

#### CITY COUNCIL MEETING SPECIAL SESSION

Tuesday, May 28, 2024 at 5:00 PM

City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas

#### **AGENDA**

BE IT KNOWN that the City Council of the City of Sweeny will meet in **Special Session** on <u>Tuesday, May 28, 2024 at 5:00 PM.</u> at City Hall, 102 W. Ashley Wilson Rd, Sweeny, Texas with the following agenda. Council is conducted under modified Roberts Rules of Order as approved by Resolution 102-16; July 19, 2016. In accordance with Chapter §551 of the Texas Government Code, if required, the Council may conduct an executive session on any of the agenda items provided the City Attorney is present.

#### CALL TO ORDER/ROLL CALL

#### **PLEDGES & INVOCATION**

#### CITIZENS WISHING TO ADDRESS CITY COUNCIL

This item is available for those citizens wishing to address City Council on an issue not on the agenda. Any item discussed cannot be voted on but could be considered for placement on the agenda of the next regularly scheduled meeting. Limited to three (3) minutes.

#### **REGULAR AGENDA**

- Discussion and possible action to award construction contract for the Main Street Water Main Replacement Project.
- Discussion and possible action to approve a budget amendment in the Fiscal Year 2023-2024 budget for the purchase of new commercial grade mowers.
- Discussion and possible action to cancel the Special Meeting June 04, 2024.

#### ITEMS OF COMMUNITY INTEREST

#### **ADJOURN REGULAR SESSION**

I certify that the notice and agenda of items	to be considered by the	ne Sweeny City Council on May 28,
<b>2024</b> was posted on the City Hall bulletin beAM/PM.	oard on	, 2024, at approximately
Kaydi Smith, City Secretary	_	

, ,	c Notice was removed from th 2024 at approximately	•
	2024 at approximatory	
Kaydi Smith, City Secretary		



#### **AGENDA MEMO**

#### Business of the City Council City of Sweeny, Texas

May 28, 2024	Agenda Items	
Yes	Presenter(s)	City Manager for Strand Associates
No	Department	Water
<u>.</u>		
2. Infrastructure Ir in the Future	nvestment - Providi	ng adequate water supply now and
Bid Tabulation fro	om Strand Associate	es
		Yes
Account Number: Additional Approp	2019 Certficiates	
	Yes  No  Discussion and portion Main Street Water  2. Infrastructure In in the Future  Bid Tabulation from Expenditure Requirement Budgeted Account Number: Additional Appropri	Yes Presenter(s)  No Department  Discussion and possible action to av Main Street Water Main Replacement  2. Infrastructure Investment - Providi

#### **Executive Summary**

#### This item is originally from the May 21, 2024 Regular Meeting.

The bid opening for the Main Street Water Main Replacement project was held on April 23, 2024 and Nerie Brothers Construction was the apparent low bidder with a bid price of \$1,209,873,00. JTM Construction was the second low bidder with a bid price of \$1,260,733.00. Both bids came is below the City Engineer cost estimate.

City Engineer contacted references for Nerie Brother Construction with generally positive response. The City of Pearland has awarded several projects to this contractor and provided positive feedback on their construction efforts and communication. City of Houston has also provided positive feedback for Nerie Brothers Construction due to the firm's efficiency.

City Engineer has worked with JTM Construction before and the City of El Campo had a positive experience.

Both bidders submitted professionally reviewed financial statements to the City for review, and no compliance or insolvency issues were found. Of note, a financial review is significantly less in scope to a financial audit, therefore no accountant opinions are provided concerning the fairness of the statements or any opinions provided on the statements' fairness of freedom from material misstatement.

#### **Recommended Action**

City Council is urged to award the Main Street Water Main Replacement project to the contractor felt to be the most responsible.

Bids Received:

2 P.M.

April 23, 2024

STRAND ASSOCIATES, INC.®
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

CITY OF SWEENY SWEENY, TEXAS

MAIN STREET WATER MAIN REPLACEMENTS
CONTRACT 1-2024

#### **BID TABULATION SUMMARY**

Bidder and Address	Bid Bond or Guarantee	Addenda Acknowledged	Pipe Material Selection (PVC or HDPE)	Computed Total Base Bid
Nerie Brothers Construction, LLC 3213 Fuqua Street Houston, TX 77047	5%	Yes	No Selection	\$1,209,873.00
JTM Construction, LLC 2709 Cottonwood School Road Rosenberg, TX 77471	5%	No	PVC	\$1,260,733.00 *\$1,260,553.00
Vera Industries, LLC 2440 Texas Parkway Missouri City, TX 77489	5%	Yes	No Selection	\$1,411,682.00
V&S Construction Company 9437 Gates Loop Manvel, TX 77578	5%	Yes	No Selection	\$1,443,897.00
Branch Construction Group, LLC 1621 FM 517 Road East, Suite D Dickinson, TX 77539	5%	Yes	No Selection	\$1,451,712.10
AR Turnkee Construction Co., Inc. 1418 Wakefield Drive Houston, TX 77018	10%	Yes	No Selection	\$1,474,125.00
ISJ Underground Utilities, LLC 526 South Pine Street Arcola, TX 77583	5%	Yes	No Selection	\$1,502,847.00
Matula & Matula Construction, Inc. 122 West Way, Suite 325 Lake Jackson, TX 77566	5%	Yes	No Selection	\$1,933,856.80

\*CONTRACTOR'S COMPUTED TOTAL

Reviewed by:

Bids Received: 2 P.M., April 23, 2024

STRAND ASSOCIATES, INC.\*
TBPE No. F-8405
TBPLS No. 10030000
1906 Niebuhr Street
Brenham, TX 77833

# CITY OF SWEENY SWEENY, TEXAS MAIN STREET WATER MAIN REPLACEMENTS CONTRACT 1-2024

#### BID TABULATION BREAKDOWN

<b></b>							·····				_				IN DIVENIOOVI																	
				3213 F	Brothers Co Tuqua Stree on, TX 7704		27	FM Construction 709 Cottownwoo osenberg, TX 7	od Sch	hool Road	2440 To	dustries, I exas Park ri City, TX	way		V&S Construction 9437 Gates Loo Manvel, TX 775	0			nch Constructi 11 FM 517 Roa te D		•	1418	ımkee Con Wakefield I Ion, TX 770	Drive	ion Co., Inc.	526 S	nderground outh Pine ( a, TX 7758	Stree			Nest Way,	Construction, Inc
<u> </u>											<u></u>		***************************************					Dick	kinson, TX 775	39										Lake	Jackson, TX	( 77566
l	B				Unit	Total		Unit		Total		Jnit	Tola		Unit		Total		Unit		otal		Unit	T	Total	T	Unit	T	Total	1	Unit	Total
No.	<u>Description</u>	Quantity	Unit	1	rice	Price	_	Price	<u> </u>	Price	<u> </u>	rice	Price	9	Price	<del> </del>	Price	<del> </del>	Price	Pr	rice		Price	<u> </u>	Price	<u> </u>	Price	ļ	Price	<u> </u>	Price	Price
1.	Mobilization (Not to Exceed 10% of Total Bid Price Excluding Mobilization)	1	LS	\$ 3	35,000.00	\$ 35,000.00	0 \$	44,869.00	\$	44,869.00	\$ 6	8,000.00	\$ 68,0	00.00	\$ 75,000.00	\$	75,000.00	\$	34,000.00	\$ 34	4,000.00	\$	77,000.00	\$	77,000.00	\$	50,000.00	\$	50,000.00	\$	55,000.00	\$ 55,000,00
2.	Furnish and Install 6-IN AWWA C900 DR 18 RJIB Water Line OR 8-IN HDPE DIPS DR11 Water Line by Open Cut	733	LF	\$	60.00	\$ 43,980.00	0 \$	57,00	\$	41,781.00	\$	63.00	\$ 46,1	79.00	\$ 80,00	\$	58,640.00	\$	66,00	\$ 48	3,378.00	\$	64.00	\$	46,912.00	\$	83.00	\$	60,839.00	\$	90.00	\$ 65,970.00
3.	Furnish and Install 6-IN AWWA C900 DR 18 RJIB Water Line OR 8-IN HDPE DIPS DR11 Water Line by Bore.	708	LF	\$	55.00	\$ 38,940.00	5	53.00	\$	37,524.00	\$	36.50	\$ 25,8	42.00	\$ 80.00	\$	56,640.00	\$	88.00	\$ 62	2,304.00	\$	74.00	\$	52,392.00	\$	51.50	\$	36,462.00	\$	102.60	\$ 72,640.80
4.	Furnish and install 6-IN AWWA C900 DR 18 RJIB Water Line Inside 12-IN Welded Steel Casing OR 8-IN HDPE DIPS DR11 Water Line Inside 14-IN Welded Steel Casing by Bore.	401	LF	\$	160.00	\$ 64,160.00	\$	135.00	\$	54,135.00	\$	139.50	\$ 55,9	39.50	\$ 166.00	\$	66,566.00	\$	142.00	\$ 56	3,942.00	\$	177,00	\$	70,977.00	\$	187,50	\$	75,187.50	\$	180.60	\$ 72,420.60
5.	Furnish and Install 10-IN AWWA C900 DR 18 RJIB Water Line OR 12-IN HDPE DIPS DR11 Water Line by Open Cut	27	LF	\$	180.00	\$ 4,860.00	\$	227.00	\$	6,129.00	\$	282.00	\$ 7,6	14.00	\$ 230.00	\$	6,210.00	\$	258.00	\$ 6	5,966.00	\$	203.00	\$	5,481.00	\$	314.50	\$	8,491.50	\$	412.00	\$ 11,124.00
6.	Furnish and Install 10-IN AWWA C900 DR 18 RJIB Water Line Inside 20-IN Welded Steel Casing OR 12-IN HDPE DIPS DR11 Water Line Inside 20-IN Welded Steel Casing by Bore.	71	LF	\$	257.00	\$ 18,247.00	\$	228.00	\$	16,188.00	\$	257.00	\$ 18,2	47.00	\$ 245.00	\$	17,395.00	\$	311.00	\$ 22	2,081.00	\$	273.00	\$	19,383.00	\$	388.50	\$	27,583.50	\$	321.50	\$ 22,826.50
7.	Furnish and Install 12-IN AWWA C900 DR 18 RJIB Water Line OR 14-IN HDPE DIPS DR11 Water Line by Open Cut	2,472	LF	\$	99.00	\$ 244,728.00	\$	109.00	\$ 2	69,448.00	\$	150.00	\$ 370,80	00.00	\$ 130,00	\$	321,360.00	\$	133.00	\$ 328	3,776.00	\$	121.00	\$	299,112.00	\$	152,00	\$	375,744.00	\$	152.40	\$ 376,732.80
8.	Furnish and Install 12-Inch AWWA C900 DR 18 RJIB Water Line OR 14-IN HDPE DIPS DR11 Water Line by Bore	2,586	LF	\$	113.00	\$ 292,218.00	\$	118,00	\$ 3	05,148.00	\$	128.50	\$ 332,30	01.00	\$ 120,00	\$	310,320.00	\$	169.00	\$ 437	,034.00	\$	145.00	\$	374,970.00	\$	148.50	\$	384,021.00	\$	165.20	\$ 427,207.20
9,	Furnish and Install 12-IN AWWA C900 DR 18 RJIB Water Line Inside 24-IN Welded Steel Casing OR 14-IN HDPE DIPS DR11 Water Line Inside 24-IN Welded Steel Casing by Bore.	72	LF	\$	320,00	\$ 23,040.00	\$	292.00	\$	21,024.00	\$	382.00	\$ 27,50	04.00	\$ 325.00	\$	23,400.00	\$	356,00	\$ 25	5,632.00	\$	333.00	\$	23,976.00	\$	507.00	\$	36,504,00	\$	425.40	\$ 30,628.80
10.	Furnish and Install 6-IN Gate Valve and Valve Box for PVC OR 8-IN Gate Valve and Valve Box for HDPE	17	EA	\$	1,851.00	\$ 31,467.00	\$	1,578.00	\$ :	26,826.00	\$ 1	1,974.00	\$ 33,58	68.00	\$ 1,900.00	\$	32,300.00	\$	1,600.00	\$ 27	,200.00	\$	1,760.00	\$	29,920.00	\$	2,496.00	\$	42,432.00	\$	2,117.60	\$ 35,999.20

			321	ie Brothers C 3 Fuqua Stre ston, TX 770	et	on, LLC	JTM Construct 2709 Cottownv Rosenberg, TX	vood S	School Road	2440	Industries, Texas Parl ouri City, T	kway		V&S Construct 9437 Gates Lo Manvel, TX 77	qoo	Company	162 Sui	anch Constructi 21 FM 517 Roa ite D kinson, TX 775	d East,	1.	R Turnkee Co 418 Wakefield ouston, TX 77	Drive		526 Sc	nderground outh Pine S ı, TX 77588	Street	es, LLC	122 V Suite	la & Matula West Way, 325 Jackson, T)		ŕ
Í		0		Unit		otal	Unit	T	Total		Unit		Total	Unit		Total		Unit	Total		Unit		Total	1	Unit		Total		Unit		Total
11.	Description  Furnish and Install 10-IN Gate Valve and Valve Box for PVC OR 12-IN Gate Valve and Valve Box for HDPE.	Quantity Unit	\$	Price 3,475.00		ice 3,475.00	Price \$ 3,267.0	0 \$	Price 3,267.00		Price 4,182.50		4,182.50	Price \$ 3,600.0	00   \$	Price 3,600.0	0 \$	4,450.00	Price \$ 4,450	0.00	Price 3,400.00	\$	Price 3,400.00		Price 5,652.50	\$	Price 5,652.50	\$	<u>Price</u> 4,187.00		<u>Price</u> 4,187.00
12,	Furnish and Install 12-IN Gate Valve and Valve Box for PVC OR 14-IN Gate Valve and Valve Box for HDPE.	13 EA	\$	4,250.00	\$ 55	i,250,00	\$ 4,071.0	0 \$	52,923.00	\$	5,131.50	\$ (	66,709,50	\$ 4,000.0	00 \$	52,000.0	3 \$	3,920.00	\$ 50,960	00,00	4,100.00	\$	53,300.00	\$	6,923.50	\$	90,005.50	\$	4,995.80	\$	64,945.40
13.	Furnish and Install 6-IN Tapping Sleave, Valve, and Valve Box.	1 EA	\$	5,550.00	\$ 5	5,550.00	\$ 4,055.0	0 \$	4,055.00	\$	4,627.50	\$	4,627.50	\$ 6,000.0	00 \$	6,000.0	3	5,340.00	\$ 5,340	.00 \$	6,700.00	\$	6,700.00	\$	9,083.00	\$	9,083,00	\$	4,247.20	\$	4,247.20
14.	Furnish and Install 8-IN Tapping Sleave, Valve, and Valve Box.	1 EA	\$	6,915.00	\$ 6	,915.00	\$ 5,342.0	0 \$	5,342.00	\$	6,041.50	\$	6,041.50	\$ 6,500.0	00 \$	6,500.0	\$	7,120.00	\$ 7,120	0.00 \$	8,250.00	\$	8,250.00	\$	11,598,00	\$	11,598.00	\$	5,698.00	\$	5,698.00
15.	Furnish and Install 10-IN Tapping Sleave, Valve, and Valve Box.	1 EA	\$	9,505.00	\$ 9	,505.00	\$ 8,040.0	0 \$	8,040.00	\$	8,227.00	\$	8,227.00	\$ 7,500.0	00 \$	7,500.0	\$	8,900.00	\$ 8,900	.00 \$	9,250.00	\$	9,250.00	\$	16,289.00	\$	16,289.00	\$	8,665.90	\$	8,665.90
16.	Remove Existing Fire Hydrant and Return to Owner.	12 EA	\$	840.00	\$ 10	,080.00	\$ 370.00	0 \$	4,440.00	\$	107.00	\$	1,284.00	\$ 500.0	00 \$	6,000.00	\$	445.00	\$ 5,340	.00 \$	300.00	\$	3,600.00	\$	200.00	\$	2,400.00	\$	394.70	\$	4,736.40
17.	Furnish and Install Fire Hydrant Assembly Unit.	14 EA	\$	8,600.00	\$ 120	,400.00	\$ 7,170.00	0 \$	100,380.00	\$	9,813.00	\$ 13	37,382.00	\$ 8,100.0	00 \$	113,400.00	\$	6,850.00	\$ 95,900	.00 \$	8,250.00	\$	115,500.00	\$	6,523.50	\$	91,329.00	\$	8,562.80	\$ 1	19,879.20
18.	Furnish Equipment and Materials to Make Water Service Tap and Connection to Existing Meter.	53 EA	\$	700.00	\$ 37	,100.00	\$ 627.00	0 \$	33,231.00	\$	429.50	\$ 2	22,763.50	\$ 800.0	00 \$	42,400.00	\$	445.00	\$ 23,585	.00 \$	405.00	\$	21,465.00	\$	491.50	\$	26,049.50	\$	602.70	\$	31,943.10
19.	Furnish and Install 3/4-IN Water Service Line.	659 LF	\$	13,00	\$ 8	,567.00	\$ 15.00	0 \$	9,885.00	\$	15.00	\$	9,885,00	\$ 32.0	0 \$	21,088.00	\$	4.00	\$ 2,636	.00 \$	18.00	\$	11,862.00	\$	8.00	\$	5,272.00	\$	46.30	\$	30,511.70
20.	Furnish and Install 3/4-IN Water Service Line Inside 1-IN Welded Steel Casing Pipe.	1,172 LF	\$	29.00	\$ 33	,988.00	\$ 30.00	0 \$	35,160.00	\$	23,50	\$ 2	27,542.00	\$ 45.0	0 \$	52,740.00	) \$	22.00	\$ 25,784	.00 \$	45.50	\$	53,326.00	\$	15.00	\$	17,580.00	\$	115.50	\$ 1	35,366.00
21.	Furnish and Install 1-IN Water Service Line.	149 LF	\$	13.00	\$ 1,	,937.00	\$ 15.00	0 \$	2,235.00	\$	30.00	\$	4,470.00	\$ 35.0	0 \$	5,215.00	\$	6,00	\$ 894	.00 \$	27.00	\$	4,023.00	\$	20.00	\$	2,980.00	\$	47.50	\$	7,077.50
22.	Furnish and Install 1-IN Water Service Line Inside 1.5-IN Welded Steel Casing Pipe.	83 LF	\$	36.00	\$ 2,	,988,00	\$ 31.00	5	2,573.00	\$	60.00	\$	4,980.00	\$ 51.0	0 \$	4,233.00	\$	24.00	\$ 1,992	.00 \$	50.00	\$	4,150.00	\$	54.50	\$	4,523.50	\$	116.10	\$	9,636.30
23.	Furnish All Materials and Equipment to Make 2-IN Wet Connection to Existing Water Main.	9 EA	\$	825.00	\$ 7,	425.00	\$ 1,705.00	) \$	15,345.00	\$	580.00	\$	5,220.00	\$ 1,200.0	D \$	10,800,00	\$	710.00	\$ 6,390	.00 \$	800.00	\$	7,200.00	\$	441.00	\$	3,969.00	\$	866.10	\$	7,794.90
24.	Furnish All Materials and Equipment to Make 6-IN Wet Connection to Existing Water Main.	7 EA	\$	1,230.00	\$ 8,	,610.00	\$ 2,366.00	\$	16,562.00	\$	515,50	\$	3,608.50	\$ 1,500.0	0 \$	10,500.00	\$	890.00	\$ 6,230	.00 \$	1,250.00	\$	8,750.00	\$	589,00	\$	4,123.00	\$	2,755.30	\$	19,287.10
25,	Furnish All Materials and Equipment to Make 8-IN Connection to Existing Water Main.	2 EA	\$	1,470.00	\$ 2,	,940.00	\$ 2,730.00	\$	5,460.00	\$	751.50	\$	1,503.00	\$ 2,000.0	0 \$	4,000.00	\$	1,068.00	\$ 2,136	.00 \$	1,960.00	\$	3,920.00	\$	1,191.50	\$	2,383.00	\$	5,161.80	\$	10,323.60

				3213	3 Fuqua Stre	on, TX 77047 Rosenberg, TX 77471				ad 24	era Industries, 140 Texas Pari issouri City, TX	kway		V&S Construction 9437 Gates Loo Manvel, TX 775	р	ompany	162° Suite	1 FM 517 Roa		141	Turnkee Con 18 Wakefield I uston, TX 770	Drive		526 5	nderground South Pine S a, TX 77588	Street		122 \ Suite	la & Matula ( West Way, 325 Jackson, TX		n, Inc.	
Na	Description	Quantity	Unit		Unit		Total Price		Unit	Total		Unit		Total	Unit		Total		Unit	Total		Unit		Total		Unit		Total		Unit	Tota	
No. 26.	Description Furnish All Materials and Equipment to	Quantity	1 EA	s	1,653.00	6	1,653.00	10	3,403.00	Price \$ 3,403	00 6	Price 1,095.00		1,095.00	Price \$ 3,000.00	1 \$	3,000.00	1 6	1,320.00	Price \$ 1,320.0	0 \$	2,050,00	<u> </u>	2,050.00		Price 1,154.50	\$	1,154.50	1 6	4,879.70	Price	e 379.70
20.	Make 10-IN Wet Connection to Existing Water Main.			•	1,055.00	*	1,055.00	•	3,403.00	φ 3,403	.00 \$	1,095.00	, ,	1,095.00	\$ 3,000.00	, ,	3,000.00	•	1,320.00	\$ 1,320.0	9	2,050.00	Φ	2,030.00	Φ	1,154.50	Φ	1,154.50	J.	4,079.70	Φ 4,0	79.70
27.	Furnish All Materials and Equipment to Make 12-IN Connection to Existing Water Main.		2 EA	\$	1,870.00	\$	3,740.00	\$	3,507.00	\$ 7,014	.00 \$	1,503.00	\$	3,006.00	\$ 4,000.00	\$	8,000.00	\$	1,760.00	\$ 3,520.0	0 \$	2,640.00	\$	5,280.00	\$	1,415.00	\$	2,830.00	\$	5,029.60	\$ 10,0	59.20
28.	Furnish All Materials and Equipment to Perform Asphalt Pavement Repair.	16	8 LF	\$	40.00	\$	6,720.00	\$	71.00	\$ 11,928	.00 \$	32.00	\$	5,376.00	\$ 170.00	\$	28,560.00	\$	17.00	\$ 2,856.0	0 \$	70.00	\$	11,760.00	\$	30.00	\$	5,040.00	\$	139.20	\$ 23,3	85.60
29.	Furnish All Materials and Equipment to Perform Concrete Pavement and Sidewalk Repair.	324	4 LF	\$	35.00	\$	11,340.00	\$	73.00	\$ 23,652	.00 \$	56.50	\$	18,306.00	\$ 55.00	\$	17,820.00	\$	176.00	\$ 57,024.0	) \$	129.00	\$	41,796.00	\$	25.00	\$	8,100.00	\$	113.10	\$ 36,64	44.40
30.	Furnish All Materials to Perform Restoration.		1 LS	\$	6,000.00	\$	6,000.00	\$	16,237.00	\$ 16,237	00 \$	19,282.00	\$	19,282.00	\$ 5,500.00	\$	5,500.00	\$	22,000.00	\$ 22,000.00	) \$	21,000.00	\$	21,000.00	\$	20,000.00	\$	20,000.00	\$	129,434.80	\$ 129,43	34.80
	Install and Maintain Trench Safety, 0-10 FT (75% of Open Cut Pipe)	2,210	DLF	\$	5.00	\$	11,050.00	\$	1.00	\$ 2,210	00 \$	1.00	\$	2,210.00	\$ 1.00	\$	2,210.00	\$	0.01	\$ 22.10	\$	2.00	\$	4,420.00	\$	0.10	\$	221.00	\$	2.00	\$ 4,42	20.00
32.	Furnish All Equipment to Perform Traffic Control in Accordance with TMUTCD.		1 LS	\$	8,000.00	\$	8,000.00	\$	24,319.00	\$ 24,319	00 \$	17,996.50	\$	17,996.50	\$ 15,000.00	\$	15,000.00	\$	18,000.00	\$ 18,000.00	\$	23,000.00	\$	23,000.00	\$	25,000.00	\$	25,000.00	\$	40,183.90	\$ 40,18	83.90
579,000	Cash Allowance–Perform Construction Material Testing Including Compaction. Section 31 23 00–Excavation, Fill, Backfill, and Grading		1 LS	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$ 20,000	00 \$	20,000.00	\$ 2	20,000.00	\$ 20,000.00	\$	20,000.00	\$	20,000.00	\$ 20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$ 20,00	00.00
0.000.00	Cash Allowance-Perform Dewatering for Pipe Installations. Section 31 23 19-Dewatering	1.6	1 LS	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$ 30,000	00 \$	30,000.00	\$ 3	80,000.00	\$ 30,000.00	\$	30,000.00	\$	30,000.00	\$ 30,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$	30,000.00	\$ 30,00	00.00
	EER'S COMPUTED TOTAL NO. 1 THROUGH 34					\$ 1,2	209,873.00			\$ 1,260,733	00		\$ 1,41	1,682.00		\$ 1	1,443,897.00			\$ 1,451,712.10			\$ 1,	474,125.00			\$ 1,5	502,847.00			\$ 1,933,85	56.80
	ACTOR'S COMPUTED TOTAL NO. 1 THROUGH 34					\$ 1,2	209,873.00			*\$1,260,553	00		\$ 1,41	1,682.00		\$ 1	1,443,897.00			\$ 1,451,712.10			*\$1,	474,125.00			\$ 1,5	502,847.00			\$ 1,933,85	56.80

\* CONTRACTOR'S COMPUTED TOTAL

Reviewed by





#### **AGENDA MEMO**

## Business of the City Council City of Sweeny, Texas

Meeting Date	05.28.2024	Agenda Items								
Approved by City Manager	Yes	Presenter(s)	Lindsay Koskiniemi, City Manager							
Reviewed by City Attorney	No	Department	Finance – Budget Office							
Subject		Discussion and possible action to approve a budget amendment Fiscal Year 2023-2024 budget for the purchase of new commerc grade mowers.								
Council Strategic Goals	in the future; Sup	port strategic inves	de adequate water supply now and the street in City facilities. es: Improve condition of public							
Attachments / Supporting documents	<ol> <li>Various qu</li> <li>TexPool R</li> </ol>	ount 0908 stateme uotes for commerci Reserve Fund Acco ar 2023-2024 Q2 In	al-grade mowers unt statement April 2024							
	Expenditure Requ		N/A							
	Amount Budgeted		N/A							
Financial	Account Number:		<b>A</b>							
Information	Additional Approp	oriation Required:	\$30,000 from TexPool Reserve Fund to General Fund Parks Department.							
	Additional Accour	nt Number(s):	Parks: 50-28-6715							

#### **Executive Summary**

Equipment maintenance and replacement needs have come up outside of the adopted FY23/24 budget. This item is to request Council approval to move funds from savings into the FY23/24 budget to meet immediate equipment needs.

#### **Water Department Update**

In November 2023, the City underwent a TCEQ investigation into the water system. The booster pump capacity is at peak and currently is within compliance. Additions to the water system will eventually require increasing booster pump capacity. An estimate to increase booster pump capacity is included for just under \$50,000. The well capacity was noted as deficient. Currently, 3 of 4 active wells are online. Well #4 is reserved for emergency situations, however, if we place well #4 into service, the well capacity will meet TCEQ's requirements. Staff was not able to complete the research necessary to know how much the cost will be to put Well #4 back into service to meet well capacity requirements.

# Sweeny

#### **AGENDA MEMO**

#### Business of the City Council City of Sweeny, Texas

Additionally, Council approved LSPS to conduct the EPA-mandated lead and copper service line inventory for \$58,000 at the last meeting. In a review of funding sources to help pay for projects, staff sound that FSBL account "TexPool Account" contains residual funds in the amount of \$61,579.05 from a water and wastewater certificate issuance from 2012, therefore costs for water or wastewater projects are appropriate.

#### Parks Department - Budget Amendment Request

Currently, the City is down to one non-commercial grade mower, and there is a substantial amount of park space and city right-of-way that City regularly mows. On one non-commercial grade mower, city staff is unable to keep up with the amount of mowing needed and expected by the public.

Year-to-date, more than \$6,500 has been spent on mower repairs. All mowers currently owned by the City have surpassed useful lives, and it is time to replace with commercial grade mowers with warrantees. Staff has obtained several quotes from reputable industry-leading, local, commercial grade mower dealers for 2 commercial-grade mowers in 50"-60" sizes.

BRAND	COST	WARRANTY INFO
GRAVELY – LAKE JACKSON	\$20,209.00	3 YEAR FULL
		REPLACEMENT COST
JOHN DEERE – ANGLETON	\$22,562.42	36-MONTH OR 1200 HOURS
GRASSHOPPER – BAY CITY	\$24,520.50	24-MONTH
KUBOTA – ANGLETON	\$26,081.84	36-MONTH OR 3600 HOURS

This budget amendment requests that Council approve staff to transfer funds needed to purchase new mowers from TexPool Reserve Fund to the General Fund. The TexPool Reserve Fund is believed to be funded from the 2017 certificate of obligation residual. This was a combination tax and revenue certificate; therefore, those funds can be used for General Fund or Enterprise Fund activities.

There are two part time Groundskeeper I positions that have been posted for dedicated grounds maintenance this summer. The intention is to fill both PT positions the first week of June.

#### **Recommended Action**

Staff recommends approval of a budget amendment to transfer funds for the purchase of new commercial-grade mowers.

#### Recommended motion:

"I move we approve a budget amendment to move funds for the purchase of 2 new commercial mowers from the TexPool Reserve Account to the General Fund in the Parks Department to account 50-28-6715."

#### Item 2.

# HAHN EQUIPMENT Co., INC.

5636 KANSAS • HOUSTON, TX 77007 • PHONE # 713-868-3255 • FAX # 868-9725

ATTN: Jody Simmons ESTIMATE #: 21200

COMPANY: City of Sweeny RE: <u>Vertical Turbine Pump</u>

FROM: Jason Van Alstine DATE: February 28, 2024

HAHN EQUIPMENT CO., INC. is pleased to submit to the City of Sweeny, the following proposal for pumping equipment:

#### WATER PLANT PUMP UPGRADE PROPOSAL

QTY ONE (1) Xylem-Goulds 12RJMC VIT-DITM, 60HP, 460V, 3P, vertical turbine pump with NSF-61 rating for potable water, including Non-reversing ratchet (NRR), TEFC electric motor with inverter-duty rating, capable of pumping between 500 GPM to 1,200 GPM operating on variable frequency drive

QTY ONE (1) Keller, pipe mount pressure transducer

QTY ONE (1) ABB model ACQ580, 60HP, 460/3, wall mount, variable frequency drive

QTY ONE (1) Unit installation labor and materials, including crane truck, to remove existing pump, install new pump, VFD, transducer and programming PID Loop

## TOTAL ESTIMATED PRICE FOR ALL EQUIPMENT LISTED ABOVE: **\$49,545.00** NOTES:

- The above price is for estimating purposes. Additional site visit to be performed by Hahn Equipment to send final Price quotation for this project
- Above price includes installation, freight, programming and start-up

F.O.B.: Houston, Texas. Prices quoted good for thirty (30) days and are exclusive of any applicable taxes or duties.

SHIPMENT: Estimated delivery is 12 to 14 weeks after receipt of written purchase order and approval drawings, unless other delivery requirements are agreed upon in writing.

TERMS OF PAYMENT: net 30 from the date of the invoice, with approved credit

CONTRACT CONDITIONS: Conditions outlined on the Company's standard general condition form, which is enclosed with this proposal, shall apply to and constitute a part of this proposal.

Sincerely,
HAHN EQUIPMENT CO., INC.

Jason Van Alstine
Sales Representative

NOTE: Invoices will be issued upon delivery, or notification equipment is available for delivery based on delivery date below.

This proposal including terms and conditions contained within are acceptable and understood.

PLEASE SIGN AND RETURN.	
AUTHORIZED SIGNATURE:	
DATE:	
We request this equipment available for delivery	

- I. ACCEPTANCE This proposal is subject to acceptance by the Purchaser within 30 days. Prices are subject to change without notice; all quotations whether published or special prices automatically expire 30 days from date of quotation, if not canceled prior to that time by another quotation or by a notice of cancellation, and are automatically canceled without notice simultaneously with the date of a price change. Acceptance of this quotation is limited to the terms hereof and Seller hereby objects to different or additional terms unless accepted by Seller in writing. No acceptance of this proposal by the Purchaser and no purchase order for any of the machinery offered in this proposal shall create any contract between Seller and Purchaser or be binding in any way upon Seller until such acceptance or purchase order is approved in writing by an executive officer of the Seller.
- II. WARRANTY As the distributor for various manufacturers, the Seller is dependent upon representation and promises made by these manufacturers as to quality of material, performance data, and delivery schedules. The Seller will pass on to the Purchaser warranties, which may be available from the manufacturer of the products, involved. In addition to any applicable warranties that may be passed on to the Purchaser, the Seller will warrant items of original manufacture of the seller for six (6) months after date of shipment against defects in material and workmanship. All warranty claims must be maid in a timely fashion by written notice to the Seller and the Seller or manufacturer involved shall have the option of requiring the return of the defective part, transportation prepaid to establish the claim. The Seller shall not be held liable for damages or delay caused by defects. The Seller's liability to the Purchaser except as to title, arising out of the supplying of the said equipment, or its use, whether based upon warranty, contract or negligence, shall not in any case exceed the cost of correcting defects in the equipment as herein provided and upon the expiration of the warranty period, all such liability shall terminate. The Seller shall not in any event be held liable for any special, indirect or consequential damages.
- III. TITLE The Seller will deliver the equipment F.O.B. cars or trucks at point of shipment and such delivery will constitute delivery to the Purchaser. Title and risk of loss of the equipment shall pass to the Purchaser at this point.
- IV. INSURANCE The Purchaser shall bear all risk of loss or damage to the machinery after delivery and shall provide and maintain adequate insurance against loss or damage by fire or other causes to the machinery during the time between delivery and final payment in an amount fully protecting the Seller. Loss or damage by fire or other causes within such period shall not relieve the Purchaser from his obligation to pay the purchase price in full.
- V. TERMS Terms are net cash upon shipment or notification that we are ready to ship. Prorata payments shall become due and payable as partial shipments are made hereunder. Payment within thirty (30) days will be considered the same as cash pending approval of credit. These terms apply to partial as well as complete shipments. On orders over \$50,000.00 or as specifically stated on our proposal, special payment terms may be required. These terms are normally included with our proposal and are as stated in the Terms & Conditions form of the manufacturer involved. There is no cash discount given for cash or prompt payment unless specifically agreed upon in writing.
- VI: TAXES The Purchaser shall pay to the Seller, in addition to the purchase price, the amount of all sales, use, privilege occupation, excise or other taxes, federal, state, local, or foreign which the Seller is required to pay in connection with furnishing goods or services to the Purchaser.
- VII. **FREIGHT** Unless otherwise agreed upon in writing, all equipment is quoted F.O.B. shipping point. The Purchaser shall pay to the Seller in addition to the purchase price, freight charges, which may be required in shipping the equipment from the point of manufacture or storage to the Purchaser's plant. If freight charges are included in the quotation, then the Purchaser shall pay to the Seller, in addition to the purchase price, any amount by which transportation charges may be increased, either by reason of increased transportation rates or because of a change in the method of transportation.
- VIII. PRICE AND ADJUSTMENT The following clauses are applicable to the extent they are referred to elsewhere in this proposal. Selection of price adjustment clause is based upon the proposed shipping date for the equipment offered.
  - Clause 1: The prices named herein are not subject to any change from the prices in effect on the date the order is accepted.
  - Clause 2: The prices named herein will be adjusted to the prices in effect at time of shipment,
  - Clause 3: The prices named herein are subject to escalation in accordance with manufacturer's standard escalation policy or as otherwise stated in the proposal.
- SHIPPING DATES The time for shipment given herein is approximate and is estimated from the date of receipt of order with complete manufacturing information and approval of drawings as may be necessary. The Seller relies upon the information supplied by various manufacturers and will endeavor to maintain quoted shipment times but the Seller will not be liable for any for any special, indirect or consequential damages arising from delay in shipment, irrespective of the reason therefore.
- X. CANCELLATION The Purchaser may cancel his order only upon written notice and payment to the Seller of reasonable and proper cancellation charges including administrative and engineering expense and loss of profits.
- XI. **RESTOCKING** No merchandise may be returned to the Seller without its written consent and shipping instructions being first obtained. Restocking charges will be provided upon request for the particular item involved and will be as determined by the equipment manufacturer.





Attention: Jody Simmon

February 28, 2024 9001-240227-014 - 0

To: The City of Sweeny Water Department,

Thank you for your inquiry. Please find enclosed our quotation for your review and acceptance.

Please let me know if you have any questions or require any further clarification.

Respectfully,

Jason Van Alstine

Hahn Equipment Co., Inc.



Quote ID: 9001-240227-014:0:2 QTY: VIT-DITM 12RJMC, 3 Stages

Item 2.

GOULDS a xylem brand

#### PERFORMANCE ON DESIGN CURVE AT 1770 RPM

	Shut Off	Design [2]	Run Out [5]		
Flow (USGPM)	0.0	1000.0	1387.0	Best Efficiency	83.00 % at 1008.0 USgpm
TDH-Bowl (ft)	238.0	168.0	111.0	Design Flow % BEP	99.21 %
TDH-Disch Flange ( ft)	231.2	160.7	103.1	Pump Efficiency	82.19 %
Bowl Efficiency (%)	-	82.90	74.10	Overall Efficiency	78.08 %
Guaranteed Bowl Efficiency (%)	· (a)	78.76		NOL Power	53.2 Hp at 1164.0 USgpm
Power (Hp)	33.0	51.2	52.4	Specified NPSH Ratio	1.1
Guaranteed Power (Hp)		55.3	N IN	Thrust Load Power Loss	0.22542 Hp
NPSHr (ft) [1]	320	14.1	22.7	Total Flow Derate Factor	1.00
NPSH Margin (ft) [1]	-	21.8	13.2	Total Head Derate Factor	1.00
Hydraulic Thrust(lb)	2261.0	1600.0	1054.0	Total Efficiency Derate Factor	1.00
Thrust (lb)	2509.2	1804.0	1222.1	Actual Submergence	40.00 in
Pressure-Bowl (psi)	103.0	72.7	48.1	Shaft Friction Power Loss	0.03 Hp
Pressure-Disch Flange (psi)	100.1	69.5	44.6	Min Flow (MCSF)	252.0 USgpm
Min Submergence (Inch) [3]	(¥)	26.21	31.91	kWh per 1000 gal	0.67557
Friction Loss (ft) [4]		0.59	1.14	Impeller Running Clearance	0.13 in
Lineshaft Elongation (Inch)	0.00717	0.00507			
Column Elongation (Inch)	0.00050	0.00035			
Lateral (Inch)	0.13667	0,13472			

[1] at 1st impeller eye [2] rated values

[3] from pump suction inlet

[4] from bowl to disch flange

[5] per published data

#### **OPERATING CONDITIONS**

Specified Flow	1000.00 USgpm
Specified TDH	165.00 ft
Rated Speed	1770 RPM
Atmospheric Pressure	14.70 psi
TPL	9.70 ft
Pumping Level	6.00 ft
Specified Sump Depth	10.00 ft
NPSHa at 1st Impeller	35.9 ft
NPSHa at Grade	34.0 ft
Operational Design	Variable Speed

Fluid	Water
Fluid Temperature	68.0 °F
Specific Gravity	1.0000
Viscosity	1.0017 cP
Vapor Pressure	0.3393 psi
Density	62 lbs/ft³

#### MATERIALS & DIMENSIONS

Bowl Data	
Bowl Material Cast Iron with Glass Enamel	
Impeller Material	316SS
Bowlshaft Material	416SS
Impeller Attachment	Taper Lock
Taperlock Material	Carbon Steel
Discharge Bowl Material	Cast Iron
Suction Type	Bell
Suction Material	Cast Iron
Bowl Bolting Material	Carbon Steel
Sand Collar	304SS
Pipe Plug	Iron
Suction Bearing	Bronze

#### **Bowl Data**

Discharge Bowl Bearing	Bronze
Intermediate Bowl Bearing	Bronze
Impeller Trim	7.75 in
Bowl Pressure Limit	380 psi
Model Max Sphere Size	0.94 in
Available Lateral	1.12 in
Bowl Shaft Diameter	1 11/16 in [42.9 mm]
Impeller Balance	Manufacturer's Standard
Impeller Design	Enclosed
Bowl Shaft Power Limit	374.82 Hp
Bowl Assembly Provided By	Xylem

#### **Bowl Specials**

DO NOT USE F	OR CONSTRUCTION	N UNLESS CERTIFIED
Certified By	10	
Project		
Tag		
PO Number		
Serial Number		14



#### SUBMITTAL

Quote ID: 9001-240227-014:0:2 QTY: VIT-DITM 12RJMC, 3 Stages

Item 2.

Column Data

Threaded Column Type 8 in [203 mm] Column Diameter 1 in [25.4 mm] **Lineshaft Diameter** Column Pipe Material Carbon Steel **416SS Lineshaft Material** Lineshaft Bearing Material Rubber (Dog Bone) **Lineshaft Coupling Type** Threaded **416SS Lineshaft Coupling Material** 0.11 ft Column Loss 6.52 ft/s Column Velocity **304SS** Separate Bearing Retainer Separate Bearing Retainer Design 5 ft [1.5 m] Spacing Maximum Bearing Spacing Max Column Section Length

Column Data

Number of Bearings 2047 RPM First Lateral Critical Speed First Lateral Critical Speed 1.16 Ratio 7152 RPM Second Lateral Critical Speed Second Lateral Critical Speed 4.04 Ratio Column Wall Thickness 0.32 in (Open LS) Product Lube **Lubrication Method Lineshaft Power Limit** 70 Hp Column Assembly Provided By **Xylem** 

#### Column Specials

#### **Head Data**

DI (Ductile Iron) **Head Type** 150# Discharge Flange Rating Disch Flange Pressure Limit 250 psi One Piece Head **Head Design** Ductile Iron Discharge Head Material Headshaft Material 416SS Threaded **Headshaft Coupling Type** 416SS Headshaft Coupling Material Headshaft Diameter 1.00 in 8 in [203 mm] Discharge Head Size 16.5 in [419 mm] Discharge Head BD

#### Head Data

Packing Sealing Method Acrylic Yam and Graphite Packing Material Cast Iron Stuffing Box Material 316SS Stuffing Box / Seal Hsg Bolt Stuffing Box / Seal Hsg Brg Bronze 0.48 ft Head Loss Carbon Steel **Head Bolting** 316SS Split Gland Head Assembly Provided By **Xylem** 

#### **Head Specials**

#### **Motor Data**

Vertical Hollow Shaft Motor **Driver Type** US Manufacturer 60 Hp **HP** Rating Speed [Poles] 1800 rpm [4 pole] 460 V Voltage 3 PH / 60 Hz Phase / Frequency TEFC **Enclosure** Efficiency / Config Premium 95.00 % **Motor Efficiency** 364TP **Motor Frame** 16.5 in BD 1.00 in BX/U

#### **Motor Data**

1.00 in 100% HT Thrust Level 5600 lbs **Thrust Capacity** No **Inverter Duty** Steady Bushing No NRR w/o Steady Bushing Coupling HT60P2CLG Mfg Catalog Number H060C2A1GB-TPNU-00000A000 Motor Part Number **Xylem** Motor Provided By Distributor Motor Mounted By

#### **Motor Specials**

#### **Coating Data**

Goulds Water Technology Blue **Bowl OD** Enamel

#### **Coating Data**

Goulds Water Technology Blue Column OD Enamel

### DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	
Tag	
PO Number	
Serial Number	15



#### SUBMITTAL

Quote ID: 9001-240227-014:0:2 QTY: VIT-DITM 12RJMC, 3 Stages

Item 2.

**Coating Data** 

Head OD Goulds Water Technology Blue Enamel

**Testing Data** 

Accessories

Optimyze Gateway Included

**Engineering Services** 

NSF 61 Certified Construction Approved

**Engineering Services Notes** 

Miscellaneous Specials

**Assembly and Crating** 

Assembly Fully Assembled Crating Domestic Skid

**Assembly and Crating Notes** 

In general, pumps are crated and shipped fully assembled\* via standard freight methods (LTL/LCL) if overall crated length is 20 ft or less and weight is 2500 lbs or less. Up to 45 ft and 4000 lbs can still be fully assembled but will ship via dedicated freight methods (FTL/FCL/flatbed/air/special). Otherwise, each sub-assembly (bowl, column, and head) is crated separately ("column loose"). \*Motors, suction cans, mechanical seals, spare parts, and other special items are crated separately. Coordinate specific expectations with the factory at time of order.

Weight Data

Total Bowl Weight 440 lbs
Total Column Weight 217 lbs
Head Weight 260 lbs
Motor Weight 900 lbs

Weight Data

Total Weight 1817 lbs

Comments

#### INFO, WARNING & ERROR MESSAGES

Our offer does not include specific review and incorporation of any Statutory or Regulatory Requirements, and the offer is limited to the requirements of the design specifications. Should any Statutory or Regulatory requirements need to be reviewed and incorporated, then the Customer is responsible to identify those and provide copies for review and revision of our offer.

Our quotation is offered in accordance with our comments and exceptions identified in our proposal and governed by our standard terms and conditions of sale – Xylem Americas. Available here: https://www.xylem.com/en-us/support/xylem-americas-standard-terms-and-conditions/

For units requiring a factory performance test, all performance tests will be conducted per ANSI/HI 14.6 standards unless otherwise noted. As a standard, test results for the primary design point meeting grade 2B tolerances for pumps with a rated shaft power of 134 hp or less and grade 1B for greater than 134 hp will be

considered passing. If secondary or tertiary design points are required to be tested, these will be subject to grade 3B tolerances. For testing of more than 3 points, consult the factory. Other

DO NOT USE	FOR CONSTRUCTION UNLESS CERTIFIED
Certified By	
Project	
Tag	
PO Number	
Serial Number	16



#### SUBMITTAL

Quote ID: 9001-240227-014:0:2 QTY: VIT-DITM 12RJMC, 3 Stages

Item 2.

acceptance grades are available and must be clearly noted and mutually agreed upon between the Customer and Xylem before release to manufacture.

Holding shipment for testing approval allows 2 weeks of calculated production lead time for the approval process. If shipment approval has not been obtained by 4 weeks after submission of passing test results, Xylem reserves the right to ship product on purchase orders less than or equal to \$10,000 USD without explicit approval, or to impose storage fees until shipment approval is granted on purchase orders greater than \$10,000 USD. For planned approval processes exceeding 2 weeks, please consider that additional lead time and coordinate expectations with the factory, including storage fees. For faster shipment, select "No" to the hold shipment for testing approval option.

For units not requiring a factory performance test, product performance can be expected to meet 3B tolerances primarily due to the variability of field conditions. Field-measured performance may vary from factory-measured performance or published data as a result of unknown or unpredictable system conditions and measurement variability. If field performance testing is required after installation, factory performance testing before shipment is strongly recommended. Field performance test results do not constitute a warranty claim unless verified by Xylem.

The information provided in this submittal is published data nominally representative of the selected pump model's performance characteristics. If factory performance testing is included, actual as-tested performance curves for each tested pump will be provided after testing is complete. Impeller trim diameter is subject to change to meet intended design conditions.

Special requests are subject to further review after receipt of customer purchase order during the factory's order entry and design engineering processes. If NSF 61 certified construction is required, an additional audit will completed. The Xylem team will communicate any discrepancies and possible changes. Xylem certifies that the materials specified with a NSF 61 certified construction are in compliance with NSF/ANSI/CAN 61 Drinking Water System Components - Health Effects. In compliance with NSF, Xylem vertical turbine pumps are assembled in NSF certified facilities in our Vertical Turbine Global Center of Excellence in Lubbock, TX, or our Vertical Column Pump factory in Pewaukee, WI. For more information, see our official listing here:
https://info.nsf.org/Certified/PwsComponents/Listings.asp?Company=1D860&Standard=061

Customer is responsible for verifying that the recommendations made and the materials selected are satisfactory for the Customer's intended environment and Customer's use of the selected pump. Customer is responsible for determining the suitability of Xylem recommendations for all operating conditions within Customer's and/or End User's control. Xylem disclaims all warranties, express or implied warranties, including, but not limited to, warranties of merchantability and fitness for a particular purpose, and all express warranties other than the limited express warranty set forth in the attached standard terms and conditions of sale – Xylem Americas attached hereafter.

Xylem does not guarantee any pump intake configuration. The hydraulic and structural adequacies of these structures are the sole responsibility of the Customer or his representatives. Further, Xylem accepts no liability arising out of unsatisfactory pump intake field operating conditions. The Customer or his representatives are referred to the Hydraulic Institute Standards for recommendations on pump intake design. To optimize the hydraulic design of a field pump intake configuration, the Customer should strongly consider performing a detailed scale model pump intake study. However, the adequacies of these recommendations are the sole responsibility of the Customer.

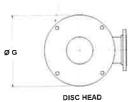
Xylem's standard enamel paint offering is a coating applied at no extra charge and is intended to provide a limited cosmetic improvement over the bare metal product. The coating will not prevent rust, corrosion, or fading. Fading, flaking, chipping, or bleeding rust can be expected within 3 months of exposure to weather or other elements. For applications where visual aesthetics or corrosion resistance is important, please consider one of our protective coating options.

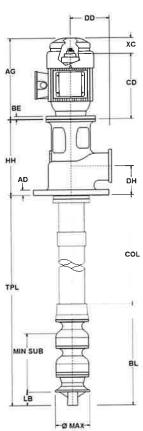
DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED		
Certified By		
Project		
Tag		
PO Number		
Serial Number	17	



Quote ID: 9001-240227-014:0:2 QTY: VIT-DITM 12RJMC, 3 Stages

#### "J" DIA "K"PLCS EQ SP ON "H" BC





DIMENSIONS	
Dim G [Mounting Flange Dia]:	21.00 in
J [Mounting Flange Hole Dia]	0.75 in
K [Mounting Hole Places]	4
H [Mounting Flange Bolt Circle]	18,75 ir
AG [Motor Height]	36.13 ir
CD [Motor Coupling Height]	30,00 ir
XC [Top Hdshft to top VHS Motor]	5.94 ir
BD [Motor Base Dia]	16.50 ir
BE [Motor Base Thickness]	1.00 ir
Discharge Head Size	8.00 ir
BD Head [Discharge Head Base Dia]	16,50 ii
HH [Head Height]	21,00 ii
AD [Mounting Flange Thickness]	0.88 ir
DD [Disch Flange Stickout]	11,00 ii
DH [Disch Flange Height]	9,00 i
R [Hanger Flange OD]	9.50 i
COL [Column Length]	72.19 ii
Column Diameter	8,00 is
TPL [Total Pump Length]	116.38 i
MIN SUB [Minimum Submergence]	26.21 i
LB [Length to Bottom]	4.38 i
MAX [Max Assembly OD]	11.60 i
BL [Bowl Assembly Length]	44.19 i
SU [Shaft Stickup]	8.00 i
Discharge Flange	8"-150

PUMP DATA		
Column Diameter	8 in [203 mm]	
Lineshaft Diameter	1 in [25.4 mm]	
Specified Flow	1000.00 USgpm	
Specified TDH	165.00 ft	
Pumping Level	6.00 ft	
Motor Manufacturer	US	
Driver Type	Vertical Hollow Shaft Motor	
Selected Motor Power	60,00 Hp	
Motor Speed	1770 RPM	
Phase / Frequency	3 PH / 60 Hz	
Voltage	460 V	

WEIGHTS	
Total Bowl Weight	440 lbs
Total Column Weight	217 lbs
Head Weight	260 lbs
Motor Weight	900 lbs
Total Weight	1817 lbs

NOTES		
1	Total Pump Length ± 1.0 inch.	
2	Tolerance on all dimensions is .12 or ± .12 inch per 5 ft, whichever is greater.	
3	All dimensions shown are in inches unless otherwise specified.	
4	Drawing not to scale.	
5	½" NPT – Gauge Conn (plugged)	
6	Driver may be rotated at 90° intervals about vertical centerline for details refer to driver dimension drawing.	
7	Refer to product IOM for impeller setting requirements.	
8	This assembly has been designed so that its natural frequency responses avoid the specific operating speeds by an adequate safety margin. The design has assumed the foundation to be rigid.	

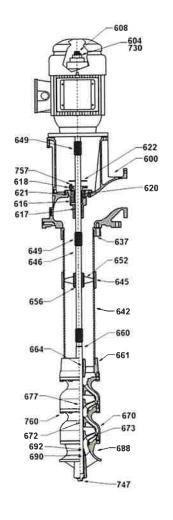
DO NOT USE FOR CO	NSTRUCTION UNLESS CERTIFIED
Certified By	
Project	
Tag	
PO Number	
Serial Number	18



CROSS SECTION DRAY

Item 2.

Quote ID: 9001-240227-014:0:2 QTY: 1 VIT-DITM 12RJMC, 3 Stages



GOULDS

a xylem brand

ITEI		CODE	ATERIALS  MATERIAL	ASTM#
		CODE	1117 ( 1 161 (1) (16	
неа	d Assembly			
608	Headshaft		SST 416	A582 S41600
600	Head - Discharge		Ductile Iron 65-45-12	A536
604	Nut - Adjusting		Carbon Steel 1018	A108
616	Box - Stuffing		Cast Iron CL 30	A48 CLASS 30B
617	Bearing - Seal Housing		Bismuth Bronze	B584 Modified
618	Gland - Split		SST 316	A744M
620	Packing		Graphite Packing	ML402-99
621	O-Ring		Nitrile Buna N	D4322
622	Slinger		Rubber EPDM	D3568
649	Coupling - Headshaft		SST 416	A582M
730	Key - Motor Gib		Carbon Steel 1018	A108
757	Screw - Gland Adj		SST 316	A276
760	Capscrew - Hex	2298	Steel Bolting GR 8	J429
Col	umn Assembly			
642	Pipe - Column	6501	Black Pipe Sch 40	A53
645	Column - Coupling	6501	Black Pipe Sch 40	A53
646	Lineshaft	2227	SST 416	A582 S41600
649	Coupling - Lineshaft	2265	SST 416	A582M
652	Retainer - Bearing	1205	SST 304	A744M
656	Bearing - Lineshaft	5121	Rubber EPDM	D3568
Boy	vl Assembly			
660	Bowlshaft	2227	SST 416	A582 S41600
661	Bowl - Discharge	1003	Cast Iron CL 30	A48 CLASS 30B
664	Bearing - Discharge Bowl	1618	Bismuth Bronze	B584 Modified
670	Bowl - Intermediate	6911	Cast Iron CL 30 Enamel	A48
672	Bearing - Intermediate Bowl	1618	Bismuth Bronze	B584 Modified
673	Impeller	1203	SST 316	A744M
677	Taperlock - Impeller	2242	Carbon Steel 1018	A108
688	Suction	1003	Cast Iron CL 30	A48 CLASS 30E
690	Bearing - Suction	1618	Bismuth Bronze	B584 Modified
692	Sandcollar	1205	SST 304	A744M
747	Plug - Pipe	1046	Malleable Iron	A197
760	Capscrew - Hex	2298	Steel Bolting GR 8	J429

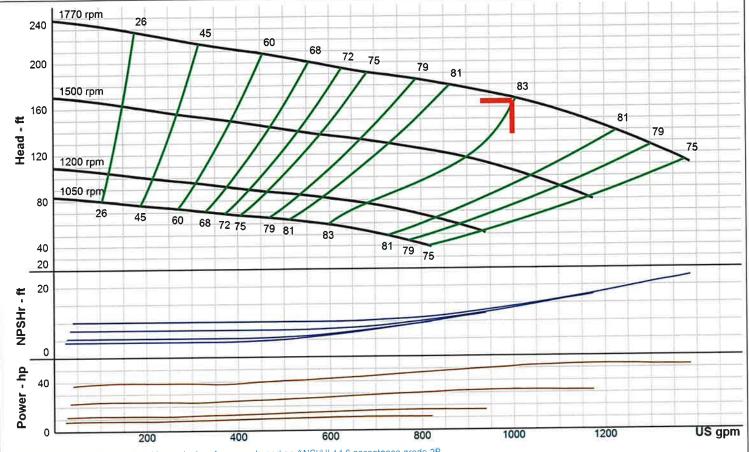
DO NOT USE FOR CO	NSTRUCTION UNLESS CERTIFIED
Certified By	
Project	
Tag	
PO Number	
Serial Number	19

#### PERFORMANCE CUI

Quote ID: 9001-240227-014:0:2 QTY: VIT-DITM 12RJMC, 3 Stages

Item 2.





Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.6 acceptance grade 2B. Design values are guaranteed within the following tolerances: Flow ± 8%, Head ± 5%, and optionally either Power + 8% or Efficiency - 5% at manufacturer's discretion.

Specified Flow	1000.00 USgpm	Shut Off Pressure (Bowl)	103.0 psi	Driver Size Criteria	NOL Power Across
Specified TDH	165.00 ft	Shut Off Pressure (Disch Flange)	100_1 psi	Dilver Size Officeria	Design Curve
Rated Speed	1770 RPM	Run Out Flow	1387.0 USgpm	Allow Service Factor	No
Atmospheric Pressure	14.70 psi	Run Out TDH (Bowl)	111.0 ft	kWh per 1000 gal	0,67557
	6.00 ft	Run Out TDH (Disch Flange)	103.1 ft	NPSHr at Design	14.1 ft
Pumping Level	34.0 ft	Run Out Pressure (Bowl)	48.1 psi	NPSH Margin at Design	21.8 ft
NPSHa at Grade	35.9 ft	Run Out Pressure (Disch Flange)	44.6 psi	Min Submergence at Design	26.21 in
NPSHa at 1st Impeller	Water	Bowl Efficiency at Design	82.90 %	Actual Submergence	40.00 in
Fluid		Guaranteed Bowl Efficiency	78.76 %	Thrust K-Factor	9.5 lbpft
Fluid Temperature	68.0 °F	Best Efficiency	83.00 %	Thrust at Design	1804 0 lb
Specific Gravity	1.0000	BEP Flow	1008.0 USgpm	Thrust at Shut Off	2509.2 lb
Viscosity	1.0017 cP		99 21 %	Thrust at Run Out	1222.1 lb
Vapor Pressure	0.3393 psi	Design Flow % BEP	82.19 %		Cast Iron with Glass
Density	62 lbs/ft³	Pump Efficiency		Bowl Material	Enamel
Design Flow	1000 0 USgpm	Motor Efficiency	95 00 %	Bowl Material Derate Factor	1:00
Min Flow (MCSF)	252.0 USgpm	Overall Efficiency	78.08 %	Impeller Material	316SS
Design TDH (Bowl)	168.0 ft	Friction Loss at Design	0.59 ft	Impeller Matl Derate Factor	1.00
Design TDH (Disch Flange)	160.7 ft	Power at Design	51.2 Hp	Total Flow Derate Factor	1.00
Design Pressure (Bowl)	72.7 psi	Guaranteed Power	55.3 Hp	Total Head Derate Factor	1.00
Design Pressure (Disch Flange)	69.5 psi	NOL Power	53.2 Hp	Total Efficiency Derate Factor	1.00
Shut Off TDH (Bowl)	238.0 ft	Max Power (NOL) Flow	1164.0 USgpm	Total Efficiency Delate Factor	1,00
Shut Off TDH (Disch Flange)	231.3 ft	Recommended Power	60.00 Hp		

DO NOT USE FOR CONST	TRUCTION UNLESS CERTIFIED
Certified By	
Project	
Tag	
PO Number	
Serial Number	20

#### (V7 - Effective 9 May 2022)



#### TERMS AND CONDITIONS OF SALES - XYLEM AMERICAS

- 1. Agreement, Integration and Conflict of Terms. "Proposal" means the Seller's quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. "Seller" means the applicable affiliate of Xylem Inc. that is party to the Agreement. "Buyer" means the entity that is party to the Agreement with Seller. "Agreement" means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller's Proposal is expressly conditioned on Buyer's acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller's acceptance of any such modifications. Seller's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.
- Quotation, Withdrawal, Expiration. Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer's acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.
- 3. Prices. Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller's specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties or levies. Buyer will have the responsibility for the payment of all such applicable taxes.
- Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer's payment must be in Seller's local currency, as determined by Seller's office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.5% charge. Payment in full is due within thirty (30) days from the invoice date ("Payment Due Date"), unless otherwise stated in Seller's documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement, (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in making payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null andvoid
- 5. Title, Delivery, Risk of Loss. Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller's plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 22), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer's goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental, or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection, and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

rentered in accordance with the order.

Related Party Buyers' means Buyers, directly or indirectly, owned more than 50% by Xylem Inc. or under significant orjoint control by Xylem Inc. For export shipments from the USA to Related Party Buyers, title and risk of loss for the goods willpass to the Related Party Buyer at the port of destination. Incoterm 2020 shall be DAP (Destination). Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the USA, delivery, and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. Title will pass when the risk of loss passes to Buyer. Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the

payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted bylaw.

6. Warranty. Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, leastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the Proposal will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer period is provided by law or is specified in the product documentation (the "Warranty"). For services, the warranty period will be three (3) months from the date of invoice unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Except as otherwise provided by law, Seller will, at its option and at no cost to Buyer, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defectivegoods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses

Buyer's failure to comply with Seller's repair or replacement advice will constitute a waiver of Buyer's rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.

- 7. Inspection. Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site ("Site"), Buyer will notify Seller in writing of any apparentshipment shortages, damages, or nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice will constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal
- 8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.



#### TERMS AND CONDITIONS OF SALES – XYLEM AMERICAS

(V7 - Effective 9 May 2022)

- 9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES
- Force Majeure. Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "Force Majeure" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes, (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of materials, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis, Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.
- 11. Cancellation; Termination. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses, Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

- 12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement, and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.
- 13. Confidential Information. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively "Confidential Information") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent, Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement, Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.
- 14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the Warranty is void. If Buyer has engaged Seller to provide an engineer for start- up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor, and facilities that might be required to install and operate the goods.
- 15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery

schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

- 16. Buyer's Warranty. Buyer warrants the accuracy of anyand all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information proveinaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages, and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.
- 17. Product Recalls. In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact which such customers
- 18. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.
- 19. Export Regulation. Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation, or rule. The Buyer will be responsible for any breach of this Article 19.
- 20. Privacy and Customer Data. Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the contract, Seller's data privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("Customer Data") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.
- 21. Titles; Waiver; Severability. The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement or to exercise any tights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.
- 22. Changes. Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("Change Order"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fees will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.



ACCOUNT: DOCUMENTS:

PAG 04/ Item 2.

CITY OF SWEENY
TEX POOL ACCOUNTS
PO BOX 248
SWEENY TX 77480-0248

<D> 30 0 0

PUBLIC FUNDS INTE	REST BEARING	CHECKING ACCOUN	T	 	
MINIMUM BALANCE AVERAGE BALANCE	61,498.18	LAST STATEMENT 0 1 CREDIT DEBITS THIS STATEMENT 0	S	80.	.87 .00
TOTAL DAYS IN STATEMENT PERIO			, ,	,	
DESCRIPTION INTEREST	- OTHER CF	REDITS	 DATE 04/30	AM( 8 (	OUNT
	- I N T E R	E S T			
AVERAGE LEDGER BALANCE: INTEREST PAID THIS PERIOD: INTEREST PAID 2024:	80.87	INTEREST EARNED DAYS IN PERIOD: ANNUAL PERCENTA	03/30/24-04	1/30/24:	32
ITEMIZATION	OF OVERDRAFT	' AND RETURNED IT	EM FEES		
*************** *	*********   	***************  TOTAL FOR  THIS PERIOD	7	TOTAL	*
* TOTAL OVERDRAFT FEE	S:	\$.00	 	\$.00	* *
* * TOTAL RETURNED ITEM *********		\$.00	   *******	\$.00 *****	* * **
DATEBALANCE D. 04/30 61,579.05	- DAILY BA ATE		– – – ATE	BALANC	CE

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Item 2.

## WRITE US AT THE ADDRESS ON THE FRONT OF THIS STATEMENT OR CALL US AT THE TELEPHONE NUMBER THE FRONT OF THIS STATEMENT, AS SOON AS YOU CAN.

If you think your statement is wrong or you need more information about a transfer on the statement or receipt, we must hear from you no later than 60 days after we send you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe there is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

THIS IS PROVIDED TO HELP VOIL BALANCE.

We will investigate your complaint and will correct any error promptly. We will tell you the results of our investigation within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. An account is considered new for 30 days after the first deposit is made, if you are a new customer. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, point-of-sale or foreign initiated transfer) to investigate your complaint or question. If we decide to do this we will re-credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not re-credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents used in our investigation.

**CHECKS OUTSTANDING** 

YOUR STAT	NO.	AMOU	NT	
1001101111				
YOUR BALANCE SHOWN ON THIS STATEMENT	\$			
ADD + (IF ANY) DEPOSITS NOT SHOWN ON THIS STATEMENT	\$			
TOTAL	\$			
SUBTRACT - (IF ANY) CHECKS OUTSTANDING	\$			
BALANCE	\$			
SHOULD AGREE WITH YOUR	R CHECK BOOK BALANCE			
		TOTAL		

#### IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR STATEMENT

If you think your statement is wrong or you need more information about a transaction on your statement, write us on a separate sheet at the address shown on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us but doing so will not preserve your rights.

In your letter, give us the following information:

- (1) Your name and account number.
- (2) The dollar amount of the suspected error.
- (3) Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your statement that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

PLEASE EXAMINE THIS STATEMENT AT ONCE.

If no error is reported within 60 days, the account will be considered correct.

PLEASE NOTIFY US IN WRITING OF CHANGE OF ADDRESS.

Check 21 Notification: If you request the return of your original checks you may receive a "Substitute Check" in response. The Substitute Check is the legal equivalent of an original check and you have rights that apply when you believe, in good faith, that a Substitute Check was not properly charged to your account. Call the number on the front of this statement to request a Check 21 disclosure.

TexPool Participant Services 1001 Texas Avenue, Suite 1150 Houston, TX 77002





CITY OF SWEENY RESERVE FUND ATTN LINDSAY KOSKINIEMI PO BOX 248 SWEENY TX 77480-0248

## Participant Statement

Statement Period 04/01/2024 - 04/30/2024

Customer Service Location ID Investor ID **1-866-TEX-POOL** 000077174

## **TexPool Update**

Based on participant feedback, effective December 1, 2023, TexPool now offers direct check purchases into TexPool and TexPool Prime. Please contact TexPool Participant Services to learn more.

TexPool Summa	ary					
Pool Name	Beginning Balance	Total Deposits	Total Withdrawals	Total Interest	Current Balance	Average Balance
Texas Local Government Investment Pool	\$30,585.70	\$0.00	\$0.00	\$133.59	\$30,719.29	\$30,590.15
Total Dollar Value	\$30,585.70	\$0.00	\$0.00	\$133.59	\$30,719.29	

#### Portfolio Value

Pool Name	Pool/Account	Market Value (04/01/2024)	Share Price (04/30/2024)	Shares Owned (04/30/2024)	Market Value (04/30/2024)
Texas Local Government Investment Pool		\$30,585.70	\$1.00	30,719.290	\$30,719.29
Total Dollar Value		\$30,585.70			\$30,719.29

## **Interest Summary**

		Month-to-Date	Year-to-Date
Pool Name	Pool/Account	Interest	Interest
Texas Local Government Investment Pool		\$133.59	\$536.37
Total		\$133.59	\$536.37

### **Transaction Detail**

Texas Local	Governme	nt Investment Pool	Participant: CITY OF SWEENY							
Pool/Account:										
Transaction Date	Settlement Date	Transaction Description	Transaction Dollar Amount	Share Price	Shares This Transaction	Shares Owned				
04/01/2024	04/01/2024	BEGINNING BALANCE	\$30,585.70	\$1.00		30,585.700				
04/30/2024	04/30/2024	MONTHLY POSTING	\$133.59	\$1.00	133.590	30,719.290				
Account Value	as of 04/30/20	24	\$30,719.29	\$1.00		30,719.290				

PAGE 1/1

# CITY OF SWEENY QUARTERLY INVESTMENT REPORT SECOND QUARTER OF FY24 JAN, FEB, MAR

ACCOUNT NAME		VETERANS MEMORIAL PROJECT	TEXPOOL ACCOUNT	2004 CIP PROJECT FUND	PD NARCOTIC GRANT	INTEREST & SINKING - GO BOND	WATER SOFTENER	ENTERPRISE FUND	RESERVE & RESTRICTED	CUSTOMER UTILITY DEPOSIT HOLDINGS	PAYROLL FUND	BEAUTIFICATION	POLICE FORFEITURE	POLICE SEIZURE	PD TRANING	SPECIAL ACCOUNT		DISASTER CONTINGENCY	RESERVE FUND	SWEENY EDC	PAYROLL	SIDEWALK FUND	POLICE DEPT VESTS	INFRASTRUCTURE DONATION		ENTERPRISE FUND	CUSTOMER DEPOSITS	2019 CERTIFICATES	APRA FUNDS 2ND TRANCHE	GENERAL FUND		2019 CERTIFICATES		DEBT SERVICE FUND
ACCOUNT NUMBER																																		
INSTITUTION	FS8L	FSBL	FSBL	FSBL	FSBL	FSBL	FSBL	FSBL	FSBL	FSBL	F\$BL	FSBL	FSBL	FSBL	FSBL	FSBL		TEXPOOL	TEXPOOL	TEXPOOL	TEXPOOL	TEXPOOL	TEXPOOL	TEXPOOL		LOGIC	LOGIC	LOGIC	LOGIC	LOGIC		TEXSTAR	TEXSTAR	TEVETAG
ACCOUNT TYPE	CHECKING	CHECKING	CHECKING	CHECKING	CHECKING	CHECKING	CHECKING	CHECKING	CHECKING	CHECKING	CHECKING	CHECKING	SAVINGS	SAVINGS	SAVINGS	SAVINGS		INVESTMENT	INVESTMENT	INVESTMENT	INVESTMENT	INVESTMENT	INVESTMENT	INVESTMENT		INVESTMENT	INVESTMENT	INVESTMENT	INVESTMENT	INVESTMENT		INVESTMENT	INVESTMENT	INVESTMENT
AVE	vs	\$5	¢,	45	¢,	\$	ς.	s	٠,	s	s	<>	4.5	45-	ţ,	<∧		٧,	\$	s	٠.	S	¢,	٧.		s,	٠,	45	€/>	45		w	\$	•
AVERAGE ACCOUNT BALANCE	280,212.19	2,214.00	61,348.53	38,627.45	33,262.87	141,758.28	32,151.86	138,962.87	56,115.26	18,573.51	37,927.46	22,567.43	22,324.27	5,784.37	7,420.70	27,773.20		233,160.20	30,325.89	177,338.97	40,010.63	2,348,230.70	23,953.07	60,339.62		524,805.98	128,854.90	950,885.26	10,996.92	764,538.86		442,675.74	202,839.20	152,226,93
AVERAGE MONTHLY	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	1.51%	0.25%	0.25%	0.25%	0.25%		5.3289%	5.3289%	5.3289%	5.3289%	5.3289%	5.3289%	5.3289%		5,4882%	5,4882%	5.4882%	5,4882%	5,4882%		5.3074%	5.3074%	5.3074%
INTEREST EARNED	1,060.33	8.28	229.42	138.59	124,53	541.12	120.18	517.88	209.38	70.69	141.45	84.24	6.94	1.78	4.84	17.04	3,276.69	3,096.86	402.78	3,373.74	531.40	31,050.02 *	318.10	801.45	39,574,35	7,180.71	1,761.99	13,010.51	150.45	10,417.01	32,520.67	5,854.72	2,683.89	2.012.64

CITY MANAGER LINDSAY KOSKINIEMI, CGFO, CPM, MPA, MSA

PURSUANT TO CHAPTER 2256 OF TEXAS LOCAL GOVERNMENT CODE, I CERTIFY THIS REPORT IS COMPLIANT WITH THE PUBLIC FUNDS INVESTMENT ACT OF TEXAS.

TOTAL INVESTMENT REVENUE Q2

43+

85,922.96

KARLA WILSON Karle Wilson

RELEASE OUTSIDE FUNDS:
BEAUTIFICATION (FSBL)
VETERANS MEMORIAL (FSBL)
SWEENY EDC (TEXPOOL)

TOTAL \$

171,788.75

**CITY'S EARNINGS FOR FY24** 

(31.96) (10,984.26) 160,804.49

(144.93) (14.57) (10,792.80)

FD DONATION (FSBL)

2000

INVESTMENT REV FISCAL YEAR TO DATE

85,865.79 85,922.96

DIRECTOR OF FINANCE AND PERSONNEL SERVICES

## Grasshopper QuikQuote #56020M00497

Item 2.

Quoted by

**Napa Auto Parts** 

2201 7th St

Bay City, TX 77414

P: (979) 245-5506 F: 979-245-2842

**Jason Reardon** 

P: 979-245-5506

Quoted for



Configuration #1	Based on Quote #56020N00493				
# Item	List (Qty 1)	Sale (Qty 1)	Sale Total		
1 Model 337G5EFI (534229) 993cc Vanguard EFI Engine; Hydro-Gear ZT-5400 Hydrostatic Transmission; heavy- duty extra-deep 61" cutting deck; sliding seat with foldable armrests and shock- absorbing footrest	\$16,205.00	\$14,584.50	\$14,584.50		

Configuration #1 Subtotals:

\$16,205.00 \$14,584.50 **\$14,584.50** 

List Total: \$31,860.00

Sale Price: \$30,135.50\*

\*Price includes freight and set-up

**Additional Pricing Adjustments** 

Grand Total: \$30,135.50

Configuration #2  Based on Quote #56020N0			£56020N00494
# Item	List (Qty 1)	Sale (Qty 1)	Sale Total
1 Model 226V-G4 (534092) 810cc Vanguard Engine; Hydro-Gear ZT-4400 Hydrostatic Transmission; heavy-duty extra- deep 61" cutting deck; sliding seat with foldable armrests and shock-absorbing footrest	\$11,040.00	\$9,936.00	\$9,936.00
Configuration #2 Subtotals:	\$11,040.00	\$9,936.00	\$9,936.00

C	Configuration #3	Ва	ised on Quote ‡	\$56020N00496
#	Item	List (Qty 1)	Sale (Qty 1)	Sale Total
1	Sunshade Canopy - Vinyl (533392)	\$205.00	\$205.00	\$205.00
1	Canopy, Aluminum, for OPS and ROPS (503188)	\$550.00	\$550.00	\$550.00
1	String Trimmer Mount Kit (503481)	\$105.00	\$105.00	\$105.00
	Model 12HT - Triple Bag			
1	Vac Assembly Kits – Vac Drive Assembly M161 for M1 - 61 Decks - Includes Med. Lift Blades (503177)	\$1,560.00	\$1,560.00	\$1,560.00
1	M1 Counterweight Kits – Counterweights: 100 lbs (504166)	\$385.00	\$385.00	\$385.00
1	Collector Mount Kits – M1 Series Mount Kit for 8F / 8HT / 12F / 12HT (503550)	\$260.00	\$260.00	\$260.00

Item 2.

1 *Collectors* – 12HT Triple Bag Assembly - w/o mount (504193)

Configuration #3 Subtotals: \$4,615.00 \$4,615.00 \$4,615.00

**Disclaimer:** QuikQuote is a complementary tool available to authorized Grasshopper equipment dealers ("Dealer"). By using QuikQuote, Dealer assumes full responsibility for accuracy of all quotes, orders, hangtags and warranty registrations. All costs are based on applicable factory Manufacturer Suggested Retail Price ("MSRP"). Dealer is responsible for selecting applicable factory MSRP according to shipment date and/or invoice. Prices and programs are subject to change without notice before or after a quote is prepared. Freight is not included in MSRP. Whole Goods & Accessories will be invoiced based on MSRP at time of shipment. The Grasshopper Company, including its employees, vendors, agencies and/or representatives, is not responsible or liable for miscalculations or other errors (including, but not limited to: selected MSRPs, trade discounts, program discounts, financing fees, program credits, trade in allowances, freight charges, set up charges and sales taxes) made by Dealer or Dealer representatives while using QuikQuote. Contact the Grasshopper factory office or a Grasshopper factory sales representative if questions arise regarding pricing, programs and/or compatibility of available Kits and Accessories.

#### HONDA Power **Equipment**

## Honda of Lake Jackson **Power Equipment**

215 WEST HWY, 332 LAKE JACKSON, TX 77566 Phone: (979) 237-0400 · Fax: (979) 237-0457 www.hondaoflakejacksonpowerequipment.com

QUOTE VALID FOR 30 DAYS MAY REQUIRE ADDITIONAL PARTS AND LABOR CALL FOR APPOINTMENT: 979-237-0470

RETURN/REFUND POLICY. ALL RETURNED ITEMS MUST BE IN THE ORIGINAL UNOPENED BOX OR CONTAINER, MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 15% RESTOCKING CHARGE. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 10 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

TE ENTERED YOUR ORDER N 3 MAY 24	DATE SHIPPED INVOICE DATE  23 MAY 24	INVOICE NUMBER 236272
s ACCC	UNT NO.	PAGE 1 OF 1
CITY OF SWE T 201 WEST 2N O SWEENY, TX	D	Not Paid 5/23/24 10:41 Am
P VIA SLSM. 430	B/L NO. TERMS CASH	LAKE JACKSON TX
1 1 0 100132 PREP 1 1 0 100816 PREP 160 M# 152 M# 160 EN 152 EN	PRO TURN PREP & CRATE F PT 152 99 GRAV PREP & CRATE F 991130 S#100132 991129 S#100816 M# FX730V-FS04 S# FX730V M# FX691V-AS34 S# FX691V	E . 150.00
MAINTIES ON THE PARTS OR PRODUCT RRANTIES, EXPRESS AND IMPLIED, INCLUD IESS FOR A PARTICULAR PURPOSE, WITH F AUTHORIZES ANY OTHER PERSON TO AS: SAID PARTS OR PRODUCTS, CUSTOMER SI CONSEQUENTIAL DAMAGES, DAMAGES	SUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE FR IALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP OF PROPERTY, DAMAGES FOR LOSS OF USE LOSS OF TIME, BE INCIDENTAL DAMAGES. THIS DISCI AMER IN NO WAY	RTS 20,209.00 BLET 0.00 LES TAX 0.00

#### HONDA **Power Equipment**

YOUR ORDER NO.

DATE ENTERED

## Honda of Lake Jackson **Power Equipment**

215 WEST HWY. 332 LAKE JACKSON, TX 77566 Phone: (979) 237-0400 · Fax: (979) 237-0457 www.hondaoflakejacksonpowerequipment.com

DATE SHIPPED

QUOTE VALID FOR 30 DAYS MAY REQUIRE ADDITIONAL PARTS AND LABOR CALL FOR APPOINTMENT: 979-237-0470

RETURN/REFUND POLICY: ALL RETURNED ITEMS MUST BE IN THE ORIGINAL UNOPENED BOX OR CONTAINER, MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 15% RESTOCKING CHARGE. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 10 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

S O L D T	24	ACCOUNT	4:		Q <del>U O</del>	TE-	09133 <del>DO NOT PAY</del> PAGE 1 OF 1	* * * *	
ORD SHI	P B.O. 1 0 1 0 2 0	89100700 79106200 79218000	BAGGER BAGGER SUN SH	CO ADE 25.00	UST 2249.00 229.95 599.00 DO NOT	NET 2249.00 229.95	1,198.00	TX THANK YO	U
DISTRIBUTOR OF WARRANTIES, EX FITNESS FOR A P NOR AUTHORIZES OF SAID PARTS O ANY CONSEQUEN LOSS OF PROFIT	THE PAR PRESS AND ARTICULAR SANY OTHE PRODUCT ITIAL DAMA OR INCON	TS OR PRODUCTS. THE I D IMPLIED, INCLUDING ANY PURPOSE, WITH RESPECT - R PERSON TO ASSUME FOI IS. CUSTOMER SHALL NOT IGES, DAMAGES TO PROPE ME. OR ANY OTHER INCLO	SORIES ARE SOLD BY THE DEALER: DO ABOVE ARE THOSE OF THE MAP DEALERSHIP HEREBY EXPRESSLY MIPLIED WARRANTIES OF MERCHIP TO THE SAME. THE DEALERSHIP NE R IT ANY LIABILITY IN CONNECTION BE ENTITLED TO RECOVER FROM TE ENTAL DAMAGES FOR LOSS OF USE LENTAL DAMAGES. THIS DISCLAIM DISTRIBUTOR WARRANTIES.	NUFACTURER OR DISCLAIMS ALL PAR SUB SUB SITHER ASSUMES FREI THE DEALERSHIP SAL	LET		3,676.95 125.00 0.00 \$3.801.95		30

CITCHOLER CONT



#### **Quote Summary**

**Prepared For:** 

CITY OF SWEENY PO BOX 248 SWEENY, TX 77480 Prepared By:

Kimball Jason King Ranch Ag & Turf 17000 Highway 288b Angleton, TX 77515

Business: 979-548-3321

Angleton, TX 77515
Phone: 979-849-2325

All used inventory is sold as is, with no warranty, unless the equipment is still in factory warranty, or extended warranty is purchased.

Angleton, TX 77515
Phone: 979-849-2325

Created On: 23 May 2024

Last Modified On: 24 May 2024

**Expiration Date:** 31 May 2024 **Suggested List** Extended **Equipment Summary** Selling Price Qty 2023 JOHN DEERE Z930M ZTrak \$ 14,549.00 \$11,398.46 X 1 \$11,398.46 60" - 1TC930MCPPT125334 2023 JOHN DEERE Z930M ZTrak \$ 14,149.00 \$11,163.96 X 1 \$ 11,163.96 54" - 1TC930MVCPT121354

Equipment Total \$ 22,562.42

Quote Summary	
Equipment Total	\$ 22,562.42
SubTotal	\$ 22,562.42
Est. Service Agreement Tax	\$ 0.00
Total	\$ 22,562.42
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 22.562.42

Salesperson : X \_\_\_\_\_



## **Selling Equipment**

Quote Id: 31023474 Customer: CITY OF SWEENY

2023 JOHN DEERE Z930M ZTrak 6	60" - 1TC	C930MCPPT	125334
-------------------------------	-----------	-----------	--------

Hours: 0 Suggested List

**Stock Number:** 50861 \$ 14,549.00

Code	Description	Qty	
216CTC	JOHN DEERE Z930M GAS MOWER	1	
	Standard Option	s - Per Unit	
001A	COUNTRY CODES - US/CANADA	1	
646-32166	FREIGHT	1	
1036	54-60"DK PNEUMATIC TIRE	1	
1504	60" DECK	1	
2091	DELUXE HIGH BACK SEAT	1	
CHARGE	TRANSFER	1	

Other Charges

Setup

#### 2023 JOHN DEERE Z930M ZTrak 54" - 1TC930MVCPT121354

Hours: 0 Suggested List

**Stock Number:** 52160 \$ 14,149.00

Code	Description	Qty	
216CTC	JOHN DEERE Z930M GAS MOWER	1	
	Standard Option	s - Per Unit	
001A	COUNTRY CODES - US/CANADA	1	
646-32166	FREIGHT	1	
1036	54-60"DK PNEUMATIC TIRE	1	
1502	54" DECK	1	
2091	DELUXE HIGH BACK SEAT	1	
	Other Cha	rges	
	Setup	1	



## **Selling Equipment**

Item 2.

Quote Id: 31023474 Customer: CITY OF SWEENY

Date: 05/21/2024 Expiration Date:

Reference Number:

BOBBY FORD TRACTOR AND EQUIPMENT

2498 N. HIGHWAY 288

ANGELTON, TX 77515

TX

(979) 529-97

Salesperson: CHRIS ROBERTSON

#### **SALES QUOTE**

Used	Make	Model	Description	Serial Number	Selling Price
NEW	KUBOTA	Z781KWI-54	COMMERCIAL ZTR MWR 3		12,899.00
NEW	KUBOTA	SZ19NC-36-2	19HP STAND-ON FLOAT		9,999.00

Sales Price Total 22,898.00 Sales Tax Sales Order Total 22,898.00

#### **TRADE-IN EQUIPMENT**

1 <sup>*</sup> Yr. Used	Make	Modei	Serial Number	Gross Allowance	Amount Owing	Net Trade-in
						0.00
						0.00
						0.00
				Tota	al Net Trade-in	0.00

#### **PAYMENT OPTIONS**

	QUOTE 1
Finance Product	FINANCE
A.P.R.	0.00
Term (in months)	48
Payment Frequency	ANNUAL
Est. Contract Date	05/21/2024
Est, Interest Start Date	05/21/2024
Est. Payment Start Date	05/21/2025
Skip from	JUNE
Skip to	APRIL
Sales Price Total	22,898.00
Cash Down	
Rental Credit	
Net Trade-in	
Total Down Payment	0.00
Physical Damage	1,478.84
Credit Life	
Prepaid Maintenance	
Extended Warranty	1,320.00
Official Fees	10.00
Taxes	
Other Charges	375.00
Document Fee	
Residual	
Total Additional Charges	3,183.84
Amount Financed	26,081.84
Standard Payment	6,520.46
Finance Charge	0.00
Total of Payments	26,081.84
•	



#### **AGENDA MEMO**

#### Business of the City Council City of Sweeny, Texas

Meeting Date	05/28/2024	Agenda Item	
Approved by City Manager		Presenter(s)	City Manager
Reviewed by City Attorney	Department		Administration
Subject	Discussion and pos	sible action to cance	I the Special Meeting; June 04, 2024.
Attachments			
	Expenditure Requir	red:	-
Financial	Amount Budgeted:		-
Information	Account Number:		-
IIIIOIIIIatioii	Additional Appropr	iation Required:	-
	Additional Account	Number:	-

#### **Executive Summary**

Staff is requesting to cancel the Special Meeting, June 04, 2024. We have met four consecutive weeks in a row and would be adding an additional if 06/04/2024 is kept.

The Chamber is hosting their annual banquet and fundraiser the same night, 06/04/2024. This may additionally pose a conflict in scheduling for any staff and/or officials that plan to attend.

Red	commended Action

**Council Discretion**