT PRICING SUMMARY
GOODBUY 21-8F000 VEHICLES
VENDOR--SILSBEE FORD

End User: CITY OF KINGSVILLE Prepared by: MICHAEL WILEY
 Contact: CHARLIE SOSA Phone: 254-541-9061
 Email: csosa@cityofkingsville.com Email: mwiley.silsbeefleet@gmail.com
 Product Description: FORD F-250 Date: October 26, 2021

A. Bid Item: 7.24 ALT A. Base Price: **\$ 29,272.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
		\$ -			
W2A	2022 CREW CAB 4X2				
	6.2L V8: 6-SPD AUTOMATIC	INCL			
	8FT BED: TRAILER TOW PACKAGE	INCL			
	VINYL 40/20/40 SEAT	INCL			
	RUBBER FLOOR	INCL			
90L	POWER WINDOWS AND LOCKS	\$ 1,125.00			

Total of B. Published Options: **\$ 1,125.00**

Published Option Discount (5%) **\$ (56.25)**

C. Additional Options [not to exceed 25%]

S= 0.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR	MUST ORDER BY 10/30/21 TO GET A 2022 MODEL	NOTE
150-180 DAYS ESTIMATED	DELIVERY	PRICE GOOD TILL 10/30/21	

Total of C. Unpublished Options: **\$ -**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): **\$ -**

E. Lot Insurance (for in-stock and/or equipped vehicles): **\$ -**

F. Contract Price Adjustment: **\$ -**

G. Additional Delivery Charge: 338 miles **\$ 591.50**

H. Subtotal: **\$ 30,932.25**

I. Quantity Ordered 1 x K = **\$ 30,932.25**

J. Trade in: **\$ -**

K. GOODBUY Administrative Fee (\$300 per purchase order) **\$ 300.00**

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE **\$ 31,232.25**



City of Kingsville, TX

Budget Report

Account Summary

For Fiscal: 10/2021-09/2022 Period Ending: 10/31/2021

Fund: 066 - CO SERIES 2011- UTILITY

Expense

066-5-6002-71100

Vehicle

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Remaining
	61,836.00	61,836.00	0.00	0.00	61,081.00	755.00	1.22 %
Expense Total:	61,836.00	61,836.00	0.00	0.00	61,081.00	755.00	1.22 %
Fund: 066 - CO SERIES 2011- UTILITY Total:	61,836.00	61,836.00	0.00	0.00	61,081.00	755.00	1.22 %
Report Total:	61,836.00	61,836.00	0.00	0.00	61,081.00	755.00	1.22 %

Group Summary

Account Type	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance		Percent Remaining
						Favorable	(Unfavorable)	
Fund: 066 - CO SERIES 2011- UTILITY Expense	61,836.00	61,836.00	0.00	0.00	61,081.00	755.00		1.22 %
	61,836.00	61,836.00	0.00	0.00	61,081.00	755.00		1.22 %
	61,836.00	61,836.00	0.00	0.00	61,081.00	755.00		1.22 %
Fund: 066 - CO SERIES 2011- UTILITY Total:								
Report Total:								

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Remaining
066 - CO SERIES 2011- UTILITY	61,836.00	61,836.00	0.00	0.00	61,081.00	755.00	1.22 %
Report Total:	61,836.00	61,836.00	0.00	0.00	61,081.00	755.00	1.22 %

**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER**PO Number:** 220337**Date:** 10/27/2021**Requisition #:** REQ21811**Vendor #:** 5418

ISSUED TO: Silsbee Ford Inc
1211 US 96 North
Silsbee, TX 77656-

SHIP TO: Purchasing Dept.
Attn:Charlie Sosa
400 W King
Kingsville, TX 78363

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	3	3 Each New Trucks for Water Construction	066-5-6001-71100		24,477.75	73,733.25

Authorized by: _____

SUBTOTAL:	73,433.25
TOTAL TAX:	0.00
SHIPPING:	300.00
TOTAL	73,733.25

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001513



wc

PRODUCT PRICING SUMMARY

GOODBUY 21-8F000 VEHICLES

VENDOR--SILSBEE FORD

End User: CITY OF KINGSVILLE

Prepared by: MICHAEL WILEY

Contact: CHARLIE SOSA

Phone: 254-541-9061

Email: csosa@cityofkingsville.com

Email: mwiley.silsbeefleet@gmail.com

Product Description: FORD F-150

Date: October 26, 2021

A. Bid Item: 6

A. Base Price: \$ 22,770.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
		\$ -	53B	CLASS IV RECEIVER HITCH	\$ 205.00
FICL	2022 REG CAB W/8FT BED 4X2	INCL	85A	POWER WINDOWS AND LOCKS	\$ 970.00
	VINYL 40/20/40 SEAT; RUBBER FLOOR	INCL			
	A/C; AM/FM STEREO W/BLEETOOTH	INCL			
	3.3L V6; 10-SPD AUTOMATIC	INCL			

Total of B. Published Options: \$ 1,175.00

Published Option Discount (5%) \$ (58.75)

C. Additional Options [not to exceed 25%]

S= 0.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR		
120-150 DAYS ESTIMATED	DELIVERY		

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: \$ -

G. Additional Delivery Charge: 338 miles \$ 591.50

H. Subtotal: \$ 24,477.75

I. Quantity Ordered 3 x K = \$ 73,433.25

J. Trade in: \$ -

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ 73,733.25



City of Kingsville, TX

Budget Report

Account Summary

For Fiscal: 10/2021-09/2022 Period Ending: 10/31/2021

Fund: 066 - CO SERIES 2011- UTILITY

Expense

066-5-6001-71100

Vehicle

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
	74,497.00	74,497.00	0.00	0.00	73,733.25	763.75	1.03 %
Expense Total:	74,497.00	74,497.00	0.00	0.00	73,733.25	763.75	1.03 %
Fund: 066 - CO SERIES 2011- UTILITY Total:	74,497.00	74,497.00	0.00	0.00	73,733.25	763.75	1.03 %
Report Total:	74,497.00	74,497.00	0.00	0.00	73,733.25	763.75	1.03 %

Group Summary

Account Type

Fund: 066 - CO SERIES 2011- UTILITY

Expense

Fund: 066 - CO SERIES 2011- UTILITY Total:									
Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining			
74,497.00	74,497.00	0.00	0.00	73,733.25	763.75	1.03 %			
74,497.00	74,497.00	0.00	0.00	73,733.25	763.75	1.03 %			
74,497.00	74,497.00	0.00	0.00	73,733.25	763.75	1.03 %			

Report Total:

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Remaining
066 - CO SERIES 2011- UTILITY	74,497.00	74,497.00	0.00	0.00	73,733.25	763.75	1.03 %
Report Total:	74,497.00	74,497.00	0.00	0.00	73,733.25	763.75	1.03 %

**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER**PO Number:** 220336**Date:** 10/27/2021**Requisition #:** REQ21809**Vendor #:** 5418

ISSUED TO: Silsbee Ford Inc
1211 US 96 North
Silsbee, TX 77656-

SHIP TO: Purchasing Dept.
Attn:Charlie Sosa
400 W King
Kingsville, TX 78363

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	1 New F-250 For Community Apperance	126-5-1602-71100		29,685.75	29,685.75

Authorized by: _____

SUBTOTAL:	29,685.75
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	29,685.75

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax – ID# 74-6001513



PRODUCT PRICING SUMMARY

GOODBUY 21-8F000 VEHICLES

VENDOR--SILSBEE FORD

End User: CITY OF KINGSVILLE

Prepared by: MICHAEL WILEY

Contact: CHARLIE SOSA

Phone: 254-541-9061

Email: csosa@cityofkingsville.com

Email: mwiley.silsbeefleet@gmail.com

Product Description: FORD F-250

Date: October 26, 2021

A. Bid Item: 7.23 ALT

A. Base Price: \$ 27,925.00

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
		\$ -			
X2A	2022 EXTENDED CAB 4X2				
	6.2L V8; 6-SPD AUTOMATIC	INCL			
	8FT BED; TRAILER TOW PACKAGE	INCL			
	VINYL 40/20/40 SEAT	INCL			
	RUBBER FLOOR	INCL			
90L	POWER WINDOWS AND LOCKS	\$ 915.00			
Total of B. Published Options:					\$ 915.00

Published Option Discount (5%) \$ (45.75)

C. Additional Options [not to exceed 25%]

\$= 0.0 %

Options	Bid Price	Options	Bid Price
WHITE	COLOR	MUST ORDER BY 10/30/21 TO GET A 2022 MODEL	NOTE
150-180 DAYS ESTIMATED	DELIVERY	PRICE GOOD TILL 10/30/21	
Total of C. Unpublished Options:			\$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 338 miles

\$ 591.50

H. Subtotal:

\$ 29,385.75

I. Quantity Ordered 1 x K =

\$ 29,385.75

J. Trade in:

\$ -

K. GOODBUY Administrative Fee (\$300 per purchase order)

\$ 300.00

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE

\$ 29,685.75



City of Kingsville, TX

Budget Report Account Summary

For Fiscal: 10/2021-09/2022 Period Ending: 10/31/2021

Fund: 126 - GF TAX NOTES SERIES 2022

Expense

126-5-1602-71100

Vehicle

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
	25,639.00	25,639.00	0.00	0.00	29,685.75	-4,046.75	-15.78 %
Expense Total:	25,639.00	25,639.00	0.00	0.00	29,685.75	-4,046.75	-15.78 %
Fund: 126 - GF TAX NOTES SERIES 2022 Total:	25,639.00	25,639.00	0.00	0.00	29,685.75	-4,046.75	-15.78 %
Report Total:	25,639.00	25,639.00	0.00	0.00	29,685.75	-4,046.75	-15.78 %

Group Summary

Account Type

Fund: 126 - GF TAX NOTES SERIES 2022

Expense

Fund: 126 - GF TAX NOTES SERIES 2022 Total:									
Original	Current	Period	Fiscal	Variance					
Total Budget	Total Budget	Activity	Activity	Encumbrances	Favorable	(Unfavorable)	Remaining		
25,639.00	25,639.00	0.00	0.00	29,685.75	-4,046.75		-15.78 %		
25,639.00	25,639.00	0.00	0.00	29,685.75	-4,046.75		-15.78 %		
25,639.00	25,639.00	0.00	0.00	29,685.75	-4,046.75		-15.78 %		

Report Total:

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance	
						Favorable (Unfavorable)	Percent Remaining
126 - GF TAX NOTES SERIES 2022	25,639.00	25,639.00	0.00	0.00	29,685.75	-4,046.75	-15.78 %
Report Total:	25,639.00	25,639.00	0.00	0.00	29,685.75	-4,046.75	-15.78 %

AGENDA ITEM #17



City Manager's Office

TO: Mayor and City Commissioners

CC:

FROM: City Manager

DATE: November 4, 2021

SUBJECT: ARPA Funds Expenditure

Summary:

The City programed for the FY 21-22 budget year the expected ARPA funds (both installments) at \$5,552,000. Actual receipts for the FY 20-21 budget year were \$3,136,350.65, which arrived in August 2021. The second installment of the same amount is expected in August 2022 to provide the City a total ARPA allotment of \$6,272,701.30.

The attached sheet shows four numbered paragraphs of the four areas where ARPA funding applies. The sub-levels labeled with the alphabet further define what is contained within each numbered paragraph. The Red "Proposal" portion of each numbered paragraph is the staffs list of ideas for ARPA projects. Many of the staff's recommended proposals need further research for cost amounts.

This agenda items will focus on discussion with Commission on the categories and ideas we are proposing, and then recommendations for programmed expenditures and an alternate list the Commission should consider for staff to research.

Recommendation:

Staff is recommending to Commission the approval of the following ARPA expenditures:

Category 1:

- a. \$50,000 to fund for Calendar year 2022 the Kleberg County COVID Clinic next to Coastal Bend College. County is apportioning \$100,000.
- b. \$500,000 for the Economic Development Grant Program.
- c. \$150,000 for the City's 50% match, and collaboration with the Chamber of Commerce, to fund the Coastal Bend College Jet Engine Mechanic Training Program to train and retain skilled positions at NAS Kingsville.
- d. \$270,000 SCBA Fire bottles, harnesses, and spare bottles (30 sets total). Must have by 2024.

Category 2:

- a. \$114,224 for Hazardous Duty Pay for all City employees from Jan-Mar 2021.





City Manager's Office

Category 3:

- a. \$90,000 for Revenue Replacement for Parks. This funding will be added back to the Park's revenue and further budget amendments forthcoming to address expenses of this \$90,000 for park's improvements.

Category 4:

- a. \$250,634.00 to fund Garver Study for sewer plant performance evaluation.
- b. \$63,455 for Broadband Feasibility Study by Magellan.

Total All Expenditures Category 1 through 4: \$1,488,313

If this list is approved, forthcoming budget amendments will be presented to align projects with the established ARPA Funds (Fund 121 GF, Fund 125 UF).

The list below is the next series of projects that I feel are a priority for consideration once cost amounts are determined:

- a. Medic Unit (Ambulance) – est. \$400,000
- b. Engine Unit (Fire) – est. \$700,000
- c. Outfitting both A and B above – est. \$150,000
- d. \$88,350 - Revenue replacement for Hot Money loss to be used to purchase Wayfinding Signs with new logo (\$38,350), and fund the 2022 Wings Over South Texas Airshow (\$50,000).

Total Supplemental Expenditures: \$1,338,350



Kingsville ARPA Use Plan

1. Response to the public health emergency or its negative economic impact, including assistance to small business, households, and hard-hit industries, and economic recovery.

Details:

- a. COVID-19 mitigation and containment
- b. Behavioral health care to address situations exacerbated by the pandemic
- c. Public health and safety employee costs
- d. Rebuilding public sector capacity including rehiring public sector staff
- e. Replenishing unemployment insurance trust funds
- f. Build internal capacity to successfully implement economic relief programs
- g. Eligible expenses for addressing court case backlogs
- h. Assisting certain business startups
- i. Eviction prevention and housing stability services
- j. Utility assistance, counseling, outreach and legal aid services
- k. Funding jobs programs
- l. Improvements to community outdoor spaces
- m. Communities with increased violence, city may use funds to address that harm to include 1) hiring law enforcement, 2) paying overtime where the funds are directly focused on community policing, 3) Community Violence Intervention programs and training intervention workers, 4) Additional enforcement efforts to reduce gun violence to include prosecuting gun traffickers, dealers and supply of crime guns, 5) Investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise in gun violence.
- n. Gunshot detection equipment.

Proposal:

- (a) \$50,000 for CY 2022 to fund the Kleberg County COVID Clinic next to CBC. County putting in \$100k.
- (b) \$500,000 for our Economic Development Grant Program.
- (c) \$??? To fund with Coastal Bend College the Jet Engine Mechanic Training Program to train then retain these skilled positions at NAS Kingsville. Money for action.
- (d) \$??? Fire and Police Overtime costs.
- (e) Fire Truck and Medic Unit
- (f) Police Vehicles
- (g) Fire Station
- (h) \$250,000 Animal Shelter Expansion
- (i) \$??? CDL Training program for incentive to hire new drivers for City services.
- (j) Radios for both Police and PW that work on shared nets. Cost TBD by Chief Torres.
- (k) Alerting System Upgrade, Chief Torres and Chief Adame to provide quote.
- (l) SCBA replacement for Fire. Cost TBD by Chief Adame.

2. Premium pay to eligible workers.

Details:

- a. "Essential Workers" is broad and not limited to municipal employees. Treasury prohibits premium pay to employees who teleworked.
- b. Partner with nonprofits and private organization to address public health and economic impacts.

Proposal:

- (a) \$114,224 for Hazardous Duty Pay for all City employees for Jan-Mar 2021.

3. Revenue Replacement of government services due to COVID-19.

Details:

- a. Methodology to calculate the reduction in revenue
- b. Once a shortfall identified, City has broad latitude to use ARPA funding to support government services up to the amount of lost revenue
- c. Under the Interim Final Rule, government services can include but are not limited to, maintenance or “pay-go funded” building of infrastructure, including roads; modernization of cybersecurity, including hardware, software and protection of critical infrastructure; health services, environmental remediation; school or educational services; and the provision of police, fire and other public safety services.

Proposal:

- (a) \$90,000 for FY 2022 for revenue replacement for Parks. Funding to be used to build covered structure over Thompson Park Basketball Court.
- (b) Revenue loss at KPD; replacement to be used for covered parking over KPD vehicles.
- (c) HOT money loss during COVID to be used for new Wayfinding Signs throughout the City with the new logo.

4. Investments in Infrastructure:

a. Water

Details: Wide range of projects supported by EPA’s clean water state revolving fund and drinking water state revolving fund. Can use funds to invest in an array of projects related to drinking water infrastructure, as well as wastewater infrastructure, including managing or treating stormwater or subsurface drainage.

Proposal:

- (a) \$??? for FY 2022 to fund water meter AMI replacements.
- (b) \$??? Fairview water line repair.

b. Sewer

Details: same as water

Proposal:

- (a) \$250,000 for FY 2022 to fund Garver Study on WWTP’s.
- (b) \$??? Fairview sewer line repair.

c. Broadband

Details: Funds may be used on cybersecurity aimed at protecting water and sewer infrastructure; projects promoting climate change resilience (e.g., reducing energy consumption on water and sewer facilities; and lead water line service replacement.

Proposal:

- (a) \$??? for FY 2022 to fund Fiber/Broadband buildout to encompass all City buildings. This may get diverted to the Capital Projects Fund (another source of money outside the City’s ARPA).
- (b) ~\$70,000 - Downtown (Kleberg) Public WiFi/Hotspot

Road repairs connected to eligible water and sewer infrastructure improvements can be included. Pre-project development expenses for eligible water and sewer projects are allowed. Broadband infrastructure focuses on households and businesses that do not have an existing wireline

connection capable of delivering 25Mbps down/3Mbps up. Last-mile connections and affordable service key focus on Treasury's guidance. Treasury provided additional guidance that every household or business being connected as part of an eligible broadband project needs to be "unserved or underserved" if the project is a more holistic approach including a wider area.

Funds cannot be used directly or indirectly to offset tax reductions or delay a tax or tax increase and cannot be deposited into any pension fund.

All funding must be spent by December 31, 2024.

AGENDA ITEM #18

KLEBERG COUNTY APPRAISAL DISTRICT
P.O. BOX 1027 * 502 E. KLEBERG * KINGSVILLE, TEXAS 78364
PHONE: (361) 595-5775 * FAX: (361) 595-7984

DATE: October 29, 2021

TO: SAM FUGATE, CITY OF KINGSVILLE MAYOR

FROM: ERNESTINA (TINA) FLORES, R.P.A.
CHIEF APPRAISER OF KLEBERG COUNTY

Enclosed is the ballot listing the nominees for the Board of Directors of the Kleberg County Appraisal District in alphabetical order by candidate's last name. According to the Property Tax Code, I should deliver this ballot before October 30th.


I have also enclosed another copy of the 2022-2023 Board of Directors Votes Per Voting Unit spreadsheet and another copy of the Calculation of Voting Entitlement For Each Voting Unit spreadsheet that were included in the Board of Directors election letter that was dated June 9, 2021.

The Texas Property Tax Code states that the governing body of each taxing unit entitled to vote shall determine its vote **by resolution** and submit it the chief appraiser **before December 15th** *(if the last day of the performance of an act is Saturday, Sunday or legal state or national holiday, the act is timely if performed on the next regular business day)*. You may cast all your votes for one candidate or you may distribute the votes among any number of candidates, but the casting of votes must be in the form of a motion in order to be a resolution.

According to the Property Tax Code, a voting entity must cast its votes for a person named on the ballot. The Chief Appraiser may not count any votes for someone not listed on the official ballot. The Chief Appraiser will count the votes and notify the taxing units and the candidates of the results before December 31, 2021.

Thank you for your cooperation in this matter. Please feel free to call me if you have any questions.

Sincerely,



Ernestina "Tina" Flores, R.P.A.
Chief Appraiser

Enclosures

Cc: Mark McLaughlin, City Manager
Deborah Balli, Finance Director
Mary Valenzuela, City Secretary

KLEBERG COUNTY APPRAISAL DISTRICT
2022-2023 BOARD OF DIRECTORS
TAXING ENTITY VOTES

TAXING JURISDICTIONS	2020 LEVIES	PERCENT	TOTAL VOTES	CALCULATED DISTRICT VOTES	ACTUAL VOTES
KLEBERG COUNTY	\$12,199,834.50	0.306459	5000	1532	1530
CITY OF KINGSVILLE	\$7,331,592.33	0.184169	5000	921	920
KINGSVILLE I.S.D.	\$13,237,495.77	0.332525	5000	1663	1665
RICARDO I.S.D.	\$2,083,702.02	0.052342	5000	262	260
RIVIERA I.S.D.	\$2,764,186.22	0.069436	5000	347	345
SANTA GERTRUDIS I.S.D.	\$1,098,656.54	0.027598	5000	138	140
SOUTH TEXAS WATER AUTHORITY	\$1,039,951.49	0.026124	5000	131	130
KENEDY COUNTY GROUNDWATER	\$47,717.90	0.001199	5000	6	5
CITY OF CORPUS CHRISTI	<u>\$5,876.30</u>	0.000148	5000	1	5
TOTAL	\$39,809,013.07	100.00%		5000	5000

KLEBERG COUNTY APPRAISAL DISTRICT
2022-2023 BOARD OF DIRECTORS
TAXING ENTITY CALCULATION OF VOTES

KLEBERG COUNTY

$$\begin{array}{rcl}
 \$12,199,834.50 & \div & \$39,809,013.07 \\
 0.306459 & \times & 1000 \\
 306.46 & = & 306 \\
 306 & \times & 5 \\
 & = & \underline{1530}
 \end{array}$$

CITY OF KINGSVILLE

$$\begin{array}{rcl}
 \$7,331,592.33 & \div & \$39,809,013.07 \\
 0.184169 & \times & 1000 \\
 184.17 & = & 184 \\
 184 & \times & 5 \\
 & = & \underline{920}
 \end{array}$$

KINGSVILLE I.S.D.

$$\begin{array}{rcl}
 \$13,237,495.77 & \div & \$39,809,013.07 \\
 0.332525 & \times & 1,000 \\
 332.53 & = & 333 \\
 333 & \times & 5 \\
 & = & \underline{1665}
 \end{array}$$

RICARDO I.S.D.

$$\begin{array}{rcl}
 \$2,083,702.02 & \div & \$39,809,013.07 \\
 0.052342 & \times & 1000 \\
 52.34 & = & 52 \\
 52 & \times & 5 \\
 & = & \underline{260}
 \end{array}$$

RIVIERA I.S.D.

$$\begin{array}{rcl}
 \$2,764,186.22 & \div & \$39,809,013.07 \\
 0.069436 & \times & 1,000 \\
 69.44 & = & 69 \\
 69 & \times & 5 \\
 & = & \underline{345}
 \end{array}$$

SANTA GERTRUDIS I.S.D.

$$\begin{array}{rcl}
 \$1,098,656.54 & \div & \$39,809,013.07 \\
 0.027598 & \times & 1,000 \\
 27.60 & = & 28 \\
 28 & \times & 5 \\
 & = & \underline{140}
 \end{array}$$

KLEBERG COUNTY APPRAISAL DISTRICT
 2022-2023 BOARD OF DIRECTORS
 TAXING ENTITY CALCULATION OF VOTES

SOUTH TEXAS WATER AUTHORITY

$$\begin{array}{rcl}
 \$1,039,951.49 & \div & \$39,809,013.07 \\
 0.026124 & \times & 1,000 \\
 26.12 & = & 26 \\
 26 & \times & 5 \\
 & = & \underline{130}
 \end{array}$$

KENEDY COUNTY GROUNDWATER

$$\begin{array}{rcl}
 \$47,717.90 & \div & \$39,809,013.07 \\
 0.001199 & \times & 1,000 \\
 1.20 & = & 1 \\
 1 & \times & 5 \\
 & = & \underline{5}
 \end{array}$$

CITY OF CORPUS CHRISTI

$$\begin{array}{rcl}
 \$5,876.30 & \div & \$39,809,013.07 \\
 0.00015 & \times & 1,000 \\
 0.15 & = & 1 \\
 1 & \times & 5 \\
 & = & \underline{5}
 \end{array}$$

ELECTION OF BOARD OF DIRECTORS
FOR THE
KLEBERG COUNTY APPRAISAL DISTRICT
FOR THE 2022 – 2023 TERM

BALLOT

INSTRUCTION NOTE: All votes may be cast for one candidate or may
be distributed among any number of candidates.

<i>CANDIDATES</i>	<i>VOTES</i>
<u>Barrera, Brandon</u> →	_____
<u>Cantu, Roy</u> →	_____
<u>Coufal, Brian</u> →	_____
<u>De La Garza, Melissa T.</u> →	_____
<u>Garcia, Albert</u> →	_____
<u>Gravely, Jose</u> →	_____
<u>Higginbotham, Al</u> →	_____
<u>Morales, Daniel</u> →	_____
TOTAL	_____

RESOLUTION NO. 2021-_____

A RESOLUTION CASTING THE CITY OF KINGSVILLE'S VOTES FOR CANDIDATE ALBERT GARCIA TO THE BOARD OF DIRECTORS FOR THE KLEBERG COUNTY APPRAISAL DISTRICT; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Texas Property Tax Code states that the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it the Chief Appraiser before December 15th; and

WHEREAS, the governing body may cast all its votes for one candidate or distribute the votes among any number of candidates for persons named on the ballot; and

NOW THEREFOR BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT pursuant to Texas Property Tax Code Section 6.03, the City of Kingsville is entitled to cast votes for candidates to the local appraisal district board of directors.

II.

THAT the City of Kingsville hereby casts all of its votes for candidate Albert Garcia for election to the Board of Directors for the Kleberg County Appraisal District for the 2022-2023 term.

III.

THAT all Resolutions or parts of Resolutions in conflict with this Resolution are repealed to the extent of such conflict only.

IV.

THAT this Resolution shall be and become effective on and after adoption.

PASSES AND APPROVED by a majority vote of the City Commission on the 8 th day of November, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney