

City of Kingsville, Texas

AGENDA CITY COMMISSION

**MONDAY, MAY 14, 2012
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

APPROVED BY:



Vincent J. Capell
City Manager

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

None

III. Reports from Commission & Staff²

"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, Convention and Visitor's Bureau, 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, 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. 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.

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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)

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2011-2012 Budget for the General Fund Capital Projects Fund in the amount of \$5,000.00 for the request from the Parks Department for the Brookshire Pool renovations. (Finance Director).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2011-2012 Budget for the Municipal Court Technology Fund Computer Equipment Supplies in the amount of \$3,553.00. (Finance Director).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2011-2012 Budget for the Utility Fund Capital Projects Fund 054 for the Water Production Department Well #19 Pump House to Fund 062 CO2005 in the amount of \$12,987.00. (Finance Director).
4. Motion to approve final passage of an ordinance amending Chapter VII, Article 5, Traffic Schedules, temporarily setting a construction speed zone of 55 miles per hour to be in effect when signs are displayed within the construction project on US Highway 77, from 4,300 feet north of Caesar Avenue to 8,500 feet south of Caesar Avenue, with the completion and/or acceptance of each project cancelling the provisions of the ordinance and causing the removal of any remaining construction speed zone signs. (City Engineer/Public Works Director).
5. Consider resolution authorizing participation in Local Border Security Program FY2012 with the Texas Department of Public Safety for Law Enforcement Personnel overtime and operational costs; Authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).
6. Consider resolution authorizing the Task Force Commander to enter into an Interlocal Cooperation Agreement between the City of Kingsville – Kingsville Specialized Crimes and Narcotics Task Force and the City of Krum – Krum Police Department for loan of Law Enforcement Services Canine. (Task Force Commander).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

7. Consider authorizing the transfer of donated funds (\$333.03) from the nonexistent Task Force Explorer Post #700 to the existing Kingsville Border Patrol Explorer Post #531. (Task Force Commander).

8. Consider resolution in support of Senate Bill 1917 by Zaffirini relating to the Hotel Occupancy Tax Exemption. (Commissioner Laskowski).

9. Consider resolution authorizing the City Manager to enter into a revised Water Utility Supply Contract (GOV. Contract #N69450-12-C-0011) between the City of Kingsville and the Federal Government for Naval Air Station-Kingsville. (City Engineer/Public Works Director).

10. Consider resolution authorizing the Mayor to enter into an Interlocal Cooperation Agreement between the City of Kingsville and Texas A&M University-Kingsville relating to Engineering design work for Kleberg Avenue between the Kleberg County Courthouse and Third Street. (City Engineer/Public Works Director).

11. Consider authorizing additional funding in the amount of \$39,227.93 to TxDOT for Caesar Ditch Improvement project. (City Engineer/Public Works Director).

12. Consider authorizing the cost sharing agreement with Franklin Welding Service, Inc. for the extension of 8" water line on Young Drive, for a total cost of \$25,554.47 for project including materials, sampling, labor and equipment, with each party paying half (\$12,777.24) of said cost as per staff recommendation. (City Engineer/Public Works Director).

13. Consider authorizing the purchase of one front end loader with a grapple for the Landfill in the amount of \$93,440.60 from Fund 087-5-170.2-711.00 Solid Waste Capital Projects as per staff recommendation. (Purchasing Director).

14. Consider authorizing the purchase of one truck with refuse body for the Sanitation Department for \$230,728.00 with cost after trade-in of \$200,728.00 from Fund 087-5-170.2-711.00 Solid Waste Capital Projects as per staff recommendation. (Purchasing Director).

15. Consider authorizing a contract be awarded to Standard Cement Materials, from Houston, Texas in the amount of \$160,000.00 allowing for continuing project of upgrading manholes by priority of disrepair as funding allows from CO2005 Utility Fund as per staff recommendation. (Purchasing Director).

16. Consider authorizing a contract be awarded to Radiant Industrial Solutions, Inc., from Houston, Texas in the amount of \$122,673.00 to upgrade UV Lighting and associated electrical panel at the 3mgd Wastewater Plant from CO2005 Utility Fund as per staff recommendation. (Purchasing Director).

17. Consider authorizing the contribution of \$5,000.00 from Fiscal Year 2010-2011 Surplus Funds for the Keep Kingsville Beautiful landscaping project at Yoakum Street as per recommendation. (Mayor Fugate).

18. Consider introduction of an ordinance amending the Fiscal year 2011-2012 Budget for the General Fund Capital Projects Fund for \$5,000.00 for the beautification project on Yoakum St. to utilize Fiscal Year 2010-2011 Surplus Funds. (Finance Director).

19. Consider resolution authorizing implementation of annexation procedures for Lot 9, Section 22, K.T.&I. Subdivision; setting dates, times and places of public hearings; and authorizing public hearing notices and any other requirements required by law. (Director of Development Services).

VII. Adjournment.

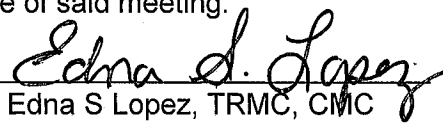
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative 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 facility is 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 citysec@cityofkingsville.com for further information. Braille Is Not Available. The City of Kingsville reserves the right to convene into Closed Session under Government Code 551.071-551.074 and 551-086 regarding any item on this agenda.

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:

May 10, 2012 at 3:50 P.M. and remained so posted continuously for at least 72 hours preceding the schedule time of said meeting.


Edna S Lopez, TRMC, CMC
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)

APRIL 23, 2012

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, APRIL 23, 2012 AT THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS, CITY HALL/200 EAST KLEBERG AVENUE AT 6:00 P.M.

CITY COMMISSION PRESENT:

Sam R Fugate, Mayor
Al Garcia, Commissioner
Charles E Wilson, Commissioner
Stanley Laskowski, Commissioner
Arturo Pecos, Commissioner

CITY STAFF PRESENT:

Vincent Capell, City Manager
Edna S Lopez, City Secretary
Courtney Alvarez, City Attorney
Naim Khan, City Engineer/Public Works Director
Bill Donnell, Asst Public Works Director
David Mason, Purchasing Director
Yolanda Cadena, Health Director
Robert Rodriguez, Library Director
Mike Kellam, Director of Development Services
Susan Ivy, Parks Director
Robert Trescott, Downtown Manager/Special Projects
Gary Fuselier, Landfill Supervisor
Mark Rushing, Finance Director
Roel Carrion, Interim Fire Chief
Ken Starrs, Asst Task Force Commander
John Garcia, Risk Manager
Diana Gonzales, Human Resource Director
Caron Vela, Accounting Manager
Ricardo Torres, Police Chief

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate called the meeting to order in the City Commission Chambers at 6:00 P.M. and announced quorum as present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

The invocation was delivered by Mr. Mark Rushing, followed by the Pledge of Allegiance and the Texas Pledge.

MINUTES OF PREVIOUS MEETING(S) – Required by Law

Mayor Fugate called for consideration of the minutes of the regular meeting of Monday, April 9th, 2012. Commissioner Laskowski made a motion to accept the minutes, as presented, seconded

by Commissioner Wilson. The motion was approved by the following vote: Fugate, Garcia, Pecos, Wilson, Laskowski voting "FOR".

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

NONE

III. Reports from Commission & Staff²

"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, Convention and Visitor's Bureau, 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, 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. No formal action can be taken on these items at this time."

City Manager Capell reported on two things: (1) there's an opportunity to cleanup Kingsville with an abandoned tire cleanup program on Saturday, May 5th; and (2) parking on 1st row of City Hall parking lot will be restricted for early voting parking only.

Mr. Rick Medrano, Entrust representative addressed the Commission. Mr. Medrano provided information on the 6 month report beginning in October. He touched on the first report – The turnaround time which is measured from 88.07% of claims received have been processed. Next report is the loss ratio; 4½ year illustration which is running at 117% above the City's attachment point of 146% of expected which is high. He stated there is a large claim that has come in. The City's liability on this claim is over so the next report will stabilize because the financing now is coming from the carrier as opposed to the City. He stated that Wellness is at 1% and initiatives will be looked at to try to increase the City's employees and family getting their annual exams. He touched on the prescription services and the summary of the prescription utilization. The PPO savings for inpatient was 41.57%, outpatient was 6%, surgery 52%, and diagnostic x-ray was 67-68%. Finally, Mr. Medrano provided information on the top ten providers.

City Attorney Courtney Alvarez reported the next regular Commission meeting is in three weeks on Monday, May 14th, deadline for agenda items is Friday, May 4th and the City Election is May 12th.

IV. Public Comment on Agenda Items³

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

Mayor Fugate called for comments on all agenda and non-agenda items.

Ms Nicole Watson, 301 E Kleberg and Paige Williams 213 E 5th Bishop, TX thanked the City Commission, employees and volunteers for all their hard work on the event – Touch The Trucks.

Mayor Fugate called for consideration of the items in the Consent Agenda, Items 1-3. **Commissioner Laskowski made a motion to accept the Consent Agenda, as presented, seconded by Commissioner Wilson. The motion was passed and approved by the following vote: Fugate, Garcia, Pecos, Wilson, Laskowski voting “FOR”.**

V. Consent Agenda

1. ORDINANCE NO. 2012-22 Motion to approve final passage of an ordinance amending the Fiscal Year 2011-2012 budget in the amount of \$67,408 for the General Fund Capital Projects Fund using FY 2010-2011 Budget Surplus for the City's Time and Attendance System. (Finance Director).
2. ORDINANCE NO. 2012-23 Motion to approve final passage of an ordinance amending the Fiscal Year 2011-2012 Budget for the Police Department State Forfeiture Fund in the amount of \$27,600 and to receive insurance proceeds for the replacement of a Patrol Car. (Finance Director).
3. Motion to approve waiving all City fees and any fees for services for participants of the Palmer Drug Abuse Program – Drug Free Walk event to be held on April 28th, 2012. (Downtown Manager).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

4. RESOLUTION NO. 2012-18 Consider a resolution authorizing the City Manager to enter into a Water Utility Supply Contract (GOV. Contract #N69450-12-C-0011) between the City of Kingsville and the Federal Government for Naval Air Station-Kingsville. (City Engineer/Public Works Director).

City Engineer/Public Works Director Naim Khan stated that NAS is in the process of changing the whole water distribution system. He stated the City has a contract with NAS but is old and needs to be updated. Mayor Fugate stated this has been a long time coming they have been having a lot of problems with their quality of water. He added this is a good thing and this was part of his and Dr. Dick Messberger's presentation in Washington to supply water to NAS and hopefully get to wastewater.

Commissioner Laskowski stated he brought to the City Manager's attention, in the memo it states that HDR is going to update the City's model and do a study on water rates for NAS Kingsville. He added based on this contract they are not proposing to raise the water rates based. The terms of the contract specifically state that the City can't raise NAS rates unless everybody else rates are raised. He stated his question to the City Manager today was that the water rates were raised three or four years in a row and he wanted to know if NAS water rates were ever raised whenever everybody else rates were raised, and the answer to that is, we have not. He added now the City is considering approving a contract that says if the City doesn't raise everybody else rates we can't raise their rates. He added he didn't know how long their water rate has been

\$1.39, but it has probably been \$1.39 for a long time. Commissioner Laskowski stated he wasn't sure that the Commission want to approve this contract not being able to raise the rates unless everybody else rates are raised. City Manager Capell stated there are a couple of options to consider, (1) the word from NAS is that this is boiler plate language that can be easily changed and should be changed. Mr. Khan stated he has spoken to the Navy several times and has saved the emails concerning that subject. When the study is done the rate can be increase, but without the study, the rate cannot be increased. He referred to page 3, stating that the Navy does not have a problem with changing the language.

Ms Alvarez referred that the language on page 3, C2 – "No increase shall be requested in the contract rate unless the contractor has placed into effect a general rate increase to all of his customers". She added if you emphasis, "under similar conditions of service" it was her understanding when Grady was looking to do the rate study it was because they are in a unique specific classification of service, the customer being bulk and outside the city limits, that they would have their own rate analysis and fee structure in the code of ordinances. She added if there was some other large bulk user that came in that was outside the city limits a similar assessment or rate could be charged that person. There's a good argument that the language is sufficient to cover the base at this point and they are aware of the City's desire to have the rate increase because it has been in place for so long. Mayor Fugate asked Ms Alvarez if she was satisfied with this language. Ms Alvarez stated because it states under similar conditions of service and right now there's nobody but them that is in similar condition.

Mayor Fugate called for further questions. Commissioner Wilson voiced his concern over the last months the Commission has received boiler plate ordinance and resolutions from State or Federal agencies and all have required some kind of massaging after it was put on the agenda, the Commission was told it was boiler plate. He stated that is a concern for him and he hopes it is a concern for the rest of Staff because the City should not take wholesale take boiler plate items from State or Federal agencies and just implement them.

Commissioner Laskowski added he would like to insert some type of language to clarify the issue that even though the City has the email, the email is different from a contract. He added maybe the City could use the language "under similar conditions of service" to say that would be the City's out to raise their rates. This is a contract and they have lawyers.

City Manager Capell stated in talking with them today they appear to be willing to give the City that latitude. Mayor Fugate asked how time sensitive this was. Mr. Khan replied they would like to start the contract effective May 1st. Ms Alvarez stated the contract using the current existing rate, once the rate study is complete, the City will give them a written notice. Mayor Fugate asked Ms Alvarez if she was comfortable the language, as is. Ms Alvarez stated she was comfortable because it states under similar conditions of service of which there are no other end users with similar conditions of service. Commissioner Garcia asked about the capacity. Mr. Khan replied they doubled up their water model and they are concentrating on all the requirements and their model was perfect.

Mayor Fugate called for further questions. Commissioner Pecos asked what the revenue would be. Ms Alvarez replied at a \$1 per gallon estimate, it would be \$1.5 million because they are estimating 1.5 million gallons of usage annually.

Commissioner Laskowski made a motion to change the language to "No increase shall be requested until a rate study have been completed by HDR for NAS-

Kingsville at that time the City shall negotiate an increase in the water rate based on that study". City Manager Capell asked to shorten that. He stated, "The increase shall be allowed to the extent the rate is supported by a cost of service study." Commissioner Laskowski stated that was fine and to remove all other language. Commissioner Laskowski accepted the City Manager's recommendation and stated to strike the entire paragraph and add the language the City Manager had proposed. Commissioner Wilson seconded the motion. The motion was passed and approved by the following vote: Fugate, Garcia, Pecos, Wilson, Laskowski voting "FOR".

5. Consider authorizing the expenditure of \$5,000 to Kleberg County Parks Department for repairs to Brookshire Pool contingent on department securing the other \$15,000 needed for repairs. (City Manager).

Commissioner Wilson made a motion to authorize the expenditure of \$5,000, seconded by Commissioner Garcia. For clarification, Ms Alvarez asked if this was contingent on the department securing the other \$15,000 needed for the repairs. Commissioner Wilson replied as the agenda item states. The motion was passed and approved by the following vote: Fugate, Laskowski, Pecos, Garcia, Wilson voting "FOR".

6. Consider introduction of an ordinance amending the Fiscal Year 2011-2012 Budget for the General Fund Capital Projects Fund in the amount of \$5,000 for the request from the Parks Department for the Brookshire Pool renovations. (Finance Director).

Mr. Rushing stated this relates to the previous item.

INTRODUCTION ONLY

7. Consider introduction of an ordinance amending the Fiscal Year 2011-2012 Budget for the Municipal Court Technology Fund Computer Equipment Supplies in the amount of \$2,118. (Finance Director).

Mr. Rushing stated this budget amendment is for utilizing Municipal Court Technology funds available. This would purchase the Brazos Software update and a printer, wide screen television, couple of upgrades Microsoft Office 2010 and for additional funds for annual maintenance agreement.

INTRODUCTION ONLY

8. Consider introduction of an ordinance amending the Fiscal Year 2011-2012 Budget for the Utility Fund Capital Projects Fund 054 for the Water Production Department Well #19 Pump House to Fund 062 CO2005 in the amount of \$12,987. (Finance Director).

Mr. Rushing stated he provided a spreadsheet showing the different sources in funding this and the projected cost that has been utilized from increase revenues. An additional \$12,987 will come from fund balance in 054. In CO 2005 \$50,000 was earmarked, for subtotal \$200,000 needed for project.

Commissioner Laskowski voiced his concern about the life expectancy of this well. He asked if the well goes down is there a use for the pump house. He stated that normally the City has a use for the pump house and if the well goes bad what will be the pump

house use. Mayor Fugate stated the pump house will be utilized. Commissioner Laskowski stated they are going to build a new one. City Manager Capell stated the existing pump house will be used as an apparatus bay for the Volunteer Fire Department as approved by the City Commission at the January 23rd meeting. This item today is to build a new pump house adjacent to the south. Commissioner Laskowski stated this is a significant investment for a pump house that will not be able to be used if the well goes down. Mr. Khan replied this well is one of the best and is working very good. This is one of the best water wells that the City has. This well was drilled in 1967.

INTRODUCTION ONLY

9. Consider approval of revisions to the Kingsville Civil Service Rules and Regulations Chapter 7-Classification, Section 7.06 regarding entry level hiring requirements, as recommended by staff and approved by the Civil Service Commission. (Human Resources Director).

Human Resource Director Diana Gonzales stated the Fire Department is requesting a revision to Chapter 7 Classification, Section 7.06 due to the difficulty in attracting the qualified applicants according to the last revision. This is a minor change which will increase the pool of applicants. This was presented and approved to the Civil Service Commission on April 17th.

Commissioner Laskowski made a motion to approve the revisions, seconded by Commissioner Pecos. Upon a question from Commissioner Garcia, Interim Fire Chief Carrion explained that the State of Texas got of the testing business in 2002 due to budgetary constraints so they depended on the National Registry for testing. The State of Texas certification lasts for four years and the National Registry certification lasts for two years. He stated Texas is not a National Registry State but Texas observes the standards.

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

10. Consider introduction of an ordinance amending Chapter VII, Article 5, Traffic Schedules, temporarily setting a construction speed zone of 55 miles per hour to be in effect when signs are displayed within the construction project on US Highway 77, from 4,300 feet north of Caesar Avenue to 8,500 feet south of Caesar Avenue, with the completion and/or acceptance of each project cancelling the provisions of the ordinance and causing the removal of any remaining construction speed zone signs. (City Engineer/Public Works Director).

Mr. Khan stated this request came from TXDOT to reduce speed from 65 to 55 in the construction area from King to Trant Road. Commissioner Wilson stated maybe since the State has requested the City to drop the speed within that zone, maybe the City can coerce them nicely into dropping their speed from 70 to 65 in the area that has been asked by the City. He added he is not in any way opposed, anything for the safety of the men and women working in that area, but he is equally interested in the safety that has been ask for consideration with. It is two different things, one is permanent and the other is temporary because it has a built in life and he understands this. Mr. Khan stated he would work on this. Mayor Fugate stated he did not want to slow down the process.

INTRODUCTION ONLY

11. RESOLUTION NO. 2012-19 Consider a resolution amending the appointment of Election Judges and the Early Voting Ballot Judge for the City General Election on May 12, 2012. (City Secretary).

(CONSIDERE UNA RESOLUCIÓN QUE ENMIENDA EL NOMBRAMIENTO DE LOS JUECES ELECTORALES Y EL NOMBRAMIENTO DE LA JUEZA DE LA JUNTA DE VOTACIÓN ANTICIPADA PARA LAS ELECCIONES GENERALES DE LA CIUDAD, QUE SE LLEVARÁN A CABO EL 12 DE MAYO DE 2012) (SECRETARIA MUNICIPAL).

City Secretary Edna S Lopez explained that the previously approved resolution has changed due to Judges and Alternate Judges calling in about not being able to work.

Commissioner Wilson made a motion to approve the resolution, seconded by Commissioner Laskowski and Commissioner Garcia. The motion was passed and approved by the following vote: Fugate, Pecos, Garcia, Laskowski, Wilson voting "FOR".

VI. Adjournment.

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

Sam R Fugate, Mayor

ATTEST:

Edna S Lopez, TRMC, CMC

City Secretary

PUBLIC HEARING(S)

**PETITIONS,
GRIEVANCES, &
PRESENTATIONS**

CONSENT AGENDA

AGENDA ITEM #1

ORDINANCE NO. 2012-

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 BUDGET FOR THE GENERAL FUND CAPITAL PROJECTS FUND FOR THE REQUEST FROM THE PARKS DEPARTMENT FOR THE BROOKSHIRE POOL RENOVATIONS.

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 2011-2012 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

Capital

2		Fund Balance (FY 2011)	610.00		<u>5,000</u>
					<u>5,000</u>

Other Sources/Uses

6-000 Fund Transfers	Transfer to Fund 091	394.00		<u>5,000</u>	
				<u>5,000</u>	

[To draw down and transfer FY 2011 General Fund balance reserves created from FY 2011 fiscal surplus.]

Fund 091 General Fund Capital Projects Fund

Other Sources/Uses

6-000 Fund Transfers	Transfer from Fund 001	394.00		<u>5,000</u>	
				<u>5,000</u>	

Expenses

450.0 Parks	Grounds & Perm. Fixtures	591.00		<u>5,000</u>	
				<u>5,000</u>	

[To pay for the request from the Parks Department for the Brookshire Pool renovations.]

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 23rd day of April, 2012.

PASSED AND APPROVED on this the ____ day of _____, 2012.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Edna Lopez, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

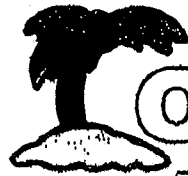
BROOKSHIRE POOL REPAIRS

Repair Cost Projections

Felipe Roas Quote	Bull Nose Tiling Repair	\$3,600.00
Oasis Pools Quote	Painting and Diving Board Decking Work	13,950.00
Estimate	Miscellaneous Repairs (as per Susan Ivy letter 4/16/12)	2,450.00
	Repair Restrooms	
	Repair Registration Area	
	Repair Toilets	
	Replace Restroom Doors	
	Replace Floor Decking	
	Replace Backboard (for emergency purposes)	
	Total Requested Funding	<u>\$20,000.00</u>

Funding Request

Brookshire Foundation	Letter sent to Brookshire Foundation 4/16/12 after receiving the quotes (Susan Ivy sent a letter to the Brookshire Foundation about a month ago giving them a heads up)	\$10,000.00
City of Kingsville	Budget Amendment Introduced 4/23/12	5,000.00
Kleberg County	Budget Amendment Introduced 4/23/12	5,000.00
		<u>\$20,000.00</u>



Oasis Pools & Spas

5521 Wooldridge • Corpus Christi, TX 78413

Oscar Martinez
(361) 779-3637

WWW.THEOASISPOOLS.COM

Yuma Martinez
(361) 562-6343

Proposal

Name: KENNISVILLE PARKS ATTN: SUSAN

Address: _____ City: _____ Zip: _____

Home Phone: _____ Business Phone: _____

Oasis Pools shall perform all the work provided for in this agreement in a good and workmanlike, leaving the job site and pool in a clean and fully operational condition.

Oasis Pools will conduct the following: PAINT POOL IN AN OCEAN
BASE POOL PAINT - THE POOL SURFACE - MUST BE
13' X 31' DECK AREA INCLUDES DIVING BOARD AND RE POOL
DECK AREA

Additional: RE PLACE DIVING BOARD BASE (IF BOARD
NEEDS TO BE RE PLACED WILL BE ADJUSTED)

Special Job Instructions: _____

Contract Price: TWENTY THOUSAND NINE HUNDRED FIFTY (\$13,950.00)

Payables as follows:

- 50% upon commencement of work
- 50% upon completion

Acceptance

The above prices, specifications and conditions are satisfactory and are hereby accepted. Oasis Pools is authorized to do the work as specified. Payment will be made as outlined above.

Owner

Contractor

Date

Date

Statement	DATE	TERMS
	4-3-81	

14-3

TERMS

10
K... ..
... ..
IN ACCOUNT WITH

[illegible]

1961-815 3613
 1961-815 3613

CURRENT

OVER 30 DAYS

OVER 60 DAYS	
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TOTAL AMOUNT	22.00	00
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CITY OF KINGSVILLE
CAPITAL PROJECTS SCHEDULE
FY11 SURPLUS FUNDS - FUND BALANCE

Agenda Item #	Date of Commission Meeting	GL Account #	Department	Project	FUND 091 General Fund Amount	FUND 054 Utility Fund Amount	Amount Available for Total Projects
Total of FY11 Surplus					1,530,216.00		\$ 1,530,216.00
				Deduct: Adjustment FY11 Surplus-FY11 Ambulance Billing correction	(137,726.00)		(137,726.00)
				Add: Adjustment FY11 Surplus-FY11 Property Taxes correction	43,260.00		43,260.00
				Add: Tentative Arbitrage Contingent Liability Savings	3,453.00	99,803.00	103,256.00
				Add: FY11 Inventory Adjustment (Note E)	(49,753.00)	56,735.00	6,982.00
				Add: Funding from Fund 062 CO 2005		50,000.00	50,000.00
				Add: Funding from Fund 054 Fund Balance		12,987.00	12,987.00
				Adjusted Total Funding Sources	1,389,450.00	219,525.00	1,608,975.00

#1 18

10	02/13/2012	091-5-101.0-314.00	City Manager	City Match for Certified Local Government (CLG) app	6,250.00		
15	02/13/2012	091-5-170.1-591.00	PW - Solid Waste	Recycling Center/Community Appearance - fence slats	1,500.00		
15	02/13/2012	091-5-170.1-591.00	PW - Solid Waste	Recycling Center/Community Appearance - exterior repairs	11,750.00		
15	02/13/2012	091-5-170.1-591.00	PW - Solid Waste	Recycling Center/Community Appearance - landscaping	3,500.00		
13	02/13/2012	091-5-210.0-212.00	Police	Body armor replacement	80,453.00		
12	02/13/2012	091-5-210.0-511.00	Police	Building repairs	17,000.00		
14	02/13/2012	091-5-210.0-591.00	Police	Beautification project	36,445.00		
11	02/13/2012	091-5-220.0-226.00	Fire	2 laptops	4,616.00		
11	02/13/2012	091-5-220.0-712.00	Fire	2 power stretchers	17,591.00		
17	02/13/2012	091-5-301.0-217.00	Engineering	GIS equipment and server - GPS units	2,200.00	2,200.00	
17	02/13/2012	091-5-301.0-314.00	Engineering	GIS equipment and server - GIS software installation	2,500.00	2,500.00	
17	02/13/2012	091-5-301.0-726.00	Engineering	GIS equipment and server - GIS software	3,825.00	3,825.00	
17	02/13/2012	091-5-301.0-726.00	Engineering	GIS equipment and server - GIS server	11,000.00	11,000.00	
16	02/13/2012	091-5-305.0-521.01	PW - Street	Street repaving - Ailsie	269,378.00		
16	02/13/2012	091-5-305.0-521.02	PW - Street	Street repaving - Armstrong	237,770.00		
Total of Projects Presented at 2/13/12					(705,778.00)	(19,525.00)	(725,303.00)

#2

25	02/27/2012	091-4-000-720.30	Revenue	Donations - KCVB	6,250.00		
9	03/08/2012	091-4-000-394.00	Revenue	Intergovernmental Revenue - Kleberg County	1,750.00		
Total Additional Revenue					8,000.00		8,000.00
9	02/27/2012	091-5-101.0-314.00	City Manager	KCVB Match for Certified Local Government (CLG) app	6,250.00		
14	02/27/2012	091-5-301.0-314.00	Engineering	Kleberg Ave engineering design-\$30K for TAMUK assistance	29,825.00		
15	02/27/2012	001-5-220.0-212.00	Fire	Bunker gear (Note B)	45,971.00		
16	02/27/2012	001-5-440.0-712.00	Health	Scag mower (Note B and Note D)	3,500.00		
Total of Projects Presented at 2/27/12					(85,546.00)		(85,546.00)

CITY OF KINGSVILLE
CAPITAL PROJECTS SCHEDULE
FY11 SURPLUS FUNDS - FUND BALANCE

Agenda Item #	Date of Commission Meeting	GL Account #	Department	Project	FUND 091		FUND 054		Amount Available for Total Projects
					General Fund Amount	Utility Fund Amount	Amount	Amount	
#3	19								
	16	03/08/2012	091-5-160.1-314.00	Development Services	City contribution for KKB landscaping at Yoakum St.	10,000.00			
	18	03/08/2012	091-5-160.3-591.00	Development Services	Dumpster enclosure pilot program (Note D)	24,850.00			
				Total of Projects Presented at 3/08/12	(34,850.00)				(34,850.00)
#4	25								
	24	03/26/2012	091-5-160.1-591.00	Development Services	Corridor landscaping pilot program (Note D)	47,432.00			
	22	03/26/2012	091-5-170.2-711.00	PW - Sanitation	Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00			
	22	03/26/2012	091-5-170.2-711.00	PW - Sanitation	Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00			
	22	03/26/2012	091-5-303.0-711.00	PW - Garage	Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00			
	22	03/26/2012	091-5-303.0-711.00	PW - Garage	Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00			
	23	03/26/2012	091-5-305.0-711.00	PW - Street	Public Works 3/4 ton Utility Truck incl light bars, etc. (Note B)	33,616.00			
	14	03/26/2012	091-5-302.0-713.00	PW - Service Center	Public Works yard - welding shed (Note D)	23,080.00			
	15	03/26/2012	091-5-302.0-591.00	PW - Service Center	Public Works yard - auto gate opener (Note D)	5,490.00			
	16	03/26/2012	091-5-302.0-217.00	PW - Service Center	Public Works yard - pressure washer (Note D)	4,919.00			
	17	03/26/2012	091-5-302.0-591.00	PW - Service Center	Public Works yard - catwalk (Note D)	4,620.00			
	18	03/26/2012	091-5-302.0-591.00	PW - Service Center	Public Works yard - gas pump canopy (Note D)	28,519.00			
	19	03/26/2012	091-5-302.0-591.00	PW - Service Center	Public Works yard - fence slats (Note D)	8,440.00			
	20	03/26/2012	091-5-170.1-591.00	PW - Recycling Center	Fence slats, additional amount from original amount (Note D)	500.00			
	21	03/26/2012	091-5-170.1-591.00	PW - Recycling Center	Fence enclosure for after-hours recycling (Note B)	3,270.00			
				Total of Projects Presented at 3/26/12	(231,886.00)				(231,886.00)
#5	10								
	9	04/09/2012	091-5-180.1-726.00	Purchasing/Finance	Upgrade time "clock" and attendance management system	67,408.00			
				Total of Projects Presented at 4/09/12	(67,408.00)				(67,408.00)
#6	6 & 11								
	5	04/23/2012	091-5-450.0-591.00	Parks	Brookshire Pool renovations (Note B)	5,000.00			
	10	04/23/2012	054-5-600.2-720.19	PW-Water Production	Water Well #19 pump house rehab (Note A)		200,000.00		
				Total of Projects Presented at 4/23/12	(5,000.00)		(200,000.00)		(205,000.00)
#7	18								
	17	04/14/2012	091-5-160.3-591.00	Development Services	City contribution for KKB landscaping at Yoakum St. (Note D)	5,000.00			
				Total of Projects Presented at 4/14/12	(5,000.00)				(5,000.00)
				Total Remaining Net Surplus	261,982.00		-		261,982.00

CITY OF KINGSVILLE
CAPITAL PROJECTS SCHEDULE
FY11 SURPLUS FUNDS - FUND BALANCE

Agenda Item #	Date of Commission Meeting	GL Account #	Department	Project	FUND 091 General Fund Amount	FUND 054 Utility Fund Amount	Amount Available for Total Projects
				Total Remaining Net Surplus	261,982.00	-	261,982.00
				Other Possible Projects			
N/A	N/A	TBD	City Manager	City Match for Post Office Lot Upgrade	30,000.00		
N/A	N/A	TBD	City Manager	HEB Canopy Relocation, Installation & Site Development	23,500.00		
N/A	N/A	TBD	City Manager	Way finding	30,000.00		
N/A	N/A	TBD	Fire - Volunteer	City Match for new garage bay adjacent to existing fire station	20,000.00		
N/A	N/A	TBD	Library	Fix longstanding plumbing and A/C problems	56,040.00		
N/A	N/A	TBD	PW - Street	Parking lot 7th & Yoakum	60,000.00		
				Total of Other Possible Projects	(219,540.00)	-	(219,540.00)
				Net Total FY2011 Surplus (Deficit)	42,442.00	-	42,442.00

Note A: Research Pending - (1) rolling stock/equipment replacement reserve, (2) technology equipment replacement reserve, and (3) the cost to rehab the existing and/or build a new pump house for Water Well #19.

Note B: Projects Added - (1) Fire bunker gear (\$45,971) and (2) Health Dept. Scag lawnmower repairs (\$3,500-1/2 paid by County and 1/2 paid by City). These are supplemental projects requested after the 1/23/12 workshop communicated to the City Commission in an e-mail dated 2/1/12.

Purchase of 4 1/2 ton pick up trucks and 1 utility truck for a total of \$106,000 for Public Works departments and the Recycling Center fence enclosure for after-hours recycling (\$3,270) requested on an email dated 2/14/12. Parks Dept. request from the City for 1/4 of the Brookshire Pool renovations.

Note C: Projects Removed - (1) Honorary alternative naming of 6th Street (\$10,000), (2) Human Resources Information System (HRIS) personnel management (\$34,354), and (3) Exterior repairs to Recycling Center which was double counted (\$19,780), (4) Recycling Center trailer (\$90,000).

Note D: Project Cost Changes - (1) lower dumpster enclosure pilot program from \$60,000 to \$24,850 (\$35,150), (2) lower corridor landscaping pilot program from \$60,000 to \$47,432 (\$12,568), (3) Health Dept. Scag mower from \$10,710 (new) to \$3,500 (repair existing one) (\$7,210) and (4) lower Public Works projects of the welding shed, auto gate opener, pressure washer, catwalk, gas pump canopy, and fence slats for a total of \$82,210 (\$12,090) and (5) additional amount for the fence slats at the Recycling Center from #1 above, since the quote was \$2,000; (6) Lower time clock and attendance management system for a total of \$67,408 (\$12,592); (7) Additional funds needed for the beautification project at Yoakum St.

Note E: The inventory adjustment is due to a physical year-end inventory taken September 30, 2011, in connection with year end audit.

AGENDA ITEM #2

ORDINANCE NO. 2012-

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 BUDGET FOR THE MUNICIPAL COURT TECHNOLOGY FUND COMPUTER EQUIPMENT SUPPLIES.

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 2011-2012 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<hr/>					
Fund 031	Municipal Court Technology Fund				
<u>Capital</u>					
2		Fund Balance	610.00		<u>3,553</u>
					<u>3,553</u>
<u>Expenses</u>					
5-180.0 Finance		Computers & Assoc. Eq.	226.00		3,207
5-180.0 Finance		Professional Services	314.00		<u>346</u>
					<u>3,553</u>

[To pay for Municipal Court computer equipment, including a printer and monitor and Incode software maintenance, replace Municipal Court Judge's computer, and Microsoft 2010 licenses.]

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 23rd day of April, 2012.

PASSED AND APPROVED on this the ____ day of _____, 2012.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Edna Lopez, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Finance Department

361-595-8009
361-595-8035 Fax

DATE: May 4, 2012
TO: Vince J. Capell, City Manager
FROM: Mark A. Rushing, Director of Finance
SUBJECT: Municipal Court Technology Budget Amendment

Mr. Capell,

Attached is a budget amendment for the FUND 031 - Municipal Court Technology Funds. This budget amendment will provide the additional resources needed to continue to improve the delivery of Municipal Court services in a more efficient and effective manner. This will assist in funding a Brazos Software Upgrade for \$863.00, purchase of a printer for \$229.00, purchase of a wide screen monitor for \$142.63, purchase two (2) sets of Microsoft Office X at \$254.89 each, replace Judge Kruger's computer for \$1,407.00 and cover freight in the amount of \$55.22 for a total of \$3,206.63. This will also provide the addition \$346.00 needed to fully fund the cost of the Incode Annual Municipal Court Maintenance Agreement. We originally budgeted \$8,200.00 for the Incode Annual Maintenance Agreement, but the cost came in at \$8,545.48. Thus, a total budget amendment of \$3,552.63 is needed.

As of September 30, 2011, the Fund 031- Municipal Court Technology Fund had a Fund Balance of \$38,107.88. In the FY12 Budget a Net Expenditures over Revenues in the amount of (\$1,432) was originally adopted for a projected September 30, 2012 Fund Balance of \$36,675.88. But at half way through FY12, we have already collected 75% of the projected revenues in Fund 031- Municipal Court Technology Fund. Thus, we should have at least break-even in this fund FY12 and have adequate Fund Balance to cover this budget amendment and possible unforeseen costs that might occur.

Thank you for your consideration in this matter.

Mark A. Rushing

Mark A. Rushing

MUNICIPAL COURT

Brazos Software Upgrade	\$863.00
Printer	229.00
Wide-Screen Monitor	142.63
Microsoft Office X	254.89
Microsoft Office X	254.89
Municipal Court Judge's Computer	1,407.00
Freight	55.22
Computer & Associated	<u>\$3,206.63</u>
Additional funding Municipal Court	346.00
Annual Maintance	
Total Budget Amendment	<u><u>\$3,552.63</u></u>

AGENDA ITEM #3

ORDINANCE NO. 2012-

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 BUDGET FOR THE UTILITY FUND CAPITAL PROJECTS FUND 054 FOR THE WATER PRODUCTION DEPARTMENT WELL #19 PUMP HOUSE FROM FUND 062 CO 2005.

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 2011-2012 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 062 Certificate of Obligation 2005 – Utility Fund

Expenses

600.2	Water Production	Water Well #19	720.19		<u>50,000</u>
					<u>50,000</u>

Other Sources/Uses

6-000	Fund Transfers	Transfer to Fund 054	394.54	<u>50,000</u>	
				<u>50,000</u>	

[To pay for the Water Production Water Well #19 new pump house, pumps, motor, and electrical and plumbing labor.]

Fund 054 Utility Fund Capital Projects Fund

Capital

2		Fund Balance	610.00		<u>150,000</u>
					<u>150,000</u>

Other Sources/Uses

6-000	Fund Transfers	Transfer from Fund 062	750.00	<u>50,000</u>	
				<u>50,000</u>	

Expenses

600.2	Water Production	Water Well #19	720.19	<u>200,000</u>	
				<u>200,000</u>	

[To pay for the Water Production Water Well #19 new pump house, pumps, motor, and electrical and plumbing labor.]

II.

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 23rd day of April, 2012.

PASSED AND APPROVED on this the ____ day of _____, 2012.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Edna Lopez, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Engineering & Public Works Department

361-595-8007
361-595-8035 Fax

DATE: April 13, 2012
TO: City Commission through City Manager
FROM: Naim Khan, Director of Public Works/City Engineer

SUBJECT: New Pump House for Well #19

SUMMARY

This item will authorize the staff to construct a new pump house and install new electrical, plumbing, pumps, motor and all other necessary appurtenances for Water Well #19.

BACKGROUND

The existing pump house building requires extensive repair and since it is a historic building, the repair cost will be very expensive to meet the Historic Preservation requirement. Moreover the size of the building is not efficient for the City use. The City's need can be better served by constructing a new modern building design for that specific purpose (more secure, new plumbing and electrical and on grade). Existing pump, plumbing, electrical are very old and need replacement.

RECOMMENDATION

Staff has carefully reviewed both the options of renovating the existing building vs. constructing a new building immediately south of the existing building. Ferrell/Brown & Associates, Inc – Architects estimate the renovation of the building without the pump, electrical and plumbing will cost \$246,000. Staff used the cost estimate of well 24, which was built on 2008 to determine the probable cost of construction of new building and installation of pump, motor, electrical and plumbing for Well # 19. As per staff's cost estimate total cost to construct new building and install all necessary items will be \$200,000. In this estimate one additional pump is included to meet the TCEQ requirement in case the City wants

to be independent in water production. Staffs recommend the construction of new building and also the installation of new pumps, motor, electrical and plumbing.

Staff recommends proceeding with bidding and construction of new building/pump station no. 19 pending approval of this budget amendment, while continuing to explore alternative uses and renovations for the existing building including, but not limited to use as an apparatus bay for the Kingsville volunteer Fire Department as discussed during 1/23/12 Commission Workshop.

FINANCIAL IMPACT

\$50,000 will come from CO 2005 Utility Fund which was approved by the Commission earlier. Rest of the money will come from FY 2010-2011 surplus budget.

Approved

Vincent Capell, City Manager

CITY OF KINGSVILLE
CAPITAL PROJECTS SCHEDULE
WELL # 19 WELL HOUSE PROJECT

Agenda Item #	Date of Commission Meeting	Department	Project	Amount
			Add: Tentative Arbitrage Contingent Liability Savings	\$99,803.00
			Add: FY11 Inventory Adjustment (Note E)	56,735.00
17	02/13/2012	Engineering	GIS equipment and server - GPS units	(2,200.00)
17	02/13/2012	Engineering	GIS equipment and server - GIS software installation	(2,500.00)
17	02/13/2012	Engineering	GIS equipment and server - GIS software	(3,825.00)
17	02/13/2012	Engineering	GIS equipment and server - GIS server	(11,000.00)
			Subtotal Fd 054 Surplus FY 11	<u>\$137,013.00</u>
			Additional Fd 54 Fund Balance as of 09/30/11 For the Well # 19 House	12,987.00
			Total FY 11 Fd 054 Surplus to be used for the Well # 19 Well House Project	<u>\$150,000.00</u>
			CO 2005 Budgeted for the Well #19	50,000.00
			Funds Available to finance Well #19 House (if approved)	<u>\$200,000.00</u>

New Pump House (well #19)

CITY OF KINGSVILLE
WATER WELL NO. 24 IMPROVEMENTS
BID DATE: FEBRUARY 12, 2008

LMV ENGINEERING
801 NAVIGATION, SUITE 300
CORPUS CHRISTI, TX 78408
PHONE: 361/883-1984
FAX: 361/883-1986

Well # 24

Well # 24

ITEM		QTY	UNIT	DESCRIPTION		Friedel Drilling Company 555 City Hochstein Rd Yorktown, TX 77995-4824		Alsay Incorporated 3359 SE Loop 410 - San Antonio, TX 78222		TOTAL			
				UNIT	PRICE	UNIT	PRICE	UNIT	PRICE	UNIT	PRICE		
WATER WELL NO. 24 - WATER/WELL													
A-1	1	LS	WATER WELL INCLUDE PUMP, MOTOR, COLUMN PIPE, CASING, FITTINGS, AND ALL ITEMS NOT MENTIONED BUT NECESSARY TO COMPLETE									No Bid	
WATER WELL SUB-TOTAL:					\$416,684.00		\$416,684.00		\$662,200.00		No Bid		
WATER WELL NO. 24 - GROUND STORAGE TANK/PUMP BUILDING													
B-1	1	LS	84,000 GALLON GALVANIZED BOLTED STEEL GROUND STORAGE TANK PIPING, FITTINGS, ACCESSORIES, LEVEL CONTROLS, AND ALL ITEMS NOT MENTIONED BUT NECESSARY TO COMPLETE									\$90,000.00	
B-2	1	LS	PUMP HOUSE STRUCTURE (CMU W/ CONC ROOF)									\$58,000.00	
B-3	1	LS	PUMP HOUSE PUMPS, MOTORS, ELECTRICAL, CONTROLS, FITTING, BASE, PIPE SUPPORTS, AND ALL ITEMS NOT MENTIONED BUT NECESSARY TO COMPLETE									\$180,000.00	
GROUND STORAGE TANK/PUMP BUILDING SUB-TOTAL:					\$322,539.00		\$322,539.00		\$318,103.00		\$318,103.00		
ADDITIVE/DEDUCTIVE ALTERNATIVE NO. 1													
B-1	1	LS	PUMP HOUSE STRUCTURE (METAL BUILDING) IN LIEU OF CMU BUILDING (ITEM A-3)									(\$18,103.00)	(\$15,500.00)
ADDITIVE/DEDUCTIVE ALTERNATIVE NO. 1 SUB-TOTAL:							(\$18,103.00)		(\$18,103.00)		(\$15,500.00)		
ADDITIVE ALTERNATIVE NO. 2													
C-3	1	LS	PUMP HOUSE STRUCTURE (WOOD BUILDING) IN LIEU OF CMU BUILDING (BID ITEM A-3)									(\$13,604.00)	(\$15,500.00)
ADDITIVE ALTERNATIVE NO. 2 SUB-TOTAL:							(\$13,604.00)		(\$13,604.00)		(\$15,500.00)		
BID SUMMARY													
WATER WELL - TOTAL - BID SCHEDULE A - BASE BID					\$416,684.00		\$416,684.00		\$662,200.00		No Bid		
GROUND STORAGE TANK/PUMP BUILDING - TOTAL - BID SCHEDULE B					\$322,539.00		\$322,539.00		\$318,103.00		\$318,103.00		
TOTAL BASE BID + ADDITIVE/DEDUCTIVE ALTERNATIVE NO. 1 (BASE BID B)					\$304,436.00		\$304,436.00		\$299,897.00		\$217,500.00		
TOTAL BASE BID + ADDITIVE/DEDUCTIVE ALTERNATIVE NO. 2 (BASE BID B)					\$308,935.00		\$308,935.00		\$304,396.00		\$217,500.00		

→ 48,000
→ 110,000
42,000 -
(Extra pump)
\$ 200,000

* DENOTES ERROR IN BID

Denotes low bidder on Bid Schedule A - Water Well
Denotes low bidder on Bid Schedule B - GST/Pump House

PRELIMINARY BUDGET ANALYSIS

Kingsville Pumphouse Restoration	
Hard Costs:	
Building Restoration Cost: 1,350s.f. (30' 45') at \$130/gsf =	\$175,500
Site Development/utilities	\$20,500
Construction cost	\$196,000
Soft Costs:	
Landscaping allowance	\$5,000
Asbestos remediation	\$5,000
Fees, testing and supervision	\$20,000
Contingency	\$20,000
Recommended Project Budget	\$246,000



Ferrell/Brown & Associates, Inc. - Architects
01-30-2012

CITY OF KINGSVILLE
CAPITAL PROJECTS SCHEDULE
FY11 SURPLUS FUNDS - FUND BALANCE

Agenda Item #	Date of Commission Meeting	GL Account #	Department	Project	FUND 091 General Fund Amount	FUND 054 Utility Fund Amount	Amount Available for Total Projects
Total of FY11 Surplus					1,530,216.00		\$ 1,530,216.00
				Deduct: Adjustment FY11 Surplus-FY11 Ambulance Billing correction	(137,726.00)		(137,726.00)
				Add: Adjustment FY11 Surplus-FY11 Property Taxes correction	43,260.00		43,260.00
				Add: Tentative Arbitrage Contingent Liability Savings	3,453.00	99,803.00	103,256.00
				Add: FY11 Inventory Adjustment (Note E)	(49,753.00)	56,735.00	6,982.00
				Add: Funding from Fund 062 CO 2005		50,000.00	50,000.00
				Add: Funding from Fund 054 Fund Balance		12,987.00	12,987.00
				Adjusted Total Funding Sources	1,389,450.00	219,525.00	1,608,975.00

#1 18

10	02/13/2012	091-5-101.0-314.00	City Manager	City Match for Certified Local Government (CLG) app	6,250.00		
15	02/13/2012	091-5-170.1-591.00	PW - Solid Waste	Recycling Center/Community Appearance - fence slats	1,500.00		
15	02/13/2012	091-5-170.1-591.00	PW - Solid Waste	Recycling Center/Community Appearance - exterior repairs	11,750.00		
15	02/13/2012	091-5-170.1-591.00	PW - Solid Waste	Recycling Center/Community Appearance - landscaping	3,500.00		
13	02/13/2012	091-5-210.0-212.00	Police	Body armor replacement	80,453.00		
12	02/13/2012	091-5-210.0-511.00	Police	Building repairs	17,000.00		
14	02/13/2012	091-5-210.0-511.00	Police	Beautification project	36,445.00		
11	02/13/2012	091-5-220.0-226.00	Fire	2 laptops	4,616.00		
11	02/13/2012	091-5-220.0-712.00	Fire	2 power stretchers	17,591.00		
17	02/13/2012	091-5-301.0-217.00	Engineering	GIS equipment and server - GPS units	2,200.00	2,200.00	
17	02/13/2012	091-5-301.0-314.00	Engineering	GIS equipment and server - GIS software installation	2,500.00	2,500.00	
17	02/13/2012	091-5-301.0-726.00	Engineering	GIS equipment and server - GIS software	3,825.00	3,825.00	
16	02/13/2012	091-5-305.0-521.01	PW - Street	Street repaving - Ailsie	11,000.00	11,000.00	
16	02/13/2012	091-5-305.0-521.02	PW - Street	Street repaving - Armstrong	269,378.00		
				Total of Projects Presented at 2/13/12	(705,778.00)	(19,525.00)	(725,303.00)

#2 25

9	02/27/2012	091-4-000-720.30	Revenue	Donations - KCVB	6,250.00		
	03/08/2012	091-4-000-394.00	Revenue	Intergovernmental Revenue - Kleberg County	1,750.00		
				Total Additional Revenue	8,000.00		8,000.00
9	02/27/2012	091-5-101.0-314.00	City Manager	KCVB Match for Certified Local Government (CLG) app	6,250.00		
14	02/27/2012	091-5-301.0-314.00	Engineering	Kleberg Ave engineering design-\$30K for TAMUK assistance	29,825.00		
15	02/27/2012	001-5-220.0-212.00	Fire	Bunker gear (Note B)	45,971.00		
16	02/27/2012	001-5-440.0-712.00	Health	Scag mower (Note B and Note D)	3,500.00		
				Total of Projects Presented at 2/27/12	(85,546.00)		(85,546.00)

CITY OF KINGSVILLE
CAPITAL PROJECTS SCHEDULE
FY11 SURPLUS FUNDS - FUND BALANCE

Agenda Item #	Date of Commission Meeting	GL Account #	Department	Project	FUND 091 General Fund Amount	FUND 054 Utility Fund Amount	Amount Available for Total Projects
#3	19						
	16	03/08/2012	091-5-160.1-314.00	Development Services			
	18	03/08/2012	091-5-160.3-591.00	Development Services			
				City contribution for KKB landscaping at Yoakum St.	10,000.00		
				Dumpster enclosure pilot program (Note D)	24,850.00		
				Total of Projects Presented at 3/08/12	(34,850.00)		(34,850.00)
#4	25						
	24	03/26/2012	091-5-160.1-591.00	Development Services			
	22	03/26/2012	091-5-170.2-711.00	PW - Sanitation			
	22	03/26/2012	091-5-170.2-711.00	PW - Sanitation			
	22	03/26/2012	091-5-303.0-711.00	PW - Garage			
	22	03/26/2012	091-5-303.0-711.00	PW - Street			
	23	03/26/2012	091-5-305.0-711.00	PW - Service Center			
	14	03/26/2012	091-5-302.0-713.00	PW - Service Center			
	15	03/26/2012	091-5-302.0-591.00	PW - Service Center			
	16	03/26/2012	091-5-302.0-217.00	PW - Service Center			
	17	03/26/2012	091-5-302.0-591.00	PW - Service Center			
	18	03/26/2012	091-5-302.0-591.00	PW - Service Center			
	19	03/26/2012	091-5-302.0-591.00	PW - Service Center			
	20	03/26/2012	091-5-170.1-591.00	PW - Recycling Center			
	21	03/26/2012	091-5-170.1-591.00	PW - Recycling Center			
				Corridor landscaping pilot program (Note D)	47,432.00		
				Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00		
				Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00		
				Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00		
				Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00		
				Public Works 1/2 ton Utility Truck incl light bars, etc. (Note B)	33,616.00		
				Public Works yard - welding shed (Note D)	23,080.00		
				Public Works yard - auto gate opener (Note D)	5,490.00		
				Public Works yard - pressure washer (Note D)	4,919.00		
				Public Works yard - catwalk (Note D)	4,620.00		
				Public Works yard - gas pump canopy (Note D)	28,519.00		
				Public Works yard - fence slats (Note D)	8,440.00		
				Fence slats, additional amount from original amount (Note D)	500.00		
				Fence enclosure for after-hours recycling (Note B)	3,270.00		
				Total of Projects Presented at 3/26/12	(231,886.00)		(231,886.00)
#5	10						
	9	04/09/2012	091-5-180.1-726.00	Purchasing/Finance			
				Upgrade time "clock" and attendance management system	67,408.00		
				Total of Projects Presented at 4/09/12	(67,408.00)		(67,408.00)
#6	6 & 11						
	5	04/23/2012	091-5-450.0-591.00	Parks			
	10	04/23/2012	054-5-600.2-720.19	PW-Water Production			
				Brookshire Pool renovations (Note B)	5,000.00		
				Water Well #19 pump house rehab (Note A)	200,000.00		
				Total of Projects Presented at 4/23/12	(5,000.00)	(200,000.00)	(5,000.00)
				Total Remaining Net Surplus	266,982.00	-	466,982.00

CITY OF KINGSVILLE
CAPITAL PROJECTS SCHEDULE
FY11 SURPLUS FUNDS - FUND BALANCE

Agenda Item #	Date of Commission Meeting	GL Account #	Department	Project	FUND 091 General Fund Amount	FUND 054 Utility Fund Amount	Amount Available for Total Projects
Total Remaining Net Surplus					266,982.00	-	466,982.00
Other Projects to be Considered							
N/A	N/A	TBD	City Manager	Other Possible Projects			
N/A	N/A	TBD	City Manager	City Match for Post Office Lot Upgrade	30,000.00		
N/A	N/A	TBD	City Manager	HEB Canopy Relocation, Installation & Site Development	23,500.00		
N/A	N/A	TBD	Fire - Volunteer	Way finding	30,000.00		
N/A	N/A	TBD	Library	City Match for new garage bay adjacent to existing fire station	20,000.00		
N/A	N/A	TBD	PW - Street	Fix longstanding plumbing and A/C problems	56,040.00		
N/A	N/A	TBD		Parking lot 7th & Yoakum	60,000.00		
Total of Other Possible Projects					(219,540.00)	-	(219,540.00)
Net Total FY2011 Surplus (Deficit)					47,442.00	-	247,442.00

Note A: Research Pending - (1) rolling stock/equipment replacement reserve, (2) technology equipment replacement reserve, and (3) the cost to rehab the existing and/or build a new pump house for Water Well #19.

Note B: Projects Added - (1) Fire bunker gear (\$45,971) and (2) Health Dept. Scag lawnmower repairs (\$3,500-1/2 paid by County and 1/2 paid by City). These are supplemental projects requested after the 1/23/12 workshop communicated to the City Commission in an e-mail dated 2/1/12.

Purchase of 4 1/2 ton pick up trucks and 1 utility truck for a total of \$106,000 for Public Works departments and the Recycling Center fence enclosure for after-hours recycling (\$3,270) requested on an email dated 2/14/12. Parks Dept. request from the City for 1/4 of the Brookshire Pool renovations.

Note C: Projects Removed - (1) Honorary alternative naming of 6th Street (\$10,000), (2) Human Resources Information System (HRIS) personnel management (\$34,354), and (3) Exterior repairs to Recycling Center which was double counted (\$19,780), (4) Recycling Center bailer (\$90,000).

Note D: Project Cost Changes - (1) lower dumpster enclosure pilot program from \$60,000 to \$24,850 (\$35,150), (2) lower corridor landscaping pilot program from \$60,000 to \$47,432 (\$12,568), (3) Health Dept. Scag mower from \$10,710 (new) to \$3,500 (repair existing one) (\$7,210) and (4) lower Public Works projects of the welding shed, auto gate opener, pressure washer, catwalk, gas pump canopy, and fence slats for a total of \$82,210 (\$12,090) and (5) additional amount for the fence slats at the Recycling Center from #1 above, since the quote was \$2,000. Lower time clock and attendance management system for a total of \$67,408 (\$12,592).

Note E: The inventory adjustment is due to a physical year-end inventory taken September 30, 2011, in connection with year end audit.

AGENDA ITEM #4

ORDINANCE NO.2012-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 5, TRAFFIC SCHEDULES, TEMPORARILY SETTING A CONSTRUCTION SPEED ZONE OF 55 MILES PER HOUR TO BE IN EFFECT WHEN SIGNS ARE DISPLAYED WITHIN THE CONSTRUCTION PROJECT ON US HIGHWAY 77, FROM 4,300 FEET NORTH OF CAESAR AVENUE TO 8,500 FEET SOUTH OF CAESAR AVENUE, WITH THE COMPLETION AND/OR ACCEPTANCE OF EACH PROJECT CANCELLING THE PROVISIONS OF THIS ORDINANCE AND CAUSING THE REMOVAL OF ANY REMAINING CONSTRUCTION SPEED ZONE SIGNS; PROVIDING FOR APPROPRIATE PENALTIES, FINES, AND FEES REGARDING THE REGULATION THEREOF; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the Texas Department of Transportation (TXDOT) has a project on US Highway 77 to build a diamond interchange at Caesar Avenue in Kingsville and has requested a temporary construction speed zone to reduce the speed limit from 65 mph to 55 mph within the construction zone, which is 4,300 feet north of Caesar Avenue to 8,500 feet south of Caesar Avenue, during the construction phase of the project.

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 Schedule I of Article 5: Traffic Schedules of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be temporarily amended to read as follows:

§ 7-5 SCHEDULE I: SPEED LIMITS.

...

(B) U.S. and State Highways.

A temporary construction speed zone of 55 miles per hour is to be in effect when signs are displayed within the construction project on US Highway 77 from 4,300 feet north of Caesar Avenue to 8,500 feet south of Caesar Avenue, with the completion and/or acceptance of each project cancelling the provisions of this ordinance and causing the removal of any remaining construction speed zone signs.

...

Penalty, see §1-1-99.

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 NOT be codified, but will become effective on and after adoption and publication as required by law.

INTRODUCED on this the 23rd day of April, 2012.

PASSED AND APPROVED on this the ____th day of May, 2012.

Sam R. Fugate, Mayor

ATTEST:

Edna S. Lopez, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Engineering Department

361-595-8007
361-595-8035 Fax

DATE: April 13, 2012
TO: City Commission through City Manager
FROM: Naim Khan, Director of Public Works/City Engineer

SUBJECT: Reduced Speed limit on US 77 during Caesar overpass Construction

SUMMARY

This item authorizes TxDOT to impose construction speed limit at the vicinity of construction area during the Caesar overpass construction on US 77.

BACKGROUND

TxDOT has a project on US 77 to build a diamond interchange at Caesar Avenue in Kingsville. They feel that a construction speed zone to reduce the speed limit from 65 mph to 55 mph would be beneficial. TxDOT is requesting the City Commission to pass an ordinance to establish such a speed zone. A construction speed zone of 55 mph will be in effect when signs are displayed within the construction project on US Highway 77, from 4,300 feet north of Caesar Ave to 8,500 feet south of Caesar Ave. The completion and/or acceptance of each project shall cancel the provision of this minute order applying to said project and any remaining construction speed zone signs shall be removed.

RECOMMENDATION

The staffs recommend proceeding with the approval of reduced speed limit in the area as described above.

FINANCIAL IMPACT

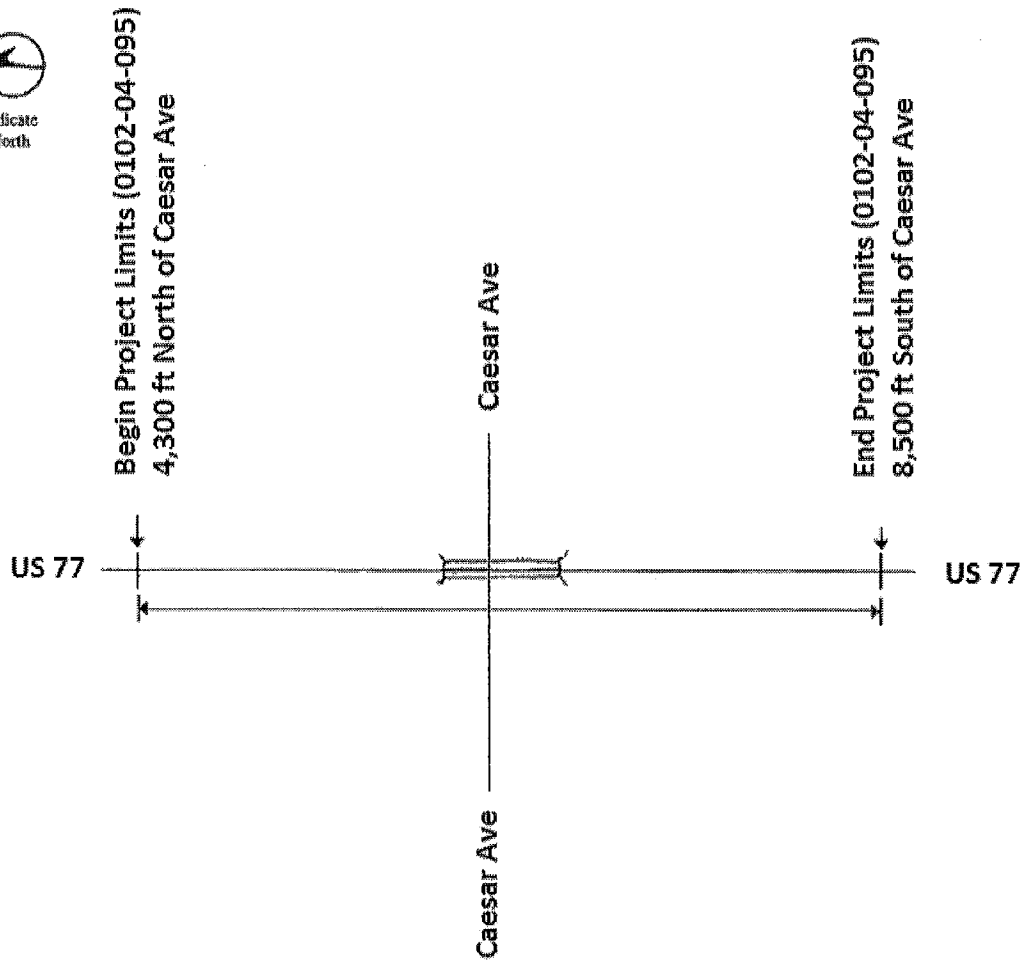
No financial impact at this time.

Approved

Vincent Capell, City Manager



Indicate
North



AGENDA ITEM #5

RESOLUTION #2012-_____

A RESOLUTION AUTHORIZING PARTICIPATION IN LOCAL BORDER SECURITY PROGRAM FY2012 WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY FOR LAW ENFORCEMENT PERSONNEL OVERTIME AND OPERATIONAL COSTS; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Local Border Security Program FY2012 has funding to provide additional manpower by local law enforcement agencies for state led border security enhancement operations for improved border security via a grant to local law enforcement agencies for payment of overtime and operational costs for local law enforcement officers (commissioned peace officers); and

WHEREAS, the Texas Department of Public Safety is providing grants through funding from Local Border Security Program FY2012; and

WHEREAS, the City of Kingsville has previously applied for similar grants for the reimbursement of overtime for law enforcement personnel and operational costs that will assist with improved border security through enhanced patrolling of the roadways through our city, especially US 77.

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

I.

THAT the City authorize the Kingsville Police Department through the Chief of Police to participate in Local Border Security Program FY2012 and to seek reimbursement for the allowed expenses of law enforcement personnel overtime and operational costs necessary to assist with improved border security in our area in conformance with this program.

II.

THAT the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to Local Border Security Program FY2012 including any certifications, amendments or representations stipulated therein and that the Chief of Police will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program.

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 14th day of May, 2012.

Sam R. Fugate, Mayor

ATTEST:

Edna Lopez, City Secretary

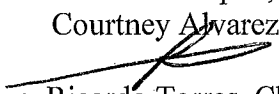
APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**KINGSVILLE POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

May 4, 2012

TO : Vincent J. Capell, City Manager
Courtney Alvarez, City Attorney

FROM :  Ricardo Torres, Chief of Police

SUBJECT : Local Border Security Program FY2012 (LBSP-12)

The Local Border Security Program FY2012 (LBSP-12), hereinafter referred to as LBSP-12, is funded by House Bill 1 Article V Rider 41 of the General Appropriations Act for fiscal year ending August 31, 2013 to provide additional manpower by local law enforcement agencies for state led border security enhanced operations for improved border security. Using these funds, the Texas Department of Public Safety provides grants to local law enforcement agencies for payment of **overtime and operational costs** for local law enforcement officers (commissioned peace officers).

The Texas Legislature has appropriated funds for **overtime and operational costs** for increased patrol and investigative capacity for certified peace officers. It further directed that the Department of Public Safety's Overtime Policy should be used to define overtime. Certain operational costs incurred as part of these overtime patrols and investigations, such as fuel/mileage and additional cost for minor emergency repairs may also be funded.

The LBSP-12 is a **reimbursement program of actual costs for eligible activities**. Advances may be provided to supply sufficient funds to the participant to perform the eligible program activities during the specified period.

Eligibility for the LBSP- 2012

- a. Who may apply?
 - 1) Units of local government
- b. All participants must submit a completed LBSP-12 Application (Form A-1) to The Texas Ranger Division. The application must include all required attachments.
- c. Participants will be considered for elimination from the LBSP-12 if any of these listed failures constitute grounds for the Department to terminate the grantee's participation.
 - 1) Fail to submit required financial and program reports by due dates;
 - 2) Fail to participate in operational meetings; or
 - 3) Fail to comply with the grant guidelines.

3. Background

The State of Texas has an urgent security challenge caused by the increased threat from organized crime, terrorism, and their allies that is exacerbated by the continued flow of illegal immigrants. These security challenges require a unified strategy to provide the State of Texas with a framework to respond. These threats will continue to threaten the security of Texas and the United States for the foreseeable future. Organized criminal, drug trafficking, and illegal immigration activities originating and transiting from Mexico to the United States and Texas will continue until the air, land, and sea transit areas are secured. These criminal elements also use these air, land, and sea transit areas and routes from the United States and Texas to Mexico for the movement of funds, weapons, and stolen vehicles. LBSP 2 Criminal activities, including drugs and human smuggling, are extensive in the border regions and within the transportation corridors from the borders to major metropolitan areas. Relatively small groups of substantially financed illegal immigrants or potential terrorist often can infiltrate the United States and adversely impact population centers, critical infrastructure, and citizens.

4. Goal

The State of Texas will facilitate the conduct of sustained interagency law enforcement operations from *May 1, 2012 through August 31, 2013* to dominate the Texas-Mexico Border area at points and times of its choosing and thereby deny criminal actions therein; provide a safe and secure environment where Texas citizens can prosper; contribute to the reduction of potential acts of terror within Texas and the United States; and promote regional stability.

5. Community Plan

Enforcing the security of the U.S. border remains primarily the responsibility of the federal government; however, there is a legal requirement for state and local governments to ensure the safety and security of citizens living within the border area and beyond.

The State of Texas will provide the resources for the LBSP-12 to reduce border-related crime and thereby assure the security and quality of life for Texas citizens. As such, LBSP-12 operations will capitalize on interagency information sharing initiatives; facilitate informed interagency decisions regarding where and when to enhance local law enforcement patrols to deter criminal activities; and facilitate directed interagency actions to interdict criminal activity if deterrence fails.

The LBSP-12 is a commitment to border security. Operations will be continuous and relentless in their approach. The program will aim at dominating the Texas-Mexico border through the enforcement of the rule of law and thereby deny criminals and their organizations the ability to act.

In the spirit of developing enduring interagency partnerships, LBSP-12 operations will manifest local, state, tribal, and federal commitments to a unified effort. Enabling these unified efforts are Unified Commands established within each sector throughout the border area. Unified Commands provide the venue for interagency information sharing and decision-making within the six distinct sectors along the Texas border area as shown

in figure 1. Unified Commands will seek optimal solutions regarding sharing and commitment of interagency law enforcement resources. Each Unified Command will take steps to ensure its interagency members' awareness and understanding of situations within the affected respective sector area. As situations dictate, Unified Command members will decide issues regarding re-direction

We would request that this item be placed on the next available agenda of the City of Kingsville Commission for consideration and approve application and acceptance of funds to cover overtime and operational costs as provided for in this grant. We would also ask that a resolution be presented as well.

Thank you for your assistance regarding this matter.



LOCAL BORDER SECURITY PROGRAM GUIDE

FY 2012 (LBSP- 12)

Texas Ranger Division

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ACRONYMS

AAR	After Action Report
BIAR	Border Incident Activity Report
BSOC	Border Security Operations Center
BTF	Budget Tracking Form
DAL	Daily Lay-Down Report
DHS	Department of Homeland Security
DIF	Daily Input Form
SOW	Statement of Work
JOIC	Joint Operations and Information Center
LBSP- 12	Local Border Security Program FY 2012
UC	Unified Command
USBP	United States Border Patrol

SECTION 1

INTRODUCTION

1. What is the Local Border Security Program FY 2012 (LBSP-12)

- a. The Local Border Security Program FY2012 (LBSP-12), hereinafter referred to as LBSP-12, is funded by House Bill 1 Article V Rider 41 of the General Appropriations Act for fiscal year ending August 31, 2013 *to provide additional manpower by local law enforcement agencies for state led border security enhanced operations for improved border security. Using these funds, the Texas Department of Public Safety provides grants to local law enforcement agencies for payment of **overtime and operational costs** for local law enforcement officers (commissioned peace officers).*
- b. *The Texas Legislature has appropriated funds for **overtime and operational costs** for increased patrol and investigative capacity for certified peace officers. It further directed that the Department of Public Safety's Overtime Policy should be used to define overtime. Certain operational costs incurred as part of these overtime patrols and investigations, such as fuel/mileage and additional cost for minor emergency repairs may also be funded.*
- c. The LBSP-12 is a **reimbursement program of actual costs for eligible activities**. Advances may be provided to supply sufficient funds to the participant to perform the eligible program activities during the specified period.

2. Eligibility for the LBSP- 2012

- a. Who may apply?
 - 1) Units of local government
- b. All participants must submit a completed LBSP-12 Application (Form A-1) to The Texas Ranger Division. The application must include all required attachments.
- c. Participants will be considered for elimination from the LBSP-12 if any of these listed failures constitute grounds for the Department to terminate the grantee's participation.
 - 1) Fail to submit required financial and program reports by due dates;
 - 2) Fail to participate in operational meetings; or
 - 3) Fail to comply with the grant guidelines.

3. Background

The State of Texas has an urgent security challenge caused by the increased threat from organized crime, terrorism, and their allies that is exacerbated by the continued flow of illegal immigrants. These security challenges require a unified strategy to provide the State of Texas with a framework to respond. These threats will continue to threaten the security of Texas and the United States for the foreseeable future. Organized criminal, drug trafficking, and illegal immigration activities originating and transiting from Mexico to the United States and Texas will continue until the air, land, and sea transit areas are secured. These criminal elements also use these air, land, and sea transit areas and routes from the United States and Texas to Mexico for the movement of funds, weapons, and stolen vehicles.

Criminal activities, including drugs and human smuggling, are extensive in the border regions and within the transportation corridors from the borders to major metropolitan areas. Relatively small groups of substantially financed illegal immigrants or potential terrorist often can infiltrate the United States and adversely impact population centers, critical infrastructure, and citizens.

4. Goal

The State of Texas will facilitate the conduct of sustained interagency law enforcement operations from **May 1, 2012 through August 31, 2013** to dominate the Texas-Mexico Border area at points and times of its choosing and thereby deny criminal actions therein; provide a safe and secure environment where Texas citizens can prosper; contribute to the reduction of potential acts of terror within Texas and the United States; and promote regional stability.

5. Community Plan

Enforcing the security of the U.S. border remains primarily the responsibility of the federal government; however, there is a legal requirement for state and local governments to ensure the safety and security of citizens living within the border area and beyond.

The State of Texas will provide the resources for the LBSP-12 to reduce border-related crime and thereby assure the security and quality of life for Texas citizens. As such, LBSP-12 operations will capitalize on interagency information sharing initiatives; facilitate informed interagency decisions regarding where and when to enhance local law enforcement patrols to deter criminal activities; and facilitate directed interagency actions to interdict criminal activity if deterrence fails.

The LBSP-12 is a commitment to border security. Operations will be continuous and relentless in their approach. The program will aim at dominating the Texas-Mexico border through the enforcement of the rule of law and thereby deny criminals and their organizations the ability to act.

In the spirit of developing enduring interagency partnerships, LBSP-12 operations will manifest local, state, tribal, and federal commitments to a unified effort. Enabling these unified efforts are Unified Commands established within each sector throughout the border area. Unified Commands provide the venue for interagency information sharing and decision-making within the six distinct sectors along the Texas border area as shown in figure 1. Unified Commands will seek optimal solutions regarding sharing and commitment of interagency law enforcement resources. Each Unified Command will take steps to ensure its interagency members' awareness and understanding of situations within the affected respective sector area. As situations dictate, Unified Command members will decide issues regarding re-direction of available – or request augmenting – law enforcement resources to dominate the border area.

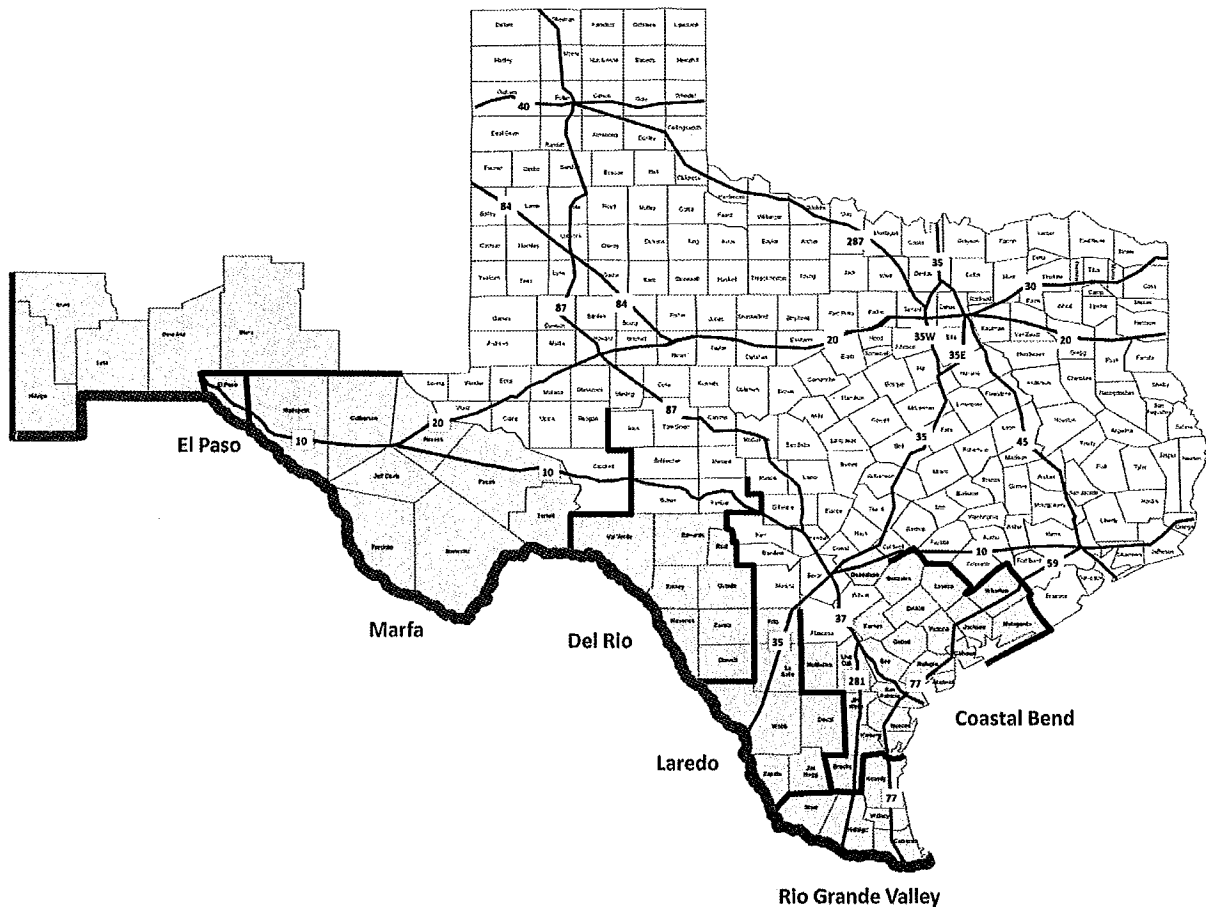


Figure 1 - The six sectors within the border area.

Each of the six Unified Commands (UC) shown above is supported by a Joint Operations and Information Center (JOIC) that promotes inter-agency communication and information sharing; analyzes situational developments; proffers recommendations for decision, as necessary; and coordinates actions directed through consensus of the Unified Command. Each JOIC serves as a clearinghouse for data collection and dissemination, receives, aggregates, and electronically files Border Incident and Assessment Reports (BIAR) in the TxMap System, prepares and disseminates a Daily Summary of operations activities and results, leads Unified Command teleconferences, prepares and disseminates periodic operational assessments, and develops options and recommendations for consideration by the UC.

The Texas Border Security Operations Center (BSOC) was a relatively new concept when it was developed in 2006. The purpose of the BSOC is to coordinate Texas state agency participation in border security operations and thereby increase security, reduce crime, and reduce the potential for terrorism along the Texas-Mexico border area from Brownsville to El Paso.

6. Project Objectives

The State of Texas will assist in the execution of coordinated border security operations and facilitate the conduct of sustained interagency law enforcement activities in conjunction with Federal, Local and Tribal agencies to disrupt, deter, interdict, and thereby dominate criminal activity associated with the movement—northbound and southbound—of illicit traffic through the Texas border region and throughout Texas in order to reduce border-related crime, contribute to

the reduction of potential acts of terror within Texas and the United States, and increase the security and quality of life of Texans in order to:

- Increase the effectiveness and impact of Steady State and surge operations.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Continue to exercise and integrate air-ground team operations to include TMF aviation, CBP Air and Marine, DPS Aircraft Section, and USCG aviation support.
- Based upon intelligence and analysis, increase the effectiveness of directed action missions to ensure they target against and are conducted in high pay off areas.
- Increase the number and quality of analytical intelligence products developed at Unified Command and State levels.
- Increase intelligence based operations at Unified Command level through integration of TxMAP, sector specific information, and employment of intelligence analysts.

7. Project Summary

- a. Federal, state, tribal, and local law enforcement agencies will commit to LBSP-12 operations. The most critical factor to the success of this operation is the availability of qualified local law enforcement officers. Small populations and tax bases within most county jurisdictions along the border cannot support sufficiently large contingents of law enforcement officers from the effects of narcotics smuggling and human trafficking. Accordingly, the State of Texas is providing resources for local law enforcement agencies to periodically enhance patrol activities by employing augmenting capabilities under local direction and control. The manner in which local law enforcement augmentation is arranged is left to the initiative of local law enforcement agencies.

SECTION 2

PROGRAM GUIDANCE AND REQUIREMENTS

1. PERFORMANCE

GRANTEES must participate in the required performance activities. See Part A of this section.

2. INFORMATIONAL REPORTING

GRANTEES must submit informational reports by the required due dates. See Part B of this section.

3. FINANCIAL INFORMATION

GRANTEES must submit financial reports by the required due dates. See Part C of this section.

4. NON-COMPLIANCE

Failure to comply with program requirements may cause funds to be withheld and/or suspension or termination of the grant.

5. GOVERNING LAW

This grant program is subject to the laws and jurisdiction of the State of Texas and shall be construed and interpreted accordingly.

6. COMPLIANCE WITH LAW

The Grantee understands and agrees that it will comply with all local, Texas, and federal laws, statutes, codes, ordinances, rules and regulations, and with the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of any LBSP-12 grant award.

7. LIABILITY

- a. Each party to an LBSP-12 award agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, officers, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent authorized by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
- b. Pursuant to Section 421.062 of the Texas Government Code and to the extent it applies, the parties are not responsible for any civil liability that arises from furnishing a service related to a homeland security activity, as defined by Section 421.001 of the Texas Government Code, while acting under an LBSP- 12 award.

- c. Each party may participate in the defense of a claim or suit related to the subject matter of an LBSP- 12 award, but no costs or expenses shall be incurred for any party by the other party without written consent.
- d. It is the agreement of the parties that any litigation involving the parties to an LBSP – 12 awards may not be compromised or settled without the express consent of the Texas Department of Public Safety unless such litigation does not name the Texas Department of Public Safety as a party.

8. SEVERABILITY

If any provision of an LBSP-12 award or the application of any provision to any party or circumstance is held by a final judgment or order of a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision shall be fully severable. An executed LBSP-12 award shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance there from.

9. MULTIPLE COUNTERPARTS

An LBSP-12 award may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitutes collectively, one Agreement. But, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

10. AUDIT

The Texas Department of Public Safety reserves the right to audit the Grantee's records and documents regarding compliance with any award or sub-award funded under this program. These audits may be unannounced and at any given point in time. The grantee is also subject to audit by any other department or agency, including federal agencies, responsible for determining that the parties have complied with the applicable laws. The State Auditor may conduct an audit or investigation of any entity receiving funds from the State of Texas directly under this grant program or indirectly through a sub-award under this grant program. Acceptance of funds directly under this program or indirectly through a sub-award under this program 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. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

11. RECORDS RETENTION

The Grantee shall keep all operational and financial records and documents regarding this grant for the term of the grant and for four (4) years after the termination of the grant.

12. NON-INCORPORATION CLAUSE

The Notice of Award together with the LBSP-12 Guide and an approved LBSP-12 Application constitute the entire agreement between the parties with regard to the matters made the subject of an LBSP-12 grant. There are no verbal representations, inducements, or agreements between the parties. No rights or obligations shall be implied.

13. NO JOINT ENTERPRISE

The Texas Department of Public Safety is associated with the Grantee only for the purposes and to the extent set forth herein, and with respect to the performance hereunder, the Grantee is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Texas Department of Public Safety whatsoever with respect to the indebtedness, liabilities, and obligations of the Grantee or any other party.

14. TERMINATION

- a. Either party, upon thirty days written notice to the other party, may terminate an LBSP-12 award prior to the date specified on the Notice of Award.
- b. Either party may terminate an LBSP-12 award if the other party neglects or fails to perform or observe any of its material obligations herein, and such default continues for thirty (30) days following receipt of written notice of such default.
- c. Notwithstanding any other award provisions, the parties hereto understand and agree that the obligations of the Texas Department of Public Safety under an LBSP-12 award are contingent upon the availability of state appropriated funding to meet the Texas Department of Public Safety liabilities hereunder. If these funds become unavailable to the Texas Department of Public Safety, the Texas Department of Public Safety may immediately terminate this Agreement without penalty to, or any liability whatsoever on the part of the Texas Department of Public Safety or the State of Texas.

PART A – PERFORMANCE REQUIREMENTS

1. The law enforcement agencies that are participating in these operations are expected to complete the following activities:
 - a. Conduct steady state operations and respond to calls for service.
 - b. Conduct enhanced law enforcement patrolling activities.
 - c. Within jurisdictions or cross jurisdiction lines as required:
 - 1) Interdict;
 - 2) Conduct surveillance;
 - 3) Investigate; and,
 - 4) Collect and disseminate information.
 - d. Recognize and react to information/intelligence to adjust times and locations of enhanced patrol activities.
 - e. Report significant events that occur during each 24-hour period.
 - f. Identify significant trends or areas of interest that may be developed into focus areas for future operations.
 - g. Integrate air, ground, marine, and remote operations.
 - h. Plan for implementation of inclement weather operating procedures as coordinated with all participating agencies.
 - i. Participate in operational planning and coordination meetings, information/intelligence sharing meetings, and After Action Reviews (AARs) established by the Joint Operations and Information Centers (JOIC).
 - j. Submit all required reports.
 - k. Participate weekly on the JOIC conference calls.

PART B – INFORMATIONAL REPORTING REQUIREMENTS

1. The law enforcement agencies are required to submit the following reports. Contact the Border Security Operations Center (BSOC) regarding questions in completing the forms. See Section 5 for blank forms and Section 7 for examples of completed forms.
 - a. Participant Incident and Information Reporting. The Border Incident and Assessment Report (BIAR) is the primary incident and information-reporting tool for all participants in LBSP-12 operations. As such it is the fundamental source for the common operating picture that drives the success of joint and interagency operations. Participants will ensure each incident BIAR is as complete as possible in answering Who, What, Where, When, Why, How, How Much, and the officer's reason for suspicion. Participants will also report with BIAR any information from interviews of detained persons, to satisfy or partially satisfy LBSP-12 or *Texas Homeland Security Operational Information Requirements*, as published. The *Texas Homeland Security Operational Information Requirements* are available through the BSOC.
 - 1) Participants will ensure all BIARs conform to the respective standards outlined in the *Operational Reporting Standards* published separately. These standards are available through the JOIC's and BSOC.
 - 2) Participating organizations will report via BIAR known or suspected computer / network penetration attempts involving any information system used to transmit or store information concerning LBSP-12 operations.
 - 3) Participants will email, fax, or hand deliver all BIARs to their supporting JOIC as soon as possible, but **not later than 9:00 AM daily following each reporting period**. Participants will relay critical or time-sensitive incident information to their JOIC via telephone, radio, or other rapid means, then follow up by a BIAR.

Participant Reporting Requirements

All participants who receive BORDER STAR funding are required to provide Border Incident Assessment Reports (BIAR) for the duration of the operation (until the grant period ends). It is understood that some participants will spend grant funding faster than others; however, regardless of how quickly the BORDER STAR grant funds are expended, **reporting and participation is still required from all participants until the grant period ends**. Participants are also required to participate in scheduled Unified Command (UC) teleconferences. *If two (2) conference calls are missed within the grant period of performance your grant funds will be terminated. Participation on these conference calls is essential and if inactive participation is reported by the JOIC; grant funds will be terminated. Failure to perform the above stated requirements will also be taken into consideration when future grant funds are awarded.*

The Chart below shows the required report and teleconference for Operation BORDER STAR (OBS) that pertains to law enforcement agencies who are participating in the operation.

Type	Creator	Send To:	Schedule	Status
BIAR	LEA Participants	JOIC	ASAP, but not later than (NLT) 9 AM daily	Required
JOIC Teleconference	UC	UC	Weekly, date and time as agreed by the UC	Required

PART C – FINANCIAL INFORMATION AND REQUIREMENTS

1. Eligible Activities and Costs

Grant funds may be used in accordance with the following activities in the deployment of border security initiatives as approved by the Texas Department of Public Safety.

a. Project Overtime.

- 1) Project Overtime, for the purposes of this grant, is defined as the time an employee works on this project in excess of the normal duty periods, as defined by the grantees overtime policy. Overtime must be worked to increase patrol and or in an investigative capacity. Paid leave (i.e. sick, vacation, holiday, compensatory time) may be considered regular duty, but may not be considered as overtime. The financial reporting period will coincide with the Grantee's payroll period.
 - a) The project overtime rate shall be one-and-one-half (1.5) times the employee's regular hourly rate of pay. Fringe Benefit expenses related to project overtime is eligible for reimbursement. Fringe rates should be consistent per jurisdiction. (Fringe rate consists of FICA and retirement)
 - b) The grant will not reimburse more than 16 hours of OT on any given 24 hour period. (i.e. if the participating officer normally works a 10 hour shift the participating officer cannot claim on any day more than 6 hours OT for a total of 16 hours worked in a given 24 hour timeframe. If working OBS on day off or using paid leave, participating officer cannot work more than 16 hours of OT on the OBS shift). ***Paid leave plus OBS shift cannot exceed 24 hours for any given day.***
 - c) For agencies that require their officers to work more than 40, 80 or 160 hours (i.e. 43, 86 or 171) to earn overtime, this grant will pay regular rate for those extra hours after 40, 80 or 160 before the one and one half rate occurs.
- 2) Grantees will use the pay period to match the Grantee's pay cycle for the employee. That pay period may be a seven-day period, a fourteen-day period, or a twenty-eight day period. For employees on a 7 day pay cycle project overtime is defined as the time worked beyond forty (40) hours of regular duty during this time. For employees on a fourteen-day pay cycle, Project Overtime is defined as the time an employee works on this project during a fourteen-day period beyond eighty (80) hours of regular duty during the same period. For employees on a twenty-eight day pay cycle, Project Overtime is defined as the time an employee works on this project during a twenty-eight day period beyond one-hundred-sixty (160) hours of regular duty during the same period. This grant shall reimburse participating agencies for the cost incurred of their officers at either normal pay or one and a half time of their officer's standard / normal hourly rate. The grant will only reimburse up to the number of hours worked on the grant.
- 3) Reimbursements for personnel costs will be limited to the number of personnel approved by the Texas Department of Public Safety for each project field operation. Examples of eligible personnel are commissioned peace officers.
 - a. The Grantee will be reimbursed for actual overtime expenses incurred.
 - b. ***No "special" or "non-standard" pay rates may be established or adopted to the grant.***

- c. Exempt/salaried employee officials may receive overtime pay if the jurisdiction has a motion entered into the official minutes of their City Council or Commissioners Court saying that they will be paid at the regular project overtime rate of one-and-one-half (1.5) times the employee's regular hourly rate of pay. A suggested motion is listed below:

"It is recommended that the Council/Court approves the payment of overtime hours, as defined by local overtime policy and paid at the one and a half the standard / normal hourly rate plus fringe rate, for employees in lieu of normally received, time hours when working on state sanctioned operations for overtime hours worked. It is understood that no special rates will be established, or reimbursed for this work. These hours will be paid by the City/County but reimbursed by the state at no actual cost to the City/County.

b. Transportation, lodging, per diem.

- 1) Travel, lodging, and per diem costs will be reimbursed for personnel who work on program activities more than 50 miles from their program duty station.
- 2) Mileage will be reimbursed only for personnel who are required to drive their privately owned vehicles to or from their program duty station. Travel to the field operations area in government vehicles should be claimed as an operating expense. See Operating Expenses below;
- 3) Lodging expense will be reimbursed at the actual cost, not to exceed the state rate in effect at the time the expense was incurred. Copies of lodging receipts must be provided with reimbursement requests;
- 4) Meal expenses will be reimbursed at the actual cost of meals, not to exceed the State rate current at the time of travel. Receipts for all claimed meals must be provided. Meals may not be claimed as expenses if they are provided at no cost by a governmental entity or a volunteer group. Neither tips provided as part of the meal nor alcoholic beverages will be reimbursed.

c. Operating Expenses.

- 1) The following operating costs incurred during field operations that are part of this program may be reimbursed:
 - a) Mileage for vehicles at the State rate in effect at the time the cost was incurred.
 - b) The cost of fuel and lubricants for vehicles (**if mileage is not claimed**) aircraft, boats, generators, and similar equipment; used during the pay cycle in which the OT is worked. Itemized receipts are required for all and it must be in the OT time period.
 - c) The cost of consumables, such as flashlight and radio batteries, film, flares, and first aid supplies which are used during the operation can be replaced, provided that these items are replaced within the time frame of the operation. Replacement supplies that are purchased outside the timeframe of this operation cannot be reimbursed. The cost of ammunition is not reimbursable. You will have to provide itemized receipts for each consumable claimed.

- d) The cost of minor emergency repairs, such as tire repair or fan belt replacement, to vehicles or equipments being used in program operations, limited to a maximum of \$150 per repair; and,
 - e) Costs for rentals of equipment or services critical to success of the program and that have been pre-approved by the Texas Department of Public Safety.
- 2) Reimbursements for the grantee's operating expenses will be limited to eligible costs for the number and types of vehicles and equipment approved by the Texas Department of Public Safety for use in each program operation during the planning phase.
 - 3) Expenses must be supported by documentation that proves the expense has been incurred or paid.

2. **Ineligible Activities and Costs**

Grant funds may not be used for the following General activities:

- a. Regular time excluding those jurisdictions that work the 43, 86 or 171 pay cycles.
- b. Administrative, communications, or jail personnel regular or overtime costs,
- c. Augmented personnel,
- d. Officers are not allowed to do administrative duties on overtime.
- e. Backfill costs for personnel participating in these operations;
- f. Meals if they are provided at no cost by a governmental entity or a volunteer group;
- g. Transportation, lodging, per diem or any related costs for participants who attend training developed or conducted using grant funds;
- h. Purchase of vehicles or equipment;
- i. Weapons, ammunition, explosives or military vehicles;
- j. Admission fees or tickets to any amusement park, recreational activity or sporting event;
- k. Food, meals, beverages, or other refreshments unless the expense is for a working event where full participation by participants mandates the provision of food and beverages and the event is not related to amusement and/or social activities in any way;
- l. Lobbying activities;
- m. Postage,
- n. Promotional gifts; and
- o. Any expense or service that is readily available at no cost to the grant project or that is provided by other federal, state, or local funds (supplanting).

3. **Period of Availability of Funds**

- a. Project must be operated during the grant period specified in the Grant Award.
- b. Minimum award – None.
- c. Maximum award – None.
- d. The LBSP-12 does not require a grantee to provide matching funds.
- e. A grantee may charge to the award only costs resulting from obligations incurred during the period of performance.

4. Financial Requirements

- a. Monthly Financial Reports are required for all LBSP-12 participants. See Section 6 for blank forms and Section 7 for examples of completed forms.
- b. Monthly Financial Reports shall consist of the following:
 - 1) Invoice (Form R-1). The invoice summarizes all personnel, travel, and operational expenses incurred for the reporting period. Complete all blanks. ***The Grant Financial Officer must sign this form.***
 - 2) Individual Time Allocation Report (Form R-2). Complete one form for each employee. This worksheet must be used for reporting LBSP- 12 personnel compensation and benefits. The Grant Performance Officer must sign this form. Some data from this form must be transferred to the Form R-3
 - a) If you have personnel that are on different pay cycles you **MUST** submit separate monthly financial documentation.
 1. Example: Detectives work on a 14 day cycle and patrolman work on a 28 day cycle; two *separate* monthly financial documentation.
 - 3) Personnel Summary Expenses (Form R-3). This form lists all the employees who participated during the performance period. Transfer employee name and reimbursement amount from each Form R-2. Transfer total to Form R-1.
 - 4) Travel Expenses (Form R-4). List applicable hotel, meal, travel, and mileage expense for each employee. Transfer total to Form R-1.
 - 5) Operational Mileage (Form R-5). List employee name, unit number, and mileage incurred at state rate current at time of expense. Transfer total to Form R-6.
 - 6) Operating Expenses (Form R-6). List the total operational mileage for reporting period on the first line. Itemize other operating expenses on subsequent lines. Transfer total to Form R-1.
 - 7) Operational Daily Log (Form R-7). This form captures the basic information that is needed for back up on mileage and OT. We highly recommend using this in addition to the required reports.
 - 8) Supporting Documentation. Supporting documentation must include source documents suitable for audit purposes, including but not limited to:
 - a) For personnel expenses: signed copies of the record of hours worked (timesheets), paychecks, payroll rosters, or payroll reports that show the amount of hours worked and amount paid to individuals for which reimbursement is requested;
 - b) For lodging expense: copy of paid hotel or motel bill;
 - c) For mileage expense for vehicles: vehicle use logs or the Daily Report (Form R-7) showing the unit number, operator and passenger (if applicable), dates of use, and daily mileage with start and stop mileage, and operational times.

- d) Other operating expenses: include the itemized receipts & paid invoices that include the date of purchase and describe the items purchased. Receipts or statements that simply state the total paid cannot be accepted.
- e) Submitting documentation should be placed behind individual R2; timesheet, payroll report, daily report/mileage log. IF your payroll reports have more than one person on them they should be placed at the end.

c. Due Dates

Monthly Financial Documentation is due no later than 30 days after the end of the pay cycle that the OT was worked. Documentation not turned in timely will result in non-compliance of the grant. This will result in your grant being terminated.

Monthly Financial Documentation reviews can take a period of up to 6 weeks to review.

d. Documentation Submission

- 1) Submit Monthly Financial Documentation to:

Operation Border Star
C/O Pamela Webb
Texas Rangers Division
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0600

- 2) If sending Monthly Financial Documentation by courier or overnight service that requires a physical address, use this address:

Operation Border Star
C/O Pamela Webb
Texas Rangers Division
Texas Department of Public Safety
6100 Guadalupe St. Bldg. E, 3rd floor
Austin, TX 78752-0600

- 3) Or by email to RangerLBSP@dps.texas.gov

- 4) Reviews are done on a date received basis and may take up to 6 weeks to process.

5. Disbursements

The Texas Department of Public Safety will reimburse the Grantee for eligible expenses incurred in participating in authorized operational activities of this project. Reimbursement will be processed through the Texas Department of Public Safety as authorized by the General Appropriation Act, 82st Legislature, Article V.

6. Advance Payments

- a. The Texas Department of Public Safety will provide cash advances to Grantees that lack sufficient working capital to cover the grantee's estimated disbursement needs for operational needs. You must select this option on the grant application.
- b. The initial advance shall be for 50% of the grant award. The Texas Ranger Division will disburse the advance upon receipt of signed Notice of Award.
- c. **Advance payments shall be placed in a separate interest bearing account. Grantee shall promptly, but at least quarterly, remit interest earned on advances to the Texas Department of Public Safety. Advances may be reclaimed if the financial requirements of this grant are not met.**

Payable to: Texas Department of Public Safety

Remit to: Operation Border Star
C/O Pamela Webb
Texas Rangers Division
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0600

- d. Remaining grant funds will be distributed in 25% blocks and not be disbursed until after 40% and 60% of the grant funds have been expended by the Grantee. To receive the remaining blocks of funds, the Grantee must be current in regard to:
 - Monthly Financial Reports documenting the actual expenses will be used to determine when additional grant funds may be released. Monthly Financial Reports must be complete; a simple invoice without back-up documentation WILL NOT be accepted.
 - The repayment of Interest Payments and Monthly Financial Reports.
 - A member in good standing with all operational reports and requirements.

7. Liquidation

A grantee must liquidate all obligations incurred under the award, including remittance of interest earned on advances, not later than 90 days after the end of the funding period. The Texas Department of Public Safety may extend this deadline at the request of the Grantee.

8. Grant Adjustment Notices

The Texas Department of Public Safety will issue a Grant Adjustment Notice to Grantee for the following circumstances:

- a. increase or reduce award amount
- b. grant extension notice
- c. close-out grant award

SECTION 3

GUIDANCE FOR APPLICATIONS

1. APPLICANTS

- a. Program participants must apply to participate in the LBSP-12 by submitting a complete LBSP-12 Application package, which consists of the forms listed below. Information on program requirements is in Section 2. Examples of completed forms are included in Section 7.

- b. Signatures on forms

Specific individuals named on the Designation of Grant Officials must sign many of the LBSP-12 forms listed below. See the example included in Section 7. These officials include:

- 1) *Grant Performance Officer*

The Grant Performance Officer is directly responsible for carrying out tasks outlined in the Statement of Work that will be supported by grant funds.

- 2) *Grant Financial Officer*

This individual should be the chief financial officer of the applicant jurisdiction or organization. This is the person who will be contacted by the Texas Department of Public Safety staff if questions arise regarding financial aspects of the grant. This person will receive LBSP-12 audit findings and reimbursement warrants/direct deposit notices. Findings and notices will be sent to the address indicated on the Form A-2.

- 3) *Authorized Official or Representative*

An individual who has been authorized by the governing body of the applicant jurisdiction or organization to apply for, accept, or decline grants on behalf of the jurisdiction or organization. For local governments, an authorized official is the County Judge, Mayor, or City Manager – **not the Sheriff or Police Chief**.

- c. LBSP-12 Forms

- 1) LBSP-12 Application (Form A-1). An Authorized Official and the Grant Performance Officer must sign the Application. See the example in Section 7.
- 2) Designation of Grant Officials (Form A-2). See the example in Section 7.
- 3) Application for State Assistance (Form A-3). Note that this is a two-sided form that may require entries on the reverse side. Instructions are printed on page 2 of the form. The signature of an Authorized Official must be on this form.
- 4) Financial Cost Estimate (Form A-4). This form is self-explanatory. This form will assist in determining funding levels. Grant financial officer must sign this form.
- 5) Assurances and Certifications (Form A-5). The applicant must assure and certify compliance with any and all applicable state statutes, regulations, policies, guidelines and

requirements, including, but not limited to, the Uniform Grant Management Standards (UGMS); and Title 1, Part 1, Chapter 3 of the Texas Administrative Code, that govern the application, acceptance and use of State funds for this project. In instances where multiple requirements apply to a grantee, the more restrictive requirement applies. Specifically, the applicable requirements of Form A-5 must be certified by signature. The name and title of the Authorized Representative must be entered in the space provided and the form should be signed and dated by the Authorized Representative; see above for a definition of Authorized Representative.

- 6) Statement of Work (SOW) (Form A-6). This form is self explanatory and must be completed to explain how you intend to implement the project objectives.
 - 7) Direct Deposit Authorization Form (Form 74-176). This form is available on the Texas State Comptroller's website. The following link will locate the required direct deposit form. <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf> . The Grant Financial Officer must sign this form.
 - 8) A copy of your local overtime policy. For our records.
 - 9) Copy of your pay schedule for grant period.
- d. Submit the complete LBSP-12 Application package ***directly to the Texas Ranger Division, Operations Section not later than April 30, 2012.*** Retain a copy of your submission for use in submitting required Activity and Financial Reports. Mail your LBSP-12 Application to:

Operation Border Star 2012
Texas Ranger Division
Texas Department of Public Safety
CO: Brandy Prinz, Grant Coordinator
PO Box 4087
Austin, TX 78773-0602

If you prefer to overnight the application you can send that to:
5805 North Lamar
Austin, TX 78752-0602

If you prefer to scan and email the application send it to:
RangerLBSP@dps.texas.gov

2. TEXAS RANGER DIVISION

- a. After screening LBSP-12 applications, the Texas Department of Public Safety will notify applicants, typically by e-mail, of any problems with their application and request they resolve them.
- b. When LBSP-12 funding is made available, the Texas Department of Public Safety will notify successful applicants of the amount of the LBSP-12 grant in an award letter.
- c. The award documentation constitutes the operative documents obligating and reserving funds for use by the Grantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the Grantee's authorized official fails to

properly accept the Grant Award within 45 calendar days of the date upon which the Texas Department of Public Safety issues the Grant Award. The Texas Department of Public Safety may extend this deadline upon written request from the applicant. No funds will be disbursed to the Grantee until the Grantee has properly accepted the grant.

- d. To properly accept this award you must provide the signed grant award notice along with Council/Court minutes and resolution indicating the acceptance of the award and its requirements.***

SECTION 4

APPLICATION FORMS

1. LBSP- 12 Application (Form A-1)
2. Designation of Grant Officials (Form A-2)
3. Application for State Assistance (Form A-3)
4. Financial Cost Estimate (Form A-4)
- 5) Assurances and Certifications (Form A-5)
- 6) Statement of Work (Form A-6)
- 7) Direct Deposit Authorization Form (Form 74-176)

LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP-12) APPLICATION

1. APPLICANT NAME (Jurisdiction):			
2. COUNTY:			
3. TYPE:		<input type="checkbox"/> City Government <input type="checkbox"/> County Government	
4. PAYMENT TYPE:		<input type="checkbox"/> Reimbursement <input type="checkbox"/> Advance Payment (50% initial advance, remaining funds in 25% blocks not to be distributed until after 40% and 60% of grant funds have been expended by Grantee)	
5. REQUESTED PERIOD OF PERFORMANCE (Not to exceed August 31,2013)			
<i>May 1, 2012 - August 31, 2013</i>			
6. CHECKLIST OF APPLICATION ATTACHMENTS:			
<small>(See the Local Border Security Program 2012 (LBSP-12) Guide for information on completing these forms.)</small>			
<input type="checkbox"/> Designation of Grant Officials (Form A-2).			
<input type="checkbox"/> Application for State Assistance (Form A-3). The Authorized Official must sign this form..			
<input type="checkbox"/> Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.			
<input type="checkbox"/> Assurances and Certifications (Form A-5). The Authorized Official must sign this form.			
<input type="checkbox"/> Statement of Work (Form A-6)			
<input type="checkbox"/> Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form			
<input type="checkbox"/> Copy of local overtime policy			
<input type="checkbox"/> Copy of pay schedule during the grant period			
7. CERTIFICATION			
This Application, together with the Local Border Security Program FY2012 (LBSP-12) Guide, constitutes the work plan for the participants listed above. The undersigned agree to comply with all terms, conditions, and statements of work in the Local Border Security Program FY2012 (LBSP-12) Guide.			
_____ Authorized Official (Original Signature)		_____ Grant Performance Officer (Original Signature)	
_____ Date		_____ Date	
8. APPROVAL: *Reserved for State approval			
<input type="checkbox"/> Assistant Director			

Form A-1
(09/11)

Page 1 of 1

Mail or scan completed forms and application materials to:

LBSP-12 Grant Coordinator
 C/O Brandy Prinz, Grant Coordinator
 Texas Ranger Division
 Texas Department of Public Safety
 PO Box 4087
 Austin, TX 78773-0602
RangerLBSP@dps.texas.gov

**LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP- 12)
DESIGNATION OF GRANT OFFICIALS**

GRANT:	LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP-12)
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GRANT PERIOD:	<i>May 1, 2012 - August 31, 2013</i>
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AGENCY NAME:	
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Grant Performance Officer (This is typically your Chief or Sheriff)	
Name	
Title	
Official Mailing Address	
Daytime Phone Number	
Fax Number	
E-mail Address	

Grant Financial Officer (This is typically your CFO or County Auditor)	
Name	
Title	
Official Mailing Address	
Daytime Phone Number	
Fax Number	
E-mail Address	

Authorized Official * (This should be the County Judge, Mayor, or City Manager not the Sheriff or Police Chief)	
Name	
Title	
Official Mailing Address	
Daytime Phone Number	
Fax Number	
E-mail Address	

APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

1. NAME OF PROGRAM/ ASSISTANCE: LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP- 12)	2. APPLICANT STATUS: <input type="checkbox"/> City <input type="checkbox"/> Reimbursement <input type="checkbox"/> County <input type="checkbox"/> Advance
3. START DATE: MAY 1, 2012	4. END DATE: AUGUST 31, 2013
5. APPLICANT INFORMATION	
a. Legal Name of Applicant Organization (as it appears on the LSBP- 12 Application/Form A-1):	b. Name & Telephone Number of Grant Performance Officer:
c. Mailing Address:	d. Physical Address (if different from Mailing Address):
6. EMPLOYER IDENTIFICATION NUMBER / TAX ID # _____	
7. ESTIMATED EXPENSES:	
a. Salary & Benefits (from line ____ Form A-4)	
b. Travel Expenses (from line ____ Form A-4)	
c. Operating Expenses (from line ____ Form A-4)	
d. Total Expenses (A + B + C)	
8. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.	
a. Typed Name of Authorized Official:	
b. Title of Authorized Official:	
c. Original Signature of Authorized Official:	
d. Date Signed:	

INSTRUCTIONS FOR FRONT SIDE OF THIS FORM

1. Except as indicated below, entries are self-explanatory.
2. Item 1: Enter "Local Border Security Program FY12".
3. Item 5a: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the LBSP-12 Program Application (Form A-1).
4. Item 7: The data in this section should agree with the information included on the Financial Cost Estimate (Form A-4).
5. Item 8 a, b, & c. This form must be signed by an Authorized Official who is a person authorized by the governing body of the jurisdiction to apply for grants and accept grants and execute agreement and contracts on behalf of the jurisdiction. Authorized Officials are County Judges, Mayors, and many City Managers – **not** Sheriffs or Chiefs of Police.

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE:		Local Border Security Program FY 2012									
2. APPLICANT NAME:											
3. ESTIMATED MONTHLY EXPENSES:											
a. Personnel Estimate											
Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of OTR Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Retirement 7.21%	Life Insurance 0.00%	Total Salary & Fringe	
			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			\$0.00			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
										Total Personnel Estimates	\$0.00
b. Travel & Per Diem Estimate											
Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate \$85 Maximum	Hotel Tax Rate	Meals \$36 Maximum	Travel Totals	
						\$0.00			\$0.00	\$0.00	
						\$0.00			\$0.00	\$0.00	
										Total Travel & Per Diem Estimate	\$0.00
c. Operational Cost Estimate											
Mileage Field Code	Number of Calls	Number of Miles per Call	Number of Days	Rate per Mile	Subtotal						
				\$2.555	\$0.00						
					Total Operational Cost Estimate	\$0.00					
NOTE: Estimate for call or mileage not both.											
4. NUMBER OF MONTHS IN THE GRANT PERIOD: <input type="text"/>											
5. ARE YOU PAID MONTHLY OR BI-MONTHLY: <input type="text"/>											
6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD: <input type="text"/>											
7. TOTAL AMOUNT OF APPLICATION											
										Total Grant	\$0.00
										a. Personnel Estimate	\$0.00
										b. Travel & Per Diem Estimate	\$0.00
										c. Operational Cost Estimate	\$0.00
										Total Expenses	\$0.00
8. TYPE OF PAYMENT YOU PREFER: (check one)											
<input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Advance Payment											
Signature of Grant Official _____											

Form A-1
(05/11)

**State of Texas Assurances and Certifications
State Uniform Administrative Requirement for Grants and Cooperative Agreements,
Subpart B, §.14**

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
	Local Border Security Program FY2012 (LBSP-12)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the applicant, I hereby certify that the applicant (Sub-grantee) will comply with the assurances and certifications below.

Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

ASSURANCES

(1) RELATIVES. A Sub-grantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) PUBLIC INFORMATION. A Sub-grantee must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) OPEN MEETINGS. A Sub-grantee must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) CHILD SUPPORT PAYMENTS. A Sub-grantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the Sub-grantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the Sub-grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) SUSPECTED CHILD ABUSE. A Sub-grantee must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-grantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. Sub-grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. Sub-grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(11) INELIGIBLE APPLICANTS. The applicant certifies that it and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

(12) HIV/AIDS. Sub-grantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq.*

(13) LEGAL AUTHORITY. The applicant has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

(14) RECORDS. The applicant will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN. The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

1. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establish a drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the applicant's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. abide by the terms of the statement, and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 - i. taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. **LOBBYING – The applicant certifies that:**
 - A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
 - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Texas Department of Public Safety, Texas Rangers Division to obtain the appropriate disclosure form.
 - C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

Statement Of Work (SOW) for LBSP Funds 2012

State Objective of LBSP 2012 Funds

The State of Texas will assist in the execution of coordinated border security operations and facilitate the conduct of sustained interagency law enforcement activities in conjunction with Federal, Local and Tribal agencies to disrupt, deter, interdict, and thereby dominate criminal activity associated with the movement—northbound and southbound—of illicit traffic through the Texas border region and throughout Texas in order to reduce border-related crime, contribute to the reduction of potential acts of terror within Texas and the United States, and increase the security and quality of life of Texans in order to:

- Increase the effectiveness and impact of Steady State and surge operations.
- Increase the amount and quality field intelligence (BIAR, INT-7, or similar field reporting of gang, cartel, drug activity, and border violence, terrorism, and other criminal activity information to the JOIC's and BSOC for overall unified command partner awareness.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Target and decrease the use of specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Continue to exercise and integrate air-ground team operations to include TMF aviation, CBP Air and Marine, DPS Aircraft Section, and USCG aviation support.
- Based upon intelligence and analysis, increase the effectiveness of directed action missions to ensure they target specific organizations and areas as identified through intelligence and apprehensions in known geographical areas and on organizations operating in these areas.
- Increase the number and quality of analytical intelligence products developed at Unified Command and State levels based on quality information available.
- Increase intelligence based operations at Unified Command level through integration of TxMAP, sector specific information, and employment of intelligence analysts.

1). How do you locally plan to ensure that the State Objectives are executed in your area?

2). Explain in detail what strategies/tactics you will use to accomplish these objectives?

VENDOR DIRECT DEPOSIT AUTHORIZATION

Under Ch. 552, Government Code, you are entitled to review, request, and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code.

INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.

- Check all appropriate box(es).
- For further instructions, see the back of this form.

TRANSACTION TYPE

SECTION 1	<input type="checkbox"/> New setup (Sections 2, 3 & 4)	<input type="checkbox"/> Change financial institution (Sections 2, 3 & 4)
	<input type="checkbox"/> Cancellation (Sections 2 & 3)	<input type="checkbox"/> Change account number (Sections 2, 3 & 4)
	<input type="checkbox"/> Interagency transfer (Sections 2, 3 & 4)	<input type="checkbox"/> Change account type (Sections 2, 3 & 4)

PAYEE IDENTIFICATION

SECTION 2	1. Social Security number of Federal/Employee's Marital Status (FIS) <input type="checkbox"/>		2. Work code (if not known, N/A) as established by Paying State Agency <input type="checkbox"/>	
	3. Name		4. Business phone number ()	
	5. Work address	6. City	7. State	8. ZIP code

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3	9. I authorize the Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I further understand that the Comptroller of Public Accounts will reverse any payments made to my account in error.		
	I also agree to comply with the National Automated Clearing House Association's rules and the Texas Comptroller of Public Accounts' rules for electronic payments at all times.		
	10. Authorized signature	11. Printed name	12. Date

FINANCIAL INSTITUTION (Completion by financial institution is recommended.)

SECTION 4	13. Financial institution name		14. City	15. State
	16. Routing transit number <input type="checkbox"/>	17. Customer account number (Debit required <input type="checkbox"/> YES)		18. Type of account <input type="checkbox"/> Checking <input type="checkbox"/> Savings
	19. Representative name (Please print)		20. Title	
	21. Representative signature (Optional)		22. Phone number ()	23. Date

CANCELLATION BY AGENCY

SECTION 5	24. Reason	25. Date
-----------	------------	----------

PAYING STATE AGENCY

SECTION 6	26. Signature		27. Print name
	28. Agency name		29. Agency number <input type="checkbox"/>
	30. Comments	31. Phone number ()	32. Date

Note: A vendor can receive email or fax notifications providing one (1) business day advance notice of the payment posting to the vendor's account. The Advance Payment Notification is available to vendors receiving direct deposit payment(s) from the State of Texas.

To enroll in this free service, complete the Advance Payment Notification Authorization, Form 74-193, available on the Internet at:

<http://www.window.state.tx.us/taxinfo/taxforms/74-193.pdf>

For additional information or assistance, please contact the Claims Division by:

Email: claims.pin@cpa.state.tx.us

Phone: 512/936-8138 in Austin or 800/531-5441 Ext. 6-8138 toll free

INSTRUCTIONS FOR VENDOR DIRECT DEPOSIT AUTHORIZATION

SECTION 1: Check the appropriate box(es)

- **NEW SETUP** - If payee is not currently on direct deposit with the state.
 - a. Complete Sections 2, 3 & 4.
 - b. Section 4 is recommended to be completed by financial institution.
- **CANCELLATION** - If payee wishes to stop direct deposit with the state.
 - a. Payee completes Sections 2 & 3.
- **INTERAGENCY TRANSFER** - For a vendor who wishes to change custodial agencies.
 - a. Vendor completes Section 2, 3 & 4
 - b. Vendor should submit form to new custodial agency
- **CHANGE FINANCIAL INSTITUTION**
 - a. Payee completes Sections 2, 3 & 4.
 - b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT NUMBER**
 - a. Payee completes Sections 2, 3 & 4.
 - b. Section 4 is recommended to be completed by financial institution.
- **CHANGE ACCOUNT TYPE**
 - a. Payee completes Sections 2, 3 & 4.
 - b. Section 4 is recommended to be completed by financial institution.

SECTION 2: PAYEE IDENTIFICATION

- Item 1** Leave the boxes blank if you do not have your 11-digit Texas Identification Number. The paying state agency will provide the information in the boxes. Enter your 9-digit Social Security number or your Federal Employer's Identification (FEI) number.
- Item 2** If your 3-digit mail code address identifier is not known, it will be assigned by the paying state agency.

SECTION 3: AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

- Items 10, 11 & 12** The individual authorizing must sign, print their name and date the form.

NOTE: No alterations in this section will be allowed.

SECTION 4: FINANCIAL INSTITUTION

Section 4 is recommended to be completed by a financial institution.

NOTE: Alterations to routing, account number and/or type of account must be initialed by the financial institution representative or the payee.

SECTION 5: CANCELLATION BY AGENCY (State agency use only)

Sections 5 & 6 to be completed by the paying state agency.

SECTION 6: PAYING STATE AGENCY

Section 6 to be completed by the paying agency if the state agency is submitting the form to the Comptroller's office for processing.

Submit the completed form to a state agency with which you are conducting business. This agency will be designated as your custodial agency. If the direct deposit instructions need to be updated or cancelled, contact this agency.

SECTION 5

INFORMATIONAL REPORTING FORMS

1. Border Incident and Assessment Report (BIAR)
2. Daily Report (DR)

Instructions for the Border Incident and Assessment Report (BIAR)

Participant Incident and Information Reporting. The Border Incident and Assessment Report (BIAR) is the primary incident and information reporting vehicle for all participants in Operation Border Star. As such it is the fundamental source for the common operating picture that drives the success of joint and interagency operations. Because the common operating picture must include all threat activity in the area of operations, participants will report all incidents via BIAR irrespective of whether the reporting officer is in an enhanced, steady state, or directed action status. Participants will ensure each incident BIAR is as complete as possible in answering Who, What, Where, When, Why, How, How Much, and the officer's reason for suspicion. Participants will also report via BIAR any information from interviews of detained persons, to satisfy or partially satisfy Operation Border Star or Texas Homeland Security Information Requirements, as published.

Participants will ensure all BIARs conform to the respective standards outlined in the Operation Border Star Reporting Standards Guide published separately.

Participating organizations will report via BIAR known or suspected computer / network penetration attempts involving any information system used to transmit or store information concerning Operation Border Star.

Participants will email, fax, or hand deliver all BIARs to their supporting JOIC as soon as possible, but not later than 9:00AM daily following each reporting period (midnight to midnight). Participants will relay critical or time-sensitive incident information to their JOIC via telephone, radio, or other rapid means, then follow up by a BIAR.

Form is easily readable as the attachment

(RED fields are required)

Border Incident Assessment Report

Date of Incident: <input type="text"/>		Time of Incident: <input type="text"/>		Location: <input type="text"/>		Case # <input type="text"/>	
Operational Status: <input type="checkbox"/> SS <input type="checkbox"/> E <input type="checkbox"/> DA				Lat: <input type="text"/> Lon: <input type="text"/>		Point of Contact: <input type="text"/>	
<input type="checkbox"/> All: Assault/Arrest on Officer <input type="checkbox"/> AO (S/U)-Seize <input type="checkbox"/> CRR-Covered/Release <input type="checkbox"/> ERO-Entry/Release <input type="checkbox"/> ERO-Entry/Release		<input type="checkbox"/> ERO-Entry/Release <input type="checkbox"/> ERO-Entry/Release <input type="checkbox"/> ERO-Entry/Release <input type="checkbox"/> ERO-Entry/Release		<input type="checkbox"/> ERO-Entry/Release <input type="checkbox"/> ERO-Entry/Release <input type="checkbox"/> ERO-Entry/Release <input type="checkbox"/> ERO-Entry/Release		<input type="checkbox"/> ERO-Entry/Release <input type="checkbox"/> ERO-Entry/Release <input type="checkbox"/> ERO-Entry/Release <input type="checkbox"/> ERO-Entry/Release	
Agencies Involved Use next five sections for additional agencies if necessary							
Reporting Agency:		Assessing Agency:		Assessing Agency:			
Officer/Agent Name:		Officer/Agent Name:		Officer/Agent Name:		Officer/Agent Name:	
Subject & Charges Use next page for additional subjects if necessary		Subject & Charges Use next page for additional subjects if necessary		Subject & Charges Use next page for additional subjects if necessary		Subject & Charges Use next page for additional subjects if necessary	
Name:		Name:		Name:		Name:	
DOB: <input type="text"/>		DOB: <input type="text"/>		DOB: <input type="text"/>		DOB: <input type="text"/>	
Height: <input type="text"/>		Height: <input type="text"/>		Height: <input type="text"/>		Height: <input type="text"/>	
Weight: <input type="text"/>		Weight: <input type="text"/>		Weight: <input type="text"/>		Weight: <input type="text"/>	
Race: <input type="text"/>		Race: <input type="text"/>		Race: <input type="text"/>		Race: <input type="text"/>	
Nationality: <input type="text"/>		Nationality: <input type="text"/>		Nationality: <input type="text"/>		Nationality: <input type="text"/>	
Status: <input type="text"/>		Status: <input type="text"/>		Status: <input type="text"/>		Status: <input type="text"/>	
Comments: <input type="text"/>		Comments: <input type="text"/>		Comments: <input type="text"/>		Comments: <input type="text"/>	
Seizures Use the assembly field for drugs in pgs form. Use next five sections for additional seizures if necessary							
Seizure Type:		Seizure Type:		Seizure Type:		Seizure Type:	
Seizure Type:		Seizure Type:		Seizure Type:		Seizure Type:	
Seizure Type:		Seizure Type:		Seizure Type:		Seizure Type:	
Vehicles Involved Use next five sections for additional vehicles if necessary							
Type:		Type:		Type:		Type:	
Type:		Type:		Type:		Type:	
Type:		Type:		Type:		Type:	
Narrative Use second page for supplemental information if necessary							
Reporting Officer/Agent Name: <input type="text"/>				ID/Badge #: <input type="text"/>			
Agency: <input type="text"/>				Contact Phone #: <input type="text"/>			

IDIC Use Only: EXCEL Rating: Map: GIS Entry Complete: ☐ TCHMAP Comp: ☐
 STARS: SITREP: GIS Event #: TCHMAP #:

Revised 5/22/2011 11:48 AM

Border Incident Assessment Report **Supplemental Page**

Narrative (cont)									
Subject Details: Identify additional subjects - only those reported or suspected.									
Name:		Residence:		Date of Foreign Residing State:		Nationality: <input type="checkbox"/> US <input type="checkbox"/> Other <input type="checkbox"/> Other			
First	Last	MI	DOB	Address/PO Box	City/State	Country	DOB	Country	Country
Name:		Residence:		Date of Foreign Residing State:		Nationality: <input type="checkbox"/> US <input type="checkbox"/> Other <input type="checkbox"/> Other			
First	Last	MI	DOB	Address/PO Box	City/State	Country	DOB	Country	Country
Name:		Residence:		Date of Foreign Residing State:		Nationality: <input type="checkbox"/> US <input type="checkbox"/> Other <input type="checkbox"/> Other			
First	Last	MI	DOB	Address/PO Box	City/State	Country	DOB	Country	Country
Name:		Residence:		Date of Foreign Residing State:		Nationality: <input type="checkbox"/> US <input type="checkbox"/> Other <input type="checkbox"/> Other			
First	Last	MI	DOB	Address/PO Box	City/State	Country	DOB	Country	Country
Name:		Residence:		Date of Foreign Residing State:		Nationality: <input type="checkbox"/> US <input type="checkbox"/> Other <input type="checkbox"/> Other			
First	Last	MI	DOB	Address/PO Box	City/State	Country	DOB	Country	Country
Name:		Residence:		Date of Foreign Residing State:		Nationality: <input type="checkbox"/> US <input type="checkbox"/> Other <input type="checkbox"/> Other			
First	Last	MI	DOB	Address/PO Box	City/State	Country	DOB	Country	Country
Name:		Residence:		Date of Foreign Residing State:		Nationality: <input type="checkbox"/> US <input type="checkbox"/> Other <input type="checkbox"/> Other			
First	Last	MI	DOB	Address/PO Box	City/State	Country	DOB	Country	Country
Name:		Residence:		Date of Foreign Residing State:		Nationality: <input type="checkbox"/> US <input type="checkbox"/> Other <input type="checkbox"/> Other			
First	Last	MI	DOB	Address/PO Box	City/State	Country	DOB	Country	Country
Name:		Residence:		Date of Foreign Residing State:		Nationality: <input type="checkbox"/> US <input type="checkbox"/> Other <input type="checkbox"/> Other			
First	Last	MI	DOB	Address/PO Box	City/State	Country	DOB	Country	Country
Notes:									
<ul style="list-style-type: none"> Primary Border Patrol Officer (BPO) Name, Title, Agency, and Date of Birth Completed BPO Incident Report (Form I-205) filed on or about 01/01/00 Investigation Date, Location, and Description of Incident, and any other information that may be relevant to the case Summary of the investigation and any other information that may be relevant to the case Any other information that may be relevant to the case 									

Revised 9/22/2011 12:01 PM

Instructions for the Daily Report (DR)

Form is self-explanatory. We suggest that all participating organizations complete these daily for every shift that is worked on the LBSP grant and submit this with their monthly financial reports. This form captures the basic information that is needed for back up on mileage and OT. We highly recommend using this in addition to the required reports.

DAILY Report (DR) Form R7

Date:

Officer	Badge Number	Unit Number	Shift

Time In	Time Out	Total Hours

Starting Mileage	Ending Mileage	Total Mileage	Rate	Total

Contacts	Searches	Citations Issued	Warnings Issued

Arrest Made	Type of Arrest	Drugs Seized	Amount Seized

Illegal Aliens Apprehended	Agency Assist

Narrative:

Officers Signatures: _____

Supervisor
Signature: _____

Form R-7 (09/11)

SECTION 6

FINANCIAL DOCUMENTATION FORMS

1. Invoice (Form R-1)
2. Individual Time Allocation Report (Form R-2)
3. Personnel Summary Expenses (Form R-3)
4. Travel Expenses (Form R-4)
5. Operational Mileage Expenses (Form R-5)
6. Operating Expenses (Form R-6)
7. Daily Report (Form R-7)

LOCAL BORDER SECURITY PROGRAM FY 2012 (LBSP 12)
INVOICE



TO: Texas Department of Public Safety
Texas Ranger Division
ATTN LBSP
P.O. Box 4087
Austin, TX 78773-0602

FROM: _____
Agency Name

Address

City State Zip

Contact Person Phone Number Email address

Federal Tax ID Number: _____

RE: Request for Reimbursement for expenses allowed under grant guidelines
while participating in the State Border Security 2012 Program.

GRANT NUMBER: _____ Invoice Number _____

OPERATION: _____

Dates of Reimbursable Expenses: _____

Number of hours in your pay period: _____

THIS REQUEST MUST BE SUBMITTED PER PAY PERIOD

Expense Summary:

Personnel	from Form R-3	
Travel	from Form R-4	
Operating	from Form R-6	
TOTAL		\$ -

By signing below, I am stating all expenses included in this request for reimbursement are allowable under the contract signed by my agency and the Texas Rangers Division
I am also authorizing this request to be processed by your agency.

Grant Financial Officer Signature and Title

Date

Form R-1
(09/11)

LOCAL BORDER SECURITY PROGRAM FY 2012 (LBSP 12)
INDIVIDUAL TIME ALLOCATION REPORT

PROGRAM:
 Local Border Security Program FY 2012 (LBSP 12)

OPERATION NAME:

OPERATION DATES:

LOCATION:

LAST NAME FIRST NAME (M.I.) LAST 4 DIGITS OF SOCIAL SECURITY #

POSITION TITLE:

STATUS (check one): Permanent Employee Full Time Temporary Employee

ONLY PROGRAM OVERTIME HOURS ARE ELIGIBLE FOR REIMBURSEMENT UNDER THIS PROGRAM. REPORT ALL HOURS FOR VERIFICATION.

Program Overtime Hours	1	2	3	4	5	6	7	TOTAL
PROGRAM OVERTIME HOURS								0
REGULAR HOURS -- NON-PROGRAM RELATED								0
OTHER (SICK, VACATION, ETC.)								0
TOTAL	0	0	0	0	0	0	0	0
Program Overtime Hours	8	9	10	11	12	13	14	
PROGRAM OVERTIME HOURS								0
REGULAR HOURS -- NON-PROGRAM RELATED								0
OTHER (SICK, VACATION, ETC.)								0
TOTAL	0	0	0	0	0	0	0	0
Program Overtime Hours	15	16	17	18	19	20	21	
PROGRAM OVERTIME HOURS								0
REGULAR HOURS -- NON-PROGRAM RELATED								0
OTHER (SICK, VACATION, ETC.)								0
TOTAL	0	0	0	0	0	0	0	0
Program Overtime Hours	22	23	24	25	26	27	28	
PROGRAM OVERTIME HOURS								0
REGULAR HOURS --NON-PROGRAM RELATED								0
OTHER (SICK, VACATION, ETC.)								0
TOTAL	0	0	0	0	0	0	0	0
Program Overtime Hours	29	30	31	1	2	3	4	
PROGRAM OVERTIME HOURS								0
REGULAR HOURS --NON-PROGRAM RELATED								0
OTHER (SICK, VACATION, ETC.)								0
TOTAL	0	0	0	0	0	0	0	0

Reimbursable Amount (Including Fringe Benefits)

PROGRAM OT HOURS	OVERTIME RATE W/O BENEFITS	OVERTIME Cost w/o Benefits	FRINGE BENEFIT % RATE	REIMBURSEMENT AMOUNT
0	/hr	\$0.00	%	\$0.00

Report this amount on form R-3.

GRANT PERFORMANCE OFFICER:

Must include supporting documents (copies of paychecks, official payroll rosters, payroll reports)

Form R-2

(09/12)

Instructions for the Individual Time Allocation Report (Form R-2)

There will need to be an R-2 form for each individual officer. The R-2 will need to be signed by the Grant Performance Officer-the person in charge of the border security program.

When filling out the Time Allocation Report, it is important that you record not only the hours worked on the operation but also **ALL** hours worked in the **entire payroll period**. Use the officer's "Record of Hours Worked" for the pay period you are claiming, which should be signed by the officer and the supervisor. Attach it to the R-2 when complete.

The "Payroll Dates" Block is the date of the invoice is and should be the 7, 14 or 28 day period based on your payroll periods. Enter the first day of the invoice period in the block after the "Enter Days of the Week." The "Payroll Dates" will start with the first day of the invoice period. This form is not based on the calendar month but based on the dates of the invoice. The starting date of the invoice is always the first day in the upper left block.

EXAMPLE:

If your pay period starts on a Tuesday, the 29 day of the month, the first cell should be for the 29th. Excel will automatically reformat the rest of the cells to reflect the correct dates.

LOCAL BORDER SECURITY PROGRAM FY08 (LBSP-08)									
INDIVIDUAL TIME ALLOCATION REPORT									
Example PROGRAM: Local Border Security Program OPERATION NAME: State Border Security Program OPERATION DATES: 04/29/08 - 05/14/08 LOCATION: AFD/County			LAST NAME: _____ FIRST NAME: _____ (MI) _____ LAST 4 DIGITS OF SOCIAL SECURITY #: 7777 POSITION TITLE: Officer STATUS (check one): Permanent Employee Full Time <input checked="" type="checkbox"/> Temporary Employee <input type="checkbox"/>						
ONLY PROGRAM OVERTIME HOURS ARE ELIGIBLE FOR REIMBURSEMENT UNDER THE PROGRAM. REPORT ALL HOURS FOR VERIFICATION.									
Date	TUE	WED	THU	FRI	SAT	SUN	TOTL	TOTAL	
29	30	31	1	2	3	4			
PROGRAM OVERTIME HOURS	8			8	8	8		16	
REGULAR HOURS - NON-PROGRAM RELATED		8	8	8	8	8		40	
OTHER (SICK, VACATION, ETC.)								0	
TOTAL	8	8	8	16	8	16	0	56	

Operation Border Star hours will be entered in the row "program overtime hours" under the date the hours were worked. Attach your jurisdictions Border Star Overtime Report for the hours worked.

All regular duty hours worked for the jurisdiction by employee will go in the row "regular hours-non-program related" under the date the hours were worked. (Timesheets or payroll records need to be provided to verify information entered on form). Do not include any Border Star Hours or paid time off hours.

In the "Other (Sick, Vacation, etc.)" box, enter any paid time off hours.

Towards the bottom of the R-2 report, you must show the total Border Star hours (whether paid overtime or not) does that you are claiming in the "program overtime hours" block, the employees overtime rate (one and a half of their standard rate) without any fringe rate applied, and the fringe rate (%) in area provided.

Reimbursable Amount (including Fringe Benefits)

PROGRAM OT HOURS	OVERTIME RATE w/o BENEFITS	OVERTIME Cost w/o Benefits	FRINGE BENEFIT % RATE	REIMBURSEMENT AMOUNT
35	\$ 23.00 Hr	\$805.00	24.00%	\$996.20

Report this amount on form R-3.

The "Reimbursement Amount" is the amount you are claiming to be reimbursed and is derived by multiplying the "Program OT Hours" by the "Overtime Rate w/o Benefits" by the "Fringe Benefit % Rate."

At the very bottom of the report there is an area for the certifying signature, this must be signed.

LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP- 12)

PERSONNEL SUMMARY EXPENSES

Agency Name: _____

Operation Name: _____

Payroll Dates: From: _____ To: _____

<u>Employee Name</u>	<u>Personnel Costs Amount from Form R-2 including Fringe Benefits</u>
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
7 _____	_____
8 _____	_____
9 _____	_____
10 _____	_____
11 _____	_____
12 _____	_____
13 _____	_____
14 _____	_____
15 _____	_____

Total Personnel Expenses	0.00
---------------------------------	-------------

Form R-3
(09/11)

Report Total on Form R-1

Instructions for completing the "Personnel Summary Expenses" R-3

1. List each of the employees and the amount to be paid as shown on the form R-2.
2. Use the Payroll Dates as the 28 days for this invoice.
3. Use more than one R-3 form if necessary.
4. At the bottom of the last R-3 form, insert the total for all the individual Personnel Expenses.
5. Transfer this total to the R-1 form.

LOCAL BORDER SECURITY PROGRAM FY 2012 (LBSP 12)

TRAVEL EXPENSES

Use this form for travel expenses for personnel who reside more than 50 miles from their duty station. See Reimbursement Guidelines.

Agency Name: _____

Operation Name: _____

Dates: From: _____ To: _____

	Employee Name	Lodging Expense	Meal Expense	Mileage (current state rate)		Total
				\$ 0.510	/mile do not enter	
1	_____	_____	_____	_____	0.00	0.00
2	_____	_____	_____	_____	0.00	0.00
3	_____	_____	_____	_____	0.00	0.00
4	_____	_____	_____	_____	0.00	0.00
5	_____	_____	_____	_____	0.00	0.00
6	_____	_____	_____	_____	0.00	0.00
7	_____	_____	_____	_____	0.00	0.00
8	_____	_____	_____	_____	0.00	0.00
9	_____	_____	_____	_____	0.00	0.00
10	_____	_____	_____	_____	0.00	0.00
11	_____	_____	_____	_____	0.00	0.00
12	_____	_____	_____	_____	0.00	0.00
13	_____	_____	_____	_____	0.00	0.00
14	_____	_____	_____	_____	0.00	0.00
15	_____	_____	_____	_____	0.00	0.00

Total Travel Expenses 0.00

Report Total on Form R-1

Must include copy of hotel/motel bill

Instructions for the Travel Expenses R-4.

Use this form for employees that must travel more than 50 miles to arrive at their duty stations to work during Operation Border Star. Enter the employee's name and the amount claimed for lodging and food. The rate paid for lodging and food will be determined by the DPS travel guide.

1. Lodging - Hotel receipts showing a "zero" balance is required. The state will not reimburse extra expenses charged to the room. (movies, etc)
2. Food - If claiming food reimbursement, you must be operating more than 50 miles from your home jurisdiction. Only actual food expenses are reimbursable with receipts, not to exceed the maximum daily rate of \$36.00.
3. Mileage - The mileage to and from the operation is an allowable travel expense. Mileage during the operation is an "Operating Expense." Vehicle logs must be submitted to verify the mileage claimed.

LOCAL BORDER SECURITY PROGRAM FY 2012 (LBSP 12)

OPERATIONAL MILEAGE EXPENSES

Agency Name: _____

Operation Name: _____

Dates: From: _____ TO _____

		<u>Current State Rate</u>	<u>\$0.510</u> /mi.	
		Mileage		
<u>Employee Name</u>	<u>Unit Number</u>	<u>Mileage</u>	<u>Rate/mi.</u> do not enter	<u>Total</u>
1 _____	_____	_____	0.00	0.00
2 _____	_____	_____	0.00	0.00
3 _____	_____	_____	0.00	0.00
4 _____	_____	_____	0.00	0.00
5 _____	_____	_____	0.00	0.00
6 _____	_____	_____	0.00	0.00
7 _____	_____	_____	0.00	0.00
8 _____	_____	_____	0.00	0.00
9 _____	_____	_____	0.00	0.00
10 _____	_____	_____	0.00	0.00
11 _____	_____	_____	0.00	0.00
12 _____	_____	_____	0.00	0.00
13 _____	_____	_____	0.00	0.00
14 _____	_____	_____	0.00	0.00
15 _____	_____	_____	0.00	0.00

Total Travel Expenses	0.00
------------------------------	-------------

Report Total on Form R-6

Must include vehicle use logs showing the unit number, dates of use, and daily mileage.

Form R-5
(09/11)

Instructions for the "Operational Mileage Expenses" R-5

1. Complete the R-5 using the dates that defined the current pay period of the invoice.
2. Vehicle logs must be submitted with the R-5 showing the driver and passenger (if used), vehicle identification, dates of use, and the Operation Border Star mileage to include initial and ending mileage (daily operational mileage). Include itemized receipts and paid invoices if claiming actual costs. The agency may claim either mileage costs or actual expenses, but not both.
3. Transferred the total to form R-6

LOCAL BORDER SECURITY PROGRAM FY 2012 (LBSP 12) REIMBURSEMENT

OPERATING EXPENSES

Agency Name: _____

Operation Name: _____

Dates: From: _____ To: _____

<u>Date(s) of Expense</u>	<u>Description</u>	<u>Amount</u>
1 _____	Operational Mileage (from Form R-5)	0.00
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____
6 _____	_____	_____
7 _____	_____	_____
8 _____	_____	_____
9 _____	_____	_____
10 _____	_____	_____
11 _____	_____	_____
12 _____	_____	_____
13 _____	_____	_____
14 _____	_____	_____
15 _____	_____	_____

Total Operating Expenses	0.00
--------------------------	------

Report Total on Form R-1

Must include vehicle use logs showing the unit number, dates of use, and daily mileage, itemized receipts and paid invoices.

May claim either mileage or fuel purchase, but not both.

Instructions for the Daily Report (DR)

Form is self-explanatory. We suggest that all participating organizations complete these daily for every shift that is worked on the LBSP grant and submit this with their monthly financial reports. This form captures the basic information that is needed for back up on mileage and OT. We highly recommend using this in addition to the required reports.

DAILY Report (DR) Form R7

Date:

Officer	Badge Number	Unit Number	Shift

Time In	Time Out	Total Hours

Starting Mileage	Ending Mileage	Total Mileage	Rate	Total

Contacts	Searches	Citations Issued	Warnings Issued

Arrest Made	Type of Arrest	Drugs Seized	Amount Seized

Illegal Aliens Apprehended	Agency Assist

Narrative:

Officers Signatures:

Supervisor

Signature:

Form R-7 (09/11)

SECTION 7

EXAMPLES OF COMPLETED APPLICATION FORMS

LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP-12) APPLICATION

1. APPLICANT NAME (Jurisdiction):	ABCD County Sheriff's Office		
2. COUNTY:	ABCD County		
3. TYPE:	<input type="checkbox"/> City Government <input checked="" type="checkbox"/> County Government		
5. REQUESTED PERIOD OF PERFORMANCE (NOT TO EXCEED AUGUST 31, 2013)	May 1, 2012 – August 31, 2013		
6. CHECKLIST OF APPLICATION ATTACHMENTS:	(See the Local Border Security Program FY 2012 (LBSP-12) Guide for information on completing these forms.) <input type="checkbox"/> Designation of Grant Officials (Form A-2). <input type="checkbox"/> Application for State Assistance (Form A-3). The Authorized Official must sign this form. <input type="checkbox"/> Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form. <input type="checkbox"/> Assurances and Certifications (Form A-5). The Authorized Official must sign this form. <input type="checkbox"/> Statement of Work (Form A-6) <input type="checkbox"/> Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form. <input type="checkbox"/> Copy of local overtime policy <input type="checkbox"/> Copy of pay schedule during the grant period		
7. CERTIFICATION	This Application, together with the Local Border Security Program FY2012 (LBSP-12) Guide, constitutes the work plan for the participants listed above. The undersigned agree to comply with all terms, conditions, and statements of work in the Local Border Security Program FY2012 (LBSP-12) Guide.		
	_____ Authorized Official (Original Signature)	_____ Date	_____ Grant Performance Officer (Original Signature)
	_____ Date		
8. APPROVAL:	The attached application is approved.		
	<input type="checkbox"/> Assistant Director		
	_____ Date		

Form A-1
(09/11)

Page 1 of 1

Mail or scan completed forms and application materials to:

LBSP- 12
C/O Brandy Prinz, Grant Coordinator
Texas Ranger Division
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0602
rangerLBSP@dps.texas.gov

**LOCAL BORDER SECURITY PROGRAM FY 2012 (LBSP-12)
DESIGNATION OF GRANT OFFICIALS**

GRANT:	LOCAL BORDER SECURITY PROGRAM FY2012 (LBSP-12)
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GRANT PERIOD:	May 1, 2012 – August 31, 2013
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AGENCY NAME:	ABCD County
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Grant Performance Officer <i>(This is typically your Chief or Sheriff)</i>	
Name	Don Juan
Title	ABCD County Sheriff
Official Mailing Address	ABCD County Courthouse PO Box 123 ABCD, TX 12345-6789
Daytime Phone Number	(512) 555-1212
Fax Number	(512) 555-3434
E-mail Address	djuan@co.abcd.tx.us

Grant Financial Officer <i>(This is typically your CFO or County Auditor)</i>	
Name	Trace Chance
Title	ABCD County Auditor
Official Mailing Address	ABCD County Courthouse PO Box 123 ABCD, TX 12345-6789
Daytime Phone Number	(512) 555-1212
Fax Number	(512) 555-3434
E-mail Address	dchance@co.abcd.tx.us

Authorized Official <i>(This is should be the County Judge, Mayor, or City Manager NOT the Sheriff or Police Chief)</i>	
Name	Jeff Jones
Title	ABCD County Judge
Official Mailing Address	ABCD County Courthouse PO Box 123 ABCD, TX 12345-6789
Daytime Phone Number	(512) 555-4545
Fax Number	(512) 555-6767
E-mail Address	jjones@co.abcd.tx.us

APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

3. NAME OF PROGRAM/ ASSISTANCE: LOCAL BORDER SECURITY PROGRAM FY-2012		4. APPLICANT STATUS: <input type="checkbox"/> City <input checked="" type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> County <input type="checkbox"/> Advance	
5. START DATE: MAY 1, 2012		6. END DATE: AUGUST 31, 2013	
7. APPLICANT INFORMATION			
a. Legal Name of Applicant Organization (as it appears on the LSBP-12 Application/Form A-1): ABCD County		b. Name & Telephone Number of Grant Performance Officer Don Juan (512) 555-1212	
c. Mailing Address: ABCD County Courthouse PO Box 123 ABCD, TX 12345-6789		d. Physical Address (if different from Mailing Address): Same	
8. EMPLOYER IDENTIFICATION NUMBER / TAX ID # _____			
9. ESTIMATED EXPENSES:			
a. Total Personnel Estimate (from line 5a Form A-4)			\$287,379.72
b. Total Travel and Per Diem Estimate (from line 5b Form A-4)			\$0.00
c. Total Operational Cost Estimate (from line 5c Form A-4)			\$153,864.00
d. Total Expenses (a + b + c) (This total should match the Total Expenses from line 5 Form A-4)			\$441,243.72
10. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.			
a. Typed Name of Authorized Official:		Trace Chance	
b. Title of Authorized Official:		ABCD County Auditor	
c. Original Signature of Authorized Official:			
d. Date Signed:		April 15, 2012	

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY 2012										
2. APPLICANT NAME:										
3. ESTIMATED MONTHLY EXPENSES:										
a. Personnel Estimate										
Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of OT Hours per Person per Day	Number of Days	Salary	FICA 7.65%	Retirement 7.21%	Life Insurance 0.06%	Total Salary & Fringe
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Personnel Estimates										\$0.00
b. Travel & Per Diem Estimate										
Position	Number of Personnel	Commercial Travel Costs	Mileage from 1 to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate \$35 Maximum	Hotel Tax Rate	Meals \$35 Maximum	Travel Totals
						\$0.00		\$0.00		\$0.00
						\$0.00		\$0.00		\$0.00
Total Travel & Per Diem Estimate										\$0.00
c. Operational Cost Estimate										
Mileage	Fuel Costs	Other Costs	Number of Cars	Miles per Car	Number of Days	Rate per Mile	Supplies			
						\$0.555	\$0.00			
Total Operational Cost Estimate								\$0.00		
NOTE: Estimate a vehicle for mileage 2012-2013										
4. NUMBER OF MONTHS IN THE GRANT PERIOD:										
5. ARE YOU PAID MONTHLY OR BI-MONTHLY:										
6. INDICATE THE NUMBER OF HOURS IN YOUR PAY PERIOD:										
7. TOTAL AMOUNT OF APPLICATION										
Total Grant										\$0.00
a. Personnel Estimate										\$0.00
b. Travel & Per Diem Estimate										\$0.00
c. Operational Cost Estimate										\$0.00
Total Expenses										\$0.00
8. TYPE OF PAYMENT YOU PREFER: (check one)										
<input checked="" type="checkbox"/> Retroactive Payment <input type="checkbox"/> Advance Payment										
Signature of Grant Official										

Form A-1
(09/11)

State of Texas Assurances and Certifications
State Uniform Administrative Requirement for Grants and Cooperative Agreements,
Subpart B, §.14

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

NAME OF APPLICANT	GRANT PROGRAM
ABC County	Local Border Security Program FY2012 (LBSP-12)

This form includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for State Assistance.

As the duly authorized representative of the applicant, I hereby certify that the applicant (Sub-grantee) will comply with the assurances and certifications below.

Jeff Jones	County Judge
Typed Name of Authorized Official	Title
	00/00/0000
Signature of Authorized Official	Date Signed

ASSURANCES

(1) RELATIVES. A Sub-grantee must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person, who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) PUBLIC INFORMATION. A Sub-grantee must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.

(3) OPEN MEETINGS. A Sub-grantee must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) CHILD SUPPORT PAYMENTS. A Sub-grantee must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) HEALTH, HUMAN SERVICES, PUBLIC SAFETY OR LAW ENFORCEMENT AGENCY. If the Sub-grantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) LAW ENFORCEMENT AGENCY. If the Sub-grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) ADMINISTRATION. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local sub-recipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(8) SUSPECTED CHILD ABUSE. A Sub-grantee must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-grantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) TAXES. Sub-grantees will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(10) COMPLIANCE WITH REQUIREMENTS. Sub-grantees will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

(11) INELIGIBLE APPLICANTS. The applicant certifies that it and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

(12) HIV/AIDS. Sub-grantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq.*

(13) LEGAL AUTHORITY. The applicant has the legal authority to apply for State assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

(14) RECORDS. The applicant will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(15) PERSONAL GAIN. The applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

(16) COMPLETION. The applicant will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

CERTIFICATIONS

3. **DRUG-FREE WORKPLACE** - The applicant certifies that it will provide a drug-free workplace by:
- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establish a drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the applicant's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. abide by the terms of the statement, and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 - i. taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).
4. **LOBBYING – The applicant certifies that:**
- A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
 - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Texas Department of Public Safety, Texas Rangers Division to obtain the appropriate disclosure form.
 - C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

Statement Of Work (SOW) for LBSP Funds 2012

State Objective of LBSP 2012 Funds

The State of Texas will assist in the execution of coordinated border security operations and facilitate the conduct of sustained interagency law enforcement activities in conjunction with Federal, Local and Tribal agencies to disrupt, deter, interdict, and thereby dominate criminal activity associated with the movement—northbound and southbound—of illicit traffic through the Texas border region and throughout Texas in order to reduce border-related crime, contribute to the reduction of potential acts of terror within Texas and the United States, and increase the security and quality of life of Texans in order to:

- Increase the effectiveness and impact of Steady State and surge operations.
- Increase the amount and quality field Intelligence (BIAR, INT-7, or similar field reporting of gang, cartel, drug activity, and border violence, terrorism, and other criminal activity information to the JOIC's and BSOC for overall unified command partner awareness.
- Reduce border-related criminal activity in Texas.
- Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- Decrease the supply of drugs smuggled into and through Texas from Mexico.
- Disrupt and deter operations of gang and cartel criminal organizations.
- Target and decrease the use of specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- Decrease use of specific areas for crime as targeted in directed action missions.
- Increase the effectiveness of air operations mission planning and prioritization.
- Continue to exercise and integrate air-ground team operations to include TMF aviation, CBF Air and Marine, DPS Aircraft Section, and USCG aviation support.
- Based upon intelligence and analysis, increase the effectiveness of directed action missions to ensure they target specific organizations and areas as identified through intelligence and apprehensions in known geographical areas and on organizations operating in these areas.
- Increase the number and quality of analytical intelligence products developed at Unified Command and State levels based on quality information available.
- Increase intelligence based operations at Unified Command level through integration of TxMAP, sector specific information, and employment of intelligence analysts.

1). How do you locally plan to ensure that the State Objectives are executed in your area?

- *Enhance targeted patrol, based on intelligence-driven data to address prioritized border related criminal activity.*
- *Saturation of significant border crime areas with increased enforcement.*
- *Enhance information sharing and combine operations with LE partners to maximize effectiveness.*
- *Increased emphasis on multiagency border operations.*

2). Explain in detail what strategies/tactics you will use to accomplish these objectives?

- Increased participation in UC meetings and teleconferences while proactively providing information related to the border (investigations including but not limited to narcotics, weapons, human trafficking, & currency violations), arrests, intelligence, gang activity, acts of violence, pursuits, bailouts, trends and patterns of border-related criminal activity, etc)
- Increase the number of field intel reports (BIARs or equivalent) to the JOIC for situational awareness, including collected photos from traffic stops, investigations, house calls, significant field interviews, arrests, etc. This includes all operations whether directed, enhanced or steady state and furnish the reports in a timely manner regardless of the funding source.
- Coordinate with JOICs when planning enhanced or directed patrol functions (southbound operations, integration into planned operations such as Unified Alliance, Knockdown, Firestone, etc) to best maximize patrol based assets from multiple agencies and strengthen border efforts.

SECTION 8

RESOURCES

<http://www.window.state.tx.us/comptrol/texastra.html>

<http://www.txdps.state.tx.us/TexasRangers/index.htm>

<http://www.governor.state.tx.us/divisions/stategrants/guidelines/files/UGMS062004.doc>

SECTION 9

TEXAS RANGER DIVISION POINTS OF CONTACT

LSBP-2012 Program Manager	Financial Reporting
Hank Whitman Assistant Director Texas Ranger Division 5805 N. Lamar PO Box 4087 Austin, TX 78773-0600 Phone: (512) 424-5607 Fax: (512) 424-2857 email: Hank.Whitman@dps.texas.gov	Pamela Webb Financial Affairs Administrator Texas Rangers 6100 Guadalupe St., Bldg. E – 3 rd Floor Austin, TX 78752-0602 PO Box 4087 Austin, TX 78773-0602 Phone: (512) 424-5601 Fax: (512) 424-2857 email: Pamela.Webb@dps.texas.gov
Border Security Operations Center (BSOC)	Grants & Contracts Administrator
Texas Department of Public Safety Border Security Operations Center (BSOC) Texas Ranger Division 6100 Guadalupe St., Bldg E, Rm 108 BSCO Mail Stop Code: 0602 6100 Guadalupe St., Bldg. E – 1 ST Floor Austin, TX 78752-0602 Phone: (512) 424-7033 Fax: (512) 424-7041 email: tbsoc@dps.texas.gov	Brandy Prinz Grant Coordinator Texas Rangers 6100 Guadalupe St., Bldg. E – 1 ST Floor Austin, TX 78752-0602 PO Box 4087 Austin, TX 78773-0602 Phone: (512) 424-7335 Fax: (512) 424-7041 email: brandy.prinz@dps.texas.gov
Marfa Sector (Marfa) JOIC	Coastal Bend Sector (Victoria) JOIC
email: joic.marfa@dps.texas.gov Phone: (432) 729-4506 Fax: (432) 729-4901	email: joic.victoria@dps.texas.gov Phone: (361) 485-8500 Fax: (361) 579-6883
Del Rio Sector JOIC	El Paso Sector JOIC
email: joic.delrio@dps.texas.gov Phone: (830) 778-7837 Fax: (830) 778-7041	email: joic.elpaso@dps.texas.gov Phone: (915) 680-6500 Fax: (915) 680-6574
Laredo Sector JOIC	Rio Grande Valley Sector (McAllen) JOIC
email: joic.laredo@dps.texas.gov Phone: (956) 764-3181 Fax: (956) 764-3184	email: joic.mcallen@dps.texas.gov Phone: (956) 289-5727 Fax: (956) 289-5820

AGENDA ITEM #6

RESOLUTION # 2012-_____

A RESOLUTION AUTHORIZING THE TASK FORCE COMMANDER TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE - KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE AND THE CITY OF KRUM - KRUM POLICE DEPARTMENT FOR LOAN OF LAW ENFORCEMENT SERVICES CANINE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and Certain Other Local Governments), a county and a municipality may, pursuant to order or resolution of its governing body, form a mutual interlocal agency agreement to assist in criminal and narcotic investigations and law enforcement; and

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 791 (Interlocal Cooperation Act), a local governmental body may contract or agree with one or more local government bodies for the performance of governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of the City of Kingsville and the City of Krum by the coordination or crime interdiction efforts between the Kingsville Specialized Crimes and Narcotics Task Force and the office of the Krum Police Department; and

WHEREAS, the City of Kingsville and the City of Krum desire to use the capital expenditures to improve the health, safety, 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 Task Force Commander is authorized and directed as an act of the City of Kingsville, Texas to enter into an Interlocal Cooperation Agreement between the City of Kingsville – Kingsville Specialized Crimes and Narcotics Task Force and City of Krum – Krum Police Department for Loan of a Law Enforcement Services Canine in accordance with Exhibit A hereto attached and made a part hereof.

II.

THAT all resolutions or parts of resolution 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 _____ day of _____, 2012.

Sam R. Fugate, Mayor

ATTEST:

Edna S. Lopez, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



**KINGSVILLE SPECIALIZED CRIMES
AND NARCOTICS TASK FORCE**
P. O. BOX 213
KINGSVILLE, TEXAS 78364
tfadmin@kingsvilletaskforce.com
(361) 595-5778
Fax (361) 595-5781



**INTERAGENCY AGREEMENT
BETWEEN
KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE
AND
KRUM POLICE DEPARTMENT**

This is an Interagency Agreement (hereinafter referred to as "Agreement") entered into by the Kingsville Specialized Crimes and Narcotics Task Force (hereinafter "Task Force"), whose address is P. O. Box 213, Kingsville, Texas 78364, and the Krum Police Department (hereinafter "Krum PD"), whose address is P. O. Box 847, Krum, Texas 76249, sentenced by the signatures of the respective authorities of the parties to this Agreement. The terms and conditions of this Agreement are set out in full for the purpose of loaning a:

Male German Sheppard "Nico", a certified working narcotics canine

Whereas, the purpose of this Agreement is to establish the terms and conditions under which the Task Force would assign "Nico" to Krum PD.

Whereas, Task Force owns said "Nico" and will be transferred to Krum PD under the care, control, and maintenance of Krum PD and shall be used solely for law enforcement related purposes.

Whereas, no payment shall be made to either party by the other party as a result of this Agreement.

Whereas Krum PD accepts all responsibility to care and maintain the well-being of "Nico" including all costs associated with care, housing, veterinary care, feed, maintenance, narcotic detector dog certification training and yearly re-certification training.

Whereas, either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to the Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

Whereas, this Agreement and the authorization for "Nico" are valid during the present tenures of Commander Guillermo Vera and Chief Dennis Bassinger. This Agreement automatically terminates at the end of the present tenure of Commander Vera or Chief Dennis Bassinger. The term of this Agreement may be terminated, without cause, by either party upon thirty days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

Whereas, this Agreement, consisting of two pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Commander Guillermo Vera
Kingsville Specialized Crimes &
Narcotics Task Force

Chief Dennis Bassinger
Krum Police Department

Date: _____

Date: _____

ACKNOWLEDGEMENT

On this day, Commander Guillermo Vera appeared before me and acknowledged that he executed the foregoing document for the purposes stated therein.

Acknowledged this _____ day of _____, 2012.

Notary Public In and For the
State of Texas

On this day, Chief Dennis Bassinger appeared before me and acknowledged that he executed the foregoing document for the purposes stated therein.

Acknowledged this _____ day of _____, 2012.

Notary Public In and For the
State of Texas



**KINGSVILLE SPECIALIZED CRIMES
AND NARCOTICS TASK FORCE**
P. O. BOX 213
KINGSVILLE, TEXAS 78364
tfadmin@kingsvilletaskforce.com
(361) 595-5778
Fax (361) 595-5781



May 01, 2012

Mr. Vincent J. Capell
City Manager
City of Kingsville, Texas

Mr. Capell,

The Kingsville Specialized Crimes & Narcotics Task Force is formally requesting an agenda item be placed on the next City of Kingsville's Commissioners Court for the transfer of K9 Nico from Constable Precinct 4 Comal County to Krum Police Department, Krum Texas.

After months of repeated attempts, Constable Shane Rapp could not receive confirmation from his local government to enter into the Interagency Agreement between the Kingsville Specialized Crimes & Narcotics Task Force and Comal County Pct. 4 Constable's Office. Since the Agreement and Resolution # 2011-34 adopted by the City Commission on April 25, 2011 was never finalized, another law enforcement agency was found to utilize K9 Nico.

Chief Dennis Bassinger with the Krum Police Department has contacted the Kingsville Task Force and requested that K9 Nico be assigned to his department. Chief Bassinger, a certified K9 handler, will be able to provide narcotic detection service to several agencies if the reassignment is approved. Letters from Constable Shane Rapp and Chief Dennis Bassinger, along with a copy of the Agreement and Resolution, are attached to clarify any questions or concerns.

Your kind consideration to this request will be greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Guillermo Vera".

Guillermo "Willie" Vera, Commander
Kingsville Specialized Crimes & Narcotics Task Force

----- Forwarded message -----

From: Richard Kirkpatrick <tfo712@gmail.com>
Date: Fri, Apr 20, 2012 at 10:52 AM
Subject: FW: K9 Agreement
To: r.kirkpatrick@kingsvilletaskforce.com

From: JASON RAPP [<mailto:srapp@copsync.com>]
Sent: Friday, April 20, 2012 10:32 AM
To: tfo712@gmail.com
Subject: Re: K9 Agreement

Commander Vera,

First and foremost I hope this email finds you well. It is with the utmost regret that I must submit this email to yourself and the Kingsville Task-force. Your support of my agency cannot be understated. With a common goal of disrupting the criminal element within the Great State of Texas, Kingsville Task-Force and Comal County Constable Precinct 4 embarked on a project to implement an MOU for purposes of relocating Narcotics K9 "Nico" to Comal County.

After months of repeated attempts, I have yet to receive confirmation from the local county government to enter into the MOU provided. This being stated, I am left with no other choice than to abandon this project. I am hopeful that the Kingsville Task-Force will be successful in this endeavor elsewhere.

Please allow this email to serve as official notification that Comal County Constable Precinct 4 has officially abandoned this project, thus negating the MOU previously executed by the City of Kingsville, Texas.

On a personal note, I would like to thank you personally for going above and beyond in this effort. I look forward to working with you in the future, to insure that we are doing all that we can to disrupt the constant smuggling efforts that plague the State of Texas.

Sincerely,

Shane Rapp

Constable

Precinct 4 Comal County

***CONFIDENTIALITY NOTICE:** The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system. Nothing contained in this message or in any attachment shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions. Thank-you.*



KRUM POLICE DEPARTMENT

*Chief Dennis Bassinger
117 W. McCart / PO Box 847
Krum, Texas 76249*

*dbassinger@ci.krum.tx.us
Office (940) 482-3171
Fax (940) 482-3014*

Date: 03-22-12

To: Commander Vera

Re: K9 Nico

Commander Vera,

I want to thank you for taking the time to discuss the possible transfer of K9 Nico. I hope that this will be possible, as I know the value to the community that this tool will bring. I lost my K9 partner Sept. 02, 2011 after a short battle with bladder cancer. We were inseparable for 9 ½ years.

I am requesting that the Kingsville Task Force transfer ownership of K9 Nico, a 3year old male German Shepherd, to me, Dennis Bassinger Chief of Police. Also, including all available Certifications, Birth Records, Health Records, Training records and any accommodations or related documents.

Upon receipt of Nico, I will train with him until we both are comfortable with each other in our relationship and training regimens. At such time we will certify through NNDDA and begin to operate as an official K9 Team. I will provide narcotic detection service to our Police Department as well as, upon request, assist our school district, Sheriff's Dept., TXDPS and surrounding cities as we have in the past 9 1/2 years.

I am looking forward to reaching an agreement and obtaining a valuable tool such as Nico. Thank You for your consideration,

Dennis Bassinger

Dennis Bassinger
Chief of Police



**KINGSVILLE SPECIALIZED CRIMES
AND NARCOTICS TASK FORCE**

**P. O. BOX 213
KINGSVILLE, TEXAS 78364**

Libertad Hughes

(361) 595-5778

Fax (361) 595-5781



**INTERAGENCY AGREEMENT
BETWEEN
KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE
AND
COMAL COUNTY PCT. 4 CONSTABLE'S OFFICE**

This is an Interagency Agreement (hereinafter referred to as "Agreement") entered into by the Kingsville Specialized Crimes and Narcotics Task Force (hereinafter "Task Force"), whose address is P. O. Box 213, Kingsville, Texas 78364, and the Comal County Constable Pct. 4 (hereinafter "Constable Pct. 4"), whose address is P. O. Box 2038, Canyon Lake, Texas 78133, sentenced by the signatures of the respective authorities of the parties to this Agreement. The terms and conditions of this Agreement are set out in full for the purpose of loaning a:

Male German Sheppard "Nico", a certified working narcotics canine

Whereas, the purpose of this Agreement is to establish the terms and conditions under which the Task Force would assign "Nico" to Constable Pct. 4.

Whereas, Task Force owns said "Nico" and will be transferred to Constable Pct. 4 under the care, control, and maintenance of Constable Pct. 4 and shall be used solely for law enforcement related purposes.

Whereas, no payment shall be made to either party by the other party as a result of this Agreement.

Whereas Constable Pct. 4 accepts all responsibility to care and maintain the well-being of "Nico" including all costs associated with care, housing, veterinary care, feed, maintenance, narcotic detector dog certification training and yearly re-certification training.

Whereas, either party may request changes to this Agreement. Any changes, modifications, revisions or amendments to the Agreement which are mutually agreed upon by and between the parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all parties to this Agreement.

Whereas, this Agreement and the authorization for "Nico" are valid during the present tenures of Commander Guillermo Vera and Constable Shane Rapp. This Agreement automatically terminates at the end of the present tenure of Commander Vera or Constable Shane Rapp. The term of this Agreement may be terminated, without cause, by either party upon thirty days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

Whereas, this Agreement, consisting of two pages represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

Guillermo Vera, KTF
Commander Guillermo Vera
Kingsville Specialized Crimes &
Narcotics Task Force

Constable Shane Rapp
Comal County Pct. 4

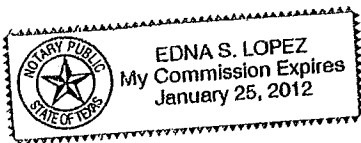
Date: 4/26/11

Date: _____

ACKNOWLEDGEMENT

On this day, Commander Guillermo Vera appeared before me and acknowledged that he executed the foregoing document for the purposes stated therein.

Acknowledged this 26th day of April, 2011.



Edna S. Lopez
Notary Public In and For the
State of Texas

On this day, Constable Shane Rapp appeared before me and acknowledged that he executed the foregoing document for the purposes stated therein.

Acknowledged this _____ day of _____, 2011.

Notary Public In and For the
State of Texas

RESOLUTION # 2011- 34

A RESOLUTION AUTHORIZING THE TASK FORCE COMMANDER TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE- KINGSVILLE SPECIALIZED CRIMES AND NARCOTICS TASK FORCE AND COMAL COUNTY- CONSTABLE PRECINCT FOUR FOR LOAN OF LAW ENFORCEMENT SERVICES CANINE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 362 (Law Enforcement Services Provided Through Cooperation of Municipalities, Counties, and Certain Other Local Governments), a county and a municipality may, pursuant to order or resolution of its governing body, form a mutual interlocal agency agreement to assist in criminal and narcotic investigations and law enforcement; and

WHEREAS, pursuant to the provisions of the Texas Local Government Code Chapter 791 (Interlocal Cooperation Act), a local governmental body may contract or agree with one or more local government bodies for the performance of governmental functions in which the contracting parties are mutually interested; and

WHEREAS, the parties to this agreement can better utilize the law enforcement resources of the City and the County by the coordination of crime interdiction efforts between the Kingsville Specialized Crimes and Narcotics Task Force and the office of Comal County Constable Precinct Four; and

WHEREAS, the County and the City desire to use the capital expenditures to improve the health, safety, 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 Task Force Commander is authorized and directed as an act of the City of Kingsville, Texas to enter into an Interlocal Cooperation Agreement Between the City of Kingsville- Kingsville Specialized Crimes and Narcotics Task Force and Comal County Constable Precinct Four for Loan of a Law Enforcement Services Canine in accordance with Exhibit A hereto attached and made a part hereof.

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
25 th day of April, 2011.


Sam R. Fugate, Mayor

ATTEST:


Edna S. Lopez, City Secretary

APPROVED AS TO FORM:


Courtney Alvarez, City Attorney

(REGULAR AGENDA)

AGENDA ITEM #7



**KINGSVILLE SPECIALIZED CRIMES
AND NARCOTICS TASK FORCE**

P. O. BOX 213

KINGSVILLE, TEXAS 78364

tfadmin@kingsvilletaskforce.com

(361) 595-5778

Fax (361) 595-5781



April 30, 2012

Mr. Vincent J. Capell
City Manager
City of Kingsville, Texas

Mr. Capell,

The Kingsville Specialized Crimes & Narcotics Task Force is formally requesting an agenda item be placed on the next City of Kingsville's Commissioners Court for the transfer of donated funds from the nonexistent Task Force Explorer Post #700 to the existing Kingsville Border Patrol Explorer Post # 531.

The South Texas Council, Boys Scouts of America was contacted, and they see it sufficient to transfer these funds without any legal issue. The contract between the City of Kingsville and the Boys Scouts of America is valid for one year, and if not renewed, it is dissolved. Upon dissolution, any existing funds can go to any other group the City approves.

Several attachments, including a copy of an actual contract, a letter and email from the South Texas Council, and the last bank statement are enclosed to help clarify any questions or concerns. Your consideration to this request would be greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Guillermo Vera".

Guillermo "Willie" Vera, Commander
Kingsville Specialized Crimes & Narcotics Task Force



BOY SCOUTS OF AMERICA®
SOUTH TEXAS COUNCIL

Guillermo Vera

Kingsville Specialized Crimes & Narcotics Task Force

P.O. Box 213

Kingsville, TX 78364

To whom it may concern,

We the South Texas Council, Boy Scouts of America see it sufficient to transfer the funds from Post 700 of the Kingsville Task Force to Post 531 of United States Border Patrol. If there are any questions or concerns please feel free to call us at 361-814-4300 ext.34.

Thank you,

George Arciba

Venado District Executive

Martin Sepulveda

Assistant Scout Executive



Attached you will find the Memorandum of Understanding which serves as the contract between the organization (Task Force) and the Boy Scouts. The policy for funds raised or collected by the unit is that it is property of the organization. Since the Exploring Post has dissolved the funds remain property of the organization and they may use or disperse the funds in any way they choose.

Sincerely,

George Arciba | District Executive

BOY SCOUTS OF AMERICA
South Texas Council

700 Everhart Bldg. A
Corpus Christi, TX 78411
P 361.814.4300 Ext. 34 | F 361.814.5798
George.Arciba@scouting.org



Prepared. For Life.™

Exploring

ANNUAL MEMORANDUM OF UNDERSTANDING

_____ has read and understands the following conditions for participating in the Exploring Program operated and maintained by Learning for Life, a District of Columbia non profit corporation ("Learning for Life"), and desires to enter into this agreement regarding its participating in the Exploring Program. The responsibilities of the organization include:

- Screening and selecting at least four adults, including committee chairman, two committee members, and an Advisor who will work directly with the post officers.
- Encourage all adults to complete Learning for Life Youth Protection Training.
- Providing adequate facilities for the Explorer post to meet on a regular schedule with time and place reserved.
- Participating in an initial program orientation session.
- Participating in at least one evaluation with Learning for Life representatives each year.

The Exploring Program is part of Learning for Life's education resource program. Learning for Life provides the support service necessary to help the participating organizations succeed in their use of the program.

These services include year-round training techniques and methods for selecting quality leaders, program resources, and primary liability insurance to cover the participating organization, its board, officers, and employees against all personal liability judgements arising from official Exploring Program activities.

This Annual Memorandum of Understanding shall remain in effect for one year from this date. Either organization may discontinue the program at any time upon written notice to the other organization.

Date: _____

Signature of organization head or designee

(Print Name)

Signature of Learning for Life Representative

(Print Name)



Statement

*****AUTO**SCH 5-DIGIT 78363
1339 0.4670 AV 0.350 4 1 276
KINGSVILLE SPECIALIZED CRIMES &
NARCOTICS TASK FORCE EXPLORERS
PO BOX 213
KINGSVILLE TX 78364-0213

Date 3/30/12 Page 1
Account Number Ending 6906
Enclosures



----- SUMMARY OF ACCOUNTS -----
Account No. Type of Account Current Balance Enclosures
Ending 6906 Small Business Checking 333.03

----- CHECKING ACCOUNTS -----
Small Business Checking Number of Enclosures 0
Account Number Ending 6906 Statement Dates 3/01/12 thru 3/31/12
Previous Balance 333.03 Days in the statement period 31
Deposits/Credits .00 Average Ledger 333
Checks/Debits .00 Average Collected 333
Service Charge .00
Interest Paid .00
Ending Balance 333.03

----- DAILY BALANCE INFORMATION -----
Date Balance
3/01 333.03

AGENDA ITEM #8

RESOLUTION #2012-_____

A RESOLUTION OF THE CITY OF KINGSVILLE CITY COMMISSION IN SUPPORT OF SENATE BILL 1917 BY ZAFFIRINI RELATING TO THE HOTEL OCCUPANCY TAX EXEMPTION.

WHEREAS, the City of Kingsville is the county seat of Kleberg County, Texas and home to the world famous King Ranch, Naval Air Station-Kingsville and Texas A&M University-Kingsville; and

WHEREAS, the City of Kingsville has hotels and motels which have been occupied by those visiting the area to enjoy nearby fishing and hunting and birdwatching, as well as those passing through on US77 (future I-69); and

WHEREAS, the Hotel Occupancy Tax (HOT) by statute, is very directed in its use, proving a financial means whereby a municipality may help itself, by undertaking events that are basic to the economic development of the area; and

WHEREAS, the Hotel Occupancy Tax has helped promote tourism, enabling the City to host events like "La Posada Parade", "the Ranch Hand Breakfast", "the Blue Angels Wings Over South Texas Air Show" and "the Birding and Wildlife Festival" to name of few, which have gained state and national attention and are attended by thousands of people; and

WHEREAS, the Hotel Occupancy Tax has helped foster healthy and active Chambers of Commerce, who day to day promotes what our area has to offer and encourages the welcome of new business while promoting business in general; and

WHEREAS, the Hotel Occupancy Tax currently has an exemption from being collected after 30 days of continuous occupancy by the same individual or in many cases, the same business or company; and

WHEREAS, companies are renting a hotel or motel room for periods of time in excess of 30 continuous days and are not paying the HOT beyond the first 30 days; and

WHEREAS, long term rental by companies or industry which are exempt after the first 30 days from the Tax has led to a disastrous effect on the HOT collection and is seriously affecting the promotion of tourism and local economic development as a whole; and

WHEREAS, this current inequity can be remedied by Texas Senate Bill 1917, which nullifies the HOT exemption and has the tax collected for every day of rental; and

WHEREAS, Senate Bill 1917, which cancels the HOT exemption, will allow areas to continue to do work already proven effective in promoting tourism and economic development in ways each city has decided best fits their area.

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

1. That the City Commission of the City of Kingsville, Texas supports Senate Bill 1917 by State Senator Zaffirini as it relates to the continual collection of the Hotel Occupancy Tax in order that municipalities may continue to effectively support their area through promotion of tourism and economic development.

PASSED AND APPROVED by the City Commission of the City of Kingsville this the ____ day of May, 2012.

Sam R. Fugate, Mayor

ATTEST:

Edna Lopez, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

AGENDA ITEM #9

RESOLUTION # 2012-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REVISED WATER UTILITY SUPPLY CONTRACT (GOV. CONTRACT #N69450-12-C-0011) BETWEEN THE CITY OF KINGSVILLE, TEXAS AND THE FEDERAL GOVERNMENT FOR NAVAL AIR STATION-KINGSVILLE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Kingsville recognizes that the continued operation of Naval Air Station Kingsville (NAS Kingsville) is important to the economy of the City of Kingsville, Kleberg County, and the region and that its future operational capacity should be protected because it fulfills an essential community purpose; and

WHEREAS, the NAS Kingsville desires to continue purchasing water from the City of Kingsville through an up-dated water utility supply contract; and

WHEREAS, the contract will be for a ten (10) year term, requires periodic meter testing, and thirty (30) days prior written notice of any water rate change; and

WHEREAS, on April 23, 2012, the City approved a contract with wording revisions to Section C.2. and the Navy is now requesting that paragraph be stricken from the contract and that FAR Clause 52.241-7 controls rate increases and decreases; and

WHEREAS, the parties believe the contract to be in the best interest of both parties;

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a revised water utility supply contract with the federal government to supply water to Naval Air Station-Kingsville in accordance with Exhibit A hereto attached and made a part hereof.

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
_____ 14th day of May, 2012.

Sam R. Fugate, Mayor

ATTEST:

Edna S. Lopez, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Engineering Department

361-595-8007
361-595-8035 Fax

DATE: May 04, 2012
TO: City Commission through City Manager
FROM: Naim Khan, Director of Public Works/City Engineer
SUBJECT: Interlocal Agreement with NAS Kingsville for supplying City Water

SUMMARY

This item authorizes the City staff to execute Water agreement with NAS Kingsville

BACKGROUND

This item was presented to the City Commission on April 23. The interlocal agreement was approved by the City Commission conditionally that the NAS Kingsville would revise the last paragraph in Section C. 2. Staff sent the revised wording to the NAVY for their review and received e-mail on May 02 stating that NAVY wanted to remove the paragraph in Section C. 2 instead of revising the paragraph.

RECOMMENDATION

The staffs recommend proceeding with the approval of revised agreement as presented.

FINANCIAL IMPACT

In FY 2011-2012 budget there is \$7786.59 remaining for the water rate study (Utility fund-5-600.2-314.50). Consultant Mr. Grady Reed with the HDR informed us that he would be able to finish the rate study for both KNAS and TAMUK and also update the model with the remaining money in the budget.

Approved

Vincent Capell, City Manager

Naim Khan

Subject: FW: Emergency Water Line Connection
Attachments: NASK-WATERCONTRACT.pdf

From: Garske, Robert CIV NAVFAC SE, JAXS [mailto:robert.garske@navy.mil]
Sent: Wednesday, May 02, 2012 7:14 AM
To: Courtney Alvarez; Naim Khan
Subject: RE: Emergency Water Line Connection

Good Morning Courtney/Naim,

I have been advised to remove the paragraph in Section C.2. from the contract completely. FAR Clause 52.241-7 paragraph (a)(2) on page 12 speaks directly to rate increases and decreases that are subject to a regulatory body (COK Board). Instead of adding /changing language the Government would like to simply remove the paragraph and allow this Clause to take precedence.

If this is acceptable please let me know and I can get the contract back to you with the paragraph in C.2. (page 3) removed.

Thank you

Respectfully,
Rob Garske
Core Utilities Contract Specialist
(904) 542-6935

Section C - Descriptions and Specifications

SCOPE OF WORK**C.1. SCOPE FOR WATER SERVICE**

The contractor shall furnish, and the Government shall purchase and receive, water service as requested by the Government for the Naval Air Station (NAS) Kingsville. Service shall be provided as stated in the provisions contained herein, and pursuant to the contractor's effective rates, tariffs, rules, regulations and practices subject to the appropriate regulatory body.

Contractor shall supply clear, potable water safe for human consumption in accordance with standards adopted by the Safe Water Drinking Act (SDWA) for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time. Contractor shall operate and provide its water service in conformity with all applicable laws, rules, codes, industry standards, permits and regulations promulgated by any and all governmental authorities having jurisdiction.

C.2. RATES AND CHARGES

All meters (if any) shall be installed by the contractor in a manner that allows verification by Government personnel. The Government reserves the right to have the contractor install meters at any location served by the system. The cost of such installations will be negotiated by the Government and contractor.

For all services furnished under this contract to the service location, the Government shall pay the contractor at the rates and charges specified in Rates, Fees and Charges attached hereto and made a part of this contract, and all revisions thereof.

For purposes of charges, any demands due to faulty operation of, or to excessive or fluctuating pressure on the contractor's system, shall not be included as part of the Government's requirement.

The contractor shall give the Contracting Officer written notice of the filing of an application for rate changes concurrently with the filing of an application. The notice shall fully describe the proposed rate change.

In the event that the regulatory body promulgates any regulation not concerning rates which materially affects this contract, the contractor shall immediately notify the Contracting Officer.

to be
deleted

No increase shall be requested in the contract rate unless the contractor has placed into effect a general rate increase to all of his customers under similar conditions of service. If the contractor has placed into effect a general rate decrease, a corresponding decrease in the contract rate shall be made.

C.2.1. Rates

The Government rate of \$1.39/1,000 gallons will be in effect until future rate changes are negotiated.

C.3. CHANGES IN CHARACTER OF SERVICE

The Government shall give reasonable notice (at least 30 days) of any material changes anticipated in demand or service requirements. The contractor shall give reasonable notice (at least 30 days) of any material changes anticipated in service capability or capacity.

C.4. DEFINITIONS

hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give 30 days written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and



(2) Any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

The FARSite:

<http://farsite.hill.af.mil/farsite.html>

(End of clause)

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 12	
2. CONTRACT (Proc. Inst. Ident.) NO. N69450-12-C-0011		3. EFFECTIVE DATE 01 Jun 2012		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY NAVAC SOUTHEAST ACQ CORE UTILITIES BLDG 903, PO BOX 30 JACKSONVILLE FL 32212-0030		CODE N69450		6. ADMINISTERED BY (If other than Item 5) See Item 5		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CITY OF KINGSVILLE 200 EAST KLEBERG KINGSVILLE TX 78363				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 1QCU9		FACILITY CODE					
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS-CLEVELAND, NORFOLK ACCOUNTS PAYABLE PO BOX 998022 CLEVELAND OH 44199		CODE N68732	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$1,500,000.00 EST	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	10 - 12
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	3 - 5		J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	6		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	7		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	8 - 9		M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 1 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER			
				TEL: EMAIL:			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1,500,000	Dollars, U.S.	\$1.00	\$1,500,000.00 EST
	Water Service FFP Account Number: 04400151000 Fresh Water SE_16_FW_00001 Follow-on contract for water service at NAS Kingsville with the City of Kingsville. Service address: 554 McCain St. Suite 214 Kingsville, TX 78363 FOB: Destination				
NET AMT					<hr/> \$1,500,000.00 (EST.)

Section C - Descriptions and Specifications

SCOPE OF WORK

C.1. SCOPE FOR WATER SERVICE

The contractor shall furnish, and the Government shall purchase and receive, water service as requested by the Government for the Naval Air Station (NAS) Kingsville. Service shall be provided as stated in the provisions contained herein, and pursuant to the contractor's effective rates, tariff's, rules, regulations and practices subject to the appropriate regulatory body.

Contractor shall supply clear, potable water safe for human consumption in accordance with standards adopted by the Safe Water Drinking Act (SDWA) for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time. Contractor shall operate and provide its water service in conformity with all applicable laws, rules, codes, industry standards, permits and regulations promulgated by any and all governmental authorities having jurisdiction.

C.2. RATES AND CHARGES

All meters (if any) shall be installed by the contractor in a manner that allows verification by Government personnel. The Government reserves the right to have the contractor install meters at any location served by the system. The cost of such installations will be negotiated by the Government and contractor.

For all services furnished under this contract to the service location, the Government shall pay the contractor at the rates and charges specified in Rates, Fees and Charges attached hereto and made a part of this contract, and all revisions thereof.

For purposes of charges, any demands due to faulty operation of, or to excessive or fluctuating pressure on the contractor's system, shall not be included as part of the Government's requirement.

The contractor shall give the Contracting Officer written notice of the filing of an application for rate changes concurrently with the filing of an application. The notice shall fully describe the proposed rate change.

In the event that the regulatory body promulgates any regulation not concerning rates which materially affects this contract, the contractor shall immediately notify the Contracting Officer.

C.2.1. Rates

The Government rate of \$1.39/1,000 gallons will be in effect until future rate changes are negotiated.

C.3. CHANGES IN CHARACTER OF SERVICE

The Government shall give reasonable notice (at least 30 days) of any material changes anticipated in demand or service requirements. The contractor shall give reasonable notice (at least 30 days) of any material changes anticipated in service capability or capacity.

C.4. DEFINITIONS

As used throughout this contract, the following terms are defined as follows. Additional definitions can be found in the "DEFINITIONS" clause (FAR 52.202-1) of Section I.

Contracting Officer (KO). An employee of the Government with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives acting within the limits of their authority as delegated by the Contracting Officer.

Contractor. Refers to both the prime contractor and subcontractors and includes any of its subsidiaries and parent companies. The prime contractor shall ensure that their subcontractors comply with the provisions of this contract.

Safe Water Drinking Act (SDWA). The main federal law that ensures the quality of Americans' drinking water. Under SDWA, Environmental Protection Agency sets standards for drinking water quality and oversees the states, localities, and water suppliers who implement those standards. For more information visit;
<http://water.epa.gov/lawsregs/rulesregs/sdwa/>

C.5. COORDINATION OF WORK

The Government hereby grants to the contractor, free of any rental or similar charge, but subject to the limitations specified in this contract, a revocable permit to enter the service location for any proper purpose under this contract, including use of the site or sites agreed upon by the parties hereto for the installation, operation, and maintenance of the facilities of the contractor required to be located upon Government premises. Authorized representatives of the contractor will be allowed access to the facilities of the contractor at suitable times to perform the obligations of the contractor with respect to these facilities. It is expressly understood that the Government may limit or restrict the right of access herein granted in any manner considered to be necessary for the National security. In such a case, the contractor may not be held liable for interruptions of service due to facts beyond his control in order to operate and maintain service.

Routine work, such as the scheduled replacement or retirement/removal of inventory and equipment shall be coordinated with the designated Government representative.

The contractor shall provide 24-hour service for trouble calls made to a published telephone line. The Government employee responsible for the building or facility experiencing service outages or trouble will call the contractor's published telephone number to report any outages. Restoration of service shall be coordinated with the individual responsible for the building or facility.

The contractor shall cooperate with the Government and contractors of the Government to facilitate outages and underground utilities location markings to allow construction/repairs on the installation(s).

The contractor shall notify a designated Government representative at least 10 days prior to any scheduled excavation. The contractor shall mark the proposed excavation location with standard industry markings, no more than 24 hours prior to providing notification. The contractor shall not begin any excavations without prior site approval. Such approval/disapproval shall be timely and not cause unreasonable delays in contractor's related work or be unreasonably withheld. The contractor shall be liable for all damages incurred by the Government related to excavations by the contractor without prior approval; however, the contractor shall not be held liable for any excavations without prior approval where said excavations are necessary to address an emergency condition.

C.6. Emergency Service Requests

Trouble calls and service calls shall be classified as an emergency at the discretion of the Contracting Officer or authorized Government official as designated by the Contracting Officer. An emergency condition is one that is detrimental to the mission of the installations, significantly impacts operational effectiveness, or compromises the safety, health, and life of personnel. Once an emergency request is received, the contractor will respond as soon as possible and endeavor to take such action as is necessary to downgrade the level of the service request to routine. The response point for all emergency calls will be the security entrance gate at each installation. Installation personnel will be responsible for facilitating rapid access of the contractor's personnel through the security entrance to the site of the emergency.

Emergency calls may include complaints and communications concerning back-ups, flood conditions, stoppages, spillages, leaks, breaks and emergencies. The emergency will be isolated as soon as possible. The emergency will be resolved and/or repaired as soon as possible. Work will be continuous until the emergency condition is eliminated or downgraded and service is restored. Additionally, repair crews appropriately trained to eliminate the condition must respond to the emergency site as soon as possible.

During non-working hours, once the emergency is isolated, the contractor, with the concurrence of the Contracting Officer or authorized Government official as designated by the Contracting Officer, will determine if the emergency needs to be resolved immediately or can wait until the next business day. If the emergency must be resolved immediately, repair crews appropriately trained to eliminate the condition must respond to the emergency site as soon as possible. If the repair can wait until the next business day, the appropriate repair crews will be on site at the start of the next business day or as soon thereafter as possible.

All emergencies will be remedied or downgraded to a non-emergency status as soon as possible.

C. 7. COMPLIANCE WITH ENVIRONMENTAL AND SAFETY LAWS/CODES

The contractor shall comply with all federal, state and local environmental and safety laws and shall be responsible for environmental assessments, studies and coordination applicable to federal, state, and local agencies required to execute their portion of this contract. This shall include, but not be limited to, all assessments, studies, permitting and coordination required to comply with federal, state and local laws regarding endangered species, historic/archaeological, and hazardous/toxic materials.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2012 TO 31-MAY-2022	N/A	N/A FOB: Destination	

Section G - Contract Administration Data

SUPERSEDED CONTRACT**G.1 Superseded Contract**

Contract N62467-84-C-1853 is hereby superseded and any payments due the contractor, connection charges paid by the Government or any credit adjustments due the Government shall accrue to now current contract, N69450-12-C-0011.

PAYMENT AND BILLING**G.2. Payment**

The contractor shall be paid by the designated disbursing office for service furnished hereunder at the rates specified. The Government shall be liable for the minimum monthly charge, if any, commencing with the billing period in which service is initially furnished and continuing until this contract is terminated, except that the minimum monthly charge shall be equitably prorated for the billing period in which commencement and termination of this contract shall become effective.

Payments shall not be made in advance of the service rendered.

The Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

Invoices for service rendered hereunder shall contain statements of the meter readings at the beginning of the billing period, meter constants, consumption during the billing period, and such other pertinent data as shall be required by the Government.

The contractor hereby declares that rates are not in excess of the lowest rates now available to any existing or prospective customer under like conditions of service, or of the same classification, and agrees that during the life of this contract the Government shall continue to be billed at the lowest available rate for similar conditions of service.

G.3. Billing Information

Navy bills are to be mailed directly from the vendor/utility provider to the Navy's vendor (SourceNet) for processing at the address shown below. Therefore, the "Bill To" and/or "Mail To" Should be addressed as follows:

For account #04400151000:

US NAVY
SE_16_FW_00001
P.O. BOX 30088
COLLEGE STATION, TX 77842-3088

Submission of invoices to another location/address will result in a rejection of the invoice.

CONTACT INFO

G.4. Point of Contact

City of Kingsville;

Emergency:
361-592-4311

Customer Service:
361-595-8040

NAS Kingsville;
UEM - 361-516-6049

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.241-2	Order of Precedence - Utilities	FEB 1995
52.241-4	Change in Class of Service	FEB 1995
52.241-5	Contractor's Facilities	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Export-Controlled Items	APR 2010
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.241-3 SCOPE AND DURATION OF CONTRACT (FEB 1995)

(a) For the period 06/01/2012 to 05/31/2022 the Contractor agrees to furnish and the Government agrees to purchase water utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

52.241-6 SERVICE PROVISIONS (FEB 1995)

(a) Measurement of service. (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than 1 percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than 30 days shall be prorated accordingly.

(b) Meter test. (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding 2 year(s) The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than 1 percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of 1 percent under normal operating conditions.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than 2

hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES (FEB 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give 30 days written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) Any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service shall be made a part of this contract by the issuance of a contract modification unless otherwise specified in the contract. The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

The FARSite:

<http://farsite.hill.af.mil/farsite.html>

(End of clause)

AGENDA ITEM #10



Engineering Department

361-595-8007
361-595-8035 Fax

DATE: May 7, 2012
TO: City Commission through City Manager
FROM: Naim Khan, Director of Public Works/City Engineer

SUBJECT: Interlocal agreement with TAMUK for Kleberg Avenue design

SUMMARY

This item authorizes the staff to execute the interlocal agreement between TAMUK and the City for the Javelina Innovation Lab to start design work for Kleberg Avenue

BACKGROUND

The need for detail engineering design of Kleberg Avenue was presented to the City Commission workshop session on January 23, 2012. Dr. Stephen J. Nix, Dean and professor, TAMUK College of Engineering sent a proposal to staff showing his interest to do this project. The proposal was approved by the City Commission on February 27, 2012. The execution of this agreement will allow the Javelina Innovation Lab to start the design work for Kleberg Avenue from 3rd Street to Courthouse.

RECOMMENDATION

The staffs recommend proceeding with the approval of agreement as presented.

FINANCIAL IMPACT

The design work for this project will cost the City \$29,825 which will come from City's FY 2011 budget surplus.

Approved

Vincent Capell, City Manager

RESOLUTION #2012-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND TEXAS A&M UNIVERSITY-KINGSVILLE RELATING TO ENGINEERING DESIGN WORK FOR KLEBERG AVENUE BETWEEN THE KLEBERG COUNTY COURTHOUSE AND THIRD STREET; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") and Texas A&M University-Kingsville ("TAMUK") try to work together for the benefit of our community when able to do so; and

WHEREAS, Kleberg Avenue from the Kleberg County Courthouse to 3rd Street is in need of engineering design for major repairs; and

WHEREAS, TAMUK has one of the best engineering programs in the country and has engineering students who could benefit from real world experience; and

WHEREAS, TAMUK has a program called Javelina Innovation Lab that pairs students with projects like this engineering design project; and

WHEREAS, the City of Kingsville and TAMUK would both benefit from the local university students performing the engineering design work for the City for this section of Kleberg Avenue and eventual road repairs from this design work would be for the benefit of those who live, work, and visit here; and

WHEREAS, the City is prepared to pay for the engineering design work for the repairing of this section of the street and TAMUK has agreed to provide students and staff supervisors for this project via their Javelina Innovation Lab; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with the terms of the agreement attached hereto.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Interlocal Cooperation Agreement Between the City of Kingsville and the Texas A&M University-Kingsville relating to engineering design work for Kleberg Avenue between the Kleberg County Courthouse and Third Street in accordance with Exhibit A hereto attached and made a part hereof.

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
____ 14th day of ____ May _____, 2012.

Sam R. Fugate, Mayor

ATTEST:

Edna S. Lopez, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KINGSVILLE
AND TEXAS A&M UNIVERSITY KINGSVILLE
RELATING TO
ENGINEERING DESIGN WORK FOR
KLEBERG AVENUE BETWEEN
THE KLEBERG COUNTY COURTHOUSE AND THIRD STREET**

WITNESSETH:

WHEREAS, Kleberg Avenue from the Kleberg County Courthouse to 3rd Street is in need of engineering design for major repairs; and

WHEREAS, TAMUK has one of the best engineering programs in the country and has engineering students who could benefit from real world experience; and

WHEREAS, TAMUK has a program called Javelina Innovation Lab that pairs students with projects like this engineering design project; and

WHEREAS, the City of Kingsville and TAMUK would both benefit from the local university students performing the engineering design work for the City for this section of Kleberg Avenue and eventual road repairs from this design work would be for the benefit of those who live, work, and visit here; and

WHEREAS, the City is prepared to pay for the engineering design work for the repairing of this section of the street and TAMUK has agreed to provide students and staff supervisors for this project via their Javelina Innovation Lab; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this agreement to render assistance to one another whenever practical in accordance with these terms; and

NOW, THEREFORE, the City of Kingsville and Texas A&M University Kingsville, in consideration of these mutual covenants and agreements, agree as follows:

1. PARTIES. The parties to this Interlocal Agreement ("Agreement") are the City of Kingsville ("City"), a Texas home rule municipality, and Texas A&M University Kingsville ("TAMUK"), a member of the Texas A&M University System, a state agency, and Texas institution of higher education.

2. PURPOSE.

- A. TAMUK will do engineering design work for Kleberg Avenue from the Kleberg County Courthouse to 3rd Street, for an amount not to exceed \$29,825.00.

- B. The City will pay TAMUK an amount not to exceed \$29,825.00 towards the engineering design work for Kleberg Avenue from the Kleberg County Courthouse to 3rd Street.

3. TERM.

- A. This Agreement shall be for a term of one year, May 14, 2012 through May 14, 2013.
- B. This Agreement may be terminated at any time by any party with or without cause upon thirty (30) days advance written notice.
- C. Any notice of termination shall be sent to the other party to this interlocal agreement at the address listed in paragraph 4 of this agreement.

4. MISCELLANEOUS PROVISIONS.

A. Notice. Notice required by this Interlocal Agreement may be given or served by depositing the notice in the United States Mail, in certified or registered form, postage prepaid, addressed to the other party, or by delivering the notice in person to the other party. Notice deposited in the United States Mail in the manner prescribed in this subsection is effective upon deposit. The addresses of the parties are:

City of Kingsville, Texas
Attention: City Manager
P.O. Box 1458
Kingsville, Texas 78364
Telephone: (361) 595-8002
Facsimile: (361) 595-8035

Texas A&M University Kingsville
Attention: Executive Director of Research & Sponsored Programs
700 University Blvd. MSC 201
Kingsville, Texas 78363-8202
Telephone: (361) 593-3219
Facsimile: (361) 593-3409

B. Effect of Waivers. No waiver by either party of any default, violation, or breach of the terms, provisions, and covenants contained in this Interlocal 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.

C. Amendment of Interlocal Agreement. This Agreement may be amended at any time. Any amendment to this Agreement must be in writing and agreed to by the governing bodies of the parties. 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.

D. Not For 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 parties.

E. Exercise of Police Powers. 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.

F. 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.

G. Mutual Indemnification: To the extent allowed by the Constitution and Laws of the State of Texas, TAMUK, 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.

H. Captions. Captions to provisions of this Interlocal Agreement are for convenience and shall not be considered in the interpretation of the provisions.

I. Fiscal Obligations. Each party which performs services or furnishes aid under this Agreement must do so with funds available from current revenues of the party.

J. 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" and a "state agency" as those terms are defined in this Agreement and in the Interlocal Cooperation Act.

K. 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 or that proper power and authority has been delegated by the governing body.

L. Entirety of Agreement. No other oral or written commitments of the parties with respect to the patching and repaving of Armstrong Street from Santa Gertrudis Avenue to Corral Avenue may have any force or effect if not contained in this Interlocal Agreement or any amendments thereto.

M. Severability. If any provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

N. 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.

O. 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.

P. Governing Laws. This Agreement shall be governed by the laws of the State of Texas.

Q. Venue. Venue for an action arising under this Agreement is in Kleberg County, Texas.

R. Effective Date. This Agreement is effective on the date when the last party executes this agreement.

S. Multiple Originals. Two (2) copies of this Agreement are executed; each shall be deemed an original.

T. Dispute Resolution: The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMUK and the City of Kingsville to attempt to resolve any claim for breach of this agreement by either party that cannot be resolved in the ordinary course of business. City shall submit written notice of a claim of breach of contract under this Chapter to Director of Procurement and General Services of TAMUK, who shall examine City's claim and any counterclaim and negotiate with City in an effort to resolve the claim.

EXECUTED by Texas A&M University – Kingsville on the ____ day of _____, 2012.

Sandra D. Garcia, CRA
Executive Director of Research & Sponsored Programs

ATTEST:

Debora Bugenhagen
Administrative Assistant III, Finance and Administration

EXECUTED by the City of Kingsville on the _____ day of _____, 2012.

Vincent J. Capell
City Manager

ATTEST:

Edna Lopez
City Secretary

APPROVED AS TO FORM:

Courtney Alvarez
City Attorney

AGENDA ITEM #11



Engineering Department

361-595-8007
361-595-8035 Fax

DATE: May 04, 2012
TO: City Commission through City Manager
FROM: Naim Khan, Director of Public Works/City Engineer
SUBJECT: Caesar Ditch Drainage Improvement - TxDOT

SUMMARY

This item will authorize staff to provide additional \$39,227.93 to TxDOT for Caesar Ditch Improvement project.

BACKGROUND

City Commission approved a resolution on August 28, 2011 which allowed the City manager to enter an agreement with TxDOT for Caesar Ditch drainage improvements. City has already sent a check to TxDOT in the amount of \$364,402 as per the initial engineering cost estimate. Based on the actual low bid amount, the City's anticipated costs have increased in the amount of \$39,227.93 (Total cost of the project will be \$403,629.93)

RECOMMENDATION

The staffs recommend proceeding with the approval of providing additional \$39,227.93 to TxDOT.

FINANCIAL IMPACT

\$39,227.93 will come from CO 2011.

Vincent Capell, City Manager



Texas Department of Transportation

1701 SOUTH PADRE ISLAND DRIVE • CORPUS CHRISTI, TEXAS 78416 • (361) 808-2300

April 20, 2012

Corpus Christi District
Project: NH 2012(313)
Control: 0102-04-095
Highway: US 77 (Ceaser Bridge Overpass)
County: Kleberg

Mr. Vincent J. Capell
City Manager
City of Kingsville
200 E. Kleberg
Kingsville, TX 78363

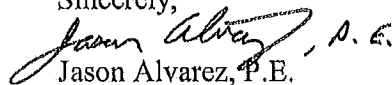
Dear Mr. Capell:

As indicated on the executed Advanced Funding Agreement for the above mentioned project, the City's anticipated engineering and direct costs were equal to \$ 364,402.00. Since the time of letting and based on the actual low bid amount, the City's anticipated costs have increased by a total amount of \$ 39,227.93. Please refer to the attached Statement of Cost for the breakdown of expenditures.

Therefore, the Department is requesting that a warrant be made payable to the Texas Department of Transportation in the amount of thirty-nine thousand two hundred twenty-seven dollars and ninety-three cents (\$ 39,227.93). Please forward the warrant to the address mentioned below.

Texas Department of Transportation
1701 South Padre Island Drive
Corpus Christi, TX 78416

Your immediate attention to this matter would be appreciated. If you have any questions, feel free to call my office at (361)-808-2495.

Sincerely,

Jason Alvarez, P.E.

Attachment

cc: Naim Khan, P.E., Lonnie Gregorcyk, P.E.

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

Initial Cost Estimate

CONTROL: 0102-04-095

HIGHWAY: US 77

COUNTY: KLEBERG

PROGRAM ESTIMATE TEXAS DEPARTMENT OF TRANSPORTATION

TYPE: INSTALLING TWO SINGLE BOX CULVERTS, AN 8'X6' AND 10'X6', REMOVAL & DISPOSAL OF EXISTING DRAINAGE STRUCTURES, DRIVEWAY, MBGF, ADDING SETS

LENGTH: FEET = _____
MILES = 0.00

LIMITS: _____

PRE LETTING

Date: 01/05/12

ITEM NO.	DESC NO.	SPEC NO.	DESCRIPTION	UNIT	QTY.	PRICE	AMOUNT
104	2017		REMOVING CONC (DRIVEWAYS)	SY	550.00	\$5.00	\$2,750.00
164	2035		DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	875.00	\$0.09	\$79.00
166	2002		FERTILIZER	TON	0.03	\$450.00	\$14.00
168	2001		VEGETATIVE WATERING	MG	14.10	\$20.00	\$282.00
402	2001		TRENCH EXCAVATION PROTECTION	LF	267.00	\$4.00	\$1,068.00
432	2050		RIPRAP (CONC)(CL B)(5 IN)	CY	200.00	\$320.00	\$64,000.00
462	2021		CONC BOX CULV (8 FT X 6 FT)	LF	266.00	\$370.00	\$98,420.00
462	2030		CONC BOX CULV (10 FT X 6 FT)	LF	267.00	\$360.00	\$96,120.00
467	2200		SET (TY I)(S= 8 FT)(HW= 7 FT)(6:1)(P)	EA	1.00	\$9,000.00	\$9,000.00
467	2206		SET (TY I)(S= 10 FT)(HW= 7 FT)(6:1)(P)	EA	1.00	\$11,000.00	\$11,000.00
496	2007		REMOV STR (PIPE)	LF	233.00	\$16.00	\$3,728.00
496	2008		REMOV STR (BOX CULVERT)	LF	34.00	\$22.00	\$748.00
500	2001		MOBILIZATION	LS	1.00	\$0.00	\$0.00
502	2001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	12.00	\$0.00	\$0.00
506	2006		ROCK FILTER DAMS (INSTALL) (TY 2)	CY	8.00	\$110.00	\$880.00
506	2010		ROCK FILTER DAMS (REMOVE)	CY	8.00	\$50.00	\$400.00
512	2008		PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	180.00	\$30.00	\$5,400.00
512	2009		PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	40.00	\$30.00	\$1,200.00
512	2026		PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	140.00	\$4.55	\$637.00
512	2027		PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	40.00	\$5.00	\$200.00
512	2044		PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	180.00	\$5.50	\$990.00
512	2045		PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	40.00	\$5.50	\$220.00
530	2010		DRIVEWAYS (CONC)	SY	550.00	\$48.00	\$26,400.00

ITEM NO.	DESC NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
540	2001		MTL W-BEAM GD FEN (TIM POST)	LF	35.00	\$18.00	\$630.00
540	2015		MTL W-BEAM GD FEN(TIM POST)RADIUS RAIL	LF	20.00	\$24.00	\$480.00
542	2001		REMOVING METAL BEAM GUARD FENCE	LF	55.00	\$2.50	\$138.00
662	2055		WK ZN PAV MRK REMOV (REFL) TY II-A-A	LF	144.00	\$1.50	\$216.00
662	2060		WK ZN PAV MRK REMOV (TRAF BTN) TY W	EA	144.00	\$1.50	\$216.00
662	2062		WK ZN PAV MRK REMOV (TRAF BTN) TY Y	EA	96.00	\$1.50	\$144.00
672	2015		REFL PAV MRKR TY II-A-A	EA	10.00	\$3.50	\$35.00
8251	2017		RE PM W/RET REQ TY I(Y)4"(SLD)(090MIL)	LF	800.00	\$0.44	\$352.00
			PROJECT TOTAL				\$325,800.00

(A)

Actual Low Bid

CONTROL: 0102-04-095

HIGHWAY: US 77

COUNTY: KLEBERG

PROGRAM ESTIMATE
TEXAS DEPARTMENT OF TRANSPORTATION

TYPE: INSTALLING TWO SINGLE BOX CULVERTS, AN 8'X6' AND 10'X6', REMOVAL & DISPOSAL OF EXISTING DRAINAGE STRUCTURES, DRIVEWAY, MBGF, ADDING SETS

LENGTH: FEET = _____
MILES = 0.00

LIMITS: _____

POST LETTING

Date: 04/03/12

ITEM NO.	DESC NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
104	2017		REMOVING CONC (DRIVEWAYS)	SY	136.00	\$9.70	\$1,319.20
164	2035		DRILL SEEDING (PERM) (RURAL) (CLAY)	SY	862.00	\$0.20	\$172.40
166	2002		FERTILIZER	TON	0.10	\$820.00	\$82.00
168	2001		VEGETATIVE WATERING	MG	16.00	\$31.00	\$496.00
402	2001		TRENCH EXCAVATION PROTECTION	LF	540.00	\$1.75	\$945.00
432	2050		RIPRAP (CONC)(CL B)(5 IN)	CY	125.00	\$360.00	\$45,000.00
462	2021		CONC BOX CULV (8 FT X 6 FT)	LF	270.00	\$360.00	\$97,200.00
462	2030		CONC BOX CULV (10 FT X 6 FT)	LF	270.00	\$530.00	\$143,100.00
467	2200		SET (TY I)(S= 8 FT)(HW= 7 FT)(6:1)(P)	EA	1.00	\$16,000.00	\$16,000.00
467	2206		SET (TY I)(S= 10 FT)(HW= 7 FT)(6:1)(P)	EA	1.00	\$19,000.00	\$19,000.00
496	2007		REMOV STR (PIPE)	LF	234.00	\$11.50	\$2,691.00
496	2008		REMOV STR (BOX CULVERT)	LF	34.00	\$50.00	\$1,700.00
506	2006		ROCK FILTER DAMS (INSTALL) (TY 2)	CY	8.00	\$160.00	\$1,280.00
506	2010		ROCK FILTER DAMS (REMOVE)	CY	8.00	\$82.00	\$656.00
506	2024		BACKHOE WORK (EROSION & SEDM CONT)	HR	7.00	\$71.00	\$497.00
512	2008		PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	200.00	\$21.00	\$4,200.00
512	2009		PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	40.00	\$10.75	\$430.00
512	2026		PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	120.00	\$2.70	\$324.00
512	2027		PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	40.00	\$4.20	\$168.00
530	2010		DRIVEWAYS (CONC)	SY	380.00	\$52.00	\$19,760.00
540	2001		MTL W-BEAM GD FEN (TIM POST)	LF	100.00	\$19.50	\$1,950.00
540	2005		TERMINAL ANCHOR SECTION	EA	1.00	\$720.00	\$720.00
542	2001		REMOVING METAL BEAM GUARD FENCE	LF	55.00	\$1.05	\$57.75

ITEM NO.	DESC NO.	SPEC NO.	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
662	2050		WK ZN PAV MRK REMOV (REFL) TY I-A	LF	86.00	\$2.10	\$180.60
662	2060		WK ZN PAV MRK REMOV (TRAF BTN) TY W	EA	124.00	\$1.70	\$210.80
662	2062		WK ZN PAV MRK REMOV (TRAF BTN) TY Y	EA	124.00	\$1.70	\$210.80
672	2015		REFL PAV MRKR TY II-A-A	EA	10.00	\$8.20	\$82.00
677	2001		ELIM EXT PAV MRK & MRKS (4")	LF	1700.00	\$0.70	\$1,190.00
730	2002		FULL-WIDTH MOWING	AC	0.20	\$77.00	\$15.40
8251	2017		RE PM W/RET REQ TY I(Y)4"(SLD)(090MIL)	LF	800.00	\$0.37	\$296.00
			PROJECT TOTAL				\$359,933.95

(B)

US 77 Overpass Project

From: South of SH 141

To: North of FM 425

PROJECT

NH 2012(313)
CSJ: 0102-04-095

	Preletting Amounts	Letting Amounts
Construction	\$ 325,800.00	\$ 359,933.95 Construction
Local Participation (100%)	\$ 325,800.00	\$ 359,933.95 Local Participation (100%)
CE Costs (100%)	\$ 35,469.00	\$ 39,592.73 CE Costs (100%) Local
Construction Direct Costs (1.14%) Local	\$ 3,133.00	\$ 4,103.25 CE Costs Direct (1.14%) Local
Totals	<u>\$ 364,402.00</u>	<u>\$ 403,629.93</u>
		Amount Chargeable to the City of Kingsville
		Less: Amount Placed in Escrow
		<u>Deficit Amount</u>
		\$ 403,629.93
		\$ 364,402.00
		<u>\$ (39,227.93)</u>

Deposited 3/07/12 \$364,402.00

- 1 Construction Engineering (Inspection by the State Engineer and Inspector))
- 2 Construction Direct Costs - State Vehicle, Survey Equipment etc.

AGENDA ITEM #12



Engineering Department

361-595-8007

361-595-8035 Fax

DATE: May 04, 2012

TO: City Commission through City Manager

FROM: Naim Khan, Director of Public Works/City Engineer

SUBJECT: Request for City Water Line Extension – Franklin Welding

SUMMARY

This item authorizes the City staff to extend 8" Water line from the end of existing Water line to about 1200 feet north on Young Drive.

BACKGROUND

Currently Franklin Welding, Service, Inc. has a two-inch private water line for domestic use from Corral Ave to their property but they do not have any Fire line and Fire hydrant close to their property. Franklin Welding personnel met with the staff and they informed us that their work force was increased exponentially in last year which would continue this year. They are in the process of expansion of their building. Fire hydrant at or near this property is extremely important for the safety of the people and the equipment. City staff did a cost estimate for the installation of 8" water line. Sharing of the cost between the City and Franklin Welding for the installation of about 1200 feet of 8" water line was discussed. As per the discussion each entity agreed to bear 50% of total cost if it is approved by the City Commission. Franklin Welding wants to pay their shared cost in 12- month installment.

RECOMMENDATION

The staffs recommend proceeding with the approval of cost sharing agreement as presented.

FINANCIAL IMPACT

Total cost of the project including materials, sampling, labor and equipment is \$25,554.47. This item will expend \$12,777.24 which will come from 2011-2012 utility fund (051-5-600.1-541.00)

Vincent Capell, City Manager



Project Cost Estimate				
Project Location				
1600-1700 Young Drive				
Project Title				
Franklin Welding				
New 8" Water Line Extension				
Material Estimates	Quantity		Material Cost	
	Amount	Unit	Unit Cost	Total
C-900-8" PVC pipe	1200'		\$ 7.80	\$ 9,360.00
8" Gate Valve	1		\$ 667.38	\$ 667.38
8"x 6" MJ Reducer	1		\$ 43.00	\$ 43.00
8"x6" MJ Tee	2		\$ 85.10	\$ 170.20
Fire Hydrant 4' bury	2		\$ 1,706.67	\$ 3,413.34
6" MJ Valve	2		\$ 419.03	\$ 838.06
18"x24" valve Boxes	2		\$ 42.63	\$ 85.26
8" MJ Cap	1		\$ 43.55	\$ 43.55
Swivel Adapter	2		\$ 77.74	\$ 155.48
Sand	180 yds.		\$ 16.50	\$ 2,970.00
8" Megalugs	6		\$ 56.50	\$ 339.00
6" Megalugs	4		\$ 43.50	\$ 174.00
Material Total 1st Page:				\$ 18,259.27

Equipment Estimates	Quantity		Material Cost	
	Amount	Unit/hr	Unit Cost	Total
Backhoe		48 hr.	\$ 35.00	\$ 1,680.00
Utility Truck		48 hr.	\$ 15.00	\$ 720.00
3/4 Ton Pickup Truck		48 hr.	\$ 10.00	\$ 480.00
16' Trailer		8 hr	\$ 10.00	\$ 80.00
Dump Truck		8 hr	\$ 15.00	\$ 120.00
Walk behind concrete saw		8 hr	\$ 20.00	\$ 160.00
Equipment Total:				\$ 3,240.00

Estimated By	Project No.	Date Prepared		
Marco Jimenez		May 2, 2012		
Water Dept				
Labor Estimates	Quantity		Labor Cost	
Job Description	Amount	Unit/Hr	Unit Cost	Total
Equipment Op. III	1	48 hrs.	\$ 17.01	\$ 816.48
Equipment Op. II	1	48 hrs.	\$ 15.92	\$ 764.16
Utility Worker	1	48hrs.	\$ 12.31	\$ 590.88
Utility Worker	1	48 hrs.	\$ 12.31	\$ 590.88
Foreman	1	12 hrs	\$ 21.90	\$ 262.80
Contract Labor			\$	\$ 780.00
			\$	\$ -
			\$	\$ -
			\$	\$ -
Labor Total:			\$	\$ 3,805.20

Other Services	Quantity		Material Cost	
	Amount	Unit	Unit Cost	Total
Description				
Sampling	2		\$ 125.00	\$ 250.00
			\$	\$ -
Other Services Total:			\$	\$ 250.00

Grand Totals	Quantity		Material Cost	
	Amount	Unit	Unit Cost	Total
Material				\$ 18,259.27
Labor				\$ 3,805.20
Equipment				\$ 3,240.00
Total				\$ 25,304.47
			\$	\$ -
SUB-TOTAL			\$	\$ 25,304.47
Other Services			\$	\$ 250.00
			\$	\$ -
Grand Total:			\$	\$ 25,554.47

(A)

AGENDA ITEM #13



Purchasing Department

361-595-8025
361-595-8035 Fax

DATE: May 4, 2012.

TO: City Commission through City Manager

FROM: David Mason, Purchasing Director

SUBJECT: Loader with grapppler

SUMMARY

This item authorizes the purchase of one front end loader with a grapple for the Landfill.

BACKGROUND

The Loader with rake and grapple will be used primarily for the transfer of brush into the brush burner but can also be used for multiple tasks at the landfill.

RECOMMENDATION

We believe the best value for the City is a Hyundai 730-9 Wheel Loader with a Pemeberton Loader Rake with Grapple from Nueces Power Equipment (NPE) ,Corpus Christi. The Hyundai loader comes preplumbed with auxiliary hydraulics reducing the cost of adding the attachment. The item can be purchased through H-GAC, thereby satisfying state purchasing law regarding competitive bidding regulations.

FINANCIAL IMPACT

This action will expend \$93,440.60 (the H-GAC quote), which is less than the \$120,000 allocated for this purchase. Funds are available 087-5-170.2-712.00 Solid Waste Capital Projects.

Approved

Vince Capell, City Manager



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

EM06-11

Date
Prepared:

04/16/2011

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Kingsville	Contractor:	Nueces Power Equipment
Contact Person:	David Mason	Prepared By:	Ruben Pena
Phone:	361-595-8025	Phone:	361-289-0066
Fax:		Fax:	361-289-7424
Email:	purchdir@cityofkingsville.com	Email:	ruben@npetex.com

Product Code:	13C	Description:	2011 HYUNDAI HL730-9 WHEEL LOADER w/2.5 cu yd bkt & frt attachment incl cylinders
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$80,863.20

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
20.5x25 16PR tires	\$2,975.50	3yr or 3000hr full machine warranty	\$0.00
rear view camera	\$0.00	3 year himate access	\$0.00
Hi-mate RMS	\$0.00		
air suspension seat w/heat	\$0.00		
heavy duty ac	\$0.00		
heated side mirrors	\$0.00		
mp3 player w/ radio	\$0.00		
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$0.00		
XXXXXXXXXXXXXXXXXXXXXXXXXXXX	\$0.00		
rear limited slip differentials	\$1,106.60	Subtotal From Additional Sheet(s):	
auxiliary hydraulics	\$0.00	Subtotal B:	\$4,082.10

C. Unpublished Options - Itemize below - Attach additional sheet if necessary

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PEMBERTON LOADER RAKE WTH GRAPPLE	\$14,170.30		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$14,170.30

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

17%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$99,115.60	=	Subtotal D:	\$99,115.60
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E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
PDI	\$2,025.00	TEREX TX760 BACKHOE SN SMFB44TC027CM7299	-\$8,000.00
Freight from Galveston, Tx	\$2,300.00	TEREX TX760 BACKHOE SN SMFB44TC027CM7170	-\$2,000.00
		Subtotal E:	-\$5,675.00

Delivery Date: 30-90 days

F. Total Purchase Price (D+E):

\$93,440.60

AGENDA ITEM #14



Purchasing Department

361-595-8025
361-595-8035 Fax

DATE: May 4, 2012
TO: City Commission through City Manager
FROM: David Mason, Purchasing/IT Director
SUBJECT: Refuse Truck

SUMMARY

This item authorizes the purchase of one truck with refuse body for the Sanitation Department.

BACKGROUND

This truck will primarily be for commercial collection but will also be equipped with a grabber arm to provide backup for residential collection as well.

RECOMMENDATION

We believe the best value for the City is a Kann Manufacturing Commercial Side Loader with the Grabber option on a Peterbilt 320 Chassis. The chassis is available through Rush Truck Centers of Texas and the body directly from Kann. As both are available through HGAC quotes, competitive bidding regulations are satisfied.

FINANCIAL IMPACT

The chassis is \$130,470.00 and the body is \$100,258.00 for a total of \$230,728.00. A \$30,000 trade in is being offered by Kann bringing the total outlay to \$200,728.00. This is a budgeted item and there is a balance of \$200,000.00 in 087-5-170.2-711.00 Solid Waste Capital Projects, with \$728.00 in additional funds from projected saving from the Front End Loader budgeted from the same fund.

Approved

Vince Capell, City Manager

LANDFILL

Chassis	\$130,470.00
Body	<u>100,258.00</u>
Truck Price	<u>\$230,728.00</u>
Less Truck Trade-In	(30,000.00)
Truck Price Net of Trade-In	<u>\$200,728.00</u>
Projected Budgeted Savings - Fund 087 Refuse Truck	\$200,000.00
Budgeted Savings Front-End Loader	<u>728.00</u>
	<u>\$200,728.00</u>



Kann Manufacturing Corporation
P.O. Box 400 – 210 Regent Street – Guttenberg, Iowa 52052
Phone: 563-252-2035 – Fax: 563-252-3069 – Email: sales@kannmfg.com

QUOTE

Date	Quote #
05/03/12	2356

Quote To: CITY OF KINGSVILLE

Ship To: CITY OF KINGSVILLE
1300 E. CORRAL AVENUE
KINGSVILLE, TX
78363-

Contact LUKE STEVENS
Customer
Telephone 361-595-8094 Fax

Terms	Expiry Date	Salesperson	Ship Via
C.O.D-CO CK OK	06/03/12	BK	INCLUDED

Qty	Part #	Description	Unit Price	Ext. Price
1.0-	TRADE-IN	2004 IH 7400 1HTWHAAR24J087053	30,000.00	30,000.00-

TRADE IN AMOUNT IS BASED ON PURCHASING A NEW
BODY.

Sub Total: 30,000.00-

Federal Excise Tax: 0.00

Freight Total: 0.00

Total: 30,000.00-

-Customer is responsible for throttle advance programming if required.

- F.O.B. Kann Manufacturing Corporation. Freight charge is estimated based upon fuel cost at the time of quotation. The charge is subject to change at the time of delivery.

- Modifications to customer supplied chassis will be at the customer's expense and will be added to the customer's invoice. Customers will be notified prior to any modifications.

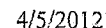
- If Kann Manufacturing Corporation facilitates the customer purchase of a chassis, C.O.D. terms on both chassis and body will supercede all other specified terms found in this agreement.

*** Ordering Information:

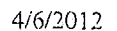
Order date: _____ Number of Units Ordered: _____ Customer's P.O. #: _____

Customer Order Authorization Signature: _____

Kann Manager Authorization: _____



Delivery Date:	120 DAYS AFTER RECEIPT OF A PURCHASE ORDER	G. Total Purchase Price (D+E+F):	\$ 130,470.00
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100258

AGENDA ITEM #15



Purchasing Department

361-595-8025
361-595-8035 Fax

DATE: May 4, 2012
TO: City Commission through City Manager
FROM: David Mason, Purchasing Director
SUBJECT: Manhole Rehab RFP 12-35

SUMMARY

This contract will allow for the continuing project of upgrading manholes by priority of disrepair as funding allows.

BACKGROUND

We advertised the RFP on March 28, 2012 and April 4, 2012 and proposals were accepted until 1:30 pm on April 10, 2012. There were two respondents to the RFP: Standard Cement Materials at \$221,622.00 and National Power Rodding at \$298,600.00. The RFP was written with unit prices for each of the different items to allow for RFP analysis and to allow the award to be made on an incremental basis as both RFP's are above the budgeted amount of \$160,000.00

RECOMMENDATION

It is recommended the contract be awarded to Standard Cement Materials, Houston, TX in the amount of \$160,000.00

FINANCIAL IMPACT

This action will expend \$160,000.00 from the 062-5-700.3-551.00 CO 2005 utility fund.

Approved

Vincent Capell, City Manager

SECTION 8
PRICING SCHEDULE

Proposal of: STANDARD CEMENT MATERIALS INC
(Proposer Company Name)

To: The City of Kingsville Texas
Reference: Sanitary Sewer Manhole Improvements Along Santa Gertrudis Avenue
RFP No.: RFP No. 12-35

Ladies and Gentlemen;

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the sewer manhole rehabilitation services required pursuant to the above-referenced Request for Proposal upon the terms quoted below. The Owner/ City will not accept bid/ proposals which include assumptions or exceptions to the work identified in the specifications and requirements.

8.1 Pricing Schedule for Rehabilitation Services Offered:

RFP 12-35 Sanitary Sewer Manhole Improvement Project
City of Kingsville, Texas

BID PROPOSAL

ITEM NO.	QUANTITY UNIT	DESCRIPTION OF ITEM AND UNIT PRICES (IN WORDS AND NUMERALS)	UNIT PRICE	TOTAL AMOUNT
SEWER MANHOLES				
1.	3 Each	Repair and adjust manhole ring and cover as necessary to facilitate the adjustment with existing, complete in place, the sum of: <u>One Thousand -</u> Dollars & <u>00/00</u> Cents	<u>\$ 1000⁰⁰</u>	<u>\$ 3,000⁰⁰</u>
2.	2 Each	Replace manhole ring and cover as necessary to facilitate the replacement, complete in place, the sum of: <u>one Thousand Five hundred -</u> Dollars & <u>00/00</u> Cents	<u>\$ 1500⁰⁰</u>	<u>\$ 3,000⁰⁰</u>
3.	371 VFT	Condition 2: Structural restoration with cementitious liner up to 1 ½ inch thickness and the epoxy coating at 100 mills to facilitate the rehabilitation, complete in place, the sum of: <u>two hundred & Sixty Two -</u> Dollars & <u>00/00</u> Cents	<u>\$ 262⁰⁰</u>	<u>\$ 97,202⁰⁰</u>
4.	55 VFT	Condition 4: Structural restoration with cementitious liner up to 2 inch thickness and the epoxy coating at 125 mills to facilitate the rehabilitation, complete in place, the sum of: <u>Four hundred & Forty Four</u> Dollars & <u>00/00</u> Cents	<u>\$ 444⁰⁰</u>	<u>\$ 24,420⁰⁰</u>

5. 50 Each Clean extra debris in manhole to facilitate the repair, complete in place, the sum of:
THREE HUNDRED NINETY NINE Dollars & 00/00 Cents \$ 399.⁰⁰ \$ 19,950.⁰⁰
6. 50 Each Reconstruct manhole bench and invert as necessary to facilitate the repair, complete in place, the sum of:
SEVEN HUNDRED & FIFTY Dollars & 00/00 Cents \$ 750.⁰⁰ \$ 37,500.⁰⁰
7. 2 Each Stop water infiltration through joints, repair pipe seal or seam and coat with cementitious liner as necessary to facilitate the repair, complete in place, the sum of:
EIGHTEEN HUNDRED & FIFTY Dollars & 00/00 Cents \$ 1850.⁰⁰ \$ 3,700.⁰⁰
8. 2 Each Remove existing cement and epoxy coatings in the manhole as necessary to facilitate the repair, complete in place, the sum of:
TWO THOUSAND NINE HUNDRED FIFTY Dollars & 00/00 Cents \$ 2950.⁰⁰ \$ 5900.⁰⁰
9. 1 Each Traffic control as necessary to facilitate the repair, complete in place, the sum of:
SEVEN THOUSAND FIVE HUNDRED Dollars & 00/00 Cents \$ 7500.⁰⁰ \$ 7,500.⁰⁰

10. 1 Each By-pass pumping as necessary to facilitate the repair, complete in place, the sum of:
Nine Thousand Five hundred Dollars &
00/00 Cents \$ 9500⁰⁰ \$ 9,500⁰⁰
11. 50 Each Inspect the cementitious liner application by core drilling in three locations to facilitate the manhole inspection, complete in place, the sum of:
Ninety Nine Dollars &
00/00 Cents \$ 99⁰⁰ \$ 4950⁰⁰
12. 50 Each Inspect the cementitious liner application with a digitally formatted video recorder to facilitate the manhole inspection, complete in place, the sum of:
FIFTY Dollars &
00/00 Cents \$ 50⁰⁰ \$ 2500⁰⁰
13. 50 Each Inspect the epoxy coating application with a holiday tester device to facilitate the manhole coating inspection, complete in place, the sum of:
FIFTY Dollars &
00/00 Cents \$ 50⁰⁰ \$ 2500⁰⁰
14. TOTAL BASE BID ITEMS – SEWER MANHOLES:
two hundred twenty one Thousand six hundred twenty two dollars Dollars &
00/00 Cents \$ — \$ 221,622⁰⁰

8.2 Delivery Schedule of Events and Time Periods

Proposer must indicate the number of calendar days needed to implement the program from the date of contract execution to commencement services.

8.3 The City's standard payment terms are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to City:

Prompt Payment Discount 0 % _____ days/ net 30 days.

Contractor understands and agrees that payments under the Agreement may be subject to the withholding requirements of Section 3402(f) of the Internal Revenue Code.

Respectfully submitted:

Proposer: STANDARD CEMENT MATERIALS INC.

By: Mario Tamez Jr.

Name: Mario Tamez Jr.

Title: Vice President

Date: 04/09/12

SEAL:

Secretary: Margaret L. Tamez
Margaret L. Tamez

SECTION 8

PRICING SCHEDULE

Proposal of: National Power Rodding Corp.
(Proposer Company Name)

To: The City of Kingsville Texas

Reference: Sanitary Sewer Manhole Improvements Along Santa Gertrudis Avenue

RFP No.: RFP No. 12-35

Ladies and Gentlemen;

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the sewer manhole rehabilitation services required pursuant to the above-referenced Request for Proposal upon the terms quoted below. The Owner/City will not accept bid/proposals which include assumptions or exceptions to the work identified in the specifications and requirements.

8.1 Pricing Schedule for Rehabilitation Services Offered:

ORIGINAL

RFP 12-35 Sanitary Sewer Manhole Improvement Project
City of Kingsville, Texas

BID PROPOSAL

ITEM NO.	QUANTITY UNIT	DESCRIPTION OF ITEM AND UNIT PRICES (IN WORDS AND NUMERALS)	UNIT PRICE	TOTAL AMOUNT
SEWER MANHOLES				
1.	3 Each	Repair and adjust manhole ring and cover as necessary to facilitate the adjustment with existing, complete in place, the sum of: Two thousand eight hundred Dollars & zero Cents	\$ 2,800.00	\$ 8,400.00
2.	2 Each	Replace manhole ring and cover as necessary to facilitate the replacement, complete in place, the sum of: Three thousand two hundred Dollars & zero Cents	\$ 3,200.00	\$ 6,400.00
3.	371 VFT	Condition 2: Structural restoration with cementitious liner up to 1 ½ inch thickness and the epoxy coating at 100 mils to facilitate the rehabilitation, complete in place, the sum of: Three hundred fifty Dollars & zero Cents	\$ 350.00	\$ 129,850.00
4.	55 VFT	Condition 4: Structural restoration with cementitious liner up to 2 inch thickness and the epoxy coating at 125 mils to facilitate the rehabilitation, complete in place, the sum of: Four hundred Dollars & zero Cents	\$ 400.00	\$ 22,000.00

5.	50	Each	Clean extra debris in manhole to facilitate the repair, complete in place, the sum of:		
			Five hundred	Dollars &	
			zero	Cents	\$ 25,000.00
6.	50	Each	Reconstruct manhole bench and invert as necessary to facilitate the repair, complete in place, the sum of:		
			Six hundred fifty	Dollars &	
			zero	Cents	\$ 32,500.00
7.	2	Each	Stop water infiltration through joints, repair pipe seal or seam and coat with cementitious liner as necessary to facilitate the repair, complete in place, the sum of:		
			Six hundred	Dollars &	
			zero	Cents	\$ 1,200.00
8.	2	Each	Remove existing cement and epoxy coatings in the manhole as necessary to facilitate the repair, complete in place, the sum of:		
			Two thousand five hundred	Dollars &	
			zero	Cents	\$ 4,000.00
9.	1	Each	Traffic control as necessary to facilitate the repair, complete in place, the sum of:		
			Ten thousand	Dollars &	
			zero	Cents	\$ 10,000.00

10.	1	Each	By-pass pumping as necessary to facilitate the repair, complete in place, the sum of:		
			Three thousand	Dollars &	
			zero	Cents	\$ 3,000.00
11.	50	Each	Inspect the cementitious liner application by core drilling in three locations to facilitate the manhole inspection, complete in place, the sum of:		
			Seven hundred fifty	Dollars &	
			zero	Cents	\$ 750.00
12.	50	Each	Inspect the cementitious liner application with a digitally formatted video recorder to facilitate the manhole inspection, complete in place, the sum of:		
			One hundred twenty five	Dollars &	
			zero	Cents	\$ 125.00
13.	50	Each	Inspect the epoxy coating application with a holiday tester device to facilitate the manhole coating inspection, complete in place, the sum of:		
			Two hundred fifty	Dollars &	
			zero	Cents	\$ 250.00
14.	TOTAL BASE BID ITEMS -- SEWER MANHOLES:				
			Two hundred eighty-six thousand five hundred twenty-two	Dollars &	
			Forty-four	Cents	\$ 298,600.00

8.2 Delivery Schedule of Events and Time Periods

Proposer must indicate the number of calendar days needed to implement the program from the date of contract execution to commencement services. 30 Days

8.3 The City's standard payment terms are "Net 30 days." Indicate below the prompt payment discount that Proposer will provide to City:

Prompt Payment Discount _____ % _____ days/ net 30 days.

Contractor understands and agrees that payments under the Agreement may be subject to the withholding requirements of Section 3402(f) of the Internal Revenue Code.

Respectfully submitted:

Proposer: National Power Roadking Corp.

By: 

Name: William T. Kreidler

Title: Vice President

Date: 4/10/12

This proposal will remain valid for the City's acceptance for a minimum of one hundred twenty (120) days after the Submittal Deadline.

BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

CONTRACTOR:

(Name, legal status and address)

National Power Rodding Corporation
2500 W. Arthington Street
Chicago, IL 60612

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address):

City of Kingsville

BOND AMOUNT: Five percent of total bid (5%)

PROJECT:

(Name, location or address, and Principal number, if any)

RFP No. 12-35

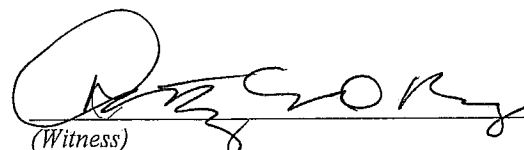
Sanitary Sewer Manhole Improvements along Santa Gertrudis Ave.

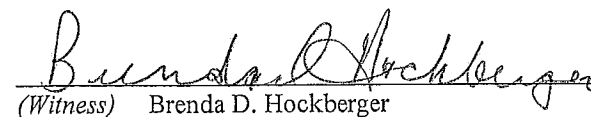
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

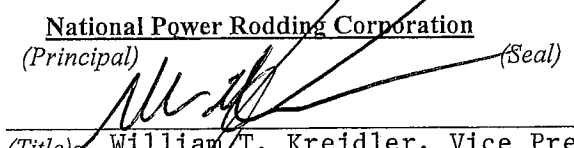
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

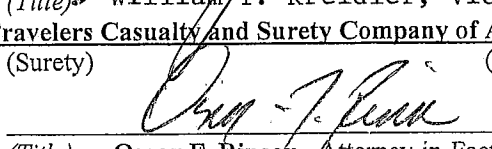
Signed and sealed this 10th day of April, 2012.


(Witness)


(Witness) Brenda D. Hockberger

National Power Rodding Corporation
(Principal) (Seal)


(Title) William T. Kreidler, Vice President
Travelers Casualty and Surety Company of America
(Surety) (Seal)


(Title) Oscar F. Rincon, Attorney-in-Fact

AGENDA ITEM #16



Purchasing Department

361-595-8025
361-595-8035 Fax

DATE: May 4, 2012
TO: City Commission through City Manager
FROM: David Mason, Purchasing Director
SUBJECT: UV Lights RFP 12-34

SUMMARY

This contract will be to upgrade the UV Lighting and associated electrical panel at the 3mgd wastewater plant.

BACKGROUND

We advertised the RFP on March 28, 2012 and April 4, 2012 and proposals were accepted until 1:30 pm on April 10, 2012. There were two respondents to the RFP: Radiant Industrial Solutions at \$132,973.00 and Ozonia North America at \$154,000. In negotiating with Radiant Industrial Solutions we were able to break out the included electrical of \$19,500.00 and use our existing electrical contractor's (Rabalais) quote of \$9,200.00 for a net savings of \$10,300.00.

RECOMMENDATION

It is recommended the contract be awarded to Radiant Industrial Solutions, Inc., 10801 Kempwood Dr., Suite 1, Houston, TX 77043 in the amount of \$113,473.00

FINANCIAL IMPACT

This action will expend \$113,473.00 for lighting and \$9,200.00 for electrical installation, totaling \$122,673.00 which will come from the 062-5-700.1-543.00 CO 2005 utility fund.

Approved

Vincent Capell, City Manager

3MGD WASTE WATER PLANT - UV LIGHT

Radiant Industries Solutions total bid	\$132,973.00
Exclude Radiant Industries Solutions electrical	<u>(19,500.00)</u>
Total Radiant Industries Solutions net of electrical	<u>\$113,473.00</u>
 Rabalais electrical amount	 9,200.00
Total UV Lights	<u><u>\$122,673.00</u></u>

AGENDA ITEM #17

AGENDA ITEM #18

ORDINANCE NO. 2012-

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 BUDGET FOR THE GENERAL FUND CAPITAL PROJECTS FUND FOR THE BEAUTIFICATION PROJECT ON YOAKUM ST. TO UTILIZE FISCAL YEAR 2010-2011 SURPLUS FUNDS.

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 2011-2012 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		Fund Balance (FY 2011)	610.00		<u>5,000</u>
					<u>5,000</u>
<u>Expenses</u>					
690.0	Fund Exp/Trsfers	Transfer to Fund 091	394.91	<u>5,000</u>	
				<u>5,000</u>	

[To draw down and transfer FY 2011 General Fund balance reserves created from FY 2011 fiscal surplus.]

Fund 091	General Fund Capital Projects Fund				
<u>Revenues</u>					
4-000		Transfer from Fund 001	750.15	<u>5,000</u>	
				<u>5,000</u>	
<u>Expenses</u>					
160.1	Planning	Professional Services	314.00	<u>5,000</u>	
				<u>5,000</u>	

[To pay for the Development Services Planning Division's City contribution for KKB landscaping at Yoakum St.]

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 14th day of May, 2012.

PASSED AND APPROVED on this the ___ day of _____, 2012.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Edna Lopez, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CITY OF KINGSVILLE
CAPITAL PROJECTS SCHEDULE
FY11 SURPLUS FUNDS - FUND BALANCE

Agenda Item #	Commission Meeting	Date of	GL Account #	Department	Project	FUND 091 General Fund Amount	FUND 054 Utility Fund Amount	Amount Available for Total Projects
Total of FY11 Surplus								
					Deduct: Adjustment FY11 Surplus-FY11 Ambulance Billing correction	1,530,216.00		\$ 1,530,216.00
					Add: Adjustment FY11 Surplus-FY11 Property Taxes correction	(137,726.00)		(137,726.00)
					Add: Tentative Arbitrage Contingent Liability Savings	43,260.00		43,260.00
					Add: FY11 Inventory Adjustment (Note E)	3,453.00	99,803.00	103,256.00
					Add: Funding from Fund 062 CO 2005	(49,753.00)	56,735.00	6,982.00
					Add: Funding from Fund 054 Fund Balance		50,000.00	50,000.00
					Adjusted Total Funding Sources	1,389,450.00	219,525.00	1,608,975.00

#1	18	02/13/2012	091-5-101.0-314.00	City Manager	City Match for Certified Local Government (CLG) app	6,250.00		
	10	02/13/2012	091-5-170.1-591.00	PW - Solid Waste	Recycling Center/Community Appearance - fence slats	1,500.00		
	15	02/13/2012	091-5-170.1-591.00	PW - Solid Waste	Recycling Center/Community Appearance - exterior repairs	11,750.00		
	15	02/13/2012	091-5-170.1-591.00	PW - Solid Waste	Recycling Center/Community Appearance - landscaping	3,500.00		
	13	02/13/2012	091-5-210.0-212.00	Police	Body armor replacement	80,453.00		
	12	02/13/2012	091-5-210.0-511.00	Police	Building repairs	17,000.00		
	14	02/13/2012	091-5-210.0-591.00	Police	Beautification project	36,445.00		
	11	02/13/2012	091-5-220.0-226.00	Fire	2 laptops	4,616.00		
	11	02/13/2012	091-5-220.0-712.00	Fire	2 power stretchers	17,591.00		
	17	02/13/2012	091-5-301.0-217.00	Engineering	GIS equipment and server - GPS units	2,200.00	2,200.00	
	17	02/13/2012	091-5-301.0-314.00	Engineering	GIS equipment and server - GIS software installation	2,500.00	2,500.00	
	17	02/13/2012	091-5-301.0-726.00	Engineering	GIS equipment and server - GIS software	3,825.00	3,825.00	
	17	02/13/2012	091-5-301.0-726.00	Engineering	GIS equipment and server - GIS server	11,000.00	11,000.00	
	16	02/13/2012	091-5-305.0-521.01	PW - Street	Street repaving - Ailsie	269,378.00		
	16	02/13/2012	091-5-305.0-521.02	PW - Street	Street repaving - Armstrong	237,770.00		
Total of Projects Presented at 2/13/12						(705,778.00)	(19,525.00)	(725,303.00)

#2	25	02/27/2012	091-4-000-720.30	Revenue	Donations - KCVB	6,250.00		
	9	03/08/2012	091-4-000-394.00	Revenue	Intergovernmental Revenue - Kleberg County	1,750.00		
Total Additional Revenue						8,000.00		8,000.00
	9	02/27/2012	091-5-101.0-314.00	City Manager	KCVB Match for Certified Local Government (CLG) app	6,250.00		
	14	02/27/2012	091-5-301.0-314.00	Engineering	Kleberg Ave engineering design-\$30K for TAMUK assistance	29,825.00		
	15	02/27/2012	001-5-220.0-212.00	Fire	Bunker gear (Note B)	45,971.00		
	16	02/27/2012	001-5-440.0-712.00	Health	Scag mower (Note B and Note D)	3,500.00		
Total of Projects Presented at 2/27/12						(85,546.00)		(85,546.00)

CITY OF KINGSVILLE
CAPITAL PROJECTS SCHEDULE
FY11 SURPLUS FUNDS - FUND BALANCE

Agenda Item #	Date of Commission Meeting	GL Account #	Department	Project	FUND 091 General Fund Amount	FUND 054 Utility Fund Amount	Amount Available for Total Projects
#3	19	091-5-160.1-314.00	Development Services	City contribution for KKB landscaping at Yoakum St.	10,000.00		
	16	03/08/2012		Dumpster enclosure pilot program (Note D)	24,850.00		
	18	03/08/2012	Development Services	Total of Projects Presented at 3/08/12	(34,850.00)		(34,850.00)
#4	25	091-5-160.1-591.00	Development Services	Corridor landscaping pilot program (Note D)	47,432.00		
	24	03/26/2012		Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00		
	22	03/26/2012	PW - Sanitation	Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00		
	22	03/26/2012	PW - Sanitation	Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00		
	22	03/26/2012	PW - Garage	Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00		
	22	03/26/2012	PW - Garage	Public Works 1/2 ton Pickup incl light bars, etc. (Note B)	18,000.00		
	23	03/26/2012	PW - Street	Public Works 3/4 ton Utility Truck incl light bars, etc. (Note B)	33,616.00		
	14	03/26/2012	PW - Service Center	Public Works yard - welding shed (Note D)	23,080.00		
	15	03/26/2012	PW - Service Center	Public Works yard - auto gate opener (Note D)	5,490.00		
	16	03/26/2012	PW - Service Center	Public Works yard - pressure washer (Note D)	4,919.00		
	17	03/26/2012	PW - Service Center	Public Works yard - catwalk (Note D)	4,620.00		
	18	03/26/2012	PW - Service Center	Public Works yard - gas pump canopy (Note D)	28,519.00		
	19	03/26/2012	PW - Service Center	Public Works yard - fence slats (Note D)	8,440.00		
	20	03/26/2012	PW - Recycling Center	Fence slats, additional amount from original amount (Note D)	500.00		
	21	03/26/2012	PW - Recycling Center	Fence enclosure for after-hours recycling (Note B)	3,270.00		
				Total of Projects Presented at 3/26/12	(231,886.00)		(231,886.00)
#5	10	091-5-180.1-726.00	Purchasing/Finance	Upgrade time "clock" and attendance management system	67,408.00		
	9	04/09/2012		Total of Projects Presented at 4/09/12	(67,408.00)		(67,408.00)
#6	6 & 11	091-5-450.0-591.00	Parks	Brookshire Pool renovations (Note B)	5,000.00		
	5	04/23/2012		Water Well #19 pump house rehab (Note A)	200,000.00		
	10	04/23/2012	PW-Water Production	Total of Projects Presented at 4/23/12	(5,000.00)	(200,000.00)	(205,000.00)
#7	18	091-5-160.3-591.00	Development Services	City contribution for KKB landscaping at Yoakum St. (Note D)	5,000.00		
	17	04/14/2012		Total of Projects Presented at 4/14/12	(5,000.00)		(5,000.00)
Total Remaining Net Surplus					261,982.00	-	261,982.00

**CITY OF KINGSVILLE
CAPITAL PROJECTS SCHEDULE
FY11 SURPLUS FUNDS - FUND BALANCE**

Agenda Item #	Date of Commission Meeting	Gl. Account #	Department	Project	FUND 091 General Fund Amount	FUND 054 Utility Fund Amount	Amount Available for Total Projects
				Total Remaining Net Surplus	261,982.00	-	261,982.00
				Other Possible Projects			
N/A	N/A	TBD	City Manager	City Match for Post Office Lot Upgrade	30,000.00		
N/A	N/A	TBD	City Manager	HEB Canopy Relocation, Installation & Site Development	23,500.00		
N/A	N/A	TBD	City Manager	Way finding	30,000.00		
N/A	N/A	TBD	Fire - Volunteer	City Match for new garage bay adjacent to existing fire station	20,000.00		
N/A	N/A	TBD	Library	Fix longstanding plumbing and A/C problems	56,040.00		
N/A	N/A	TBD	PW - Street	Parking lot 7th & Yoakum	60,000.00		
				Total of Other Possible Projects	(219,540.00)	-	(219,540.00)
				Net Total FY2011 Surplus (Deficit)	42,442.00	-	42,442.00

Note A: Research Pending - (1) rolling stock/equipment replacement reserve, (2) technology equipment replacement reserve,

Note B: Projects Added - (1) Fire bunker gear (\$45,971) and (2) Health Dent Scag lawnmower repairs (\$3,500-1/2 paid by County and 1/2 paid by City).

These are supplemental projects requested after the 11/25/12 workshop communicated to the City Commissioner in an email dated 11/27/12. The projects are:

for after-hours recycling (33,270) requested via email dated 2/14/12. I also Dept. request from the City for 174 of our programs. 100,000,000.

and (3) Exterior repairs to Recycling Center which was double counted (\$19,800). (4) Recycling Center Vanner (\$90,000).

to \$47,432 (\$12,568). (3) Health Dept. Scag mower from \$10,710 (new) to \$3,500 (repair existing one) (\$7,210) and (4) lower Public Works projects of the welding

the Recycling Center from #1 above, since the quote was \$2,000; (6) Low

Note E: The inventory adjustment is due to a physical year-end inventory taken September 30, 2011, in connection with year end audit.

AGENDA ITEM #19

RESOLUTION #2012-_____

A RESOLUTION AUTHORIZING IMPLEMENTATION OF ANNEXATION PROCEDURES FOR LOT 9, SECTION 22, K.T. & I. SUBDIVISION; SETTING DATES, TIMES AND PLACES FOR PUBLIC HEARINGS ON PROPOSED ANNEXATION; AND AUTHORIZING PUBLIC HEARING NOTICES AND ANY OTHER REQUIREMENTS REQUIRED BY LAW; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") is a home rule municipal corporation of Kleberg County, Texas; and

WHEREAS, an enumerated power of the City of Kingsville under its Charter is the annexation of territory within its extraterritorial jurisdiction; and

WHEREAS, the area proposed for annexation is contiguous to the city limits and within the City's extraterritorial jurisdiction; and

WHEREAS, City approved a resolution (#96012) on March 11, 1996 whereby it authorized the City Manager to enter into a contract with Landmark Organization, Inc. not to annex certain land (also known as Hawk's Landing area) for a prescribed period of time and that period of time has since expired; and

WHEREAS, the contract not to annex certain land (also known as Hawk's Landing area) provided the City would provide water service, sewer service, and trash collection service as though the area was within the City and that those services would be provided at rates as if for a comparable user in the City; and

WHEREAS, the contract not to annex certain land was executed by Landmark Organization, Inc. President Mark F. Schultz in Travis County, Texas on March 13, 1996; and

WHEREAS, the City now desires to annex Lot 9, Section 22, K.T.&I. Subdivision, which is the land not previously annexed as per contract; and

WHEREAS, the City has determined the area proposed for annexation to be exempt from an annexation plan by virtue of Section 43.052(h)(1) of the Texas Local Government Code; and

WHEREAS, the City desires staff to proceed with annexation of this area and set public hearing dates regarding the annexation for July 23 and 26, 2012 at 5:00p.m. in the Alcorn Commission Chambers located in City Hall, 200 E. Kleberg Ave, Kingsville, Texas, and provide all required notices and prepare a service plan; and

WHEREAS, the City Commission of the City of Kingsville deems it in the best interest of the health, safety, and welfare of those persons residing within the area proposed for annexation as shown on Exhibit A attached hereto, that said areas be annexed into the corporate limits of the City of Kingsville, thereby affording those persons residing therein to have all the rights and privileges to which they are entitled.

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

SECTION 1. The Director of Development Services and city staff are hereby authorized and directed to implement the procedures required under State law and the Charter and ordinances of the City of Kingsville to annex the land, Lot 9, Section 22, K.T.&I. Subdivision, as hereinafter described in Exhibit A attached hereto.

SECTION 2. The City will public hearings regarding the annexation on July 23 and 26, 2012 at 5:00p.m. in the Alcorn Commission Chambers located in City Hall, 200 E. Kleberg Ave, Kingsville, Texas.

SECTION 3. The Director of Development Services and city staff are hereby authorized and directed to cause notice of such public hearings to be published once in a newspaper having general circulation in the city and in the above described territory not more than twenty days nor less than ten days prior to the date of such public hearings, in accordance with the Municipal Annexation Act.

SECTION 4. The Director of Development Services and city staff are hereby directed to prepare a service plan for the area proposed for annexation, prior to the public hearings, and to send and publish all required public notices.

SECTION 5. All resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

SECTION 6. This Resolution shall be and become effective on and after adoption.

SECTION 7. This Resolution was considered, passed, and approved at a regular meeting of the City Commission of the City of Kingsville on May 14, 2012 at which a quorum was present and which was held in accordance with Chapter 551 of the Local Government Code.

PASSED AND APPROVED by a majority vote of the City Commission on the _____th day of _____, 2012.

Sam R. Fugate, Mayor

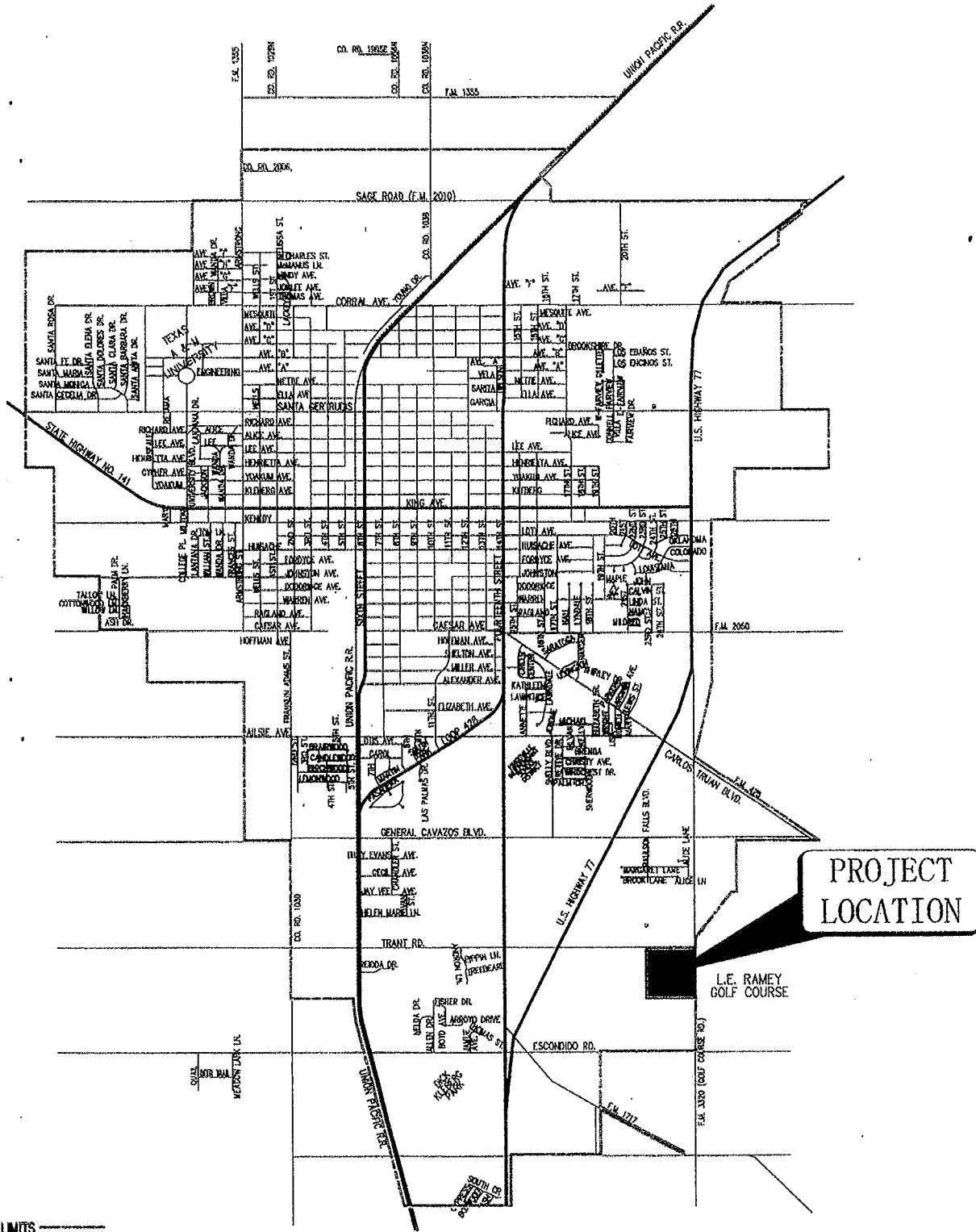
ATTEST:

Edna S. Lopez, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CITY OF KINGSVILLE, TEXAS






CITY LIMITS



City Of Kingsville~ HAWKS LANDING ANNEX



Legend

-  HAWKS_LANDING_ANNEX
-  City Limits
-  Parcels

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Feet

Page
1/1

Drawn By: Lisa McLaughlin
and JR Cavazos

Date: 5/9/2012

Job #:

Note:

DISCLAIMER
THIS MAP IS FOR VISUAL PURPOSES ONLY.
THE INFORMATION ON THIS SHEET MAY
CONTAIN INACCURACIES OR ERRORS.
THE CITY OF KINGSVILLE IS NOT
RESPONSIBLE IF THE INFORMATION
CONTAINED HEREIN IS USED FOR ANY
DESIGN, CONSTRUCTION, PLANNING,
BUILDING, OR ANY OTHER PURPOSE.



**CITY OF KINGSVILLE
ENGINEERING DEPARTMENT**

200 East Kleberg
Kingsville, Texas 78363
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Fax: 361-595-8035