

City of Kingsville, Texas

AGENDA CITY COMMISSION

**MONDAY, MARCH 25, 2013
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)

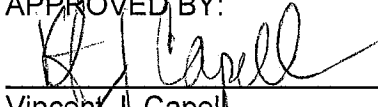
MINUTES OF PREVIOUS MEETING(S) – Required by Law

Special Meeting – February 27, 2013

Speical Meeting – March 4, 2013

Regular Meeting – March 11, 2013

APPROVED BY:



Vincent J. Capell
City Manager

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

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

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development , Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, 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 Items.³

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 2012-2013 Budget for Fund 054 Utility Fund Capital Projects Fund and Solid Waste Capital Projects Fund 087 to utilize Fiscal Year 2011-2012 unexpended funds. (Finance Director).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2012-2013 Budget for Certificate of Obligation Capital Project Fund Budgets for various Public Works Departments to utilize Fiscal Year 2011-2012 unexpended funds. (Finance Director).
3. Motion to approve a resolution authorizing the release of Chapter 59 Funds of the Kingsville Police Department for donation to the Palmer Drug Abuse Program (PDAP). (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

4. Consider conditional approval of Preliminary Plat for Wildwood Trails Subdivision located in the 1600 Block of Carlos Truan Blvd as per staff and P&Z recommendations. (Director of Planning & Development Services).
5. Consider variance request from Economic Development Agreement Guidelines for minimum square footage in The Parks section of the Wildwood Trails Subdivision. (Director of Planning & Development Services).
6. Consider resolution authorizing the Mayor to enter into an Economic Development Agreement with Zarsky Development Company, L.L.C. (for Wildwood Trails Subdivision). (Director of Planning & Development Services).
7. Consider resolution authorizing the Mayor to enter into a contract for Municipal Court Fines & Fees Collection Services with Linebarger Goggan Blair and Sampson, LLP (RFP# 13-07). (Director of Purchasing & IT).
8. Consider resolution authorizing the Mayor to enter into a Pre-Event Contract for Disaster Recovery Services with AshBritt, Inc. for emergency debris removal services. (Director of Purchasing & IT).

9. Consider authorizing the purchase and installation of trees in the medians on West Santa Gertrudis corridor landscaping project (between Seale Street and Hwy. 141) by Border Link, LLC as per staff recommendation. (Director of Purchasing & IT).
10. Consider introduction of an ordinance amending the Fiscal Year 2012-2013 Budget for Community Appearance to fund the purchase and installation of trees for the West Santa Gertrudis corridor landscaping project. (Finance Director).
11. Consider introduction of an ordinance amending Section 15-1-56, adopting the 2011 Edition of the National Electric Code, & Section 15-1-62, repealing owners permits. (Director of Planning and Development Services).
12. Consider authorizing award of Dumpster Enclosures Project Phase 2 to Mendez Welding & Contracting as per staff recommendation. (Bid #13-09). (Director of Purchasing & IT).
13. Consider introduction of an ordinance amending the Fiscal Year 2012-2013 budget for the Planning Department's Community Appearance Division to fund the second phase of the Dumpster Enclosure Project utilizing FY12 Fund Surplus. (Director of Finance).
14. Consider introduction of an ordinance amending the Fiscal Year 2012-2013 Certificate of Obligation Capital Project Funds budgets for various Public Works Departments to utilize Fiscal Year 2011-2012 unexpended funds & General Fund to utilize auction revenues. (Director of Finance).
15. Consider authorizing the construction of a new pump house for Water Well #19 (RFP# 13-08) by Rusty Van Fleet Construction as per staff recommendation. (Director of Purchasing & IT).
16. Consider introduction of an ordinance amending the Fiscal Year 2012-2013 budget for Water Departments to fund well house #19. (Director of Finance).
17. Consider resolution authorizing the City Manager to enter into a Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA"). (Commissioner Garcia).

VII. Adjournment.

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

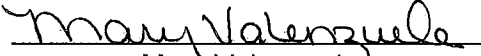
NOTICE

This City of Kingsville and Commission Chambers 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 mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time

during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.086 (Certain Public Power Utilities: Competitive Matters), and 551.087 (Economic Development).

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

March 21, 2013 at 3:30 P.M. and remained so posted continuously for at least 72 hours preceding the schedule time of said meeting.


Mary Valenzuela
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)

FEBRUARY 27, 2013

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON WEDNESDAY, FEBRUARY 27, 2013 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam Fugate, Mayor
Dianne Leubert, Commissioner
Noel Pena, Commissioner
Arturo Pecos, Commissioner
Al Garcia, Commissioner

CITY STAFF PRESENT:

Vincent J. Capell, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Mark Rushing, Finance Director
Mike Kellam, Director of Planning & Development Services
David Mason, Purchasing/IT Director
Emilio Garcia, Health Director
Naim Kahn, Public Works Director/City Engineer
Rose Morrow, Municipal Court Manager

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate called the meeting to order in the City Commission Chamber at 5:05 P.M. and announced quorum as present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

Mayor Fugate asked if there were no objections from anyone, as he would like to forego the preliminary proceedings and go straight into agenda items. No objections were made. Mayor Fugate proceeded to Public Comments.

MINUTES OF PREVIOUS MEETING(S) – Required by Law

None

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

1. None.

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

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the

following: Building & Development , Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, 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.”

Mr. Vince Capell, City Manager reported that Wild Wood Trails project has been an ongoing project for a year. It is known that the City is in need of housing to allow those who work in Kingsville, reside in Kingsville. Mr. Capell further stated that he has proposed to put in an additional \$200,000 into this development to assist the developer with infrastructure needs. The additional monies will be expended from the Fiscal Year 2012 budget savings. He stated that the County's participation with this project is absolutely necessary in order for the City to move forward. He further stated he wants to be sure that the Commission gets all their questions answered and that they are comfortable with the development as its proposed. The next step would be to bring forward a Economic Development Agreement for Commission approval stating all the specific provisions of the agreement with First Compass Homes.

Mrs. Courtney Alvarez, City Attorney reminded staff that the deadline to submit agenda items for the March 11th Commission meeting is Friday, March 1st.

Mayor Fugate reported that Austin, TX hosted Kingsville Days on Tuesday, February 26, 2013. City staff attended this function in which they were able to meet with members of the Legislature.

IV. Public Comment on Agenda Items^{.3}

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)

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

- 1. Discuss the City of Kingsville's housing needs and Comprehensive Housing Plan as it relates to the Wildwood Trails Housing Development. (Director of Planning & Development Services).**
- 2. Discuss the proposal with First Compass Homes for Wildwood Trails Housing Development. (City Manager).**
- 3. Discuss the potential Economic Development Agreement with First Compass Homes. (Director of Planning & Development Services).**

Mayor Fugate opposed a question to Mrs. Courtney Alvarez, City Attorney if there would be any objection discussing all three agenda items at one time. Mrs. Alvarez stated that since all items listed on the agenda are for discussion, there would be no objections. Mayor Fugate read all three items on the agenda and proceeded to the discussion of those items.

Mr. Mike Kellam, Director of Planning & Development Services stated that in January 2012, Commission was presented with a proposed housing plan which was approved and adopted. The proposal was for the designs and guidelines for the frame work to create quality homes. This would promote high quality life, longevity and ownership as well as community pride. After working with the developer and engineer, the City has been able to work through some of the design aspects that are laid out in the housing plan. These guidelines allow for high quality life homes and neighborhoods. These include sidewalk network, interconnectivity with the sidewalk, walking trails, common area with open space for recreational activities. The developer will be constructing 184 new homes on a 52 acre tract lot located between Senator Carlos Truan Boulevard and Caesar Street. These homes will have different price points to attract different income levels. Mr. Kellam stated this would be a quality neighborhood that will meet today's standards.

Mayor Fugate stated that after speaking with Dr. Tallant of Texas A&M University-Kingsville, the University's enrollment will be increasing within the next few years and Kingsville will have a problem with housing shortage.

Mr. Capell asked Mr. Mark Dizdar of First Compass Homes to speak to the Commission with regards to the development.

Mr. Dizdar reported that this development will bring in 184 new structures on 52 acre tract lot. With Texas A&M University-Kingsville enrollment increasing and having NAS-Kingsville and the Border Patrol, the need for housing will be in high demand. He stated that Wild Wood Trails is part 2 of an 8 part plan. Part 1 being Paulson Falls which is still under development and moving steadily towards completion. He further stated that after meeting with City staff, details of the new development have been worked out. He further spoke about the details of the

development with a presentation board to the Commission of the Wild Wood Trails development. He stated that the benefits to Kingsville and Kleberg County with the build out are \$33,500,000 total value of homes with \$2,000,000 in sales tax revenue in construction for County, City and State. This development will bring in 600 to 800 new residents into Kingsville. He reported that with the economic multiplier, additional sales tax to Kingsville will be around \$645,000 and Kleberg County \$215,000. He further stated that the incentives needed are as follows; 1) \$300,000 cash at completion of improvements and plat recording; 2) \$620,750 net real estate tax rebate for Kingsville; 3) \$620,750 net real estate tax rebate for Kleberg County; 4) contribution of labor for hot mix asphalt pavement; 5) Local caliche as road base; 6) City wide entities commitment to budget to promote living in Kingsville; and 7) hike and bike trail as presented or \$200,000 cash at completion of improvements and no hike and bike trail.

Mr. Capell stated that the reason for the \$200,000 is to leave out the incline contribution by staff. In the Paulson Falls development, the City provided labor and the developer provided the material for streets. The proposed \$200,000 is to provide enough incentives so the City would not have to do the incline but also because there is a challenge with coming up with enough cash for the infrastructure. He further stated that the incline can still be discussed if the Commission wishes to go that route.

Mr. Capell stated that his concern was if staff is working on the incline and trying to do regular duties, it may become a problem. He stated the reason for the \$200,000 is that the city has plenty of other needs for streets. He further stated that a well-functioning successful Home Owners Association, collecting dues will pay for the common area maintenance within the development. A suggestion was also made to the developer to use caliche for building roads. Due to limestone being so expensive, using caliche may be a wiser substitute.

Mayor Fugate asked what the timeline for this project was.

Mr. Dizdar stated that the construction of homes would be sometime in December, 2013 if all goes well.

Mayor Fugate stated that the City is pretty close to make this development happen as long as the County is on board.

Commissioner Garcia stated that he personally would like to see the hike and bike trail included in this project.

Mr. Capell stated that with the extra common areas provided in this project, a strong and successful Home Owners Association would need to be in place. The HOA fees collected would pay the upkeep of those common areas. He further stated that the Home Owners Association will be the responsibilities of the developer until a certain amount of homes are built. At that, the developer will turn over responsibility to the Home Owners Association which will allow the home owners themselves to place a Home Owners Association Board.

Mayor Fugate stated that what's keeping Kingsville from bringing in new retail shops and restaurant is the housing shortage. Building more homes will attract new businesses for our city. Mayor Fugate stated that he would like for the City Manager to put in place an Economic Development Agreement with Wild Wood

Trails and place an item for consideration on the March 11, 2013 Commission meeting.

Commissioner Pena asked for the square footage of the homes being built.

Mr. Dizdar stated that these homes will be in the minimum of 950sqft. up to 4,000sqft. He stated that after building homes in Kingsville in the past, he has an idea of the square footage Kingsville citizens demand in homes.

Commissioner Leubert opposed a question to Mr. Dizdar regarding the number of bedrooms on the smaller homes. Mr. Dizdar stated that between 3-2 bedrooms in the 950sqft homes and in the larger homes 3-2 to 4-2.

Commissioner Pena stated that maybe Kingsville would need to see more apartment or garden style homes. He asked Mr. Dizdar if 184 homes are what need to be built within this 52 acre tract. Mr. Dizdar stated that 184 homes are what are to be built in this location. Mr. Dizdar further stated that originally 191 homes were to be built, after reviewing plans, it was considered to only build 184 homes.

Commissioner Leubert stated that the selling points to sale these homes will be the hike and bike trail and the walking ability as well as its tress.

Mr. Capell stated that the City's agreement and contribution is contingent with Kleberg County as well as private investors and bank financing in order for the City to move forward with this proposal. He further stated that in speaking with some members of the Kleberg County Commissioner Court, they have been very positive with the proposal and the development of Wild Wood Trails. He further stated that after 8-9 years from the completion of the development, the City and County will collect 100% of the taxes collected, which is \$280,000 for the City.

Commissioner Pecos asked if the County was contributing cash. Mr. Capell stated that he hasn't asked the County for cash contribution, but it can be asked for the County to contribute some cash.

Commissioner Garcia stated that this project is too important to Kingsville to not proceed because of \$100,000. Commissioner Garcia would like for the City to consider the additional \$100,000 to foresee this project. He further stated that he would like to know what the expectance is from the County.

Mr. Capell stated that the discussion with the County was about their contribution of \$620,000 which is \$200,000 less than what the City will pay. He stated that his proposal is that the City and County give \$620,000 each with a neutral tax refund program and the City pay an additional \$200,000 from the original \$300,000 being asked for by the developer.

Commissioner Pecos stated that he would like for the County to come up with the additional \$100,000.

Mayor Fugate stated that he will be asking the County to place an item on their agenda where he will ask the County to contribute an additional \$100,000 that is needed for the Wild Woods Trail project.

VII. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:20 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

MARCH 4, 2013

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, MARCH 4, 2013 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam Fugate, Mayor
Dianne Leubert, Commissioner
Noel Pena, Commissioner
Arturo Pecos, Commissioner
Al Garcia, Commissioner

CITY STAFF PRESENT:

Vincent J. Capell, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Mark Rushing, Finance Director
Mike Kellam, Director of Planning & Development Services
David Mason, Purchasing/IT Director
Emilio Garcia, Health Director
Naim Kahn, Public Works Director/City Engineer
Tony Verdin, Information Technician
Avelino Valdez, Streets Superintendent
Lisa McLaughlin, GIS Technician
Bill Donnell, Asst. Public Works Director
Valerie Valero, Graduate Engineer
Bob Trescott, Tourism Director
J.R. Cavazos, GIS Technician
Ricardo Torres, Chief of Police

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate called the meeting to order in the City Commission Chamber at 5:00 P.M. and announced quorum as present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

Mayor Fugate asked if there were no objections from anyone, he would like to forego the preliminary proceedings and go straight into agenda items. No objections were made. Mayor Fugate proceeded to Public Comments.

MINUTES OF PREVIOUS MEETING(S) – Required by Law

NONE

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

1. None.

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

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, 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.

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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)

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. **Workshop to discuss City's streets, curb, gutter and stormwater inventory, conditions, maintenance, construction and financing of those items. (City Manager).**

Mr. Capell stated that this workshop is to update the City Commission on city streets. Some of the information presented tonight is preliminary and will be updated and presented to Commission at a later meeting. A Streets Team was put into place which consists of city staff to look into problems with city streets. A

streets inventory was done to allow staff to proceed and improve street conditions. It would also allow staff to study as to what is contributing to the conditions of our city streets. He further stated that his goals are to present information and receive feedback from the Commission and would like for the Commission to authorize the change in paving material from seal coat to hot mix. He stated that seal coat is ineffective and costly in the long term. This change will cost the City more money but will improve the condition of city streets. He stated that of 101.13 miles of streets, 16.23 miles are in good condition, 60.71 are fair, and 24.19 are in poor condition. City staff assigned these condition ratings after physically driving and observing streets condition for every street in Kingsville. Separate condition ratings are being compiled for the City's concrete streets, curbs and gutters, and sidewalks. He further reported that the concrete street ratings by condition for 9.2 miles are as follows, 0.49 miles are in good condition, 4.00 are fair and 4.71 are in poor condition. He further addressed the curb and gutters as well as stormwater drainage system.

Commissioner Garcia asked what the total mileage for city streets were. Mr. Capell answered 110 miles. Of those 110 miles, 9 miles are made of concrete and 20 are TXDOT streets.

Commissioner Pecos stated that after looking at the presentation, TXDOT streets are classified as fair.

Mr. Capell stated that TXDOT streets were not rated and only those that the City is responsible for were rated. He further reported about the different types of curbs and gutters. He stated that there being 183 miles of curb and gutters on both sides of the street, there are still a lot of areas in the city that have no curb and gutter.

Commissioner Garcia asked if the city is actively looking into placing curbs and gutters in the locations that don't have curb and gutters at this time.

Mr. Capell stated that the city's priority is to look at the curbs and gutters as streets are being replaced. He further stated that all new streets will require curbs and gutters. Mr. Capell further reported on the difference on hot mix street to seal coat streets. Streets built with hot mix have a longer life expectancy than those built with seal coat. The cost of seal coating a street is less expensive but the life expectancy is shorter than those streets with hot mix.

Mr. Naim Kahn, City Engineer/Public Works Director stated that the main thing is the design of the street. He stated that the slope of the street is 1 inch in 100ft. which is at very minimum. If the contractor cannot make the slope it becomes a low point which will collect water and destroy the pavement. He further stated that standard curb is used now, rather than rollover curb. Standard curb has more capacity than the rollover curb. He further spoke about curbs in certain subdivision which have no drainage system and water flows from street to street and does not drain properly.

Mr. Capell stated city should have a 20 year paving and maintenance plan in place. He further stated that the value of having a plan in place is that with the change of Commission and staff the plan that is implemented remains in place

but can be looked at and changed within time. He further stated that bonds should not be used for street reconstruction or pavement expenses.

Mayor Fugate stated that in the 2003-2004 budgets, the city only had \$35,000 for street repairs. He stated that surplus money is what was being used for street repairs and not use bond money for these repairs.

Mr. Capell stated that it's not a good solution to rely on bond money for the repairs of city streets.

Mayor Fugate stated that with 16 miles of good road in Kingsville, almost all of them have been hot mixed in the last 8 years. The only issue the city has is where to get the funds to continue hot mixing streets.

Mr. Capell stated that hot mix streets, if maintained properly, should last 15 years or more. Mr. Capell further stated that he would like for Commission to approve a 20 year paving and maintenance plan and avoid designing a street without considering storm water drainage. Pave and reconstruct 3 miles of street each and every year to improve the overall condition of our city streets. He further stated that staff would need to track results to see if we are achieving our objective.

Mr. Kahn explained to the Commission the proposed method of street construction using seal-coat and hot mix.

Mr. Capell presented a chart and table showing asphalt street conditions. By using hot mix, it improves the good condition of streets from 16 miles to 40 miles while decreasing the number of fair streets from 61 miles to 40 miles. He further spoke about cost comparisons over estimated pavement life. Mr. Capell explained what would be more cost effective, having the work done by an independent contractor or city staff. Contractors cost includes all labor, material, and other paving costs needed to complete the paving project. In-house costs include purchased material only. Accordingly, cost for employee labor, supplies and other costs necessary to complete the paving project are not quantified and are excluded.

Commissioner Garcia asked what the PSI rating was on concrete.

Mr. Kahn stated that the PSI rating is 3,600 to 4,000.

Mr. Capell reported that the city needs to look at its concrete street and have a plan as to what we want to do with them. Replace them with asphalt or continue with concrete. He further reported on a list of the streets to be repaired or reconstructed in 2013 with the probable cost estimate to repair asphalt streets as well as drainage associated with these streets.

Mayor Fugate asked if city crews could work on 60 blocks in one year.

Mr. Capell stated that this would be a challenge for city crews.

Mr. Kahn stated that for County Road 1030, County Commissioner Cantu has offered to assist with the repairs.

Mr. Capell presented to Commission a chart showing what the cost of street construction, preservation and maintenance over a 15 year period. Mr. Capell

explained to the Commission a 10 year plan drainage project plan and total amount of funding needed per fiscal years from 2013-2014 to 2020-2021 fiscal year. He further stated that bond money can be used as a onetime large reconstructed project but not to be used annually. Mr. Capell stated that he would like direction or recommendations the Commission may have.

2. Discuss and consider direction on streets and stormwater drainage projects for Fiscal Year 2013. (City Manager).

Mayor Fugate stated that what was reported to the Commission, hot mix is the best way to go with regards to streets. Drainage would also need to be looked into and a plan must be put into place to get things done.

Mr. Capell stated that by implementing a program to improve the quality of streets, fewer complaints will be made regarding potholes.

Mayor Fugate asked Mrs. Alvarez if it is necessary to vote on agenda item 2.

Mrs. Alvarez responded that no vote is required but Commission has the option if they wish to give formal direction to the City Manager.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:45 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

MARCH 11, 2013

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, MARCH 11, 2013 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.

CITY COMMISSION PRESENT:

Sam Fugate, Mayor
Dianne Leubert, Commissioner
Noel Pena, Commissioner

CITY COMMISSION ABSENT:

Al Garcia, Commissioner
Arturo Pecos, Commissioner

CITY STAFF PRESENT:

Vincent J. Capell, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Tony Verdin, Information Systems Technician
Mark Rushing, Finance Director
James Bryson, Accounting Manager
Mike Kellam, Director of Planning & Development Services
David Mason, Purchasing/IT Director
Willie Vera, Task Force Commander
Bill Donnell, Asst. Public Works Director
Emilio Garcia, Health Director
Naim Kahn, Public Works Director/City Engineer
Ruthie Valdez, Interim Library Director
Hector Vela, Technical Services Assistant
Rose Morrow, Municipal Court Manager
Bob Trescott, Tourism Director
Cynthia Martin, Downtown and Volunteer Manager
Melissa Perez, Risk Manager
Joey Reed, Fire Chief
Diana Medina, Collections Manager

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate called the meeting to order in the City Commission Chamber at 6:02 P.M. and announced that three members of the Commission are present with Commissioner Garcia and Commissioner Pecos absent due to their attendance at National League of Cities in Washington, DC.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

The invocation was delivered by Mark Rushing, Finance Director, 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 for regular meeting held on Monday, February 25, 2013. **Commissioner Leubert made a motion to accept the minutes as presented, seconded by Commissioner Pena. The motion was passed and approved by the following vote, Leubert, Pena and Fugate voting “FOR”.**

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

1. Public Hearing for an alcohol variance application for Sunny Mini Mart located at 1230 E. Santa Gertrudis. (Director of Planning & Development Services).

Mayor Fugate opened the public hearing at 6:04 p.m.

Mr. Mike Kellam, Director of Planning and Development Services stated that the above mentioned location is requesting an alcohol variance for Wine and Beer Retailer's Off-Premise Permit. All required notices have been sent to the property owners within 300ft. and a public hearing notice was placed in the newspaper on February 17, 2013. No negative feedback was received from property owners or citizens that have been notified.

Mayor Fugate asked if any comments were received from the Kingsville Independent School District. Mr. Kellam stated that no comments were made by Kingsville Independent School District.

Ms. Andrea Villagran, 800 General Cavazos Apt. 303, stated that she was in attendance at this meeting just to introduce herself to the Commission as well as to the public and to let the Commission know that she is the owner of Sunny Mini Mart.

Mayor Fugate closed this hearing at 6:06 p.m.

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

"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, 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."

Mr. Capell, City Manager reported that this will be the last Commission meeting Mr. Naim Kahn, Public Works Director/City Engineer will be in attendance. He further stated that Mr. Kahn has been a big asset to the City of Kingsville and thanked him for his services for the past four years to our City.

Mayor Fugate thanked Mr. Kahn for all his hard work for the past four years.

Commissioner Pena thanked Mr. Kahn for his hard work and wished him luck in his new endeavor.

Mrs. Courtney Alvarez, City Attorney reminded staff that March 15th is the deadline to submit agenda items for the March 25th City Commission meeting.

Commissioner Leubert thanked the Kingsville Police Department for their undercover operation of the sale of liquor to minors. Several arrests were made during this operation.

Mr. Capell stated that the Kingsville Police Department is working on a press release regarding their undercover operation.

IV. Public Comment on Agenda Items ³

None

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)

Mayor Fugate asked for a motion to approve the consent agenda items as presented. Commissioner Pena made a motion to approve the consent agenda as presented, second by Commissioner Leubert. The motion was passed and approved by the following vote: Pena, Leubert and Fugate voting "FOR".

1. **Motion to approve final passage an ordinance amending the fiscal year 2012-2013 budget for the Community Appearance Department to purchase**

one (1) John Deere 318D skid steer loader base with GT72 grapple and one (1) John Deere Z970R ZTrak commercial mower as well as the trade in of the 2009 John Deere 5065M and accessories. (Finance Director).

2. Motion to approve final passage an ordinance amending the fiscal year 2012-2013 budget for the Police Department to purchase body armor and protective equipment. (Finance Director).

3. Motion to approve the reappointments of Dr. Judith Cox, and Mrs. Janice Becker to the Library Board for another three (3) year term each. (Interim Library Director).

4. Motion to approve a resolution authorizing the release of Chapter 59 Funds of the Kingsville Police Department for donation to the Boys Scouts of America Venado District. (Police Chief).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Consider approval of an alcohol variance for Sunny Mini Mart located at 1230 E. Santa Gertrudis, due to a change in ownership. (Director of Planning & Development Services).

Motion made by Commission Leubert to approve the alcohol variance for the Sunny Mini Mart located at 1230 E. Santa Gertrudis, second by Commission Pena. The motion was passed and approved by the following vote: Leubert, Pena and Fugate voting "FOR".

6. Consider reappointment of Maggie Salinas, Susana Killion, and Lisa Munoz to the Historical Development Board for a one (1) year term each. (Downtown Manager).

Cynthia Martin, Downtown and Volunteer Manager stated that a letter from Ms. Maggie Salinas recommending Mr. Mario Delgado to the Historical Board was inadvertently included in the Commission agenda packet. She further stated that this item is for reappointments of the above mentioned individuals to the Historical Development Board for a term of one year.

Mayor Fugate asked if these individuals were aware that they were only being reappointed for a one year term.

Mrs. Martin stated that the terms and staggering terms were discussed at their last Historical Development Board meeting and all were in agreement. She further stated that are eligible to reapply after their one year appointment if they wish to do a three year appointment. She stated that over the years, they seem to have moved away from staggered terms and would like to set those staggered terms again.

Commissioner Pena asked what terms were approved for the last group.

Mrs. Martin stated that three years is what the ordinance states.

Mayor Fugate asked Mrs. Alvarez if she has had the opportunity to look at the ordinance regarding the terms for the Historical Development Board.

Mrs. Alvarez responded that all that was submitted to her was the memo for the reappointments for the one year term. It has not been brought to her attention of the possibility of changing the ordinance regarding its terms.

Mayor Fugate asked if the ordinance states that appointments to the Historical Development Board are for three years, can a one year term be approved without changing the ordinance first.

Mrs. Alvarez responded that the ordinance should be amended first before approving a different term not stated in the ordinance.

Commissioner Pena asked who the chair person for the Historical Development Board was. Mrs. Martin stated that Ms. Maggie Salinas holds that seat.

Mayor Fugate suggested Commission take no action on this item to allow staff to make changes to the ordinance and present it to Commission in the next meeting. Mayor Fugate asked Mrs. Alvarez if it would be a problem to amend the appointment term from one year to three years as stated in the ordinance.

Mrs. Alvarez stated as long as the individuals proposed to fill these positions are aware of the longer term, it would not be a problem for Commission to amend it from one year to three year terms.

Mayor Fugate stated that if the individual decides not to do a three year term, they can always resign after fulfilling a one year term.

Commissioner Leubert asked if Mrs. Martin was trying to get the board back to staggered terms. Mrs. Martin stated yes, she would like to go back to staggered terms.

Motion made by Commissioner Pena reappointment Maggie Salinas, Susana Killion and Lisa Munoz to the Historical Development Board for a three (3) year term, second by Commissioner Leubert. The motion was passed and approved by the following vote, Pena, Leubert and Fugate voting "FOR".

7. Consider authorizing staff to negotiate a contract with Linebarger Groggan Blair & Sampson, LLP for Municipal Court Collection Services (RFP #13-07) as per staff recommendation. (Director of Purchasing & IT).

Mr. David Mason, Purchasing/IT Director stated that this proposal was advertised on January 16th and January 23rd as well as posting the information on the City of Kingsville website. Information was sent to five requestors and three potential vendors submitted proposals which were opened on February 12, 2013. All three vendors are equally qualified. Therefore staff is recommending Linebarger Groggan Blair and Sampson, LLP.

Commissioner Leubert made a motion to authorize staff to negotiate a contract with Linebarger Groggan Blair and Sampson, LLP for Municipal Court Collection Services, second by Commissioner Pena. The motion was passed and approved by the following vote, Leubert, Pena and Fugate voting "FOR".

8. Consider authorizing the purchase of four pickups through BuyBoard for Public Works Departments as per staff recommendation. (Director of Purchasing & IT).

Mr. Mason stated that this item authorizes the purchase of four (4) pickup trucks through BuyBoard. These trucks are a budgeted capital outlay as shown in 054 Utility Fund Capital Projects. The truck prices are locked in by a BuyBoard quote through Philpott Motors. The existing vehicles, one will be turned over to a city department and the others will be sent to auction.

Commissioner Leubert asked what vehicles are being replaced what are the ages of the vehicles.

Mr. Bill Donnell, Assistant Public Works Director stated that two vehicles are 2003 year, one is 2004 year and one is a 2006 which has 126,000 miles.

Motion made by Commissioner Leubert to authorize the purchase of four pickups through Buyboard, second Commissioner Pena. The motion was passed and approved by the following vote, Leubert, Pena and Fugate voting "FOR".

9. Consider authorizing the construction of a new pump house for Water Well #19 (RFP-#13-08) by Rusty Van Fleet Construction as per staff recommendation. (Director of Purchasing & IT).

Mayor Fugate asked if the City was planning on fixing the old pump house. Mr. Capell stated that he would like for Commission to not take action on this item as not enough information was submitted. He stated that the original plan was to build a new pump station on the existing site and take the current well #19 and take out all the equipment and turn it into a facility where the Volunteer Fire Department can park their vehicles. Judge Krueger has donated a facility where the Volunteer Fire Department can house their fire equipment.

No action taken on this item.

10. Consider authorizing the purchase and installation of trees in the medians on West Santa Gertrudis between Seale Street and Hwy. 141 by Border Link, LLC as per staff recommendation. (Director of Purchasing & IT).

Mayor Fugate stated that due to the drought Kingsville is in today, trees that have been planted in the last 2 years are struggling to survive. He further stated that these smaller trees being planted need to be watered more often.

Commissioner Leubert stated that new trees should be watered around the crown of the tree to help them begin to grow.

Mr. Capell stated that watering these trees everyday will help them survive.

Mr. Kellam stated that based on a research done, Cedar Elm trees which a hardy tree and is drought tolerant do not require a whole lot of watering.

Commissioner Pena stated that this entire boulevard has been at a standstill and something needs to be done.

Mr. Kellam stated that mulch will be placed around the base of the tree to hold water.

Commissioner Leubert stated that her concern was that citizens will ask why the City did not plant native trees.

Mr. Capell opposed a question to Mr. Kellam as to why an oak tree was not selected. Mr. Kellam stated that the reason oak trees were not selected is due to a well-disease in the oak trees which is effecting San Antonio and is expected to effect this area in which it wipes out every oak tree it effects.

Mayor Fugate stated that he recommends for Mr. Kellam to meet with Commissioner Pena and see about other options if possible.

No action taken on this item.

11. Consider introduction of an ordinance amending the Fiscal Year 2012-2013 Budget for Community Appearance to fund the purchase and installation of trees for the West Santa Gertrudis corridor landscaping project. (Finance Director).

No action taken on this item.

12. Consider introduction of an ordinance amending the Fiscal Year 2012-2013 Budget for Fund 054 Utility Fund Capital Projects Fund and Solid Waste Capital Projects Fund 087 to utilize Fiscal Year 2011-2012 unexpended funds. (Finance Director).

Mr. Mark Rushing, Finance Director stated that agenda items 12 and 13 budgeted in Fiscal Year 2012 but were not able to be expended by end of the fiscal year. Some additional funds are needed to complete these projects in FY2013. Fund 054 is the cash funded portion that is in the Wastewater module. There are some bar screen in the North Plant in the amount of \$5,964 and \$118,301 for the South Plant for a total of \$124,265 for this budget year.

Mr. Capell stated that this is important to bring this item to Commission at this time since Mr. Kahn's last day nearing, staff wants to be sure these projects get done.

Introduction Item Only.

Consider introduction of an ordinance amending the Fiscal Year 2012-2013 Budget for Certificate of Obligation Capital Project Fund Budgets for various Public Works Departments to utilize Fiscal Year 2011-2012 unexpended funds. (Finance Director).

Mr. Rushing stated that \$68,773 for the drainage project that needs to be expended this fiscal year. He further stated that \$49,527 for Street Department equipment in FY2013. In 2009 Series capital projects, fund 064 \$14,100 for land expansion permit. CO 2005 fund 062 Utility Fund Projects \$56,200 which consist of the blower building repair for \$18,200, \$10,200 for both North and South Treatment Plant fence repairs, \$8,000 for replacing North Plant roof on collection office and storage shed and \$20,000 to replace 36" influent bypass valve. On the Utility Fund 066, need an additional \$50,000 for the water well land and \$331,980 for the South WW Plant Clarifier.

Introduction Item Only.

13. Consider final passage of an ordinance amending the zoning ordinance by granting a Special Use Permit for 1727 S. 7th Street (Lots 20-21, Southmore AC) for a lawn service and tree trimming business, amending the comprehensive plan to account for any deviations from the existing comprehensive plan, providing for publication. (Director of Planning & Economic Development).

Mr. Kellam stated that this item had been brought to the Commission in the past. There was some existing noxious matter on the property that needed to be cleaned up. The property owner has complied with all necessary requirements and a re-inspection has been done by city staff and passed. This item is now being brought forward to Commission for final approval.

Motion made by Commissioner Pena to approve this ordinance, second by Commissioner Leubert. The motion was passed and approved by the following vote, Pena, Leubert and Fugate voting "FOR".

14. Consider authorizing the extension of the waiver of interest on outstanding paving liens for one year. (Finance Director).

Mr. Rushing stated that this program is diminishing in its results. In October 1, 2010 to September 30, 2011 \$40,160.76 was collected in principal payment. October 1, 2011 to March 7, 2012 \$11,570.78 was collected and in March 8, 2012 to February 28, 2013 \$5,622.66 was collected in principal payment for a subtotal of \$57,354.20. The current outstanding amount of paving lien principal balance is \$74,113.32 principal plus interest of \$803,010.26 for a total of \$877,123.58 as of February 28, 2013. He further stated that Commission can approve another year or just end the waiver of interest program.

Mayor Fugate asked Mrs. Alvarez if this would affect the litigation that is pending regarding some of these liens. Mrs. Alvarez stated that it shouldn't affect the pending litigation.

Motion made by Commissioner Leubert to approve the extension of the waiver of interest on outstanding paving liens for one year, second by Commissioner Pena. The motion was passed and approved by the following vote, Leubert, Pena and Fugate voting "FOR".

VII. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:58 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

PUBLIC HEARING(S)

CONSENT AGENDA

AGENDA ITEM #1

ORDINANCE NO. 2013-

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 BUDGET FOR FUND 054 UTILITY FUND CAPITAL PROJECTS FUND AND SOLID WASTE CAPITAL PROJECTS FUND 087 TO UTILIZE FISCAL YEAR 2011-2012 UNEXPENDED 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 2012-2013 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 087	Solid Waste Capital Projects				
<u>Capital</u>					
2		Fund Balance (FY 2012)	610.0		<u>\$130,000</u>
					<u>\$130,000</u>
<u>Expenses</u>					
5-170.3	Landfill	Landfill Permit Amendment	714.00	<u>\$130,000</u>	
				<u>\$130,000</u>	
Fund 054	Utility Fund Capital Projects				
<u>Capital</u>					
2		Fund Balance (FY 2012)	610.0		<u>\$124,265</u>
					<u>\$124,265</u>
<u>Expenses</u>					
5-700.1	North Plant	WW –North Plant (Bar Screen)	712.00	\$5,964	
5-700.2	South Plant	WW –South Plant (Bar Screen)	712.00	<u>\$118,301</u>	
				<u>\$124,265</u>	

[To amend FY13 Fund 054 Utility Fund Capital Projects and Solid Waste Capital Projects Fund 087 to utilize FY12 unexpended funds as per the attached March 5, 2013 City Engineer Budget Request.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 11th day of March, 2013.

PASSED AND APPROVED on this the ____ day of _____, 2013.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Engineering Department

361-595-8007

361-595-8035 Fax

DATE: March 5, 2013

TO: City Commission through City Manager

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

SUBJECT: Capital Projects Budget Amendment (Funds 087 & 054)

SUMMARY

This item authorizes a budget amendment so the City Employees can complete different projects.

BACKGROUND

087 - Landfill Permit Amendment

Original Budget FY2012: \$130,000; unused so wash to fund balance

Budgeted in 2013:\$-0-

Proposed Budget Amendment: \$130,000 from FY2012 Fund Balance for Landfill Permit Amendment in FY2013

054 - Cash Funded Utility Capital Project: Wastewater Treatment Plant Bar Screen

North Plant:

Original Budget FY2012: \$180,000

Used in FY2012: \$10,965 for South Treatment Plant Clarifier (via Budget Amendment in April 2012)

Remaining in FY2012: \$169,035 ($=\$180,000-10,965$); unused so wash to fund balance

Total Needed for Project: \$177,386 ($=\$161,386$ bid for the equipment and \$16,000 for installation)

Budgeted for the Project in FY2013: \$171,422

Proposed Budget Amendment: \$5,964 ($=\$177,386-171,422$) from FY2012 Fund Balance for North WW Plant Bar Screen Project in FY2013

South Plant:

Original Budget FY2012: \$170,000

Used in FY2012: \$10,535 for South Treatment Plant Clarifier (via Budget Amendment in April 2012)

Remaining in FY2012: \$159,465 ($=\$170,00-10,535$); unused so wash to fund balance

Total Needed for the Project: \$146,385 ($=\$131,385$ bid for the equipment and \$15,000 installation)

Budgeted for the Project in FY2013: \$28,084

Proposed Budget Amendment: \$118,301 ($=\$146,385-28,084$) from FY2012 Fund Balance for South WW Plant Bar Screen Project in FY2013

Total cost for the equipment and installation at both plants: \$323,771 ($=\$177,386 + \$146,385$)
Funds available for both plants: \$328,500 ($=\$169,035 + \$159,465$)

RECOMMENDATION

The proposed budget amendment is very important to finish the projects in a timely manner. Staff recommends proceeding with approval of the proposed budget amendment.

FINANCIAL IMPACT

Detail of the Budget Amendment is mentioned above

Approved

Vincent Capell, City Manager

AGENDA ITEM #2

ORDINANCE NO. 2013-

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 BUDDGET FOR CERTIFICATE OF OBLIGATION CAPITAL PROJECT FUNDS BUDGETS FOR VARIOUS PUBLIC WORKS DEPARTMENTS TO UTILIZE FISCAL YEAR 2011-2012 UNEXPENDED 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 2012-2013 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 065	2011 Series General Fund Capital Projects				
<u>Capital</u>					
2		Fund Balance (FY 2012)	610.0		<u>\$118,300</u>
					<u>\$118,300</u>
<u>Expenses</u>					
5-305.0 Street		Drainage	531.00	\$68,773	
5-305.0 Street		Equipment (signage materials)	712.00	<u>\$49,527</u>	
				<u>\$118,300</u>	
Fund 064	2009 Series General Fund Capital Projects				
<u>Capital</u>					
2		Fund Balance (FY 2012)	610.0		<u>\$14,100</u>
<u>Expenses</u>					
5-170.3 Landfill		Landfill Expansion (permit amend)	714.00	<u>\$14,100</u>	

Fund 062 CO 2005 Utility Fund Capital Projects

<u>Capital</u>					
2		Fund Balance (FY 2012)	610.0		<u>\$56,200</u>
					<u>\$56,200</u>
<u>Expenses</u>					
5-700.1 North Plant	Building Maint. (Blower Bldg.)	511.00	\$18,200		
5-700.1 North Plant	Grounds & Perm Fx (fence)	591.00	\$5,000		
5-700.2 South Plant	Grounds & Perm Fx (fence)	591.00	\$5,000		
5-700.1 North Plant	Building Maintenance (roof)	511.00	\$8,000		
5-700.1 North Plant	Utility Plant(36"bypass valve)	543.00	<u>\$20,000</u>		
			<u>\$56,200</u>		
Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease

Fund 066 CO 2011 Utility Fund Capital Projects

<u>Capital</u>					
2		Fund Balance (FY 2012)	610.0		<u>\$381,980</u>
<u>Expenses</u>					
5-600.2 Water Prod	Water Well Land	714.00	\$50,000		
5-700.2 South Plant	WW –South Plant Clarifier	721.00	<u>\$331,980</u>		
			<u>\$381,980</u>		

[To amend FY13 Certificate of Obligation Capital Project Funds budgets for various Public Works Departments to utilize FY12 unexpended funds as per the attached March 5, 2013 City Engineer Budget Request.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 11th day of March, 2013.

PASSED AND APPROVED on this the ____ day of _____, 2013.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Engineering Department

361-595-8007

361-595-8035 Fax

DATE: March 5, 2013
TO: City Commission through City Manager
FROM: Naim Khan, Director of Public Works/City Engineer
SUBJECT: Capital Projects Budget Amendment (Funds 062,064,065,066)

SUMMARY

This item authorizes a budget amendment so City Employees can make necessary purchases of equipment and complete different projects.

BACKGROUND

CO 2011 (065) - Drainage Project:

Original CO allocation FY2012: \$655,000

Spent until September 2012: \$516,227

(=\$243,012 for Caesar St. Drainage Project, \$201,389 for Santa Rosa/Corral St. Drainage Project, \$36,274 for Johnston St. Curb & Gutter Project and \$35,552 for Kathleen & Circle St. Drainage Project)

Remaining Balance in FY2012: \$138,773 (=\$655,000-516,227); unused so wash to fund balance

Budgeted in FY2013: \$70,000

Proposed Budget Amendment: \$68,773 (=\$138,773-70,000) from FY2012 Fund Balance for drainage projects in FY2013

CO 2011 (065) - Equipment for Streets:

Original CO allocation FY2012: \$189,000

(=\$76,027 for Front End Loader, \$35,000 for Sign Machine and \$77,973 for Drum Roller).

Spent in FY2012: \$136,543.80

(=\$71,756 for Front End Loader, \$12,795 for Sign Machine, and \$51,992 for Drum Roller).

Remaining Balance in FY2012: \$52,456.20 (=\$189,000-136,543.80); unused so wash to fund balance

[On May 2012, \$2,931 was used for small compactor, so new balance \$49,525.20 (=\$52,456.80-2,931).]

Proposed Budget Amendment: \$49,527 from FY2012 Fund Balance for Street Department equipment in FY2013

CO 2009 (064) – Landfill Permit Amendment

Original CO allocation FY2012: \$273,667

Paid to the consultant Naismith Engineering until September 30, 2012: \$67,799.94

Remaining in FY2012: \$205,867.06 (=\$237,667-67,799.94); unused so wash to fund balance

Budgeted FY2013: \$191,767.00

Proposed Budget Amendment: \$14,100 (=\$205,867-191,767) from FY2012 Fund Balance for Landfill Permit Amendment in FY2013

CO 2005 (062) – Utility Fund: North and South WW Treatment Plants

Original CO allocation FY2012: \$531,700

Spent in FY2012: \$475,500

Remaining at end FY2012: \$56,200 (=\$531,700-475,500); unused so wash to fund balance

Proposed Budget Amendment: \$56,200 (=\$18,200 for North Treatment Plant Blower Building repair, \$10,000 for both North and South Treatment Plant fence repairs, \$8,000 for replacing North Plant roof on collection office and storage shed, \$20,000 to replace 36" influent bypass valve) from FY2012 Fund Balance for North & South WW Treatment Plants

CO 2011 (066) – Utility Fund: New Water Well, Ground Storage Tank, Elevated Storage Tank, Land Purchase

Original CO allocation FY2012: \$2,551,250

Budgeted in 2013: \$2,501,250

Proposed Budget Amendment: \$50,000 (=\$2,551,250-2,501,250) from FY2012 Fund Balance for new water well land purchase.

CO 2011 (066) – Utility Fund: South WW Plant Clarifier

Original CO allocation FY2012: \$1,417,100

Paid the consultant LNV Engineering in FY2012: \$107,500

Remaining in FY2012: \$1,309,600 (=\$1,417,100-107,500); unused so wash to fund balance

Budgeted in F2013: \$977,620

Proposed Budget Amendment: \$331,980 (=\$1,309,600-977,620) from FY2012 Fund Balance for South WW Plant Clarifier

RECOMMENDATION

The proposed budget amendment is very important to buy the equipment and finish the projects in a timely manner. Staff recommends proceeding with approval of the proposed budget amendment.

FINANCIAL IMPACT

Detail of the Budget amendment is mentioned above

Approved

Vincent Capell, City Manager

Account Number	Department	Source of Funding	Explanation	Original Budgeted FY12	Expended FY12	FY13 Budget Amendment \$ Amount Needed
Street/Drainage	CO 2011 Fund 065	Total Drainage Projects				\$0.00
Street/Drainage	CO 2011 Fund 065	Cesar Drainage		\$203,785.00	\$243,012.00	(\$39,227.00)
Street/Drainage	CO 2011 Fund 065	Santa Rosa / Corral St. Drainage		\$220,000.00	\$201,389.00	\$18,611.00
Street/Drainage	CO 2011 Fund 065	Johnston St. Curb & Gutter Drainage		\$40,000.00	\$36,274.00	\$3,726.00
Street/Drainage	CO 2011 Fund 065	Kathleen & Circle St. Drainage		\$39,941.00	\$35,552.00	\$4,389.00
Street/Drainage	CO 2011 Fund 065	Santa Gertrudis (North-Side) Drainage		\$70,000.00	\$70,000.00	\$0.00
Street/Drainage	CO 2011 Fund 065	Other projects		\$81,274.00		\$81,274.00
		Bill doesn't have a designated list of drainage projects		\$655,000.00	\$586,227.00	\$68,773.00
						\$0.00
Street	CO 2011 Fund 065	Front Loader		\$76,027.00	\$71,756.00	\$4,271.00
Street	CO 2011 Fund 065	Sign Machine		\$35,000.00	\$12,795.00	\$22,205.00
Street	CO 2011 Fund 065	Drum Roller		\$77,973.00	\$51,992.00	\$25,981.00
	CO 2011 Fund 065	Balance use on small Compactor on May 2012			\$2,931.00	(\$2,931.00)
		Bill doesn't have a designated list of equipment purchases		\$189,000.00	\$139,474.00	\$49,526.00
						\$0.00

sign machine
materials

AGENDA ITEM #3

RESOLUTION #2013-_____

A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING THE RELEASE OF CHAPTER 59 FUNDS OF THE KINGSVILLE POLICE DEPARTMENT FOR DONATION TO THE PALMER DRUG ABUSE PROGRAM (PDAP).

WHEREAS, the Texas Code of Criminal Procedure, Article 59.06(h) allows for the release of Chapter 59 funds for nonprofit programs for the prevention of drug abuse;

WHEREAS, the Palmer Drug Abuse Program (PDAP) is a non-profit organization working to (1) turn the tide against drug and alcohol abuse in the Kingsville community and (2) make a positive statement to our young people about living a drug-free and alcohol-free lifestyle; and

WHEREAS, the Palmer Drug Abuse Program has provided services to 170 first time participants and spoke to over 1,801 young people and parents;

WHEREAS, PDAP provided approximately 624 initial and follow-up appointments to community members of Kleberg County last year;

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

I.

THAT the City Commission authorizes the Kingsville Police Department to assist with a \$5,000.00 donation to the Palmer Drug Abuse Program (PDAP) to help educate young people about living a drug-free and alcohol-free lifestyle. PDAP will submit quarterly charitable contribution reporting forms to the Kingsville Police Department.

II.

THAT local elected representatives shall be encouraged to promote, endorse, and support Palmer Drug Abuse Program for the benefit of the community.

PASSED AND APPROVED by a majority vote of the City Commission on the 25th day of March, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**KINGSVILLE POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM**

March 15, 2013

TO : Vincent J. Capell
Courtney Alvarez

FROM : Chief R. Torres

SUBJECT : PDAP Corporate Sponsorship

The Palmer Drug Abuse Program is soliciting a donation for the Kingsville, Texas program. The Palmer Drug Abuse Program provides a proactive means in our continued battle against the abuse of drugs. We here at the City of Kingsville Police Department have a longstanding relationship with PDAP and now that we have the means would like to assist them in our common goals.

The Texas Code of Criminal Procedure under Chapter 59 allows awarded funds to be used to assist in the funding of nonprofit programs for the prevention of drug abuse. The Palmer Drug Abuse Program is a tax-exempt organization and is totally dependent upon support from individuals, corporations, and private foundations of our community.

I would ask that this be placed on the next available agenda for city council approval of a donation in the amount of **\$5,000.00** to assist PDAP with our mission to help young people and families recover from chemical abuse and addiction.

In keeping with the Chapter 59 we would request that the applicant entity after being awarded funds provide a report on a quarterly basis regarding what types of programs they have provided along with the number of participants they have been able to serve. This data is necessary for performance measurements reporting of all or the Kingsville Police Department's Federal and State grants such as JAG, BVP and Recovery Grants.

Thank you for your assistance regarding this matter.

REGULAR AGENDA

AGENDA ITEM #4



Planning & Development Services Department

TO: Mayor & City Commission

THROUGH: Vincent Capell, City Manager

FROM: Michael Kellam, AICP, Director of Planning & Development Services

SUBJECT: Preliminary Plat Request in the 1600 Block of Carlos Truan Blvd.

DATE: March 14, 2013

The City of Kingsville Planning and Zoning Commission met on March 13, 2013 at 7:00 p.m. in regard to a request made by Melden & Hunt, Inc. Fred L. Kurth serving as the agent, to approve a preliminary subdivision plat, which is located in the 1600 block of Carlos Truan Blvd. Mark Dizdar appeared at the meeting, on behalf of applicant Fred L. Kurth, to present in favor of the preliminary plat. No others were present to speak on the matter.

Staff presented the attached staff report to the Planning & Zoning Commission. As stated in the staff report the request was recommended to be given conditional approval based on the findings found within the report. The applicant is agreeable to the conditions and stated willingness to comply.

As previously stated, Planning staff recommends conditional approval of this preliminary subdivision plat request. The Planning & Zoning Commission recommended conditional approval of the request with a unanimous 6/0 vote.

Attachments

Staff Report to the PLANNING & ZONING COMMISSION and CITY COMMISSION

by the Planning & Development Services Department, Planning Division
City of Kingsville, Texas

Request: APPROVAL OF A MAJOR PRELIMINARY SUBDIVISION PLAT ENTITLED
WILDWOOD TRAILS, CONTAINING 184 LOTS, LOCATED IN THE 1600 BLOCK OF
CARLOS TRUAN BLVD.

Petitioner and Agent: Melden & Hunt Inc., Fred Kurth, P.E., Agent

Date of P&Z Hearing: March 13, 2013

Comprehensive Plan Land Use: Residential

Existing Zoning Classification: R-1 Single Family Residential District

Adjacent Zoning: East: C-4 Commercial District

North, South: R-1 Single Family Residential District

West: R-3 Multi-Family Residential District

EXISTING INFRASTRUCTURE

Transportation: Carlos Truan Blvd.- Arterial
Caesar Avenue- Arterial

Community Facilities: Services provided

Capital Improvements: Public Street Improvements, Sanitary Sewer & Storm Water Collection
to be performed by the developer

Fire Station Proximity: Within two miles

100 Year Flood Plain: The property is not within a floodplain

EXHIBITS PRESENTED

- Chapter 15 of the Kingsville Code of Ordinances (present at the meeting)
- City of Kingsville Master Plan (present at meeting)
- City of Kingsville Comprehensive Housing Plan
- Site Plan
- Application for major preliminary subdivision plat
- Mailing list of owners within 200 feet

BACKGROUND AND HISTORY

This petitioner is requesting approval of this major subdivision plat which will contain 184 lots and seven streets. Wildwood Trails Boulevard, a through street with boulevard planting treatment, will connect with the existing arterial streets to the north and south. Virginia Street & Lewis Street will be an extension of existing streets which will interconnect with Grand Drive, a new street proposed in the subdivision. The other five streets will be inter-connecting loops or short cul-de-sacs. In all, Wildwood will have two points of arterial street access outside the subdivision. Two tracts of permanent open space will be provided, within which contain a storm water detention basin to control storm water runoff as well as utilization for recreation activities including an 8' hike and bike trail. A homeowner's association will own and maintain the open space common areas. The development is not within the Controlled Compatible Land Use Area, and is outside of the Noise Zones and the Accident Potential Zones. The area is within the Military Influence Area #3.

Additional features, other than the aforementioned boulevard and hike & bike trail, include an approximately one half acre open space/common area that will be utilized as a recreational area/neighborhood park, interconnecting sidewalks throughout to provide for walkability, and existing/new tree canopy to provide shade and aesthetics.

The following comments have been provided by City staff in the review of the proposal as shown to date:

- (1) Full construction plans must be submitted which include installation of monuments, streets and street lights, sanitary sewers, storm sewers, sidewalks/hike & bike trails, water lines, and other improvements required in Article V of the Subdivision regulations;
- (2) In the upcoming construction plans and final plat the street currently named Park Drive needs to be changed to a dissimilar name, as a Park Drive already exists within the City's street network;
- (3) The preliminary plat drawings show the trees on the outer edge of the boulevard, closest to the property line. This placement is incorrect. On the forthcoming construction plans the trees will need to be moved inside the sidewalks, within the grass parkway between the sidewalk and the back of curb. The 11' area the trees are currently within are to be reserved for utility placement. A typical section was provided and is attached to further clarify the needed revision.
- (4) The area that connects from Laurel Street to the common area/walking trail needs to be labeled as common area/open space. Currently it is not labeled as such. This shall be included in the construction plan drawings and also the final plat.
- (5) The Caesar ditch culvert will be reviewed further once the construction plans are submitted to ensure the design can accommodate the off-site flow plus the flow from the site. The design should include the culvert, wingwalls, concrete rip-rap along the bottom and the banks and guard rails.
- (6) The Codes, Covenants and Restrictions (CCR's) requiring the ongoing maintenance of the common areas and open space to be carried out by the CCR's and the Homeowners Association, among other things, shall be filed with Kleberg County, which clearly state this, and a copy shall be provided to the City for their records.

STAFF REVIEW & RECOMMENDATION

When reviewing a preliminary plat of a major subdivision the Planning Commission typically shall consider the following factors:

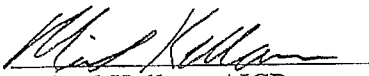
1. Whether the plat conforms to the Subdivision Regulations and the applicable provisions of the zoning ordinance and other land use regulation; and,
2. Whether the plat represents an overall development pattern that is consistent with the goals and policies of the City's Master Plan, Comprehensive Housing Plan, the Major Street Plan, the official future land use map, the capital improvements program and any other applicable planning documents adopted by the City.

Staff recommends **CONDITIONAL APPROVAL** of this preliminary plat with the following conditions:

- (1) Full construction plans must be submitted which include installation of monuments, streets and street lights, sanitary sewers, storm sewers, sidewalks/hike & bike trails, water lines, and other improvements required in Article V of the Subdivision regulations;
- (2) In the upcoming construction plans and final plat the street currently named Park Drive needs to be changed to a dissimilar name, as a Park Drive already exists within the City's street network.
- (3) The preliminary plat drawings show the trees on the outer edge of the boulevard, closest to the property line. This placement is incorrect. On the forthcoming construction plans the trees will need to be moved inside the sidewalks, within the grass parkway between the sidewalk and the back of curb. The 11' area the trees are currently within are to be reserved for utility placement. A typical section was provided and is attached to further clarify the needed revision.
- (4) The area that connects from Laurel Street to the common area/walking trail needs to be labeled as common area/open space. Currently it is not labeled as such. This shall be included in the construction plan drawings and also the final plat.
- (5) The Caesar ditch culvert will be reviewed further once the construction plans are submitted to ensure the design can accommodate the off-site flow plus the flow from the site. The design should include the culvert, wingwalls, concrete rip-rap along the bottom and the banks and guard rails.
- (6) The Codes, Covenants and Restrictions (CCR's) requiring the ongoing maintenance of the common areas and open space to be carried out by the CCR's and the Homeowners Association, among other things, shall be filed with Kleberg County, which clearly state this, and a copy shall be provided to the City for their records.

With the above conditions, the following findings of fact have been considered:

1. The plat conforms to the Subdivision Regulations and the applicable provisions of the zoning ordinance and other land use regulation; and,
2. The plat represents an overall development pattern that is consistent with the goals and policies of the City's Master Plan, Comprehensive Housing Plan, the Major Street Plan, the official future land use map, the capital improvements program and any other applicable planning documents adopted by the City.

Prepared by: 
Michael Kellam, AICP
Director of Planning & Development Services

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address * The Grange Wildwood Trails Nearest Intersection Carlos Truan Blvd.
(Proposed) Subdivision Name La Perla @ Jalisco Ranch Lot Trails Block _____
Legal Description: 19.68 ac. out of Farm Lots 2, 3, and 7, Sect. 4, Kleberg Town & Imprv. Co.
Existing Zoning Designation R1-Single Family District Future Land Use Plan Designation R1-Single Family District
OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)
Applicant/Authorized Agent Melden & Hunt Phone (956) 381-0981 FAX (956) 381-1839
Email Address (for project correspondence only): f.kurth@meldenandhunt.com
Mailing Address 115 W. McIntyre City Edinburg State TX Zip 78541
Property Owner _____ Phone _____ FAX _____
Email Address (for project correspondence only): _____
Mailing Address _____ City _____ State _____ Zip _____

Select appropriate process for which approval is sought. Attach completed checklists with this application.

<input type="checkbox"/> Annexation Request.....No Fee	<input checked="" type="checkbox"/> Preliminary Plat.....Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA).....\$250.00	<input checked="" type="checkbox"/> Final Plat.....Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request.....\$250.00	<input type="checkbox"/> Minor Plat.....\$100.00
<input type="checkbox"/> Re-zoning Request.....\$250.00	<input type="checkbox"/> Re-plat.....\$250.00
<input type="checkbox"/> SUP Request/Renewal.....\$250.00	<input type="checkbox"/> Vacating Plat.....\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA).....\$250.00	<input type="checkbox"/> Development Plat.....\$100.00
<input type="checkbox"/> PUD Request.....\$250.00	<input type="checkbox"/> Subdivision Variance Request.....\$25.00 ea.

Please provide a basic description of the proposed project A Residential development of 19.68 acres into 34 lots.

I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

Applicant's signature: [Signature] Date: 4-19-12
Property owners signature: ** Date: _____
Accepted by: [Signature] Date: _____

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address _____ Nearest Intersection Carlos Truan Blvd.
(Proposed) Subdivision Name *The Estates Wildwood Trails Wildwood Lot Trails Block _____
Legal Description: 6.24 acres out of Farm Lot 2, Section 17, Kleberg Town & Impr
Existing Zoning Designation R1-Single Family District Future Land Use Plan Designation R1-Single Family District

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Melden & Hunt, Inc. Phone (956) 381-0981 FAX (956) 381-1839
Email Address (for project correspondence only): fkurth@meldenandhunt.com
Mailing Address 115 W. McIntyre City Edinburg State TX Zip 78541
Property Owner _____ Phone _____ FAX _____
Email Address (for project correspondence only): _____
Mailing Address _____ City _____ State _____ Zip _____

Select appropriate process for which approval is sought. Attach completed checklists with this application.

<input type="checkbox"/> Annexation Request.....No Fee	<input checked="" type="checkbox"/> Preliminary Plat.....Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA).....\$250.00	<input checked="" type="checkbox"/> Final Plat.....Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request.....\$250.00	<input type="checkbox"/> Minor Plat.....\$100.00
<input type="checkbox"/> Re-zoning Request.....\$250.00	<input type="checkbox"/> Re-plat.....\$250.00
<input type="checkbox"/> SUP Request/Renewal.....\$250.00	<input type="checkbox"/> Vacating Plat.....\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA).....\$250.00	<input type="checkbox"/> Development Plat.....\$100.00
<input type="checkbox"/> PUD Request.....\$250.00	<input type="checkbox"/> Subdivision Variance Request.....\$25.00 ea.

Please provide a basic description of the proposed project:

development of 6.24 acres into 26 residential lots

I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit or approval may be revoked.

Applicant's signature: [Signature] Date: 4-19-12
Property owners signature: _____ Date: _____
Accepted by: [Signature] Copy of Contract on File Date: _____

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Project Address _____ Nearest Intersection Carlos Truan Blvd.
(Proposed) Subdivision Name ~~Que Linda @ The Park~~ ~~Willowood~~ ~~Eliseo Ranch~~ Lot _____ Block _____
Legal Description: 6.70 acres out of Farm Lot 2, Section 17, Kleberg Town & Imp
Existing Zoning Designation R1-Single Family District Future Land Use Plan Designation R1-Single Family District
OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)
Applicant/Authorized Agent Melden & Hunt, Inc Phone (976) 381-0981 FAX (976) 381-1839
Email Address (for project correspondence only): fkuhn@meldenandhunt.com
Mailing Address 115 W. McIntyre City Edinburg State TX Zip 78541
Property Owner _____ Phone _____ FAX _____
Email Address (for project correspondence only): _____
Mailing Address _____ City _____ State _____ Zip _____

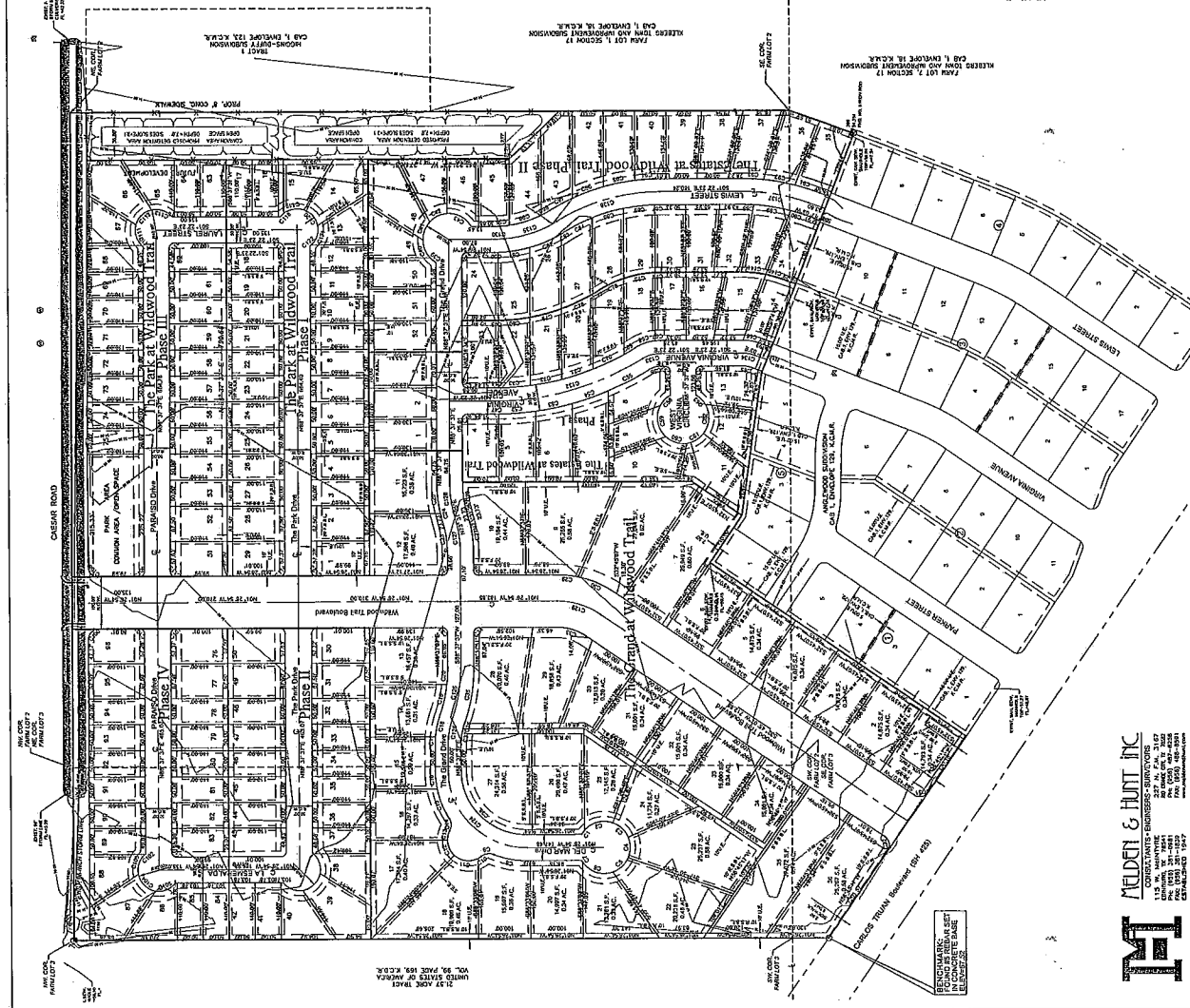
Select appropriate process for which approval is sought. Attach completed checklists with this application.

<input type="checkbox"/> Annexation Request.....No Fee	<input checked="" type="checkbox"/> Preliminary Plat.....Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA).....\$250.00	<input checked="" type="checkbox"/> Final Plat.....Fee Varies
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<input type="checkbox"/> Zoning Variance Request (ZBA).....\$250.00	<input type="checkbox"/> Development Plat.....\$100.00
<input type="checkbox"/> PUD Request.....\$250.00	<input type="checkbox"/> Subdivision Variance Request.....\$25.00 ea.

Please provide a basic description of the proposed project a development of 6.70
acres in to 28 residential lots

I hereby certify that I am the owner and/or duly authorized agent of the owner for the purposes of this application.
I further certify that I have read and examined this application and know the same to be true and correct. If any of
the information provided on this application is incorrect the permit or approval may be revoked.

Applicant's signature: [Signature] Date: 4-19-12
Property owners signature: [Signature] Date: _____
Accepted by: [Signature] Contract on File Date: _____

Phase IV

Model #	SQ. FT.	Area
75	7292.62	0.120
77	7425.00	0.120
78	8350.00	0.128
79	8350.00	0.128
80	9650.00	0.136
81	8400.00	0.128
82	8000.00	0.126
83	8042.69	0.127

84	5900.00	0.175
85	5900.00	0.125
86	7147.47	0.164
87	6074.21	0.221
88	6748.03	0.153
89	5449.41	0.136
90	5090.00	0.179
91	5960.00	0.178
92	6900.00	0.126
93	6900.00	0.125
94	5900.00	0.120
95	7425.00	0.370
96	7716.82	0.357

Wildwood Trail Development
The Grand at Wildwood Trail
The Estates at Wildwood Trail
The Park at Wildwood Trail
 KLEBERG COUNTY, TEXAS

SETBACK LEGEND

W.F.S.B.L.	20 FEET FRONT SETBACK LINE - OR GREATER FOR EASEMENT
W.F.S.B.L.	20 FEET FRONT SETBACK LINE - OR GREATER FOR EASEMENT
W.F.S.B.L.	5 FEET SIDE SETBACK LINE - OR GREATER FOR EASEMENT
W.F.S.B.L.	10 FEET SIDE CORNER SETBACK LINE - OR GREATER FOR EASEMENT
W.F.S.B.L.	15 FEET OR GREATER FOR EASEMENT

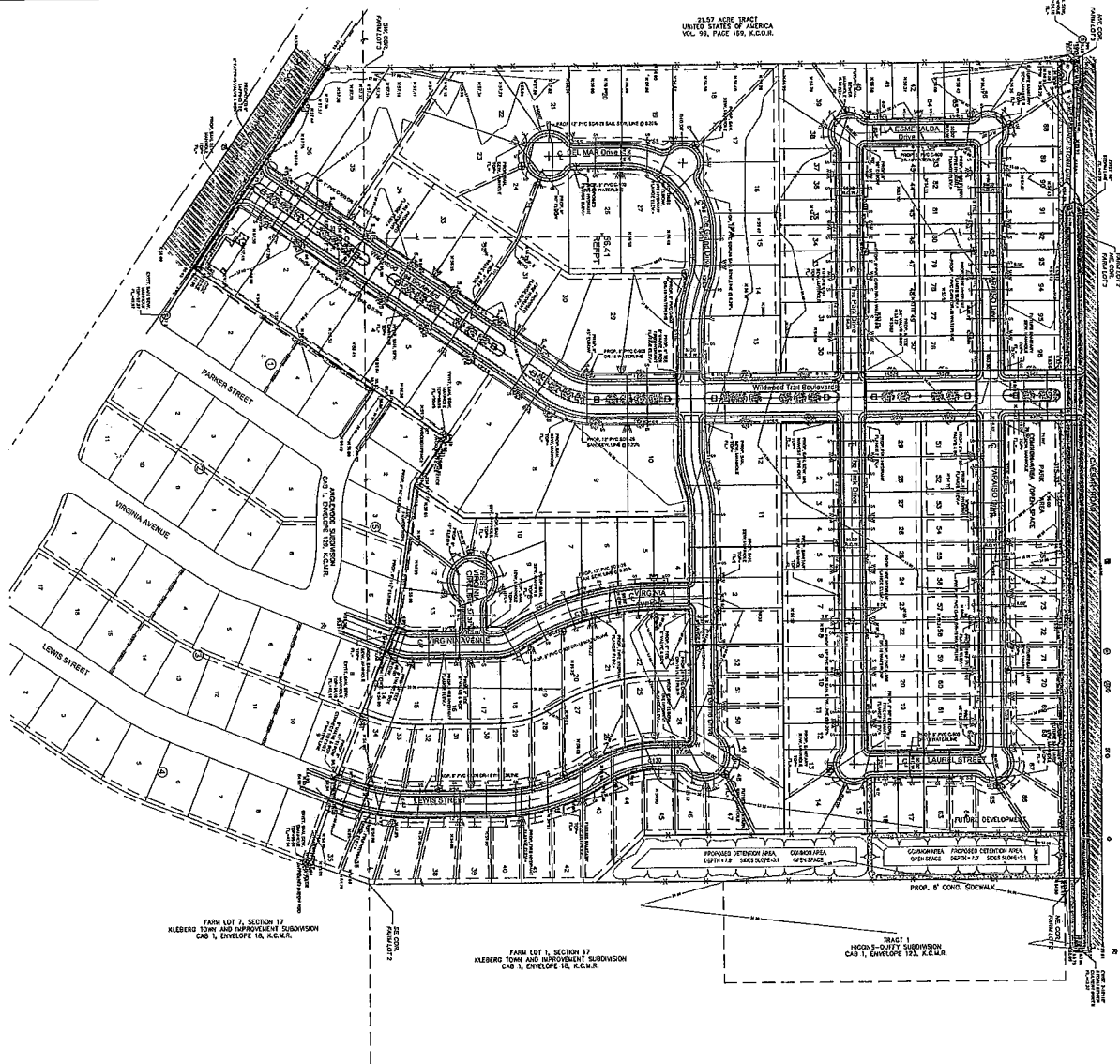
DRAWN BY : R.D.J. DATE : 1-18-13
 SURVEYED, CHECKED BY : _____ DATE : _____
 FINAL CHECK BY : _____ DATE : _____

113 W. MCINTYRE
CHANDLER, TX 76011
PRC (915) 351-1811
PRC (915) 351-1829
FAX (915) 351-1047
E-MAIL: info@huntsurv.com

CONSULTANTS • ENGINEERS • SURVIVORS

MELDEN & HUNT INC
227 N. F.M. 3167
DALLAS, TX 75222
PRC (214) 497-4256
PRC (214) 498-8981
FAX: (214) 498-8981
E-MAIL: melden@huntsurv.com

11.57 ACRES TRACT
UNITED STATES OF AMERICA
VOL. 99, PAGE 189, K.C.D.A.



- LEGEND**
- PROPOSED DUAL WATER SERVICE
 - PROPOSED SINGLE WATER SERVICE
 - PROPOSED FIRE HYDRANT
 - PROPOSED WATER VALVE
 - PROPOSED TREE
 - PROPOSED SANITARY SEWER MANHOLE
 - PROPOSED SANITARY SEWER SERVICE
 - PROPOSED STANDING STREET LIGHT POLE
 - PROPOSED DECORATIVE STREET LIGHT POLE



SCALE: 1" = 100'

SHEET 1 OF 2

WATER & SANITARY SEWER LAYOUT

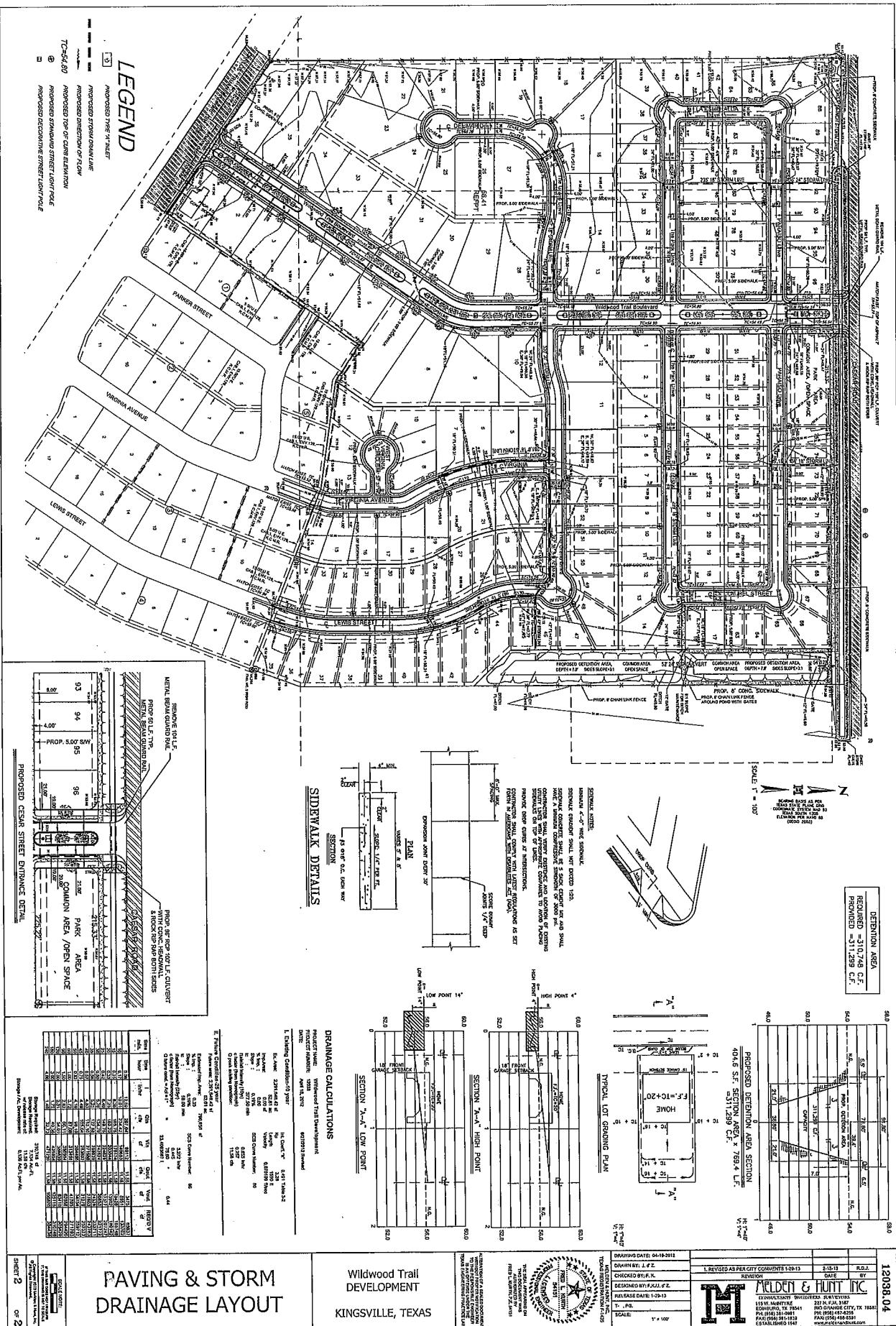
Wildwood Trail
DEVELOPMENT
KINGSVILLE, TEXAS



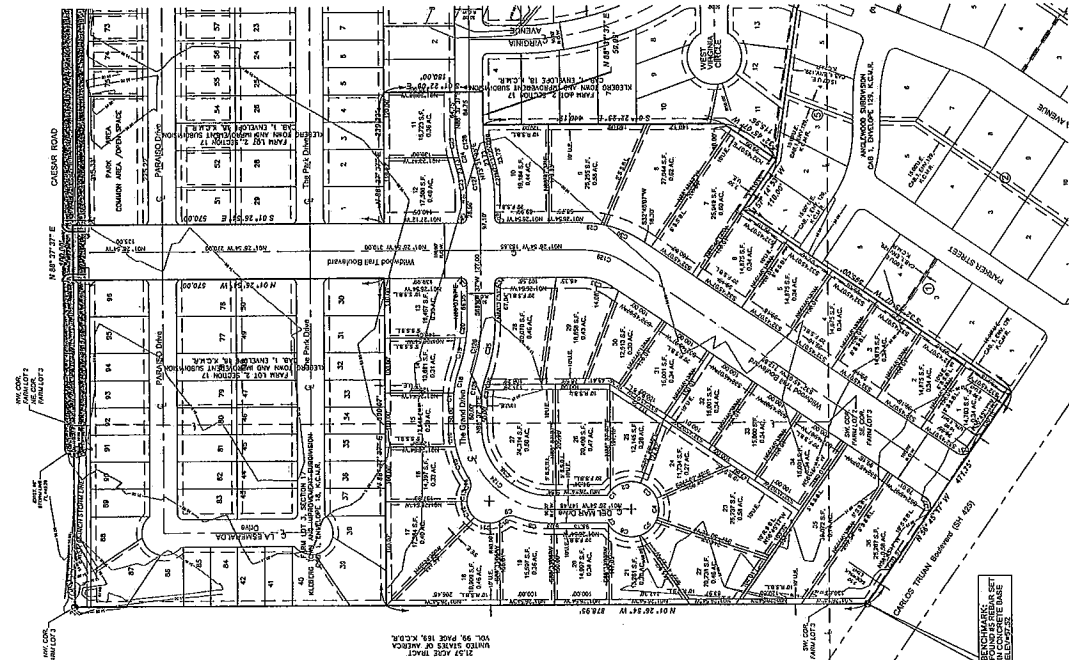
DRAWING DATE: 04-19-2012
DRAWN BY: J.F.K.
CHECKED BY: J.F.K.
DESIGNED BY: J.F.K.
RELEASE DATE: 5-15-13
T. J. M.
TJ.M.

1. REVISIONS AS PER CITY COMMENTS 1-29-13		DATE	BY
REVISION		5-15-13	R.D.J.
MELDEN & HUNT INC.		DATE	BY
CONSULTANTS ENGINEERS ARCHITECTS		5-15-13	R.D.J.
1111 N. AMITYVILLE		P.O. BOX 1111	
BOHLMUND, TX 78401		P.O. BOX 1111	
TEL: (409) 381-0001		FAX: (409) 381-0001	
WWW.MELDENANDHUNT.COM			

120388.04



PRELIMINARY PLAT OF
The Grand at Wildwood Trail
BEING A RESUBDIVISION OF 19,928 ACRES SITUATED IN THE CITY OF KINGSVILLE,
KLEBERG COUNTY, TEXAS, OUT OF FARM LOT 2, FARM LOT 3 AND FARM LOT 7,
SECTION 17, THE KLEBERG TOWN & IMPROVEMENT COMPANY SUBDIVISION,
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED
IN CABINET 3, ENVELOPE 18, OF THE
MAP RECORDS, KLEBERG COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF KLEBERG

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

WITNESSETH, that I, _____, a Notary Public in and for the State of Texas, do hereby certify that _____ is the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein stated.

NOTARY PUBLIC
COUNTY OF KLEBERG
STATE OF TEXAS

STATE OF TEXAS
COUNTY OF KLEBERG

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

WITNESSETH, that I, _____, a Notary Public in and for the State of Texas, do hereby certify that _____ is the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein stated.

NOTARY PUBLIC
COUNTY OF KLEBERG
STATE OF TEXAS

STATE OF TEXAS
COUNTY OF KLEBERG

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WITNESSETH, that I, _____, a Notary Public in and for the State of Texas, do hereby certify that _____ is the person whose name is subscribed to the foregoing instrument, and that he executed the same for the purposes and consideration therein stated.

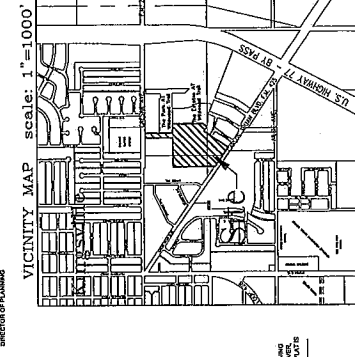
NOTARY PUBLIC
COUNTY OF KLEBERG
STATE OF TEXAS

STATE OF TEXAS
COUNTY OF KLEBERG

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NOTARY PUBLIC
COUNTY OF KLEBERG
STATE OF TEXAS



ORIGINAL NOTES AND RESTRICTIONS:

1. THE PLATTED AREA CONTAINS 18 ACRES OF LAND.

2. THE PLATTED AREA IS SUBJECT TO THE EASES, RIGHTS, AND INTERESTS OF THE CITY OF KINGSVILLE, TEXAS, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CABINET 3, ENVELOPE 18, OF THE MAP RECORDS, KLEBERG COUNTY, TEXAS.

3. THE PLATTED AREA IS SUBJECT TO THE EASES, RIGHTS, AND INTERESTS OF THE CITY OF KINGSVILLE, TEXAS, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CABINET 3, ENVELOPE 18, OF THE MAP RECORDS, KLEBERG COUNTY, TEXAS.

4. THE PLATTED AREA IS SUBJECT TO THE EASES, RIGHTS, AND INTERESTS OF THE CITY OF KINGSVILLE, TEXAS, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CABINET 3, ENVELOPE 18, OF THE MAP RECORDS, KLEBERG COUNTY, TEXAS.

5. THE PLATTED AREA IS SUBJECT TO THE EASES, RIGHTS, AND INTERESTS OF THE CITY OF KINGSVILLE, TEXAS, AS SHOWN ON THE MAP OR PLAT THEREOF RECORDED IN CABINET 3, ENVELOPE 18, OF THE MAP RECORDS, KLEBERG COUNTY, TEXAS.

Curve #	Length	Radius	Chord	Chord Distance	Chord Length	Height
C1	10.00	100.00	10.00	10.00	10.00	0.00
C2	10.00	100.00	10.00	10.00	10.00	0.00
C3	10.00	100.00	10.00	10.00	10.00	0.00
C4	10.00	100.00	10.00	10.00	10.00	0.00
C5	10.00	100.00	10.00	10.00	10.00	0.00
C6	10.00	100.00	10.00	10.00	10.00	0.00
C7	10.00	100.00	10.00	10.00	10.00	0.00
C8	10.00	100.00	10.00	10.00	10.00	0.00
C9	10.00	100.00	10.00	10.00	10.00	0.00
C10	10.00	100.00	10.00	10.00	10.00	0.00
C11	10.00	100.00	10.00	10.00	10.00	0.00
C12	10.00	100.00	10.00	10.00	10.00	0.00
C13	10.00	100.00	10.00	10.00	10.00	0.00
C14	10.00	100.00	10.00	10.00	10.00	0.00
C15	10.00	100.00	10.00	10.00	10.00	0.00
C16	10.00	100.00	10.00	10.00	10.00	0.00
C17	10.00	100.00	10.00	10.00	10.00	0.00
C18	10.00	100.00	10.00	10.00	10.00	0.00
C19	10.00	100.00	10.00	10.00	10.00	0.00
C20	10.00	100.00	10.00	10.00	10.00	0.00

Curve #	Length	Radius	Chord	Chord Distance	Chord Length	Height
C1	10.00	100.00	10.00	10.00	10.00	0.00
C2	10.00	100.00	10.00	10.00	10.00	0.00
C3	10.00	100.00	10.00	10.00	10.00	0.00
C4	10.00	100.00	10.00	10.00	10.00	0.00
C5	10.00	100.00	10.00	10.00	10.00	0.00
C6	10.00	100.00	10.00	10.00	10.00	0.00
C7	10.00	100.00	10.00	10.00	10.00	0.00
C8	10.00	100.00	10.00	10.00	10.00	0.00
C9	10.00	100.00	10.00	10.00	10.00	0.00
C10	10.00	100.00	10.00	10.00	10.00	0.00
C11	10.00	100.00	10.00	10.00	10.00	0.00
C12	10.00	100.00	10.00	10.00	10.00	0.00
C13	10.00	100.00	10.00	10.00	10.00	0.00
C14	10.00	100.00	10.00	10.00	10.00	0.00
C15	10.00	100.00	10.00	10.00	10.00	0.00
C16	10.00	100.00	10.00	10.00	10.00	0.00
C17	10.00	100.00	10.00	10.00	10.00	0.00
C18	10.00	100.00	10.00	10.00	10.00	0.00
C19	10.00	100.00	10.00	10.00	10.00	0.00
C20	10.00	100.00	10.00	10.00	10.00	0.00

MODERN & HUNT, INC.
CONSULTANTS-ENGINEERS-SURVEYORS
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Phone: (817) 335-1111
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E-mail: info@modernandhunt.com
www.modernandhunt.com

AGENDA ITEM #5

**GUIDELINES AND CRITERIA
FOR
ECONOMIC DEVELOPMENT INCENTIVES
WITH
THE CITY OF KINGSVILLE**

SECTION I. General Purpose:

The City of Kingsville, Texas, is committed to the promotion of economic development in all parts of the City and to an ongoing improvement in the quality of life for the citizens residing within the City. The City recognizes that these objectives are generally served by enhancement and expansion of the local economy and tax base. The City will, on a case by case basis, give consideration to providing economic incentives, as authorized by Vernon's Texas Code Annotated (V.T.C.A.), Local Government Code, Chapter 380, as stimulation for economic development within the City of Kingsville. It is the policy of the City that said consideration will be provided in accordance with the guidelines and criteria herein set forth and in conformity with the Local Government Code.

Nothing contained herein shall imply, suggest or be understood to mean that the City is under any obligation to provide economic incentives to any applicant and adoption of these GUIDELINES AND CRITERIA GOVERNING ECONOMIC DEVELOPMENT INCENTIVES. (these "Guidelines") The Guidelines shall not create any property, contract, or other legal right in any person to have the governing body of the City consider or grant a specific application or request for economic incentives. With the above rights reserved all applications for economic incentives will be considered on a case by case basis.

SECTION II. Definitions:

As used within these guidelines and criteria, the following words or phrases shall have the following meaning:

1. Program Time Limit: Development Agreements may be approved by the governing body of the City of Kingsville for a period not to exceed five (5) years.
2. Agreement Time Limit: An applicant for a Development Agreement shall have all infrastructure improvements and development of the lots fully developed within 5 years of execution of said Residential Development Agreement.
3. Economic Incentives: The City of Kingsville may provide a maximum of one hundred percent (100%) of the total labor and equipment cost (to be determined by the City Engineer) of infrastructure (water and/or sewer or street) in the form of man-power and equipment, both of which will be provided by the City of Kingsville,

that are to be located on real property within the city limits of the City of Kingsville, Texas for economic development purposes as designated in the Development Agreement for a period of time not to exceed five (5) years. The City of Kingsville may also provide a grant of money and/or reimbursables for infrastructure (water &/or sewer or street) that are to be located on real property within the city limits of the City of Kingsville, Texas for economic development purposes as designated in the Development Agreement for a period of five (5) years, with the ability of an extension upon request by the applicant for up to an additional 5 years to be approved by the City Commission, but shall not exceed a total term of 10 years.

4. The City: The City of Kingsville, a municipal corporation, located within the city limits of City of Kingsville, Texas.
5. Development Agreement: A contract between a property owner and the City for the economic incentives to be provided by the City of Kingsville for qualified property located within the City of Kingsville.
6. Base Year Value: The assessed value as determined by the Kleberg County Tax Assessor of property eligible for economic incentives as of January 1 preceding the execution of a Development Agreement as herein defined.
7. Facility: The building, units or structures erected on the Real Property.
8. Improvements to Real Property or Improvements: Shall mean the construction and completion of any Facility located upon, or to be located upon Real Property, as herein defined.
9. Owner: The record title owner of Real Property.
10. Real Property: Land on which Improvements are to be made located within the city limits.
11. Plat: A map of a subdivision showing the location and boundaries of individual parcels of land subdivided into lots, with streets, alleys, easements, etc., usually drawn to scale.
12. Living Space: The area of the house that is heated and/or cooled.

SECTION III. Intent of Criteria and Guidelines: The intent of the criteria and guidelines, as herein set forth, is to establish the minimum standards which an applicant for economic incentives must meet in order to be considered for such status by the City.

SECTION IV: Criteria and Guidelines for Economic Incentives:

1. Real Property will be eligible for economic incentives consideration provided such property meets the following guidelines and criteria:
 - (a) Creation of new value: Economic incentives may only be granted for newly platted single family residential development lots that result in the development of single family residential units with a minimum of 1300 square feet of living space, and/or multi-family apartment buildings with a minimum of 12 total dwelling units, and/or commercial and retail development that creates jobs, sales taxes & additional property value.
2. If the water and/or sewer infrastructure must pass undeveloped land, the applicant must pay 100% of the cost for that section of infrastructure and may seek reimbursement from the future developer of said undeveloped land as development occurs.
3. If the water and/or sewer infrastructure must pass developed land and the property owner of the developed land wants to connect to the infrastructure, then said property owner must pay 100% of the cost for the section of infrastructure crossing the entirety of his property.
4. The developer/contractor shall abide by and not solicit or/seek undue relief from all applicable building codes and or site development standards as approved by the City Commission and/or promulgated by other industry rulemaking bodies.
5. The total amount or value of economic incentives may not exceed that which is required to complete the project including a reasonable, but not excessive return on investment under existing market conditions.
6. The following types of property shall be ineligible for economic incentives status:
 - a. manufactured homes;
 - b. modular homes;
 - c. homes built with open foundations (eligible for street infrastructure assistance);
 - d. apartments with 11 or fewer dwelling units;
 - e. duplexes, triplexes and quadplexes (eligible for street infrastructure assistance);
 - f. hotel accommodations (unless part of a large scale apartment development wherein extended stay units are developed);
 - g. motel accommodations;
 - h. property owned by the State of Texas or any State agency; and,
 - i. property owned or leased by a member of the City Commission of the City of Kingsville.
7. In order for a Facility to qualify for economic incentives, all of the following conditions must apply:

- a. the Real Property must be owned by the same person, corporation, partnership or other business entity;
- b. the Real Property must be located in the city limits of the City of Kingsville;
- c. there can be no liens on the property and all property taxes must be current;
- d. the applicant or his developer must put up a cash bond/performance bond or irrevocable letter of credit in the amount of 105% of the cost of the economic incentives;
- e. the improvements to the Real Property must be for single family residential development lots that result in the development of single family residential units with a minimum of 1300 square feet of living space; and/or multi-family apartment buildings with a minimum of 12 total dwelling units; and/or commercial and retail development that creates jobs, sales taxes & additional property value.; and
- f. construction must be a minimum 100% completed no later than the expiration of the Residential Development Agreement.

6. Bond/Irrevocable Letter of Credit

a. The Applicant shall submit to the city, no later than the date the Development Agreement is approved by the Kingsville City Commission, a cash bond/performance bond or irrevocable letter of credit in the amount of 105% of the cost of the economic incentives, from a surety authorized to do business in the State of Texas. The bond or irrevocable letter of credit shall be valid for a period of *no less than* five years from the date that the application is submitted to the City Commission for approval.

b. The bond or irrevocable letter of credit shall provide, but not be limited to, the following condition: there shall be recoverable by the city, jointly and severally from the principal and surety any and all financial loss, or costs suffered or incurred by the city in connection with Applicant's development within the city.

c. The bond or irrevocable letter of credit shall contain the following endorsement: "it is hereby understood and agreed that this bond/irrevocable letter of credit may not be canceled by the surety company until the term of the Development Agreement expires, or at which time the project is completed and approved by the City for which release of the bond has been granted in writing"; the rights to the city with respect to the bond/irrevocable letter of credit are in addition to all other rights of the city; and no action, proceeding, or exercise of a right with respect to such bond/irrevocable letter of credit shall affect any other rights of the city."

d. Notwithstanding anything contained to the contrary, the Development Agreement shall not be effective unless and until a copy of the agreement, signed by an authorized officer of the Applicant, and the bond or irrevocable letter of credit have been filed with the City Secretary.

7. The amount and term of economic incentives shall be determined by the City Commission of the City of Kingsville on a case by case basis; however, in no event

shall economic incentives be offered by the City of Kingsville for a term in excess of ten(10) years.

8. No property shall be eligible for economic incentives unless such property meets the requirements of V.T.C.A. Local Government Code, Section 380 et seq.

9. The economic qualification for economic incentives shall be as follows:

a. Facility:

i. The creation of a Facility, which has not previously existed within the City, and will be new development or approved redevelopment of a blighted property; and,

ii. The development to be erected or affixed in or on the Real Property within the city limits of the City of Kingsville, Texas, for which economic incentives are sought must consist of single family residential development lots that result in the development of single family residential units with a minimum of 1300 square feet of living space; and/or multi-family apartment buildings with a minimum of 12 total dwelling units; and/or commercial and retail development that creates jobs, sales taxes & additional property value. All construction must be a minimum 100% completed no later than the expiration of the Residential Development Agreement.

b. Notwithstanding any of the requirements set forth herein, the governing body of the City of Kingsville, upon the affirmative vote of three-fourths of its members, may vary any of the above requirements when variation is demonstrated by the applicant for Economic Incentives to be in the best interest of the City and that it will enhance the economic development of the City.

c. By signing a Development Agreement, an applicant whereby agrees that once a Development Agreement has been executed by all necessary parties applicant will not seek a real estate inventory discount with the Kleberg County Appraisal District for the real property and any improvements thereon.

10. Value of Facility:

a. The value of the development lots and/or improvements to be made, comprising the Facility shall be determined by the Kleberg County Appraisal District in accordance with the terms and provisions of a Development Agreement executed between the City and the owner of the Real Property.

11. Authority

a. The governing body of the City shall have total discretion as to whether economic incentives are to be granted. Such discretion, as herein retained, shall be exercised on a case by case basis by the City Commission of the City of Kingsville. The adoption of these guidelines and criteria by the governing body of the City of Kingsville does not:

- i. Limit the discretion of the governing body to decide whether to enter into a specific economic incentives agreement;
 - ii. Limit the discretion of the governing body to delegate to its employees the authority to determine whether or not the governing body should consider a particular application or request for economic incentives; or,
 - iii. Create any property, contract, or other legal right in any person to have the governing body consider or grant a specific application or request for economic incentives.
- b. The burden to demonstrate that an application for economic incentives should be granted shall be upon the applicant. The City shall have full authority to request any additional information from the applicant that the City deems necessary to assist it in considering such application.

SECTION V. Development Agreement:

1. A Development Agreement may be executed between the owner of Real Property and the City. A Development Agreement shall:
- a. Establish and set forth the Base Year assessed value of the property for which economic incentives are sought.
 - b. Provide that ineligible property as described in Section IV, Subsection 4, hereinabove shall not be subject to a Development Agreement.
 - c. Fully describe and list the kind, number and location of all of the improvements to be made in or on the Real Property.
 - d. Set forth the estimated value of all improvements to be made in or on the Real Property.
 - e. Clearly provide that economic incentives shall be granted only to the extent:
 - i. The City has sufficient resources and labor to complete the project; and,
 - ii. That the Kingsville City Commission approves the application submitted for a Development Agreement.
 - f. Provide for the portion of the total square footage of each single family residential unit to be built, number of dwelling units per multi-family structure,

and/or the number and type of jobs and/or forecasted sales tax increases and forecasted property tax value increases on Property.

- g. Provide for the commencement date and the termination date of the agreement. In no event shall said date exceed a total period of ten years.
- h. Describe the development of and improvements to Real Property including:
 - i. What type of economic assistance for water &/or sewer or street infrastructure is being sought.
 - ii. The nature of the construction, proposed time table of completion, a map or drawings of the improvements above mentioned.
 - iii. The amount of investment.
 - iv. A list containing the kind, number and location of all proposed improvements.
 - v. Any other information required by the City.
- i. Provide a legal description of the Real Property upon which improvements are to be made.
- j. Provide access to and authorize inspection of the Real Property or improvements by employees of the City, which has executed a Development Agreement with owner to insure improvements are made according to the specifications and conditions of the Development Agreement and all relevant codes and ordinances.
- k. Provide for the limitation of the uses of the Real Property or improvements consistent with the general purpose of encouraging development during the period covered by Development Agreement.
- l. Provide for contractual obligations in the event of default by owner, violation of the terms or conditions by owner, recapturing economic assistance provided by the city in the event owner defaults or otherwise fails to make improvements as provided in said Development Agreement, and any other provision as may be required or authorized by State Law.
- m. Contain each term agreed to by the owner of the property.
- n. Provide that the governing body of the City of Kingsville may cancel or modify the agreement if the property owner fails to comply with the agreement. If the completion of the project is delayed due to the fault of the City, then the Agreement Time Limit will be extended by an equivalent amount of time.
- o. Applicant is responsible for the cost and accuracy of all surveying and stakework.
- p. Applicant shall be responsible for any additional cost incurred for additional work due to changes in layout or due to errors in surveying or stakework.

q. Upon approval by the Kingsville City Commission, the City will provide a maximum of 100% of the total labor cost (to be determined by the City Engineer) of the water &/or sewer or street infrastructure in the form of man-power and equipment and/or money. The City shall not perform nor be responsible for excavation work performed in excess of five feet. In the event that the excavation for water and/or sewer exceeds five feet, the City of Kingsville will provide assistance by providing backfill material, hauling, waiving of any landfill tipping fees for backfill material only, and final (finish) grading on all excavated areas, to exclude existing infrastructure such as, but not limited to, curbs, sidewalks, driveways, stormdrains, etc.

r. The city shall not run any water and sewer lines or install any meters or taps on the private property to connect to the structure(s) as a part of the Development Agreement.

s. The city shall not be responsible for any meters fees or tap fees.

t. The tap from the city's main line will be laid in accordance with an exhibit to the application for Development Agreement.

u. Development within the subdivision is not exclusive to one contractor.

v. New phases of existing subdivisions are allowed.

w. Notwithstanding anything contained to the contrary, the Development Agreement shall not be effective unless and until a copy of the agreement, signed by an authorized officer of the applicant/property owner, and the cash bond/performance bond/irrevocable letter of credit, have been filed with the City Secretary.

2. Any notice, as provided for herein, is presumed delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.

SECTION VI. Application:

1. Any owner of taxable property located within the City of Kingsville, which has no liens on the property, may apply for economic incentives by filing an application with the City of Kingsville and by paying an application fee of \$750.00 at the time of filing said application.

2. The application shall consist of a completed application form accompanied by:
a. A general description of the improvements to be undertaken.

- b. A map indicating the approximate location of improvements on the Real Property, together with the location of any or all development located on the Real Property or Facility.
- c. A list of any and all Tangible Personal Property presently existing on the Real Property or located in an existing Facility.
- d. A proposed time schedule for undertaking and completing the proposed improvements.
- e. A statement of the additional value to the Real Property as a result of the proposed improvements.
- f. A statement of the assessed value of the Real Property, for the Base Year.
- g. Information concerning the total square footage and number of new single family residential units, and/or number of multi-family residential units and/or the commercial and retail development and/or the number of new jobs and/or forecasted new sales tax information and also the assumed additional property tax value that will be created as result of the improvements undertaken.
- h. Any other information which the City deems appropriate for evaluating the financial capacity of the applicant and compatibility of the proposed improvements with these guidelines and criteria.
- i. Information that is provided to the City in connection with an application or request for Development Economic Incentives and which describes the specific plans for facilities to be constructed on the property for which economic incentives are sought is confidential and not subject to public disclosure until the Development Agreement is executed. Information in the custody of the City after the agreement is executed is not confidential.

SECTION VII. Recapture:

1. In the event that any type of Development Agreement:
 - a. has been entered into but the owner or applicant fails to undertake or complete such improvements;
 - b. has been entered into and development begins but subsequently discontinues for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of applicant or owner for a period of 90 days during the term of a Development Agreement, or
 - c. has been entered into but the City determines that the applicant or owner is in default of any of the terms or conditions contained in the Development Agreement,

then in such event the Development Agreement shall terminate and all economic assistance shall likewise terminate. The City shall give the applicant or owner sixty (60) days written notice to cure such default. In the event such default is not cured to the satisfaction of the City within the sixty (60) days notice period, then the Development Agreement shall terminate and all economic incentives shall likewise terminate and the City shall be entitled to reimbursement.

The burden shall be upon the applicant or owner to prove to the satisfaction of the City that the discontinuance of development was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the reasonable control of applicant or owner. In the event the applicant or owner meets this burden and the City is satisfied that the discontinuance of the development was the result of events beyond the reasonable control of the applicant or owner, then such applicant or owner shall have a period of sixty days from written notice of the City that an exception was met in which to resume the development. In the event that the applicant or owner fails to resume the development within sixty days, the Development Agreement shall terminate and the City shall be entitled to reimbursement.

2. The date of termination, as that term is used in this document shall, in every instance, be the 60th day after the day the City sends notice of default in the mail to the address shown in the Development Agreement to the Applicant or Owner. Should the default be cured by the owner or applicant within the sixty (60) day notice period, the Owner/Applicant shall be responsible for so advising the City, failing in which, the Development Agreement remains terminated and the economic incentive provided by the City must be reimbursed.
3. The City shall be reimbursed a percentage of the total economic incentives (cash, labor, and equipment), plus a 5% penalty for administrative expenses, within 60 days of the date of termination. The percentage of economic incentives to be reimbursed is based on the total number of undeveloped lots (or in the case of a non-residential project the total percentage of the undeveloped project value) at the time of default divided by the total number of lots (or in the case of a non-residential project the total percentage of the anticipated project value) to have been developed as stated in the Development Agreement, plus an additional 5% penalty for administrative expenses.
4. In the event that a Development Agreement is terminated for any reason what so ever and economic incentives are not paid within the time period herein specified, then in such event, the city may seek recourse by filing suit in a court of competent jurisdiction in Kleberg County, Texas.

5. If the completion of the project is delayed due to the fault of the City, then the Development Agreement Time Limit will be extended by an equivalent amount of time.
6. By way of example as to how a reimbursement calculation should work, see the following:
 - a. Development Agreement states a total amount of economic incentives of \$400,000 (cash, labor and equipment) will be received by developer.
 - b. Development Agreement states 60 lots are to be developed.
 - c. At the time of default, only 30 lots are developed.
 - d. Then 30 divided by 60 equals 50%.
 - e. Add the 5% penalty to the 50% and the sum is 55%.
 - f. Multiply the total economic incentives of \$400,000 by 55% to get the amount to be repaid to the city (\$220,000) within 60 days.

SECTION VIII. Miscellaneous:

1. Any notice required to be given by these criteria or guidelines shall be given in the following manner:
 - a. To the owner or applicant: written notice shall be sent to the address appearing on the Development Agreement.
 - b. To the City: written notice shall be sent to the address appearing on the Development Agreement.
2. Upon the completion of improvements made to any real property as set forth in these criteria and guidelines, a designated employee or employees of the City, having executed a Development Agreement with applicant or owner, shall have access to the real property to insure compliance with the Development Agreement.
3. A Development Agreement may be assigned to a new property owner but only after written consent has been obtained from the City that executed such an agreement with the applicant or owner.
4. These guidelines and criteria are effective upon the date of their adoption by the City Commission of the City of Kingsville and shall remain in force for two years. At the end of the two year period, these guidelines and criteria may be readopted, modified, amended or rewritten as the conditions may warrant.
5. The guidelines and criteria once adopted by the City may be amended or repealed by a vote of three-fourths of the members of the governing body of the City during the term in which these guidelines and criteria are effective.
6. Notwithstanding anything contained to the contrary, the Development Agreement shall not be effective unless and until a copy of the agreement, signed by an

authorized officer of the Applicant, and the cash bond/performance bond or irrevocable letter of credit have been filed with the City Secretary.

7. In the event that the excavation for sewer and/or water exceeds five feet, the City of Kingsville will provide assistance by providing backfill material, hauling, waiving of any landfill tipping fees, and final (finish) grading on all excavated areas, to exclude existing infrastructure such as, but not limited to, curbs, sidewalks, driveways, stormdrains, etc.

AGENDA ITEM #6

RESOLUTION #2013-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND ZARSKY DEVELOPMENT COMPANY, LLC; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the City passed and approved Guidelines and Criteria for Stimulating Economic Development within the City of Kingsville (EDA Guidelines) on January 28, 2013;

Whereas, a need for economic development, especially single-family residential development, exists within the City based on current demand and new job creation and the City desires to increase the amount of new residential single-family units built within the city, thereby increasing the sales tax and ad valorem tax base of the City to the benefit of citizens and other local taxing entities;

Whereas, the City believes the offering of local economic incentives will stimulate new residential single-family development within the city and stimulate economic activity and development within the city;

Whereas, additional single-family residential units will benefit the citizens, expand the tax base, and increase the population by capturing a larger share of the workforce that may be living elsewhere due to lack of adequate local housing stock;

Whereas, the City desires to approve qualifying applications for Economic Development Assistance to stimulate residential and economic development within the city as a local incentive to create additional housing, a higher level of employment, economic activity and stability within the City of Kingsville, which serves a public purpose;

Whereas, the approved EDA Guidelines provide for the administration of a program that provides personnel and services and/or money of the city to promote local economic development and to stimulate business and commercial activity in the city, pursuant to authority found in section 380.001 of the Local Government Code;

Whereas, the City has received an application, pursuant to the EDA Guidelines, from Mark Dizdar on behalf of First Compass Homes ("FCH"), which is now intended for Zarsky Development Company, LLC ("ZDC") for money and personnel and services for infrastructure assistance for a residential subdivision to create 184 new homes each with a minimum square footage living space of **950 or 1,300** square feet within "The Park at Wildwood Trail," 1,400 square feet

within "The Estates at Wildwood Trail," 2,200 square feet within "The Grand at Wildwood Trail" all of which to be known as Wildwood Trail;

Whereas, the City believes providing economic incentives through this agreement with ZDC will further its objectives of stimulating business and commercial activity through the expansion of the housing stock and tax base

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 Economic Development Agreement between the City of Kingsville and Zarsky Development Company, LLC 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
____ 25th day of ____ March _____, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**CITY OF KINGSVILLE
ECONOMIC DEVELOPMENT AGREEMENT
WITH
ZARSKY DEVELOPMENT COMPANY, L.L.C.**

DRAFT

THIS ECONOMIC DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into by and between the City of Kingsville, a municipal corporation situated in Kleberg County, Texas (the "City") and Zarsky Development Company, LLC, a limited liability corporation created and operating in the State of Texas.

Whereas, the City passed and approved Guidelines and Criteria for Stimulating Economic Development within the City of Kingsville (EDA Guidelines) on January 28, 2013;

Whereas, a need for economic development, especially single-family residential development, exists within the City based on current demand and new job creation and the City desires to increase the amount of new residential single-family units built within the city, thereby increasing the sales tax and ad valorem tax base of the City to the benefit of other local taxing entities;

Whereas, the City believes the offering of local economic incentives will stimulate new residential single-family development within the city and stimulate economic activity and development within the city;

Whereas, additional single-family residential units will benefit the citizens, expand the tax base, and increase the population by capturing a larger share of the workforce that may be living elsewhere due to lack of adequate local housing stock;

Whereas, the City desires to approve qualifying applications for Economic Development Assistance to stimulate residential and economic development within the city as a local incentive to create additional housing, a higher level of employment, economic activity and stability within the City of Kingsville;

Whereas, the approved EDA Guidelines provide for the administration of a program that provides personnel and services and/or money of the city to promote local economic development and to stimulate business and commercial activity in the city, pursuant to authority found in section 380.001 of the Local Government Code;

Whereas, the City has received an application, pursuant to the EDA Guidelines, from Mark Dizdar on behalf of First Compass Homes ("FCH"), which is now intended for Zarsky Development Company, LLC ("ZDC") for money and personnel and services for infrastructure assistance for a residential subdivision to create 184 new homes each with a minimum square footage living space of 950 square feet within "The Park at Wildwood Trail," 1,400 square feet within

"The Estates at Wildwood Trail," 2,200 square feet within "The Grand at Wildwood Trail" all of which to be known as Wildwood Trail;

Whereas, the City believes providing economic incentives through this agreement with ZDC will further its objectives of stimulating business and commercial activity through the expansion of the housing stock and tax base.

Therefore, in consideration of the respective representations and agreements herein contained, the parties hereto agree as follows:

1. Authorization. This Agreement is authorized by the Guidelines and Criteria for Stimulating Economic and Residential Development within the City of Kingsville pursuant to authority found in section 380.001 of the Texas Local Government Code. The City of Kingsville has determined that the request for Economic Development Assistance presented by ZDC conforms with the criteria established in the EDA Guidelines.

2. Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

A. "Certified Appraised Value" means the appraised value, for property tax purposes as certified by the Kleberg County Appraisal District.

B. "Economic Incentives" means the total labor and equipment cost (as determined by the City Engineer) of infrastructure (water and/or sewer or street) in the form of man-power and equipment and money for infrastructure (water &/or sewer or street) that are to be located on real property within the city limits of the City of Kingsville, Texas for single family residential development purposes as designated in the EDA Guidelines.

C. "Improvements" means the one-hundred eighty-four (184) single family residential houses each with a minimum square footage of living space of ~~950~~ square feet within "The Park at Wildwood Trail," 1,400 square feet within "The Estates at Wildwood Trail," 2,200 square feet within "The Grand at Wildwood Trail" and road construction and reconstruction which are all to be done by ZDC in Wildwood Trail Phases I, II, III & IIII, Kingsville, Texas.

3. Administration Agreement. This Agreement shall be administered by the Kingsville City Manager or his designee.

4. Term. Unless terminated earlier as provided elsewhere herein, this Agreement shall be effective after approval by the Kingsville City Commission and executed by both parties and shall run for a term not to exceed five (5) years from the date the last party signs this Agreement and provided the terms of the EDA Guidelines and the Agreement have been met, unless any extensions of up to five (5) additional years are granted by the City (not to exceed a total term of

10 consecutive years). If the completion of the project is delayed due to the fault of the City, then the Agreement term limit will be extended by an equivalent amount of time as the city-caused delay. This Agreement is subject to early termination as per Section VII – Recapture of the EDA Guidelines.

5. Economic Incentive. The City of Kingsville and ZDC agree and acknowledge that this Agreement shall provide for economic incentives, under the conditions set forth herein. For the duration of this agreement, the City will provide assistance with infrastructure improvements and up to \$820,750 in economic incentives [through a combination of cash (\$300,000) and reimbursements of money (no more than \$520,750) equal to the M&O portion of the ad valorem city tax paid on real property covered by this agreement (said combination of cash and monetary incentives never to exceed \$820,750)].

5.1 The City will pay ZDC \$300,000 upon verification of final plat recordation and full financing of the development.

5.2 The reimbursement monetary incentives will be disbursed once each year on March 1st for the term of the agreement with payments to be equal to the amount no greater than the generated M&O portion of city paid ad valorem taxes provided by the new homes constructed within the development area.

5.2.1 Reimbursement monetary incentives may also include up to an additional \$620,750 in economic incentives over time that is to be provided by Kleberg County, to be disbursed in the same manner as per the City's reimbursement monetary incentives, for infrastructure assistance pursuant to the City's Agreement with the County for economic development assistance.

5.3 The City will provide labor and equipment for the final overlay of streets in Phases I, II, III & IV of Wildwood Trails subdivision subject to certain conditions noted below.

5.4 All of the afore-mentioned economic incentives are subject to certain conditions. The conditions are that:

(1) ZDC will pay for compaction and core sample testing of the roads in Phase I, II, III & IV and ZDC will provide all of the materials needed for infrastructure assistance,

(2) The City Engineer will determine the location for all of the road testing done in Wildwood Trail Phases I, II, III & IV,

(3) The City Engineer will be provided a copy of the core sample testing and compaction testing results,

(4) The City Engineer must be satisfied that the subgrade and base meet the City's road construction standards before the any final overlay is placed on the roads in Phases I, II, III & IV,

(5) Caliche base is allowed ONLY IF a geotechnical engineering report states the acceptable specifications for use of a caliche base, instead of the preferred limestone base, and those specifications are followed,

(6) If the geotechnical report does not allow for a caliche base, or if the report does allow for a caliche base but the specifications are not followed, then in either case a limestone base will be used for roadways in the subdivision,

(7) A homeowners association must be created to carry out the codes, covenants, and restrictions throughout the subdivision, which must include but

not be limited to maintenance of the common areas, boulevard landscape/trees, and the detention pond. ZDC shall be responsible for carrying out the codes, covenants, and restrictions until the homeowners association is established and is the owner of record of the common areas and detention pond. Codes, covenants, and restrictions shall be submitted to the City for review and approval prior to application for final plat and/or recording of the plat,

(8) City will assume responsibility for the water cost for drip irrigation in the medians of the main boulevard of the subdivision until homeowner occupancy reaches 60% of the 184 lots or until December 31, 2018, whichever comes first, at which time the homeowners association shall assume responsibility for said water costs, maintenance of the boulevard landscape/trees,

(9) City will look into possible methods of ensuring conformance with maintenance of the common areas that are to be addressed in the codes, covenants, and restrictions in the event the homeowners association fails to perform them, AND

(10) Should Kleberg County decide not to participate in any economic incentives with ZDC for the Wildwood Trail subdivision, then the City will also not provide any incentives for the project.

6. Improvements. ZDC agrees to construct approximately one-hundred eighty-four (184) single family houses each with a minimum square footage of living space of ~~950~~ square feet within "The Park at Wildwood Trail," 1,400 square feet within "The Estates at Wildwood Trail," 2,200 square feet within "The Grand at Wildwood Trail" Wildwood Trail off of Carlos Truan Blvd. in Kingsville, Texas during the term of this Agreement. The base year assessed value of the property for which economic incentives are sought is the valuation determined by the Kleberg County Appraisal District as of January 1, 2013. The improvements to be made are set out more fully in the Application for economic incentives.

7. Representations.

A. ZDC represents and agrees that (i) it will have a taxable interest with respect to real property where the Improvements are to be made; and (ii) it will develop one-hundred eighty-four (184) single family residential homes each with a minimum square footage of living space of ~~950~~ square feet within "The Park at Wildwood Trail," 1,400 square feet within "The Estates at Wildwood Trail," 2,200 square feet within "The Grand at Wildwood Trail" during the term of this Agreement.

B. The City represents that (i) the EDA Guidelines have been created pursuant to authority in Chapter 380 of the Texas Local Government Code; and (ii) that the property where the Improvements are to be located is within the corporate limits of the City.

C. ZDC and the City each represent that no interest in Improvements is held or subleased by a member of the Kingsville City Commission or any employee or official of the City.

D. ZDC represents that all work to be done shall comply with all existing City of Kingsville codes and ordinances, and in compliance with state and federal laws.

E. ZDC represents that the appropriate permits and plans will be obtained prior to the beginning of any work.

F. Ineligible property as described in Section IV, Subsection 4 of the EDA Guidelines is not subject to this Agreement.

G. The City will provide economic incentives to the extent it has sufficient resources to complete the project and approves ZDC's application cash/performance bond/irrevocable letter of credit for the \$300,000 monetary incentive and the monetary equivalent of the labor and equipment for the final overlay of streets to be provided under this Agreement.

H. The estimated value of all the Improvements to be made is as per ZDC's Application.

I. ZDC will be responsible for the cost and accuracy of all surveying and stakework. ZDC will be responsible for any additional cost incurred for additional work due to changes in layout or due to errors in surveying or stakework. ZDC will be responsible for all materials needed for the Improvements.

8. Access To and Inspection of Property by City Employees. ZDC shall allow the City's employees access to the Improvements for the purpose of inspecting any Improvements erected to ensure that such Improvements are completed and maintained in accordance with the specifications and conditions of this Agreement and to ensure that all terms and conditions of this Agreement are being met. Such inspections may be made with one (1) or more representatives of ZDC in accordance with all applicable safety standards.

9. Default.

A. The City Manager may declare a default hereunder if ZDC (i) violates any of the terms or conditions of this Agreement or the EDA guidelines, including but not limited to Section XII - Recapture; or (ii) allows any ad valorem taxes owed to the City to become delinquent and fails to timely and properly follow the legal procedures for their protest and contest. If the City Manager declares a default of this Agreement, this Agreement shall terminate as provided in Section VII – Recapture of the EDA Guidelines and the City in such event,

shall be entitled to recapture any economic incentives provided in this Agreement as per Section VII of the EDA Guidelines.

B. The City Manager shall notify ZDC of any default in writing in the manner prescribed in Section VII – Recapture of the EDA Guidelines.

C. The city and county shall be reimbursed from the cash bond/performance bond/or Irrevocable Letter of Credit, and through any other means as necessary, as set out in Section VII of the EDA Guidelines.

10. Compliance with State and Local Regulations. Nothing in this Agreement shall be constructed to alter or affect the obligations of ZDC to comply with any ordinance, rule, or regulation of the City or laws of the State of Texas.

11. Assignment of Agreement. This Agreement may be assigned only with the approval by resolution of the Kingsville City Commission, subject to the financial capacity of the assignee and provided that all conditions and obligations in this Agreement are guaranteed by the execution of a new Agreement with the City. No assignment shall be approved if the parties to this Agreement or the new owner are liable to any jurisdiction for outstanding taxes or other obligations. The Kingsville City Commission shall not unreasonably withhold approval of an assignment.

12. Notice. All notices shall be in writing and mailed by certified or registered mail. Any notice of communications shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be mailed to the following addresses:

To the Owner: Phillip Steffy
Zarsky Development Company, LLC
700 S. Bicentennial.
McAllen, TX 78501

To the City: City of Kingsville
C/O City Manager Vincent J. Capell
P.O. Box 1458
Kingsville, TX 78364

Any party may designate a different address by giving the other party ten (10) days written notice in the manner prescribed above.

13. Entire Agreement. This Agreement along with any design standards attached hereto, the EDA Guidelines, the cash bond/performance bond/irrevocable letter of credit, the application submitted by ZDC, along with any Subdivision Improvement Agreements and associated cash bond/performance

bond/irrevocable letter of credit (for the \$300,000 monetary incentive and the monetary equivalent of the labor and equipment for the final overlay of streets) that have been or may be entered into for the land covered by this agreement, contain the entire agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the City of Kingsville as authorized by the City Commission on the _____ day of _____, 2013; by Phillip Steffy on behalf Zarsky Development Company, LLC on the _____ day of _____, 2013 and effective upon the execution of both parties hereto.

CITY OF KINGSVILLE
COMPANY, LLC

ZARSKY DEVELOPMENT


By: _____
Name: Vincent J. Capell
Title: City Manager

By: _____
Name: Phillip Steffy
Title: Vice President

City of Kingsville
Proposed/Possible Expenditure of Additional FY 2012 Budget Savings
3/25/13

Additional Budget Savings from FY2012	\$600,000
(1) Agenda Items No. 15 & 16 at 2/25/13 Commission Meeting– Equipment for Community Appearance Division of the Planning and Development Services Dept. (Approved)	<u>(42,480)</u>
Amount Remaining 2/25/13	\$557,520
(2) Agenda Items No. 9 & 10 at 3/25/13 Commission Meeting – Trees on West Santa Gertrudis Median (Pending)	(40,623)
(3) Agenda Items No. 12 & 13 at 3/25/13 Commission Meeting – Dumpster Enclosures	<u>(70,124)</u>
Amount Remaining 3/25/13	\$446,773
Other Expenditures to be Considered at a Future Date:	
(4) Economic Development (Cash Portion) Incentive to Zarsky Development Company, LLC for Wildwood Trails Subdivision	(300,000)
(5) City Streets Projects (not specifically identified)	<u>(146,773)</u>
Amount Remaining	\$0

MEMORANDUM

TO: Mayor Sam Fugate and City Commissioners
FROM: Vince Capell, City Manager 
DATE: February 20, 2013
SUBJECT: Additional Budget Savings from FY2012 – February 25, 2013 Regular
Commission Meeting, Agenda Items 14 and 15

As the Fiscal Year 2012 (ending September 30, 2012) annual audit comes to a close, Finance Director Mark Rushing is able to provide more specific year-end financial results for that year. Barring any unforeseen audit adjustments, Mr. Rushing's analysis reveals that the City will have an additional \$600,000 in FY2012 budgetary savings above that which has already been anticipated and included in the FY2013 annual budget. This additional \$600,000 is also over and above the minimum fund balances recommended for unexpected emergencies and events.

I have asked staff to seek Commission approval (see February 25, 2013 Commission agenda items No. 14 and 15) that would expend \$22,694 of this \$600,000 FY2012 surplus on new and replacement equipment for the Community Appearance Division of the Planning and Development Services Department.

On March 11, 2013 I anticipate that staff will bring forward two additional expenditure items (exact costs not known, but total will probably be in the range of \$100,000 to \$120,000 for the following: (1) to complete the dumpster enclosure program and (2) to install tree plantings in the median along W. Santa Gertrudis Street from 141 Hwy. east to where the median ends at TAMUK. These two expenditure proposals are a significant component of the City's beautification efforts.

Limiting these proposed initial expenditures to \$150,000 when the total available ~~is~~ expected is equal \$600,000 does not represent a significant financial risk to the City given the limited possibility that there will be a final audit adjustment of equal magnitude.

Aside from two recent instances of property owners painting or affixing signs to the City's dumpster enclosures and another instance in which a driver completely ran through and demolished an enclosure, the program is working well and the enclosures are being well maintained. Of these three enclosure instances, the demolished enclosure was reconstructed using proceeds from the driver's insurance company. The property owner that affixed the metal sign to the enclosure has since removed the sign leaving the painted enclosure at Corral and

Armstrong as the sole remaining example of altered enclosures from among a total of fifty enclosures that were initially constructed.

These recent enclosure alterations prompted staff to send written notification to all dumpster customers informing them that the enclosures remain the city's property and are not to be defaced or altered in any way. Also, as new dumpster customers come on board, staff is asking them to sign a statement acknowledging that they are to refrain from making any alterations to the enclosures.

The remaining \$450,000 (~~\$650,000~~ - \$150,000 (est.)) of FY2012 budget surplus should probably be left mostly untouched until after the auditors have completed the audit for FY2012. Having said that, I would like to offer up the following possibilities for Commission's consideration as to how some or all of the remaining \$450,000 might be expended. \$200,000 of this amount could be used for the up-front economic development cash incentive to Wildwood Trails housing development with the remaining \$250,000 going to City streets. Obviously, these are only suggestions to be discussed alongside other proposals the City Commission might want to consider.

AGENDA ITEM #7

RESOLUTION #2013-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR MUNICIPAL COURT FINES & FEES COLLECTION SERVICES BETWEEN CITY OF KINGSVILLE AND LINEBARGER GOGGAN BLAIR & SAMPSON, LLP; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have an outside firm assist with Municipal Court fine and fees collections and went out for RFP #13-07 for such collection services;

WHEREAS, the City Commission authorized staff on March 11, 2013 to negotiate a contract for these services with Linebarger Goggan Blair & Sampson, LLC ("Linebarger");

WHEREAS, the City and Linebarger have worked to prepare a Contract for Fines & Fees Collection Services for Municipal Court.

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 a Contract for Fines & Fees Collection Services between the City of Kingsville and with Linebarger Goggan Blair & Sampson, LLC. for Municipal Court collection services 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 _____ 25th day of March, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Contract for Fines and Fees Collection Services

STATE OF TEXAS

COUNTY OF KLEBERG

THIS CONTRACT (hereinafter "AGREEMENT") is made and entered into by and between CITY OF KINGSVILLE, acting herein by and through its governing body, hereinafter styled "CLIENT", and Linebarger Goggan Blair & Sampson, LLP, hereinafter styled "FIRM".

Article I

Nature of Relationship and Authority for Contract

1.01 The parties hereto acknowledge that this AGREEMENT creates an attorney-client relationship between CLIENT and FIRM.

1.02 The CLIENT hereby employs the FIRM to provide the services hereinafter described for compensation hereinafter provided.

1.03 This AGREEMENT is entered into pursuant to and as authorized by Subsection (a) of ART. 103.0031, Texas Code of Criminal Procedure.

Article 2

Scope of Services

2.01 CLIENT agrees to employ and does hereby employ FIRM to provide specific legal services provided herein and enforce the collection of delinquent court fees and fines that are subject to this AGREEMENT, pursuant to the terms and conditions described herein. Such legal services shall include but not be limited to recommendations and legal advice to CLIENT to take legal enforcement action; representing CLIENT in any dispute or legal challenge over authority to collect such court fees and fines; defending CLIENT in litigation or challenges of its collection authority; and representing CLIENT in collection interests in bankruptcy matters as determined by FIRM and CLIENT. This AGREEMENT supersedes all prior oral and written agreements between the parties regarding court fees and fines, and can only be amended if done so in writing and signed by all parties. Furthermore, this contract cannot be transferred or assigned by either party without the written consent of all parties.

2.02 The CLIENT may from time-to-time specify in writing additional actions that should be taken by the FIRM in connection with the collection of the fines and fees that are subject to this AGREEMENT. CLIENT further constitutes and appoints the FIRM as CLIENT's attorneys to sign all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to pursue collection of the CLIENT's claims.

2.03 Fines and fees that are subject to this AGREEMENT are those that are more than sixty (60) days past due as of the effective date hereof and those that become more than sixty (60) days past due during the term hereof. As used in this section, "more than 60 days past due" has that meaning assigned by Subsection (f) of Art. 103.0031, Texas Code of Criminal Procedure [as amended by Senate Bill 782, 78th Legislature (2003), effective June 18, 2003]. The meaning assigned to the phrase "more than 60 days past due" shall, for the term and purposes of this AGREEMENT, survive any future amendments to, or repeal of, Article 103.0031, Texas Code of Criminal Procedure, or any parts thereof.

2.04 The CLIENT agrees to provide to the FIRM data regarding any fines and fees that are subject to this AGREEMENT. The data shall be provided by electronic medium in a file format specified by the FIRM. The CLIENT and the FIRM may from time-to-time agree in writing to modify this format. The CLIENT shall provide the data to the FIRM not less frequently than monthly.

2.05 The FIRM, in all communications seeking the collection of fines and fees, shall direct all payments directly to the CLIENT at an address designated by the CLIENT. If any fines and fees are paid to the FIRM, said payments shall be expeditiously turned over to the CLIENT.

Article 3

Compensation

3.01 The CLIENT agrees to pay the FIRM as compensation for the services required hereunder thirty (30%) percent of the total amount of all the fines and fees [exclusive of any collection fee assessed by the CLIENT pursuant to Subsection (b) of Article 103.0031, Texas Code of Criminal Procedure] subject to the terms of this AGREEMENT as set forth in Section 2.03 above that are collected by the CLIENT during the term of this AGREEMENT. All compensation shall become the property of the FIRM at the time payment of the fines and fees is made to the CLIENT.

3.02 The CLIENT shall pay the FIRM by the twentieth day of each month all compensation earned by the FIRM for the previous month as provided in this Article 3. The CLIENT shall provide an accounting showing all collections for the previous month with the remittance.

Article 4

Intellectual Property Rights

4.01 The CLIENT recognizes and acknowledges that the FIRM owns all right, title and interest in certain proprietary software that the FIRM may utilize in conjunction with performing the services provided in this AGREEMENT. The CLIENT agrees and hereby grants to the FIRM the right to use and incorporate any information provided by the CLIENT ("CLIENT Information") to update the databases in this proprietary software, and, notwithstanding that CLIENT Information has been or shall be used to update the

databases in this proprietary software, further stipulates and agrees that the CLIENT shall have no rights or ownership whatsoever in and to the software or the data contained therein, except that the CLIENT shall be entitled to obtain a copy of such data that directly relates to the CLIENT's accounts at any time.

4.02 The FIRM agrees that it will not share or disclose any specific confidential CLIENT Information with any other company, individual, organization or agency, without the prior written consent of the CLIENT, except as may be required by law or where such information is otherwise publicly available. It is agreed that the FIRM shall have the right to use CLIENT Information for internal analysis, improving the proprietary software and database, and generating aggregate data and statistics that may inherently contain CLIENT Information. These aggregate statistics are owned solely by the FIRM and will generally be used internally, but may be shared with the FIRM's affiliates, partners or other third parties for purposes of improving the FIRM's software and services. —

Article 5

Costs

5.01 The FIRM and CLIENT recognize that certain costs may be incurred in the process of providing any additional services contemplated in Section 2.02 above or in providing any special litigation services. The CLIENT agrees that all such costs shall be billed to the CLIENT, but that the FIRM will either (i) advance such costs on behalf of the CLIENT or, (ii) when possible, arrange with the vendor or agency providing the service that the costs of services will not be paid unless and until such costs are recovered by the CLIENT from the debtor.

5.02 The CLIENT acknowledges that the FIRM may provide such services with its own employees or with other entities or individuals who may be affiliated with the FIRM, but the FIRM agrees that any charges for such services will be reasonable and consistent with what the same services would cost if obtained from a third party.

5.03 The CLIENT agrees that upon the recovery of such costs, the CLIENT will (i) pay the FIRM for any such costs that have been advanced by the FIRM or performed by the FIRM and (ii) pay any third party agency or vendor owed for performing such services.

Article 6

Term and Termination

6.01 This AGREEMENT shall be effective April 1, 2013 (the "Effective Date") and shall expire on April 1, 2016 (the "Expiration Date") unless extended as hereinafter provided.

6.02 Unless prior to sixty (60) days before the Expiration Date, the CLIENT or the FIRM notifies the other in writing that it does not wish to continue this AGREEMENT beyond its initial term, this AGREEMENT shall be automatically extended for an additional one year period without the necessity of any further action by either party. In the absence of any such sixty (60) day notice by either the CLIENT or the FIRM, the AGREEMENT

shall continue to automatically renew for additional and successive one-year terms in the same manner at the end of each renewal period.

6.03 If, at any time during the initial term of this AGREEMENT or any extension hereof, the CLIENT determines that the FIRM's performance under this AGREEMENT is unsatisfactory, the CLIENT shall notify the FIRM in writing of the CLIENT's determination. The notice from the CLIENT shall specify the particular deficiencies that the CLIENT has observed in the FIRM's performance. The FIRM shall have sixty (60) days from the date of the notice to cure any such deficiencies. If, at the conclusion of that sixty (60) day remedial period, the CLIENT remains unsatisfied with the FIRM's performance, the CLIENT may terminate this AGREEMENT effective upon the expiration of thirty (30) days following the date of written notice to the FIRM of such termination ("Termination Date").

6.04 Whether this AGREEMENT expires or is terminated, the FIRM shall be entitled to continue to collect any items and to pursue collection of any claims that were referred to and placed with the FIRM by the CLIENT prior to the Termination Date or Expiration Date for an additional ninety (90) days following termination or expiration. The CLIENT agrees that the FIRM shall be compensated as provided by Article 3 for any such item or pending matters during the ninety (90) day period.

6.05 The CLIENT agrees that the FIRM shall be reimbursed for any costs advanced and shall be paid for any services performed pursuant to Article 5 when such costs are recovered by or on behalf of the CLIENT, regardless of the date recovered. It is expressly agreed that neither the expiration nor the termination of this AGREEMENT constitutes a waiver by the FIRM of its entitlement to be reimbursed for such costs and to be paid for such services. It is further expressly agreed that the expiration of any ninety (90) day period under Section 6.04 does not constitute any such waiver by the FIRM.

Article 7

Miscellaneous

7.01 Subcontracting. The FIRM may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the FIRM will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible to pay any compensation due to any such co-counsel or subcontractor.

7.02 Arbitration. Any controversy between the parties to this AGREEMENT involving the construction or application of any of the terms, covenants, or conditions of this AGREEMENT shall, on the written request of one party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the Texas General Arbitration Act.

7.03 Integration. This AGREEMENT contains the entire AGREEMENT between the parties hereto and may only be modified in a written amendment, executed by both parties.

7.04 Representation of Other Governmental Entities. The CLIENT acknowledges and consents to the representation by the FIRM of other governmental entities that may be seeking the payment of fines and fees or other claims from the same person(s) as the CLIENT.

7.05 Notices. For purposes of sending any notice under the terms of this contract, all notices from CLIENT shall be sent to FIRM by certified United States mail, or delivered by hand or by courier, and addressed as follows:

Linebarger Goggan Blair & Sampson, LLP
Attention: Director of Client Services
P.O. Box 17428
Austin, Texas 78760-7428

All notices from the FIRM to the CLIENT shall be sent to CLIENT by certified United States mail, or delivered by hand or by courier, and addressed as follows:

City of Kingsville
ATTN: City Secretary
P.O. Box 1458
Kingsville, Texas 78364

EXECUTED ON the _____ day of _____, 2013.

City of Kingsville

By: _____
Sam Fugate
Mayor

Linebarger Goggan Blair & Sampson, LLP

By: _____
Paul Daniel Chapa
Partner



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE: March 15, 2013
TO: City Commission through City Manager
FROM: David Mason, Purchasing/IT Director
SUBJECT RFP 13-07 Municipal Court Collection Services

SUMMARY

This item will approve the contract for municipal court collections with Linebarger Goggan Blair & Sampson, LLP.

BACKGROUND

Approval was given to negotiate the contract at the March 11, 2013. The only difference in the contract is the effective date, which will be April 1, 2013.

RECOMMENDATION

It is recommended the contract be approved.

Approved

Vincent Capell, City Manager

AGENDA ITEM #8

RESOLUTION #2013-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PRE-EVENT CONTRACT FOR DISASTER RECOVERY SERVICES BETWEEN THE CITY OF KINGSVILLE AND ASHBRIIT, INC. FOR EMERGENCY DEBRIS REMOVAL SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have an outside firm assist with emergency debris removal and went out for RFP #13-05 for such services;

WHEREAS, the City Commission authorized staff on February 11, 2013 to negotiate a contract for these services with AshBritt, Inc.;

WHEREAS, the City and AshBritt have worked to prepare a Contract for Emergency Debris Removal Services as requested.

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 a Pre-Event Contract for Disaster Recovery Services between the City of Kingsville, Texas and with AshBritt, Inc. for emergency debris removal services 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 _____ 25th day of March, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Purchasing Department

361-595-8025
361-595-8035 Fax

DATE: March 18, 2013
TO: City Commission through City Manager
FROM: David Mason, Purchasing Director
SUBJECT: Emergency Debris Management Services

SUMMARY

This item authorizes the City to enter into a contract for Emergency Debris Removal Services with AshBritt, Inc. Approval to negotiate the final contract was given to staff at the February 11, 2013 City Commission Meeting.

FINANCIAL IMPACT

None at this time. This item authorizes entering into a contingency contract that will be activated ONLY in the face of an emergency. As such, no compensation will accrue to the contractor unless and until the contract is activated either in anticipation of a natural disaster or immediately after such disaster.

RECOMMENDATION

It is recommended that approval of the contract be granted.

Approved:

Vincent Capell
City Manager

Pre-Event Contract for Disaster Recovery Services

THIS PRE-EVENT CONTRACT FOR DISASTER RECOVERY SERVICES ("Contract") is entered into and effective as of this ____ day of _____, 2013 ("Effective Date"), by and between **AshBritt, Inc.**, a Florida corporation, whose address is 565 E. Hillsboro Boulevard, Deerfield Beach, Florida 33441 (hereinafter referred to as "**Contractor**") and **the City of Kingsville**, a political subdivision and municipal corporation of the State of Texas, whose address is 200 E. Kleberg Ave., Kingsville, Texas 78363 (hereinafter referred to as "**City**").

RECITALS

WHEREAS, it is foreseen that it is in the public interest to provide for the expedient removal and disposal of storm and other disaster related debris within the corporate limits of the **City** and to provide disaster recovery technical assistance to the appointed and elected officials of the **City** resulting from a future natural or manmade disaster; and

WHEREAS, the **City** has in the past suffered the full force and effect of major storms and the resulting destruction brought upon the **City** by such storms or manmade events; and

WHEREAS, the public health and safety of all the **City's** citizens will be at serious risk in the event of a storm or other disaster; and

WHEREAS, the immediate clean-up and economic recovery of the **City** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime disaster response contractors may be severely limited in the event of a storm or other disaster; and

WHEREAS, **Contractor** has the experience, equipment, manpower, resources, permits and licenses to perform all storm or disaster related debris removal, remediation and disposal services; and recovery services; and

WHEREAS, the **City** and the **Contractor** have agreed to the scope of services, pricing schedule, terms, conditions and technical specifications as fully set out in this Contract; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration for the mutual covenants and agreements hereinafter set forth, **Contractor** and **City** agree as follows:

1.0 SERVICES

1.1 Scope of Contracted Services:

The recitals above are true and correct and are incorporated herein by reference. The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated or other disaster related debris (hereinafter referred to as "Debris")*, including hazardous and industrial waste materials, and within the time specified in Section 3.3 of this Contract. Emergency Debris push, Debris removal and disposal, demolition of structures and hazard mitigation actions shall be limited to:

- 1) That which is necessary and determined to eliminate immediate threats to life, public health, and safety;
- 2) That which has been determined to eliminate immediate threats of significant additional damage to improved public or private property; and
- 3) That which is considered essential to ensure the economic recovery of the affected areas of the City to the benefit of the **City** at large.

Contractor shall provide for the cost-effective and efficient removal and lawful disposal of Debris accumulated on all public properties, streets, roads, other rights-of-way, public school properties, and any other locally owned facility or site as may be directed by the **City**. Contracted services will only be performed after the delivery to the **Contractor** of an Approved Work Authorization and a Notice-to-Proceed by the **City**. The **Contractor** shall load and haul the debris from within the legal boundaries of the **City** to a site(s) specified by the **City** as set out in Section 4.8 of this Contract.

1.2 Emergency Push / Road Clearance:

The **Contractor** shall accomplish the cutting, tossing, stacking and/or pushing of Debris from the primary transportation routes including hazardous hanging limbs and/or hazardous leaning trees as identified by and directed by the **City** or the Government's applicable representatives (the "Monitoring Team"). This operational aspect of the scope of contracted services shall be for the first 70 hours (plus or minus) after a disaster event and issuance of the **City's** Notice-to-Proceed, unless extended by the **City in accordance with FEMA Regulation 325**. Once this Debris push task is accomplished, the following additional tasks will begin as requested by the **City**.

1.3 Right-of-Way (ROW) Removal:

The **Contractor** shall mechanically remove, load and/or haul all Debris from the local ROW when directed to do so by the **City**. The Debris shall be delivered to a City designated Temporary Debris Storage and Reduction Site (TDSRS) for processing. The **Contractor** shall use reasonable care to prevent damage to **City** or private property not already damaged by the disaster event in the process of ROW Debris removal. The **Contractor** shall only be liable for any damage caused by its negligence or intentional wrongdoing.

1.4 Right-of-Entry (ROE) Removal *(if implemented)*:

The **Contractor** will remove ROE Debris from private property with due diligence, as directed by the **City** or the Monitoring Team. The **Contractor** agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.) The **Contractor** will exercise reasonable care when working around public utilities (i.e., gas, water, electric, sewer, etc.). Every effort will be made by the **City** to mark these utilities. **Contractor** does not warrant that utility damages will not occur as a result of conducting the services provided under this Contract and shall be liable only for those damages caused by its negligence or intentional wrongdoing.

1.5 Demolition of Structures *(if implemented)*:

The **Contractor** will demolish any unsafe structures designated for removal only at the direction of the **City** or the Monitoring Team. The **Contractor** agrees to demolish and remove in a timely manner all unsafe structures as determined and directed by the **City** as set out in Section 1.1 of this Contract

1.6 Private Property Waivers:

The **City** will secure all necessary permissions, waivers and right-of-entry agreements from property owners for the removal of Debris and/or demolition of structures from private residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Management of TDSRS:

The **Contractor** shall operate and manage all TDSRS as the **City** may require and authorize. In doing so, the **Contractor** will perform all of the following actions and services:

- A. Prepare a layout plan for each TDSRS;
- B. Provide the **City** with a pre-use condition report of the TDSRS, to include soil test, photos and other evidence of prior use and conditions;
- C. Provide site security, traffic control, fire safety, tower construction and any environmental safe guard requirements in compliance with applicable law;
- D. Process all Debris as directed by the **City**, to include grinding, incineration, and/or compaction with as much separation as may be practical;
- E. Separate white goods for specialized disposal as directed by the **City**; and
- F. Restore any TDSRS to as near pre-storm conditions as possible using the pre-use condition report as a basis.

1.7 Disaster Recovery Technical Assistance:

The **Contractor** will provide, upon request of the **City**, Disaster Recovery Technical Assistance to elected and appointed officials within the **City**. This service shall include reasonable support guidance on all aspects of the recovery process. Emphasis will be on Debris management and disaster grants. The **Contractor** will provide compliance and documentation support through the use of experienced specialists. These specialists will be supervised by a senior **Contractor** team member with the

goal of assisting the **City** to receive the maximum reimbursement available from external sources.

1.8 Other Disaster Services:

The **City** may require, request and direct the **Contractor** to supply and/or perform other/additional services not set out in Section 1.0 of this Contract, provided reasonably related to the disaster recovery and remediation. The scope of these additional tasks, and the compensation to be paid therefore, including reasonable **Contractor** profit, as agreed by the parties, shall be conveyed in writing to the **Contractor** and any such writing shall become an amendment to this Contract upon approval and execution by the parties.

1.8.1 Additional Support Services:

The **Contractor** can/will provide *Additional Support Services* as requested by the **City**. The **Contractor** maintains an inventory of professional storm and disaster recovery service providers, which include but are not limited to: emergency power and generators, potable water, emergency ice, feeding facilities, disaster worker support (housing, laundry, and security), waterway clearing, preservation of historical sites, vessel recovery, hazardous waste remediation, and bio-terrorism remediation. In the event the **City** requests the **Contractor** to provide *Additional Support Services*, the **Contractor** will deliver immediately a price or cost for each service requested for consideration and negotiation

The multiple variables attending such services (i.e., timing, distance, units required, duration of service, etc.), makes the listing or pricing of each such *Additional Support Services* as an attachment to this Contract impractical. **Contractor** will provide such services at the lowest possible unit, hourly or lump sum price possible with a reasonable profit to **Contractor**. The provision of any such *Additional Support Services* shall be set forth in writing and signed by the parties, and shall become an amendment to this Contract.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The **Contractor** agrees to perform the contracted services described in Section 1.0 in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Services, equipment and workmanship not conforming to this Contract and all applicable laws may be rejected. Replacement, repair and/or rework, as may be required, will be accomplished at no additional cost to the **City**.

2.2 Cost of Services:

The **Contractor** shall bear the costs of performing all contracted services hereunder, as directed by the **City**, including but not limited to that which is set out in Section 1.0. Such costs include applicable permits and license fees as well as all maintenance

costs required to maintain its vehicles and other operating equipment in a condition adequate to accomplish the contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The **Contractor** may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the **Contractor** is responsible for the acts and omissions of its employees. The **Contractor** shall ensure that all its subcontracts have and carry the same major provisions as this Contract and that the work of its subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **City**. The **Contractor** shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **City**.

2.3.2 Indemnification:

The **Contractor** agrees to indemnify, hold harmless and defend the **City** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) arising out of any negligent or intentional act or omission of the **Contractor**, its agents, subcontractors or employees in the performance of this Contract and the contracted services required hereunder. **Contractor** shall not be liable to indemnify the **City** from any claim arising out of the **City's** breach of this Contract or negligent or intentional act or omission. If any claim or demand is made against the **City** for any matter indemnified herein, **City** shall give notice thereof to the **Contractor** within seven (7) days, and **Contractor** shall assume the defense of such claim through counsel reasonably acceptable to the **City**. As separate consideration for this indemnification, defense and hold harmless obligation provided by **Contractor** hereunder, the parties acknowledge and agree that the first one hundred dollars (\$100.00) of the Contract sum to be paid to **Contractor** is paid as separate consideration for these indemnification obligations of **Contractor**.

2.3.3 Insurance(s):

The **Contractor** agrees to keep the insurance specified below in full force and effect during the term of this Contract. Except for workers' compensation, the **Contractor** must also name the **City** as an additional insured while working within the boundaries of the **City**.

2.3.4 Worker's Compensation:

This coverage is required if the **Contractor** employs individuals on either a full or part-time basis to perform the contracted services.

- ◆ Coverage A Statutory State Requirements
- ◆ Coverage B \$1,000,000

2.3.5 Automobile Liability:

Bodily Injury \$1,000,000 each person
 \$1,000,000 each accident
Property Damage \$1,000,000 each accident

2.3.6 Comprehensive General Liability:

Bodily Injury \$1,000,000 each person
 \$2,000,000 aggregate
Property Damage \$1,000,000 each accident
 \$2,000,000 aggregate

2.3.7 Insurance Cancellation / Renewal:

The **Contractor** will notify the **City** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **City** at least ten (10) days following coverage renewals or changes.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The **Contractor** shall have a knowledgeable and responsible Manager/Supervisor report to the **City's** designated Contract Representative within twenty-four (24) hours following delivery of a Notice-to-Proceed by the **City**. The **Contractor's** Manager/Supervisor shall have the authority to implement all actions and commitments required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Manager/Supervisor, he/she will make all necessary arrangements to mobilize sufficient resources to begin work within 48 hours. The balance of the maximum required resources will be mobilized as needed to support the most efficient workforce augmentation as possible.

3.3 Time to Complete:

The **Contractor** shall complete all directed work as set out in Section 1.0 of this Contract within 180 working days from delivery of the Notice to Proceed and in accordance with Section 5.8 of this Contract, unless extended by the **City**.

3.4 Completion of Work:

The **Contractor** shall be responsible for removal of all Debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

3.5 Extensions :

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **City** or force majeure events, then the time to complete specified in Section 3.3 shall be extended for such time as caused by the delay to allow the **Contractor** to complete the performance of the Contract. This Contract may also be extended by mutual consent of both the **City** and the **Contractor** for reasons of additional time, additional services and/or additional areas of work. Force majeure events shall include, but not be limited to, Acts of God, strikes, labor shortages, or other events beyond the reasonable control of Contractor or City.

3.6 Term of Contract:

The term of the Contract shall be for five (5) consecutive years beginning on the Effective Date, with the **City** having the option to extend the term of this Contract for two (2) additional one-year periods upon written notice delivered at least sixty (60) days prior to the expiration of the term or any extended term.

3.7 Contract Renewal:

This Contract may be renewed for additional one year terms after a written acceptance of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 and Exhibit-B (*AshBritt Hourly/Service Rate Schedule*) of this Contract may be reviewed on an annual basis, at which time amended unit costs and rates may be submitted by the **Contractor** to the **City** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s).

3.8 Contract Termination:

This Contract shall terminate upon 180 days written notice from either party and delivered to the other party as set out in Section 8.1 of this Contract.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The **City** may be required to enter into agreements with federal and/or state agencies for disaster relief. The **Contractor** shall be bound by the terms and conditions of such agreements. A copy of any such agreements or instructions shall be delivered to the **Contractor**, in writing, within seven (7) days of execution.

4.2 City Obligations:

The **City** shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed delivered to **Contractor**. A representative will be designated by the **City** (**City Representative**) to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice to Proceed. The **City Representative** shall have full authority to act on behalf of the **City** on all matters required under this Contract. The **City** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available storm Debris services. The **Contractor** may assist the **City** with the development of Debris-based PSA(s), if requested.

4.3 Conduct of Work:

The **Contractor** shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The **Contractor** shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the **City Representative**. The **Contractor** shall have and require strict compliance with accepted ethical practices.

4.4 Supervision:

The **Contractor** will supervise and/or direct all contracted services. The **Contractor** is solely responsible for the means, methods, techniques, safety program and procedures utilized to perform the contracted services. The **Contractor** will employ and maintain on the work site a qualified Manager/Supervisor who shall have full authority to act on behalf of the Contractor on all communications given by the **City**, as further provided in Section 3.1.

4.5 Damages:

The **Contractor** shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. **Contractor** shall be responsible for any damages owing to the negligence or intentional wrongdoing of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

4.6 Other Contractor(s):

The **Contractor** shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. The **Contractor** agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the **City**, at any time, may secure similar or identical services at its sole option.

4.7 Ownership of Debris :

All debris shall become the property of the Contractor for removal and lawful disposal. The Debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.8 Disposal of Debris:

Unless otherwise directed by the **City**, the **Contractor** shall be responsible for determining and executing the method and manner for lawful disposal of all eligible Debris, including regulated hazardous waste. The location of the TDSRS(s) and final disposal site(s) shall be determined by the **City**. Other additional sites may be utilized as directed and/or approved by the **City**.

5.0 GENERAL TERMS and CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the **Contractor** hereunder shall be as directed by the **City** and will be limited to properties located within the **City's** legal boundaries.

5.2 Multiple, Scheduled Passes:

The **Contractor** shall make no fewer than two scheduled and/or unscheduled passes of each area impacted by the storm or disaster event. The **City** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional Debris placement at the ROW by the citizens and the **City**. Upon agreement between the **City** and the **Contractor** the number of passes may be increased based on mutual agreement regarding the amount of additional Debris brought to the ROW.

5.3 Operation of Equipment:

The **Contractor** shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local laws, rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load Debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **City**. Should operation of equipment be required outside of the public ROW, the **City** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The **Contractor** shall submit to the **City** a certified report indicating the type of vehicle, make and model, license plate number, assigned Debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul Debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **City** or Monitoring Team and **Contractor** Representative(s). A standard measurement form certifying actual physical measurements of each piece of hauling equipment shall be an attachment to the certified report(s) submitted to the **City** by the **Contractor**.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and placarded on each numbered vehicle or piece of equipment used to haul Debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of Debris on/in each vehicle or piece of equipment used to haul Debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that the Debris does not extend horizontally beyond the bed of the hauler. All loose Debris shall be reasonably compacted and secured during transport.

5.7 Traffic Control:

The **Contractor** shall mitigate the impact on local traffic conditions to all extents possible. The **Contractor** is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices and applicable law. The **Contractor** shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all Debris removal, reduction and/or disposal site(s).

5.8 Monitoring of Debris Operations

The Government may require that the **City** conduct a Debris monitoring program. The **Contractor** will assist the monitoring team, if this activity is by force account or contracted. The **Contractor** will cooperate and coordinate with the Debris monitoring team in all aspects of the team activity. If the **City** elects to conduct the Debris monitoring by force account, the **Contractor** will conduct detailed Debris monitoring training at the request of the **City**. Debris eligibility determinations, by the monitoring team, shall be made at the point of vehicle loading. Determinations of the vehicle percentage full, by the monitoring team, shall be made at the entrance to the TDSRS. Logistical support and reports to the **City** on Debris monitoring activities are the responsibility of the team manager or monitoring contractor.

5.9 Work Days/Hours:

The **Contractor** may conduct Debris loading and hauling operations from sunup to sundown, seven days per week. Any mechanical, Debris reduction operations at the TDSRS may be conducted twenty-four hours per day, seven days per week. The work week is from the start of operations on Sunday am, thru the end of operations on Saturday pm. Adjustments to work days and/or work hours shall be as directed by the **City** following consultation with and notification to the **Contractor**.

5.9 Hazardous and Industrial Wastes:

The **Contractor** shall set aside and reasonably protect all hazardous or industrial materials encountered during Debris removal operations for collection and disposal in accordance with applicable local, state and federal guidelines governing the transportation and disposal of said hazardous or industrial materials. The **Contractor** will provide, operate and maintain a Hazardous Waste and Industrial Material Storage and Containment area until proper disposal of such waste is feasible. The **Contractor** may use the services of a subcontractor specializing in the management and disposal of such materials and waste, if the **Contractor** is directed to conduct such operations by the **City**.

5.10 Stumps:

All hazardous/eligible stumps identified by the **City** will be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. Stump voids will be filled with clean fill material native to the geographical area. All stumps that are removed and the stump voids that are filled will be documented, and invoiced by the contractor for payment in accordance with the rates contained on Exhibit B (Ashbritt Hourly/Service Rate Schedule).

5.11 Utilizing Local Resources:

The **Contractor** shall, to the extent practicable, give priority to utilizing resources within the **City**. This local preferences priority will include, but not be limited to, Debris hauling, procurement of services, supplies and equipment, and awarding other recovery service subcontracts and employment to the local work force.

5.12 Work Safety:

The **Contractor** shall provide and enforce a safe work environment, in compliance with applicable federal, state and local law, in all activities under this Contract. The **Contractor** will provide such safety equipment, training and supervision as may be required by the **City** and/or Government. The **Contractor** shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All Debris shall be subject to adequate inspection by the City or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **City** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work activities, equipment, materials, invoices plus other relevant records and documentation of the **City** and **Contractor**.

5.14 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies federal, state or local, which may have a regulatory or funding interest in this Contract and the contracted services provided hereunder.

6.0 REPORTS CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The **City** shall accept the serialized copy of the **Contractor's** Debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of Debris delivered and processed at the TDSRS. The serialized ticketing system will also be used in the event of additional Debris handling for volume reduction and/or the possible requirement for a Debris transfer station(s). These tickets will also be utilized for Debris haul out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The **Contractor** shall submit periodic, written reports to the **City** as requested or required, detailing the progress of Debris removal, processing and disposal. These reports may include, but not are limited to:

6.2.1 Daily Reports:

The daily reports will detail the location where passes for Debris removal were conducted, the quantity of Debris (by type) removed or disposed, the total number of crews engaged in Debris management operations, the crew assignments by zone, the number of burners, grinders, chippers and mulching machines in operation, and their daily production. The **Contractor** will also report damages to private property caused by the Debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations. This report will reflect close of business at 6 pm for the prior twenty four (24) hours.

6.2.2 Weekly Summaries:

A weekly summary of all information contained in the daily reports as set out in Section 6.2.1 will be provided to the **City**. The **Contractor** will provide this report within two business days after the end of the week. The **Contractor** will provide both reports in written and electronic format if requested.

6.2.3 Report(s) Delivery:

The scheduled time and point of delivery for the Debris and other recovery operations reports will be directed by the **City** in consultation with the **Contractor**.

6.2.4 Final Project Closeout Report:

Upon final inspection and/or closeout of the project by the **City**, the **Contractor** shall prepare and submit a detailed description of all Debris management activities to include, but not limited to the total volume, by type of Debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **City**. If requested, the **Contractor** will provide additional information to adequately document the conduct of the Debris

management operations for the **City** and/or Government, to include electronic spread sheets.

6.3 Additional Supporting Documentation:

The **Contractor** shall submit reports and/or other documentation on Debris loading, hauling, disposal and load capacity measurements as may be required by the **City** and/or Government to support requests for Debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor may be subject to audit by federal, state and local agencies pursuant to this Contract. The **Contractor** will maintain all reports, records, and Debris reporting tickets and contract correspondence for a period of not less than three (3) years after final project closeout. These maintained reports may include electronic scanned copies of the daily load tickets and tower determination of percent full.

6.5 Contract File Maintenance:

The **Contractor** will maintain this Contract and the invoices that are generated for the contracted services for a period of not less than five (5) years.

7.0 UNIT PRICES and PAYMENTS

7.1 Unit Price for Emergency Push / Road Clearance:

The **Contractor** will invoice the **City** and be paid for this contracted service in accordance with the rates as set out in Exhibit-B (Ashbritt Hourly/Service Rate Schedule).

7.2 Unit Price for Debris:

The unit price per cubic yard or ton includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and demobilization as may be directed by the **City**. All eligible contracted Debris shall be invoiced in accordance with the rates set out in Exhibit A (Compensation Based on Multiple Tasking) or Exhibit B (Ashbritt Hourly/Service Rate Schedule).

7.3 Unit Prices for Stumps:

The **City** will determine the necessity and eligibility for ALL stump removal. The unit price of compensation for stump pulling, loading, transportation, storage, reduction and/or disposal shall be based on the stump size and corresponding rate as set out in Exhibit A (Compensation Based on Multiple Tasking) or Exhibit B (Ashbritt Hourly/Service Rate Schedule).

7.4 Billing Cycle:

The **Contractor** shall invoice the **City** on a bi-weekly basis as of the close of business on the last working day of the billing period. Serialized Debris reporting tickets and disposal site verification of the actual cubic yardage for each load of Debris or itemized stumps will support all invoices.

7.5 Payment Responsibility:

The **City** agrees to accept the **Contractor's** invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 30 days of receipt of the **Contractor's** invoice. The **City** will advise the **Contractor** within five (5) working days of receiving any invoice that requires additional information for approval to process for payment. The **City** will make payment of any undisputed amounts within thirty (30) days of receipt of **Contractor's** invoice, and the balance within thirty (30) days of the requested additional information.

7.6 Ineligible Work:

The **Contractor** will not be paid for the removal, transportation, storage, reduction and/or disposal of any material that may be determined by the **City** and/or Government as ineligible Debris, or for stumps or other services that have not been requested or approved by City.

7.6.1 Eligibility Inspections:

The **Contractor** and **City** or the Monitoring Team will inspect each load to verify that the contents are in accordance with the accepted definition of eligible Debris, as set out in Section 1.1 of this Contract.

7.6.2 Eligibility Determinations:

If any load is suspected to contain material that does not conform to the definition of eligible Debris, the load will be ordered to be deposited at another landfill, receiving facility or at a special location at the TDSRS. The **Contractor** will not invoice the **City** for such load(s) until the issue of eligibility is resolved.

7.7 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the pricing provided in Sections 7.1, 7.2 and 7.3 or Exhibit A or Exhibit B hereto. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the **City** and the **Contractor**, and shall be set forth in writing.

7.8 Specialized Services:

The **Contractor** may invoice the **City** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services or equipment will only be performed or provided if/when directed by the **City**. The rate for specialized mobilization and demobilization shall be fair and reasonable and in accordance with Exhibit B.

7.9 Amended Pricing

The pricing of services in this contract reflects the anticipated severity and magnitude of a major disaster event. The **City** may choose to activate the **Contractor** in response to a disaster event of less magnitude. Upon **Contractor** activation by

Notice-to-Proceed for a lesser event, the **Contractor** reserves the right to submit to the **City** an amended and reduced pricing schedule. Any such amended pricing schedule will be submitted within three (3) business days of activation or upon the completion of the **Contractor's** damage assessment survey, whichever occurs first.

The **City** will indicate acceptance within 24 hours of the delivery of the proposed amended pricing schedule and the logic for such action. Any amendment to the contract pricing for a current activation does not amend the pricing for any future disaster event.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by facsimile, recognized overnight delivery service or certified or registered mail, return receipt requested, and addressed as follows:

To Contractor at:

John Noble, COO
AshBritt, Inc.
565 E. Hillsboro Boulevard
Deerfield Beach, FL 33441
Telephone: (954) 545-3535
Facsimile: (954) 545-3585

To City at:

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

Notice by facsimile shall be deemed delivered on the date of transmission provided a receipt evidences same, and otherwise on the date of the signed receipt of delivery.

8.2 Litigation:

No party may commence litigation against the other party without providing written notice and demand to the other party setting forth the matters in dispute including the amounts in dispute and no party may commence litigation against the other party without first mediating the dispute before a certified mediator in Kleberg or Nueces County, Texas. In the event, the mediation results in an impasse, the parties may commence litigation. With respect to any litigation, this Contract shall be construed and governed by the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule. The sole and exclusive venue for any suit, action or proceeding arising out of, relating to, to interpret or for breach of this Contract, or with respect to the Contract work (a "Related Proceeding") shall be in the courts of Kleberg County, Texas, federal or state. Each of the parties irrevocably consents and submits to the exclusive subject matter and personal jurisdiction of the courts of the State of Texas located in Kingsville, and of the United States District Court for the Southern District of Texas located therein for the purposes of a Related Proceeding, and irrevocably waives, to the fullest extent it may effectively do so, (i) any objection it may have to the laying of venue of any Related Proceeding in the Courts of Kleberg

County, Texas, federal or state, and (ii) the defense of any inconvenient forum to the maintenance of any Related Proceeding in such court.

8.3 Entire Contract:

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supercedes any prior contracts and/or understandings relating to the subject matter hereof. This Contract may only be modified, amended or extended by a written instrument executed by both parties.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

8.6 Binding Effect

This Contract shall be binding on and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

8.7 Headings

All sections and headings are used for convenience only and do not affect the construction or interpretation of this Contract.

8.8 Counterparts

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Contract.

8.9 Fiscal Year Appropriations

All parties recognize that the continuation of any contract after the close of any fiscal year of the **City** (the City's fiscal year ends on September 30th) is subject to appropriations and budget approval providing for covering such contract item as an expenditure in said budget. The **City** does not represent that said budget item will be actually adopted as that determination is within the discretion of the City Commission at the time of adoption of each budget.

IN WITNESS WHEREOF, the **Contractor** has caused this Contract to be signed in its corporate name by its authorized representative and the **City** has caused this Contract to be signed in its legal corporate name by persons authorized to execute said Contract as of the Effective Date.

AshBritt, Inc.

City of Kingsville, TX

By: _____
John Noble

By: _____
Vincent J. Capell

Title: _____
Chief Operating Officer

Title: _____
City Manager

ATTEST:

ATTEST:

Name – Title

Mary Valenzuela, City Secretary

Attachments: Exhibit-A (*Compensation Based on Multiple Tasking*)
Exhibit-B (*AshBritt Hourly/Service Rate Schedule*)

- COPYRIGHT WARNING -

FEDERAL LAW PROVIDES FOR SEVERE CIVIL AND CRIMINAL PENALTIES FOR THE UNAUTHORIZED REPRODUCTION AND DISTRIBUTION OF COPYRIGHTED DOCUMENTS AND PRODUCTS.

THIS DOCUMENT IS LICENSED TO **ASHBRITT, INC.** FOR PROPOSAL AND CONTRACTING PURPOSES ONLY. ANY COPYING, DISTRIBUTION OR USE BY OTHERS IS STRICTLY PROHIBITED. ALL OTHER RIGHTS RESERVED.

AGENDA ITEM #9



Purchasing Department

361-595-8025
361-595-8035 Fax

DATE: March 1, 2013
TO: City Commission through City Manager
FROM: David Mason, Purchasing/IT Director
SUBJECT: Corridor Landscaping on Santa Gertrudis

SUMMARY

This item will approve the purchase and installation of fifty-eight (58) Cedar Elm trees to be evenly planted in the median on West Santa Gertrudis between Seale Street and Highway 141.

BACKGROUND

We requested quotes on or about February 18, 2013. A total of eleven (11) requests for quotes were sent to potential vendors locally and regionally. One quote was received, that of Border Link, LLC for a total \$36,930.00.

RECOMMENDATION

It is recommended the corridor landscaping contract be awarded to Border Link, LLC, 1409 N. Stuart Place Rd., Ste. A, Harlingen, TX 78552. This contractor provided and planted the palms along General Cavazos Blvd. and has a successful track record with the City of Kingsville.

FINANCIAL IMPACT

Along with the quote amount of \$36,930.00 we are requesting an additional ten percent (10%), in the amount of \$3,693.00, to serve as a contingency amount which brings the total request to \$40,623.00 for the project. These funds will come from the surplus for FY2011-2012.

Approved

Vincent Capell, City Manager

Proposal

Page # _____ of _____ pages



BORDER LINK, LLC
1409 N. STUART PLACE RD, STE. A
HARLINGEN, TX 78552
(956) 412-3300 OFFC (956) 412-3309 FAX
Borderlinkpalms@msn.com
PROJECT MANAGER: JAIME GUERRERO (956) 571-9966

Proposal Submitted To: David Mason Purch/IT Director		Job Name: Corridor Landscaping Project	
Address: PO Box 1458		Job Location: West Santa Gertrudis Corridor	
Kingsville, TX 78364		Date: 2/25/2013	Date of Plans: _____
Phone #: (361) 595-8025	Fax #: (361) 595-8035		

We hereby submit specifications and estimates for:

Border Link, LLC would like to submit the following proposal to acquire, deliver and install 58 Cedar Elm trees to be evenly planted in the established median as shown on the approved plan for the West Santa Gertrudis Corridor specifically, the area west of Seale Street to Highway 141.

- 58 Cedar Elm trees 3-4" caliper
Minimum height of 10-12 feet; overall height.
- Installation includes:
Planting area preparation, including utility locates and marking/flagging of planting locations
Adequate bracing
Weekly watering if needed for 90 days (considering extreme drought conditions)
Mulch berm around each base

(PRICE INCLUDES TREES, DELIVERY AND INSTALLATION
 90 DAYS OF MAINTENANCE WITH A 180 DAY WARRANTY PROVIDING
 TREE REPLACEMENT WITHIN WARRANTY PERIOD.)

*40,623
 3,693 10% contingency*

TOTAL PROJECT COST:

\$36,930.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ **Thirty-six thousand, nine hundred thirty** Dollars
 with payments to be made as follows: **Total Amount Due Upon Completion**

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
 submitted

Note – this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____


Signature _____

SIGN AND RETURN TO BORDER LINK, LLC

City of Kingsville
Proposed/Possible Expenditure of Additional FY 2012 Budget Savings
3/25/13

Additional Budget Savings from FY2012	\$600,000
(1) Agenda Items No. 15 & 16 at 2/25/13 Commission Meeting– Equipment for Community Appearance Division of the Planning and Development Services Dept. (Approved)	<u>(42,480)</u>
Amount Remaining 2/25/13	\$557,520
(2) Agenda Items No. 9 & 10 at 3/25/13 Commission Meeting– Trees on West Santa Gertrudis Median (Pending)	(40,623)
(3) Agenda Items No. 12 & 13 at 3/25/13 Commission Meeting – Dumpster Enclosures	<u>(70,124)</u>
Amount Remaining 3/25/13	\$446,773
Other Expenditures to be Considered at a Future Date:	
(4) Economic Development (Cash Portion) Incentive to Zarsky Development Company, LLC for Wildwood Trails Subdivision	(300,000)
(5) City Streets Projects (not specifically identified)	<u>(146,773)</u>
Amount Remaining	\$0

MEMORANDUM

TO: Mayor Sam Fugate and City Commissioners
FROM: Vince Capell, City Manager 
DATE: February 20, 2013
SUBJECT: Additional Budget Savings from FY2012 – February 25, 2013 Regular
Commission Meeting, Agenda Items 14 and 15

As the Fiscal Year 2012 (ending September 30, 2012) annual audit comes to a close, Finance Director Mark Rushing is able to provide more specific year-end financial results for that year. Barring any unforeseen audit adjustments, Mr. Rushing's analysis reveals that the City will have an additional \$600,000 in FY2012 budgetary savings above that which has already been anticipated and included in the FY2013 annual budget. This additional \$600,000 is also over and above the minimum fund balances recommended for unexpected emergencies and events.

I have asked staff to seek Commission approval (see February 25, 2013 Commission agenda items No. 14 and 15) that would expend \$22,694 of this \$600,000 FY2012 surplus on new and replacement equipment for the Community Appearance Division of the Planning and Development Services Department.

On March 11, 2013 I anticipate that staff will bring forward two additional expenditure items (exact costs not known, but total will probably be in the range of \$100,000 to \$120,000 for the following: (1) to complete the dumpster enclosure program and (2) to install tree plantings in the median along W. Santa Gertrudis Street from 141 Hwy. east to where the median ends at TAMUK. These two expenditure proposals are a significant component of the City's beautification efforts.

Limiting these proposed initial expenditures to \$150,000 when the total available ~~is~~ expected is equal \$600,000 does not represent a significant financial risk to the City given the limited possibility that there will be a final audit adjustment of equal magnitude.

Aside from two recent instances of property owners painting or affixing signs to the City's dumpster enclosures and another instance in which a driver completely ran through and demolished an enclosure, the program is working well and the enclosures are being well maintained. Of these three enclosure instances, the demolished enclosure was reconstructed using proceeds from the driver's insurance company. The property owner that affixed the metal sign to the enclosure has since removed the sign leaving the painted enclosure at Corral and

Armstrong as the sole remaining example of altered enclosures from among a total of fifty enclosures that were initially constructed.

These recent enclosure alterations prompted staff to send written notification to all dumpster customers informing them that the enclosures remain the city's property and are not to be defaced or altered in any way. Also, as new dumpster customers come on board, staff is asking them to sign a statement acknowledging that they are to refrain from making any alterations to the enclosures.

The remaining \$450,000 (~~\$650,000~~ - \$150,000 (est.)) of FY2012 budget surplus should probably be left mostly untouched until after the auditors have completed the audit for FY2012. Having said that, I would like to offer up the following possibilities for Commission's consideration as to how some or all of the remaining \$450,000 might be expended. \$200,000 of this amount could be used for the up-front economic development cash incentive to Wildwood Trails housing development with the remaining \$250,000 going to City streets. Obviously, these are only suggestions to be discussed alongside other proposals the City Commission might want to consider.

AGENDA ITEM #10

ORDINANCE NO. 2013-

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 BUDGET FOR COMMUNITY APPEARANCE TO FUND THE PURCHASE AND INSTALLATION OF TREES FOR THE WEST SANTA GERTRUDIS CORRIDOR LANDSCAPING PROJECT.

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 2012-2013 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 001	General Fund				
<u>Capital</u>					
2		Fund Balance	610.00		<u>\$40,623</u>
					<u>\$40,623</u>
<u>Expenses</u>					
5-690.0		Fund Exp/Trsfrs Fund 091	394.93	<u>\$40,623</u>	
				<u>\$40,623</u>	
Fund 091	General Fund Capital Projects Fund				
<u>Revenues</u>					
4-000.0	Transfer from Fund 001		750.13	<u>\$40,623</u>	
				<u>\$40,623</u>	
<u>Expenses</u>					
5-160.1	Corridor Landscaping	Grounds & Perm Fx.	591.00	<u>\$40,623</u>	
				<u>\$40,623</u>	

[Community Appearance is in need of additional landscaping to properly fulfill their mission. The landscaping will greatly enhance the Corridor Landscaping Project in the medians on West Santa Gertrudis. This purchase is being funded from the FY12 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 not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 11th day of March 2013. .

PASSED AND APPROVED on this the ___ day of _____, 2013.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary


APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

City of Kingsville
Proposed/Possible Expenditure of Additional FY 2012 Budget Savings
3/25/13

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AGENDA ITEM #11

ORDINANCE NO.2013-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING SECTION 15-1-56, ADOPTING THE 2011 EDITION OF THE NATIONAL ELECTRIC CODE, & SECTION 15-1-62, REPEALING OWNERS PERMITS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

WHEREAS, the City is updating its building codes and desires to adopt the 2011 version of the National Electric Code and repeal owners permits to enhance public safety;

WHEREAS, staff already has a copy of the 2011 version of the National Electric Code;

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

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

I.

THAT Sections 15-1-56 & 15-1-62 of Article I: Building Regulations of Chapter XV, Land Usage, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

...
§ 15-1-56 DEFINITIONS.

For the purpose of this subarticle, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words not defined in this section shall have the meaning given to them in the ~~2011~~ 2005 Edition of NFPA 70, National Electric Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

...
§ 15-1-62 PERMITS & FEES; ELECTRICAL INSPECTIONS.

...
(H) *Special permits.*

(1) *Unusual construction permit.* Where additional fixtures or alterations are to be made, which cannot practically be constructed in accordance with all provisions of this subarticle, a special permit in writing may be issued by the inspector for such work, if in his judgment the conditions require; however, such fixtures or alterations shall be of a character that will make the electrical system

in the building as a whole conform to the spirit of this subarticle. In the event of a special ruling by the inspector for some unusual type of construction or occupancy not outlined therein, and which will establish a policy for future work, the inspector shall make a written ruling, obtain approval from the Board and shall place the same on file in his office for public information.

~~(2) Owners permit. Upon successful completion of a homeowner's electrical exam administered by the city, a permit for the installation of electrical work in, on or about any building used or occupied as a homestead in the city shall be issued by the inspector to the owner of the building, provided the electrical or fixture work is done by such owner, or immediate relative of such owner of the household, and further provided that the person who is to install the electrical work is named on the permit. The named person shall appear before the inspector and show, by answering such questions as may be asked by the inspector or his representative, that he has sufficient knowledge to do or install such electrical or fixture work. If it is apparent, from the character of the work installed under such a permit, that the owner or person named in the permit is not qualified or competent to do or install the electrical or fixture work, the inspector may require such portion of the work that is in violation of this subarticle to be changed, altered or repaired by a qualified, registered electrician. For the purposes of this section, manufactured housing (mobile homes) shall be deemed to be homesteads only when used or occupied by the owner and located upon land to which the owner holds title or contract of sale. The non-refundable fee for taking the homeowner's examination is \$25. The homeowner is allowed two chances to pass the homeowner's exam before being required to hire a licensed electrician to do the work. The homeowner's exam is only applicable to the project for which a permit is obtained.~~

(1) *Time limitations on permits.* The inspector shall have the power to cancel permits, where the electrical or fixture work therein has not been started within 60 days from and after the date of issuance of the permit therefor, and in the event of such cancellation of such permit the fees paid therefor shall be credited to the account of the person paying the same and may be treated as a payment of an equal amount of the estimated fees payable on any subsequent application or applications for a permit to do electrical or fixture work.

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. That being said, the Planning Department does not intend to begin active enforcement of these regulations until after April 8, 2013.

V.

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

INTRODUCED on this day on the 25th day of March, 2013.

PASSED AND APPROVED on this the ____ day of April, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney


EFFECTIVE: _____



Planning Department

TO: Mayor & City Commission Members

Through: Vince Capell, City Manager

FROM:  Mike Kellam, AICP, Director of Planning & Development Services

SUBJECT: Adoption of the 2011 NEC Code

DATE: March 18, 2013

In an effort to improve the consistency in design review and effectiveness of our development code guidelines and regulatory enforcement, staff is proposing the adoption of the following code as provided by the 2011 American National Safety Industry or NFPA 70:

- 2011 National Electric Code

The reasoning behind the proposed change is based upon two needs. The first being that our existing NEC regulation is over 6 years old and two editions behind, as the NEC codes are updated every three years. As with all regulatory codes, they are ever-changing to address new scenarios, construction types, disaster avoidance and federal mandates, therefore the local codes need to be appropriately updated as well. Secondly, design professionals, including but not limited to engineers and architects, are currently designing projects under the 2011 edition. As you can imagine this can create inconsistencies in current design practices vs. the outdated codes we use as a minimum standard.

Section 15-1-56, Definitions, text shall read "For the purpose of this subarticle, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words not defined in this section shall have the meaning given in the 2011 Edition of NFPA 70, National Electric Code." Section 15-1-62(2), Owners Permit, proposes language amendments wherein the section 15-1-62(h)(2), Owners Permit is removed. The current code language allows for untrained residents the ability to take an electrical exam administered by the city in order to perform electrical work within their own home. This section is proposed to be removed from the ordinance due to several safety concerns and problems that were arising in the field such as incorrect and unsafe installation of electric service by the home owners causing extreme fire hazards if not detected by the inspectors during installation.

We anticipate an effective date to which we will begin utilizing the aforementioned NEC code will be April 8, 2013. This will allow us to notify those in which it effects, while also allowing the Building Regulations staff time to bring themselves up to date with the new codes. To inform

the contractors & builders of the proposed change we will be sending a notice by mail to all who are licensed with the City. Please let me know if you have any further questions regarding the adoption of the NEC code.

Attachments: Proposed Section 15-1-56 Definitions

Proposed Section 15-1-62(h)(2) Owners Permit

Cc: Courtney Alvarez, City Attorney

Daniel Ramirez, Building Official

Dionicio Perez, Building Inspector

Theresa Cavazos, Permit Clerk

Bill Donnell, Asst. Director of Public Works

AGENDA ITEM #12



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE: March 15, 2013

TO: City Commission through City Manager

FROM: David Mason, Purchasing/IT Director

SUBJECT: Bid 13-09 Dumpster Enclosure Project Phase Two

SUMMARY

This item will authorize the execution of a contract for work on the Dumpster Enclosure Project Phase Two.

BACKGROUND

Due to the estimates being over \$50,000, we advertised for sealed bids on February 24 and March 3, 2013 as well as posting on our website. Three companies responded with bids as referenced in the Bid Tab.

<u>COMPANY NAME</u>	<u>BASE PROJECT PRICE</u>	<u>ALTERNATE PROJECT PRICE</u>	<u>TOTAL PROJECT PRICE</u>
OLIVAREZ PARKING LOT STRIPING CO.	\$62,880.00	\$36,724.00	\$99,604.00
PECOS FENCE, INC.	\$204,000.00	\$60,000.00	\$264,000.00
MENDEZ WELDING & CONTRACTING	\$63,749.00	\$30,000.00	\$93,749.00

RECOMMENDATION

The apparent low bidder, Olivarez Parking Lot Striping Co. did not include a Bid Bond, so it is recommended the Bid be awarded to Mendez Welding & Contracting for the base project price of \$63,749.00.

FINANCIAL IMPACT

This action will expend \$63,749.00 plus a ten (10) percent contingency allowance for a total of \$70,124.00 which will come from the FY 2011-2012 surplus fund balance.

Approved

Vincent Capell, City Manager

City of Kingsville
Proposed/Possible Expenditure of Additional FY 2012 Budget Savings
3/25/13

Additional Budget Savings from FY2012 \$600,000

- (1) Agenda Items No. 15 & 16 at 2/25/13 Commission Meeting– Equipment
for Community Appearance Division of the Planning and Development
Services Dept. (Approved) (42,480)

Amount Remaining 2/25/13 \$557,520

- (2) Agenda Items No. 9 & 10 at 3/25/13 Commission Meeting – Trees on
West Santa Gertrudis Median (Pending) (40,623)

- (3) Agenda Items No. 12 & 13 at 3/25/13 Commission Meeting – Dumpster
Enclosures (70,124)**

Amount Remaining 3/25/13 \$446,773

Other Expenditures to be Considered at a Future Date:

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Development Company, LLC for Wildwood Trails Subdivision (300,000)

- (5) City Streets Projects (not specifically identified) (146,773)

Amount Remaining \$0

MEMORANDUM

TO: Mayor Sam Fugate and City Commissioners
FROM: Vince Capell, City Manager *VC*
DATE: February 20, 2013
SUBJECT: Additional Budget Savings from FY2012 – February 25, 2013 Regular
Commission Meeting, Agenda Items 14 and 15

As the Fiscal Year 2012 (ending September 30, 2012) annual audit comes to a close, Finance Director Mark Rushing is able to provide more specific year-end financial results for that year. Barring any unforeseen audit adjustments, Mr. Rushing's analysis reveals that the City will have an additional \$600,000 in FY2012 budgetary savings above that which has already been anticipated and included in the FY2013 annual budget. This additional \$600,000 is also over and above the minimum fund balances recommended for unexpected emergencies and events.

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Armstrong as the sole remaining example of altered enclosures from among a total of fifty enclosures that were initially constructed.

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PLANNING & DEVELOPMENT SERVICES QUOTE REQUISITION

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NAME	ACCOUNT	ADDRESS	TOTAL DUMPSTERS PER ACCOUNT	SIZE	ACCESSIBILITY	pot pg #	WITHIN ROW	NOTES	BASE BID	ALTERNATE BID
Patel, Govindlal B	001-004101-08	613 N Armstrong	1	1	4 Alley	6	Y	2 DUMPSTERS, SAME LOCATION		
IBC Bank- Zapata	001-008601-00	712 W Santa Gertrudis	1	1	4 Alley	5	Y			
Radio Shack	035-008970-00	2730 S Brahma	1	1	4 Alley	299	N			
Shoe Show 700	035-008980-00	2730 S Brahma 114	1	1	4 Alley	300	N	THESE DUMPSTERS ALL IN SAME LOCATION		
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Sally Beauty Co Inc #02680	035-008910-00	2730 S Brahma 104	1	1	4 Alley	302	N			
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First Baptist Nursery	004-006100-07	321 W Kleberg	1	1	3 On Property	31	N			
The Weatherly Apts	004-014700-06	208 S 5Th	1	1	3 On Property	40	Y			
Taqueria El Dorado/Chato'S	007-012303-05	121 S Armstrong	1	1	3 On Property Side/Alley	70	Y	GREASE DISPOSAL CONTAINER, AS WELL		
Supernette Food Mart	001-009000-11	615 N 5Th	1	1	4 Curb	11	Y			
Soto, Arnold A. Apts	002-002400-08	504 W Richard 1/2	1	1	3 Alley	12	Y			
Country Luau Saloon	007-010210-00	115 University	1	1	4 On Property	66	N			
Baptist Student Union	013-008800-09	720 N Armstrong	1	1	3 On Property	85	Y			
So Tex Feed & Seed Co	013-000600-01	821 N 6Th	1	1	4 On Property	84	N			
Fkd Valley Holdings Llc	026-005302-04	1105 N 14Th	1	1	4 Alley	160	Y	COULD BE GROUPED TO ONE ENCLOSURE		
Reyes & Sons Plumbing	026-009200-05	1115 N 14Th	1	1	4 Alley	161	Y			
Comm Action Corp Of South Te	027-000790-05	939 E Ave D	1	1	4 On Property	162	N			
Bazan, Rolando	027-016450-09	723 E Corral	1	1	3 On Property	167	N			
Galvan, Paint/Body Shop	027-159100-00	905 E Corral A	1	1	4 Curb	168	Y			
D & C Amusement Co	027-018100-05	632 E Corral	1	1	3 On Property	172	N	Previously Centerpoint Energy		
Rockway Energy	002-016200-05	604 E Corral	1	1	3 On Property	173	N			
Henrietta Memorial Center	005 N 6Th	405 N 6Th	1	1	3 On Property	17	N			
Rodriguez, Rodney Reenay	019-006101-08	931 E Santa Gertrudis 1/2	1	1	3 Alley	138	Y			
Roy'S Stop-N-Save	019-010101-01	429 E Santa Gertrudis	1	1	3 Curb	140	Y			
Ac Lawm & Garden	020-000101-04	605 N 6Th	1	1	3 On Property	141	N			
Freelon, Mary B	020-001100-03	304 E Richard	1	1	3 Curb	143	Y			
148	022-000101-03	206 E Lee	1	1	4 Alley	148	N			
Casa De Tacos	022-006500-05	401 N 14Th	1	1	4 Alley	150	Y			
Porly'S Bar	037-000800-09	1405 N 14Th	1	1	4 On Property	393	N			
Four Seas, Llc	038-002200-05	1001 N 14Th	1	1	3 Alley	423	Y			
Acme Radiator Repair	038-002400-02	920 N 14Th	1	1	3 Alley	424	Y			
Lopez, Joel	038-006400-11	902 N 14Th	1	1	4 Alley	425	N	GREASE DISPOSAL CONTAINER, AS WELL		
Miller, Jerry W	038-010810-03	728 N 14Th	1	1	3 On Property	427	N			
El Dorado Mexican Restaurant	039-002704-07	704 N 14Th	1	1	4 On Property	434	N			
Discount Liquor-Harrell	039-009200-00	626 N 14Th	1	1	3 Alley	435	N			
Armando, Alvarado	039-009350-05	510 N 14Th	1	1	3 Alley	151	N	2 DUMPSTERS, SAME LOCATION		
Martinez, Eduardo Ili	024-005400-08	117 N 14Th	1	1	3 Alley	152	Y			
Amaya, Miguel	024-009800-05	930 E Kleberg	1	1	3 Alley	174	Y	CAN'T FIND PDF		
Stop-N-Lube		921 E King	1	1	3 Alley	177	Y			
Kc Development Ltd	028-004800-08	307 S 14Th	1	1	4 Alley	182	N			
Macareno, Rudy	028-010400-10	320 S 6Th	1	1	4 On Property	440	Y			
The Flower Box	029-007900-08	513 S 6Th	1	1	3 Alley	446	N			
First Cash Pawn	040-017600-07	218 N 14Th	1	1	4 On Property	481	Y			
Eckerd/Cvs, Store#00656-01	042-003603-08	1000 E King	1	1	3 Alley	490	Y			
Arias, Elsie	050-007003-09	306 E Kleberg	1	1	3 Alley			TOTAL OF 5 DUMPSTERS IN THIS ALLEY WITH VARIABLE VISIBILITY, OWNERSHIP NOT 100% DETERMINED		
Watson, Nicole A	050-011502-12	301 E Kleberg	1	1	3 Alley					
Western Finance Trv		725 E Kleberg	1	1	3 Alley					

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Wilson True Value		230 E King		4	Alley		Y	2 DUMPSTERS, SAME LOCATION; HIGHLY VISIBLE, YET ENCLOSURES WILL BE ONLY SLIGHTLY EFFECTIVE AT THIS LOCATION		
Krueger, Michael J	050-013100-03	205 E Kieberg		3	Alley		Y			
Krueger, Michael J	050-013302-01	211 E Kieberg	1	3	Alley	494	Y			
Running W - Saddle Shop 6th	050-013900-01	201 E Kieberg	1	4	Alley	580	Y			
Bank Of South Texas	050-019801-05	300 E King	1	4	Alley	495	Y			
Ohlenbusch, Herman	050-019801-01	209 E King	1	3	Alley	503	Y	2 DUMPSTERS HERE		
China One Buffet	042-017303-11	426 S 14Th	1	3	Alley	509	Y	2 DUMPSTERS, SAME LOCATION		
Cina One Buffet	042-017303-12	426 S 14Th	1	3	Alley	510	Y			
Hall Of Frames	050-000100-08	312 N 6Th	1	4	Alley	545	Y			
Harrel's Kgsvl Pharmacy	050-004200-08	204 E Kieberg	1	3	On Property	553	Y	2 DUMPSTERS HERE; HIGHLY VISIBLE, YET ENCLOSURES WILL BE ONLY SLIGHTLY EFFECTIVE AT THIS LOCATION		
United States Post Of	050-013700-06	108 E Kieberg	1	4	On Property	574	N			
Forke's Kingsville	050-019400-06	225 E King	1	3	Alley	579	Y			
Hubert Veterinary Hospital	044-001410-01	2103 E Caesar		3	On Property	534	N	CAN'T FIND PDF		
Albendak, Yousef H	044-001210-09	2110 E Caesar	1	4	On Property	535	N	GREASE DISPOSAL CONTAINER, AS WELL		
Bill Arnold Moving	029-008001-06	517 S 6Th	1	3	On Property	183	N			
Quality Tile & Marble	030-003000-06	615 S 6Th	1	3	On Property	184	N			
Taqueria Jalisco	030-016201-09	909 S 14Th	1	4	Alley	189	Y			
Steele Medical Home Equipmen	030-020500-07	928 S 6Th	1	3	Curb	194	Y			
Yen Ching Chinese Res	032-010302-01	1105 S 14Th	1	4	Curb	202	Y			
Economy Inn	310-015601-07	1415 S 14Th	1	4	Curb	204	Y			
The Office	034-003706-10	1210 S 6Th	1	4	On Property	274	N			
American Legion	034-009400-00	222 E Shelton	1	4	Curb	277	Y			
Straight Edge Landscape	034-011300-00	211 E Shelton	1	4	On Property	278	Y			
Ilrey & Sons Air Cond	034-011102-09	223 E Shelton	1	4	Curb	279	Y			
Muy Pizza, LLC Pizza Hut #236	032-015400-07	1330 S 14Th	2	4	On Property	205,206	N			
Retama Pk Baptist	032-019000-08	515 E General Cavazos	1	4	On Property	220	N			
Don Brock Distributor, Inc	032-019600-06	330 E General Cavazos	1	4	On Property	223	N			
Asian Buffet	032-020262-00	1608 S Brahma Ste A	2	3	Alley	231-234	N	4 DUMPSTERS SAME LOCATION		
Sirioin Stockade	032-020152-04	1500 S Brahma	2	4	On Property	236,237	N			
Candy Squares Ltd	032-020315-03	1404 S Brahma	1	3	On Property	238	N			
Fastenal	033-013600-05	1715 S Brahma	1	3	Alley	262	N	2 DUMPSTERS, SAME LOCATION		
Ulrich, Steve	033-013660-00	1701 S Brahma D	1	3	Alley	263	N			
Stx Wireless Operations	043-010900-10	1101 E Caesar	1	3	On Property	552	N			
Texas Car Title Payday Loan	032-020501-07	1114 S 14th	1	3	On Property	241	N	2 DUMPSTERS IN VICINITY, ONE MAY BELONG TO QUEST DIAGNOSTICS		
The Corner Depot	027-004909-03	1206 N 6th	1	4	Alley	163	Y			
Columbus Blug Assoc	037-001200-08	1600 N 14th	1	4	On Property	390	N			
Boat N Net	025-010950-03	1000 N 14th	1	3	On Property	159	N			
Kieberg Co Pks-Brookshire	045-001800-00	20Th E Lott	1	3	On Property	544	N			
Wild Horse Mall		Senator Carlos Tujan / HWY 77			On Property		N	3 Dumpsters here, highly visible, not previously identified in inventory		
Twice the Ice		S Brahma / Loop 428			On Property		N	1 Dumpster here, highly visible, not previously identified in inventory		
Krueger, Michael J	033-013900-06	2001 S Brahma	1	3	On Property	267	N	1 Dumpster here, highly visible, not previously identified in inventory		
Double A's		14th / Nettie	1	3	On Property		N			
Martorello, Fabrizio	037-013610-06	1220 E Corral	1	3	Curb	417	Y	1 Dumpster here, highly visible, not previously identified in inventory		
Sunny Market		Caesar / 14th	1	1	Alley		N	1 Dumpster here, highly visible, not previously identified in inventory		
COLEMAN CHARLES GREG		1217 S 6th	1	1	On Property		N	1 Dumpster here, highly visible, not previously identified in inventory		
ALLEN WARREN		1117 S 6th	1	1	On Property		N	L & M SUPERETTE STORE #2; 1 Dumpster here, highly visible, not previously identified in inventory		
WHITE LARRY L		Caesar / 6th	1	1	Alley		Y			

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THE KINGSVILLE CHRISTIAN		1021 S 6th	1	1	On Property		N	1 Dumpster here, highly visible, not previously identified in inventory		
LAWSON AUTOMOTIVE	033-012120-01	1916 S 6TH ST	1	1	On Property	259	N			
K2 Food Mart	034-008801-09	1824 S 6th	1	1	On Property	272	N			
KEEP IT CLEAN CAR WASH		729 W KING	1	1	On Property		N	1 Dumpster here, highly visible, not previously identified in inventory		
Betty Haass Realtors	016-003102-05	700 W Mesquite	1	1	Curb	95	Y			
EL MAR/ACHI'S RESTAURANT		631 W CORRAL	1	1	On Property		N	1 Dumpster here, highly visible, not previously identified in inventory		
Haleigh Rentals LLC	050-016600-05	630 E King	1	1	Alley	483	Y			
Cafe 5	050-016402-09	632 E King	1	1	Alley	498	Y			
Michael J. Krueger J	050-009102-00	617 E Kleberg	1	1	Alley	499	Y	3 DUMPSTERS IN CLOSE PROXIMITY		
Kingsville Med Center	004-006500-08	227 W Kleberg	1	1	On Property	32	N			
De La Garza, Larry R	004-006500-00	225 W Kleberg	1	1	On Property	33	N	3 DUMPSTERS IN CLOSE PROXIMITY		
Olson Clinic	004-006500-06	223 W Kleberg	1	1	On Property	34	N			
Garcia Medical		418 S 6th St	1	1	On Property		N	1 Dumpster here, highly visible, not previously identified in inventory		
Comm Action Corp of South Texas	018-002000-07	400 E Nettie	1	1	Curb	134	Y			
GOODYEAR		230 S 6th	1	1	Curb		Y			

AGENDA ITEM #13

ORDINANCE NO. 2013-

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 BUDGET FOR THE PLANNING DEPARTMENT'S COMMUNITY APPEARANCE DIVISION TO FUND THE SECOND PHASE OF THE DUMPSTER ENCLOSURE PROJECT UTILIZING FY12 FUND SURPLUS.

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 2012-2013 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 091 GF Capital Projects Fund					
<u>Capital</u>					
2	Fund Balance	Unreserved Fund Bal.	610.00		<u>\$70,124</u>
					<u>\$70,124</u>
<u>Expenses</u>					
5-160.3	Planning	Grounds/Perm Fixtures	591.00	<u>\$70,124</u>	
				<u>\$70,124</u>	

[The Community Appearance Department is in need of funding to complete the Dumpster Enclosure Project – Phase 2, which includes a 10% contingency. This is being funded from the FY12 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 not be codified but shall become effective on and after adoption and publication as required by law.

INTRODUCED on this the 25th day of March, 2013.

PASSED AND APPROVED on this the ____ day of April, 2013.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE: March 15, 2013
TO: City Commission through City Manager
FROM: David Mason, Purchasing/IT Director
SUBJECT: Bid 13-09 Dumpster Enclosure Project Phase Two

SUMMARY

This item will authorize the execution of a contract for work on the Dumpster Enclosure Project Phase Two.

BACKGROUND

Due to the estimates being over \$50,000 we advertised for sealed bids on February 24 and March 3, 2013 as well as posting on our website. Three companies responded with bids as referenced in the Bid Tab.

<u>COMPANY NAME</u>	<u>BASE PROJECT PRICE</u>	<u>ALTERNATE PROJECT PRICE</u>	<u>TOTAL PROJECT PRICE</u>
OLIVAREZ PARKING LOT STRIPING CO.	\$62,880.00	\$36,724.00	\$99,604.00
PECOS FENCE, INC.	\$204,000.00	\$60,000.00	\$264,000.00
MENDEZ WELDING & CONTRACTING	\$63,749.00	\$30,000.00	\$93,749.00

RECOMMENDATION

The apparent low bidder, Olivarez Parking Lot Striping Co. did not include a Bid Bond, so it is recommended the Bid be awarded to Mendez Welding & Contracting for the base project price of \$63,749.00.

FINANCIAL IMPACT

This action will expend \$63,749.00 plus a ten (10) percent contingency allowance for a total of \$70,124.00 which will come from the FY 2011-2012 surplus fund balance.

Approved

Vincent Capell, City Manager

City of Kingsville
Proposed/Possible Expenditure of Additional FY 2012 Budget Savings
3/25/13

Additional Budget Savings from FY2012 \$600,000

- (1) Agenda Items No. 15 & 16 at 2/25/13 Commission Meeting– Equipment
for Community Appearance Division of the Planning and Development
Services Dept. (Approved) (42,480)

Amount Remaining 2/25/13 \$557,520

- (2) Agenda Items No. 9 & 10 at 3/25/13 Commission Meeting – Trees on
West Santa Gertrudis Median (Pending) (40,623)

- (3) Agenda Items No. 12 & 13 at 3/25/13 Commission Meeting – Dumpster
Enclosures (70,124)**

Amount Remaining 3/25/13 \$446,773


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PLANNING & DEVELOPMENT SERVICES QUOTE REQUISITION

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The point of contact for additional information is Michael Kellam, (P) 361.595.8053, (F) 361.595.8065, mkellam@cityofkingsville.com.

All quotes should be submitted to:

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Purchasing/IT Director
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Radio Shack	035-008970-00	2730 S Brahma	1	4 Alley		299	N			
Shoe Show 700	035-008980-00	2730 S Brahma 114	1	4 Alley		300	N			
Catos	035-008930-00	2730 S Brahma 110	1	4 Alley		301	N	THESE DUMPSTERS ALL IN SAME LOCATION		
Sally Beauty Co Inc #02680	035-008910-00	2730 S Brahma 104	1	4 Alley		302	N			
Subway	035-008950-01	2730 S Brahma 100	1	3 Alley		303	N			
First Baptist Nursery	004-006100-07	321 W Kieberg	1	3 On Property		31	N			
The Weatherly Apts	004-014700-06	203 S 5Th	1	3 On Property		40	Y			
Taquiera El Dorado/Chato's	007-012303-05	121 S Armstrong	1	3 On Property Side/Alley		70	Y	GREASE DISPOSAL CONTAINER, AS WELL		
Superette Food Mart	001-009000-11	615 N 5Th	1	4 Curb		11	Y			
Soto, Arnold A. Apts	002-002400-08	504 W Richard 1/2	1	3 Alley		12	Y			
Country Luau Saloon	007-010210-00	115 University	1	4 On Property		66	N			
Baptist Student Union	013-008800-09	720 N Armstrong	1	3 On Property		85	Y			
So Tex Feed & Seed Co	013-000600-01	821 N 6Th	1	4 On Property		84	N			
Flk Valley Holdings Lic	026-005302-04	1105 N 14Th	1	4 Alley		160	Y			
Reyes & Sons Plumbing	026-009200-05	1115 N 14Th	1	4 Alley		161	Y			
Comm Action Corp Of South Te	027-000790-06	999 E Ave D	1	4 On Property		162	N			
Bazan, Rolando	027-016450-09	723 E Corral	1	3 On Property		167	N			
Galvan Paint/Body Shop	027-159100-00	905 E Corral A	1	4 Curb		168	Y			
D & C Amusement Co	027-018100-05	632 E Corral	1	3 On Property		172	N			
Rockway Energy	002-016200-05	604 E Corral	1	3 On Property		173	N	Previously Centerpoint Energy		
Henrietta Memorial Center	019-006101-08	405 N 6Th	1	3 On Property		17	N			
Rodriguez, Rodney Reenay	019-010101-01	931 E Santa Gertrudis 1/2	1	3 Alley		138	Y			
Roy's Stop-N-Save	019-010101-01	429 E Santa Gertrudis	1	3 Curb		140	Y			
Ac Lawn & Garden	020-000101-04	603 N 6Th	1	3 On Property		141	N			
Freelon, Mary B	020-001100-03	304 E Richard	1	3 Curb		143	Y			
Casa De Tacos	022-000101-03	206 E Lee	1	4 Alley		148	N			
Porky's Bar	022-006500-05	401 N 14Th	1	4 Alley		150	Y			
Four Seas, Llc	037-000800-09	1406 N 14Th	1	4 On Property		393	N			
Acme Radiator Repair	038-002400-02	1001 N 14Th	1	3 Alley		423	Y			
Lopez, Joel	038-006400-11	902 N 14Th	1	4 Alley		424	Y			
Miller, Jerry W	038-010810-03	902 N 14Th	1	4 Alley		425	N	GREASE DISPOSAL CONTAINER, AS WELL		
El Dorado Mexican Restaurant	039-002704-07	704 N 14Th	1	3 On Property		426	N			
Discount Liquor-Harrell	039-002704-07	704 N 14Th	1	4 On Property		427	N			
Armando, Alvarado	039-009200-00	626 N 14Th	1	4 On Property		434	N			
Martinez, Eduardo Iii	039-009550-05	510 N 14Th	1	3 Alley		435	N			
Amaya, Miguel	024-005403-08	117 N 14Th	1	3 Alley		151	Y	2 DUMPSTERS, SAME LOCATION		
Stop-N-Lube	024-009800-05	930 E Kieberg	1	3 Alley		152	Y	CAN'T FIND PDF		
Kc Development Ltd	028-004800-08	921 E King	1	3 Alley		174	Y			
Macareno, Rudy	028-010400-10	320 S 6Th	1	4 Alley		177	Y			
The Flower Box	029-007900-08	513 S 6Th	1	4 On Property		182	N			
First Cash Pawn	040-017600-07	218 N 14Th	1	3 Alley		440	Y			
Eckerd/Cvs, Store#00656-01	042-003603-08	1000 E King	1	4 On Property		446	N			
Arias, Eide	050-007003-09	306 E Kieberg	1	3 Alley		481	Y			
Watson, Nicole A	050-011502-12	301 E Kieberg	1	3 Alley		490	Y	TOTAL OF 5 DUMPSTERS IN THIS ALLEY WITH VARIABLE VISIBILITY, OWNERSHIP NOT 100% DETERMINED		
Western Finance Trv		225 E Kieberg		3 Alley			Y			

NAME	ACCOUNT	ADDRESS	TOTAL DUMPSTERS PER ACCOUNT	SIZE	ACCESSIBILITY	pdf pg #	Within ROW	NOTES	BASE BID	ALTERNATE BID
Wilson True Value		230 E King		4 Alley			Y			
Krueger, Michael J	050-013100-03	205 E Kleberg		3 Alley			Y	2 DUMPSTERS, SAME LOCATION; HIGHLY VISIBLE, YET ENCLOSURES WILL BE ONLY SLIGHTLY EFFECTIVE AT THIS LOCATION		
Running W. Saddle Shop 6th	050-013302-01	211 E Kleberg	1	3 Alley		494	Y			
Bank Of South Texas	050-013900-01	201 E Kleberg	1	4 Alley		580	Y			
Ohlenbusch, Herman	050-019801-05	300 E King	1	4 Alley		496	Y	2 DUMPSTERS HERE		
China One Buffet	042-017303-11	203 E King	1	3 Alley		503	Y			
Cina One Buffet	042-017303-12	426 S 14th	1	3 Alley		509	Y	2 DUMPSTERS, SAME LOCATION		
Hall Of Frames	050-000100-08	426 S 14th	1	3 Alley		510	Y			
		312 N 6th	1	4 Alley		545	Y			
Harrell's Kgwsl Pharmacy	050-004200-08	204 E Kleberg	1	3 On Property		553	Y	2 DUMPSTERS HERE; HIGHLY VISIBLE, YET ENCLOSURES WILL BE ONLY SLIGHTLY EFFECTIVE AT THIS LOCATION		
United States Post Of	050-013700-06	108 E Kleberg	1	4 On Property		574	N			
Forke's Kingsville	050-019400-06	225 E King	1	3 Alley		579	Y			
Hubert Veterinary Hospital	044-001410-01	2103 E Caesar		3 On Property		534	N	CAN'T FIND PDF		
Albandak, Yousef H	044-001210-09	2110 E Caesar	1	4 On Property		535	N	GREASE DISPOSAL CONTAINER, AS WELL		
Bill Arnold Moving	029-008001-06	517 S 6th	1	3 On Property		183	N			
Quality Tile & Marble	030-000300-06	615 S 6th	1	4 Alley		189	Y			
Taquenia Jalisco	030-016201-09	909 S 14th	1	4 Alley		194	Y			
Steele Medical Home Equipmen	030-020500-07	928 S 6th	1	3 Curb		202	Y			
Yan Ching Chinese Res	032-010102-01	1105 S 14th	1	4 Curb		204	Y			
Economy Inn	310-015601-07	1425 S 14th	1	4 Curb		274	N			
The Office	034-003706-10	1210 S 6th	1	4 On Property		277	Y			
American Legion	034-009400-00	222 E Shelton	1	4 Curb		278	Y			
Straight Edge Landscape	034-011300-00	211 E Shelton	1	4 On Property		279	Y			
lbrey & Sons Air Cond	034-011102-09	223 S Shelton	1	4 Curb		205,206	N			
Muy Pizza, Lic Plaza Hurt #236	032-015400-07	1330 S 14th	2	4 On Property		220	N			
Retama Pk Baptist	032-019000-08	515 E General Cavazos	1	4 On Property		223	N			
Don Brock Distributor, Inc	032-019600-06	330 E General Cavazos	1	4 On Property		231-234	N	4 DUMPSTERS SAME LOCATION		
Asian Buffet	032-020262-00	1608 S Brahma Ste A	2	3 Alley		236,237	N			
Sifolin Stockade	032-020152-04	1500 S Brahma	2	4 On Property		238	N			
Candy Squares Ltd	032-020315-03	1404 S Brahma	1	3 On Property		262	N			
Fastenal	033-013600-05	1715 S Brahma	1	3 Alley		263	N	2 DUMPSTERS, SAME LOCATION		
Ulrich, Steve	033-013660-00	1701 S Brahma D	1	3 Alley		532	N			
Sox Wireless Operations	043-010900-10	1101 E Caesar	1	3 On Property		241	N	2 DUMPSTERS IN VICINITY, ONE MAY BELONG TO QUEST DIAGNOSTICS		
Texas Car Title Payday Loan	032-020501-07	1114 S 14th	1	3 On Property		163	Y			
The Corner Depot	027-004909-03	1206 N 6th	1	4 Alley		390	N			
Columbus Bldg Assoc	037-001200-08	1600 N 14th	1	4 On Property		159	N			
Boat N Net	025-010950-03	1000 N 14th	1	3 On Property		544	N			
Kleberg Co Pks-Brookshire	046-001800-00	207th E Lott	1	3 On Property			N	3 Dumpsters here, highly visible, not previously identified in inventory		
Wild Horse Mall		Senator Carlos Tujan / HWY 77		On Property			N	1 Dumpster here, highly visible, not previously identified in inventory		
Twice the Ice		S Brahma / Loop 428		On Property			N			
Krueger, Michael J	033-013900-06	2001 S Brahma	1	3 On Property		267	N	1 Dumpster here, highly visible, not previously identified in inventory		
Double A's		14th / Nettie	1	3 On Property		417	Y			
Martorello, Fabrizio	037-013610-06	1220 E Corral	1	3 Curb			Y	1 Dumpster here, highly visible, not previously identified in inventory		
Sunny Market		Caesar / 14th	1	Alley			N	1 Dumpster here, highly visible, not previously identified in inventory		
COLEMAN CHARLES GREG		1217 S 6th	1	On Property			N	1 Dumpster here, highly visible, not previously identified in inventory		
ALLEN WARREN		1117 S 6th	1	On Property			N	L & M SUPERETTE STORE #2; 1 Dumpster here, highly visible, not previously identified in inventory		
WHITE LARRY L		Caesar / 6th	1	Alley			Y			

NAME	ACCOUNT	ADDRESS	TOTAL DUMPSTERS PER ACCOUNT	SIZE	ACCESSIBILITY	pdf pg #	Method R.O.W.	NOTES	BASE BID	ALTERNATE BID
THE KINGSVILLE CHRISTIAN		1021 S 6th	1		On Property		N	1 Dumpster here, highly visible, not previously identified in inventory		
LAWSON AUTOMOTIVE	083-012120-01	1916 S 6TH ST	1	1	On Property	259	N			
K2 Food Mart	034-008801-09	1824 S 6th	1	1	On Property	272	N			
KEEP IT KLEAN CAR WASH		729 W KING	1	1	On Property		N	1 Dumpster here, highly visible, not previously identified in inventory		
Betty Haass Realtors	016-003102-05	700 W Mesquite	1	1	Curb	95	Y			
EL MARIACHI'S RESTAURANT		631 W CORRAL	1	1	On Property		N	1 Dumpster here, highly visible, not previously identified in inventory		
Haleigh Rentals Llc	050-016600-05	630 E King	1	1	Alley	483	Y	3 DUMPSTERS IN CLOSE PROXIMITY		
Cafe 5	050-016402-09	632 E King	1	1	Alley	498	Y			
Michael, Krueger J	050-009102-00	617 E Kleberg	1	1	Alley	499	Y			
Kingsville Med Center	004-006500-08	227 W Kleberg	1	1	On Property	32	N	3 DUMPSTERS IN CLOSE PROXIMITY		
De La Garza, Larry R	004-006530-00	225 W Kleberg	1	1	On Property	33	N			
Olson Clinic	004-006500-06	223 W Kleberg	1	1	On Property	34	N			
Garcia Medical		418 S 6th St	1	1	On Property		N	1 Dumpster here, highly visible, not previously identified in inventory		
Comm Action Corp of South Texas	018-002000-07	400 E Nettie	1	1	Curb	134	Y			
GOODYEAR		230 S 6th	1	1	Curb		Y			

AGENDA ITEM #14

ORDINANCE NO. 2013-

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 CERTIFICATE OF OBLIGATION CAPITAL PROJECT FUNDS BUDGETS FOR VARIOUS PUBLIC WORKS DEPARTMENTS TO UTILIZE FISCAL YEAR 2011-2012 UNEXPENDED FUNDS & GENERAL FUND TO UTILIZE AUCTION REVENUES.

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

1.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2012-2013 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 091 General Fund Capital Projects

Capital

2	Fund Balance (FY 2012)	610.0			<u>\$186,153</u>
					<u>\$186,153</u>

Expenses

5-305.0 Street	Street Repair – Ailsie	521.01		<u>\$186,153</u>	
				<u>\$186,153</u>	

Fund 091 General Fund Capital Projects

Capital

2	Fund Balance (FY 2012)	610.0			<u>\$47,359</u>
					<u>\$47,359</u>

Expenses

5-302.0 Service Center	Building (Welding Shed)	713.00		\$22,822	
5-302.0 Service Center	Ground/Perm. Fixtures (Canopy)	591.00		<u>\$24,537</u>	
				<u>\$47,359</u>	

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
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Fund 062 CO 2005 Utility Fund Capital Projects

Capital

2		Fund Balance (FY 2012)	610.0		<u>\$56,200</u>
					<u>\$56,200</u>

Expenses

5-700.1 North Plant	Utility Plant. (influent valve)	543.00	\$20,000		
5-700.1 North Plant	Grounds & Perm Fixt (fence)	591.00	\$10,000		
5-700.1 North Plant	Building Maintenance (shed roof)	511.00	\$8,000		
5-700.1 North Plant	Building Maint. (Blower Bldg repair)	511.00	<u>\$18,200</u>		
			<u>\$56,200</u>		

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

Revenue

4-000 190.0-	Auction Revenue	920.00			<u>\$52,402</u>
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Expenses

5-305.0 Street	Vehicle/Machine Maint.	411.00	\$30,000		
5-170.2 Sanitation	Roll Outs & Dumpster	220.00	<u>\$5,525</u>		
5-170.3 Landfill	Veh/Mach Maint. (extended warranty)	411.00	<u>\$16,877</u>		
			<u>\$52,402</u>		

[To amend FY13 Certificate of Obligation Capital Project Funds budgets for various Public Works Departments to utilize FY12 unexpended funds as per the attached memo dated March 15, 2013 from Assistant Director of Public Works Budget and to amend the General Fund budget for the revenue received from auctioned vehicles and the requested usage.]

II.

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

III.

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

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

IV.

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

INTRODUCED on this the 25th day of March, 2013.

PASSED AND APPROVED on this the ____ day of April, 2013.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney



Public Works Department

361-595-8040

361-595-8042 Fax

DATE: March 15, 2013
TO: City Commission through City Manager
FROM: William Donnell, Asst. Director of Public Works

SUBJECT: Capital Projects Budget Amendment FY 12 Funds & FY 13 Auction Revenue

SUMMARY

This item authorizes the City Employees to make necessary purchase of the materials and to complete proposed projects.

BACKGROUND

Ailsie street repair:

Original FY 12: \$269,738.00

Spent FY 12: \$80,284.12 (Paving materials)

Remaining: \$189,093.88 (Paving materials)

Original FY 13: \$0

Proposed budget amendment FY 13: \$189,093.88 (091-5-305.0-521.01)

Welding shed:

Original FY 12: \$23,080.00

Spent FY 12: \$257.12 (Steel for racks)

Remaining: \$22,822.00 (Purchase and erect new shed)

Original FY 13: \$0

Proposed budget amendment FY 13: \$22,822.00 (091-5-302.0-713.00)

Gas Canopy:

Original FY 12: \$31,505.00

Spent FY 12: \$2,986.00

Remaining: \$27,736.00 (\$24,537.00 for Canopy installation, \$3,199.00 not needed for this project).

Original FY 13: \$0

Proposed budget amendment FY 13: \$24,537.00 (091-5-302.0-591.00)

16" influent valve:

Original FY 12: \$20,000.00

Spent FY 12: \$0

Remaining: \$20,000.00 (Replace force main valve)

Budgeted in FY 13: \$0

Proposed budget amendment FY 13: \$20,000.00 (062-5-700.1-543.00)

Fence Repair:

Original FY 12: \$10,000.00
Spent FY 12: \$0
Remaining: \$10,000.00 (Replace approx. 350' of fence)
Budgeted in FY 13: \$0
Proposed budget amendment FY 13: \$10,000.00 (062-5-700.1-591.00)

Equipment shed roof & Collections office roof:

Original FY 12: \$8,000.00
Spent FY 12: \$0
Remaining: \$8,000.00 (Replace roof on both buildings)
Budgeted in FY 13: \$0
Proposed budget amendment FY 13: \$8,000.00 (062-5-700.1-511.00)

Blower building repairs:

Original FY 12: \$20,000.00
Spent FY 12: \$1,800.00 (Grouting and repairs to cracks)
Remaining: \$18,200.00 (Replace doors and seal CMU walls)
Budgeted in FY 13: \$0
Proposed budget amendment FY 13: \$18,200.00 (062-5-700.1-511.00)

Street vehicle maintenance:

Original FY 13: \$54,000.00
Spent FY 13: \$54,000.00 (Vehicle Maintenance)
Auction revenue: \$30,000.00 (Sale of landfill compactor)
Proposed budget amendment FY 13: \$30,000.00 (001-5-305.0-411.00)

Dumpster purchase:

Auction revenue FY 13: \$5,525.00 (Sale of garbage trucks)
Proposed budget amendment FY 13: \$5,525.00 (001-5-170.2-220.00)

Power Train extended warranty Landfill compactor:

Auction revenue FY 13: \$13,386.00 (Sale of landfill compactor)
Proposed budget amendment FY 13: \$13,386.00 (001-5-170.3-411.00)

Engine extended warranty Landfill compactor:

Auction revenue FY 13: \$3,509.00 (Sale of landfill compactor)
Proposed budget amendment FY 13: \$3,509.00 (001-5-170.3-411.00)

RECOMMENDATION

Proposed budget amendment is important to buy the materials and make the needed repairs to complete the proposed projects. Staff recommends proceeding with the approval of proposed budget amendment.

FINANCIAL IMPACT

Detail of the Budget amendment is mentioned above

Approved

Vincent Capell, City Manager

AGENDA ITEM #15



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE: March 1, 2013
TO: City Commission through City Manager
FROM: David Mason, Purchasing/IT Director
SUBJECT: RFP 13-08 Water Well # 19 Pump House

SUMMARY

This item will authorize the construction of the new pump house for water well #19.

BACKGROUND

The design of the current pump house with below grade location of the pumps allows for the submersion of the pumps in flood or near flood conditions. Preliminary analysis done by Ferrell/Brown Architects in January 2012 estimates the cost to restore the pump house to bring the pumps to ground level or above to be \$246,000, not including new pumps, piping, fittings, electrical, etc. These costs are estimated to be at least \$100,000 or more. Also, well #19 is the best well in terms of water quality and quantity capable of pumping 900gpm. For these reasons it was decided to seek bids on a new well house complete with new pumps, piping, fixtures, electrical, etc. Also, this allows for possible adaptive reuse of the building by the Volunteer Fire Department to park the antique La France Fire Truck as well as other uses consistent with the surrounding area's features such as the garden and park.

The City of Kingsville was assisted in the design and bid process by Mr. Homero Castillo, P.E. of Alpha Engineering in this project. We advertised the proposal on January 13 and January 20, 2013, as well as posting the information on the City of Kingsville website. A prebid meeting was held Tuesday, January 29, 2013 at 10:00 am with site visitation. A total of eleven (11) persons including City staff attended the meeting.

RECOMMENDATION

It is recommended the bid be awarded to local contractor, Rusty Van Fleet Construction. As viewed on the attached bid tab, Van Fleet is low bidder at \$287,000.00. Mr. Bill Donnell, Assistant Public Works Director, and Homero Castillo, PE, concur with attached documentation.

FINANCIAL IMPACT

This action will expend \$287,000.00 from fund 054, Capital Projects. Fund 54 capital projects are cash funded from utility revenues.

Approved

Vincent Capell, City Manager

David Mason

From: Naim Khan
Sent: Friday, March 15, 2013 10:46 AM
To: David Mason
Subject: FW: Well #19 Pump House

From: Naim Khan
Sent: Friday, March 15, 2013 8:32 AM
To: Mark Rushing
Cc: Joe Casillas; Bill Donnell
Subject: FW: Well #19 Pump House

Mark,

You wanted to know why the budget for pump house #19 has gone up from initial budget of \$200,000 to \$287,000.

Budget numbers for pump house 19 were based on the pump house for water well 24 which was built a few years ago. During estimating the cost, we thought that we would use the same drawings for the new building so we did not include any engineering cost (\$15,000). Latter on we found out that we have to include SCADA and plumbing in our building design, so we hired a local engineer. In Pump house for Well 24, no SCADA and plumbing was included . That is the reason final cost has gone up.

Thank you,

Naim Khan, P.E., CFM
Director of Public Works/City Engineer
200 E. Kleberg
Kingsville, Texas 78363
Phone: (361) 595 8007
Fax: (361) 595 8035

Owner: City of Kingsville 200 East Kleberg Ave., Kingsville, Texas 78363 Phone: 361-595-8005 Fax: 361-595-8035	Engineer: Alpha Engineering P.O. Box 1251, Kingsville, Texas 78364 Phone: 361-592-2977 Fax: 361-592-3177	Bid Opening: Location: Owner's Address Date: Thursday, 07-February-2013 Time: 1:30 P.M.
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Bidder:	A. R. Van Fleet	B. Division 16	C. Barcom	D. Keithston	E. JE Construction
	✓ Bid Bond Cashiers	✓ Bid Bond Cashiers	✓ Bid Bond Cashiers	✓ Bid Bond Cashiers	✓ Bid Bond Cashiers
Description:	Unit \$	Unit \$	Unit \$	Unit \$	Unit \$
Quantity	Total \$	Total \$	Total \$	Total \$	Total \$
1. Pump House Building	Lump	2	71,000	66,790	89,020
2. Mechanical	Lump	1	129,000	142,500	119,523
3. Electrical, SCADA, Controls	Lump	1	79,000	76,500	121,165
4. Disinfection and Start Up	Lump	1	2,400	2,500	25,825
TOTAL BASE BID 1 THRU 4			287,400	288,290	340,551
Deduct Alt. 1: Cement Stucco	Lump	1	7600	3000	4080
Deduct Alt. 2: Roof	Lump	1	3000	500	4000

and

Signature



PUBLIC WORKS DEPARTMENT

DATE: March 1, 2013
TO: Mr. Capell, City Manager
FROM: William Donnell, Asst. Public Works Director
SUBJECT: Water Well No. 19 Pump House Bid Recommendation

I have reviewed the bids for Well #19 Pump House that were opened on February 7, 2013. The low bidder for Pump House project is Rusty Van Fleet Construction in the amount of \$287,400.00. I recommend awarding the Well #19 Pump House project to Rusty Van Fleet Construction in the amount of \$287,400.00. This project is budgeted in Fund 054 Capital Projects.

MEMORANDUM

TO:	Mr. Naim Khan, City Engineer	FROM	Homero Castillo, PE
COMPANY:	City of Kingsville	DATE:	11 February 2013
PHONE NUMBER:	361-595-8005	TOTAL NO. OF PAGES	1
FAX NUMBER:	361-595-8035	JOB NO.	1204-04
REFERENCE:	Water Well 19 New Pump House	<input type="checkbox"/> PLEASE REPLY	
		<input checked="" type="checkbox"/> CONSIDER AS ORIGINAL	

Attached for your convenience are the following documents.

- A. Bid Tabulation Form
- B. Bid Opening Attendance Roster

In review of the bids submitted, Rusty Van Fleet Construction is the apparent Lowest qualified bidder.

Base Bid: \$ 287,400
Deduct Alt. 1: - \$ 7,600 (Cement Stucco)
Deduct Alt 2 : - \$ 3,000 (Standing Seam Metal Roof)

I know and have worked with Mr. Rusty Van Fleet for many years and have found him to be an excellent construction contractor, in good standing with other Owners of previous construction projects, and is well qualified to construct these proposed facilities.

Conclusively, I recommend the project be awarded to Rusty Van Fleet Construction, Inc. for the Base Bid amount of \$287,400.

If you have any questions or comments, please do not hesitate to call me.

COPY

AGENDA ITEM #16

ORDINANCE NO. 2013-

AN ORDINANCE AMENDING THE FISCAL YEAR 2012-2013 BUDGET FOR THE WATER DEPARTMENT TO FUND WELL HOUSE #19.

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 2012-2013 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 GF Capital Projects Fund

Capital

2 Fund Balance	Unreserved Fund Bal.	610.00	\$200,000	
			<u>\$200,000</u>	

Expenses

5-600.2 Water Production	Well House	720.00		\$200,000
				<u>\$200,000</u>

Capital

2 Fund Balance	Unreserved Fund Bal.	610.00		\$102,400
				<u>\$102,400</u>

5-600.2 Water Production	Water Well	720.00	\$102,400	
			<u>\$102,400</u>	

[To correct the FY13 Utility Fund – Capital Projects \$200,000 duplicate budgeting for the Well House #19. In addition, this budget amendment will provide for the additional \$15,000 engineering design and \$87,400 construction cost.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 25th day of March, 2013.

PASSED AND APPROVED on this the day of April, 2013.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

CITY OF KINGSVILLE



P. O. BOX 1458 – KINGSVILLE, TEXAS 78364

March 15, 2013

Vince Capell
City Manager
City of Kingsville
P.O. Box 1458
Kingsville, Texas 78364

Re: Budget Amendment – Water Well #19

Mr. Capell,

During the budget process last summer there was a \$200,000 duplicate budget amounts appropriated in error. This occurred on 2 different line items as follows:

054-5-600.2-720.19	Water Well	\$200,000
054-5-600.2-720.20	Well House	\$200,000

This error occurred when using the new "Budget Listing" Incode software and turnover in the Accounting Manager position. As a result, I have attached a budget amendment restoring \$200,000 to the Fund 054 Utility Fund - Capital Projects Fund Balance. Fund 054 Utility Fund - Capital Projects are cash funded meaning that the expenditure is paid using operating revenues and not Certificate of Obligation proceeds.

Sincerely,

Mark A. Rushing

Mark A. Rushing

David Mason

From: Naim Khan
Sent: Friday, March 15, 2013 10:46 AM
To: David Mason
Subject: FW: Well #19 Pump House

From: Naim Khan
Sent: Friday, March 15, 2013 8:32 AM
To: Mark Rushing
Cc: Joe Casillas; Bill Donnell
Subject: FW: Well #19 Pump House

Mark,

You wanted to know why the budget for pump house #19 has gone up from initial budget of \$200,000 to \$287,000.

Budget numbers for pump house 19 were based on the pump house for water well 24 which was built a few years ago. During estimating the cost, we thought that we would use the same drawings for the new building so we did not include any engineering cost (\$15,000). Latter on we found out that we have to include SCADA and plumbing in our building design, so we hired a local engineer. In Pump house for Well 24, no SCADA and plumbing was included . That is the reason final cost has gone up.

Thank you,

Naim Khan, P.E., CFM
Director of Public Works/City Engineer
200 E. Kleberg
Kingsville, Texas 78363
Phone: (361) 595 8007
Fax: (361) 595 8035

AGENDA ITEM #17

RESOLUTION #2013-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MARKETING AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC. D/BA/ SERVICE LINE WARRANTIES OF AMERICA ("SLWA"); REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville is a member of the National League of Cities (NLC) and has previously offered to its citizens programs sponsored by NLC;

WHEREAS, NLC is sponsoring a Service Line Warranty Program, which markets affordable external utility (water & sewer) service line warranties to consumers;

WHEREAS, the City would like to offer NLC's Service Line Warranty Program to its customers through the Marketing Agreement attached hereto at a 12% discount from the standard rates offered to residents in other areas;

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 Marketing Agreement Between Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA") and the City of Kingsville, Texas 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 25th day of March, 2013.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

February 15, 2013

Ms. Mary Valenzuela
City Secretary
City of Kingsville
P.O. Box 1458
Kingsville, TX 78364

**RE: Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a
Service Line Warranties of America ("SLWA")**

Dear Ms. Valenzuela:

We have discussed entering into a marketing agreement between the City of Kingsville (the "City") and SLWA.

SLWA provides affordable utility service line warranties to consumers. It is SLWA's understanding that, in consideration of SLWA offering its external sewer and external water line warranties (the "Warranties") at a 12% discount from its standard rates to the Residents (as defined below) the City has agreed to cooperate with SLWA in marketing SLWA's services to City's residents and homeowners (the "Residents") as described below:

1. City hereby grants to SLWA a non-exclusive license to use City's name and logos on letterhead and marketing materials to be sent to the Residents from time to time, and to be used in advertising, all at SLWA's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.
2. As consideration for such license, SLWA shall offer the Warranties to the Residents at a rate that is 12% less than its standard rate for Warranties offered elsewhere.
3. The term of this marketing agreement will be for one year from the date of the execution of the acknowledgement below and this agreement will then renew on an annual basis unless one of the parties gives the other advance written notice of at least 90 days that it does not intend to renew this marketing agreement. City may terminate this marketing agreement 30 days after giving notice to SLWA that SLWA is in material breach of this agreement if such breach is not cured during such 30-day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this marketing agreement after which time, neither party will have any further obligations to the other and the license described in this letter will terminate.
4. SLWA shall indemnify, hold harmless, and defend City, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a "Claim") resulting from the negligence or willfulness of SLWA in connection with, arising out of or by reason of this marketing agreement, provided that the applicable indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any indemnitee hereunder may participate in its, his, or her own defense,

but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

If City agrees that the foregoing fully and accurately describes the agreement between City and SLWA, please arrange to have a duly authorized representative of City execute and date the acknowledgement below in each of the duplicate original versions of this letter and return one to me in the enclosed self-addressed stamped envelope.

If you have any questions or wish to further discuss this marketing agreement, please do not hesitate to contact **Brian Davis** via email at bdavis@utilitysp.net or by phone at (214) 476-3430.

Very truly yours,

Utility Service Partners Private Label, Inc.

By: _____

Print Name: Philip E. Riley, Jr.

Title: President & CEO

By: _____

Print Name: Brad H. Carmichael

Title: Vice President

Acknowledged and Agreed:


City hereby acknowledges and agrees that the foregoing letter fairly and accurately describes the agreement between City and SLWA as of the date of this acknowledgement.

City of Kingsville, TX:

By: _____ Date: _____

Print Name: _____

Title: _____

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Utility Service Partners
11 Grandview Circle Suite 100
Canonsburg PA 15317
Tel: 866-974-4801
Email Us

To visit our consumer site,
please click here.

Please direct all media queries to:
Hayley Martin
Marketing Specialist
Phone: 724-749-1042
Cell: 724-579-5890
Fax: 724-229-4520
Email: hmartin@utilitysp.net

To learn more about the NLC Service Line Warranty Program and how we might help your residents, please contact your business development team member below.

BRAD CARMICHAEL

Vice President, Business Development

Contact details:

724-749-1003

bcarmichael@utilitysp.net**MICHAEL CONDUFF**

National Account Executive

Voice: 940-382-3945

Mobile: 940-453-3116

mconduff@utilitysp.net**JEFF OLSON**

Regional Account Manager

Contact details:

724-470-8037

jolson@utilitysp.net**BRIAN DAVIS**

Regional Account Manager

Contact details:

214-476-3430

bdavis@utilitysp.net**OSCAR ARRAS**

Regional Account Manager

Contact details:

214-632-6947

oarras@utilitysp.net**MIKE CHAMBERS**

Regional Account Manager

Contact details:

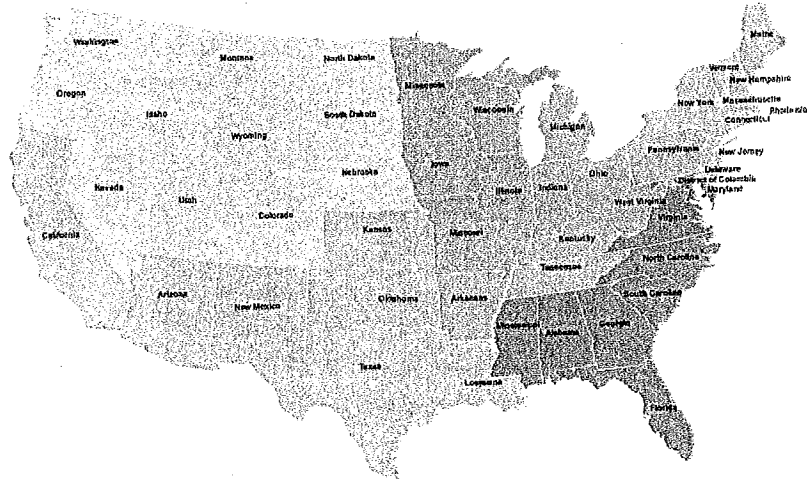
724-678-6075

mchambers@utilitysp.net**MICHAEL P. MADDEN**

Regional Account Manager

Contact details:

407-616-2239

mmadden@utilitysp.net**PARTNERS**[Partner Materials](#)[HOME](#)[OVERVIEW](#)[PARTICIPATING IS EASY](#)[CAREERS](#)[FAQS](#)[ROLL OUT MAP](#)[CASE STUDY](#)[TESTIMONIALS](#)[PARTNERSHIPS](#)[NEWS](#)[ABOUT US](#)[CONTRACTOR NETWORK](#)[CONTACT US](#)**BBB Rating:****A+**

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NLC SERVICE LINE WARRANTY PROGRAM

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EXPENSIVE LINE FAILURES SOLUTION

The NLC Service Line Warranty Program, administered by Utility Service Partners, helps city residents save thousands of dollars on the high cost of repairing broken or leaking water or sewer lines. This program is offered at no cost to the city.

REPAIR SAVINGS

Residents who have not set aside money to pay for an unexpected, expensive utility line repair, now have an opportunity to obtain a low cost warranty that will provide repairs for a low monthly fee, with no deductibles or service fees. The work is performed by licensed, local plumbers who will call the customer within one hour of filing a claim. The repair is performed professionally and quickly, typically within 24 hours. USP provides a personally staffed 24/7 repair hotline for residents, 365 days a year.

IMPLEMENTATION

Once your city has approved participation in the program, start up is simple. The program is designed for a quick launch, taking up little of your city employees' valuable time:

1. Execute the simple, one page contract provided by USP.
2. Approve the recommended Press Release (this is designed as a general notice to reduce resident confusion and calls to the city with questions).
3. Approve the Campaign Letter provided by the USP Marketing team.
4. Access monthly reports via the web.

BENEFITS

- NO COST for the city to participate
- Generates revenue for your city
- Affordable rates for residents
- 24/7 Customer Service
- Service from trusted, local contractors
- Peace of mind for your residents
- Reduces local officials' frustration
- Easy implementation
- Fewer citizen complaints
- All repairs performed to local code

MORE INFORMATION

To learn more about this program, visit NLC's website at: <http://www.nlc.org/find-city-solutions/savings-and-solutions> or contact Cynthia Cusick, Program Director, at cusick@nlc.org or (202) 626-3182.

BUILDING PEACE OF MIND, ONE COMMUNITY AT A TIME.

This program is administered by Utility Service Partners (USP). USP is solely responsible for the implementation and operation of the program.

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The NLC Service Line Warranty Program, administered by Utility Service Partners, helps city residents save thousands of dollars on the high cost of repairing broken or leaking water or sewer lines. This program is offered at no cost to the city.

WATER LINE WARRANTY

The Water Line Warranty covers the buried, outside water line that runs from the point of the utility connection to the foundation of the home. This warranty provides coverage of up to \$4,000 for each water line repair plus an additional \$500 for public sidewalk cutting if needed. In special circumstances, USP can alternately provide additional coverage of up to \$4,000 for public road cutting if required by local city code and ordinance.

Please note – some cities require special coverage caps to reflect local conditions. Please contact USP to determine if such special caps are needed in your city.

SEWER LINE WARRANTY

The Sewer Line Warranty covers the buried, outside sewer line that runs from the foundation of the home to the main line. This warranty provides coverage of up to \$4,000 for each sewer line repair plus an additional \$4,000 for public road cutting if needed.

Please note – some cities require special coverage caps to reflect local conditions. Please contact USP to determine if such special caps are needed in your city.

BOTH WARRANTIES FEATURE:

- No annual/lifetime limits.
- No hidden service fees.
- Over 98% claim approval rate.
- 24-hour hotline.
- Network of local, trusted and professional contractors.
- Contractors will arrive quickly for repairs - usually within 24 hours.
- Local code and permits employed.
- 9 out of 10 of our customers would recommend us to a friend.

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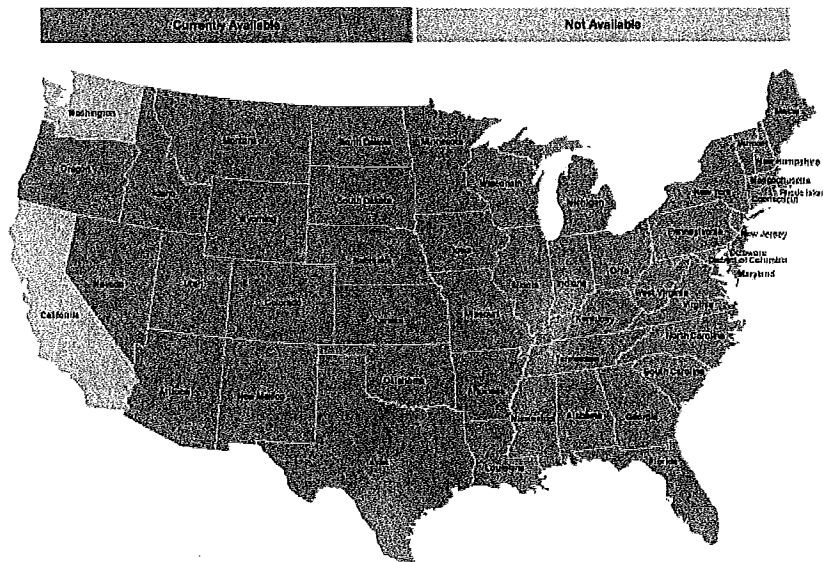
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Headquartered in Canonsburg, PA, Utility Service Partners, Inc. (USP) is one of the largest independent providers of service line warranties in North America with a portfolio of over 430,000 products in the U.S.

Since its formation in September 2003, USP has pioneered partnerships with city/municipal governments and utilities to provide utility line warranties to their customers. USP is proud to have been selected by the National League of Cities (NLC) as a warranty service provider and awarded a North Central Texas Council of Governments (NCTCOG) master contract.

USP's management team has a deep rooted understanding of brand management, customer service, and relationship management having developed the utility service line warranty program at CNG in the mid-1990s. USP is a portfolio company of Macquarie Capital, part of Macquarie Group Limited, one of the world's largest owners and managers of utility and infrastructure assets with over \$300 billion in assets under management worldwide.

To visit our consumer site, please click [here](#).




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We are very proud to have the privilege of partnering with cities across America. The list below represents our current partners. If you are interested in learning more about these partnerships, please contact us at 866-974-4801.

Alabama

Brent



Roanoke



Anniston

Arizona

Avondale

City of Phoenix
Phoenix**Arkansas**

North Little Rock

Colorado

Cedaredge



Englewood



Leadville



Northglenn



Sheridan



Craig

ConnecticutWater Pollution Control
Authority in the Town of
Harwinton**Florida**

Valparaiso



Lauderdale Lakes



Riviera Beach



Greenacres



Fort Lauderdale

Georgia

Atlanta



Union City



Auburn



Garden City



Powder Springs



East Point

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Illinois



Orland Hills



Quincy



Franklin Park



Greenville



North Chicago



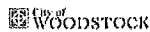
Maywood



Rock Falls



Westchester



Woodstock



Hanover Park

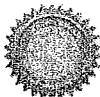


Sauk Village



Brookfield

Indiana



Palmyra

Iowa



Cresco



Belmont



Rolfe



Griswold



Lovilia



Marshalltown



Ely



Sheffield



Conrad



Decorah



Wayland

Kansas



Prairie Village



Hillsboro



Roeland Park



Hutchinson



El Dorado



Ottawa



Edwardsville



Dodge City



Derby

Kentucky



Edgewood



Dayton

Maryland



District Heights



Hurlock

Michigan



Saline



Huntington Woods



Berkley



Harper Woods



Pleasant Ridge

Minnesota



Buffalo



Columbia Heights



St. Louis Park

Nebraska



South Sioux City



Papillion

North Carolina



Hendersonville



Mooresville



Snow Hill



Whiteville





































Albemarle

North Dakota



Grafton

Ohio	 Harrison	 Toronto	 Whitehouse	 Pickerington
	 Dayton	 Riverside		
Oklahoma	 Lawton	 Stillwater		
	 Cottage Grove			
Pennsylvania	 Charleroi	 North Charleroi	 West Chester	 Wilkes-Barre
	 York	 East Stroudsburg	 Shippensburg	 Farrell
South Carolina	 Carlisle	 Union	 Manning	 Lexington
South Dakota	 Aberdeen			
Texas	 Bryan	 Brazoria	 Crandall	 Denison
	 Kennedale	 Kyle	 Mercedes	 Navasota
	 Roanoke	 Sanger	 Wahacene	 City of Abilene

Roanoke



Duncanville

Sanger



Forney

Waxahachie



DeSoto

Abilene



Plano



Uvalde



Midland



Forest Hill



Rowlett



Odessa

West Virginia



Beckley



Buckhannon



Clarksburg



Hinton



Lewisburg



Moundsville



Oak Hill



Princeton



Stonewood



Keyser



Ronceverte



Rupert



Bridgeport



Rainelle

Wisconsin



Milwaukee

Wyoming



Douglas



Green River




Cody



Casper

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1. Upon approval from city council (if applicable), execute one-page contract provided by USP (upon contract execution, USP will immediately begin to recruit and screen local contractors)

2. Approve Press Release provided by USP (general notice to eliminate resident confusion/city calls) and if desired, distribute to local media and/or post to the city website

3. Send the following to USP for the creation of the citizen solicitation letter:

- City Seal artwork, if available
- Name/Title of designated signor plus signature
- City Address for outer envelope
- Zip+4 list of city territory

4. Approve Campaign Letter provided by USP

5. Access Monthly Reporting via the web

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PROGRAM HIGHLIGHTS:

- Endorsed by the National League of Cities, NCTCOG, and multiple state municipal leagues.
- Over 165 cities nationwide enrolled in program (Plano, Abilene, Odessa, Lewisville, Duncanville, DeSoto, Midland, Rowlett, Lancaster, Crandall, Forney, Sanger, Phoenix, San Diego, Kansas City, Las Vegas, Atlanta, Milwaukee)
- Examples of City Homeowner Savings (how much \$ we have paid to city based plumbers for repairs):
 - o Atlanta- over \$700,000 in three years
 - o Abilene- over \$200,000 in 18 months
 - o Lawton- over \$175,000 in 18 months
 - o Plano- over \$200,000 in 9 months
- 100% Optional for City Homeowner
- 20% - 30% Household Participation Within 3 – 4 Years
- A+ Accredited Better Business Bureau Company
- ZERO BBB Complaints in 6 Years of Accreditation
- Only Partners with City Based Plumbing Contractors (must be licensed)
- Free for City to Participate (we cover cost of mailings, billing, etc.)
- 97% Customer Satisfaction Rating
- 100% of Customers Surveyed said the City Brand was “Strengthened” by Program
- 100% of Cities Surveyed said they would Recommend Program to Other Cities
- Exclusive Access to Homeowners (City Controls Message and No Letters Will Be Sent to Homeowners Without City Participation)

EXAMPLE OF REPLACED SEWER LINE (without city participation)

- Homeowner discovers they need a sewer line replacement
- City informs homeowner that this is an expense the homeowner must cover
- Homeowner hires a plumber and spends \$3,000 to have a new sewer line installed
- Homeowner is out of pocket \$3,000 (if they can afford it) and will likely hire a plumber that is not based inside the city limits
- Replacement may or may not be performed to code

EXAMPLE OF REPLACED SEWER LINE (with city participation)

- Homeowner discovers they need a sewer line replacement
- Homeowner contacts NLC Service Line Warranty Program

- City does not have to dispatch a crew member to check out line (this is a savings to city hall)
- A city based plumber comes out and replaces the sewer line
- \$3,000 is paid to city based plumber by NLC Service Line Warranty Program (and not by homeowner)
- Homeowner is out of pocket zero dollars- no cost for repair, no service call charge, no deductible
- \$3,000 stays in the local economy
- Citizen thankful to city for helping them avoid a catastrophic and unexpected expense

CITY TESTIMONIALS:

"The program payouts out been huge for our homeowners (over \$150,000 in water and sewer line repairs in 18 months). It really illustrates the fact that the program is responsive. Please feel free to send potential participating cities to me for an outstanding reference! " Bryan Long City Manager (Interim)

City of Lawton, OK

"The Service Line Protection Program helps Phoenix residents and the city government. Revenue from the program goes to core city services like police, fire, parks, libraries and senior centers, and the warranties give residents an option for repairs to their sewer and water lines." John Brodsky Public Information Officer **City of Phoenix, AZ**

"Passing the 10,000 participant mark is certainly a major milestone for us, but it was not entirely unexpected as we were confident that our residents would embrace the benefits of this program. Strength in participation brings benefits to our entire community. Our residents are able to avoid the high costs of unexpected repairs, our economy benefits since local contractors perform the repair work, and our city benefits from the new source of revenue." Joe Davis Alderman **City of Milwaukee, WI**

"The NLC Service Line Warrant Program is affordable for families on a tight budget. If you have ever had to pay a plumber for a service line problem, you know that a program like this basically pays for itself. This kind of coverage is important to have in these tough financial times." Robert Wooten Public Works **City of Avondale, AZ**

"After three years of program participation, we continue to receive compliments from our constituents on our sharing this opportunity with them. Many have signed up and for those who have had to use the service, we have not received any complaints. The City places all program revenue in our "Care and Conserve Fund." This fund is used to educate our citizens about water conservation, assist Senior and

Low-income residents with their water bills and help them with minor repairs. I am sure your City will be happy with your partnership with the NLC Service Line Protection Program." Felicia Moore
Councilmember, **City of Atlanta, GA**

"This program is a win-win for the city. Implementation is easy because USP takes care of everything – from the marketing to the billing and customer service. It's great to be able to bring such a valuable program to our residents; they appreciate the peace of mind this coverage provides." Emmett Pugh
Mayor, **City of Beckley, WV**

"This program has been available to Clarksburg's residents for nearly two years, and it's a real winner. Resident satisfaction is high and it's a lot easier to tell citizens about this great new service rather than explain why they are on the hook for costly repairs." James C. Hunt Former Councilmember, **City of Clarksburg, WV**

"We are absolutely delighted to make this warranty program available to our citizens. After careful review of this NLC program, and very prompt and satisfactory negotiations with Utility Service partners, we believe that our residents will appreciate the opportunity and peace of mind of participating in this important coverage." Jim Woodward Former Mayor, **City of Englewood, CO**

CUSTOMER TESTIMONIALS:

Don't take our word for it — residents are speaking out about the many program benefits and are quickly spreading the word. The NLC Service Line Warranty Program is providing a valuable service to communities across the U.S., and your city can also be among the many to make a difference. Here's what residents and cities are saying about the program:

"Very professional. The service was faster with your company. You have raised the bar of what to expect. Thanks!"

-- *John S., Lawton, OK*

"Thank you for the quick response to my telephone call and the professional work performed by the

plumbing company."

-- Robert H., Carrollton, TX

"The overall service and promptness of the service is highly recommended. I am very satisfied. I'm very happy that such a service existed here in F.I. and I will continue to take advantage of all the programs available."

-- John E., Rock Falls, IL

"Great job all around. I'm very happy with the way this was handled. Thank you."

-- Candi B., Northglenn, CO

"Thank you so much for this service. It has eased our minds of worry over any sewer issues."

-- Frank G., El Dorado, KS

"I have lived in my house for over 20 years without any sewer issues. This service was offered to residents in May and little did I know I would benefit from the service plan."

-- Marie P., Hanover Park, IL

"My service was done by Amigo Plumbing who were excellent. They kept me informed through every step of what was happening."

-- Barbara T., Avondale, AZ

"We would recommend this program to anyone with old service lines."

-- *Tony H., Englewood, CO*

"I appreciate the opportunity to have the sewer line warranty and was thrilled to have it when my sewer was backing up and your company took care of it."

-- *Marcy K., Hutchinson, KS*

"Very happy I got the help I needed on a timely basis."

-- *Kevin M., Columbia Heights,*