



COMMISSIONERS COURT
SPECIAL SESSION
OF SOMERVELL COUNTY

TO WHOM IT MAY CONCERN:

PURSUANT TO THE TEXAS OPEN MEETINGS ACT, NOTICE IS HEREBY GIVEN THAT A SPECIAL SESSION OF THE COMMISSIONERS COURT OF SOMERVELL COUNTY, TEXAS WILL BE HELD AT:

9:30 AM 30TH DAY OF JUNE 2017

IN THE COMMISSIONERS COURTROOM IN THE SOMERVELL COUNTY COURTHOUSE ANNEX,

107 N.E. VERNON, GLEN ROSE, TEXAS

**AT WHICH MEETING THE FOLLOWING SUBJECTS WILL BE DISCUSSED
AND THE FOLLOWING MATTERS ACTED UPON:**

AGENDA REQUESTS

1. COUNTY JUDGE: SOMERVELL COUNTY JUDGE:
DISCUSS/TAKE ACTION ON GOING OUT FOR RFP'S FOR GOLF COURSE ROOFING.
2. COUNTY JUDGE: SOMERVELL COUNTY JUDGE:
DISCUSS/TAKE ACTION ON PURCHASING 2 VERTICAL PUMPS FOR GOLF COURSE.
Attachments:
 - QUOTE (PDF)
3. COUNTY JUDGE: SOMERVELL COUNTY JUDGE:
DISCUSS/TAKE ACTION ON PURCHASING A TRACTOR FOR THE GOLF COURSE.
Attachments:
 - QUOTE (PDF)
4. COUNTY JUDGE: COUNTY AUDITOR:
BUDGET TRANSFERS.
5. COUNTY JUDGE: COUNTY AUDITOR:
PAY COUNTY BILLS.
6. COUNTY JUDGE: SOMERVELL COUNTY JUDGE:
EXECUTIVE SESSION - SALE OF REAL PROPERTY - AFTER HAVING CONVENED IN OPEN SESSION, THE COMMISSIONERS COURT WILL RETIRE INTO EXECUTIVE SESSION, PURSUANT TO THE PROVISIONS OF SECTION 551.072 OF THE TEXAS GOVERNMENT CODE IN ORDER TO DISCUSS THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY, IF DELIBERATION IN AN OPEN MEETING WOULD HAVE A DETRIMENTAL EFFECT ON THE POSITION OF THE GOVERNMENT BODY IN NEGOTIATIONS WITH A THIRD PERSON
7. COUNTY JUDGE: SOMERVELL COUNTY JUDGE:
TAKE ACTION ON EXECUTIVE SESSION.



**SMITH
PUMP
COMPANY, INC.**

Remit to: 301 M&B Industrial Blvd.
Woodway, TX 76712

Phone: 254-776-0377
Fax: 254-776-0023

Bill to .: Somervell County
P.O. Box 804
Glen Rose, TX 76043

Contact :
Phone : 254 897 7932
Fax ...: 254 897 3604

Ship to : Somervell County
Squaw Valley Golf Course
1203 CR 332
Glen Rose, TX 76043

Contact : Jeff Hansen
Phone : 254-396-7416 Cell
Fax ...:

QUOTATION

Number: SQ020124-2 Page : 1 of 4
Sales order: Date : 6/26/2017
Your ref.: Squaw Valley Golf Our ref: 420
Requisition: Payme: Net 30 Days
Quotation deadline: 7/19/2017 Sales : MWR
Delivery Term: FOB Shipping Poin Name : Matthew W. Ramb

This quotation is made in accordance
with Buyboard Contract #509-16.

*****QUOTATION*****

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Regards,

Trent Brown
Smith Pump Company, Inc.
254-776-0377
trentb@smithpump.com

| UNIT | DESCRIPTION | QUANTITY | UNIT PRICE | TOTAL |
|--------|------------------------------------|----------|------------|-----------|
| 2.0000 | New Aurora 531A Vertical Sump Pump | 2.00 | 10,346.00 | 20,692.00 |

DUPLICATE PUMPS:

AURORA MODEL 531A
3x4x12 Vertical Column
20hp/1750rpm/480V/3ph

NOTES:

1. Freight not included in quotation.
2. Lead time is 3-4 weeks.

Attachment: Quote (3966 : Golf Course Pumps)

| | | | | | |
|---------------|----------------|---------------|-----------|-----------|---------------|
| Sales balance | Total discount | Misc. charges | Sales tax | Round-off | Total |
| 20,692.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20,692.00 USD |



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Fax ...:

TERMS AND CONDITIONS

1. Applicability – These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order does not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become part of any contract resulting from this quotation.

2. Price – Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the event of a delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode.

In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation.

SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customers, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation strikes or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the delivery shall be extended for a length of time equal to the period of the delay.

3. Warranty – SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer.

Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth here are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter.

SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of an SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normal consumables in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).

4. Payment – All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only if approved in writing.

Attachment: Quote (3966 : Golf Course Pumps)



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Delivery Term: FOB Shipping Poin Name : Matthew W. Ramb

Ship to : Somervell County
Squaw Valley Golf Course
1203 CR 332
Glen Rose, TX 76043

Contact : Jeff Hansen
Phone : 254-396-7416 Cell
Fax:

stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs attorney's fees and expenses incurred in collecting payment.

If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.

5. Taxes – The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.

6. Property Damage – SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.

7. Startup – If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment start-up and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least (7) days prior to the scheduled date of the startup.

8. Limitation of Liability – The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.

9. Setoff – All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not set off such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other divisions in other transactions with SPCO.

10. Customer Cancellation – Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.

11. Assignment – Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.

12. Waiver/Severability – Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right. Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.

13. Applicable Law – The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.

ACCEPTED BY:
COMPANY NAME: _____

Attachment: Quote (3966 : Golf Course Pumps)



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Your ref.: Squaw Valley Golf Our ref: 420
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Delivery Term: FOB Shipping PoinName : Matthew W. Ramb

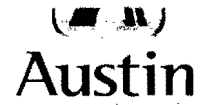
PROJECT REFERENCE: _____

SIGNED ON DATE: _____

SIGNED: _____

PRINTED NAME: _____

Attachment: Quote (3966 : Golf Course Pumps)



Quote Id: 15607357

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Austin Turf & Tractor
2098 Valley View Lane
Farmers Branch, TX 75234
214-630-3300
clay.mccracken@austinturf.com

Prepared For:

Squaw Valley Gc

For the tractor that burned

Proposal For:

Delivering Dealer:

James Newkirk

Austin Turf & Tractor
2098 Valley View Lane
Farmers Branch, TX 75234

clay.mccracken@austinturf.com

Quote Prepared By:

JAMES NEWKIRK
jim.newkirk@austinturf.com

Attachment: Quote (3968 : GC Tractor)



John Deere

1.3.a



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Austin Turf & Tractor
2098 Valley View Lane
Farmers Branch, TX 75234
214-630-3300
clay.mccracken@austinturf.com

Quote Summary

Prepared For:

Squaw Valley Gc
Po Box 2856
Glen Rose, TX 76043

Delivering Dealer:

Austin Turf & Tractor
James Newkirk
2098 Valley View Lane
Farmers Branch, TX 75234
Phone: 214-630-3300
jim.newkirk@austinturf.com

Quote ID: 15607357
Created On: 26 June 2017
Last Modified On: 26 June 2017
Expiration Date: 26 July 2017

Attachment: Quote (3968 : GC Tractor)

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|--|----------------|----------------|-----|---------------------|
| JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp) Contract: TX BuyBoard Grounds Mtn Equipment, Irrigation Parts, Supplies & Installation 529-17 (PG 67) Price Effective Date: June 26, 2017 | \$ 35,564.54 | \$ 29,965.39 X | 1 = | \$ 29,965.39 |
| JOHN DEERE H180 Loader Contract: TX BuyBoard Grounds Mtn Equipment, Irrigation Parts, Supplies & Installation 529-17 (PG 67) Price Effective Date: June 26, 2017 | \$ 6,394.00 | \$ 5,370.96 X | 1 = | \$ 5,370.96 |
| Equipment Total | | | | \$ 35,336.35 |

* Includes Fees and Non-contract items

| Quote Summary | |
|--------------------|---------------------|
| Equipment Total | \$ 35,336.35 |
| Trade In | |
| SubTotal | \$ 35,336.35 |
| Total | \$ 35,336.35 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 35,336.35 |

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Austin

Quote Id: 15607357 Customer Name: SQUAW VALLEY GC

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Austin Turf & Tractor
2098 Valley View Lane
Farmers Branch, TX 75234
214-630-3300
clay.mccracken@austinturf.com

JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp)

Contract: TX BuyBoard Grounds Mtn Equipment, Irrigation
Parts, Supplies & Installation 529-17 (PG 67)

Suggested List *
\$ 35,564.54
Selling Price *
\$ 29,965.39

Price Effective Date: June 26, 2017

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|--|--|-----|---------------------|-----------|-------------------|---------------------|-------------------------|
| 0360LV | 4052R Compact Utility Tractor (40 PTO hp) | 1 | \$ 33,914.00 | 16.00 | \$ 5,426.24 | \$ 28,487.76 | \$ 28,487.76 |
| Standard Options - Per Unit | | | | | | | |
| 0409 | English Operators Manual and Decal Kit | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1381 | 12F/12R PowrReverser | 1 | \$ -1,263.00 | 16.00 | \$ -202.08 | \$ -1,060.92 | \$ -1,060.92 |
| 2005 | Open Station with Deluxe Seat | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 5243 | 44x18-20 (4PR, R3 Turf, 1 Position) | 1 | \$ -457.00 | 16.00 | \$ -73.12 | \$ -383.88 | \$ -383.88 |
| 6243 | 27x10.50-15 (4PR, R3 Turf, 2 Position) | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Standard Options Total | | | \$ -1,720.00 | | \$ -275.20 | \$ -1,444.80 | \$ -1,444.80 |
| Dealer Attachments/Non-Contract/Open Market | | | | | | | |
| BLV10050 | 4th & 5th Selective Control Valve Kit (OOS Only) | 1 | \$ 892.10 | 16.00 | \$ 142.74 | \$ 749.36 | \$ 749.36 |
| BLV10039 | Power Beyond Kit (Cab and OOS) | 1 | \$ 414.70 | 16.00 | \$ 66.35 | \$ 348.35 | \$ 348.35 |
| BLV10497 | LED Work Light Kit | 1 | \$ 303.60 | 16.00 | \$ 48.58 | \$ 255.02 | \$ 255.02 |
| LVB25332 | Canopy Mounting Bracket and Hardware Kit | 1 | \$ 74.80 | 16.00 | \$ 11.97 | \$ 62.83 | \$ 62.83 |
| LVB25334 | Standard Canopy for ROPS | 1 | \$ 476.30 | 16.00 | \$ 76.21 | \$ 400.09 | \$ 400.09 |
| LVB25705 | Front Quik-Tatch Weight Kit | 1 | \$ 45.10 | 16.00 | \$ 7.22 | \$ 37.88 | \$ 37.88 |
| LVU32113 | Quik-Tatch Weight, 32 kg (70 lb.) | 6 | \$ 99.00 | 16.00 | \$ 15.84 | \$ 83.16 | \$ 498.96 |
| LVA19248 | Oil Line | 1 | \$ 121.63 | 0.00 | \$ 0.00 | \$ 121.63 | \$ 121.63 |
| LVA17816 | Oil Line | 1 | \$ 96.31 | 0.00 | \$ 0.00 | \$ 96.31 | \$ 96.31 |
| Dealer Attachments Total | | | \$ 2,523.54 | | \$ 368.90 | \$ 2,154.63 | \$ 2,570.43 |
| Suggested Price | | | | | | | \$ 29,613.39 |

Attachment: Quote (3968 : GC Tractor)

Selling Equipment



Quote Id: 15607357 Customer Name: SQUAW VALLEY GC

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2098 Valley View Lane
Farmers Branch, TX 75234
214-630-3300
clay.mccracken@austinturf.com

| | | Fees | | | |
|-----------------------------|---|---------------------|--|--------------------|---------------------|
| Delivery Fee | 1 | 352.00 | | 352.00 | 352.00 |
| Equipment Fees Total | | \$ 352.00 | | \$ 352.00 | \$ 352.00 |
| Total Selling Price | | \$ 35.069.54 | | \$ 5.519.94 | \$ 29.549.60 |
| | | | | | \$ 29.965.39 |

JOHN DEERE H180 Loader

Contract: TX BuyBoard Grounds Mtn Equipment, Irrigation
Parts, Supplies & Installation 529-17 (PG 67)

Suggested List *

\$ 6,394.00

Price Effective Date: June 26, 2017

Selling Price *

\$ 5,370.96

* Price per item - includes Fees and Non-contract items

| Code | Description | Qty | List Price | Discount% | Discount Amount | Contract Price | Extended Contract Price |
|------------------------------------|--|-----|--------------------|-----------|--------------------|--------------------|-------------------------|
| 1421P | H180 Loader | 1 | \$ 6,156.00 | 16.00 | \$ 984.96 | \$ 5,171.04 | \$ 5,171.04 |
| Standard Options - Per Unit | | | | | | | |
| 0202 | United States | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 0409 | English | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 1401 | Mounting frame | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 2401 | H180 Standard Loader Non-Self-Leveling (NSL) | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 4401 | Hoses to Tractor Mid-Valve | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 5370 | Hood Guard | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 6000 | Ballast Box | 1 | \$ 238.00 | 16.00 | \$ 38.08 | \$ 199.92 | \$ 199.92 |
| 7400 | John Deere Compact Utility Tractor (CUT) carrier | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| 8130 | 73 In. (1850mm) Materials Bucket | 1 | \$ 0.00 | 16.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| | Standard Options Total | | \$ 238.00 | | \$ 38.08 | \$ 199.92 | \$ 199.92 |
| | Suggested Price | | | | | | \$ 5,370.96 |
| Total Selling Price | | | \$ 6.394.00 | | \$ 1.023.04 | \$ 5.370.96 | \$ 5.370.96 |

Attachment: Quote (3968 : GC Tractor)