1. 5:30 P.M.  Sinton 4A Development Corporation Meeting

Documents:

MEETING AGENDA.PDF
SINTON COMMUNITY CENTER LIGHTING.PDF
AGENDA
SINTON 4A DEVELOPMENT CORPORATION
MEETING OF THE BOARD OF DIRECTORS
DATE: DECEMBER 19, 2023 TIME: 5:30 P.M.
CITY HALL

Notice is hereby given that a Special Meeting of the Board of Directors of the Sinton 4A Development Corporation will be held on the 19th day of December, 2023 at 5:30 p.m. in the Council Chambers, City Hall, 301 East Market Street, Sinton, Texas. The items below are placed on the agenda for discussion and/or action.

This notice is posted pursuant to the Texas Government Code, Chapter §551-Open Meeting.

A. CALL TO ORDER
B. ROLL CALL

______ PRESIDENT EDWARD ADAMS
______ VICE PRESIDENT MARY M. SPEIDEL
______ DIRECTOR NATHAN LINDEMAN
______ DIRECTOR DANNY DAVILA
______ DIRECTOR GREG YBARRA

______ CITY MANAGER JOHN HOBSON
______ CITY ATTORNEY DESIREE VOTH
______ CITY SECRETARY CATHY DUHART
______ UTILITY CLERK ANGELA MONTEMAYOR

C. NEW BUSINESS

1. Discussion and action on approving A BuyBoard contract bid to Daybreak Lighting, in the amount of $67,164.00, to replace Sinton Community Center parking lot lighting.

D. ADJOURNMENT

Executive Session: The Sinton Economic (4A) Development City of Sinton reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.086 (Deliberations, vote or final action about competitive matters of the public power utility), and 551.087 (Economic Development).

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the City of Sinton official website, www.sintontexas.org and official bulletin board, places
convenient and readily accessible to the general public at all times and said Notice was posted and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting, in compliance with Chapter 551, Texas Government Code.

Cathy Duhart, City Secretary

Notice of Assistance at the Public Meetings: The City Council Chamber is wheelchair accessible. Persons with special needs who plan to attend this meeting and who may need assistance should contact City Hall at 361-364-2381 two (2) days prior to the meetings so that appropriate arrangements can be made.
4. COMMUNITY CENTER PROPOSAL
RFQ Number: NR23007

RFQ Name: City of Sinton Community Center Parking Lot Lighting

Date: 12/7/2023

Customer: City of Sinton

ATTN: John Hobson

John McCarthy, USAF Vet
President of Sales/CEO

Below is the authorized representative to negotiate on behalf of Daybreak LED:

Dania Valdez
Senior Estimator
P: 800-533-9526
C: 210-540-1764
F: 866-461-0461
E: dvaldez@daybreakled.com

Jamie Springman
Operations Manager
P: 800-533-9526
C: 210-710-8271
F: 866-461-0465
E: jspringman@daybreakled.com
# Daybreak LED Proposal

<table>
<thead>
<tr>
<th>QTY</th>
<th>Photo</th>
<th>Description</th>
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| 26  | ![Photo](image1.png) | **Daybreak LED LuXx Tune Series Area Light**
150/100/75W, 145Lm/W, 21,750/14,500/10,875 Lumens, 5000K CCT, Industrial commercial grade 100-347V driver, 0-10V Dimming, Type 3 Distribution, Bronze Finish, 10-Year limited warranty  
**Model:** STDB-LXTU150/100/75W-50K-T3-DM |
| 6   | ![Photo](image2.png) | **Daybreak LED Steel Light Pole and Bracket**
20', 4x4", 11 gauge steel pole with, tenon top, and fixture bracket (4 fixture)  
**Model:** PLDB-20FT-4X4-11G-QUAD |
| 6   | ![Photo](image3.png) | **Concrete Demo and Re-pour New Concrete Bases**
New Concrete Base. 24" Diameter, 6ft below 3 ft. above grade |

**Scope of Work:** Remove (5) 40' light poles from (5) existing bases, demo and dispose of (6) existing concrete bases, pour (6) new concrete bases, erect (6) new light poles, and install (26) new LED light fixtures on 8 poles. Includes labor, material, and equipment to complete the above scope of work.

Sub-Total: $70,629.00  
Pre-Qualified AEP Energy Rebate: -$3,465.00  
Customer Total: $67,164.00

***As part of Daybreak services, we have a full audit and cooperative incentive team. With our partnership with AEP and approved Daybreak high-efficiency fixtures we can provide $3,465.00 in incentives. This will be paid directly to Daybreak LED and reduced from the overall cost of the job as indicated above.***

***Qualify for an additional $5000 off when both Speck Aiken Park and Community Center Projects are Awarded.***
ENERGY AND MAINTENANCE
Annual Energy Savings: $2,847.00
Annual Maintenance Saving: $1,423.50
Annual Energy and Maintenance Savings combined: $4,270.50
10-Year Combined Energy & Maintenance Savings: $42,705.00

CLIENT APPROVAL
After reviewing the above pricing and specifications listed are satisfactory and are hereby accepted. DayBreak LED is authorized to move forward and start work. The customer understands that DayBreak LED will start work and commence once the desired receipt of payment and the signed scope of work has been received, this contract is Non-Cancellable.

Payment Terms:
100% - Due upon receipt

If Tax-exempt please submit the form to accounting@daybreakled.com

Authorized Signature

Print Name  Date

Daybreak LED LLC | WWW.DAYBREAKLED.COM | 17806 I-10 SUITE 300, SAN ANTONIO, TX. 78257 | P: 800-533-9526 | E: SALES@DAYBREAKLED.COM
5. COMMUNITY CENTER WARRANTY SUMMARY AND SERVICE PROCEDURES
DAYBREAK LED LIMITED (10) TEN YEAR WARRANTY POLICY

This limited warranty applies to any DayBreak LED branded LED lighting fixture, lamp, pole, optional feature, or accessory that has a Ten (10) year limited warranty designation in its product technical specification ("Spec Sheet") published by DayBreak LED. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED OR IF THE PRODUCT IS UNINSTALLED FROM THE ORIGINAL INSTALLATION SITE AND MOVED TO A NEW INSTALLATION SITE. DayBreak LED has the option to repair or replace the product with an equivalent of the defective product during the warranty period. This warranty applies to DayBreak products that are installed and maintained in normal environmental conditions and according to instructions without modifications, tamper, misuse and improper installation. This warranty excludes defects resulting from improper installation, use or acts of god, fire, vandalism, electrical surges or civil disturbances. Purchasers must notify DayBreak LED within (30) days of noticing any defective product. All products that can be replaced by unlicensed labor will be repaired and replaced and shipped to clients.

This Ten (10) year limited warranty only applies to Products expressly identified as having a Ten (10) year limited warranty on the applicable Product Spec Sheet in all cases of self/owner installation warranty is contingent on the installer and the installation process conforming to industry accepted procedures.

Product replacement is the sole warranty and obligation of DayBreak and in lieu of all other remedies. If product replacement is deemed required, once satisfied, DayBreak will have fulfilled all obligations under this warranty. Any and Implied warranties in the end 10 years from purchase date.

Liability for any incidental or consequential damages is excluded. Any service by customer representatives or employees to the covered products may void the manufacturer's warranty and render covered items nonrefundable.

There are no other verbal agreements, verbal guarantees or warranties of any kind. "Including and not limited to advertising brochures or sample energy savings calculations" This warranty is effective for purchases of products on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any change will be provided in advance with written notice. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty. All warranty claims should be emailed to support@daybreakled.com within 30 days of noticing a defective product. Effective: TBD

| PO Number/Invoice Number | | |
|--------------------------|------------------|
| Warranty Start Date      | Expiration Date   |
| Daybreak LED Contact     | |
| Fixture Model & Quantity | |
Warranty Service Process:
A customized service portal for The City of Sinton is provided for each location to submit a request to our service team. When filling out a request, give a fixture or pole number based on the provided fixture layout map and fixture list (see attached), a description of the issue, upload photos of items, and select a response time to fulfill the request.

Levels of urgency are as follows:
**Option 1.** Urgent - 24 to 48 Hours
**Option 2.** First Opening - 1 - 7 Days
**Option 3.** Next Scheduled Visit - Not to exceed 60 days

Once you have entered the service request you will get a confirmation email. Based on the urgency you selected, a member of our Daybreak LED support team will contact you to schedule a time for a Daybreak LED service technician to be onsite for troubleshooting and/or repair.

Customized Service Portal Links: **City of Sinton (Community Center)**

Example Service Portal Ticket:

Example Fixture List/Map:
6. DAYBREAK LED FINANCIAL STABILITY AND COI