



**AGENDA PLACEMENT FORM**

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 4-21-2023

COMMISSIONERS COURT

Meeting Date: 4-24-2023

APR 24 2023

Submitted By: Ralph McBroom

Approved

Department/Office: Purchasing

Signature of Director/Official: \_\_\_\_\_

**Agenda Title:**

Payment for 2021 Ford Transit Cargo Van

Approved Emergency Purchase - CJC Badc 4/24/2023

**Public Description** (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

Consideration and approval to purchase a 2021 Ford Transit Cargo Van from Huffines Chevrolet Lewisville as an emergency purchase under LGC 262.024 (a) (1) in the amount of \$49,470.39

(May attach additional sheets if necessary)

**Person to Present:** Ralph McBroom

(Presenter must be present for the item unless the item is on the Consent Agenda)

**Supporting Documentation:** (check one) PUBLIC  CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

**Estimated Length of Presentation:** 5 minutes

**Session Requested:** Consent (Action Item, Workshop, Consent, Executive)

**Check All Departments That Have Been Notified:**

County Attorney  IT  Purchasing  Auditor

Personnel  Public Works  Facilities Management

Other Department/Official (list) \_\_\_\_\_

**Please Inter-Office All Original Documents to County Judge’s Office Prior to Deadline & List All External Persons Who Need a Copy of Signed Documents In Your Submission Email**

ceive bids or proposals in fair and confidential manner. The commissioner's court may accept any bids or proposals in hard-copy format. The commissioner's court may accept any bids or proposals in electronic transmission if all technology necessary for the transmission is provided through electronic transmission. The commissioner's court may accept any bids or proposals in hard-copy format if the bidder complies in good faith with the requirements of this chapter. Bids for an item may proceed under this section if the bidder complies in good faith with the requirements of this chapter. Bids for an item may proceed under this section if the bidder complies in good faith with the requirements of this chapter.

h Leg., ch. 1063, § 1, eff. Sept. 1, 2011; 82nd Leg., ch. 285 (H.B. 2011); Acts 2021, 87th Leg., ch. 5, 2021.

**ve Requirements for Certain Purchases**

may purchase one or more items that will require an expenditure of more than \$10,000, the commissioner's court of the county shall conduct a competitive bidding or other procedure prescribed by this section. The competitive bidding or other procedure, as defined in (d), Government Code, for purchase of an item shall be a method described by Chapter 1431, Government Code. Contracts for which payment will be made from bond funds or through anticipation of future revenues shall be made through certificates of obligation or certificates of obligation under Chapter 271.<sup>1</sup>

at complies with a method described by Chapter 1431, Government Code, as provided in (a)(3), to enter into a contract for the purchase of an item shall be made through anticipation of future revenues under Chapter 1431, Government Code.

not issue anticipation notes for the payment of a contract in an amount that exceeds the lesser of:

- (1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or
- (2) \$10 million.

(c) In applying the requirements established by subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specification to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1063, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 4, eff. Sept. 1, 2007; Acts 2009, 81st Leg., ch. 1266, § 4, eff. June 19, 2009; Acts 2011, 82nd Leg., ch. 1129 (H.B. 628), § 4.04, eff. Sept. 1, 2011; Acts 2013, 83rd Leg., ch. 161 (S.B. 139), § 22.002(23), eff. Sept. 1, 2013.

1. V.T.C.A., Local Government Code § 271.041 et seq.

**262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals**

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

**262.024. Discretionary Exemptions**

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioner's court by order grants the exemption:

- (1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;
  - (2) an item necessary to preserve or protect the public health or safety of the residents of the county;
  - (3) an item necessary because of unforeseen damage to public property;
  - (4) a personal or professional service;
  - (5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;
  - (6) any land or right-of-way;
  - (7) an item that can be obtained from only one source, including:
    - (A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
    - (B) films, manuscripts, or books;
    - (C) electric power, gas, water, and other utility services; and
    - (D) captive replacement parts or components for equipment;
  - (8) an item of food;
  - (9) personal property sold:
    - (A) at an auction by a state licensed auctioneer;
    - (B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; <sup>1</sup> or
    - (C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;
  - (10) any work performed under a contract for community and economic development made by a county under Section 381.004; or
  - (11) vehicle and equipment repairs.
- (b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioner's court by order grants the exemption and if:
- (1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;
  - (2) the renewal or extension does not exceed one year; and



Date: 03/27/2023  
 Salesperson: Ed Miller  
 Manager: Ed Miller

FOR INTERNAL USE ONLY

**BUSINESS NAME** Johnson County Home Phone: \_\_\_\_\_  
**CONTACT** \_\_\_\_\_  
 Address: 2 N Main St Rm 321  
CLEBURNE, TX 76033 Work Phone: (817) 556-2212  
JOHNSON  
 E-Mail: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**VEHICLE**  
 Stock #: P2709 New / Used: **Used** VIN: 1FTBR1Y87MKA78848 Mileage: 18904  
 Vehicle: 2021 Ford Transit-250 Cargo Color: WHITE  
 Type: R1Y

**TRADE IN**  
 Payoff: \_\_\_\_\_ VIN: \_\_\_\_\_ Mileage: \_\_\_\_\_  
 Vehicle: \_\_\_\_\_ Color: \_\_\_\_\_  
 Type: \_\_\_\_\_

Market Value	Selling Price	<u>49,079.00</u>
<u>INCLUDES DELIVERY TO CLEBURNE</u>		
<u>INCLUDES TX TITLE AND EXEMPT PLATES</u>		
Selling Price		<u>49,079.00</u>
Trade Allowance		_____
Trade Difference		_____
Tax		_____
Non Tax Fees		<u>14.50</u>
Trade Payoff		_____
Cash Deposit		_____
Balance		<u>49,093.50</u>

*In route to dealer  
 Date unknown*

Customer Approval: \_\_\_\_\_ Management Approval: \_\_\_\_\_  
 By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval.  
 For Information Only. This is not an offer or contract for sale.



## Buyer's Order

David Lewis  
 Huffines Chevrolet Lewisville  
 1400 S. Stemmons Frwy.  
 Lewisville, TX 75067

Buyer	Co-Buyer	Vehicle
Johnson County Donna White 1102 E kilpatrick suite B Cleburne, TX 76031 C: (817) 556-6382 dwhite@johnsoncountytexas.org		2021 Ford Transit Cargo Van T-250 130" Low Rf 9070 GVWR RWD VIN: 1FTBR1Y83MKA35544 Stock #: P2129 Mileage: 22,981 Color: Oxford White

Purchase Details	
Retail Price:	\$52,977.00
Sales Price:	\$49,102.00
<b>Savings:</b>	<b>\$3,875.00</b>
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$5.00
Proc/Doc Fees:	\$285.75
Total Taxes:	\$77.64
<b>Total Sales Price:</b>	<b>\$49,470.39</b>
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
<b>Cash Price:</b>	<b>\$49,470.39</b>

*on the lot  
 ready for  
 delivery*

X

Customer Signature

Date

X

Manager Signature

Date

Disclaimer:

Printed 4/20/23 8:40 AM

THIS ORDER IS PROVIDED TO BUYER FOR DISCLOSURE PURPOSES ONLY. BUYER BY SIGNING THIS ORDER CERTIFIES THAT BUYER IS OF LEGAL AGE OR OLDER AND ACKNOWLEDGES THAT BUYER HAS READ ITS TERMS AND HAS RECEIVED A TRUE AND CORRECT COPY OF THIS ORDER. BUYER UNDERSTANDS THAT MANUFACTURER'S REBATES AND INCENTIVES ARE AVAILABLE FOR A LIMITED TIME AND CANNOT HOLD THE DEALERSHIP RESPONSIBLE IF THEY HAVE CHANGED BY THE TIME THEY CONTRACT. ANY ORDERED UNITS TO BE

