

City of Kingsville, Texas

AGENDA CITY COMMISSION

**THURSDAY, JULY 26, 2012
SPECIAL MEETING**

**HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS
CITY HALL/200 EAST KLEBERG AVENUE
5:00 P.M.**

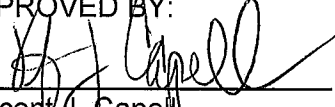
I. Preliminary Proceedings.

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

**1. PUBLIC HEARING FOR PROPOSED
ANNEXATION OF 39.03 ACRES OF LAND
LOCATED IN THE SOUTHERN PORTION OF THE
CITY'S EXTRA TERRITORIAL JURISDICTION TO-WIT: KT&I SUBDIVISION,
LOT 9, SECTION 22. (Director of Development Services).**

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

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, 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 Utility Fund Capital Projects Fund 054 for the Water Production Department Water Well #20 to Fund 062 CO 2005. (Finance Director).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2011-2012 Budget for the General Fund Capital Projects Fund for the Recycling Center/Community Appearance Building repairs and the replacement of the sidewalks to utilize Fiscal Year 2010-2011 Surplus Funds. (Finance Director).
3. Motion to approve out-of-state travel for City Manager to attend the 98th ICMA Annual Conference on October 7th - 10th, 2012 in Phoenix, Arizona. (City Manager).
4. Motion to approve resolution approving and adopting the National Incident Management System (NIMS) Training Plan and Implementation revisions. (Police Chief).
5. Motion to approve accepting funding from Local Border Security Program FY 2012 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 grant. (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

6. Consider appointing Ms. Debbie Tiffie and Mr. Albert Garcia to the Planning and Zoning Commission to each serve a two year term. (Director of Development Services).
7. Consider resolution authorizing the City Manager to enter into a contract for Professional Services between City of Kingsville and HDR Engineering for water system hydraulic modeling project. (City Engineer/Public Works Director).

VII. Adjournment.

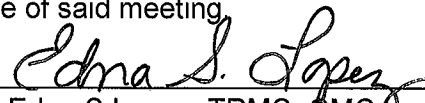
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative 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 Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

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

July 23, 2012 at 1:00 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)

PUBLIC HEARING(S)

NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION OF CERTAIN TERRITORY

The City of Kingsville, Texas, proposes to institute annexation proceedings to enlarge and extend the boundary limits of said City to include 39.03 acres of land located in the southeast portion of the City's Extra Territorial Jurisdiction to-wit:

KT&I Subdivision, Lot 9, Section 22

A map depicting the area is available for viewing at City Hall.

Public hearings will be held by and before the City Commission of the City of Kingsville, Texas, on the 23rd day of July, 2012 at 5:00 p.m. and on the 26th day of July, 2012 at 5:00 p.m., in the Alcorn Commission Chambers of the City of Kingsville located in City Hall, 200 E. Kleberg Ave., Kingsville, Texas, for all persons interested in the above proposed annexation. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned, will take notice.

This Notice is given in accordance with the Texas Local Government Code.

**PETITIONS,
GRIEVANCES, &
PRESENTATIONS**

CONSENT AGENDA

AGENDA ITEM #1

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 WATER WELL #20 TO 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 054 Utility Fund Capital Projects Fund

Capital

2 Fund Balance			610.00		<u>35,127</u>
					<u>35,127</u>

Other Sources/Uses

690 Fund Transfers	Transfer to Fund 062-066	394.00		<u>35,127</u>	
				<u>35,127</u>	

[To pay for the Water Well #20 rehab.]

Fund 062 Certificate of Obligation 2005 – Utility Fund

Other Sources/Uses

6-000 Fund Transfers	Transfer from Fund 054	750.00		<u>35,127</u>	
				<u>35,127</u>	

Expenses

600.2 Water Production	Water Well #20	720.20		<u>35,127</u>	
				<u>35,127</u>	

[To pay for the Water Well #20 rehab.]

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 July, 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 Department

361-595-8007

361-595-8035 Fax

DATE: July 13, 2012

TO: City Commission through City Manager

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

SUBJECT: Recommendation for Well #20 Emergency Repairs & Budget Amendment

SUMMARY

This item authorizes the staffs to complete the water well #20 emergency rehabilitation project and to allocate adequate funding via a budget amendment.

BACKGROUND

During the pump testing after the well screens were cleaned, the well began producing packing gravel and sand. The well had to be reduced from 8" to 6" based on Hydrologist, Joe Vickers recommendation. This was due to a failure of the blank liner. This part of the emergency rehab was done utilizing Certificate of Obligation 2005 funds (062).

RECOMMENDATION

Staff is requesting authorization (1) to proceed with emergency repairs to water well #20 and (2) for approval of a budget amendment for the additional funding to complete the well emergency rehab. This work includes a new pump, oil tubing pipe, bearings, spider couplings and installation.

FINANCIAL IMPACT

\$100,000 was initially allocated in CO2005 fund for water well rehabilitation. As per the cost estimate from AISay Inc, an additional \$31,926.25 is needed to complete this project. We normally add 10% contingency with the contractor's cost estimate because of lot of unseen items can arise in groundwater exploration projects. With a 10% contingency, we need an additional \$35,119 ($31,926.25 + 3192.63$) to rehabilitate this water well. The additional money will come from Utility Fund Capital Outlay fund (054).

Approved

Vincent Capell, City Manager



ALSA Y
INCORPORATED

GROUNDWATER EXPLORATION & DEVELOPMENT

REPLY TO:

3359 S.E. LOOP 410
SAN ANTONIO, TEXAS 78222
PHONE: 210-628-1090
210-628-1505

FAX:

Summary of Well No.20 Rehabilitation
For
City of Kingsville

Well Cleaning:

1. Mobilize drill pipe, casing scratcher, air compressor and service rig
2. Scratch 10" casing/screen from 513'-700'
3. Airlift accumulated debris from bottom of well
4. Scratch 10" casing/screen from 700'-T.D.
5. Airlift additional accumulated debris
6. Perform TV survey
7. Insert & agitate 2000 gallons of 28% HCL w/ inhibitor
8. Insert & agitate 1000 ppm chlorine solution into screened sections
9. Agitate and airlift screens

Total Cost: \$32,750.00

Well Liner Installation:

1. Mobilize 6" screen, blank liner, gravel & tubing
2. Airlift any accumulated debris from bottom of well
3. Install 160' of 6" Rod-base screen, 130' of 6" Blank liner (500'-790')
4. Run gravel tubing and install gravel from T.D. to top of lap
5. Develop screens with agitator while airlifting
6. Sonar Jet existing 10" screens through new 6" liner
7. Add gravel as necessary to maintain full lap
8. Airlift any accumulated debris from inside 6" liner
9. Perform TV survey
10. Install test pump
11. Perform 24 Hour production test
12. Remove test pump
13. De-mobilize all equipment

Total Cost: \$52,925.00

Recommended Pump Repairs:

1. Pull pump & televise: \$4,000.00
2. New 12 WAHC, 5 stage bowl assembly (750 GPM@390 TDH): \$10,144.00
3. (440') of 1 11/16"x 2 1/2" Inner column assembly (no shafts): \$12,859.00
4. (440') of 8" T&C Column Pipe: \$13,975.00
5. Clean & Straighten existing line-shafts: \$600.00
6. (11) 2 1/2"x 8" Tube centralizers: \$173.25
7. Assemble repaired pump, trucking and installation: \$4,500.00

Total Cost: \$46,251.25

Total Water Well No.20 Rehabilitation: \$131,926.25



ALSAY
INCORPORATED
GROUNDWATER EXPLORATION & DEVELOPMENT

REPLY TO: 3359 S.E. LOOP 410
SAN ANTONIO, TEXAS 78222
PHONE: 210-628-1090
FAX: 210-628-1505

June 27, 2012

City of Kingsville
P.O. Box 1458
Kingsville, TX. 78364

Attn: Joe Casillas

Re: Water Well No.20 Pump Recommendations

Joe,

This letter is confirming the results of the test pumping provided on the above referenced water well after the liner installation.

As approved, the well was mechanically and chemically treated in an effort to eliminate the significant build-up on the existing 10" screens and improve production. The new 6" screened liner was installed and a test pump provided for a 24 hour production test. Based on the information obtained from the production test we feel we can utilize some of the existing pumping equipment that was originally slated for repairs or replacement which were outlined in our letter dated 3/12/12. We would, however, recommend that we only set 440' of pump instead of the original 460'. This is due to the close proximity of the top of the new lap on the 6" liner and the suction on the pump's bowl assembly. We do not want to pull any of the gravel from the lap section during the operation of the pump.

The new pump will be designed for 750 GPM at 390 TDH instead of the originally recommended 468 TDH. It will also be a 5 stage pump instead of the 6 stage pump. Anticipated pumping level at 750 GPM is to be approximately 360 feet which would give the City approximately 80 feet of pump submergence during operation.

Pump Repair recommendations:

1. New 12 WAHC, 5 stage Bowl Assembly (750 GPM@390 TDH): **\$10,144.00**
2. (440') of 1 11/16"x 2 1/2" Inner Column Assembly (no shafts): **\$12,859.00**
3. (440') of 8" T&C, .277 Wall Column Pipe: **\$13,975.00**
4. Clean & straighten existing 1 11/16"x 20' line-shafts: **\$600.00**
5. (11) 2 1/2"x 8" Tube Centralizers: **\$173.25**
6. Labor to Pull Pump & Televis: **\$4,000.00**
7. Labor to assemble, trucking and Installation of Pump: **\$4,500.00**

The above scope of work would take approximately 7-10 days to complete. Please give me a call if you have any questions. I am waiting on pricing for the pump repairs, will forward as soon as received from George.

Sincerely

Steve Bell
General Manager

AGENDA ITEM #2

ORDINANCE NO. 2012-

AN ORDINANCE AMENDING THE FISCAL YEAR 2011-2012 BUDGET FOR THE GENERAL FUND CAPITAL PROJECTS FUND FOR THE RECYCLING CENTER/COMMUNITY APPEARANCE BUILDING REPAIRS AND REPLACEMENT OF THE SIDEWALKS 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>6,222</u>
					<u>6,222</u>
	<u>Other Sources/Uses</u>				
5-690	Fund Transfers	Transfer to Fund 091	394.91	<u>6,222</u>	
				<u>6,222</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>6,222</u>	
				<u>6,222</u>	
	<u>Expenses</u>				
170.1	Recycling	Grounds & Perm Fixtures	591.00	<u>6,222</u>	
				<u>6,222</u>	

[To pay for the repairs and replacement of the sidewalks in front of the Recycling Center/Community Appearance building from Fund 001 General Fund FY11 fund balance surplus.]

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 July, 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 #	Date of Commission Meeting	GL Account #	Department	Project	FUND 091 General Fund Amount	FUND 054 Utility Fund Amount	FUND 065 CO Series 2011 - GF	Amount Available for Total Projects
#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)
#3								
19	03/08/2012	091-5-160.1-314.00	Development Services	City contribution for KKB landscaping at Yoakum St.	10,000.00			
16	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)
#1								
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

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

Agenda Item #	Commission Meeting	Date of Meeting	GL Account #	Department	Project	FUND 091 General Fund Amount	FUND 054 Utility Fund Amount	FUND 065 CO Series 2011 - GF	Amount Available for Total Projects
#4	25	03/26/2012	091-5-160.1-591.00	Development Services	Corridor landscaping pilot program (Note D)	47,432.00			
	24	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 - carwalk (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	04/09/2012	091-5-180.1-726.00	Purchasing/Finance	Upgrade time "clock" and attendance management system	67,408.00			
	9				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	200,000.00		
	10	04/23/2012	054-5-600.2-720.19	PW-Water Production	Water Well #19 pump house rehab (Note A)	(5,000.00)	(200,000.00)		(205,000.00)
					Total of Projects Presented at 4/23/12	(5,000.00)	(200,000.00)		(205,000.00)
#7	1	05/14/2012	091-5-160.1-314.00	Development Services	City contribution for KKB landscaping at Yoakum St. (Note D)	5,000.00			
	17				Total of Projects Presented at 5/14/12	(5,000.00)			(5,000.00)
#8	3	06/25/2012	002-2-610.00	Sources-Fund Balance	Funding from FY11 Surplus transfer to Fund 065	(100,000.00)	100,000.00		
	8	06/25/2012	065-5-220.0-713.01	Fire	Sta 2 remodeling, electrical upgrades, new roof, exterior repairs (Notes B & C)	-	(100,000.00)		(100,000.00)
					Total of Projects Presented at 6/25/12	(100,000.00)	(100,000.00)		(200,000.00)
#9	5	07/09/2012	091-5-180.1-726.00	Finance	Incode Accounts Receivable Module (Note B)	9,000.00			
	18				Total of Projects Presented at 7/09/12	(9,000.00)			(9,000.00)
#10	2	07/23/2012	091-5-170.1-591.00	PW - Recycling Center	Sidewalk (Note B)	6,222.00			
	16				Total of Projects Presented at 7/23/12	(6,222.00)			(6,222.00)
					Total Remaining Net Surplus	146,760.00	-	-	146,760.00

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	FUND 065 CO Series 2011 - GF	Amount Available for Total Projects
Total Remaining Net Surplus					146,760.00	-	-	146,760.00
Other Projects to be Considered								
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	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 (Note D)	17,220.00			
Total of Other Possible Projects					(146,760.00)	-	-	(146,760.00)
Net Total FY2011 Surplus (Deficit)					-	-	-	-

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.

(4) 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. (6) Parks Dept. request from the City for 1/4 of the Brookshire Pool renovations.

(8) Fire Department Station 2 remodeling, electrical upgrades, new roof and exterior repairs (\$100,000). (9) Incode A/R Module (\$9,000)

(10) Side walk at the Recycling Center.

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), (5) Way finding (\$30,000) for Fire Station 2.

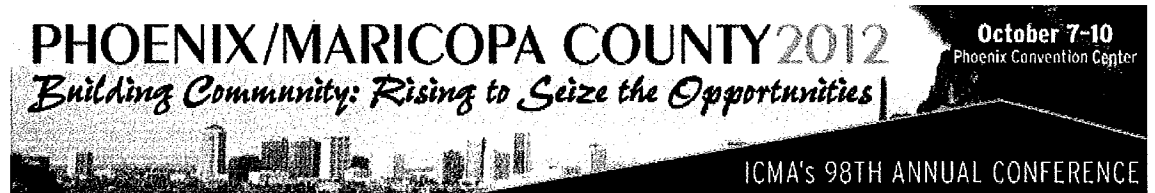
Note D: Project Cost Changes - (1) lower dumpster enclosure pilot program from \$60,000 to \$24,850 (\$35,150), (2) lower corridor landscaping pilot program from \$60,000 to \$47,432 (\$12,568), (3) Health Dept. Scag mower from \$10,710 (new) to \$3,500 (repair existing one) (\$7,210) and (4) lower Public 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. (8) Parking lot 7th & Yoakum reduced to \$32,442 (\$60,000-27,558).

(9) Parking lot 7th & Yoakum reduced to \$23,442 (\$32,442-9,000). (10) Parking lot 7th & Yoakum reduced to \$17,220 (\$23,442-6,222).

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 #3

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CONFERENCE NEWS

Ignite Your Leadership Experience at ICMA's Annual Conference with Events That Set the Stage for Networking



ICMA Annual Conference is the premier educational and networking event for local government professionals. Phoenix offers conference attendees a rich selection of entertainment options to complement the educational program. Use these opportunities to continue the professional networking discussions you have each day with your colleagues.

ICMA Conference 2012: Building Community: Rising to Seize the Opportunities

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THE BUZZ



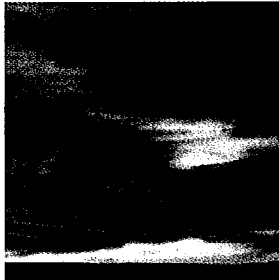
about 2 days ago RT @ICMAconference: Events That Set the Stage for Networking at the Annual Conference @ICMA #ICMA12 [icma.org/en/conference/...](http://icma.org/en/conference/)

ANNOUNCEMENTS:

FIRST EARLY BIRD DEADLINE TO SAVE THE MOST IS FAST APPROACHING! REGISTER BY JULY 27 - CLICK HERE TO REGISTER!

IMPORTANT DATES:

- July 27: First Registration Deadline - Greatest Savings!
- September 7: Second Registration Deadline



THE BLOG



Cory Fleming: **311 Synergy Group & AGCCP at Conference** 20 days ago



Lynne Scott: **Scholarships Available for First-time Partner Attendees** 20 days ago



Julie Butler: **Conference Preliminary Program Is Available!** 31 May 2012



Julie Butler: **Call for Speakers Open Now!** 18 Apr 2012



Anna Read: **Great Solar Events Planned for Annual Conference!** 29 Mar 2012



Julie Butler: **Conference Planning in Full Swing!** 14 Mar 2012




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AGENDA ITEM #4

RESOLUTION NO. 2012-_____

A RESOLUTION APPROVING AND ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) TRAINING PLAN AND IMPLEMENTATION REVISIONS.

WHEREAS, on February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) – 5 that directed the Department of Homeland Security, in cooperation with representatives of federal, state and local government, to develop a National Incident Management System (NIMS) to provide a consistent approach to the effective management of situations involving natural disasters, man-made disasters or terrorism; and

WHEREAS, the final NIMS was released on March 1, 2004; and

WHEREAS, the City adopted the NIMS in September of 2005; and

WHEREAS, the NIMS document has been revised to incorporate best practices and lessons learned from recent incidents; and

WHEREAS, some of the changes to the NIMS document include: eliminating redundancy; reorganizing the document to emphasize that NIMS is more than the Incident Command System (ICS); clarifying ICS concepts; increasing emphasis on planning and added guidance on mutual aid; clarifying roles of private sector, NGSs, and chief elected and appointed officials; expanding the intelligence/investigations function; and highlighting the relationship between NIMS and the National Response Framework.

WHEREAS, the City of Kingsville desires to adopt the NIMS Training Plan and Implementation revisions;

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

I.

THAT the City of Kingsville does hereby adopt the National Incident Management System Training Plan and Implementation revisions.

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 this 26th day of July, 2012

Sam R. Fugate, Mayor

ATTEST:

Edna S. Lopez, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**KINGSVILLE POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

July 20th, 2012

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

FROM : Ricardo Torres, Chief of Police

SUBJECT : **Approval of NIMS Training Plan Implementation**

Homeland Security Presidential Directive (HSPD)-5, *Management of Domestic Incidents*, directed the development and administration of the National Incident Management System (NIMS). Originally issued on March 1, 2004, by the Department of Homeland Security (DHS), NIMS provides a consistent nationwide template to enable Federal, State, tribal, and local governments, nongovernmental organizations (NGOs), and the private sector to work together to prevent, protect against, respond to, recover from, and mitigate the effects of incidents, regardless of cause, size, location, or complexity.

Since 2006, the NIMS document has been revised to incorporate best practices and lessons learned from recent incidents. The NIMS revision also clarifies concepts and principles, and refines processes and terminology throughout the document. Below is a summary of changes to the NIMS document:

- Eliminated redundancy;
- Reorganized document to emphasize that NIMS is more than the Incident Command System (ICS);
- Clarified ICS concepts;
- Increased emphasis on planning and added guidance on mutual aid;
- Clarified roles of private sector, NGOs, and chief elected and appointed officials;
- Expanded the Intelligence/Investigations function; and
- Highlighted the relationship between NIMS and the National Response Framework.

In order for our city to be compliant the NIMS Training Plan and Implementation the policy must be put into place via approval of the City Commission. Please place this item on the next available City of Kingsville City Agenda for consideration.

AGENDA ITEM #5

RESOLUTION #2012-_____

A RESOLUTION ACCEPTING FUNDING FROM 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 GRANT; 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; and

WHEREAS, the City Commission in May of 2012 approved a resolution for submittal of an application for the Local Border Security Program FY2012; and

WHEREAS, the Texas Department of Public Safety (TXDPS) has recently received and awarded grant funding in the amount of \$50,000 for the City of Kingsville for law enforcement overtime and operational costs;

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

I.

THAT the City accepts the Texas Department of Public Safety (TXDPS) Local Border Security Program FY2012 Grant in the amount of \$50,000 for law enforcement overtime and operational costs.

II.

THAT the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to this Agreement including any certifications, amendments or representations stipulated therein.

III.

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

IV.

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
26th day of July, 2012.

Sam R. Fugate, Mayor

ATTEST:

Edna Lopez, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**KINGSVILLE POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

July 20th, 2012

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

FROM : Ricardo Torres, Chief of Police

SUBJECT : Acceptance of \$50,000.00 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 January 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 acceptance of \$50,000.00 in funds from the Texas Department of Public Safety Rangers Division to cover overtime and operational costs as provided for in this grant. We would also ask that this be in the form of a resolution.

Thank you for your assistance regarding this matter.

RESOLUTION #2012- 20

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

(REGULAR AGENDA)

AGENDA ITEM #6

Edna Lopez

From: Cadillac Cowgirls <cadillaccowgirls@sbcglobal.net>
Sent: Friday, July 20, 2012 11:46 AM
To: Edna Lopez
Subject: Re: Planning and Zoning Commission

Thank you for the consideration to sit on the Kingsville Planning and Zoning Board. It would be an honor to be considered and I accept.

Debbie Tiffie

Edna Lopez

From: Albert Garcia <firsttx@sbcglobal.net>
Sent: Thursday, July 19, 2012 3:42 PM
To: Edna Lopez
Subject: RE: Planning and Zoning Commission

Hi Edna

Can you please ask the Commissioners court to consider me as a candidate to the planning and zoning board.

Thank you
Albert Garcia

AGENDA ITEM #7

RESOLUTION #2012-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN CITY OF KINGSVILLE AND HDR ENGINEERING FOR WATER SYSTEM HYDRAULIC MODELING PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have engineering work done for a water system hydraulic modeling project in order to assist with site location for a new water well and storage tank and has obtained funding for such project as part of the City's Certificates of Obligation Series 2011;

WHEREAS, the City and HDR Engineering have worked to prepare a Contract for Professional Services between the City of Kingsville and HDR Engineering for Water System Hydraulic Modeling Project.

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 Contract for Professional Services between the City of Kingsville and HDR Engineering for Water System Hydraulic Modeling Project 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
_____ 26th day of July, 2012.

Sam R. Fugate, Mayor

ATTEST:

Edna S. Lopez, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**AGREEMENT BETWEEN CITY OF KINGSVILLE AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of July, 2012, between the City of Kingsville (“OWNER”), with principal offices at 200 E. Kleberg, Kingsville, Texas 78363, and HDR ENGINEERING, INC., (“ENGINEER”), with offices at 4401 West Gate Blvd, Suite 400, Austin, TX 78745 for services in connection with the project known as the **Water System Hydraulic Modeling Project** (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The “HDR Engineering, Inc. Terms and Conditions for Professional Services,” which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of lump sum.

The amount of the lump sum is Thirty-Four Thousand, Three Hundred Thirty Dollars (\$34,330.00).

Compensation terms are defined as follows:

Lump Sum shall mean a fixed amount which shall be the total compensation agreed upon in advance for Scope of Services.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER'S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER'S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER'S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF KINGSVILLE, TEXAS
"OWNER"

BY: _____
NAME: _____
TITLE: _____
ADDRESS: _____

HDR ENGINEERING, INC.
"ENGINEER"

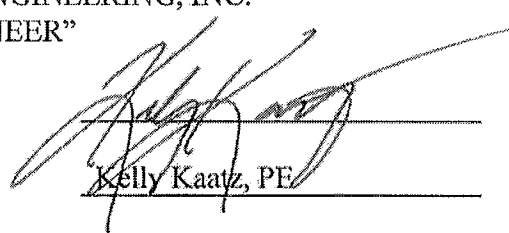
BY:  _____
NAME: Kelly Kaatz, PE
TITLE: Senior Vice President
ADDRESS: 4401 West Gate Blvd
Suite 400
Austin, TX 78745

EXHIBIT A

SCOPE OF SERVICES

**SCOPE OF SERVICES
FOR
CITY OF KINGSVILLE WATER SYSTEM HYDRAULIC MODELING**

Task 1 – Data Collection

ENGINEER will compile available existing data on the distribution system. OWNER will provide all available information, including an electronic file of the existing ArcGIS based system map, within 14 days of execution of this contract. Data to be supplied by the OWNER includes the following.

- Water demand data (avg. and max. month meter reads with addresses in Excel or database file format)
- System operational information, including:
 - Elevated tank level settings
 - SCADA set points and trending data (i.e. tank levels and pump run times)
 - Pump curves
 - STWA supply
 - NAS demands
- Pressure data for model calibration (hydrant flow tests with residual pressure readings)

Task 2 – Model Development and Calibration

The system map supplied under Task 1 will be used as the basis for developing a hydraulic model in WaterGEMS V8i of the OWNER'S water distribution system. Pipes 6" in diameter and larger will be included in the model. Discrepancies in the system map will be reconciled based on operator knowledge of the system to accurately represent piping connections in the system. The pressure loss coefficients for the pipelines in the hydraulic model will be calibrated to match existing operating pressures, pump capacities and fire flow conditions.

Task 3 – Well Site and Elevated Tank Site Evaluation

The calibrated model will be used in conjunction with regulatory requirements and operator information to determine necessary system improvements to accommodate a proposed new water supply well and elevated storage tank. Up to five alternative locations and sizes of the proposed improvements and ancillary piping will be evaluated. The hydraulic model will be used to verify the benefits of the proposed improvements and make final location and sizing recommendations.

Task 4 – Report and Presentations

A summary Technical Memorandum will be provided that presents the results of each of the tasks described. An electronic copy of the hydraulic model will be exported in EPANet format for the OWNER'S future use. ENGINEER will attend up to three (3) meetings during the project with the OWNER, one (1) of which may be to present to City Council, as required to present the results of the analysis and answer questions.

Schedule

The draft Technical Memorandum presenting the results of the hydraulic modeling efforts described above will be submitted within 75 calendar days of the execution of this agreement. The OWNER will have 10 days to review and provide comments to the ENGINEER and the Technical Memorandum will be finalized incorporating comments within 10 days of receiving OWNERS comments.

EXHIBIT B

TERMS AND CONDITIONS

HDR Engineering, Inc.

Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for claims to the extent caused by ENGINEER's negligent acts, errors or omissions.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS AND ASSIGNS

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the

support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without

liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. LIMITATION OF LIABILITY

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

City of Kingsville
Water Distribution System Modeling Project
Engineering Cost Estimate

July 9, 2012

Item	Task Description	Budget Hours						Task Fee
		Project Principal	Project Manager	Senior Engineer	Project Engineer	GIS/CADD Technician	Admin. Assistant	
1	Project initiation	2	2				2	\$980
2	Data collection		4		8	8	2	\$2,780
3	Model development		8		24	16		\$6,200
4	Model calibration		4	2	16			\$3,140
5	Well site and tank site evaluation		8		16			\$3,360
6	Technical memorandum		8	2	24	8	2	\$5,920
7	Monthly Progress Report		3		6		3	\$1,470
MISCELLANEOUS TASKS								
Meetings:								
	Project Meetings (3 days)		24		12		3	\$6,150
	Project Management/Administration (3 months)	4	6				6	\$2,480
LABOR TOTALS								
TOTAL HOURS		6	67	4	106	32	18	

TOTAL LABOR FEE	\$32,480
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REIMBURSABLE DIRECT COSTS

Technology Charge	233 hrs	\$3.70 per hour	\$862
Travel	3 Trips	\$250.00 per trip	\$750
Printing & Postage	3 Months	\$50.00 per month	1,000 copies/mn \$150

TOTAL REIMBURSABLE DIRECT COSTS (WITH 5% MARKUP)	\$1,850
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TOTAL ENGINEERING FEE	\$34,330
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Engineering Department

361-595-8007

361-595-8035 Fax

DATE: July 20, 2012
TO: City Commission through City Manager
FROM: Naim Khan, Director of Public Works/City Engineer
SUBJECT: Agreement with HDR Engineering for professional service to develop a water model for the City.

SUMMARY

This item authorizes HDR Engineering Inc., to work on developing a water model for the City of Kingsville.

BACKGROUND

The City is in the process of adding one new water well, one Elevated Water Storage Tank and one Ground Storage Tank in its water system. Staff has already selected 5 sites in different locations in the City for these new facilities but the site location has not been finalized yet. Currently, the City does not have any water model for the City water system. A water model can provide enough information which will be helpful to determine the best location for new facilities the City is planning to install and construct. The water model has lots of other uses like: using this model the staff can determine the pressure and volume at any section of pipe or Fire Hydrant at any time without physically going to the site; model will help to determine the impact of addition or removal of any water source both ground water and surface water; model will be capable of calculating the pressure and volume drop in the water system if any line is shut off for any reason. Most cities have a water model for their water system. Development and use of a water model will help staff to provide better service to the citizens of Kingsville. HDR is a renowned engineering firm who has developed a water model for NAS-Kingsville and they also work with STWA for their engineering needs.

RECOMMENDATION

Staff recommends the approval of the agreement between the City and HDR Engineering, Inc. for a water model project.

FINANCIAL IMPACT

Total engineer's fee is \$34,330 and this money will come from Certificate of Obligation - 2011 (066 fund).

Approved

Vincent Capell, City Manager