

City of Kingsville, Texas

AGENDA CITY COMMISSION

MONDAY, OCTOBER 26, 2015
REGULAR MEETING

HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS
CITY HALL/200 EAST KLEBERG AVENUE
6:00 P.M

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S) – Required by Law

Regular Meeting – October 12, 2015

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

1. NONE.

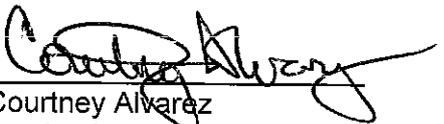
III. Reports from Commission & Staff.² (City Manager's Staff Report Attached).

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

IV. Public Comment on Agenda Items³

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

APPROVED BY:


Courtney Alvarez
Interim City Manager

V.

Consent Agenda

Notice to the Public

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Consider a resolution authorizing the Mayor to enter into an Interlocal Agreement between Kleberg County and the City of Kingsville for Hazard Mitigation Plan; repealing all conflicting resolutions and providing for an effective date. (Mayor Fugate).
2. Consider a resolution authorizing the Mayor to enter into an agreement with the Texas Department of Transportation to contribute right of way funds (fixed price) for improvements to US 77 for right of way acquisition and the relocation and adjustment of utilities from General Cavazos Blvd. to the southern city limits along US 77. (Interim City Manager).
3. Consider introduction of an ordinance amending the fiscal year 2015-2016 budget to include Texas Department of Transportation agreement to contribute right-of-way funds for US-77 Hwy/I-69. (Finance Director).
4. Consider authorizing the purchase of one John Deere Tractor with loader bucket for the Ground Maintenance Department, via Buyboard as per staff recommendation. (Purchasing/Technology Director).
5. Consider authorizing the lease of forty-five (45) new 2016 Yamaha Golf Carts for the L.E. Ramey Golf Course, via Buyboard as per staff recommendation. (Purchasing/Technology Director).
6. Consider a resolution designating the authorized signatories for Financial, Health Trust Plan, and other items of City business from Interim City Manager to City Manager. (Interim City Manager).
7. Consider acceptance of a \$500 donation for the Kingsville Fire Department. (Director of Finance).
8. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 General Fund Budget to accept and expend a donation for the Kingsville Fire Department. (Director of Finance).

9. Consider acceptance of approximately \$1,500.00 in donations for the Parks Department for the 5K run event. (Finance Director).
10. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 General Fund Budget to accept and expend donations and entry fees for the Parks Department. (Finance Director).
11. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Utility Fund and CO Series-2011 Utility Budget for Water Well #23 repairs, completion of the 18" waterline transmission project, and completion of Water Well #25. (Finance Director).
12. Consider introduction of an ordinance amending the Code of Ordinance of the City of Kingsville, Texas, Chapter XI, Article 7, Food Sales and Food Establishments, Sections 15 & 17, providing for adoption of new Texas Food Establishment Rules and clarification of permit provisions. (Health Director).
13. Consider introduction of an ordinance amending the Code of Ordinances of the City of Kingsville, Texas, Chapter XV, Article 5, Historical Districts and Landmarks, Section 15-5-4, providing for an application and fee for Local Historic Landmark Designation. (Downtown Manager).
14. Consider City participation in the 2015 Stride for Health 5K/10K Run to take place on November 21, 2015. (Downtown Manager).
15. Consider approving revised letter agreement with Darrel Meadows as per staff recommendation. (Director of Planning & Development Services).
16. Consider introduction of an ordinance amending the Code of Ordinances of Kingsville, Texas, Chapter XV-Land Usage, Article 1-Building Regulations, Section 15-1-56, providing for adoption the 2014 edition of the National Electric Code. (Director of Planning & Development Services).
17. Consider introduction of an ordinance amending the Code of Ordinances of the City of Kingsville, Texas, Chapter IX-General Regulations, Article 10-Streets and Sidewalks, to add Street Maintenance Fee Sections to establish monthly street maintenance fees for the purpose of funding the city streets system, establishing a street maintenance fund and an appeals process. (Public Works Director/City Engineer).

VII. Adjournment.

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

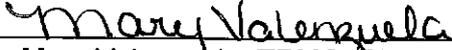
NOTICE

This City of Kingsville and Commission Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as

authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board in the City Hall, 200 East Kleberg, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

October 22, 2015 at 2:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.


Mary Valenzuela, TRMC City Secretary
City of Kingsville, Texas

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

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

**MINUTES OF PREVIOUS
MEETING(S)**

OCTOBER 12, 2015

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, OCTOBER 12, 2015 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.

CITY COMMISSION PRESENT:

Dianne Leubert, Mayor Pro-tem
Al Garcia, Commissioner
Arturo Pecos, Commissioner

CITY COMMISSION ABSENT:

Sam Fugate, Mayor
Noel Pena, Commissioner

CITY STAFF PRESENT:

Courtney Alvarez, Interim City Manager/City Attorney
Mary Valenzuela, City Secretary
Tom Ginter, Director of Planning & Development Services
Diana Gonzales, Human Resources Director
Charlie Cardenas, Public Works Director/Engineer
Tony Verdin, IT Specialist
Susan Ivy, Parks Manager
Leo Alarcon, Tourism Director
Emilio Garcia, Health Director
Robert Rodriguez, Library Director
Thelma Trevino, Administrative Assistant II
Melissa Perez, Risk Manager
David Mason, Purchasing Director
Cynthia Martin, Downtown & Volunteer Supervisor
Ken Starrs, Assistant Task Force Commander
Sharam Santanilla, Engineers Assistant
Ricardo Torres, Police Chief

I. Preliminary Proceedings.

OPEN MEETING

Mayor Pro-tem Leubert called the meeting to order in the Robert H. Alcorn Commission Chamber at 6:00 p.m. and announced quorum with all three Commission members present. Mayor Fugate and Commissioner Pena being absent.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S) – Required by Law

Special Meeting – August 26, 2015

Regular Meeting – September 28, 2015

Special Meeting – October 5, 2015

Mayor Pro-tem called for a motion to approve the minutes of August 26th, September 28th, and October 5, 2015.

Motion made by Commissioner Garcia to approve the minutes of August 26, 2015, September 28, 2015, and October 5, 2015 as presented, seconded by Commissioner

Pecos. The motion was passed and approved by the following vote: Garcia, Pecos, Leubert voting "FOR".

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

1. Public Hearing regarding request for an alcohol variance for a Wine and Beer Retailer's Permit and Retailer's Off-Premise Permit for the establishment known as EZ Stop, LLC located at 201 S. Highway 77 Bypass, Kingsville, Texas. (Director of Planning & Development Services).

Mayor Pro-tem Leubert announced and opened this public hearing at 6:03 p.m.

Mr. Tom Ginter, Director of Planning & Development Services, reported that this is a request for an alcohol variance for EZ Stop, LLC located at 201 S. Highway 77 Bypass in Kingsville, TX. Due to change of ownership, TABC is requiring a new license for this establishment. Public hearing for this variance was published in the Kingsville Record on September 27, 2015. All required notices were mailed to the property owners within 300ft of this property.

Commissioner Pecos asked if the previous owner was already selling alcohol beverages. Mr. Ginter responded that the previous owner had a license to sell alcohol beverages.

Mayor Pro-tem Leubert announced that this is a public hearing and if anyone would like to speak on behalf of this item may do so with a five minute time limit. Additional time cannot be extended by City Commission.

No comments were made. Mayor Pro-tem Leubert closed this public hearing at 6:04 p.m.

III. Reports from Commission & Staff.² (City Manager's Staff Report Attached).

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

Mayor Pro-tem Leubert read and presented a Proclamation to Mr. Robert Vasquez regarding "Coastal Bend Day of Pink".

Mrs. Susan Ivy, Parks Manager, reported that they are updating the survey that was used in 2007 to survey the entire County area for input for the Park Masterplan. The City Manager is reviewing this survey and once approved it will be sent out to the School District to allow the kids voice their input and will be placed on a website called Survey Monkey and also posted on the City website. Ivy further announced that there are a few events coming up in Kingsville, Make a Difference Day on Saturday, October 17th from 8:00 a.m. to 12:00 p.m., Big House Bash will be held on Saturday evening and the 5K Run for your Life on October 24th.

Mrs. Alvarez reported on the summary of the Investment Report for the quarter that ended June 30, 2015. Overall the report states that the City is in good shape and in compliance with our investment policy.

Commissioner Pecos commented that as last reported the City is very strong in the financing stand point.

Mrs. Alvarez further reported that a staff meeting will be held on Wednesday, October 14th at 11:00 a.m. The next regular City Commission meeting will be held on October 26th with agenda items and staff reports for this meeting due on Friday, October 16th.

Commissioner Garcia reported that he attended the Ronchester Santiago Memorial service held today.

Commissioner Leubert thanked staff for their hard work in putting the City of Kingsville tailgate gathering this past Saturday.

IV. Public Comment on Agenda Items ³

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

No public comments were made at this time.

V.

Consent Agenda

Notice to the Public

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

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

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

Motion made by Commissioner Pecos to approve the consent agenda as presented, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Pecos, Garcia, Leubert voting "FOR".

1. Motion to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to 2 acres at Lot 3, Burris Acres, known as 700 General Cavazos from C2-Retail District to C4-Commercial District. (Director of Planning & Development Services).

2. Motion to approve final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for 700 General Cavazos (2 acres at Lot 3, Burris Acres) for self-storage facility. (Director of Planning & Development Services).

3. Motion to approve final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for 1220 N. 14th Street (1.1534 acres at Lot 2, Block 6, McBryde acres) for storage warehouse. (Director of Planning & Development Services).

4. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinance by amending Chapter IX-General Regulations, Article 8-Parks and Recreation, providing for regulations and fees for the Pavilion and Bandstand areas. (Downtown Manager).

5. Motion to re-appoint Dr. Tadeo Reyna, Jr. to the Library Board for a three-year term. (Library Director).

6. Motion to approve membership renewal with Electric Reliability Council of Texas ("ERCOT") for 2016 membership year. (City Attorney).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

7. Consider request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit for the establishment known as EZ Stop, LLC located at 201 S. Highway 77 Bypass, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Pecos to approve this alcohol variance, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Garcia, Pecos, Leubert voting "FOR".

8. Consider authorizing the purchase of one backhoe for the Waste Water Construction Department via Buyboard as per staff recommendation. (Purchasing/Technology Director).

Mr. David Mason, Purchasing/Technology Director reported that this is approval to purchase a new John Deere backhoe from Doggett Heavy Machinery Services in Corpus Christi. This will replace the old Komatzo backhoe in the Waste Water Construction Department. The price less discounts and with the heavy equipment tax is \$92,505.66, which with a \$15,000 trade-in, produces a net price of \$77,505.66 which will come from account 051-5-700.3-712.00. Mason further stated that there are sufficient funds within this line item to cover the cost of purchase.

Motion made by Commissioner Pecos to authorize the purchase, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Pecos, Garcia, Leubert voting "FOR".

9. Consider City approval of and participation in certain events and parades for Fiscal Year 15-16 as stated in the memo and attachments. (Tourism Director).

Mr. Leo Alarcon, Tourism Director, reported that historically, a number of committees within Kingsville annually ask for City support for the different events that take place mostly within the downtown area and the parks. The committees will apply for sponsorship during the year from the City of Kingsville in terms of waivers of fees and support cost from city departments for their events. They are still required to comply with all city ordinances and state laws, especially with regard to health and safety issues. Mr. Alarcon stated that it is being requested that these waivers and services be considered as in-kind sponsorship.

Commissioner Pecos stated that he would like for Mr. Leo Alarcon to be placed in charge of the La Posada Parade. He further stated that the parade needs to be moved to a different location within the city with a longer parade route. He stated that this will bring in families from other cities that will create hotel reservations as well.

Mr. Alarcon stated that although he would like to take charge of the parade, but he is not staffed for this type of event.

Commissioner Pecos further stated that more advertisement is needed for these types of events.

Commissioner Garcia stated that he agrees with Commissioner Pecos, the parade and other events need to be promoted to the outside public so that our events can draw them into Kingsville which could possibly create hotel stays.

Motion made by Commissioner Garcia to approve City approval of an participation in certain events and parades for Fiscal Year 15-16, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Garcia, Pecos, Leubert voting "FOR".

10. Discussion of the wayfinding project and signs. (Tourism Director).

Mr. Alarcon made a presentation on wayfinding project and signs to the City Commission and displayed certain sizes of the wayfinding signs. The actual size of these signs is 4ftx4ft, which is the size approved according to the MUTCD Rules.

Mr. Charlie Cardenas, Public Works Director/Engineer, stated that the first phase will consist of signs being placed on King Street. These signs will guide individuals to City Hall, King Ranch Museum, and King Ranch Grounds. Cardenas further stated that there would be about sixteen signs placed from Hwy 77 to Hwy 141.

Commissioner Garcia asked if these signs would be double sided.

Mr. Cardenas responded that it would depend on the sign and the location it was placed. It could be a bit distracting to the driver coming from the opposite side.

Commissioner Garcia further asked about the type of material that will be used to make these signs.

Mr. Cardenas responded that they will be made of aluminum backing which is of engineering grade sheeting and will be posted on galvanized post.

Commissioner Leubert asked when they can expect the first sign to be in place. Mr. Alarcon responded that they plan on placing the first sign within a month.

11. Executive Session: Pursuant to Section 551.074, Texas Open Meetings Act, the City Commission shall convene in Executive Session to deliberate the appointment, employment, and duties of the City Manager. (Mayor Fugate).

This item was needed; therefore the City Commission did not go into executive session.

12. Consider a resolution authorizing the Mayor to execute an Employment Agreement for the position of City Manager with Jesus A. Garza. (Mayor Fugate).

Motion made by Commissioner Garcia to approve the resolution authorizing the Mayor to execute an Employment Agreement for the position of City Manager with Jesus A. Garza, seconded by Commissioner Pecos.

Commissioner Pecos commented that the City Commission decided to go out with a firm to assist the City in search of applicants for the City Manager's position. This is usually a standard step that the City of Kingsville takes when hiring for this position. He further stated that the first round of applicants, the city received a good number of applications, but the Commission felt that the person they were looking for was not within these applications. They reopened the position, and new applications were submitted and within the second round of applications, the City Commission agreed on this individual. Pecos stated that over the years of being City Commissioner, the Commission learns new things and know about the rules and regulations. He further commented that the City Commission has agreed on a two year contract which will allow the new individual to prove them self to the Commission that they can get the job done. Pecos further stated that Mr. Garza comes to the City with good ideas for our city and he feels that he can be good for our community. Commissioner Pecos went on to comment on issues with the economy and hoping to bring in new businesses to the City.

Mrs. Alvarez commented that the comments that Commissioner Pecos is making with regards to new businesses coming into the city are great ideas, but these ideas can be discussed with the new City Manager at a future meeting. At this time the Commission would need to focus on the item that is being brought before them.

Commissioner Garcia commented that he liked Mr. Garza's resume because of his experiences with San Antonio. He further stated that what he would like for Mr. Garza to do is bring those experiences to the City of Kingsville which will expand the City's outlook on what Kingsville could be in the future. Garcia further stated that this is his entire choice that he made by selecting Mr. Garza as the new City Manager. He further commented that in addition to this, the City has a capable staff that will pick up things that Mr. Garza is not familiar with and guide him along. Garcia also commented that the City needs young people, which is what he wants to do. He would like to bring young people into management positions. Garcia stated that his age group usually seeks individuals within their own age group because they think they have more experience and knowledge. He stated that they need to bring in young people in the same sense, and guarantees that they will guide them. Garcia stated that he told Mr. Garza that he needs to make the City look good.

Commissioner Leubert commented that she would like to see the new City Manager work well with staff and engage themselves with the community and that's what she is hoping for in this transition.

Motion was passed and approved by the following vote: Garcia, Pecos, Leubert voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:47 p.m.

ATTEST:

Sam R. Fugate, Mayor

Mary Valenzuela, TRMC, City Secretary

REGULAR AGENDA

AGENDA ITEM #1

RESOLUTION # 2015-__

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN KLEBERG COUNTY AND THE CITY OF KINGSVILLE FOR HAZARD MITIGATION PLAN; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FEMA provides grant funds to be administered by the Texas Department of Emergency Management for things like the preparation of a Mitigation Action Plan, which would allow for local government entities to apply for other types of grant assistance for their respective communities once the Mitigation Action Plan is approved by both of those the state and federal government agencies;

WHEREAS, the Hazard Mitigation Grant Program is only available once a federal disaster declaration has been made and one was recently made due to flooding in the area, so funding is now available;

WHEREAS, the City and County now desire to enter into an Interlocal Agreement to participate in the Hazard Mitigation Grant Program to prepare a Mitigation Action Plan that will serve each participating entity individually, and as Kenedy County may also partner with Kleberg County and the City for this program they would have a separate agreement with Kleberg County, who is serving as the grant applicant;

WHEREAS, the County of Kleberg and the City of Kingsville have previously entered into interlocal agreements to share expenses on items that benefit the residents of their respective entities; and

WHEREAS, the County and the City believe the preparation of a local area Mitigation Action Plan will improve the health and quality of life of the residents of their jurisdictions.

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

I.

THAT the City authorizes and directs the Mayor, as an act of the City of Kingsville, Texas, to enter into an Interlocal Cooperation Agreement Between Kleberg County and the City of Kingsville for Hazard Mitigation Plan.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
26th day of October, 2015.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF KINGSVILLE, TEXAS
AND
THE COUNTY OF KLEBERG, TEXAS
FOR
HAZARD MITIGATION PLAN**

STATE OF TEXAS §
 §
COUNTY OF KLEBERG §

This Interlocal Cooperation Agreement made, entered into and executed by and between the County of Kleberg, a body and corporate and politic under the laws of the State of Texas (hereinafter referred to as "County") and the City of Kingsville, Texas, a home rule municipal corporation under the laws of the State of Texas (hereinafter referred to as "City"); pursuant to the Interlocal Cooperation Act, Texas Government Code Annotated Chapter 791.

WITNESSETH:

WHEREAS, the FEMA provides grant funds to be administered by the Texas Department of Emergency Management for things like the preparation of a Mitigation Action Plan, which would allow for local government entities to apply for other types of grant assistance for their respective communities once the Mitigation Action Plan is approved by both of those the state and federal government agencies;

WHEREAS, the Hazard Mitigation Grant Program is only available once a federal disaster declaration has been made and one was recently made due to flooding in the area, so funding is now available;

WHEREAS, the City and County now desire to enter into an Interlocal Agreement to participate in the Hazard Mitigation Grant Program to prepare a Mitigation Action Plan that will serve each participating entity individually, and as Kenedy County may also partner with Kleberg County and the City for this program they would have a separate agreement with Kleberg County, who is serving as the grant applicant;

WHEREAS, the County of Kleberg and the City of Kingsville have previously entered into interlocal agreements to share expenses on items that benefit the residents of their respective entities; and

WHEREAS, the County and the City believe the preparation of a local area Mitigation Action Plan will improve the health and quality of life of the residents of their jurisdictions, and

NOW, THEREFORE, in consideration of the premises and of the terms, provisions and mutual promises and covenants herein contained, the City and County mutually agree as follows:

1. Purpose.

The County is applying for FEMA grant funds, hereinafter referred to as the Grant, which is to be administered by the Texas Department of Emergency Management ("TDEM"). The Grant will be used to create a local area Mitigation Action Plan, hereinafter referred to as the "Plan".

2. Responsibilities.

A. The parties agree the County shall:

- a. Serve as the primary participant and contact in all matters pertaining to the Grant and be the conduit for communication between itself, the City and TDEM.
- b. Endeavor to execute its Grant responsibilities in a timely and efficient manner.
- c. Be the repository of all receipts and documentation pertinent to the Grant and furnish such to TDEM upon its request.
- d. Ensure that the City shall not be responsible for any Grant-related costs other than the City's cash-match contribution without the City's prior written approval.
- e. Provide, sometime after the grant is awarded, \$6,677.00 in local matching funds for the Grant, with said money to be used for authorized grant activities.
- f. Deliver a draft copy of the Plan for review and comment by City's governing body during the planning process and prior to plan adoption for the grant submittal.

B. The parties agree the City shall:

- a. Be an additional participant in the Plan.
- b. Comply with all reasonable requests from County for information required to fulfill the County's and City's obligations under the Grant and to complete the Plan.
- c. Assign a person(s) to the Local Planning Team to participate in the development of the Plan and to update the City of progress on the Plan.
- d. Provide, sometime after the grant is awarded, \$6,677.00 in local matching funds to the County within sixty (60) days of such request by the County, with said money to be used for authorized grant activities.

3. Term of the Agreement

A. This agreement shall be from the last date approved by both parties until the Grant awarded by FEMA is administratively closed by TDEM.

B. This Agreement may be terminated by either party at any time with or without cause upon thirty (30) days advance written notice to the other party, though such early termination shall not relieve the parties from the local match payment that each is responsible for making.

C. Any notice of termination shall be sent to the other party to this interlocal agreement at the address listed in paragraph 10 of this agreement.

4. Participant Funding

Each entity will provide six thousand, six hundred and sixty-seven dollars (\$6,667.00) as a local match for the Grant.

5. Complaints

In the event either party believes that the remaining party has not complied fully with the terms of this agreement, that party shall submit written notice stating fully the nature of the complaint. The remaining party shall have thirty (30) calendar days within which to correct the complaint. In the event the complaint is not corrected within thirty (30) days, the complaining party may request a joint meeting with the City and County Commissions to discuss the complaint and resolve the matter. In the event a joint meeting does not produce a resolution of the complaint, each party shall retain all legal rights, remedies and resources available to it prior to initiation of the complaint procedure.

6. Authorization for Funding

The City and the County each separately certify that payments made under this Agreement will be made from current revenues, and any future payments are subject to future appropriations. County appropriations are subject to verification and authorization by the County Auditor, pursuant to the attached form.

7. **Approval By Governing Bodies**. Each party represents that this Agreement has been duly passed and approved by the governing body of the party as required by the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code.

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

9. **Severability**. If any portion of this agreement, or its application to any person or circumstance, is held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this agreement shall not be affected and shall continue to be enforceable under the terms of this agreement.

10. **Notices**. Notices under this Agreement shall be addressed to the parties as indicated below, unless changed by written notice to such effect, and shall be effected when delivered or when deposited in the U.S. mail, postage prepaid, certified, return receipt requested.

City of Kingsville
Attn: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Facsimile: (361) 595-8024

Kleberg County
Attn: County Judge
P.O. Box 752
Kingsville, Texas 78364
Telephone: (361) 595-8585
Facsimile: (361) 592-0838

11. **Performance/Governing Laws**. This agreement shall be performed in Kleberg County, Texas, and shall be governed by the laws of the State of Texas.
12. **Venue**. Venue for an action arising under this Agreement is in Kleberg County, Texas.
13. **Assignment**. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the parties.
14. **Not For The Benefit Of Third Parties**. This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third party.
15. **Effect of Waivers**. No waiver by either party of any default, violation, or breach of the terms, provisions, and covenants contained in this Agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Agreement.
16. **Exercise of Police Power**. This Agreement and all activities under this Agreement are undertaken solely as an exercise of the police power of the parties, exercised for the health, safety, and welfare of the public generally, and not for the benefit of any particular person or persons. The parties do not have and may not be deemed to have any duty to any particular person or persons.
17. **Validity and Enforceability**. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal

limitations are made a part of this Agreement and operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement continues in full force and effect.

18. **Warranty.** The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this agreement.
19. **Immunities Not Waived.** Nothing in this Agreement waives any governmental, official, or other immunity or defense of any of the parties or their officers, employees, representatives, and agents as a result of the execution of this Agreement and the performance of the covenants contained in this Agreement.
20. **Mutual Indemnification.** To the extent allowed by the Constitution and Laws of the State of Texas, County and City agree that each party assumes any and all risks of liability, loss, damages, claims, or causes of action and related expenses, including attorney fees, caused or asserted to have been caused directly or indirectly by or as the result of the negligent acts or omissions of that party and the officers, employees, and agents thereof.
21. **Captions.** Captions to provision of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.
22. **Interlocal Cooperation Act Applies.** The parties enter into this Interlocal Agreement under the Texas Government Code Chapter 791 (Interlocal Cooperation Act). The parties agree that activities under this Agreement are "governmental functions and services" and that the parties are a "local government" as that term is defined in this Agreement and in the Interlocal Cooperation Act.
23. **Entire Agreement.** This Agreement represents the entire agreement between the parties and may not be modified by any oral agreements or understandings. Any amendments must be made in writing and signed by all parties, as provided in paragraph 5 of this agreement.
24. **Effective Date.** This Agreement is effective on the date when the last party executes this agreement.
25. **Multiple Originals.** Two (2) copies of this Agreement are executed; each shall be deemed an original.

EXECUTED on behalf of the County of Kleberg pursuant to an Order of the Kleberg County Commissioners Court authorizing such execution this _____ day of _____
October, 2015.

Rudy Madrid
County Judge

ATTEST:

Stephanie G. Garza
County Clerk

APPROVED AS TO FORM:

Kira Talip
County Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds are available to the City to accomplish and pay the obligations of Kleberg County herein.

Melissa Munoz, County Auditor

EXECUTED by the City of Kingsville on the _____ day of October, 2015

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney



Planning, Housing, and Community
Development Services for Texas Since 1979

Wendy Kirby, CFM
Hazard Mitigation Project Manager
2201 Northland Drive • Austin, Texas 78756
P (512) 420-0303 x337 • F (800) 407-5532
wendy@grantworks.net • www.grantworks.net

Kleberg, Kennedy & Kingsville
700 East Kleberg Avenue
Kingsville, Texas, 78363

Kleberg participated in the Coastal Bend CoG's Plan and it expires: **9/27/2017**

Kingsville participated in the CBCoG's plan too but did not adopt – can still adopt and be eligible for grants now and included in the updated plan.

Kenedy participated in the Cover the Border Plan and it expired: **11/5/2013**

Grants are available now to fund your new Mitigation Plan. We would submit through the Hazard Mitigation Grant Program Disaster DR-4223. **Deadline for applications is 11/29/15.**

Funding requested would look like:

Kleberg County	Total: \$80,000
	Federal Share: \$60,000
City of Kingsville	Local Match: \$20,000
Kenedy County	Local Match split between 3 participants: \$6667

If you do not have a plan, you are not eligible to apply for Hazard Mitigation Grants:

- | | |
|---|--|
| Acquisition – Demolition of Flood-Prone Properties | Dry Flood Proofing – Sealing to Keep Flood Waters Out of a Structure |
| Structure Elevations to Above Base Flood Elevations | Community Safe Room Construction – Tornado and Hurricane |
| Critical Facility Generators | Wildfire Mitigation - Hazardous Fuels Reductions to Protect Structures |
| Public Information Campaigns | Soil Stabilization to Reduce Risk to Structures/Infrastructure (bridges) |
| Localized Flood Reduction Projects | Wind/Fire/Flood Retrofits (Wind, Fire and Flood Resistance Hardening) |
| Early Warning Systems | Infrastructure Retrofit (Reduce risk to existing utilities, roads/bridges) |

Ultimately, these actions reduce exposure, and help you recover more quickly less expensively after a catastrophic event.

“An ounce of prevention is worth a pound of cure.” – Benjamin Franklin



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2201 Northland Drive • Austin, Texas 78756
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wendy@grantworks.net • www.grantworks.net

Grants are available now to fund your new Mitigation Plan. We would submit through the Hazard Mitigation Grant Program Disaster DR-4223. Deadline for applications is 11/29/15.

If you applied for your own plan.

Funding requested would look like:

INDIVIDUAL PLAN	Total: \$66,667
	Federal Share: \$50,000
	Local Match: \$16,667

If you do not have a plan, you are not eligible to apply for Hazard Mitigation Grants:

Acquisition – Demolition of Flood-Prone Properties	Dry Flood Proofing – Sealing to Keep Flood Waters Out of a Structure
Structure Elevations to Above Base Flood Elevations	Community Safe Room Construction – Tornado and Hurricane
Critical Facility Generators	Wildfire Mitigation - Hazardous Fuels Reductions to Protect Structures
Public Information Campaigns	Soil Stabilization to Reduce Risk to Structures/Infrastructure (bridges)
Localized Flood Reduction Projects	Wind/Fire/Flood Retrofits (Wind, Fire and Flood Resistance Hardening)
Early Warning Systems	Infrastructure Retrofit (Reduce risk to existing utilities, roads/bridges)

Ultimately, these actions reduce exposure, and help you recover more quickly less expensively after a catastrophic event.

“An ounce of prevention is worth a pound of cure.” – Benjamin Franklin

AGENDA ITEM #2

RESOLUTION NO. 2015-_____

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE) FOR IMPROVEMENTS TO US 77 FOR RIGHT OF WAY ACQUISITION AND THE RELOCATION AND ADJUSTMENT OF UTILITIES FROM GENERAL CAVAZOS BLVD. TO THE SOUTHERN CITY LIMITS ALONG US 77.

WHEREAS, the Texas Department of Transportation (TXDOT) is responsible for the design, construction, and operation of a system of highways in cooperation with local governments;

WHEREAS, the TXDOT has plans to make improvements to US77 from General Cavazos Blvd. to the South Y (CR2130), which is the future I-69, and has requested the City contribute right of way funds to assist with those improvement for the portion of improvements to be made from General Cavazos Blvd. to the southern city limits along US77; and

WHEREAS, the right of way funds will be used to acquire right of way and to relocate and make adjustments to utilities for the proposed improvements on US77 within the city as noted above; and

WHEREAS, the total estimated cost needed for the above-stated purposes is \$3,530,683.73, of which TXDOT has proposed the City contribute 10%; and

WHEREAS, the City's 10% contribution equals \$353,068.37, which can be paid out over six (6) equal annual installment payments of \$58,844.73; and

WHEREAS, the City of Kingsville must pass a resolution authorizing the City to enter into the Agreement with the Texas Department of Transportation to Contribute Right of Way Funds (Fixed Price); and

WHEREAS, the City will be responsible for paying the six annual right of way fund payments to TXDOT.

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

I.

THAT the City Commission authorizes the Mayor to execute the Agreement to Contribute Right of Way Funds (Fixed Price) with the Texas Department of Transportation for acquisition of certain right of way and the relocating and

adjusting of utilities due to certain highway improvements for General Cavazos Blvd. to the southern city limits on US77, as per the agreement attached hereto.

II.

THAT the Mayor, or his designee, is hereby authorized and directed to act on the City's behalf in all matters pertaining to this contract.

III.

THAT this Resolution shall become effective upon adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 26th day of October, 2015.

Sam R. Fugate
Mayor

ATTEST:

Mary Valenzuela
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

County Kleberg
District Corpus Christi
ROW CSJ # 0102-04-100
CCSJ # 0102-04-099
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Federal Highway Administration
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Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS (FIXED PRICE)

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, (the “**State**”), and the City of Kingsville, Texas, acting through its duly authorized officials (the “**Local Government**”).

WITNESSETH

WHEREAS, Texas Transportation Code §§ 201.103 and 222.052 establish that the State shall design, construct, and operate a system of highways in cooperation with local governments; and

WHEREAS, Texas Transportation Code, §§ 201.209 authorizes the State and a Local Government to enter into agreements in accordance with Texas Government Code, Chapter 791; and

WHEREAS, the State has deemed it necessary to make certain highway improvements on Highway No. US 77 from FM 1356 to CR 2130, and this section of highway improvements will necessitate the acquisition of certain right of way and the relocating and adjusting of utilities (the “**Project**”); and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for this highway project; and

WHEREAS, the Local Government desires to enter into a fixed price joint participation agreement pursuant to 43 TAC §15.52 to contribute to the State funding participation as defined in 43 TAC §15.55 for the cost of acquiring the right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated Date Here, 2015, which is attached to and made a part of this agreement as Attachment A. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW THEREFORE, the State and the Local Government do agree as follows:

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AGREEMENT

1. Agreement Period

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Termination

This agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The agreement is terminated in writing with the mutual consent of the parties;
- B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- C. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

3. Local Project Sources and Uses of Funds

A. The total estimated cost of the Project is shown in Attachment C, Project Budget Estimate and Payment Schedule, which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties is shown in Attachment C. The Local Government shall pay to the State the amount shown in Attachment C as its required contribution of the total cost of the Project and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check for the amount and according to the payment schedule shown in Attachment C.

B. The Local Government's fixed price contribution set forth in Attachment C is not subject to adjustment unless:

- 1. site conditions change;
- 2. work requested by the Local Government is ineligible for federal participation; or
- 3. the adjustment is mutually agreed on by the State and the Local Government.

C. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local

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Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a warrant or check made payable to the "Texas Department of Transportation Trust Fund." The warrant or check shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to this highway project.
- E. Notwithstanding that this is a fixed price agreement, the Local Government agrees that in the event any existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the State, then the Local Government will pay one hundred percent (100%) of all those increased costs, even if the applicable county qualifies as an Economically Disadvantaged County (EDC). The amount of the increased costs associated with the existing, future, or proposed Local Government ordinance, commissioner's court order, rule, policy, or other directive will be determined by the State at its sole discretion.
- F. If the Local Government is an EDC and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- G. If the Project has been approved for an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the incremental payment schedule.

4. Real Property in Lieu of Monetary Payment

- A. Contributions of real property may be credited to the Local Government's funding obligation for the cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated or in use as a public road, contributed by the Local Government to the State shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The amount of any credit for real property contributed for this project is clearly shown in Attachment C.
- B. The Local Government will provide to the State all documentation to support the determined fair market value of the donated property. This documentation shall include an appraisal of the property by a licensed appraiser approved by the State. The cost of appraisal will be the responsibility of the State. The State will review the submitted documentation and make a final determination of value; provided however, the State may perform any additional investigation deemed necessary, including supplemental appraisal work by State employees or employment of fee appraisers.

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- C. Credit shall be given only for property transferred at no cost to the State after the effective date of this agreement and the issuance of spending authority, and only for property which is necessary to complete this project, has title acceptable to the State, and is not contaminated with hazardous materials. Credit shall be in lieu of monetary contributions required to be paid to the State for the Local Government's funding share of the right of way to be acquired for this project. The total credit cannot exceed the Local Government's matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the Local Government, applied to project phases other than right of way, nor used for other projects.
- D. In the event the Local Government's monetary contributions to the State for acquisition of right of way, when added to its real property credits, exceed the Local Government's matching share of the right of way obligation, there will be no refund to the Local Government of any portion of its contributed money.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written supplemental agreement.

6. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, to the following addresses:

Local Government:	State:
<u>Sam R. Fugate, Mayor</u>	Director of Right of Way Division
<u>City of Kingsville, Texas</u>	Texas Department of Transportation
<u>200 E. Kleberg Avenue</u>	125 E. 11 th Street
<u>Kingsville, Texas 78363</u>	Austin, Texas 78701

All notices shall be deemed given on the date delivered or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail and that request shall be honored and carried out by the other party.

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7. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

8. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

9. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

10. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

11. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this agreement.

12. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

13. Inspection of Books and Records

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway

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Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

14. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

15. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

16. Civil Rights Compliance

The parties to this agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

17. Applicability of Federal Provisions

Articles 18 through 23 only apply if Federal funding is used in the acquisition of right of way or the adjustment of utilities.

18. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

19. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally -Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

20. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this

County _____ Kleberg _____
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contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

21. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

22. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the

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distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:

- i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
- ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

23. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://txdot.gov/inside-txdot/office/audit/contact.html>
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY 2015-2016."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

24. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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District Corpus Christi
ROW CSJ # 0102-04-100
CCSJ # 0102-04-099
Federal Project #: N/A
Federal Highway Administration
CFDA # 20.205
Not Research and Development

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Sam R. Fugate

Typed or Printed Name

Mayor, City of Kingsville

Title

Date

THE STATE OF TEXAS

John P. Campbell, P.E.
Director, Right of Way Division
Texas Department of Transportation

Date

**ATTACHMENT A
RESOLUTION OR ORDINANCE**

**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**

**STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION**

**PLANS OF PROPOSED
RIGHT OF WAY PROJECT
US 77**

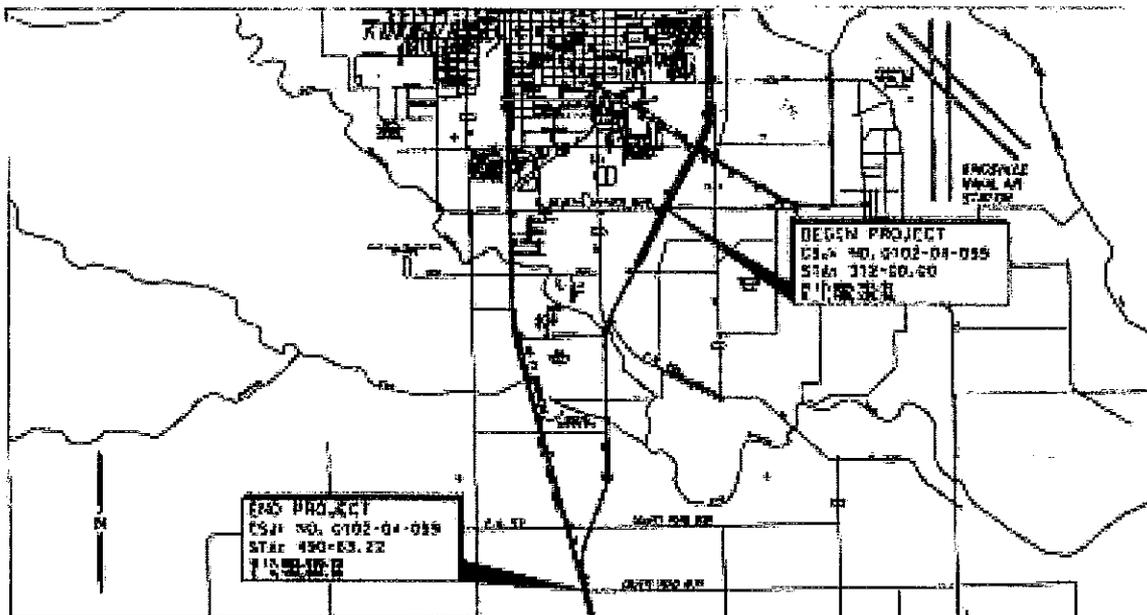
BLEBORG COUNTY

CCSJ-0102-04-099

RCSJ-0102-04-100

LIMITS: F.M. 1356 TO COUNTY ROAD 2130

NET LENGTH OF PROJECT = 17,883ft. = 3.4 Miles



**Standard Agreement to Contribute
State Performs Work
Periodic Payments
Attachment C
City of Kingsville**

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Right of Way Acquisition	\$1,416,683.73	90%	\$1,275,015.36	10%	\$141,668.37
Reimbursable Utility Adjustments	\$2,114,000.00	90%	\$1,902,600.00	10%	\$211,400.00
Joint Bid Reimbursable Utility Adjustments	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
	\$0	0%	\$0	0%	\$0
TOTAL	\$3,530,683.73	90%	\$3,177,615.36	10%	\$353,068.37

Except as otherwise provided in the Agreement, the fixed amount of Local Government participation will be that amount provided above.

Local Government requested approval for periodic payments of its funding obligation pursuant to 43 TAC §15.52 and the executive Director has approved the request. Attached is completed Special Approval Form – DED Approval.

Periodic payment schedule:

Initial payment by the Local Government to the State with execution of agreement. \$58,844.73.

Dollars \$58,844.73 on or before October 31, 2016,
Dollars \$58,844.73 on or before October 31, 2017,
Dollars \$58,844.73 on or before October 31, 2018,
Dollars \$58,844.73 on or before October 31, 2019,
Dollars \$58,844.72 on or before October 31, 2020.

AGENDA ITEM #3

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO INCLUDE TXDOT AGREEMENT TO CONTRIBUTE RIGHT OF WAY FUNDS FOR US-77/I-69.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2015-2016 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
Fund 001 General Fund					
<u>Capital</u>					
2		Unreserved Fund Balance	61002		<u>\$58,834</u>
					<u>\$58,834</u>
<u>Expenses</u>					
5-1030	City Special	Prof Srv-Tx DOT Agreement	31464	<u>\$58,834</u>	
				<u>\$58,834</u>	

[To amend the City of Kingsville FY 15-16 General Fund Budget for the first of six annual payments to TxDOT as per an agreement with them to contribute Right of Way funds for right of way acquisition and the relocation and adjustment of utilities along US-77/I-69 from General Cavazos Blvd. to the southern city limits as per the attached memo from the Finance Director.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 26th day of October, 2015.

PASSED AND APPROVED on this the __ day of _____, 2015.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



MEMORANDUM

To: COURTNEY ALVAREZ, INTERIM CITY MANAGER
From: DEBORAH BALLI, FINANCE DEPARTMENT DIRECTOR
Date: 10/06/2015
Subject: TxDot Agreement

Attached is the Ordinance to include the City's agreement with TxDOT to contribute right of way funds for US-77/I-69 in the FY15-16 General Fund Budget.

The City will contribute right of way funds totaling \$353,000 over the next 6 years. This budget amendment is for payment 1 of 6 in the amount of \$58,834.

This budget amendment, given your approval, would be on the Commission Meeting agenda October 26, 2015 for first reading.

Sincerely,
Deborah Balli

AGENDA ITEM #4



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE: October 13, 2015
TO: City Commission through City Manager
FROM: David Mason, Purchasing/Technology Director
SUBJECT: John Deere Tractor

SUMMARY

This item authorizes the purchase of one John Deere Tractor with Loader Bucket for the Ground Maintenance Department.

BACKGROUND

This is a budgeted capital improvement item for the Ground Maintenance Department.

RECOMMENDATION

We believe the best value for the City is a John Deere 6105D from John Deere & Company, with Robstown Hardware as the delivering dealer. The 6105D is an 87 PTO hp and includes a H310 Loader Bucket. It is being purchased under BuyBoard contract 447-14, thereby satisfying state purchasing law regarding competitive bidding regulations.

FINANCIAL IMPACT

The price with discount is \$58,700.50 and will be from account 051-5-610.1-712.00 Ground Maintenance Department Capital Equipment. Sufficient money is in the budgeted line item to cover this purchase.



JOHN DEERE

**ROBSTOWN
HARDWARE CO.**
— A KING RANCH COMPANY —

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:

Robstown Hardware Company
606 Us Hwy 77 S
Robstown, TX 78380
361-387-2564
rhcadmin@robstownhardware.com

Quote Summary

Prepared For:

City Of Kingsville
Po Box 1458
Kingsville, TX 78364
Business: 361-595-8084
APEREZ@CITYOFKINGSVILLE.COM

Delivering Dealer:

Robstown Hardware Company
Burt Zimmerman
606 Us Hwy 77 S
Robstown, TX 78380
Phone: 361-387-2564
bzimmerman@king-ranch.com

Quote ID: 11544425
Created On: 29 May 2015
Last Modified On: 06 October 2015
Expiration Date: 29 May 2015

Equipment Summary

JOHN DEERE 6105D Cab Tractor
(87 PTO hp)
Contract: TASB_447-14
Price Effective Date: April 20, 2015

Selling Price **Qty** **Extended**
\$ 53,974.86 X 1 = \$ 53,974.86

JOHN DEERE H310 Standard
Loader
Contract: TASB_447-14
Price Effective Date: April 1, 2015

\$ 4,725.64 X 1 = \$ 4,725.64

Equipment Total

\$ 58,700.50

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 58,700.50
Trade In
SubTotal **\$ 58,700.50**
Total \$ 58,700.50
Down Payment (0.00)
Rental Applied (0.00)
Balance Due **\$ 58,700.50**

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

**ROBSTOWN
HARDWARE CO.**
— A KING RANCH COMPANY —

Selling Equipment

Quote Id: 11544425 Customer Name: CITY OF KINGSVILLE

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:
Robstown Hardware Company
606 Us Hwy 77 S
Robstown, TX 78380
361-387-2564
rhcadmin@robstownhardware.com

JOHN DEERE 6105D Cab Tractor (87 PTO hp)

Hours:

Stock Number:

Contract: TASB_447-14

Price Effective Date: April 20, 2015

Selling Price *
\$ 53,974.86

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
654GP	6105D Cab Tractor (87 PTO hp)	1	\$ 64,895.00	26.00	\$ 16,872.70	\$ 48,022.30	\$ 48,022.30
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	No package	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
1383	12F/12R PowrReverser Transmission (19 mph/30 kmh) - MFWD Axle	1	\$ 1,299.00	26.00	\$ 337.74	\$ 961.26	\$ 961.26
2050	Standard Cab	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2120	Air Suspension Seat (MSG 95)	1	\$ 831.00	26.00	\$ 216.06	\$ 614.94	\$ 614.94
3340	Triple Deluxe SCV with ISO Breakaway Couplers	1	\$ 1,102.00	26.00	\$ 286.52	\$ 815.48	\$ 815.48
4120	Two Telescopic Draft Links	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
5510	18.4-38 In. 8PR R1 Bias	1	\$ 540.00	26.00	\$ 140.40	\$ 399.60	\$ 399.60
6120	14.9-24 In. 8PR R1 Bias	1	\$ 148.00	26.00	\$ 38.48	\$ 109.52	\$ 109.52
8002	Tool Box	1	\$ 47.00	26.00	\$ 12.22	\$ 34.78	\$ 34.78
8254	Instructional Seat	1	\$ 527.00	26.00	\$ 137.02	\$ 389.98	\$ 389.98
8331	Deluxe Corner Post Exhaust	1	\$ 404.00	26.00	\$ 105.04	\$ 298.96	\$ 298.96
8910	2-Function Mechanical Independent Control Valve Loader Ready Package	1	\$ 3,146.00	26.00	\$ 817.96	\$ 2,328.04	\$ 2,328.04
Standard Options Total			\$ 8,044.00		\$ 2,091.44	\$ 5,952.56	\$ 5,952.56
Suggested Price							\$ 53,974.86
Total Selling Price			\$ 72,939.00		\$ 18,964.14	\$ 53,974.86	\$ 53,974.86

JOHN DEERE H310 Standard Loader



JOHN DEERE

**ROBSTOWN
HARDWARE CO.**
— A KING RANCH COMPANY —

Selling Equipment

Quote Id: 11544425 Customer Name: CITY OF KINGSVILLE

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:

Robstown Hardware Company
606 Us Hwy 77 S
Robstown, TX 78380
361-387-2564
rhcadmin@robstownhardware.com

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: TASB_447-14

\$ 4,725.64

Price Effective Date: April 1, 2015

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
04C1P	H310 Standard Loader	1	\$ 8,612.00	26.00	\$ 2,239.12	\$ 6,372.88	\$ 6,372.88
Standard Options - Per Unit							
0202	Operator's Manual - United States	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
1995	Less Mounting Frame	1	\$ -1,322.00	26.00	\$ -343.72	\$ -978.28	\$ -978.28
2600	H310 Standard Farm Loader (NSL) - 2 Function	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
3995	Less Hydraulic Hoses and Controls	1	\$ -296.00	26.00	\$ -76.96	\$ -219.04	\$ -219.04
4995	Less Hydraulic Connection	1	\$ -222.00	26.00	\$ -57.72	\$ -164.28	\$ -164.28
5995	Less Hood Guard	1	\$ -347.00	26.00	\$ -90.22	\$ -256.78	\$ -256.78
6995	Less Ballast Box	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
8220	2150 MM (85 In.) Global Materials Bucket	1	\$ -39.00	26.00	\$ -10.14	\$ -28.86	\$ -28.86
Standard Options Total			\$ -2,226.00		\$ -578.76	\$ -1,647.24	\$ -1,647.24

Suggested Price

\$ 4,725.64

Total Selling Price

\$ 6,386.00

\$ 1,660.36

\$ 4,725.64

\$ 4,725.64

6D Series Tractors

105-140 Engine Horsepower Utility Tractors





Curved oil lines, routed through the boom, hose and torque tube, protect the hydraulic system and give the loader a more attractive appearance.

The low torque tube position improves visibility. The redesigned attachment carrier also improves operator visibility, making it easier to switch attachments. And with a wide range of John Deere and Frontier attachments you can quickly go from moving hay to loading the feed mixer.

False rod bucket cylinders require a smaller displacement of oil on the head end of the cylinder allowing the cylinder to dump significantly faster than a normal cylinder. The result? Faster bucket dumping cycle times. (False rod bucket cylinders are only available on Mechanical Self-Leveling configurations.)

Cast steel components add strength and durability.

H Series Loader and Tractor Compatibility

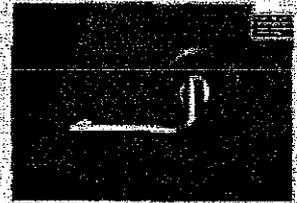
Model #	Tractor Compatibility	Leveling Options
H260	5M 5083-5101E 6D	NSL or MSL
H310	6D 5M 6105-6125MR	NSL or MSL
H340	6105-6150M 6105-6150R	NSL or MSL
H360	6140-6170M 6140-6210R	NSL or MSL
H380	6170M 6170-6210R	MSL
H480	7R 8R	MSL

The Ultimate Hired Hand

H Series Loaders

John Deere Loaders have always been known for their durability and seamless integration with John Deere tractors.

To answer operator requests and to meet the challenges of evolving tractors, John Deere developed the H Series loaders. These loaders bring all the strength of previous John Deere loaders and combine that legacy with more visibility, added ease of use and 100% cycle times. "Wild-T" loaders can't match the advantage of a grain loader on a grain tractor.



The mid-mount quick couplers offer a simple and economical hydraulic connection method (quick couplers are included in the loader-ready packages). For an even easier and faster process, a single point hydraulic connection is available.

Upper Right - Lift mast pins allow for easier parking and installation of the loader, no tools necessary and no loose parts to throw.

Lower Right - For easier connections to a multitude of attachments, equip your H-Series loader with the Global Carrier and enjoy fast, one-lever changeovers.



AGENDA ITEM #5



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE: October 13, 2015
TO: City Commission through City Manager
FROM: David Mason, Purchasing/Technology Director
SUBJECT: Yamaha Golf Carts

SUMMARY

This item authorizes the lease of forty-five (45) new 2016 Yamaha Golf Carts.

BACKGROUND

The current electric carts have come to the end of their useful life and this lease will provide new gasoline carts.

RECOMMENDATION

We believe the best value for the City is forty-five (45) New 2016 Yamaha DRIVE EFI gas golf carts at an operating lease cost of \$50.00 per month per cart or \$2,250.00 total monthly. This also includes a 2013 Adventurer One utility cart from the previous lease and a 2013 Adventurer One Range picker free. The carts will be acquired under BuyBoard Contract #447-14, thereby satisfying state purchasing law regarding competitive bidding regulations. The operating lease is being done by Yamaha Commercial Customer Finance (YCCF).

FINANCIAL IMPACT

The twelve (12) month cost of these carts is \$27,000 and FY16 budget show \$32,000 for existing cart lease in 001-5-450.2-641.00, so sufficient funds exist for this item. This is exclusive of the mowing equipment lease.



Proposal Prepared For L. E. Ramey Golf Course Kingsville, Texas

September 29, 2015

Forty-five (45) new 2016 Yamaha DRIVE EFI gas golf cars featuring our industry-first Electronic Fuel Injection. The **DRIVE EFI** achieves a stunning **44.8 MPG!** With the lowest hydrocarbon emissions available on the market, the **DRIVE EFI** is the greenest, cleanest and most economical choice. Every Yamaha **DRIVE** features an automotive, ladder style, HybriCore Chassis consisting of a 100% robotically welded steel frame, **protected by an 18 step paint process**, with a polypropylene structural floor that is 2.5 times stronger than our previous model yet is also 20% lighter. Built for durability as well as comfort, the **DRIVE** features the largest and most comfortable contoured seat, the largest sweater basket, bag well and canopy top in the industry. With the largest area of entry and egress, an automotive style dash, and a **fully independent** Tru-Trak II front suspension the **DRIVE** is designed to meet all of your customer's needs and surpass their expectations.

Every Yamaha DRIVE features:

- | | |
|--|--|
| <ul style="list-style-type: none">* Outstanding & Reliable Factory Service* EFI – Electronic Fuel Injection* No Choke & No Smoke!* Largest, Most Comfortable Seat in the Industry* Fully Independent Front Suspension* 5 MPH Crash Rated – Matching Bumpers* Largest Bag Well / Bag Holder* Clima-Guard Top with Dual Rain Gutters* Best Occupant Space | <ul style="list-style-type: none">* Local Dealer Support* 11.4 HP 357 cc Yamaha-built engine* 44.8 MPG* Hybri-Core Chassis – Maintenance-Free* Splash-style Positive Oil Lubrication* Automotive Style Dash* Flexible, Durable Body Panels* Sentry Wraparound Protection* Maintenance-Free Rack & Pinion Steering |
|--|--|

Features included for L. E. Ramey:

- | | |
|--|--|
| <ul style="list-style-type: none">* Garnet Red Body Color* Fleet Numbers- (2) per car* Sand Bottles- (2) per car* Information Holders | <ul style="list-style-type: none">* Off-Board Towing Systems* Spare Tires – (20)* Delivery & Setup |
|--|--|

Delivery available approximately 4 – 6 weeks after receipt of signed proposal



Leasing Options

All equipment leased or financed through an agreement with Yamaha Golf-Car Company is done by our sister division, Yamaha Commercial Customer Finance (YCCF). Yamaha is proud to offer the only in-house financing in the golf car industry and is able to custom fit a lease to your specific needs.

60-Month Lease Term

- **Fleet - \$50 per car per month, \$2,250 total monthly**
 - **Includes: 2013 Adventurer One utility from previous lease & 2013 Adventurer One Range picker FREE**

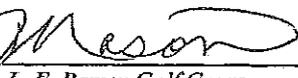
The above quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company, additional documentation to follow. This quotation is valid for 30 days. This agreement constitutes the entire agreement between the parties specified above and supersedes any previous agreements between the parties whether oral or in writing. Neither party has made any additional representations or understandings to the other party except as set forth in this agreement.

Upon entering into the final six months of a lease with YCCF, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will allow the Lessee the option of rolling into a new lease of new Yamaha golf cars. The new lease agreement must be with Commercial Customer Finance and will be subject to their credit approval. The new lease payment will be based upon the current pricing and rates at that time.

If this proposal is acceptable under the above terms, please sign, date and return to Matthew Jones - Yamaha District Manager by email or fax listed below:

Email: mjones3@ymmc.yamaha-motor.com

Fax: (832) 201-7653

Accepted by: 
L. E. Ramey Golf Course

Date: 10/5/15

Accepted by: Matthew Jones, PGA
Yamaha District Manager

Date: 9-28-15

Accepted by: Greg Robison, PGA
Yamaha Regional Manager

Date: 9-28-15

THE DRIVE

Yamaha's Factory Direct Service

Yamaha Golf-Car Company's factory direct service technicians provide a level of service that is second to none. The fully equipped service trucks provide onsite repairs to help reduce down time. Your Factory Service Technician (FST) will visit the course regularly as his schedule allows, approximately every 4 to 6 weeks as needed. The FST will make any and all necessary warranty repairs and perform other repairs as directed by course. Any repair requiring a parts and/or labor charge will be approved in course prior to repair. FST will evaluate any fleet or utility cars as directed by course. FST will evaluate approximately 10% of the total fleet (at minimum) on each visit. Additional visits may require trip charge, depending on timing. Your FST is Ramondo Wilkins and he can be reached at 404-558-6530. His supervisor is Stan Miser and he can be reached at 817-235-2496.

In consideration of our mutual goal for outstanding fleet performance, the Club agrees:

- To keep cars clean, rotate usage and repair flats
- Have proper cars available for service technicians on scheduled visits
- Provide technician a list of cars requiring unscheduled maintenance
- Report any damage due to vandalism within 24 hours

Yamaha Standard Factory Warranty

Company hereby warrants that any new YDRA gas or YDRE electric Yamaha golf car purchased from an authorized Yamaha golf car dealer in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations.

DURING THE PERIOD OF WARRANTY any authorized Yamaha golf car dealer will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

GENERAL EXCLUSIONS from this warranty shall include any failures caused by:

- a) Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- b) Accident or collision damage.
- c) Installation of parts or accessories that are not original equipment.
- d) Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- e) Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- f) Damage due to improper transportation.
- g) Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

WARRANTY COVERAGE:

Year 1: The first year of warranty shall cover the entire vehicle except for the Specific Exclusions below.

Year 2: The second year exclusions are the YDRA battery, body parts, mats, bumper assembly, bag carrier, scorecard holder, trim, and the Specific Exclusions below.

Year 3: The third year exclusions include the second year exclusions, plus the control cables and electrical system (except electronic speed controller, battery charger, and electric motor), and the Specific Exclusions below.

Year 4: The fourth year of the warranty covers only the electric motor, speed controller, battery charger, and transaxle on the YDRE and the engine, clutch system (except drive belt), and transaxle on the YDRA.

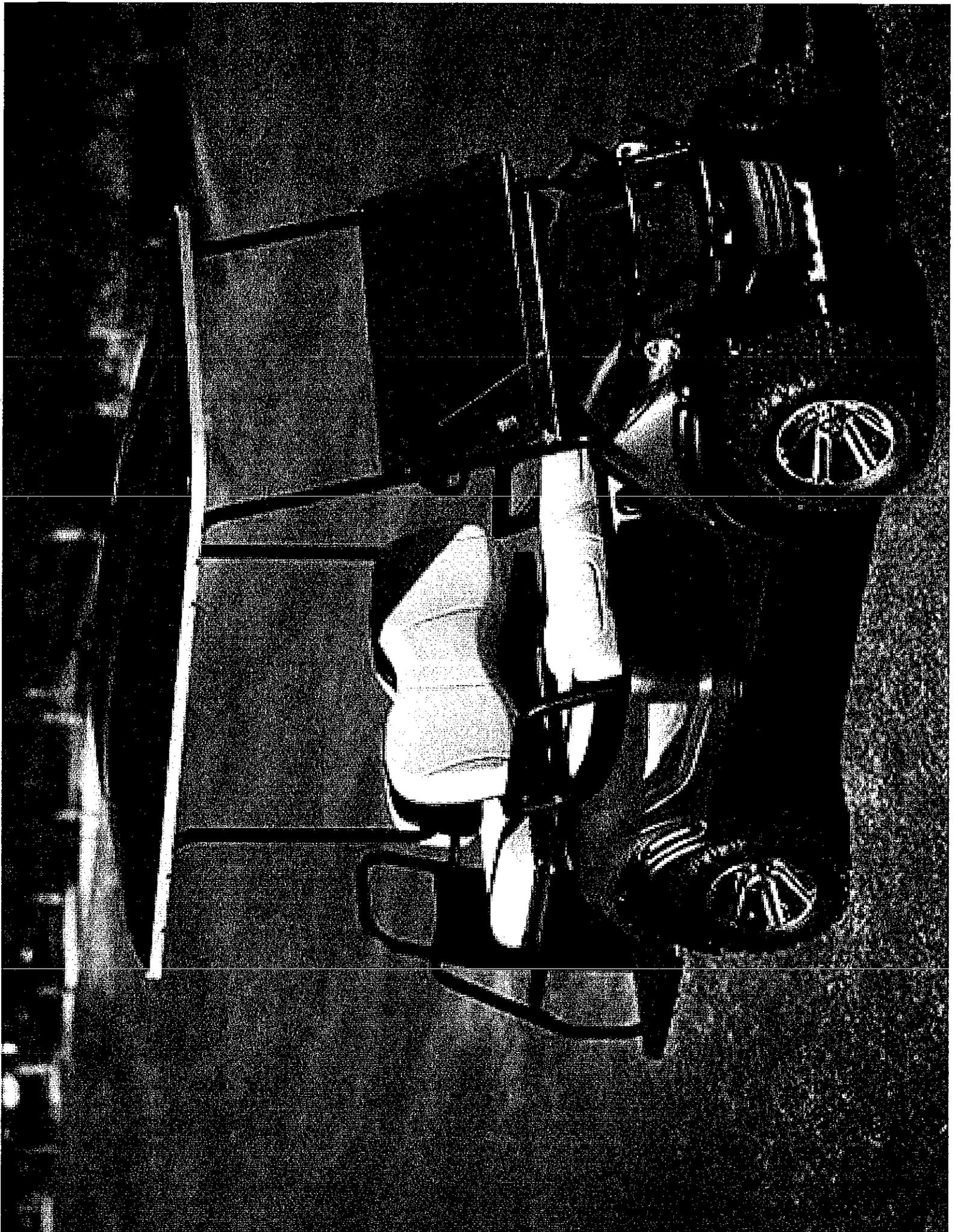
SPECIFIC EXCLUSIONS: Specific exclusions from this warranty shall include the following:

- Any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, tire wear, spark plugs, starter and clutch drive belts.
- Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty.
- Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a high parasitic current draw, unless the vehicle is equipped with an optional factory installed deep cycle starting battery.

I have read and agree to the above conditions set forth in the Warranty


Initial

THE DRIVE



AGENDA ITEM #6

RESOLUTION NO. 2015-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, DESIGNATING THE AUTHORIZED SIGNATORIES FOR FINANCIAL, HEALTH TRUST PLAN, AND OTHER ITEMS OF CITY BUSINESS FROM INTERIM CITY MANAGER TO CITY MANAGER.

WHEREAS, a new City Manager was named by the City Commission and an employment agreement was approved on October 12, 2015 for Jesus A. Garza to occupy the position of City Manager starting on November 2, 2015;

WHEREAS, the financial, health trust plan, and other items of city business require documents to be authorized and signed on the behalf of the position of City Manager;

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

Section 1: That as of November 2, 2015 the following individual is hereby authorized to sign financial, health trust plan, and other items of city business that are required to be authorized and signed on the behalf of the position of City Manager:

Remove: Courtney Alvarez, Interim City Manager

Add: Jesus Garza, City Manager

Section 2: This resolution shall be effective until it is repealed or superseded by another resolution.

Section 3: This Resolution shall be and become effective on and after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on this the 26th day of October, 2015.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #7



MEMORANDUM

To: COURTNEY ALVAREZ, INTERIM CITY MANAGER

From: JOEY REED, FIRE CHIEF

Date: OCTOBER 14, 2015

Subject: FIRE DEPARTMENT BUDGET AMENDMENT REQUEST-DONATION

The Fire Department has received a cash donation in the amount of \$500 from Ms. Josefa L. Garcia. She sent the cash donation and a nice letter to thank the five firefighters that rendered aid to her in her home on September 7th, 2015.

In keeping with Ms. Garcia's wishes to thank firefighters for their service, I would like to request that a budget amendment be requested to allow this money to be allocated to the Fire Department budget account # 001-5-2200-21110 for Employee Recognition Supplies. There are currently no funds allocated to this account for the 2015-16 fiscal year.

Thank you for your consideration.

just a note

Gentlemen

please accept this small gift for all you did on Monday night, Sept 7, when I Josefa Garcia fell off the Bed, and you all 5 came to help me get up. I have a lower Back problem. Couldn't get up without your help. one of you even help my Brother turn off alarm. God Bless you all for being so kind

Sincerely

Josefa L. Garcia

AGENDA ITEM #8

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO ACCEPT AND EXPEND A DONATION TO THE KINGSVILLE FIRE DEPARTMENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2015-2016 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
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Fund 001 General Fund

Revenues

4-2200 Fire	Donations	72030	\$500	<u>\$500</u>
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Expenses

5-2200 Fire	Employee Recognition	21110	\$500	
	Supplies		<u>\$500</u>	

[To amend the City of Kingsville FY 15-16 General Fund Budget to accept and expend a donation from Ms. Josefa L. Garcia to the Kingsville Fire Department as per the attached memo from the Fire Chief.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission

that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 26th day of October, 2015.

PASSED AND APPROVED on this the ___ day of _____, 2015.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

MEMORANDUM

To: COURTNEY ALVAREZ, INTERIM CITY MANAGER

From: JOEY REED, FIRE CHIEF

Date: OCTOBER 14, 2015

Subject: FIRE DEPARTMENT BUDGET AMENDMENT REQUEST-DONATION

The Fire Department has received a cash donation in the amount of \$500 from Ms. Josefa L. Garcia. She sent the cash donation and a nice letter to thank the five firefighters that rendered aid to her in her home on September 7th, 2015.

In keeping with Ms. Garcia's wishes to thank firefighters for their service, I would like to request that a budget amendment be requested to allow this money to be allocated to the Fire Department budget account # 001-5-2200-21110 for Employee Recognition Supplies. There are currently no funds allocated to this account for the 2015-16 fiscal year.

Thank you for your consideration.

AGENDA ITEM #9



Parks & Recreation

P. O. Box 1458
Kingsville, Texas 78364
361-595-8591
361-595-8596 (fax)
sivy@cityofkingsville.com

To: Courtney Alvarez, Interim City Manager,
Mayor and City Commissioners

From: Susan Ivy, Parks Manager

Re: Item for Consideration – Donations for “Run for Your Life” Event

Date: October 16, 2015

Kingsville Parks & Recreation is hosting a Halloween community event to encourage healthy living and provide fun, family oriented activities. Our “Run For Your Life” Halloween Haunted 5k Run/Walk will be held Oct. 24th at Dick Kleberg Park. It will start with a kids 1 mile run and a 5k Run/Walk for more experienced runners. The trails will be decorated with Halloween goblins and some may be just décor and some may be real goblins so – BEWARE – ENTER IF YOU DARE. After the race the event will move to the playground at Dick Kleberg Park for Halloween Movie Night featuring “Hotel Transylvania” on the big screen and a pre-movie costume contest.

The event requires additional funding to that provided by the City Park Budget. In order to meet our budget needs, we have solicited sponsorships from the community and have received some positive responses. To date we have received commitments for cash donations of \$1,300 with a total fundraising goal of \$1,500.00. These funds will supplement \$500.00 in funding coming from the Parks Department Recreational Programs Budget. These funds will be used to invest in event banners, décor, t-shirts, contracting finish line timers, award ribbons, after event movie licensing, and advertising.

Our budget is as follows:

Income:

Park Budget	\$ 500.00
Donations	1500.00
<u>Entry Fees:</u>	<u>400.00</u>
Estimated Income	\$2400.00

Expenses:

Banners	\$ 400.00
T-shirts	475.00
Awards	100.00
Décor	250.00
Timers	75.00
Movie License	397.00
<u>Advertising</u>	<u>400.00</u>
Estimated Exp.	\$2,097.00

I am asking that you authorize the receipt of our donations and expenditure of same. Thank you for your consideration.

Walking Jogging Biking Baseball Softball Soccer Picnicking Birding Rodeo Festivals

AGENDA ITEM #10

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 GENERAL FUND BUDGET TO ACCEPT AND EXPEND 5K RUN DONATIONS AND ENTRY FEES FOR THE PARKS DEPARTMENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2015-2016 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
Fund 001 General Fund					
<u>Revenues</u>					
4-4503	Parks	Park Donations	58003	\$1500	
4-4503	Parks	5k Registration	58068	\$ 400	
				<u>\$1900</u>	
<u>Expenses</u>					
5-4503	Parks	5k Registration	31495	\$1900	
				<u>\$1900</u>	

[To amend the City of Kingsville FY 15-16 General Fund Budget to accept and expend donations and entry fees for the "Run for Your Life" Halloween Haunted 5k Run/Walk hosted by the City of Kingsville Parks and Recreation Department as per the attached memo from the Parks Manager.]

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause,

phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

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

INTRODUCED on this the 26th day of October, 2015.

PASSED AND APPROVED on this the ___ day of _____, 2015.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Parks & Recreation

P. O. Box 1458
Kingsville, Texas 78364
361-595-8591
361-595-8596 (fax)
sivy@cityofkingsville.com

To: Courtney Alvarez, Interim City Manager,
Mayor and City Commissioners

From: Susan Ivy, Parks Manager

Re: Item for Consideration – Donations for “Run for Your Life” Event

Date: October 16, 2015

Kingsville Parks & Recreation is hosting a Halloween community event to encourage healthy living and provide fun, family oriented activities. Our “Run For Your Life” Halloween Haunted 5k Run/Walk will be held Oct. 24th at Dick Kleberg Park. It will start with a kids 1 mile run and a 5k Run/Walk for more experienced runners. The trails will be decorated with Halloween goblins and some may be just décor and some may be real goblins so – BEWARE – ENTER IF YOU DARE. After the race the event will move to the playground at Dick Kleberg Park for Halloween Movie Night featuring “Hotel Transylvania” on the big screen and a pre-movie costume contest.

The event requires additional funding to that provided by the City Park Budget. In order to meet our budget needs, we have solicited sponsorships from the community and have received some positive responses. To date we have received commitments for cash donations of \$1,300 with a total fundraising goal of \$1,500.00. These funds will supplement \$500.00 in funding coming from the Parks Department Recreational Programs Budget. These funds will be used to invest in event banners, décor, t-shirts, contracting finish line timers, award ribbons, after event movie licensing, and advertising.

Our budget is as follows:

Income:

Park Budget	\$ 500.00
Donations	1500.00
<u>Entry Fees:</u>	<u>400.00</u>
Estimated Income	\$2400.00

Expenses:

Banners	\$ 400.00
T-shirts	475.00
Awards	100.00
Décor	250.00
Timers	75.00
Movie License	397.00
<u>Advertising</u>	<u>400.00</u>
Estimated Exp.	\$2,097.00

I am asking that you authorize the receipt of our donations and expenditure of same. Thank you for your consideration.

Walking Jogging Biking Baseball Softball Soccer Picnicking Birding Rodeo Festivals

AGENDA ITEM #11

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 UTILITY FUND AND CO SERIES-2011 UTILITY BUDGET FOR WATER WELL #23 REPAIRS, COMPLETION OF THE 18" WATERLINE TRANSMISSION PROJECT, AND COMPLETION OF WATER WELL #25.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2015-2016 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
Fund 051 Utility Fund					
<u>Capital</u>					
2		Unrestricted Fund Balance	61004		<u>\$191,319</u>
<u>Expenses</u>					
5-6002	Water Prod.	Utility Plant	54300	\$83,995	
5-6001	Water Const.	18" Transmission Line	54105	<u>\$107,324</u>	
				<u>\$191,319</u>	
Fund 066 CO Series-2011 Utility					
<u>Capital</u>					
2		Unreserved Fund Balance	61002		<u>\$80,200</u>
<u>Expenses</u>					
5-6002	Water Prod.	Water Well #25	72025	<u>\$80,200</u>	

[To amend the City of Kingsville FY 15-16 Utility Fund Budget for unexpected Water Well #23 repairs, completion of the 18" Waterline Transmission project, and completion of Water Well #25 as per the attached memo from the Director of Public Works/City Engineer.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 26th day of October, 2015.

PASSED AND APPROVED on this the ___ day of _____, 2015.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Public Works Department

361-595-8007
361-595-8035 Fax

DATE: October 16, 2015
TO: City Commission through City Manager
FROM: Juan Carlos Cardenas, Director of Public Works/City Engineer
SUBJECT: Utility Fund Budget Amendment

This item authorizes a budget amendment to the FY16 Utility Fund for three ongoing projects:

First, we are requesting a budget amendment from Unrestricted Utility Fund Balance in the amount of \$83,994.65 (Fund 051-5-6002-54300) for cleaning and repairs to include: sonar jetting of screens, acidizing, jetting, 480 lf of column pipe, 125hp submersible motor, 800 gpm pump, pump cable, fittings and labor. These are unexpected repairs this fiscal year for Water Well #23 located at South 6th Street and General Cavazos Blvd. During last fiscal year, the well was being worked on due to loss of production. Upon inspection, the well required more work than was expected. This well usually produces 820gpm but reduced down to 650 gpm, currently the well is offline. If approved, the well should be able to produce 800-850 gpm and back in service within thirty days.

Second, we are requesting a budget amendment from Unrestricted Utility Fund Balance in the amount of \$107,323.16 (Fund 051-5-6001-54105) for the completion of the 18" waterline transmission main and all connections of adjacent lines to complete the contract with 5125 Company. The main line is in service but a couple of connections to adjacent lines are still needed. If approved, this project should be completed within 45 days.

Third, we are requesting a budget amendment from Unreserved CO Series 2011 Fund Balance in the amount of \$80,200 (Fund 066-5-6002-72025) for the completion of new Water Well #25. Contractor had delays with equipment malfunctions during the 36 hour well testing. Well contractor still needs to install the permanent pump, electrical panel, discharge piping and complete the video log. If approved, the well drilling portion of this project should be completed within 30 days.

AGENDA ITEM #12

ORDINANCE # 2015-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XI, ARTICLE 7, FOOD SALES AND FOOD ESTABLISHMENTS, SECTIONS 15 & 17, PROVIDING FOR ADOPTION OF NEW TEXAS FOOD ESTABLISHMENT RULES AND CLARIFICATION OF PERMIT PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the State of Texas has adopted new Food Service Establishment Rules and clarification can be made on permit provisions;

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

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

I.

THAT Section 11-7-15 and Section 11-7-17 of Article 7: Food Sales and Food Establishments of Chapter XI, Business Regulations, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

ARTICLE 7: FOOD SALES AND FOOD ESTABLISHMENTS

Sec. 11-7-15. - ADOPTION BY REFERENCE.

The City of Kingsville adopts by reference the provisions of the current rules or rules as amended by the Executive Commissioner of the Health and Humans Services Commission found in 25 Texas Administrative Code, Chapter 229, Sections 161 through 171 and 173 through 175 regarding the regulation of food establishments in this jurisdiction.

~~"Texas Food Establishment Rules," adopted by the Texas Board of Health, a copy of which is on file in the Health Department Office, and any amendments thereto are hereby adopted and incorporated into the code of ordinances as fully as if copied verbatim herein as found in Tex. Administrative Code Chapter 25.~~

(Ord. 94001, passed 1-10-94; Ord. 2002-18, passed 7-22-02)

Sec. 11-7-16. - CONFLICTING PROVISIONS; MORE STRINGENT TO PREVAIL.

In the case of any conflict between this code of ordinances, and the "Texas Food Establishment Rules" and any amendments thereto which are hereby adopted and incorporated into the code of ordinances as fully as if copied verbatim herein as found in Tex. Administrative Code Chapter 25 the more stringent provisions shall govern.

(Ord. 94001, passed 1-10-94; Ord. 2002-18, passed 7-22-02)

§ 11-7-17 PERMIT PROVISIONS.

(A) It shall be unlawful for any person to operate a food service establishment, temporary food service, food processing establishment, mobile food unit, roadside food vendor, seafood peddler, and retail food store in the city who does not possess a current, valid permit from the city. Such permit shall be posted in a conspicuous place, and only persons who comply with the requirements of this subarticle shall be entitled to receive and retain such a permit. Permits are not transferrable from one person to another or from one location to another location, except as otherwise permitted by this ordinance.

(B) Such permit may be temporarily suspended or revoked by the Health Director or Inspector upon the violation by the holder of any of the terms of this subarticle.

(1) *Fees.* Each person required to secure a permit under this subarticle shall, before issuance of any permit, pay to the city the sum herein provided as an inspection and permit fee according to the following schedule:

	Permits expiring prior to 12/31/15	Permits expiring on or after 12/31/15
Food service establishments	\$100	\$150
Mobile & Roadside units	\$100	\$125
Retail food stores	\$100	\$150
Temporary food establishments	\$25	\$30
Temporary food event (non-profit)		\$20
Late fee	\$25	\$50
Seafood peddler	\$100	\$125
Produce peddler		\$125

(2) *Expiration and renewal.*

(a) Permits issued for food establishments, mobile units, retail food stores, shall automatically expire on the 31st day of December next following its issuance, except as otherwise stated herein. Such permit shall also automatically expire if the holder thereof changes the location of his place of business, sells, transfer equity, or otherwise disposed of such business or materially changes the character of such business.

(b) Upon the expiration of a permit, and within 30 days thereafter, the person conducting the business shall obtain a renewal thereof in the same manner as an original permit, if he wishes to continue operating the business. Failure by an establishment to pay this fee within 30 days will require such establishment to pay an additional \$25 late fee.

(c) Temporary food establishment permits shall be issued only for 14 days or less in conjunction with a single event or celebration.

(3) *Re-inspection Fee.* If a food establishment, mobile unit, or retail food store fails an inspection by the Health Department, then a \$50 re-inspection fee shall be paid for each re-inspection by Health Department personnel.

Penalty, see § 11-7-99

...

II.

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

III.

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

IV.

THAT this Ordinance shall be codified and become effective on and after adoption and publication as required by law.

INTRODUCED on this the 26 th day of October, 2015.

PASSED AND APPROVED on this the 9 th day of November , 2015.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #13

ORDINANCE NO.2015-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER XV, ARTICLE 5, HISTORICAL DISTRICTS AND LANDMARKS, SECTION 15-5-4, PROVIDING FOR AN APPLICATION AND FEE FOR LOCAL HISTORIC LANDMARK DESIGNATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

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

I.

THAT Section 15-5-4 of Article 5: Historical Districts and Landmarks of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...
§ 15-5-4 DESIGNATING HISTORIC LANDMARKS.

- (A) The City Commission may, from time to time, designate certain places in the city as historic landmarks. Such places bear the word "historic" in their zoning designation and shall continue to bear their use designations by letter as provided in the general zoning ordinance of the city.
- (B) In designating historic landmarks, the Historical Development Board and the City Commission shall follow the procedures set forth for creating historic districts.
- (C) The City shall create an application for Local Historic Landmark Designation and shall establish a fee to cover the cost of administration and the plaque.

...

II.

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

III.

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

subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall be codified and become effective on and after adoption and publication as required by law.

INTRODUCED on this the 26th day of October, 2015.

PASSED AND APPROVED on this the 9th day of November, 2015.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



DATE: October 15, 2015

TO: City Commission

VIA: Courtney Alvarez, Interim City Manager

FROM: Cynthia Martin, Downtown Manager

SUBJECT: Local Historic Landmark Designation Application & Fee

The City of Kingsville has established by ordinance a Local Historic Landmark Designation for properties. The City Commission may, from time to time, designate certain places in the city as historic landmarks. Such places bear the word 'historic' in their zoning designation. Designation of property as being a historic landmark shall not affect the legal use of the property.

To encourage the designation of local properties that have exceptional value as part of Kingsville's history and culture or are important for their architecture or the architect who designed them, the Historical Development Board recommends having a special application solely for local designation of these properties.

The design of a plaque to mark local landmarks has previously been presented to and approved by City Commission. The Board now recommends instituting a fee to cover the cost of the plaque and associated administrative costs. The Historical Development Board strongly feels it important to mark these local landmarks for their preservation and for education of the community as to their significance.

The Board therefore asks the City Commission to consider adding a provision for the creation of an application for Local Historic Landmark Designation and the establishment of a fee to cover the cost of the plaque and administrative costs to Section 15-5-4 *Designating historic landmarks* of the city's code of ordinances.

City of Kingsville
Historical Development Board
Application for Local Historic Landmark Designation

Type of Historical Designation (circle one)

Event Church Congregation Houses & Buildings Cemeteries

Name of application (ex) J.R. Chandler House

Location - Property must be located with the Kingsville City limits or ETJ (extra territorial jurisdiction)

Street address and/or specific directions

County City State Zip

Owner of historic site

Name _____

Address _____ City/State/Zip _____

Phone _____ Email _____

Sponsor of historical marker application

Name _____

Address _____ City/State/Zip _____

Phone _____ Email _____

Brief description of proposed landmark (attach pages if necessary)

MARKER INFORMATION

If accepted into the program, applicant is required to purchase a Kingsville Landmark historical marker for the property or event at a cost of \$125. Financial assistance is available for those who cannot afford a marker. Call for details.

I the undersigned understand that an oval marker must be purchased if application is approved.

Signature of Applicant _____ Date _____

Received: Signature of Staff _____ Date _____

ARTICLE 5. - HISTORIC DISTRICTS AND LANDMARKS

GENERAL PROVISIONS

Sec. 15-5-1. - Findings.

- (A) The City Commission finds that many improvements and landscape features having a special character or a special historical or aesthetic interest or value and many improvements representing the finest architectural products of distinct periods in the history of the city, state or nation require special consideration for their preservation.
- (B) It is the opinion of the City Commission that the standing of the city as a tourist center for South Texas cannot be maintained or enhanced by disregarding the historical and architectural heritage of the city.

(1962 Code, § 2-10-1; Ord. 91034, passed 10-28-91)

Sec. 15-5-2. - Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Historic district. An area which has outstanding historical and cultural significance in the nation, state, region or community, within which the buildings, structures, accessory buildings, fences, or other appurtenances are of basic and vital importance for the development of cultural sites and tourism because of their association with history, including:

- (1) Historic buildings, structures, subjects, sites or areas within which the buildings, structures, appurtenances, and places exemplify the culture, political, economic or social history of the nation, state, region or community, and have a special character or special historic or aesthetic interest or value, and represent one or more periods or styles of architecture typical of one or more eras in the history of the city and have been designated as such by the provisions of this article.
- (2) Historic buildings, structures, subjects, sites or areas that are identified with the lives of historic personages or with important events in national, state, regional or local history.
- (3) Buildings, structures or areas that embody the distinguishing characteristics of an architectural type specimen as to color, proportion, form and architectural details.

Historic landmark. A place which has outstanding historical and cultural significance in the nation, state, region or community. The designation historic landmark recognizes that the historic place, site, subject, area or the building(s), structure(s), accessory building(s), fences or other appurtenances at the place, are of basic and vital importance for the preservation of cultural sites and the development of tourism.

(1962 Code, § 2-10-2; Ord. 91034, passed 10-28-91; Ord. 97044, passed 12-8-97)

Sec. 15-5-3. - Creating historic districts.

- (A) The City Commission may, from time to time, designate certain areas in the city as historic districts, and define, amend or eliminate the boundaries of same. Such districts shall bear the word "historic" in their zoning designation and property therein shall continue to bear its use designation by letter as provided in the general zoning ordinance of the city.

- (B) Before taking any such action, the City Commission shall submit the same to the Historical Development Board for their recommendations and reports. The Historical Development Board shall give notices, conduct its hearing and make recommendations to the City Commission in the same manner and according to the same procedures as specifically provided by statute and the general zoning ordinance of the city.

(1962 Code, § 2-10-3; Ord. 91034, passed 10-28-91)

Sec. 15-5-4. - Designating historic landmarks.

- (A) The City Commission may, from time to time, designate certain places in the city as historic landmarks. Such places bear the word "historic" in their zoning designation and shall continue to bear their use designations by letter as provided in the general zoning ordinance of the city.
- (B) In designating historic landmarks, the Historical Development Board and the City Commission shall follow the procedures set forth for creating historic districts.
- (C) The City shall create an application for Local Historic Designation and shall establish a fee to cover the cost of the administration and plaque.

(1962 Code, § 2-10-4; Ord. 91034, passed 10-28-91)

Sec. 15-5-5. - Uses.

- (A) Nothing contained in this article or in the designation of property as being in an historic district or historic landmark shall affect the present legal use of property. Use classifications as to all property which may be included in an historic district or historic landmark shall continue to be governed by the general zoning ordinance of the city and the procedures therein established. In no case, however, shall any use be permitted which requires the demolition, razing, remodeling or alteration of any buildings, structures or appurtenances in such an historic district or historic landmark so as to adversely affect the character of the district or historic landmark, except upon compliance with the terms of this article. For purposes of clarity in the zoning designation of property, all zoning maps shall reflect property in historic districts or historic landmarks by the inclusion of the word "historic" as a prefix to its use designation as specified in accordance with the general zoning ordinance of the city.
- (B) No provisions herein shall be constructed as prohibiting a property owner(s) from continuing to use property for a nonconforming use.

(1962 Code, § 2-10-5; Ord. 91034, passed 10-28-91; Ord. 97044, passed 12-8-97)

Secs. 15-5-6—15-5-14. - Reserved.

Courtney Alvarez

From: Diana Gonzales
Sent: Tuesday, October 20, 2015 10:11 AM
To: Courtney Alvarez
Cc: Jessica Storck
Subject: Health Fair Schedule - October 30, 2015

Health Fair 2015 ---- See schedule for your Division/Department below:

Time	Dept.	Name-Last	Name-First	Primary Title	A1C	Cholesterol	Flu Vaccine	PSA
12:00	001-140	Alvarez	Courtney	City Attorney	X	X	X	
2:30	001-140	Storck	Jessica	Legal Assistant	X	X	X	

The City currently have approximately 198 individuals scheduled to attend. Make sure your staff is aware of their appointment times. Employees will be required to check in at the Health Fair upon arrival. Have your staff double check the screenings for which they signed up for and if any corrections are required, contact the HR office immediately.

This City/County Employee Health Fair is geared for employees and their eligible dependents currently covered under the respective health plans of the City or County.

The City received information yesterday that the Texas Department of State Health Services will have flu vaccines available for employees not currently covered by the City's health plan administered by ENTRUST. What does this mean? --- Flu vaccines will be available for all full time and part-time employees even if not covered under the City's Plan at no cost. Please make your employees aware of this and contact the HR office should anyone need to be added to the flu vaccine list. Appreciate your attention to this.

Thank you for all your assistance.



Diana Gonzales, SPHR
Human Resource Director
200 E. Kleberg Avenue
P.O. Box 1458
Kingsville, Texas 78363
Phone: 361-595-8017
Fax: 361-595-8064
dgonzales@cityofkingsville.com

AGENDA ITEM #14



Date: October 15, 2015

To: City Commission via City Manager

From: Cynthia Martin, Downtown Manager

Re: Request for City Support for 2015 Stride for Health 5K/10K Run

The First United Methodist Church of Kingsville has applied for sponsorship of the 2015 Stride for Health 5K/10K Run from the City of Kingsville in terms of waiver of fees and support costs from City departments for this event. The event will be held Saturday, November 21st starting at 7:15 am. The course will close at 10 am. The run will begin in front of the First United Methodist Church Community Life Center at 5th & Yoakum. Runners will proceed east on Kleberg, north on 3rd, west on Santa Gertrudis to the University. The longer course will circle the University and return back. The shorter course will go north on University Blvd to the Main Building then back around to Armstrong and back again to the Life Center. A 3K walking tour to explore the history of Kingsville will also be offered.

The entry fee for this event will be \$25 for an adult and \$15 for ages 18 and under. Sponsorships are also being pursued. All proceeds will go to a local non-profit organization yet to be determined.

The Committee is requesting City support in the form of barricades including set up and take down and a waiver of the street closing fee. Estimated cost is \$630. We request that these waivers and services be considered an in-kind sponsorship.

Cost to the City
Stride for Health 5K/10K Run
Nov. 21, 2015

Public Works

Barricades: Build-up & Tear-down \$20/hr. (6 men/4hrs) = \$480

Other

Street closing permit for large events = \$150

Total \$ 630

To be filled in by all event applicants

APPLICANT INFORMATION

Applicant Liisa Hewitt
Address City PO Box 553, Kingsville State TX Zip 78363
Phone ~~361-5~~ Cell 361-522-0168 Email hewski12@gmail.com

To be filled in if organization is involved

Organization/Company First United Methodist Church
Address City 230 W. Kleberg St, Kingsville State TX Zip 78363
Phone 361-592-2632 Cell — Email assistant-fumck@sbcglobal.net
Tax exempt status 501 C 3 Form of proof Letter
Copy of charter _____
Chairman Pastor Jim Curran
Address City PO Box 553, Kingsville State TX Zip 78363
Phone 592-2632 Cell _____ Email Pastor-fumck@sbcglobal.net
Letter from company authorizing applicant _____

Signature of applicant Liisa Hewitt DATE: 9/30/2015

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency First United Methodist Church	
Address (Street & number, P.O. Box or Route number) 230 W. Kleberg	Phone (Area code and number) 361-592-2632
City, State, ZIP code Kingsville, Tx 78363	

74-6001522

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser [Signature]	Title Pastor	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
 Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

To be filled in about all events

EVENT INFORMATION

Community Charity Church School Private

Recreational Street Closing: Charitable Solicitation Parade

Date of event Nov 21, 2015 Name of Activity 5K/10K Run and 3K Walk

Description of the event with purpose/schedule/itinerary _____

Please see attached Flier and Registration Form

Estimated Attendance (minimum/likely/maximum) 50/150/500

Vendors of merchandise —

Vendors of food —

Alcohol sold or served —

Vendor fees charged —

Price of Admission — Price of participation Adults \$25 Kid \$15

For income producing events, list where the proceeds go Proceeds (after expenses)
will be awarded to winning local non-profits

PERMITS & FEES REQUIRED

Street Closure: Neighborhood \$0 Small \$100 Large \$150 Parade \$0

Charitable Solicitation \$25 Speaker \$0 Vendor \$25 Parade Vendor \$10

Food: Establishment or mobile \$100 Temporary \$25 Nonprofit \$10

Food handler \$10 Nonprofit food handler group \$20

Reimbursement of costs: City may charge actual costs for its expenses, may request 4% of gross receipts, and may charge a \$15 cleaning deposit. Beer and wine and liquor permits are handled by the State; however the City must approve liquor sales and serving on public property. Street closures require indemnification forms.

Signature of applicant Lisa Hewitt DATE: Sept 30, 2015

To be filled in as required

ADDITIONAL INFORMATION

- Security plan that states what type of security is needed.
- Procedure for notifying affected tenants/property/business owners of the activity, closures, and/or detours. (80% approval)
- List of all permits & licenses required (ex. TABC, Vendor, Health)
- Statement of intent to provide insurance coverage
- Arrangements made to avoid competition with local businesses
- Arrangements made to collect local sales tax
- Inspection of Floats

EVENT NEEDS

- Exclusive use of a facility, space, equipment or services
- ? City of Kingsville Police Department officers
- Fire Department personnel
- Traffic cones or barricades
- Trash Dumpster or cans
- Street Sweeper
- Electrical Power
- Water
- Restrooms
- First Aid
- Indemnification
- Insurance
- Stages, tables, chairs, booths, equipment
- Other _____

CITY EVENT SPONSORSHIP/PARTNERSHIP

City ordinances allow for various fees for the various permits that apply to events. In addition, there are provisions for charges for City services, equipment, and materials. There are even provisions for the City to share in proceeds generated by events.

The City is very interested in supporting events that meet municipal goals and which advance the economic vitality, quality of life, and civic pride of the overall community. To that end, the City considers waiving fees and charges, on a case-by-case basis.

The City's considerations are:

1. How will the City's contribution of labor, equipment, materials, and other taxpayer-financed resources benefit the economy, quality of life, or community identity?
2. How will the City taxpayers' contribution be acknowledged?
3. What sponsorship benefits are being offered: naming opportunities, inclusion in media, other public recognition, etc.?

Please see attached page.

City Event Sponsorship/Partnership

1. The city's contributions to the success of the "Stride for Health 5K/10K Run" and the "Explore the History of Kingsville: 3K Walking Tour" will benefit the economy by drawing additional people to Kingsville who may not have previously considered visiting the area or attending the Ranch Hand Festival. These events are also designed to improve the quality of life for the residents of Kleberg County by encouraging a healthy lifestyle that includes physical fitness. The First United Methodist Church of Kingsville's goal is to improve the health of all residents of our community. Both these events also contribute to the sense of community identity. The run's logo was created to fit in with and promote the Ranch Hand Festival's ranching theme. The "Explore the History of Kingsville: A 3K Walking Tour" was created specifically to promote and inform residents of the unique history of this ranching community.
2. The city taxpayer's will be acknowledged by the "City of Kingsville" being added to the list of sponsors on the back of the event t-shirt.
3. Sponsorship benefits offered:
 - Basic: Bronze Medal \$250
 - Logo on event t-shirt
 - "Your Business" packet stuffers added to Registration Goodie bag
 - Mid: Silver Medal \$500
 - Basic level perks
 - Set up table at packet pickup and post-race
 - Sign displayed with company logo and name
 - Top: Gold Medal \$1000
 - All Mid-level perks
 - Banner displayed with company logo and name
 - 3 Run entries

To be filled in for any amplified sound-making

SPEAKER PERMIT

Date(s)/Times Nov 21, 2015 7am-11am
(Limited to up to 7AM to 10PM)

Stationary location or route (Attach Map) In front of Fumc Community Life Bldg on 5th St. between Kleberg and Yoakum Streets.

Estimated time in a given area

Number of vehicles Number of speakers

DESCRIPTION OF VEHICLE(S)

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>Color</u>	<u>LICENSE</u>

PURPOSE

Fee \$0

Signature of Applicant Lisa Hewitt DATE: Nov 21, 2015



DATE November 21, 2015

LOCATION First United Methodist Church
Corner of Kleberg & 5th St,
Kingsville, TX

START TIME 7:15AM
Course will close at 10AM

ENTRY FEE \$25 Adult
\$15 Child (18 or under)

REGISTER BY NOVEMBER 7th TO RECEIVE AN EVENT T-SHIRT

PACKET PICK-UP

- Friday, Nov. 20th 4–6PM
OR
- Race Morning 6:30–7AM in the
foyer of the Community Life
Building on the corner of 5th and
Yoakum Streets, Kingsville, Texas

AWARDS

- Male and Female 1st place winners
for each age group
Age Groups: Under 10, 10-14,
15-19, 20-24, 25-34, 35-55, 55-65,
65+
- All kids under 10 will receive a
medal for finishing the Run

HOW TO REGISTER

ON-LINE at www.FUMCK.org

- Please print the receipt as your
proof of purchase

OR

MAIL ENTRY FORM AND CHECK to

- First United Methodist Church
PO Box 553
Kingsville, TX 78363
ATTN: Community Connection
Team

*Make checks payable to: FUMC

ENTRY FORM (ONE PER RUNNER)

Check Race _____ 10K _____ 5K

Name (please print clearly)

First _____

Last _____

Gender M F

Date of Birth _____

Age on Race Day _____

Address

City _____ State _____

Email _____

Phone _____

- Acknowledgement of received registration will be sent via email

Shirt Size Adult S M L XL XXL

please circle

Child S M L

Notice: Extreme weather conditions are possible; therefore, only knowledgeable and conditioned runners should enter.

I accept ALL and FULL responsibility for any injury or accident to myself resulting from my participation in the Stride For Health with FUMC, Kingsville 5K/10K Run. I also waive any and all claims for myself against the officials or sponsors of this event.

Signature _____

If under 18, must be signed by parent or guardian

Date _____

No entry accepted without a signature.

VOTE FOR YOUR FAVORITE NON-PROFIT

\$500+ will be donated to the Local Non-Profit Organization which receives the most votes.

PLEASE ONE

- ARK (Animal Rescue Kleberg)
 - Boys and Girls Club
 - Boy Scouts
 - CASA
 - Church: _____
 - Douglas Center
 - 4-H
 - Girl Scouts
 - Kleberg County Adult Literacy Council
 - South Texas Youth Development
 - TAMUK Student Organization
- Name: _____
- Weavers of Love
 - Woman's Shelter
 - Other: please print clearly _____

Must be a registered 501(c)3

Tie Breaker for equal votes:

- 1) the number of participants that voted for the organization who actually complete the run
- 2) total supporting participant placement in the run

ENTRY FEE

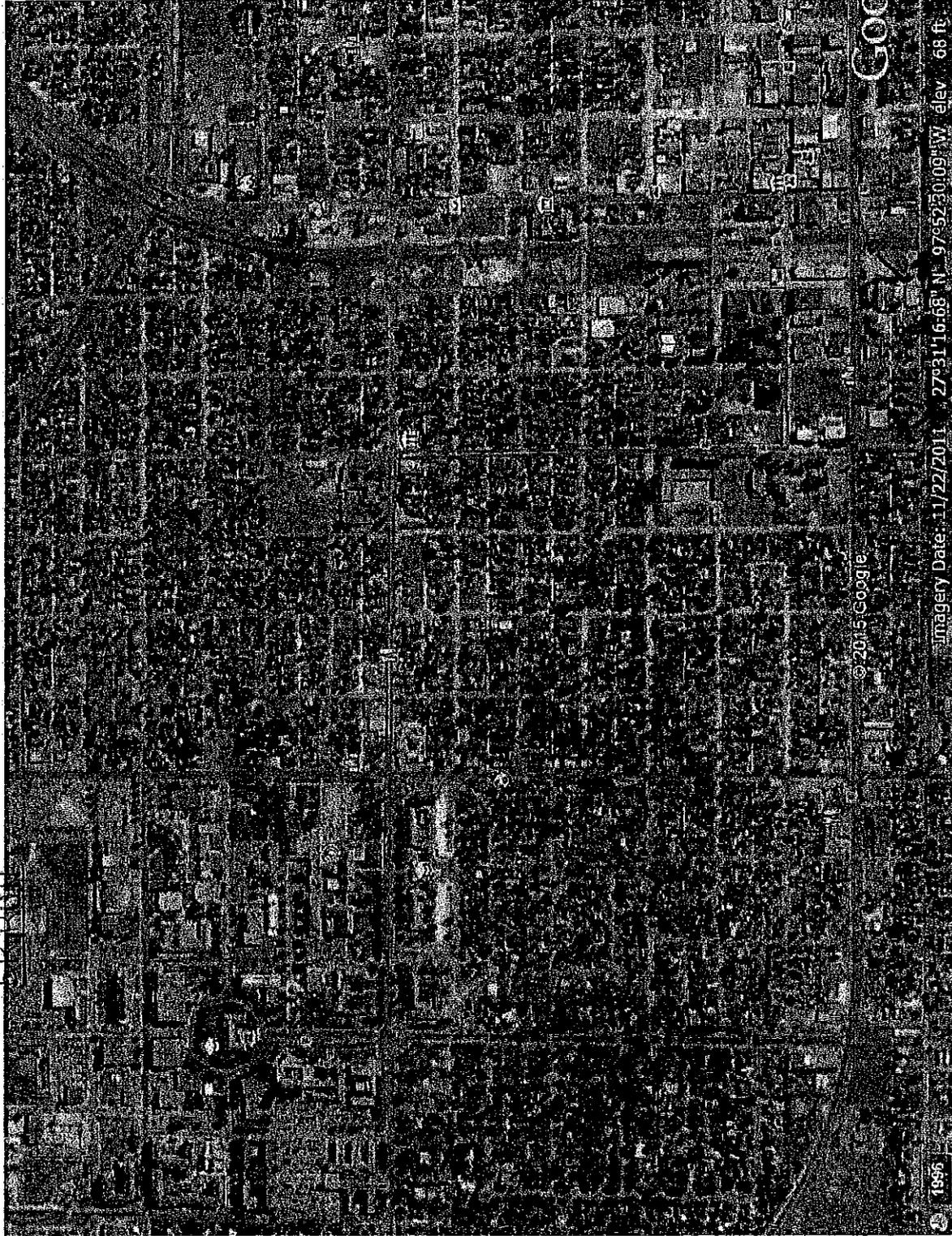
- Adult \$25
- Child \$15

AMOUNT INCLUDED:

10 K Run



ELK RIVER



© 2015 Google

GOO

1996

Imagery Date: 11/22/2011 27°31'16.68" N, 97°52'30.09" W elev. 68 ft.

Explore the History of Kingsville: A 3K Walking Tour
Begins at Fume Community Life Bldg (5th St) 9AM



AGENDA ITEM #15

To: Courtney Alvarez, Interim City Manager

From: Tom Ginter, Director of Planning and Development Services *TJ*

Date: October 16, 2015

Subject; Deral Meadows 1500 E. General Cavazos – Agenda Item

As you know we have met with Deral Meadows and have discussed revisions to an agreement letter date August 13, 2012. Attached are the following document related to this item:

1. The agreement letter dated August 13, 2012.
2. Signed Release
3. Signed Easement
4. Engineered map of easement
5. Picture of drainage pad/swale
6. The revised agreement letter date October 16, 2015

If you have any questions, please feel free to ask Charlie Cardenas, City Engineer or myself



CITY MANAGER'S OFFICE
DEPARTMENT

City of Kingsville
Phone: 361-595-8002 Fax: 361-595-8035

August 13, 2012

VIA EMAIL

Deral Meadows
Safety Deposit Mini Storage
1500 E. General Cavazos Blvd.
Kingsville, TX 78363

Re: Resolution of Property Issues at 1500 E. General Cavazos Blvd.

Dear Mr. Meadows,

Pursuant to your telephonic conference with City Staff today, please find an outline of a proposed agreement attempting to resolve the drainage issue and drainage/utility easement at the above location.

The tentative oral agreement consists of the following:

The City of Kingsville will:

- a. Install 6" (six inch) concrete apron from the end of existing concrete slab (south most) to the bottom of the ditch. It will be doveled with the concrete slab at both ends. Width of the apron will be same as the width of existing apron at the top and will be gradually tapered to 3' (three feet) at the bank. From the bank to the bottom the width will be 3' (three feet) wide.
- b. Remove broken slab, north to existing concrete apron, put compacted caliche base and install 6" (six inch) concrete slab (10'x20'). This slab will be extended 5' (five feet) beyond the fence and the width of this slab will be tapered from full length to 2' (two feet) at the end. A 4" (four inch) curb will be added at the outer edge.
- c. Remove broken slab, further north, put compacted caliche base and install 6" (six inch) concrete slab (10'x18'). This slab will be extended 5' (five feet) beyond the fence and the width of this slab will be tapered from full length to 2' (two feet) at the end. A 4" (four inch) curb will be added at the outer edge.
- d. Install inlet top (similar to existing one) at the top of Junction Structure.

e. Install concrete apron around the headwall area and put grass sod on the sides of the ditch.

f. Waive the permit fees for no more than 27,900 square feet of commercial expansion (for your proposed mini-storage expansion project) within the City.

In exchange for these items, you will: 1) not file any lawsuit or claim against the city regarding the drainage issues repaired in sections a-c above (unless due to negligent design) and not file for drainage/utility easement on or near your property located at 1500 E. General Cavazos Boulevard, and 2) give the City a 40 foot drainage/utility easement along the east side of your property.

Please provide written acknowledgement if these terms are to your satisfaction so that a document stating same can be presented to the City Commission at its next regular meeting. If this arrangement is no longer acceptable, please contact me at (361) 595-8002.

Sincerely,


Vincent J. Capell
City Manager

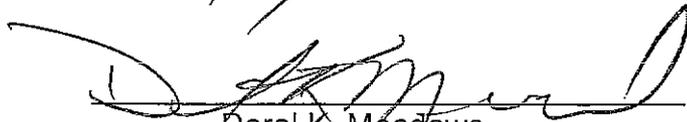
It is understood and acknowledged and agreed by Deral K. Meadows that the said items to be performed by and on behalf of the City of Kingsville and myself, as set out above, is a FULL AND FINAL RELEASE AND SATISFACTION of all claims that I now have or may hereafter assert by reason of erosion issues and the utility lines being in the drainage/utility easement on the east side of my property located at 1500 E. General Cavazos Boulevard, Kingsville, Texas. It is also understood and agreed that this is a FULL AND FINAL RELEASE AND DISCHARGE of the City of Kingsville's agents, servants, officers, employees and other representatives from any matter or thing dealt with therein, and that same may be pleaded as an absolute and final bar to any and all suit or suits pending, or which may hereafter be pending or prosecuted by me, or anyone claiming by, through or under me.

As further consideration for said items to be performed, I warrant that I am over the age of eighteen years and authorized and competent to execute this Release; that no promise or agreement which is not herein expressed has been made to me; that in executing this Release, I am not relying upon any statement or representation of the City of Kingsville's agents, servants, officers, employees or other representatives, of any agent or servant of the City of Kingsville, but am relying upon my own judgment and I fully understand that the same is a FULL AND FINAL RELEASE of all claims arising out of erosion issues and the location of utility lines being in the drainage/utility easement on the east side of my property located at 1500 E. General Cavazos Boulevard, Kingsville, Texas.

I have relied solely and completely upon my own judgment in making this settlement; and I fully understands that this is a full, complete and final release, and that the items to be performed as mentioned above is that is to be done as a result of the herein described matter mentioned in the first paragraph of this instrument.

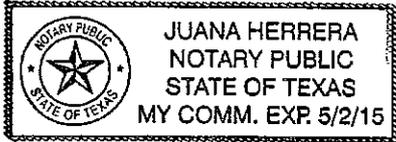
I have read all of this release before signing the same, and understand that it is a full, final and complete release and settlement, and that have obligations to perform under this agreement, which are noted above, and that I will not get any more money or services on account of the facts and circumstances mentioned above.

EXECUTED this the 28th day of AUGUST, 2012.


Deral K. Meadows

THE STATE OF TEXAS §
COUNTY OF KLEBERG §

BEFORE ME, the undersigned, on this day personally appeared Deral K. Meadows, known to me, and known to me to be the person who has the authority to enter into this agreement, and acknowledged to me that he executed said instrument as a Release and for the purpose and consideration therein expressed.



Seal

Juana Herrera
Signature of Witness (Notary)

Juana Herrera
Witness's Name Printed

UTILITY AND DRAINAGE EASEMENT

THE STATE OF TEXAS }
COUNTY OF KLEBERG } KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Kingsville, a Municipal Corporation of the County of Kleberg in the State of Texas , also known as the "OWNER" of all the right-of-ways described in Volume 410 Page 240, a 0.79-acre tract, and Volume 413 Page 265, a 0.48-acre tract; both tracts being more or less in acreage and both tracts being out of Farm Lots 10 and 13, Section 17 of the Kleberg Town and Improvement Company Subdivision, as recorded in the Official Records of Kleberg County.

The right-of-ways recorded in Volume 410 Page 240 and in Volume 413 Page 265 are described as being "for a drainage ditch" are HEREBY further described and encumbered for the purposes of installation, placement, extension, construction, and maintenance of public utilities and drainage facilities as deemed necessary and appropriate by the City of Kingsville and as further described in Exhibit A.

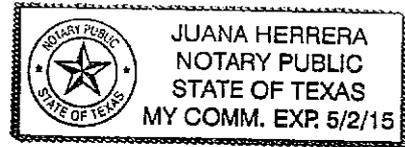
TO HAVE AND TO HOLD the same perpetually to City of Kingsville and its successors and assigns, together with the privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing, operating, maintaining, replacing, upgrading and repairing said utilities and drainage facilities in and for making connections therewith.

IN WITNESS THEREOF,
Grantors have caused this instrument to be executed on this 28th day of August, 2012.

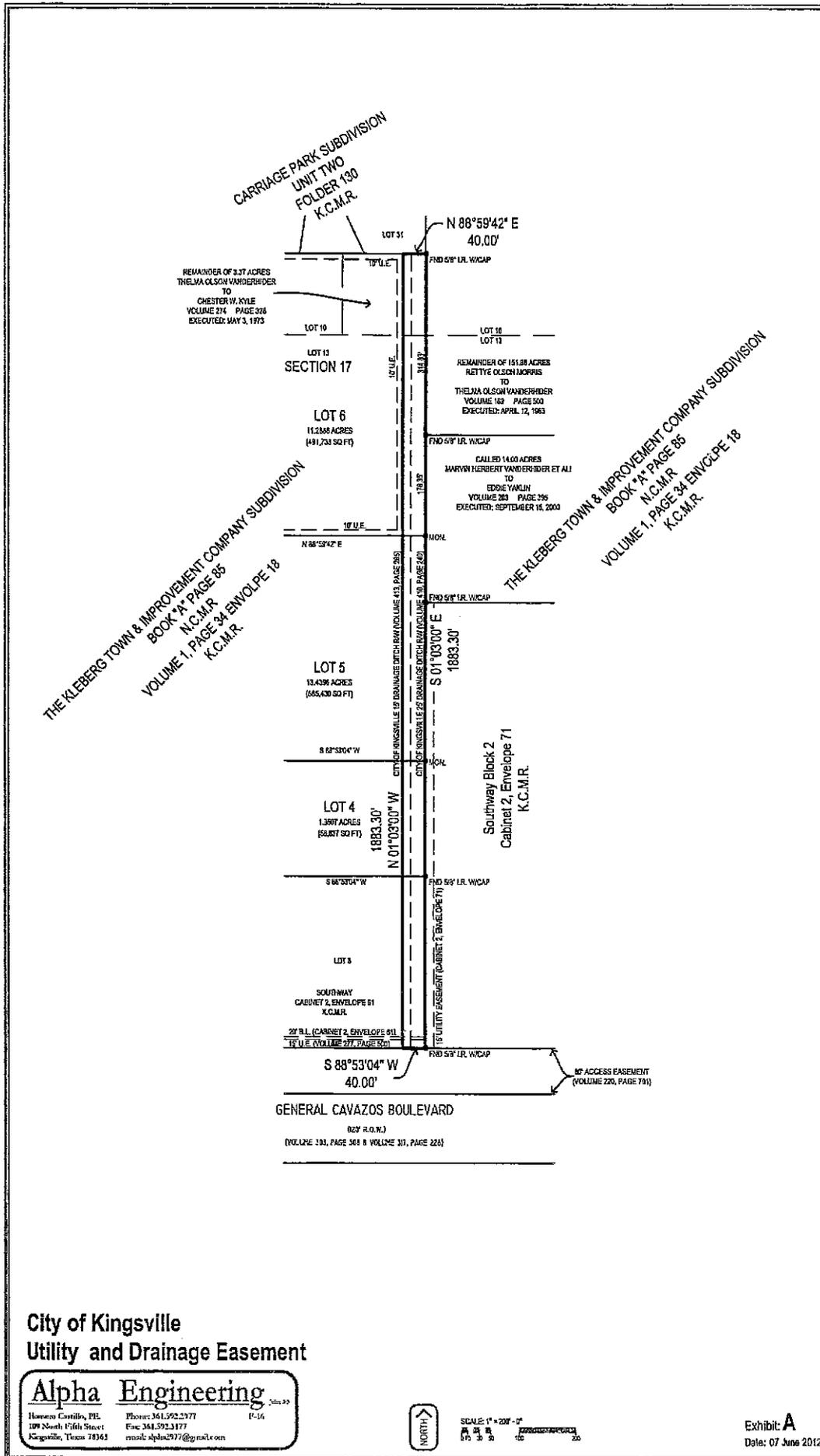
[Handwritten Signature]

State of Texas
County of Kleberg

Juana Herrera
Notary Public in and for the State of Texas



My Commission Expires: 05/02/2015



**City of Kingsville
Utility and Drainage Easement**

Alpha Engineering

Harrison Castillo, P.E. Phone: 361.592.2977 E-16
 109 South 176th Street Fax: 361.592.3177
 Kingsville, Texas 78363 email: Alpha2977@alphae.com

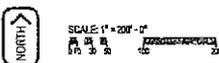
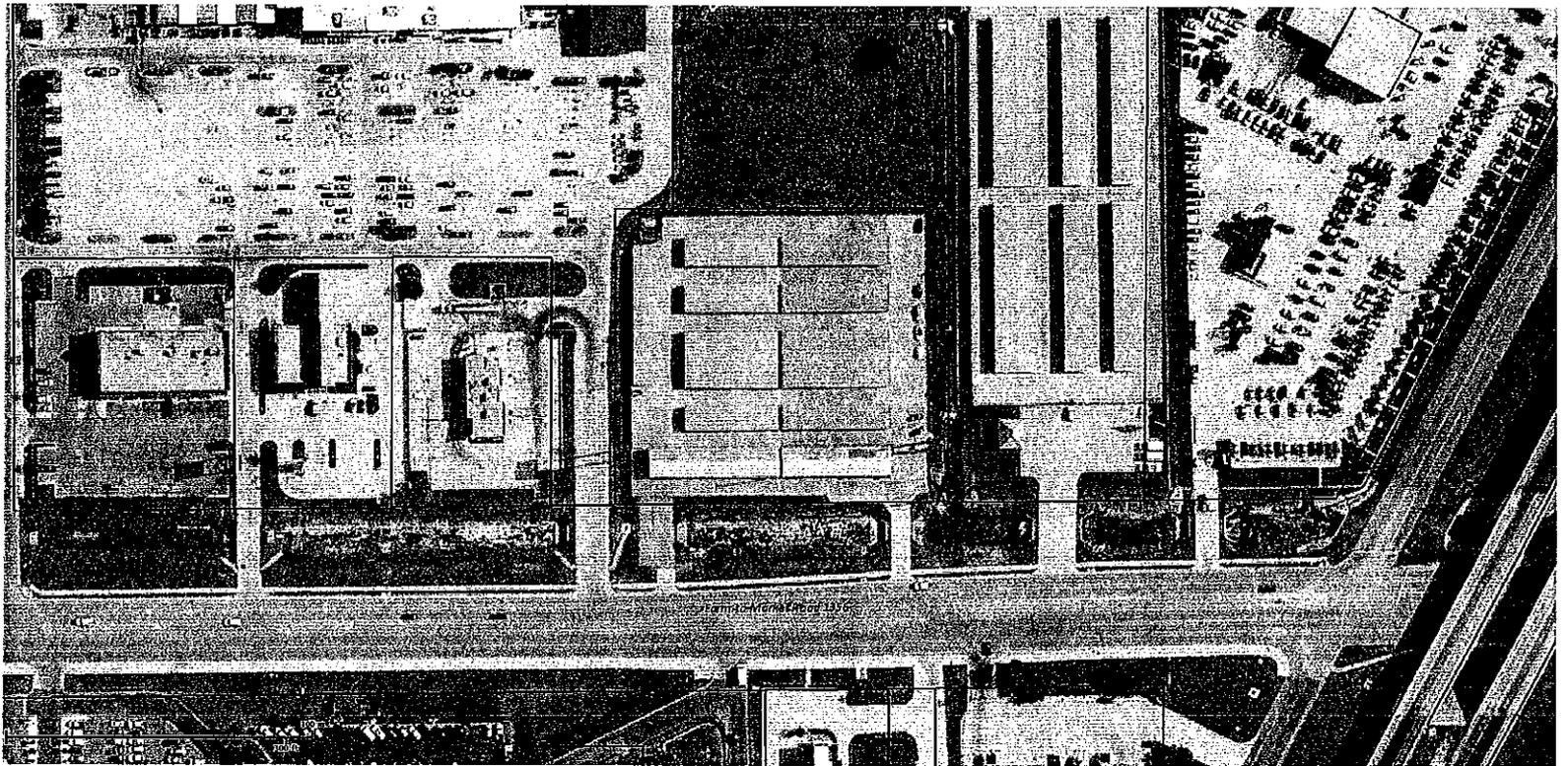


Exhibit **A**
Date: 07 June 2012



X - location of drainage pad / swale

Letter of Agreement

October 16, 2015

Deral Meadows
Safety Deposit Mini Storage
1500 E. General Cavazos Blvd.
Kingsville, Texas 78363

Re: Resolution of Property Drainage Issues at 1500 E. General Cavazos Blvd

Dear Mr. Meadow:

On August 13, 2012, the City made an agreement with you pertaining to drainage issues at the above property. Since then, the situation has changed and you have requested for a revision to that agreement. Staff has met with you and has the following changes to recommend to the City Commission for review and possible approval.

The proposal revision is for Mr. Meadows to pay for and construct the drainage improvements to the property at 1500 E. General Cavazos Blvd. These drainage improvements will consist of constructing a concrete drainage pad / swale running on the east side of his property from the north end to the south end. It should be noted that this concrete drainage pad / swale is in a utility easement, which he previously gave the city, and it contains a storm water line. The City of Kingsville does retain the right to access the storm water line if necessary.

In exchange for Mr. Meadows constructing the concrete drainage pad/swale and other items provided in the August 2012 agreement, the City will waive the fees for a building he is constructing as Phase 1, which is 17,250 sq. ft. at the property known as 700 General Cavazos (2 acres at Lot 3, Burris Acres) for a self-storage facility.

The fees for Phase 1 are as follows:

Building Permit	\$2,760.00
Plan Review	1,380.00
Sewer Tap	300.00
Water Tap	230.00

Meter Fee 35.00

General Contractor fee 125.00

Total \$4,830.00

In exchange for these items, you will: 1) pay for and construct the drainage improvements to the property at 1500 E. General Cavazos Blvd, and 2) not file any lawsuit or claim against the city regarding the drainage issues at the site (unless due to negligent design of City) and not file for drainage/utility easement on or near your property located at 1500 E. General Cavazos Boulevard.

Please provide written acknowledgement if these terms are to your satisfaction so that a document stating same can be presented to the City Commission at its next regular meeting. If this arrangement is no longer acceptable, please contact me at (361) 595-8002.

Sincerely,

Courtney Alvarez

Interim City Manager

_____ Date: _____

Deral Meadows

It is understood and acknowledged and agreed by Deral K. Meadows that the said items to be performed by and on behalf of the City of Kingsville and myself, as set out above, is a FULL AND FINAL RELEASE AND SATISFACTION of all claims that I now have or may hereafter assert by reason of erosion issues and the utility lines being in the drainage/utility easement on the east side of my property located at 1500 E. General Cavazos Boulevard, Kingsville, Texas. It is also understood and agreed that this is a FULL AND FINAL RELEASE AND DISCHARGE of the City of Kingsville's agents, servants, officers, employees and other representatives from any matter or thing dealt with therein, and that same may be pleaded as an absolute and final bar to any and all suit or suits pending, or which may hereafter be pending or prosecuted by me, or anyone claiming by, through or under me.

As further consideration for said items to be performed, I warrant that I am over the age of eighteen years and authorized and competent to execute this Release; that no promise or agreement which is not herein expressed has been made to me; that in executing this Release, I am not relying upon any statement or representation of the City of Kingsville's agents, servants, officers, employees or other representatives, of any agent or servant of the City of Kingsville, but am relying upon my own judgment and I fully understand that the same is a FULL AND FINAL RELEASE of all claims arising out of erosion issues and the location of utility lines being in the drainage/utility easement on the east side of my property located at 1500 E. General Cavazos Boulevard, Kingsville, Texas.

I have relied solely and completely upon my own judgment in making this settlement; and I fully understands that this is a full, complete and final release, and that the items to be performed as mentioned above is that is to be done as a result of the herein described matter mentioned in the first paragraph of this instrument.

I have read all of this release before signing the same, and understand that it is a full, final and complete release and settlement, and that have obligations to perform under this agreement, which are noted above, and that I will not get any more money or services on account of the facts and circumstances mentioned above.

EXECUTED this the _____ day of _____, 2015.

Deral K. Meadows

THE STATE OF TEXAS §

COUNTY OF KLEBERG §

BEFORE ME, the undersigned, on this day personally appeared Deral K. Meadows, known to me, and known to me to be the person who has the authority to

enter into this agreement, and acknowledged to me that he executed said instrument as a Release and for the purpose and consideration therein expressed.

Signature of Witness (Notary)

Witness's Name Printed

Seal

AGENDA ITEM #16

ORDINANCE NO.2015-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER XV-LAND USAGE, ARTICLE 1-BUILDING REGULATIONS, SECTION 15-1-56, ADOPTING THE 2014 EDITION OF THE NATIONAL ELECTRIC CODE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City is updating its building codes and desires to adopt the 2014 version of the National Electric Code to enhance public safety;

WHEREAS, staff already has a copy of the 2014 version of the National Electric Code;

WHEREAS, this Ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

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

I.

THAT Section 15-1-56 of Article I: Building Regulations of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...
§ 15-1-56 DEFINITIONS.

For the purpose of this subarticle, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words not defined in this section shall have the meaning given to them in the 2014 2014 Edition of NFPA 70, National Electric Code.

APPROVED or **APPROVAL**. Approved by the Planning Department. Nationally recognized standards shall be the basis of such approval.

AUTHORIZED PERSON. An individual or authorized representative of a firm or corporation who is licensed under the provisions of this subarticle to do the work provided by this subarticle.

BOARD. The Electrical Examining Board as created in this subarticle.

CITY. The territory within the corporate limits of the City of Kingsville, Texas.

CONDUCTOR. A wire or cable or other form of metal suitable for carrying electrical current or potential.

ELECTRICAL CONSTRUCTION. All work and material used in installing, maintaining and extending a system of electrical wiring and all appurtenances, apparatus and equipment used in connection therewith, inside of or attached to any building or structure.

ELECTRICAL CONTRACTOR. Any person engaged in the business of installing, maintaining or altering, by contract, electrical conductors or equipment, and who is qualified under terms and provisions of this subarticle.

ELECTRICIAN. A person engaged in the business of electrical construction, maintenance and repair, and who is qualified under the provisions of this subarticle.

EQUIPMENT. Materials, fittings, motors and the like, used as a part of or in connection with electrical installations.

INSPECTOR. An individual who has been designated by the city as an Electrical Inspector.

MAINTENANCE WORK. The act of keeping in safe operating condition any conductor or piece of equipment in any and all existing electrical installations, but does not include the installation of additional electrical work, electrical equipment or apparatus.

OWNER. Any person holding legal title to any real property within the city.

REGISTERING. That person who has satisfied the Examining Board of Electricians and has satisfied the Board that he is qualified to do the work stated in the application, that he has paid the necessary registration fees to date, and that his name is carried in the records of the Electrical Inspector as qualified under the provisions of this code.

SPECIAL RULING. A written ruling or decision passed by the Board and filed in the office of the Electrical Inspector.

...

II.

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

III.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other

section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

IV.

THAT this Ordinance shall be codified and become effective on and after adoption and publication as required by law.

V.

THAT nothing in this ordinance or in the National Electric Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

INTRODUCED on this day on the 26th day of October, 2015.

PASSED AND APPROVED on this the 9th day of November, 2015.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

EFFECTIVE: _____

To: Courtney Alvarez, Interim City Manager

From: Tom Ginter, Director of Planning and Development Services

Date: October 21, 2015

Subject: Update of the National Electrical Code

We would like to recommend to the City Commission to adopt the 2014 National Electric Code. We have a copy and are ready to implement for the building community. If you have any questions, please feel free to ask.

AGENDA ITEM #17

ORDINANCE NO.2015-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF KINGSVILLE, TEXAS, AMENDING CHAPTER IX-GENERAL REGULATIONS OF THE CODE OF ORDINANCES OF THE CITY OF KINGSVILLE, TEXAS BY AMENDING ARTICLE 10-STREETS AND SIDEWALKS, TO ADD STREET MAINTENANCE FEES SECTIONS, TO ESTABLISH MONTHLY STREET MAINTENANCE FEES FOR THE PURPOSE OF FUNDING THE CITY STREETS SYSTEM, ESTABLISHING A STREET MAINTENANCE FUND AND AN APPEALS PROCESS; PROVIDING A CUMULATIVE CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Kingsville, Texas ("City Commission") has determined that in order to protect the citizenry from the deterioration of the quality and safety of the street system that they rely upon and use on a regular basis, it is necessary and in the best interest of the public health and safety to establish a street maintenance fee in order to provide a properly maintained road system; and

WHEREAS, the City staff has prepared a comprehensive twenty year street maintenance and improvement plan and held several informational sessions before the City Commission regarding the plan and street maintenance fees necessary to support the plan, which were all open to the public, and the Commission finds the proposed fees are non-discriminatory, reasonable, and equitable; and

WHEREAS, in setting the schedule of Street Maintenance Fees, the fees are based on an inventory of parcels within the city limits.

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

SECTION 1: The City Commission hereby establishes Street Maintenance Fees as set forth herein. Street Maintenance Fees shall be levied against all benefited properties within the city limits unless exempt under Chapter IX, Article 10, Section 64. These fees shall be imposed and issued with utility billing statements issued on and after January 1, 2016.

SECTION 2: The Code of Ordinances of the City of Kingsville, Texas is hereby amended by adding 9-10-50 through 9-10-66 Chapter IX, Article 10 "Street Maintenance Fee" to read as follows:

STREET MAINTENANCE FEES

Sec. 9-10-50 FEE ESTABLISHED.

A street maintenance fee is established. It is to be implemented by policies, rates, and methodologies established by separate ordinance.

The City Commission finds, determines and declares that in order to protect the citizenry from the deterioration of the quality and safety of the street system that they rely upon and use on a regular basis, it is necessary and in the best interest of the public health and safety to establish a street maintenance fee in order to provide a properly maintained road system.

For this purpose, the City Commission will establish a schedule of street maintenance fees subject to the limitations of the state law to cover the costs to the city to provide maintenance of the street system. The city will offer this maintenance service in a nondiscriminatory, reasonable and equitable manner.

The City Commission hereby establishes a street maintenance fee, imposed against, and to be paid by, each utility customer and owner of benefitted property within the city limits, set in amounts that will provide sufficient funds to properly maintain the street system.

Collection of the fee against each benefitted property shall be made by a monthly charge to be added to the utility bill for such property.

The City Commission by separate ordinance will establish the rate based upon the cost to the city for maintaining the street system.

Sec. 9-10-51 DEFINITIONS.

“Benefitted property” means a residence; a business; or lot, parcel or property within the city limits that generates motor vehicle trips.

“Director” means the city manager or designee.

“Equivalent residential unit” (“ERU”) means a unit of measurement for the median size of a residence equal to two thousand four hundred and twenty-five (2,425) square feet. For residential benefitted property, an ERU equals one (1). For nonresidential benefitted property, an ERU equals SF/ two thousand four hundred and twenty-five (2,425) SF.

“Land use” means one (1) of the land use categories recognized in the Trip Factor Index.

“Motor vehicle trip” means each departure from and each arrival to a property by a motor vehicle.

“Nonresidential benefitted property” means benefitted property not defined as residential benefitted property under this article.

“Residential benefitted property” means a detached single-family residence, attached multifamily housing, or a detached dwelling unit of a mobile home park, recreation vehicle (RV) park, or manufactured home community.

“Square footage” (“SF”) means the square footage of improvements designated as “living area” as identified in the records of the Kleberg County Appraisal District (“KCAD”).

“Street maintenance fee” (“fee”) means the fee established by this article imposed against, and collected from, owners or occupants of benefitted property of the purpose of maintaining the street system of the city.

“Street preventative maintenance program” (“SPMP”) means the street preventative maintenance program, as amended from time to time, funded by the street maintenance fee.

“Street system” means the structures, streets, rights-of-way, bridges, alleys, and other facilities within the city limits that are dedicated to the use of vehicular traffic; the maintenance and repair of those facilities; and the operation and administration of such maintenance and repair under the street preventative maintenance program.

“Trip factor” means a principle basis of service measurement, principally derived from the trip generation rates published by the Institute of Transportation Engineers.

“Trip Factor Index” means the table of applied land uses recognized by the City of Kingsville for purposes of implementing the street maintenance fee.

“Utility customer” (“customer”) means the holder of a city utility account or the person who is responsible for the payment of charges for a benefitted property.

Sec. 9-10-52 FINDINGS.

The City Commission finds and determines the following:

- (1) It is appropriate that a benefitted property pay the prorated annual cost of the street system that can reasonably be attributed to the benefitted property.
- (2) The number of motor vehicle trips generated by a benefitted property may reasonably be used to estimate the prorated cost of the street system attributable to a benefitted property.
- (3) The size and use of a property may reasonably be used to estimate the number of motor vehicle trips generated by the property.
- (4) Based on the best available data, the method of imposing the street maintenance fee reasonably prorates the cost of the street system among benefitted properties.
- (5) It is reasonable and equitable to impose a set monthly fee for each residential and nonresidential benefitted property in order to avoid a disproportionate burden on any residential or nonresidential benefitted property.
- (6) It is reasonable and equitable to cap the square footage for a nonresidential benefitted property in order to avoid a disproportionate burden on a nonresidential benefitted property.
- (7) It is reasonable and equitable to cap the trip factor for nonresidential benefitted property in order to avoid a disproportionate burden on a nonresidential benefitted property.

- (8) If available, appraisal district property tax records may be relied on to determine the size of nonresidential benefitted property.
- (9) It is reasonable and equitable to derive trip generation rates for residential and nonresidential benefitted property as determined and published by the Institute of Transportation Engineers.
- (10) It is reasonable and equitable to assume that each utility meter in the service area serves a benefitted property.

Sec. 9-10-53 TRIP FACTORS.

The director shall assign to each benefitted property a trip factor according to the property's use. The director shall assume for each nonresidential benefitted property the number of trips per day as set by the Institute of Transportation Engineers.

The director conducted a survey of nonresidential benefitted property to more specifically identify land use, in order to assign a more appropriate trip factor to the land use categories shown in the Trip Factor Index (Exhibit "A"), kept on file with the city.

The Trip Factor Index will be maintained by the director or his designee and may be revised from time to time in accordance with this article.

For purposes of this article, a property's use does not depend on the property's zoning. If a property fits more than one (1) category of use, the director shall assign a land use.

Sec. 9-10-54 STREET FEE-ONLY ACCOUNT.

The director shall create an account in the city's utility account billing system for any benefitted property for which no utility account exists.

Sec. 9-10-55 FEE CALCULATION.

(a) The street maintenance fee shall be calculated based on the following factors:

ERU = Equivalent Residential Unit = 2,425 SF.

For each dwelling unit of a residential benefitted property, ERU=1.

For each nonresidential benefitted property, ERU = SF/2,425 SF on a per meter basis.

TF= Trip Factor adjusted for 90% discount.

(b) Collection of the fee for residential property shall be charged on the basis of a set fee per lot, unit, tract or parcel that is a Kingsville water and/or wastewater utilities customer within the city limits of the City of Kingsville.

(c) Collection of the fee for nonresidential property that is a Kingsville water and/or wastewater utilities customer within the city limits of the City of Kingsville shall be charged on the basis of using the trip generation rate published by the Institute of Transportation Engineers and based on land uses allowed. The trip generation is the number of trips anticipated to and from property per 1,000 square foot of building. For each nonresidential customer, the ERU for the building area on the property will be

multiplied by the appropriate discounted trip factor to arrive at a point value. This value will be compared to a tier of point ranges which will determine what the nonresidential benefitted property customer will pay each month.

Sec. 9-10-56 RESIDENTIAL BENEFITTED PROPERTY.

The director shall determine the fee for residential benefitted property on the basis of factors that include the trip generation rate published by the Institute of Transportation Engineers for residential use of the property.

The fee for residential benefitted property shall be on the basis of a set fee per dwelling unit.

For a residential benefitted property, each month a customer shall pay an amount equal to the following:

(Single-family) Monthly Bill = \$5.00

(Multi-family of 2-4 living units) Monthly Bill = (\$5.00 for the first living unit) + (.85 x \$5 x number of each living units after 1st)

(Multi-family of more than 4 living units or mobile home lots) Monthly Bill = \$5.00 x (total number of living units or mobile home lots) x (0.85 which is estimated occupancy)

Sec. 9-10-57 NONRESIDENTIAL BENEFITTED PROPERTY.

The director shall determine the fee for nonresidential benefitted property on the basis of factors that include the trip generation rate published by the Institute of Transportation Engineers for the land uses allowed.

For each nonresidential customer, the ERU for the building area on the property will be multiplied by the appropriate discounted trip factor to arrive at a point value. This value will be compared to a tier of point ranges which will determine what the nonresidential benefitted property customer will pay each month.

For a nonresidential benefitted property, a point value shall be determined as follows:

$$\$5.00 \times (\text{SF}/2,425 \text{ SF}) \times (\text{TF}) = \text{Point Value}$$

The director shall determine the square footage for a nonresidential benefitted property based upon building square footage of property as recorded by the Kleberg County Appraisal District. If appraisal district records are unavailable, the director may determine the size of a nonresidential benefitted property from the best available information.

The point tier system is as follows:

Total Point Value	=	Price Per Month
40 and over		\$150
20 to 39.99		\$125

14 to 19.99		\$100
12 to 13.99		\$ 70
10 to 11.99		\$ 50
6 to 9.99		\$ 40
5 to 5.99		\$ 30
4 to 4.99		\$ 25
3 to 3.99		\$ 20
2 to 2.99		\$ 15
Under 2		\$ 10

Sec. 9-10-58 BILLING AND COLLECTION OF FEE.

The street maintenance fee shall take effect and be applied against all benefitted property for services provided on or after January 1, 2016. Fees will be billed and collected each month on the utility bill for each benefitted property. Payment is due upon receipt of the bill. The utility customer is responsible for apportionment of fees to any person or persons leasing units of the benefitted property.

Sec. 9-10-59 RECOVERY OF UNPAID FEE.

The city may recover a street maintenance fee that is not paid when due in an action at law.

Sec. 9-10-60 STREET MAINTENANCE FUND.

The city has created a special revenue fund known as the street fund. All fees collected for the purpose of maintenance of the street system shall be deposited in the street fund. It will not be necessary for the expenditures from the fund to specifically relate to any particular property from which the fees were collected.

The director shall provide to the City Commission an annual report of the street fund.

Every year the director shall provide the City Commission a report on the progress of the street preventative maintenance program (SPMP) and publish an updated yearly map of street candidates to be considered for the maintenance program.

Sec. 9-10-61 RULES.

The director may adopt rules necessary for the administration of this article and the street maintenance fee. The director shall be responsible for administration of this article; developing all rules and procedures necessary to administer all provisions of this article; developing maintenance programs; and establishing street system criteria and standards for operation and maintenance of the street system.

Sec. 9-10-62 APPEALS.

- (a) The street maintenance fee board of appeals ("board") is established for the purpose of hearing and deciding appeals and matter related to the street

maintenance fee under article 10 of chapter IX of the Code ("Street Maintenance Fee") consistent with the appeals process for the street maintenance fee adopted by the City Commission ("appeals process").

- (b) The board shall be composed of five (5) members:
 - a. The Finance Director;
 - b. The Public Works Director/City Engineer;
 - c. The Planning Director;
 - d. A citizen appointed by the city manager; and
 - e. A citizen appointed by the city manager.
- (c) Each citizen board member shall be appointed to serve a two-year term.
- (d) A citizen board member may be removed by the city manager with or without cause.
- (e) The board shall:
 - a. Review any appeal filed in accordance with Article 10 of Chapter IX-Street Maintenance Fees Section of the Code and the adopted appeals process for the street maintenance fee;
 - b. Hear and decide appeals of orders, decisions, or determinations made by the Collections Manager for the utility business office relating to the application and interpretations of the street maintenance fee;
 - c. Hear and decide any matter referred to the board by the city manager related to the street maintenance fee;
 - d. Perform other duties prescribed by ordinance.
- (f) The board may not waive a code requirement.
- (g) The board shall hold meetings at the call of the chairperson and at other times as requested by the board.
- (h) The chairperson, or the acting chairperson in the absence of the chairperson, may administer oaths and compel the attendance of witnesses.
- (i) Each case before the board must be heard by at least seventy-five (75) percent of the board members.
- (j) The concurring vote of seventy-five (75) percent of the board members is necessary to:
 - a. Reverse an order, requirement, decision, or determination of an administrative officer or other staff member; or
 - b. Decide in favor of an applicant on a matter on which the board may hear under this section.
- (k) The board shall render all decisions and findings in writing, file them with the utility business office, and send copies to the appellant.
- (l) The board shall prepare minutes of its proceedings. The minutes shall include the vote of each member on each item before the board and shall state if a member is absent or fails to vote on an item.
- (m) The board may establish rules and procedures consistent with this Code of Ordinances.

Sec. 9-10-63 DISPOSITION OF FEES AND CHARGES.

The fee paid and collected by virtue of this article shall not be used for the general or governmental proprietary purposes of the city, except to pay for the equitable share of the cost of accounting, management and government thereof of the SPMP.

Other than as described above, the fees and charges shall be used solely to pay for the cost of operation, administration, planning, engineering, development of guidelines and controls, inspection, maintenance, repair, improvement, and renewal of the street system under the SPMP and the costs incidental thereto.

Sec. 9-10-64 EXEMPTIONS.

This article does not apply to a city, county, state, federal agency or department, hospital district, publicly funded independent school district or charter school, public institution of higher education, church, registered 501(c)3, or regional transit authority.

This article does not apply to vacant property that generates no motor vehicle trips. The director may adopt any reasonable method to determine whether a property is vacant and generates no motor vehicle trips.

In order for an exemption under this section to apply, a person entitled to an exemption under this section must notify the director of the utility business office of the applicable exemption.

Sec. 9-10-65 LIABILITY.

This article does not create additional duties on the part of the city. This article does not waive the city's immunity under any law.

Sec. 9-10-66 PERIODIC REVIEW OF RATES.

The City Commission will periodically review the street maintenance fees and rates.

SECTION 3: It is found and determined by the City Commission that the fees established by this Ordinance are non-discriminatory, reasonable, and equitable, and that the fees are based upon an inventory of improved parcels within the city limits.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 5: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval.

INTROUCED on this the 26th day of October, 2015.

PASSED AND APPROVED by the City Commission on this the 9th day of November, 2015.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney