

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, JANUARY 25, 2021 REGULAR MEETING

**CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
5:00 P.M.**

**Conference Line call: 1 (415) 655-0001 and
when prompted type access code: 126 210 9951 #**

OR

Live Videostream: <http://www.cityofkingsville.com/webex>

I. Preliminary Proceedings.

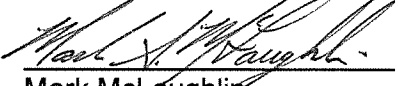
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting-January 11, 2021

APPROVED BY:


Mark McLaughlin
City Manager

****AUDIENCE AND PRESENTER SOCIAL DISTANCING
AND PUBLIC TESTIMONY AND PUBLIC HEARING INPUT
AT PUBLIC MEETINGS OF THE CITY COMMISSION. To**

reduce the chance of COVID-19 transmission, public meetings will be held in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with members of Community, City Staff, and City Commission. Public testimony and public hearing input for Public Comment and all items on the agenda at public meetings of the City Commission shall be provided in written format and presented to the City Secretary and/or designee prior to the start of each meeting of the City Commission. This testimony and/or public input shall be in accordance with the City Secretary's instructions, which shall be posted on the City Secretary's outdoor public bulletin board at City Hall and on the City website and allow for electronic submission. The written public testimony shall be provided to members of the City Commission prior to voting on measures for that meeting. Written testimony shall be limited in accordance with the City Secretary requirements and shall be placed into the record of each meeting. This written testimony shall serve as the required public testimony pursuant to Texas Government Code section 551.007 and shall constitute a public hearing for purposes of any public hearing requirement under law. The meeting may be held telephonically or via videoconference; and, if so conducted, the public may participate remotely by following the instructions of the City Secretary which would be posted on the City Secretary's outdoor public bulletin at City Hall and on the City website.

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

1. None.

III. Reports from Commission & Staff.²

"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, Condemnation Update, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, Golf Course, Library Summer Programs, Grants Update. 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 an ordinance amending the zoning ordinance by changing the zoning map in reference to Haggerton, Lot 2, (4.71 acres) also known as Property ID 18610, located near East Trant Road and Golf Course Road, Kingsville Texas from AG (Agriculture District) to R1 (Single-Family District). (Planning & Economic Development Director).
2. Motion to approve an ordinance amending the Fiscal Year 2020-2021 budget to purchase a mower to replace old one for Code Compliance. (Director of Planning & Development Services).

3. Motion to approve an ordinance amending the Fiscal Year 2020-2021 budget to appropriate remaining manhole rehabilitation project costs for TxCDBG Grant #7218269. (Finance Director).
4. Motion to approve a resolution authorizing the Police Chief to execute a Cooperative Working Agreement with Crime Victim Services. (Police Chief).
5. Motion to approve a resolution authorizing the City of Kingsville to continue participation in the Texas Main Street Program, authorizing the Mayor to execute the Texas Main Street Locally Designated Program 2021 contract, and designating Downtown Manager Brenda Joyas as the Main Street Program Manager for the City of Kingsville to coordinate program activities. (Downtown Manager).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

6. Consider awarding RFP #21-01 for N. Armstrong Street Improvements from Santa Gertrudis Ave. to Kenedy Ave. as per staff recommendation, and consider a resolution authorizing the City Manager to enter into a Standard Form of Agreement between the City and Contractor on the Basis of a Stipulated Price for North Armstrong Street Improvements from Santa Gertrudis Avenue to Kenedy Avenue. (City Engineer).
7. Consider awarding RFQ #21-02 for Professional Engineering Services for drainage improvement projects to be funded by the Flood Infrastructure Fund grant program administered by the Texas Water Development Board, as per recommendation of the Evaluation Committee. (City Engineer).
8. Consider appointment of Dr. Maria Ayala-Schuneman to the Hotel Occupancy Tax Advisory Board to fill the Conner Museum position, for a two-year term. (Tourism Director).
9. Consider appointment of Bruce Harvill to the Main Street Advisory Board for a two- year term. (Downtown Manager).
10. Discuss the proposed 2021 Kingsville Main Street Action Plan. (Downtown Manager).
11. Discuss master plan process and consider Local Development Scheme. (Planning & Economic Development Director).
12. Consider a resolution applying for and accepting funds for Operation Stonegarden Grant #3194306 with the Homeland Security Grants Division of the Governor's Office for Border Security to interdict criminal activity with no anticipated cash match; authorizing the Kingsville Chief of Police to act on the City's behalf with such program. (Police Chief).
13. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to accept and expend funds awarded to for the Police Department for the 20-21 Operation Stonegarden Grant #3194306. (Police Chief).
14. Discuss and consider starting the process to construct a new covered livestock barn at JK Northway grounds (and allocate funding source) to likely be funded with venue tax. (City Manager).
15. Consider a resolution authorizing the City Manager to enter into an Access Agreement for the Use and Right of Entry onto Property with AD Environmental Services, LLC for Harbur & Harbur, L.P. (for monitoring well in R.O.W. off Ailsie St.). (Public Works Director).

VII. Adjournment.

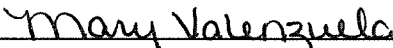
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

NOTICE

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board located at City Hall, 400 West King Ave, 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:

January 21, 2021 at 3:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



Mary Valenzuela, TRMC, CMC, City Secretary
City of Kingsville, Texas

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

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

MINUTES OF PREVIOUS MEETING(S)

JANUARY 11, 2021

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JANUARY 11, 2021 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor
Norma N. Alvarez, Commissioner
Ann Marie Torres, Commissioner

CITY COMMISSION ABSENT:

Hector Hinojosa, Commissioner
Edna Lopez, Commissioner

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Janine Reyes, Tourism Director
Derek Williams, IT
Uchechukwu Echeozo, Director of Planning & Development Services
Deborah Balli, Finance Director
Susan Ivy, Parks Director
Rudy Mora, Engineer
Bill Donnell, Public Works Director
Ricardo Torres, Police Chief

CITY STAFF ATTENDING VIA WEBEX:

Emilio Garcia, Health Director
Diana Gonzales, Director of Human Resources

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with three Commission members present. Commissioner Hinojosa and Commissioner Lopez absent.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting - December 14, 2020

Special Meeting - December 15, 2020

Motion made by Commissioner Alvarez to approve the minutes of December 14, 2020 and December 15, 2020 as presented, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Alvarez, Torres, Fugate voting "FOR".

****AUDIENCE AND PRESENTER SOCIAL DISTANCING AND PUBLIC TESTIMONY AND PUBLIC HEARING INPUT AT PUBLIC MEETINGS OF THE CITY COMMISSION.**

To reduce the chance of COVID-19 transmission, public meetings will be held in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with members of Community, City Staff, and City Commission. Public testimony and public hearing input for Public Comment and all items on the agenda at public meetings of the City Commission shall be provided in

written format and presented to the City Secretary and/or designee prior to the start of each meeting of the City Commission. This testimony and/or public input shall be in accordance with the City Secretary's instructions, which shall be posted on the City Secretary's outdoor public bulletin board at City Hall and on the City website and allow for electronic submission. The written public testimony shall be provided to members of the City Commission prior to voting on measures for that meeting. Written testimony shall be limited in accordance with the City Secretary requirements and shall be placed into the record of each meeting. This written testimony shall serve as the required public testimony pursuant to Texas Government Code section 551.007 and shall constitute a public hearing for purposes of any public hearing requirement under law. The meeting may be held telephonically or via videoconference; and, if so conducted, the public may participate remotely by following the instructions of the City Secretary which would be posted on the City Secretary's outdoor public bulletin at City Hall and on the City website.

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

1. Public Hearing to consider an ordinance amending the zoning ordinance by changing the zoning map in reference to Haggerton, Lot 2 (4.71 acres), also known as Property ID 18610, near East Trant Road and Golf Course Road, Kingsville Texas from AG (Agriculture District) to R1 (Single-Family District), applicant/owner Cesar E. Silva. (Planning & Economic Development Director).

Mayor Fugate read and opened this public hearing at 5:04 P.M.

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

Mr. Mark McLaughlin, City Manager announced that the applicant is requesting a rezone of the property from AG (Agriculture District) to R1 (Single-Family District). The applicant is interested in building a subdivision for housing development. Notifications were mailed out to citizens within the area and staff received no objections. Planning & Zoning Commission voted in favor to the rezone.

There being no further comments Mayor Fugate closed this public hearing at 5:05 P.M.

III. Reports from Commission & Staff.²

"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, Condemnation Update, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports, Utilities Billing Update; Police & Fire Department – Grant Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."

Mr. McLaughlin reported that staff will be opening bids on January 12th for the Armstrong Street construction from Santa Gertrudis to Kenedy Street. January 13th there will be a preconstruction meeting with Hubert Construction for the South Wastewater Treatment Plant.

Ms. Alvarez reported that the next Commission meeting is scheduled for January 25th. Deadline for staff to submit their agenda items for the 25th meeting is January 14th. City will be closed for the Martin Luther King, Jr. Holiday on Monday, January 18th.

Mayor Fugate commented that he would like to comment on what occurred on Wednesday, January 6, 2021 in Washington, DC. He stated that public leaders and public servants have a duty to defend the Constitution, not only of the United States but that of Texas. What we saw last week that caused the lives of two police officers and what happened to the people's house on Washington, DC was appalling. He further stated that he would like to see something on our City records that we as the people, as a democracy cannot condone this type of behavior and further stated that this country needs to come together. It is ok to disagree with one another but at the end of the day, but you must stay civil to each other. Fugate further stated that he would like a resolution drafted condemning the acts of the people that invaded the Capitol in Washington, DC on January 6, 2021. He further stated that for the President of the United States, his family and his lawyer to incite the crowd to go and do these deeds is appalling.

Commissioner Alvarez commented that January 6, 2021 was a very dark day for the United States and agrees that the City needs to have a resolution condemning the acts that took place in Washington, DC.

IV. Public Comment on Agenda Items.³

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

No public comments made or received.

V.

Consent Agenda

Notice to the Public

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

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. **Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Haggerton, Lot 2, (4.71 acres) also known as Property ID 18610, located near East Trant Road and Golf Course Road, Kingsville Texas from AG (Agriculture District) to R1 (Single-Family District). (Planning & Economic Development Director).**

Introduction item.

2. **Consider selecting an Evaluation Committee to review responses received for RFQ #21-02 for Engineering Services for Texas Water Development Board drainage improvement projects. (City Engineer).**

Mr. McLaughlin stated that staff is asking for Commission approval on the selection of an evaluation committee to review responses to the RFQ for Professional Engineering Services. Staff recommends the Evaluation Committee be comprised of the following: City Manager, City Engineer, Public Works Director, Purchasing Manager, and Capital Improvements Manager.

Motion made by Commissioner Torres to approve the selected Evaluation Committee as recommended by staff, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Torres, Fugate voting "FOR".

3. **Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to purchase a mower to replace old one for Code Compliance. (Director of Planning & Development Services).**

Mr. McLaughlin stated that this budget amendment is for the purchase of a new mower for the Code Compliance Department which will replace an old one that is inoperable.

Introduction item.

4. **Consider introduction of an ordinance amending the Fiscal Year 2020-2021 budget to appropriate remaining manhole rehabilitation project costs for TxCDBG Grant #7218269. (Finance Director).**

Mr. McLaughlin commented that this grant began in Fiscal Year 18-19 and continued in Fiscal Year 19-20 and carried forward into Fiscal Year 20-21. There is \$126,000 left of the \$360,000 and have 8 manholes projected with this money. Staff has received bids for the manholes, and we will be \$30,000 short which will require another budget amendment for that amount.

Introduction item.

5. **Discussion on JK Northway and area, Parks Master Plan, and venue tax. (City Manager & City Attorney).**

Ms. Courtney Alvarez, City Attorney commented that she has provided a memorandum regarding the history of the JK Northway and the management of the facility. Also included in the memorandum is information on the Parks Master Plan and Venue Tax which were done prior to the November 2020 election. This information will help the citizens and the City Commission understand the timeline as to how we got to be where we are now.

Mr. McLaughlin commented that a copy of the site plan has been provided to the new Commission members. This will show them where the front doors and cattle pens will be located within the JK Northway.

Mayor Fugate asked if staff has received a response from the County Commissioners' Court with regards to the site plan.

Mr. McLaughlin responded that the County Judge would like for the City to do more on the inside of the building. McLaughlin further commented that based on his conversation with City's Bond Counsel, it would be hard to determine if we are paying on a note, how would we call it ownership. He further stated that Bond Counsel feels that it is a safer way to get the bond from those lenders. He also stated that if the City is to the point that this is the way it wants to go then staff can start negotiations and get Bond Counsel further involved. There are still four things that would need to occur, one being the Venue Tax supported projects which needs to start with Bond Counsel and have them start drafting the interlocal agreement.

Ms. Alvarez commented that at the next scheduled Commission meeting, which is scheduled for January 25th, staff will contemplate on having an item on the agenda for Commission to authorize a project. She further stated that at a meeting on December 14, 2020, there were some projects that were mentioned at that time but was determined to hold off on selecting a project until the Commission received more historical information. The plan is to bring an action item for the Commissions consideration during the January 25th meeting, to make that determination official. She further stated that as the City Manager stated, staff can begin working with Bond Counsel on getting the appropriate language for an interlocal agreement that can be presented to the County. She also stated that such language would need to be included which would state if the City was to use its Venue Tax to payoff Venue Tax debt that the people that are funding the debt would have a comfort level with regards to the security of the item they are financing.

Mr. McLaughlin further stated that the commitment from the County is to finish the rest of the JK Northway and further stated that we build the cattle pens and a new front entrance. The County will need to go in and do the sound system, restrooms, bleachers and the roof.

Mayor Fugate commented that it is his opinion that this is going to be a public/private partnership as there are various interested parties that want to see this project happen. He further stated that the County Judge will get the money to see this project through.

Commissioner Alvarez asked that in case they can't get it, can the City get a commitment from them that they are going to do...

Mayor Fugate commented that he feels that the County can do it.

Commissioner Alvarez asked if they would be depending on private money.

Mayor Fugate responded that he feels that the County Judge can get the commitment from the private entities. He further commented that this will take a while and Bond Counsel would need to be involved. Mayor Fugate asked for a timeline on all this.

Ms. Alvarez responded that she can't speak for Dan Martinez's schedule, but once a draft is received it will still need to be reviewed and tweaked by staff, then present the draft to the County so that they can have their attorney review. Both parties would need to be comfortable with the language before going to either governing body. Alvarez further stated that we will still need to implement the venue tax and certainly take Bond Counsel's advice as to when it is most appropriate to institute that formally so that collections of revenues can be done from hotel stays. The revenues collected would

then need to be placed in a special fund, which would need to be approved by the City Commission, that would help to start paying off the debt the city is looking at borrowing.

Mayor Fugate asked if the County is still projected to break ground in March. Mr. McLaughlin responded that this is what he is hearing but not sure. He further stated that the new proposed boulevard off the access road for I-69 will connect to the current park road at Dick Kleberg Park. He further stated that the roads would need to be under city's control as the City has a department that is better suited to maintain roads than the County.

Commissioner Torres asked anything that the City will be putting money into and building, who would oversee that?

Ms. Alvarez responded that this should be defined in the interlocal agreement that staff will be working with bond counsel. Whatever project the City does, will be bided and funded separately and apart from any projects that the County bids out and works on.

Mr. McLaughlin commented that the city will have full control on building and will be using the city's venue tax to build out whatever has been decided in the interlocal agreement. Once it is done, the interlocal agreement will likely have a clause in it that states, once it is built, it is the County's but the County cannot tear it down or change anything while the City is still paying off what was borrowed. Once it is paid off, the County can pay the City an amount agreed by both entities then it becomes the County's responsibility.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:26 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8093



MEMO

Date: January 6, 2021

To: Mark McLaughlin (City Manager)

From: Uche Echeozo (Director of Planning and Development Services)

Subject: **Re:** Cesar Silva, applicant, requesting the rezone of HAGGERTON, LOT 2 (4.71 acres), also known as Property ID 18610, near East Trant Road and Golf Course Road, Kingsville, Texas from AG (Agricultural) to R1 (Single Family Residential). .

The Planning and Zoning Commission meeting held as scheduled this evening, January 6, 2021 with 4 members in attendance. There were two members that were absent – Commissioners Brian Coufal and Bill Aldrich

Members deliberated over the issue of granting approval for a re-zone of HAGGERTON, LOT 2 (4.71 acres), also known as Property ID 18610, Kingsville TX and at the end, voted unanimously to approve the recommendation to re-zone the tract of land from AG – Agricultural to R1 – Single Family Residential. A recorded vote of all members present was taken and Commissioners Mike Klepac, Idotha Battle, Debbie Tiffie, and the Chairman – Steve Zamora all voted ‘YES’

The meeting was adjourned by 6.23p.m.

Thank you.

Uche Echeozo
Director of Planning and
Development Services

Planning and Development Services
410 W King
Kingsville, TX 78363
PH: 361-595-8093



MEMO

Date: December 18, 2020

To: Planning and Zoning Commission Members

From: Uche Echeozo (Director of Planning and Development Services)

Subject: Cesar Silva, applicant, requesting the rezone of HAGGERTON, LOT 2 (4.71 acres), also known as Property ID 18610, near East Trant Road and Golf Course Road, Kingsville, Texas from AG (Agricultural) to R1 (Single Family Residential).

The applicant approached the department because they wanted to re-zone the existing tract of land from Agricultural to R1 (Single-Family) to enable them carry out a subdivision for housing development. With the City experiencing continuous growth, there is a need to encourage good quality housing thus increasing the housing stock within the city.

Consequently, this application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since this will encourage housing development within the city of Kingsville .

Thank you.

Uche Echeozo
Director of Planning and
Development Services

CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)

Prop id: 18610

Project Address HAGGERTON, LOT 2, ACRES 4.71 Nearest Intersection TRANT RD AND GOLF COURSE RD.

(Proposed) Subdivision Name HAGGERTON Lot 2 Block _____

Legal Description: HAGGERTON, LOT 2, ACRES 4.71

Existing Zoning Designation ARICULTURE Future Land Use Plan Designation RESIDENTIAL

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

R1- single family

Applicant/Authorized Agent CESAR E SILVA Phone 361-455-1545 FAX _____

Email Address (for project correspondence only): SILVACONSTRUCTION26@GMAIL.COM

Mailing Address 4005 FRANKLIN ADAMS ST. City KINGSVILLE State TX Zip 78363

Property Owner CESAR E SILVA Phone 361-455-1545 FAX _____

Email Address (for project correspondence only): SILVACONSTRUCTION26@GMAIL.COM

Mailing Address 4005 FRANKLIN ADAMS ST. City KINGSVILLE State TX Zip 78363

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

<input type="checkbox"/> Annexation Request	No Fee	<input type="checkbox"/> Preliminary Plat	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA)	\$250.00	<input type="checkbox"/> Final Plat	Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request	\$250.00	<input type="checkbox"/> Minor Plat	\$100.00
<input checked="" 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:

Re-zoning the land from AG to Residential for a proposed residential development.

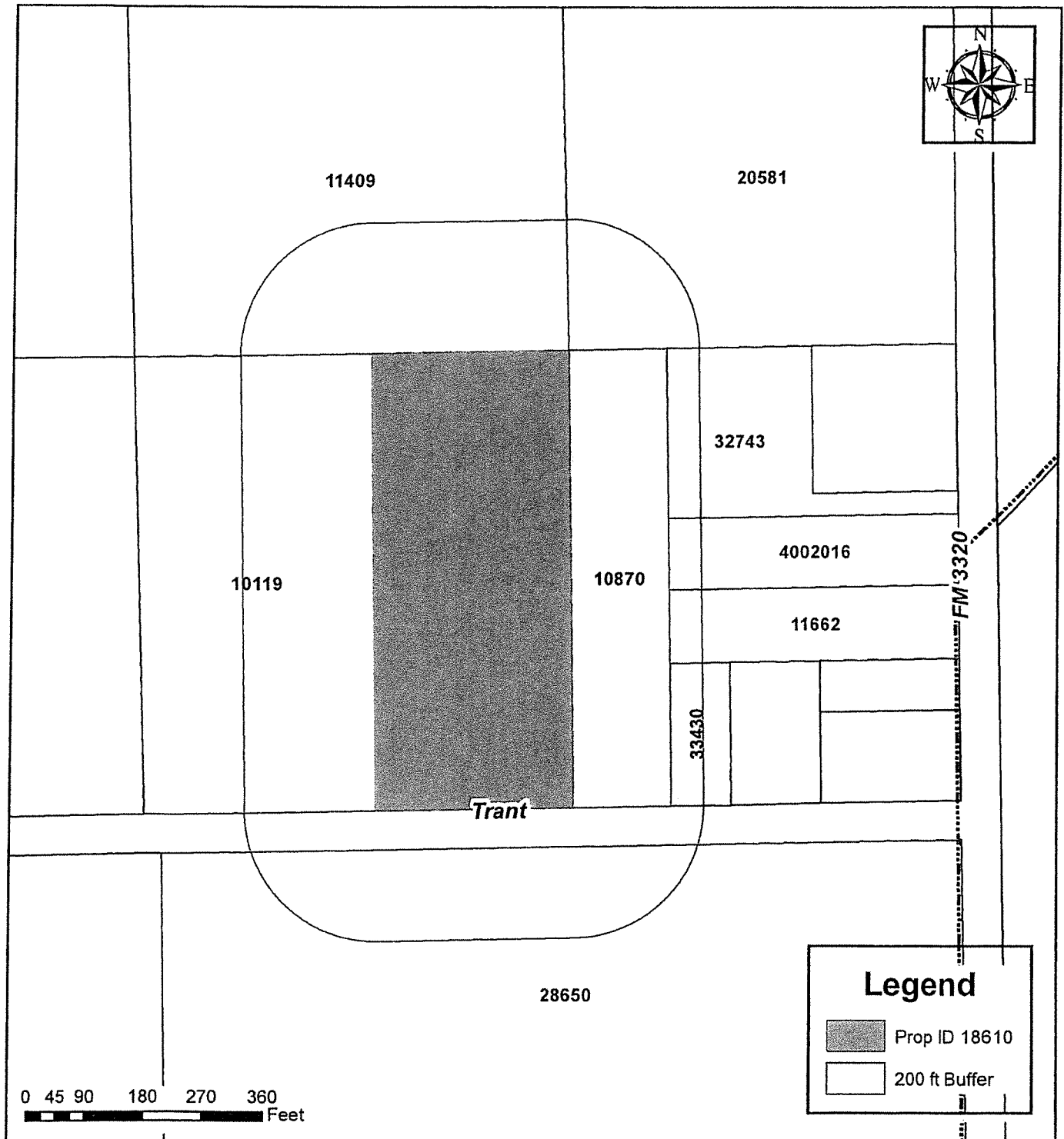
I hereby certify that I am the owner and /or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect the permit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

Applicant's Signature Cesar E Silva Date: 12/09/20


Property Owner's Signature Cesar E Silva Date: 12/09/20

Accepted by: _____ Date: _____

200 ft Buffer Map of Prop ID 18610



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\New Buffer Maps.mxd

Page 1 / 1	Drawn By: Planning Department	<small>DISCLAIMER</small> THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055
	Last Update: 12/11/2020		
	Note:		

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LIVING TRUST THE
640 E FM 1118
KINGSVILLE, TX 78363-2628
#11409

CESAR SILVA
4005 S FRANKLIN ADAMS
KINGSVILLE, TX 78363
#10870

MARTIN AMAYA
ETUX NYDIA
3411 GOLD COURSE RD
KINGSVILLE, TX 78363-8943
#11662

MARY BOUSQUET FAMILY
TRUST
4468 TWIN POST RD
DALLAS, TX 75244-6745
#20581

MIGUEL RAMIREZ
ETUX BERENICE
PO BOX 5060
KINGSVILLE, TX 78364-5060
#32743

RICHARD AMAYA
2200 E TRANT RD
KINGSVILLE, TX 78363
#33430

KLEBERG COUNTY
PO BOX 72
KINGSVILLE, TX 78364-0072

OMAR A SOLIZ
ETUX MAIRA
3333 GOLF COURSE RD
KINGSVILLE, TX 78363-8944
#4002016

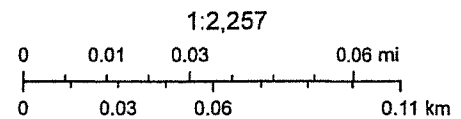
LANDMARK ORGANIZATION
INC
5501A BALCONES DR #232
AUSTIN, TX 78731-4907
#28650

Prop ID 18610



December 18, 2020

x - Prop ID 18610 - Agriculture
y - 2102 E Trant Rd (rezoned
December 9, 2019 to R1-
Single Family
z - R3 - multi-family



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Kleberg CAD

Property Search > 18610 NUNEZ ROEL Tax Year: 2020 EST for Year 2020

Property

Account

Property ID:	18610	Legal Description:	HAGGERTON, LOT 2, ACRES 4.71
Geographic ID:	134700002000192	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

Location

Address:	TRANT RD	Mapsco:	
Neighborhood:		Map ID:	B2
Neighborhood CD:			

Owner

Name:	NUNEZ ROEL EST	Owner ID:	65465
Mailing Address:	ROBERT A GARZA MARY G DE LEON (IND EXECUTOR) 237 CANDLEWOOD KINGSVILLE, TX 78363	% Ownership:	100.0000000000%

Exemptions:

Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$37,680	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0

(=) Market Value:	=	\$37,680	
(-) Ag or Timber Use Value Reduction:	-	\$0	

(=) Appraised Value:	=	\$37,680
(-) HS Cap:	-	\$0
(=) Assessed Value:	=	\$37,680

Taxing Jurisdiction

Owner: NUNEZ ROEL EST
 % Ownership: 100.000000000000%
 Total Value: \$37,680

Entity	Description	Tax Rate	Appraised Value	Taxable
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$37,680	\$
CKI	CITY OF KINGSVILLE	0.852080	\$37,680	\$
GKL	KLEBERG COUNTY	0.785460	\$37,680	\$
SKI	KINGSVILLE I.S.D.	1.518900	\$37,680	\$
WST	SOUTH TEXAS WATER AUTHORITY	0.086911	\$37,680	\$
Total Tax Rate:		3.243351		

Taxes w/Current Exen

Taxes w/o Exemption:

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	C1	C1	4.7100	174240.00	0.00	0.00	\$37,680	\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2021	N/A	N/A	N/A	N/A	N/A	N/A
2020	\$0	\$37,680	0	37,680	\$0	\$37,680
2019	\$0	\$37,680	0	37,680	\$0	\$37,680
2018	\$0	\$37,680	0	37,680	\$0	\$37,680
2017	\$300	\$37,680	0	37,980	\$0	\$37,980
2016	\$300	\$37,680	0	37,980	\$0	\$37,980
2015	\$300	\$37,680	0	37,980	\$0	\$37,980

NOTICE OF CONFIDENTIAL RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

DATE: JULY 3, 2020

GRANTOR: ROBERT A. GARZA; AND MARY G. DELEON,
INDEPENDENT EXECUTRIX OF THE ESTATE
OF ROEL NUNEZ, DECEASED

GRANTOR'S ADDRESS: 230 Candlewood, Kingsville, TX 78363

GRANTEE: CESAR SILVA

GRANTEE'S ADDRESS: 4005 Franklin Adams, Kingsville, TX 78363

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration (cash).

PROPERTY:

Lot Two (2) Haggerton Addition, an addition in Kleberg County, Texas, as shown on map or plat of record in Envelope 164, Map Records of Kleberg County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Basements, rights-of-way, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; and encroachments or overlapping of improvements; taxes for the current year, the payment of which Grantee assumes, zoning laws, regulations and ordinances of municipal and other governmental authority, if any, affecting the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

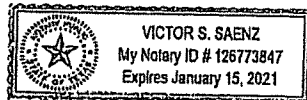
Robert A. Garza
ROBERT A. GARZA

Mary G. DeLeon, Independent Executrix of the Estate of Roel Nunez
deceased
MARY G. DELEON, INDEPENDENT
EXECUTRIX OF THE ESTATE OF
ROEL NUNEZ, DECEASED

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF KLEBERG

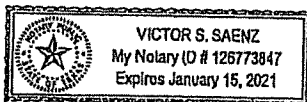
This instrument was acknowledged before me on the 3 day of July, 2020, by ROBERT A. GARZA



Victor S. Saenz
NOTARY PUBLIC, STATE OF TEXAS

THE STATE OF TEXAS
COUNTY OF KLEBERG

This instrument was acknowledged before me on the 3 day of July, 2020, by Mary G. DeLeon, Independent Executrix of the Estate of Roel Nunez, Deceased.



Victor S. Saenz
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF:
Michael J. Shelly, P.C.
Attorney at Law
5102 Holly Rd., Suite A
Corpus Christi, Texas 78411

AFTER RECORDING RETURN TO:
S&S ABSTRACT AND TITLE CO
801 East Kleberg
Kingsville, TX 78363

FILE# 322361

FILED FOR RECORD

2020 JUL -6 PM 1:41

STEPHANIE G. GARZA
COUNTY CLERK KLEBERG COUNTY

BY: *Clarissa Moreno*
DEPUTY

CLARISSA M. MORENO

STATE OF TEXAS, COUNTY OF KLEBERG, I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED ON THE DATE AND TIME STAMPED HEREON BY ME AND WAS DULY RECORDED IN THE OFFICIAL RECORDS OF KLEBERG COUNTY, TEXAS.

JUL 08 2020

DELIVERY DATE

Stephanie G. Garza

STEPHANIE G. GARZA
COUNTY CLERK, KLEBERG COUNTY



ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE INVALID AND ENFORCEABLE UNDER FEDERAL LAW.

RETURN TO:

S & S ABSTRACT & TITLE COMPANY

801 EAST KLEBERG

KINGSVILLE, TEXAS 78363

RECORDER'S MEMORANDUM:

ALL OR PART OF A SOCIAL SECURITY NUMBER, IF CONTAINED IN THIS DOCUMENT, MAY HAVE BEEN REDACTED. TEX. GOV'T CODE SEC. 552.147(B) THE COUNTY CLERK MAY REACT A LIVING PERSON'S SOCIAL SECURITY NUMBER FROM ANY OR ALL DOCUMENTS CONTAINED FOR DISCLOSURE IN KLEBERG COUNTY.

POLICE BEAT

Kingsville Blotter

(Editor's note: Information in this column was obtained from the Kingsville Police Department records. Everyone charged with a crime is presumed innocent until proven guilty in court.)

Tuesday, Dec. 1

6:30 a.m.
• Controlled substance - marijuana, possession, 1600 S Hwy 77

3 p.m.

• Theft - other, 1414C Manor, 1220 N. 17th St.

3:57 p.m.

• Theft - larceny, from vehicle, fraud, illegal use of credit cards, burglary vehicle, Heights at Corral, 1600 W. Corral

9:56 p.m.

• Suspicious activity, Heights at Corral, 1000 W. Corral

Wednesday, Dec. 2

1:26 p.m.

• Suspicious activity, SKMIL, 1311 E. General Cavazos Blvd.

1:36 p.m.

• Trespassing private property, criminal trespass, warrant issued, Walmart #442, 1133 E. General Cavazos Blvd.

1:30 p.m.

• Theft - other, property crimes, 310 W. Ave. B

2:26 p.m.

• Assault - simple assault, 918 E. Ragland Ave.

7:20 p.m.

• Theft - shoplifting, Dollar General, 206 W. King Ave.

7:21 p.m.

• Agency assist, disturbance, CSIH-K, 1311 E. General Cavazos Blvd.

9:42 p.m.

• Assault - simple assault, 430 W. Mesquite Ave.

10:10 p.m.

• Controlled substance - marijuana, possession, controlled substance - other controlled substances, controlled substance - hallucinogens, possession, weapons offense - weapons offenses, other, Hwy 77 and General Cavazos Blvd.

Thursday, Dec. 3

1:10 a.m.

• Traffic accident - hit/run, vehicle damage, accident - fail to stop and leave information, General Cavazos Blvd and Brahma Blvd.

10:55 a.m.

• Property - found property, King Manor Apartments, 1700 E. Kennedy Ave.

3:31 p.m.

• Fraud - illegal use credit cards, credit card abuse, University Square Apartments, 1100 W. Corral

9:04 p.m.

• Property - lost property, Hwy 77 & General Cavazos Blvd.

11:41 p.m.

• Juvenile problem, 918 E. Ragland Ave.

Friday, Dec. 4

2:10 a.m.

• DUI-alcohol, controlled substance - other controlled substances, 900 E. Johnston Ave.

10:44 a.m.

• Suspicious activity, harassment, 404 W. Ave. F

11:11 a.m.

• Property - found property, Tractor Supply, 2005 Brahma Blvd.

2:07 p.m.

• Juvenile problem - runaway juvenile, 327 E. Warren Ave.

3:33 p.m.

• Burglary, forced entry residence, disturbance, 119 W. Ave. B

7:51 p.m.

• Suspicious activity, Walmart #442, 1133 E. General Cavazos Blvd.

11:31 p.m.

• Property - lost property, Ringers Car Wash, 501 S. 11th St.

Friday, Dec. 5

1:25 a.m.

• Controlled substance - marijuana, possession obstruct police - evidence, destroying, 500 N. Wells St.

1:56 a.m.

• Controlled substance - marijuana, possession, 800 E. Caesar Ave.

11:31 a.m.

• Theft - larceny, bicycle, Hanks Land Eng., 2301 E. Trant Rd.

2:03 a.m.

• Traffic accident - traffic accident, vehicle damage, accident - minor, General Cavazos Blvd and Brahma Blvd

5:02 p.m.

• Damaged property - criminal mischief, Lulac Manor, 1220 N. 17th St.

5:10 p.m.

• Trespassing, private property, criminal trespass, HEB, 409 E. Kleberg Ave.

6:52 p.m.

• Traffic accident, vehicle damage, accident - minor, Gregg's Short Stop, 2609 Brahma Blvd.

6:53 p.m.

• Public peace - harassing communication, suspicious activity, 502 E. Doddridge Ave.

8:16 p.m.

• Assault - simple assault, 826 E. Lee Ave.

8:53 p.m.

• Assault - simple assault, Heights at Corral, 1000 W. Corral

10:04 p.m.

• Traffic accident - vehicle damage, accident - minor, Dick Kleberg Park, 900 E. Escondido and FM 2690

11 p.m.

• Assault - aggravated assault - weapon assault - simple assault, aggravated assault with deadly weapon, 3rd St. and Santa Gertrudis Ave.

Friday, Dec. 6

2:11 a.m.

• Controlled substance - marijuana, possession, controlled substance - other controlled substance - narcotic equipment, possession, 391 E. Doddridge Ave.

4:42 a.m.

• Assault - simple assault, 524 W. Ave. F

7:10 a.m.

• Theft - larceny, from yard/land, 1621 S. 11th St.

11:29 p.m.

• Damaged property, private, criminal mischief, 202 W. Ave. D

3:30 p.m.

• Suspicious - suspicious activity, theft, Walmart #442, 1133 E. General Cavazos Blvd.

7:01 p.m.

• Damaged property, vehicle, criminal mischief, Kingsman Apartments, 2420 S. 6th St.

10:57 p.m.

• Obstruct police - evidence, destroying, controlled substance - marijuana, possession, 600 E. Santa Gertrudis/FM 3045

Friday, Dec. 7

1:49 a.m.

• Traffic accident - hit/run, vehicle damage, accident - fail to stop and leave information, Ragland Ave and Wells St.

8:02 a.m.

• Traffic accident, vehicle damage, accident - minor, Goodyear Auto Service, 230 S. 6th St.

10:35 a.m.

• Weapon offense - carrying a concealed weapon, suspicious activity, 1000 E. Kleberg

11:29 a.m.

• Traffic accident - hit/run, private property damage, accident - fail to stop and leave information, Executive Inn, 2203 E. King Ave.

3:17 p.m.

• Warrant - other warrant, 508 W. Doddridge Ave.

4:21 p.m.

• Assault - simple assault, 823 E. Ella Ave.

5:32 p.m.

• Warrant - local-felony, 721 S. 6th St.

6:06 p.m.

• Stolen vehicle - vehicle theft, auto, 521 E. Fordyce Ave.

11:20 p.m.

• Controlled substance - other controlled substances, McJannet's Taqueria, 303 E. Corral Ave.



Bishop Blotter

(Editor's note: Information in this column was obtained from the Bishop Police Department records. Everyone charged with a crime is presumed innocent until proven guilty in court.)

The Bishop Police Department summary of calls for service through Nov. 28, 2020.

Tuesday, Nov. 17, 2020

12:42 a.m.

• Traffic stop - traffic enforcement - warning - Hwy 77/FM 70

2:31 a.m.

• Traffic stop - traffic enforcement - warning - Hwy 77/FM 227

3:23 a.m.

• Traffic stop - traffic enforcement - warning - Hwy 77/FM 70

7:50 a.m.

• Traffic stop - traffic enforcement - warning - E. Joyce St.

7:49 a.m.

• Traffic stop - traffic enforcement - warning - E. 6th St.

8:14 a.m.

• Animal Control Request - 500 block E. 6th St.

8:28 a.m.

• Traffic stop - traffic enforcement - warning - E. 6th St.

8:48 a.m.

• Animal Control Request - 500 block W. 3rd St.

9:16 a.m.

• Traffic stop - traffic enforcement - arrest - 700 block E. 6th St.

9:49 a.m.

• Animal Control Request - 700 block E. 3rd St.

9:50 a.m.

• Traffic stop - traffic enforcement - E. 6th St.

1:32 p.m.

• City ordinance violation - other - 300 block Lane Oak St.

1:55 p.m.

• Traffic stop - traffic enforcement - report taken - 5B Hwy 77

5:24 p.m.

• Public works - after hours call out - public works call - 500 block N. Harrel

8:11 p.m.

• Traffic stop - traffic enforcement - warning - Bus Hwy 77 / CR 12

11:33 a.m.

• Assist motorist - no police action taken - U.S. Hwy 77

11:47 a.m.

• Traffic stop - traffic enforcement - warning - Bus Hwy 77

12:32 p.m.

• Traffic stop - traffic enforcement - warning - Bus Hwy 77

12:41 p.m.

• Traffic stop - traffic enforcement - warning - Bus Hwy 77

12:54 p.m.

• Traffic stop - traffic enforcement - warning - Bus Hwy 77

2:07 p.m.

• Traffic stop - traffic enforcement - warning - Bus Hwy 77

4:09 p.m.

• Traffic stop - traffic enforcement - warning - 5B Hwy 77 / CR 10

4:12 p.m.

• Traffic stop - traffic enforcement - warning - Hwy 77 / CR 10 SB

8:28 a.m.

• Animal Control Request - 100 block E. Joyce St.

8:38 a.m.

• Traffic stop - traffic enforcement - warning - E. 6th St.

8:48 a.m.

• Animal Control Request - 500 block W. 3rd St.

9:16 a.m.

• Traffic stop - traffic enforcement - arrest - 700 block E. 6th St.

9:49 a.m.

• Animal Control Request - 700 block E. 3rd St.

9:50 a.m.

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11:47 a.m.

• Traffic stop - traffic enforcement - warning - Bus Hwy 77

12:32 p.m.

• Traffic stop - traffic enforcement - warning - Bus Hwy 77

12:41 p.m.

• Traffic stop - traffic enforcement - warning - Bus Hwy 77

12:54 p.m.

• Traffic stop - traffic enforcement - warning - Bus Hwy 77

2:07 p.m.

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• Traffic stop - traffic enforcement - warning - Bus Hwy 77

12:32 p.m.

• Traffic stop - traffic enforcement - warning - Bus Hwy 77

12:41 p.m.

• Traffic stop - traffic enforcement - warning - Bus Hwy 77

12:54 p.m.

PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, January 6, 2021 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

Cesar Silva, applicant, requesting the rezone of HAGGERTON, LOT 2 (4.71 acres), also known as Property ID 18610, near East Trant Road and Golf Course Road, Kingsville, Texas from AG (Agricultural) to R1 (Single Family).

The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, January 11, 2021 at 5:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

Cesar Silva, applicant, requesting the rezone of HAGGERTON, LOT 2 (4.71 acres), also known as Property ID 18610, near East Trant Road and Golf Course Road Kingsville, Texas from AG (Agricultural) to R1 (Single Family).

The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

ORDINANCE #2021-_____

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO HAGGERTON, LOT 2, (4.71 ACRES) ALSO KNOWN AS ID 18610, LOCATED NEAR EAST TRANT ROAD AND GOLF COURSE ROAD, KINGSVILLE, TEXAS, FROM AG (AGRICULTURE DISTRICT) TO R1 (SINGLE FAMILY DISTRICT); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Cesar Silva, owner/applicant, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, January 6, 2021 during a meeting of the Planning and Zoning Commission, and on Monday, January 11, 2021 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

WHEREAS, the item was APPROVED with a 4-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

WHEREAS, the City Commission has determined that this amendment would best serve public health, necessity, and convenience and the general welfare of the City of Kingsville and its citizens.

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

SECTION 1. That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Haggerton, Lot 2, (4.71 acres) also known as Property ID 18610, located near East Trant Road and Golf Course Road, Kingsville, Texas, from AG-Agriculture District to R1-Single Family District, as more specifically described on the Zone Change Map, attached as Exhibit A.

SECTION 2. That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

SECTION 3. That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

SECTION 4. That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

SECTION 6. That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the 11th day of January, 2021.

PASSED AND APPROVED on this the 25th day of January, 2021.

Effective Date: _____

THE CITY OF KINGSVILLE

Sam R. Fugate, Mayor

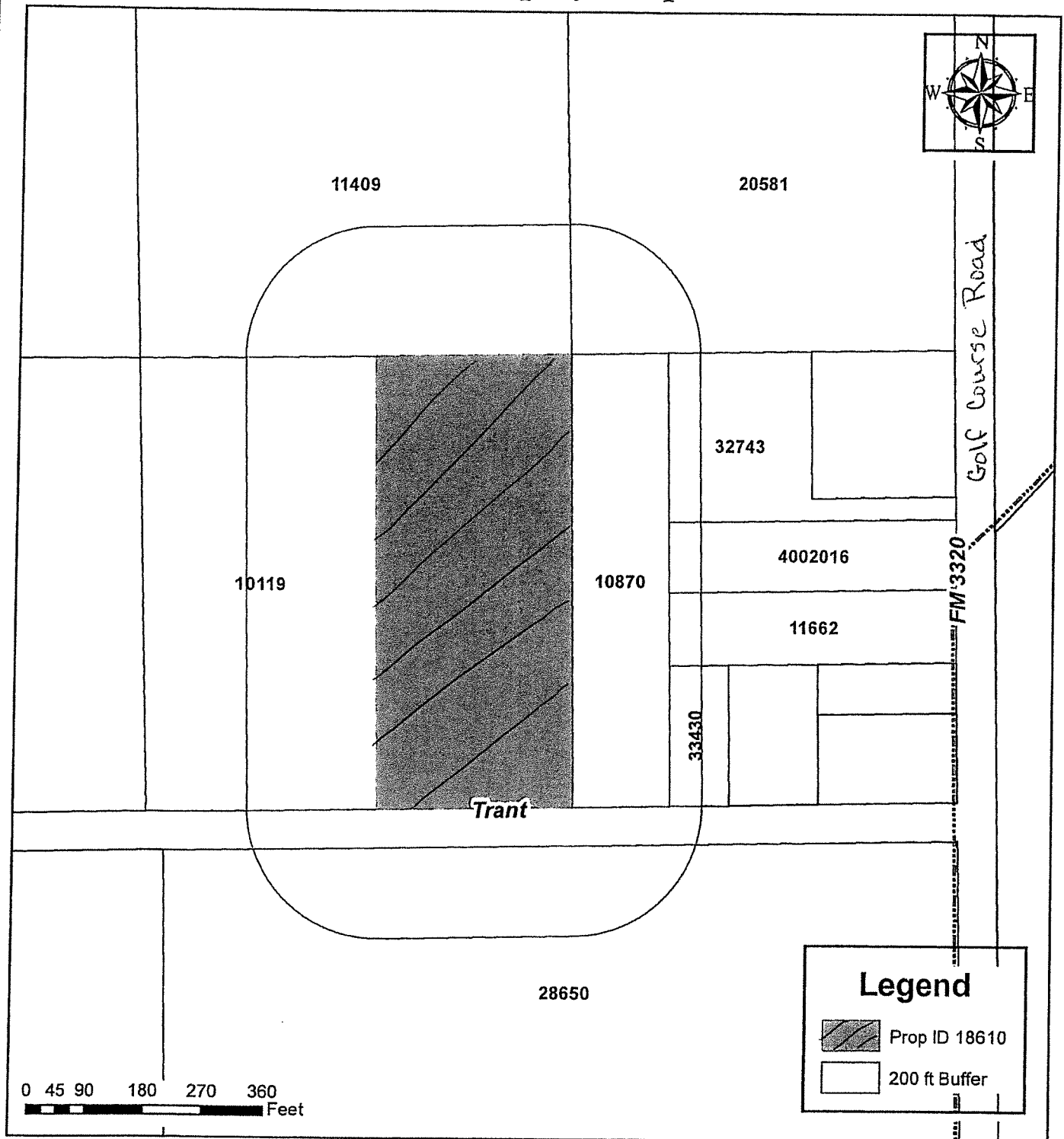
ATTEST:

Mary Valenzuela, City Secretary

APPROVED:

Courtney Alvarez, City Attorney

200 ft Buffer Map of Prop ID 18610



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\New Buffer Maps.mxd

Page 1/1	Drawn By: Planning Department	<p>DISCLAIMER</p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p>CITY OF KINGSVILLE PLANNING DEPARTMENT</p> <p>410 West King Kingsville, Texas 78363 Office: 361-595-8055</p>
	Last Update: 12/11/2020		
	Note:		

AGENDA ITEM #2

City of Kingsville
Planning and Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uche Echeozo, Director

DATE: December 22, 2020

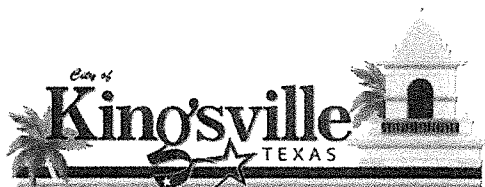
SUBJECT: Budget Amendment to enable the purchase of a John Deer Mower for the Department of Planning and Development Services (Code Compliance Division).

Summary: The Department of Planning and Development Services is seeking to purchase a mower to replace a very old one that is broken down and inoperable. Consequently, they are requesting a budget amendment to enable the purchase.

Background: The Code Compliance Division of the department is tasked, amongst other things, with ensuring good community appearance. To this end, they employ the use of equipment such as mowers, weed eaters and blowers to achieve this objective. At present, we have two John Deer mowers as part of the equipment utilized. One is over 7 years of age and inoperable. The other is about 4 years old and in working condition. The good mower is highly overworked as it takes care of about 30 properties each week. A second mower would come in handy and ensure better and more efficient use of resources. It positions the department well to handle the increased workload during the months of May, June and July. This amendment is as a result of an unforeseen situation brought about, in part, as a result of the transfer of the field officers from the Facilities department to Planning. It is expected that, with the new addition, a cleaner and better-looking Kingsville is assured.

Financial Impact: \$13,750.

Recommendation: Approve the request to enable the department to perform better.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO PURCHASE A MOWER TO REPLACE OLD ONE FOR CODE COMPLIANCE.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Expenditures</u>					
1603	Code Comp	Machinery & Equipment	71200	\$13,750	

[To amend the City of Kingsville FY 20-21 Budget to purchase a mower for Code Compliance to replace current equipment that needs repair.]

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 January 2021.

PASSED AND APPROVED on this the 25th day of January 2021.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: December 22, 2020

SUBJECT: Request to appropriate funds to cover remaining costs for TXCDBG Grant #7218269.

Summary:

The TXCDBG grant #7218269 was for manhole rehabilitation work and began in FY 18-19.

Background:

This grant began in FY 18-19 and continued in FY 19-20. Due to cost savings, additional manholes were added to the scope of work. This additional work was not completed in FY 19-20 and carried forward into FY 20-21.

Financial Impact:

The expenditures incurred will be reimbursed with grant funding, so there will not be a financial impact to the City.

Recommendation:

Staff recommends the approval of the budget amendment for carry over work on TXCDBG Grant #7218269.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO APPROPRIATE REMAINING MANHOLE REHABILITATION PROJECT COSTS FOR TXCDBG GRANT #7218269.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 086-TX CDBG GRANT #7218269					
<u>Revenues</u>					
7000	Wastewater	State Grants	72010	\$101,610	
<u>Expenditures</u>					
7003	Wastewater	Sewer Improve-Manhole Rehab	54111	\$101,610	

[To amend the City of Kingsville FY 20-21 Budget to appropriate remaining manhole rehabilitation project costs for TXCDBG Grant #7218269. Funds will come from project grant reimbursements.]

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 January 2021.

PASSED AND APPROVED on this the 25th day of January 2021.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: January 13, 2021

SUBJECT: Cooperative Working Agreement

Summary:

The police department is requesting to enter into a Cooperative Working Agreement with Crime Victims Services, A Division of Family Counseling Services.

Background:

Crime Victims Services, A Division of Family Counseling Services offers and provides services and assistance to victims of violent crime. They respond to the emotional and physical needs of crime victims, assisting victims in stabilizing their lives after a victimization, assisting victims to understand and participate in the criminal justice system, and providing victims with safety and security.

This agreement is renewed annually and has been in place for a number of years.

Financial Impact:

No cost associated with the Cooperative Working Agreement.

Recommendation:

We request that the City Commission approve of the Cooperative Working Agreement with Crime Victims Services, A Division of Family Counseling Services.



RESOLUTION NO. 2021-_____

A RESOLUTION AUTHORIZING THE POLICE CHIEF TO EXECUTE A COOPERATIVE WORKING AGREEMENT WITH CRIME VICTIM SERVICES.

WHEREAS, the Kingsville Police Department has been approached by, a division of Family Counseling Services and provides services and assistance to victims of violent crime;

WHEREAS, Crime Victim Services responds to the emotional and physical needs of crime victims, assisting victims in stabilizing their lives after a victimization, assisting victims to understand and participate in the criminal justice system, and providing victims with safety and security;

WHEREAS, it is in the best interest of the citizens of Kingsville that the Kingsville Police Department cooperatively work with Crime Victim Services in responding to the needs of crime victims to assist them in securing services;

WHEREAS, this agreement has been in place for several years and is in need of renewal and there is no cost to the City for entering the agreement but there is a benefit to our citizens in doing so.

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

I.

THAT the Police Chief is authorized and directed as an act of the City of Kingsville, Texas to enter into a Cooperative Working Agreement with Crime Victim 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 January, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

Crime Victim Services


A Division of
Family Counseling Service
3833 S. Staples, Suite S203
Corpus Christi, Texas 78411
361-852-7540 • 800-607-HAND

Cooperative Working Agreement

The primary objective of Crime Victim Services, A Division of Family Counseling Service, is to offer and provide services and assistance to victims of violent crime within the Coastal Bend area of Aransas, Bee, Duval, Brooks, Jim Wells, Kenedy, Kleberg, Live Oak, Nueces, Refugio, and San Patricio counties, by responding to the emotional and physical needs of crime victims, assisting victims in stabilizing their lives after a victimization, assisting victims to understand and participate in the criminal justice system, and providing victims with safety and security.

Both organizations listed below agree to work cooperatively in responding to the needs of crime victims through the dissemination of information regarding the most appropriate services for victims and through assistance in securing those services.

<u>Family Counseling Service</u>	<u>Kristi Phillips</u>	<u>Executive Director</u>
<i>Applicant Organization</i>	<i>Authorized Official</i>	<i>Title</i>

<u> LMFT-S</u>	<u>1/7/2021</u>	<u>(361) 852-9665</u>
<i>Signature of Authorized Official</i>	<i>Date</i>	<i>Phone Number</i>

<u>Cooperating Organization</u>	<u>Authorized Representative</u>	<u>Title (Print)</u>
<i>(Print)</i>	<i>(Print)</i>	

<u>Signature of Authorized Representative</u>	<u>Date</u>	<u>Phone Number</u>
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AGENDA ITEM #5

City of Kingsville Downtown

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Brenda Joyas, CNU-A, Downtown Manager/HPO

DATE: January 25, 2021

SUBJECT: Texas Main Street Contract for 2021

Summary:

Motion to approve a resolution authorizing the City of Kingsville to continue participation in the Texas Main Street Program, authorizing the Mayor to execute the Texas Main Street Locally Designated Program 2021 contract, and designating Downtown Manager, Brenda Joyas, as the Main Street Program Manager for the City of Kingsville to coordinate program activities.

Background:

Participation in the Texas Main Street Locally Designated Program enables our community to receive Texas Main Street publications and participate in Texas Main Street networking opportunities. Designated Texas Main Street Cities receive the right to use the registered trademark, logos and brand of National Main Street Center's membership program - MAIN STREET AMERICA TM and to receive services named below that benefit economic development.

A. On-site visits and technical expertise.

TMSP services are available to designated Texas Main Street Cities in good standing, including those provided through site visits to address design/planning, economic development and organizational/program capacity issues. Services may include, but are not limited to: downtown economic development assistance, façade renderings/technical reports, planning, preservation



and historic building expertise by licensed architects and other design professionals; business development and funding advice, program manager and board training, program capacity-building, and strategic planning.

B. *Securing a Main Street Manager.*

Should a replacement program manager be needed, the TMSP office can assist with elements of the hiring process, including creating job descriptions, job posting and interviewing. Upon Participant's request, the TMSP office will assist in the hiring process.

Financial Impact:

Fee for participation will be \$535.00 for the 2021 year out of the Downtown budget under 'Membership Dues'.

Recommendation:

Staff recommends approval of participation in the Texas Main Street Locally Designated Program.

Attachments:

2021 Texas Main Street Locally Designated Program



GREG ABBOTT, GOVERNOR | JOHN L. NAU, III, CHAIR | MARK WOLFE, EXECUTIVE DIRECTOR

RESOLUTION NO. 2021- _____

A RESOLUTION AUTHORIZING THE CITY OF KINGSVILLE TO CONTINUE PARTICIPATION IN THE TEXAS MAIN STREET PROGRAM, AUTHORIZING THE MAYOR TO EXECUTE THE TEXAS MAIN STREET LOCALLY DESIGNATED PROGRAM 2021 CONTRACT, AND DESIGNATING DOWNTOWN MANAGER BRENDA JOYAS AS THE MAIN STREET PROGRAM MANAGER FOR THE CITY OF KINGSVILLE TO COORDINATE PROGRAM ACTIVITIES.

WHEREAS: The Texas Main Street Program of the Texas Historical Commission has been created to assist small cities to develop a public/private effort to revitalize their "Main Street" area, and Kingsville was selected in 2011 to participate in the Texas Main Street Program, has participated since then, and would like to continue to participate in 2021; and,

WHEREAS: The City of Kingsville desires to maintain its designation as a Texas Main Street to assist with the improvement and revitalization of our downtown area; and,

WHEREAS: The Mayor needs to execute the Texas Main Street Locally Designated Program 2021 Contract on behalf of the City to continue participation in this program, as well as the Trademark Sublicense Agreement; and,

WHEREAS: The City of Kingsville has hired Brenda Joyas as the Downtown Manager to assist the City with overseeing the "Main Street" area and the Texas Main Street Program.

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

SECTION 1. That the City of Kingsville will continue participation in the 2021 Main Street Program with the specific goal of revitalizing the central business district within the context of the preservation and rehabilitation of its historic buildings.

SECTION 2. That the City of Kingsville will provide an adequate budget to employ a full-time Main Street Program Manager for a minimum of three years from its original designation date in 2011, which it has done, and provide funds for the training of the Main Street Program Manager and the operating expenses of the program.

SECTION 3. That the Mayor be authorized to execute the Texas Main Street Locally Designated Program 2021 Contract on behalf of the City of Kingsville as well as the Trademark Sublicense Agreement.

SECTION 4. That Brenda Joyas, the City's Downtown Manager, be designated to supervise the Main Street Manager activities.

SECTION 5. That this Resolution shall be and become effective on or after adoption.

PASSED, APPROVED, AND ADOPTED by a majority vote of the City Commission this 25th day of January, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

TEXAS HISTORICAL COMMISSION

**Texas Main Street Locally Designated Program
2021 Contract****I. PARTIES TO THE CONTRACT**

This contract and agreement concerning Kingsville Main Street Program (“**Agreement**”) is entered into between the City of Kingsville (hereinafter referred to as “**Participant**”) and the **Texas Historical Commission** (hereinafter referred to as “**THC**”). Kingsville Main Street Program (hereinafter referred to as “**Local Program**”) is part of a larger program within the **Texas Main Street Program** (hereinafter referred to as “**TMSP**”), as defined in 13 TAC sec. 19.3(1), wherein the Participant qualifies as a Texas Main Street Small City, as defined in 13 TAC sec. 19.3. The purpose of the Local Program is to assist Participant with the development, revitalization, restoration, and preservation of its historic downtown or commercial neighborhood districts in accordance with the national Main Street Approach. This Agreement shall be governed by Texas Government Code, Section 442.014, and Texas Administrative Code, Title 13, Part 2, Chapter 19.

II. NATIONAL MAIN STREET CENTER BRAND AND NETWORK

This Agreement constitutes a designation of Participant as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)) and allows the use of the National Main Street Center, Inc. brand, including MAIN STREET AMERICA™ controlled by National Main Street Center, Inc. 53 West Jackson Blvd., Suite 350 Chicago IL 60604. If Participant’s participation in the TMSP ceases, Participant may no longer use the term ‘Main Street’ to describe its local development, restoration, and preservation program; nor utilize or display the trademarks or branding of the National Main Street Center, Inc. The designation as a Texas Main Street City allows for full participation in the TMSP network, which includes eligibility to receive Texas Main Street publications and participate in Texas Main Street networking opportunities. Designated Texas Main Street Cities, such as Participant, shall execute and submit to the TMSP office the National Main Street Center’s Trademark Sublicense Agreement (“**TM Sublicense Agreement**”), which grants the right to use the registered trademark, logos and brand of National Main Street Center’s membership program - MAIN STREET AMERICA™. Participant hereby agrees to, and shall comply with, all terms and conditions of the TM Sublicense Agreement, which is attached hereto as Exhibit A, and incorporated herein by reference. Additionally, Participant acknowledges and agrees that in the event National Main Street Center develops and/or releases an updated TM Sublicense Agreement (“**Updated TM Sublicense Agreement**”) during the Term of this Agreement, Participant shall be required to execute, and comply with, the Updated TM Sublicense Agreement or otherwise be subjected to termination pursuant to the terms of VII. (B) below. In the event National Main Street Center develops and/or releases an Updated TM Sublicense Agreement, THC will provide Participant with sixty (60) days’ notice for Participant to consider, prepare and execute an updated Sublicense Agreement. Furthermore, the parties acknowledge and agree that the execution of such Updated TM Sublicense Agreement shall not require amendment of this Agreement and shall become part of this Agreement upon its execution. In the event of conflict between multiple TM Sublicense Agreements, the most recently executed version shall control.

III. RESPONSIBILITIES OF THE PARTICIPANT AND LOCAL PROGRAM

A. Staffing.

In operation of the Local Program, Participant shall employ a full-time paid program manager who will attend at least two professional development segments annually as outlined in subsection B below. If necessary, a Texas Main Street Small City may, after the first three years of participating in the TMSP, permit the program manager position to also perform specific economic development, tourism, and other relevant duties while remaining as a full-time paid program manager. For the purposes of this Agreement, full-time employment means that the program manager works at least forty (40) hours per week dedicated toward the Local Program and downtown revitalization. Employees of the Participant shall be subject to the sole control and direction of the Participant. Participant shall move forward in an efficient manner to fill a program manager vacancy and the THC's State Coordinator shall be kept apprised of progress in filling vacancies. A Texas Main Street Urban City (as defined by 13 TAC 19.3(4)) shall additionally employ a full-time assistant program manager who shall also participate in the professional development under subsection B below.

B. Professional development.

The program manager will attend two professional development opportunities in their entirety per year from the list below:

1. Real Places Conference of the Texas Historical Commission.
2. TMSP Basic Training. Required orientation for new program managers.
3. TMSP Summer Professional Development for all program managers.
4. Texas Downtown Association/Texas Main Street Annual Conference.
5. National Main Street Now Conference.
6. PastForward Conference of the National Trust for Historic Preservation.
7. Texas Downtown Association Roundtables
8. Workshops, certification programs, and webinars of the THC or MAIN STREET AMERICA™.

Experienced program managers, as determined by THC, may substitute non-Main Street specific, relevant professional development for one of the above events with prior approval of THC. New managers shall attend the TMSP Basic Training, listed second on the list above, within their first year of employment. If there is an assistant Main Street employee in addition to the program manager/s referenced above, that person should also attend at least one segment of Main Street professional development annually.

If a replacement program manager is hired who has not previously attended TMSP Basic Training or does not have a background in Main Street, as determined by THC, the manager is required to attend one series of Basic Training/Professional Development. A \$500 stipend shall be charged to Participant for the training series required under these circumstances.

To help ensure an effectively-functioning local program, local program boards/volunteers are encouraged to attend TMSP educational opportunities or to contact TMSP for on-site training. No stipend is charged for their participation.

C. Commitment.

Participant agrees to carry out their Local Program work according to the Main Street Approach as promulgated by the National Main Street Center and displayed at <https://www.mainstreet.org/mainstreetamerica/theapproach>. Participant agrees to incorporate into their Local Program work, the following Main Street Community Accreditation Standards:

1. Broad-based Community Commitment
2. Leadership & Organizational Capacity
3. Diverse and Sustainable Funding
4. Strategy-Driven Programming
5. Preservation-Based Economic Development
6. Demonstrated Impact & Result

D. Reporting.

To measure progress, Participant shall track statistics such as reinvestment and job/business creation along with a quarterly activity report and submit them to the TMSP office by the 10th of the month following the end of each calendar quarter. Even if there has not been reinvestment activity in a quarter, Participant shall still submit a report noting such. Additionally, Participant shall submit an annual accreditation report that includes an evaluation of the Local Program implementation of the Main Street Community Accreditation Standards outlined in Section III. C above for the previous calendar year.

E. Probation.

Participant agrees that their Local Program may be placed on probation, which may result in the suspension of TMSP services or possible removal from the TMSP, for any of the following reasons:

1. Failure to submit an annual accreditation report pursuant to Section III. D above;
2. Failure to achieve accreditation objectives more than two (2) consecutive years;
3. Failure to submit activity reports for more than two (2) consecutive quarters;
4. Failure to submit reinvestment reports for more than two (2) consecutive quarters;
5. Failure to adequately staff or fund the program
6. Failure to abide by this Agreement.

THC shall notify Participant in writing prior to implementing probation in accordance with Texas Administrative Code, Title 13, Part 2, Chapter 19. In the case of probation, Participant will work with the THC's State Coordinator or delegate to overcome any deficiencies. THC may terminate the Local Program's participation in the TMSP if Participant fails to remediate identified deficiencies within a reasonable time. No fees will be refunded in cases of probation and any outstanding fees under this Agreement will remain due. During probationary status, the stipulations called for in sections III and IV of this Agreement may be temporarily altered or suspended upon THC's discretion.

F. National Main Street America™ membership.

Participant shall budget for and maintain membership in the National Main Street Center.

IV. SERVICES TO BE PERFORMED BY TMSP

A. On-site visits and technical expertise.

TMSP services are available to designated Texas Main Street Cities in good standing, including those provided through site visits to address design/planning, economic development and organizational/program capacity issues. Services may include, but are not limited to: downtown economic development assistance, façade renderings/technical reports, planning, preservation and historic building expertise by licensed architects and other design professionals; business development and funding advice, program manager and board training, program capacity-building, and strategic planning.

B. Securing a Main Street Manager.

Should a replacement program manager be needed, the TMSP office can assist with elements of the hiring process, including creating job descriptions, job posting and interviewing. Upon Participant's request, the TMSP office will assist in the hiring process; however, the responsibility for selection, salary, employment and employee-related legal matters will remain with Participant. Participant is responsible for, and shall hold THC and TMSP harmless from, all acts and omissions of its managers and all of its employees, agents, representatives, contractors and/or subcontractors.

V. GENERAL TERMS AND RESPONSIBILITIES.

A. Confidentiality and Public Information Act.

Notwithstanding any provisions of this Agreement to the contrary, Participant and THC will comply with the Texas Public Information Act, Texas Government Code, Chapter 552, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. THC and Participant agree to notify each other in writing within a reasonable time from receipt of a request for information related to Participant's work under this Agreement. Participant and THC will cooperate in the production of documents responsive to the request. Participant will notify THC within twenty-four (24) hours of receipt of any third-party requests for information that was provided by the State of Texas for use in performing the Agreement. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Subject to the Texas Public Information Act, Participant agrees to maintain the confidentiality of information received from the State of Texas during the performance of this Agreement, including information which discloses confidential personal information.

B. Dispute Resolution.

The dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by THC and Participant to resolve any dispute arising under the Agreement.

If Participant's claim for breach of Agreement cannot be resolved in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Participant shall submit written notice, as required by Chapter 2260, to

the individual identified in the Agreement for receipt of notices. Compliance by Participant with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

The contested case process provided in Chapter 2260 is Participant's sole and exclusive process for seeking a remedy for an alleged breach of Agreement by THC if the parties are unable to resolve their disputes as described above.

Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Agreement by Participant and THC nor any other conduct of any representative of the Participant or THC relating to the Agreement shall be considered a waiver of sovereign immunity to suit by THC or any governmental immunity to which Participant is otherwise entitled under Texas law.

C. Indemnification.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PARTICIPANT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND THE TM SUBLICENSE AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OFFICE OF THE ATTORNEY GENERAL ("OAG") WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

TO THE EXTENT ALLOWABLE BY LAW, PARTICIPANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THC AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF PARTICIPANT PURSUANT TO THIS AGREEMENT AND/OR UPDATED TM SUBLICENSE AGREEMENT. PARTICIPANT AND THC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PARTICIPANT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PARTICIPANT WITH THE OAG WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND

PARTICIPANT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG.

D. Independent Contractor.

Participant or Participant's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing goods or services. Participant or Participant's employees, representatives, agents and any subcontractors shall not be employees of THC. Should Participant subcontract any of the services required in this Agreement, Participant expressly understands and acknowledges that in entering into such subcontract(s), THC is in no manner liable to any subcontractor(s) of Participant. In no event shall this provision relieve Participant of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Agreement and the TM Sublicense Agreement or Updated TM Sublicense Agreement.

E. Ownership of Intellectual Property.

For the purposes of this Agreement, the term "Work Product" is defined as all reports, analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, knowledge, know-how, ideas, improvements, plans, advice, research, materials, intellectual property or other property developed, produced, or generated in part or in full by THC and/or in cooperation with Participant, in connection with this Agreement. Work Product specifically excludes pre-existing material owned by Participant, or material developed during the Term of this Agreement independently and exclusively by Participant without any THC involvement or contribution, and that does not include or incorporate any Work Product or Work Product components ("Independent Participant Material"). All Work Product generated pursuant to this Agreement is made the exclusive property of THC. All right, title and interest in and to said Work Product shall vest in THC upon creation and shall be deemed to be, and is expressly intended by the parties to be, a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to any such Work Product may not, by operation of law, vest in THC, or such Work Product may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to THC. THC shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the Work Product subject matter, and any extensions and renewals thereof.

Furthermore, if and to the extent THC provides Participant any Work Product and/or other property owned by THC ("THC Property") to assist Participant to further the Local Program and the purpose of this Agreement, THC hereby grants Participant, commencing upon the date that Participant is designated as a Texas Main Street City, a nonexclusive, revocable, worldwide, fully paid, royalty-free, license, for the Term of this Agreement while Participant remains designated as a Texas Main Street City, to reproduce, modify, distribute, publicly perform, publicly display and use the THC Property only to the extent such use is in furtherance of the Local Program. To the extent Participant provides any Independent Participant Material to THC in connection with this Agreement, Participant hereby grants THC, and THC accepts, a nonexclusive, perpetual, irrevocable, worldwide, fully paid, royalty-free license to use, reproduce, copy, modify distribute, publicly perform, publicly display, store, post on the Internet and creative derivative works of such Independent

Participant Material, and to sublicense and transfer such Independent Participant Material to third parties to use in accordance with these license terms for THC purposes.

F. State Auditor.

In addition to and without limitation on the other audit provisions of this Agreement, and to the extent applicable, pursuant to Section 2262.154 of the Texas Government Code, the State Auditor's Office may conduct an audit or investigation of Participant or any other entity or person receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by Participant or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the State Auditor's Office, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. Under the direction of the Legislative Audit Committee, Participant or other entity that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit. Participant further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Participant shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through Participant and the requirement to cooperate is included in any subcontract it awards. The State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Participant related to this Agreement.

G. Assignment.

Participant may not assign this Agreement, in whole or in part, and may not assign any right or duty required under it, without the prior written consent of THC. Any attempted assignment in violation of this provision is void and without effect.

VI. CONTRACT AMOUNT

In accordance with Texas Government Code, sec.442.014(d) and 13 TAC sec.19.5(d), Participant shall pay THC a fee in the amount of \$535.00 to defray cost of staff time and expenses for services provided under the Local Program. THC shall invoice for the fee and Participant shall tender payment within 60 days.

VII. TERM and TERMINATION

A. Term.

This Agreement begins upon the latest date the Agreement becomes fully executed by individuals who have the authority to bind the party on whose behalf he or she is signing ("Effective Date") and shall expire on December 31, 2021 unless terminated at an earlier date pursuant to subsection B below.

B. Termination.

1. Either party shall have a right to terminate all performances to be rendered under this Agreement by notifying the other party in writing at least ten (10) days in advance of the termination date.
2. In the event Participant refuses or fails to execute any Updated TM Sublicense Agreement pursuant to the terms of Section II. above within sixty (60) days of receipt thereof, THC shall have the right to immediately terminate this Agreement by written notice to the Participant.
3. Upon termination of this Agreement under subsections 1 and 2 above, Participant will no longer be designated as an official Texas Main Street City (as defined in 13 TAC sec. 19.3(2)), and will no longer be allowed the use of any Work Product or THC Property, as defined herein, or the registered trademark, logos and brand of National Main Street Center's membership program MAIN STREET AMERICA™. In such event, Participant agrees to return to THC any Work Product and THC Property in its possession.
4. No funds paid under Section VI. Above shall be refunded in any case of termination.

VIII. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be in writing and signed by both parties.

IX. APPLICABLE LAW AND VENUE; NO WAIVER; SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas.

Nothing in this Agreement shall be construed as a waiver of THC's sovereign immunity or any governmental immunity to which Participant is entitled under Texas law. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Participant, THC or the State of Texas under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

X. PROHIBITED FOREIGN BUSINESSES

In accordance with Texas Government Code, Chapter 2252, Subchapter F, Participant hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 806.051 (companies with business operations in Sudan), 807.051 (companies with business operations in Iran), or 2252.153 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization).

Notwithstanding the foregoing, a company that the United States government affirmatively

declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.

XI. FORCE MAJEURE

THC shall not be responsible for performance under this Agreement should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of THC.

Participant shall not be liable to THC for non-performance or delay in performance of a requirement under this Agreement if such non-performance or delay is due to one of the following occurrences, which occurrence must not be preventable through the exercise of reasonable diligence, be beyond the control of Participant, cannot be circumvented through the use of alternate sources, work-around plans, or other means and occur without its fault or negligence: fire; flood; lightning strike; weather damage; earthquake; tornado; hurricane; snow or ice storms; equipment break down; acts of war, terrorism, riots, or civil disorder; strikes and disruption or outage of communications, power, or other utility.

In the event of an occurrence under the above paragraph, Participant will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail, and Participant continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Participant shall immediately notify the THC's State Coordinator by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

XII. NOTICES.

Any notices and/or documents required hereunder shall be deemed to have been duly provided if in writing and delivered personally or by pre-paid guaranteed overnight delivery service, or sent postage prepaid by United States certified mail, return receipt requested. Any such notice shall be effective on the date of delivery if delivered personally, on the next business day following delivery to the guaranteed overnight delivery service if the notice was so delivered and the charges were prepaid, or on the date the recipient signed for the notice if sent by certified mail.

Notices shall be addressed as follows, or at such other address as any party hereto shall notify the other of in writing:

If to THC.:
Texas Historical Commission
P.O. Box 12276
Austin, TX 78711

If to Participant:

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

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL
PERFORMANCE OF THIS AGREEMENT.

Authorized Signature
(City Manager, Mayor, or Board Chair)
Signer title: Mayor
Signer printed name: Sam R. Engate
Signer address: 400 W. King Ave., Kingsville, TX 78363
Signer phone: (361) 595-8002

Date: _____

Debra Drescher, State Coordinator
Texas Main Street Program
P.O. Box 12276 Austin, TX 78711
512-463-5758 debra.drescher@thc.texas.gov

Date: _____

Mark Wolfe, Executive Director
Texas Historical Commission
P.O. Box 12276 Austin, TX 78711
512-463-6100

Date: _____

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between Texas Historical Commission ("**Coordinating Program**") and City of Kingsville, TX ("**Sublicensee**"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

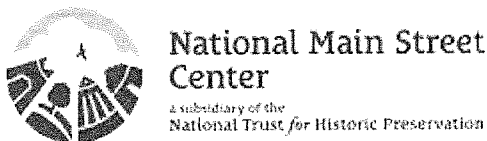
- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:



As a Main Street America™ Accredited program, INSERT NAME HERE is a recognized leading program among the national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by the National Main Street Center.

- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee

**National Main Street Center
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must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through December 31, 2021, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: <http://www.preservationnation.org/main-street/about-main-street/main-street-america/main-street-america-tier.html#.VmYLY7grLIU>, and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair

**National Main Street Center
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the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks

**National Main Street Center
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licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class postage prepaid, certified and return receipt requested) or with a reputable overnight express delivery service (with confirmed delivery, charge prepaid or billed to shipper), addressed to the party to be served as follows, unless a different address is designated in writing by the party to be served. Notice shall also be required to be given by electronic mail on the same date as deposited in the mail. Notice given by mail alone shall not be sufficient.

To Coordinating Program:

Name: Texas Historical Commission
Address: PO Box 12276
 Austin, TX 78711-2276
Phone: 512-463-5758
Email: debra.drescher@thc.texas.gov

To Sublicensee:

Name: City of Kingsville
Address: P.O. Box 1458
 Kingsville, TX 78364
Phone: (361) 595-8002
Email: mayor@cityofkingsville.com

14. Successors. This Agreement shall be binding upon, and will inure to the benefit of, the parties and their respective permitted successors and assigns.

15. Modification. No amendment or modification of the terms or conditions of this License Agreement will be valid unless in writing and signed by both parties.

16. Waiver. The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Sublicense Agreement. No waiver shall be valid or binding unless in writing and signed by the waiving party.

17. Severability. If any provision of this Sublicense Agreement or the application of any provision hereof to any person or circumstances is held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall continue in effect and the invalid provision shall be deemed modified to the least degree necessary to remedy such invalidity.

18. Entire Agreement. This Sublicense Agreement is the entire agreement between the parties with respect to the matters referred to herein and it supersedes and replaces all prior and contemporaneous oral and written understandings pertaining to the subject matter hereof.

Coordinating Program

Sublicensee

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

By: _____ By: _____
Name, Title *Mark McLaughlin, City Manager* Name, Title
City of Kingsville, TX

Date: _____ Date: _____

REGULAR AGENDA

AGENDA ITEM #6

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: January 25, 2021

SUBJECT: Consider Awarding RFP# 21-01 for 2021 N. Armstrong Street Improvements from Santa Gertrudis Avenue to Kenedy Avenue and authorizing execution of the contract.

Summary:

On January 12, 2021, the City received 5 bids and were publicly opened for the 2021 N. Armstrong Street Improvements from Santa Gertrudis Avenue to Kenedy Avenue. Bidder 1 was J. E. Construction Services located in Corpus Christi, Texas. Bidder 2 was Mako Contracting located in Corpus Christi, Texas. Bidder 3 was Tierra Leasing Services LLC, located in Karnes City, Texas. Bidder 4 was the Diamond X Contracting Inc., located in Johnson City, Texas. Bidder 5 was J. Carroll Weaver Inc., located in Sinton, Texas. The total bids ranged from \$762,814.73 to \$1,112,324.52. We are pleased to announce the project had successful bids under the engineer's estimated cost.

References were verified for all Contractors. We recommend awarding the project to J. Carroll Weaver Inc. in the amount of \$762,814.73 for the base bid and alternate #1.

Background:

The Armstrong Street Improvements between Santa Gertrudis Avenue and Kenedy Avenue include 3,000 feet of full depth construction. The project is in three phases approximately 1,000 feet long and will allow residents and businesses same day access. The project includes new pavement markings for two bike lanes (lane width varies 3'-6" to 5'-0"), 2 travel lanes (9'-6" wide) and a dedicated turning lane (10'-0" wide). The proposed markings will introduce a new method of transportation for bicyclists with their only travel lane for traffic safety. By narrowing the existing travel lanes, it will reduce speeding in the area and provide additional traffic safety. The proposed pavement is 3



**City of Kingsville
Engineering Dept.**

inches hot mix asphalt and 11 inches of limestone base for a total pavement section of 14 inches. The pavement design was provided by a Geotechnical Consultant based on the traffic volume and loads. The pavement is designed for a 20-year life cycle in combination with intermediate preventative maintenance. The above referenced scope are base bid items.

The project includes an alternate bid item for a proposed 4-foot-wide sidewalk on the east side between Henrietta Avenue to alley due south and Kleberg Avenue to alley due south. The remaining east side of the street has existing sidewalks. This alternate will help in providing pedestrian safety when walking between Santa Gertrudis Avenue and Kennedy Avenue.

The Preliminary Engineer's Cost Estimate is approximately \$980,000.00 for the base bid items. The construction will be completed in 4 months, and the approximate date of completion is July 5, 2021.

Professional Engineer Services were preformed by the City Engineering Department.

Water and wastewater utilities will be upgraded prior to the start of construction to prevent any damages to the proposed street improvements. Public Works will perform the utility upgrades.

This project was included in the FY 21 Streets CIP Worksheet list.

The average existing pavement section for Armstrong Street between Santa Gertrudis Avenue and Kenedy Avenue is 2 inches of asphalt and 9 inches of base for a total pavement section of 11 inches. The existing street has 2 travel lanes and a left only turning lane at the intersection at Santa Gertrudis Avenue/Armstrong Street and King Avenue/Armstrong Street. Students who ride their bikes to school use the vehicle travel lane or sidewalk to attend the local university. The pavement width varies from 43 to 36 feet wide. Armstrong Street has existing sidewalks on both sides but more on the east side with a couple of sections missing.

Financial Impact:

The financial impact will be \$762,814.73. The project is funded by the Street Fund 092.



**City of Kingsville
Engineering Dept.**

Recommendation:

Staff recommends: 1) award of the bid RFP#21-01 for 2021 Armstrong Street Improvement Project to J. Carroll Weaver Inc., and 2) approval of a resolution giving the City Manager the authority to sign the Standard Form Agreement between the City and J. Carroll Weaver Inc.

Attachments:

Bid Tabulation

Resolution

Standard Form of Agreement



BID TABULATION

City of Kingsville
 Project Name: 2021 N. Armstrong Street Improvements From Santa Gertrudis Avenue to Kenedy Avenue
 Bid Number: 21-01
 Date: January 12, 2021



ITEM		QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL PRICE	J. Carroll Weavers, Inc. PO Box 1341 Sinton, TX 78387		Diamond X Contracting, Inc. PO Box 176 Johnson City, TX 76836		Tierra Lease Services, LLC 1338 CT 345 Karnes City, TX 78118		JB Construction Services 7545 Up River Road Corpus Christi, TX 78409		Wako Contracting 3434 S. Main St., Ste. 3153 Corpus Christi, TX 78411	
BASE BID: 2021 N. ARMSTRONG STREET IMPROVEMENTS FROM SANTA GERTRUDIS AVENUE TO KENEDY AVENUE																	
B-1	11808	SY	3"	HMAL PAVEMENT(TYPE D)		\$18.16	\$214,433.28			\$19.00	\$224,352.00	\$19.75	\$233,208.00	\$25.20	\$297,561.60	\$30.85	\$364,276.80
B-2	11808	SY	SINGLE	COURSE SEAL(AC-3 & #4 GRADE GRAVEL)		\$5.00	\$39,040.00			\$6.40	\$75,571.20	\$3.75	\$44,280.00	\$4.30	\$50,774.40	\$6.80	\$80,294.40
B-3	1783	GAL	PRIME	COAT(MC-30)		\$5.23	\$9,325.09			\$7.00	\$12,481.00	\$6.50	\$11,589.50	\$6.80	\$12,124.40	\$10.00	\$17,830.00
B-4	11808	SY	10"	LIMESTONE FLEXIBLE BASE(TYPE A, GRADE 1-2)		\$33.45	\$394,977.68			\$33.00	\$389,664.00	\$37.50	\$442,800.00	\$37.60	\$443,980.80	\$42.00	\$495,936.00
B-5	11808	SY	GEO-GRID	BASE REINFORCEMENTS ON COMPACTED SUBGRADE		\$2.46	\$29,047.68			\$3.00	\$35,424.00	\$1.50	\$17,712.00	\$3.50	\$41,328.00	\$8.00	\$94,464.00
B-6	9	EA	MANHOLE	ADJUSTMENT WITH CONC. COLLAR		\$1,916.68	\$17,250.12			\$500.00	\$6,750.00	\$3,000.00	\$27,000.00	\$2,000.00	\$18,000.00	\$1,800.00	\$16,200.00
B-7	1	EA	VALVE BOX	ADJUSTMENT WITH CONC. COLLAR		\$888.00	\$888.00			\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$2,800.00	\$2,800.00	\$900.00	\$900.00
B-8	4778	LF	REFLECTORIZED	PAVEMENT MARKING(TYP. 1, W. 4" SLD. 090 MIL)		\$0.44	\$2,102.32			\$0.50	\$2,389.00	\$0.50	\$2,389.00	\$0.55	\$2,627.90	\$0.48	\$2,293.44
B-9	4743	LF	REFLECTORIZED	PAVEMENT MARKING(TYP. 1, Y. 4" SLD. 090 MIL)		\$0.44	\$2,086.92			\$0.50	\$2,371.50	\$0.50	\$2,371.50	\$0.55	\$2,608.65	\$0.48	\$2,276.64
B-10	3696	LF	REFLECTORIZED	PAVEMENT MARKING(TYP. 1, Y. 4" BRK. 090 MIL)		\$0.61	\$2,254.56			\$0.60	\$2,217.60	\$0.60	\$2,217.60	\$0.75	\$2,772.00	\$0.66	\$2,439.36
B-11	76	LF	PREFAB	PAVEMENT MARKING(TYP. C. W. 12" SLD. 090 MIL) STOP BAR		\$6.67	\$506.92			\$6.50	\$494.00	\$6.50	\$494.00	\$8.00	\$608.00	\$7.20	\$547.20
B-12	636	LF	PREFAB	PAVEMENT MARKING(TYP. C. W. 24" SLD. 090 MIL) CROSSWALK		\$13.32	\$8,471.52			\$13.00	\$8,268.00	\$13.00	\$8,268.00	\$16.00	\$10,176.00	\$14.40	\$9,158.40
B-13	73	EA	REFLECTORIZED	PAVEMENT MARKING(TYP. 1, 11-A-A)		\$4.44	\$324.12			\$5.00	\$365.00	\$4.25	\$310.25	\$5.50	\$401.50	\$4.80	\$350.40
B-14	16	EA	REFLECTORIZED	PAVEMENT MARKING(TYP. 1, W. SGL. ARW. 100 MIL)		\$233.10	\$3,729.60			\$172.00	\$2,752.00	\$175.00	\$2,800.00	\$216.00	\$3,456.00	\$192.00	\$3,072.00
B-15	6	EA	REFLECTORIZED	PAVEMENT MARKING(TYP. 1, W. DBL. ARW. 100 MIL)		\$277.50	\$1,665.00			\$270.00	\$1,620.00	\$275.00	\$1,650.00	\$227.00	\$1,362.00	\$300.00	\$1,800.00
B-16	3	EA	REFLECTORIZED	PAVEMENT MARKING(TYP. 1, W. WORD 100 MIL)		\$233.10	\$699.30			\$225.00	\$675.00	\$225.00	\$675.00	\$283.00	\$849.00	\$252.00	\$756.00
B-17	6	EA	REFLECTORIZED	PAVEMENT MARKING(TYP. 1, W. BIKE ARW. 100 MIL)		\$205.35	\$1,232.10			\$200.00	\$1,200.00	\$200.00	\$1,200.00	\$250.00	\$1,500.00	\$222.00	\$1,332.00
B-18	6	EA	REFLECTORIZED	PAVEMENT MARKING(TYP. 1, W. BIKE ARW. 100 MIL)		\$94.35	\$566.10			\$91.00	\$546.00	\$100.00	\$600.00	\$115.00	\$690.00	\$102.00	\$612.00
B-19	303	LF	REFLECTORIZED	PAVEMENT MARKING(TYP. 1, W. 8" SOLID. 090 MIL)		\$0.89	\$269.67			\$0.90	\$272.70	\$0.85	\$257.55	\$1.10	\$333.30	\$0.96	\$290.88
TOTAL BASE BID							\$748,869.96				\$767,913.00		\$801,322.40		\$893,953.55		\$1,094,829.52
ALTERNATE BID NO. 1: N. ARMSTRONG STREET IMPROVEMENTS FROM SANTA GERTRUDIS AVENUE TO KENEDY AVENUE																	
A1-1	25	SY	6"	CONCRETE PAVEMENT WITH 4" LIMESTONE BASE		\$162.23	\$4,055.75			\$170.00	\$4,250.00	\$200.00	\$5,000.00	\$181.00	\$4,525.00	\$120.00	\$3,000.00
A1-2	119	SY	4"	THICK CONCRETE SIDEWALK		\$72.12	\$8,582.28			\$70.00	\$8,330.00	\$98.00	\$11,662.00	\$156.00	\$18,564.00	\$105.00	\$12,495.00
A1-3	20	SY	ASPHALT	DRIVEWAY REPAIR-2" HMA PAVEMENT(TYP. D) 8" LIMESTONE BASE		\$65.34	\$1,306.80			\$60.00	\$1,200.00	\$100.00	\$2,000.00	\$140.00	\$2,800.00	\$100.00	\$2,000.00
TOTAL ALTERNATE BID NO. 1							\$13,944.83				\$13,780.00		\$18,662.00		\$25,889.00		\$17,495.00
TOTAL BASE BID + ALTERNATIVE BID NO. 1							\$762,814.73				\$781,693.00		\$819,984.40		\$919,842.55		\$1,112,324.52

* DENOTES ERROR IN BID

BID RESULTS RANKING - LOWEST TO HIGHEST:

1 2 3 4 5

RESOLUTION #2021-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A STANDARD FORM OF AGREEMENT BETWEEN CITY AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE FOR NORTH ARMSTRONG STREET IMPROVEMENTS FROM SANTA GERTRUDIS AVENUE TO KENEDY AVENUE; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have North Armstrong Street from Santa Gertrudis Avenue to Kenedy Avenue redone and prepared a bid (RFP#21-01) for that purpose; and

WHEREAS, the City advertised RFP#21-01 in the local newspaper on December 31, 2020 and on January 7, 2021 and closed bids on January 12, 2021 at which time five bids were received; and

WHEREAS, after review of all bids and confirmation of references, staff is recommending the bid be awarded to the bidder who had the best value for the City and was the apparent low bidder, J. Carroll Weaver, Inc. located in Sinton, Texas, for the base bid and alternate #1 in the total amount of \$762,814.73; and

WHEREAS, the bid packet included a copy of the Standard Form of Agreement Between the City and Contractor on the Basis of a Stipulated Price, staff is also recommending this resolution be approved to authorize the City Manager to execute that agreement with the selected contractor;

WHEREAS, the City and J. Carroll Weaver, Inc. have reviewed the Standard Form of Agreement Between the City and Contractor on the Basis of a Stipulated Price for North Armstrong Street Improvements from Santa Gertrudis Avenue to Kenedy Avenue that agreement is ready for approval by City Commission.

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 Standard Form of Agreement Between the City and Contractor on the Basis of a Stipulated Price for North Armstrong Street Improvements from Santa Gertrudis Avenue to Kenedy Avenue 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 January, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the ____ day of ____ in the year ____ by and between the City of Kingsville, 400 W. King Avenue, Kingsville, Texas 78363 (hereinafter called CITY) and J. Carroll Weaver Inc, P.O. Box 1361, Sinton, Texas 78387 (hereinafter called CONTRACTOR). CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK:

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

“City of Kingsville – BID 21-01 2020 N. ARMSTRONG STREET IMPROVEMENTS FROM SANTA GERTRUDIS AVENUE TO KENEDY AVENUE”

Article 2. ENGINEER:

The Project has been designed by:



City of Kingsville - Engineering Department
400 W. King Avenue
Kingsville, Texas 78363
(361) 595-8007

Who is hereinafter called ENGINEER and who is to act as CITY'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work will be completed and ready for final payment in accordance with the General Conditions within 120 calendar days from the date when the Contract Time commences to run.
- 3.2 Liquidated Damages. CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the General Conditions.

They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY two hundred & 00/100 dollars (\$200.00) for each calendar day that expires after the time specified in Article 3.1 of this Agreement for Substantial Completion until the Work is substantially complete. After Substantial Completion if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY two hundred dollars (\$200.00) for each calendar day that expires after the time specified in Article 3.1 of this Agreement for completion and readiness for final payment.

Article 4. CONTRACT PRICE:

- 4.1 CITY shall pay CONTRACTOR for completion of Work in accordance with the Contract Documents in current funds as follows: Per Contractors Proposal dated 1/12/21 in the total base bid in the amount of \$748,869.90, total alternate No. 1 amount of, \$13,944.83, total base bid + Alternate bid No. 1 in the amount of \$762,814.73, as attached and a part of this contract document.

Article 5. PAYMENT PROCEDURES:

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

Article 6. INTEREST:

All moneys not paid when due as provided in the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTORS REPRESENTATIONS:

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance of furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigation, explorations, tests reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.3 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General and Special Conditions.
- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS:

The Contract Documents which comprise the entire agreement between CITY and CONTRACTOR concerning the Work consists of the following:

- 8.1 A bound set of executed documents and specifications titled:

**CONTRACT DOCUMENTS
&
TECHNICAL SPECIFICATIONS
FOR**

BID 21-01

**2020 N. ARMSTRONG STREET IMPROVEMENTS FROM SANTA GERTRUDIS AVENUE TO KENEDY
AVENUE**

**FOR
CITY OF KINGSVILLE, TEXAS**

City Manager

Mark McLaughlin

Mayor

Sam Fugate

Commissioner(s)

Hector Hinojosa

Edna Lopez

Ann Marie Torres

Norma Nelda Alvarez

DECEMBER 2020

Prepared by:



Engineering Department
400 W. King Avenue
Kingsville, Texas 78363
(361) 595-8007

together with all of the items or sections listed in the Table of Contents thereof.

- 8.2 A Notice of Award consisting of one page.
- 8.3 A Notice to Proceed with Construction consisting of one page which shall be executed at a later date.

8.4 A set of drawings consisting of FIFTY-THREE (53) sheets titled:

- | | <u>Description</u> |
|-----|--|
| 1. | COVER SHEET |
| 2. | GENERAL NOTES AND OVERALL SITE PLAN |
| 3. | STA. 0+00 TO STA. 3+50 |
| 4. | STA. 3+50 TO STA. 7+00 |
| 5. | STA. 7+00 TO STA. 10+50 |
| 6. | STA. 10+50 TO STA. 14+00 |
| 7. | STA. 14+00 TO STA. 17+50 |
| 8. | STA. 17+50 TO STA. 21+00 |
| 9. | STA. 21+00 TO STA. 24+50 |
| 10. | STA. 24+50 TO STA. 28+00 |
| 11. | STA. 28+00 TO END |
| 12. | EXISTING AND PROPOSED TYP. STREET SECTIONS |
| 13. | SIDEWALK AND DRIVEWAY DETAILS 9 ALTERNATE BID NO. 1) |
| 14. | SUMMARY OF MANHOLE AND VALVE BOX DETAILS |
| 15. | TCP – ADVANCED WARNING AND GENERAL NOTES |
| 16. | TCP – PHASE I & IV |
| 17. | TCP – PHASE II & V |
| 18. | TCP – PHASE II & VI |
| 19. | SUMMARY OF PAVEMENT MARKINGS |
| 20. | STA. 0+00 TO STA. 3+50 |
| 21. | STA. 3+50 TO STA. 7+00 |
| 22. | STA. 7+00 TO STA. 10+50 |
| 23. | STA. 10+50 TO STA. 14+00 |
| 24. | STA. 14+00 TO STA. 17+50 |
| 25. | STA. 17+50 TO STA. 21+00 |
| 26. | STA. 21+00 TO STA. 24+50 |
| 27. | STA. 24+50 TO STA. 28+00 |
| 28. | STA. 28+00 TO END |
| 29. | BARRICADE AND CONSTRUCTION SHEETS |
| 30. | EROSION CONTROL SHEETS |
| 31. | TRAFFIC CONTROL SHEETS |
| 32. | PAVEMENT MARKING SHEETS |

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS

- 10.1 The successful bidder who is awarded this bid will be required to complete and return a Conflict of Interest Disclosure Form and a Form 1295 – Certificate of Interested Parties
- 10.2 This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR.
- 10.3 CONTRACTOR agrees to abide by all local, state, and federal nondiscrimination and fair wages, and all other laws applicable to this contract.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in five counterparts. Two counterparts each have been delivered to CITY and CONTRACTOR and one counterpart to ENGINEER. All portions of the Contract Documents have been signed or identified by CITY and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 20____

CITY:

CONTRACTOR:

City of Kingsville, Texas

J. Carroll Weaver, Inc.

By: _____
Mark McLaughlin, City Manager

By: _____

Attest: _____
Mary Valenzuela, City Secretary

Attest: _____

Address for giving notices:

**City of Kingsville
400 W. King Avenue
Kingsville, Texas, 78363**

Address for giving notices:

**J. Carroll Weaver Inc.
P.O. Box 1361
Sinton, Texas, 78387**

AGENDA ITEM #7

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: January 25, 2021

SUBJECT: Consider awarding Professional Engineering Services related to the Flood Infrastructure Fund grant program administered by the Texas Water Development Board (TWDB).

Summary:

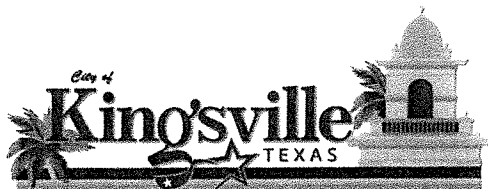
On January 11, 2021, the Commission selected an Evaluation Committee to select a consultant for Professional Engineering Services for four (4) drainage improvement projects. The Evaluation Committee reviewed five (5) Statement of Qualifications. Once done awarding professional engineering services, the next step is to negotiate a contract.

Background:

On December 14, 2020, I received four emails from the TWDB stating that the City's four grant and loan applications are considered administratively complete. The next phase in the application process, TWDB is reviewing each section of the application may provide comments and then consider awarding the grant and loan funding.

The City applied to four (4) drainage improvement projects based on the Drainage Master Plan in the following areas:

1. Location 1 – Fairview Drive.
2. Location 3 – 21st Street.
3. Location 4 – Alexander Avenue
4. Location 7 – Pasadena Street



**City of Kingsville
Engineering Dept.**

An RFQ 21-02 for Professional Engineering Services was advertised in the local paper on December 3rd and 10th, 2020. The City received five (5) SOQ's prior to the December 22, 2020 deadline. The SOQ's were evaluated by the Committee, and International Consulting Engineers (ICE) was selected for Professional Engineering Services.

The Evaluation Committee appointed by the City Commission on January 11, 2021 included the City Manager, Purchasing Manager, Capital Improvements Manager, Public Works Director, and City Engineer.

Financial Impact:

There is no financial impact in awarding the RFQ to a consultant for Professional Engineering Services. A contract shall be negotiated for Professional Engineering Services, but the City is not obligated to proceed with the contract if the City is not awarded the TWDB FIF funds.

Recommendation:

The Evaluation Committee recommends awarding RFQ#21-02 for Professional Engineering Services to International Consulting Engineers and begin negotiating a contract.

Attachments:

None.



AGENDA ITEM #8



Date: January 13, 2021

To: City Commission via City Manager Mark McLaughlin

CC: Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

From: Janine Reyes, Director of Tourism Services

Summary: The Hotel Occupancy Tax Advisory Board was created in 2016 by City of Kingsville City Commissioners. The board meets quarterly and makes recommendations for activities, programs and expenditures authorized by state tax code guiding appropriate use of occupancy tax funds.

All members will be appointed to the board by the City Commission at the recommendation of the City Manager.

Effective October 2nd, member Jonathan Plant resigned from the board:

City Manager Mark McLaughlin is making the following recommendation for the HOT Advisory Board appointment:

- Dr. Maria Ayala-Schuneman, Conner Museum Representative

Dr. Ayala—Schuneman has agreed to serve a two-year term on the board. During the 1/6/2021 HOT Advisory Board Meeting, board members voted unanimously to appoint Dr. Ayala-Schuneman.



AGENDA ITEM #9

City of Kingsville Downtown

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Brenda Joyas, CNU-A, Downtown Manager/HPO

DATE: January 25, 2021

SUBJECT: Request appointment and confirmation for new Downtown Merchant Representative for the Main Street Advisory Board, Bruce Harvill.

Summary:

Due to Denise Zimmerman's term coming to an end along with her decision not to renew her service, the Main Street Advisory Board has approved Bruce Harvill, business owner of Linda Vista Affordable Jewelry and Art as the next Downtown Merchant Representative for the Main Street Advisory Board.

Background:

Even though his store Linda Vista is fairly new, Mr. Harvill grew up in Kingsville and has deep roots. It is because of family that he and his wife Linda decided to return to Kingsville to retire.

I have had the pleasure of meeting Mr. Harvill and Linda at their store and he is always happy to share an idea for downtown. He keeps an eye on happenings to make sure everything is on the right track and is always willing to lend a helping hand.

Mr. Harvill has produced some wonderful videos portraying our city and historic downtown with many historic pictures. You can find the videos on the links below:



Texas Theatre:

<https://www.youtube.com/watch?v=jEHZYWe2bHU>

Historic Kingsville Slideshow:

<https://www.youtube.com/watch?v=28gS6RKN9tY>

Pictorial History of Kingsville:

https://www.youtube.com/watch?v=HmRB_wKYS0A

Attached you will find his CV.

Financial Impact:

There is no financial impact.

Recommendation:

Staff recommends the appointment and confirmation of Bruce Harvill as the new Downtown Merchant Representative for the Main Street Advisory Board.

Attachments:

Bruce Harvill's CV



My wife, Linda and I current own and operate Linda Vista Affordable Jewelry and Art located at 313 E. Kleberg Ave in Kingsville's Historic Downtown District.

Currently, I am also working on a restoration project for the Old Texas Theater. Once funding has been acquired, the proposed 18-month long project will bring additional business to the downtown area.

In addition over the past 40 years, I work on the following projects.

Skatin' Place – Stafford, TX (employed for 2 years)
Dairy Ashford Roller Rink – Houston, TX (employed for 9 years)
Deary Production and Recording Studio – Broomfield, CO (employed for 3 years)
(touring sound engineer for the bands, Stryper, Rush and U2)
Houston Muscle Care Centers – 3 locations in Houston, TX (owned the businesses for 5 years)
The Children's Museum of Houston (employed for 2 years)
FunPlex II – Houston, TX (employed for 4 years)

A sample of large city/government projects that I have consulted on.

Numerica Skate Ribbon – Spokane, Washington

<https://my.spokanecity.org/riverfrontspokane/attractions/skate-ribbon/>

Millennium Youth Entertainment Complex – Austin, Texas

<http://www.myec.net/about>

Employed as a managing consultant with a short-term contract:

FunPlex I – Denver, CO

Spin City Roller Rink – Pigeon Forge, TN

Utrecht Art Supply – Atlanta

Utrecht Art Supply – Portland

Employed as an operational consultant with a one year or longer project completion contract:

DeLand Roller Rink – DeLand, FL

Trout Pond Park – Muncy, PA

Wheels Fun Park – Durham, NC

Utrecht Art Supply – Houston

My current clients are located in

Louisiana

Georgia

Washington, DC

Seoul, South Korea

Southern California

Florida

I am writing a popular blog on skating rinks, FECs and other entertainment businesses

<https://excelrollerrinkconsultants.wordpress.com/>. At the present time I am one of only four consultants in the world that specialize solely in the family entertainment center industry.

I have written two humorous books on raising children in today's day and age. From time to time, I perform as a stand up comedian and humorist.

While working in the family entertainment center industry I design, remodeled and operated business including skating rinks, bowling centers, amusement parks and (multi-screen) movie theaters.

I live quietly with my wife Linda in Kingsville, Texas with our pet goldfish "Killer".

AGENDA ITEM #10

City of Kingsville Downtown

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Brenda Joyas, CNU-A, Downtown Manager/HPO

DATE: January 25, 2021

SUBJECT: 2021 Action Plan for Main Street America

Summary:

Information on approved 2021 Action Plan for Main Street America as part of the yearly accreditation report.

Background:

The 2021 Action Plan mirrors the Implementation Initiatives for the Vision for the Future of the Downtown District that the city approved in 2017.

The measurable outcomes are briefly described below:

- Encourage 1 or more 501(c)3's
- Create at least 2 community group adoption projects
- At least one real-estate partner
- Fill three (3) vacant spaces w/ pop-ups with events



- Keep implementing public improvements
- Create one event to fund downtown projects exclusively
- Advertising with radio, public service announcements, blip boards, and T.V. in cities around Kingsville.

Financial Impact:

No financial impact

Recommendation:

Staff recommends review of the detailed 2021 Action Plan

Attachments:

2021 Action Plan



2021 Kingsville Main Street (KMS) Action Plan

Program & Partnership Strategy	Create a stronger KMS program that is effectively organized to strategically and effectively shepherd downtown into its growth phase.			
	Organization	Design	Promotion	Economic Vitality
Measurable outcome: KMS will have volunteer and staff leadership capable of moving the program forward with harmonious goals and complete articulated projects. <ul style="list-style-type: none"> - Encourage 1 or more 501(c)3's - Create at least 2 community group adoption projects - Real-estate partners at least (1) 	1. Action: A fully-trained, knowledgeable board is in place that has an orientation to their roles and responsibilities. a. Timeline - whenever a new board member is selected and once annually as a group	1. Action: Work under the Visual Improvement Strategy a. Timeline - under Visual Improvement Strategy	1. Action: Work actively with downtown organizations, and Economic Development Council in support of their downtown events and projects. a. Timeline –invite Board (organizations & EDC) to each KMSAB meetings & hold joint meeting yearly	1. Action: Work under the Vacancy Reduction Strategy with introducing Better Block techniques (pop-ups) a. Timeline - under Vacancy Reduction Strategy
	2. Action: Create a Board manual that includes at least this report, a copy of the Downtown Vision Plan, statements of purpose, and district map. a. Timeline - whenever a new board member is selected and updated annually	2. Action: Create volunteer groups such as Boy Scouts and students for downtown clean-up and improvement projects throughout the year. Participate in events that engage downtown. a. Timeline - ongoing	2. Action: Support downtown by promoting and communicating what is happening. Invite KMSAB members to accompany City staff on visits to downtown merchants and other outreach activities. a. Timeline - ongoing	2. Action: Reach out to new downtown business owners to assist them in getting established and encourage them to participate in downtown activities. a. Timeline - ongoing

Visual Improvement Strategy	Visually improve downtown, beginning with interim steps, that will lead to physical improvements, business developments, and reinvestment.				
Measurable outcome:	Organization	Design	Promotion	Economic Vitality	
<p>There will be noticeable visual improvement in both public spaces and private properties and a corresponding increase in reinvestment over the next three years.</p> <p>There will also be an increase in job and business creation.</p> <ul style="list-style-type: none"> - Fill three (3) vacant spaces w/ pop-ups with events - 10% increase 	<p>1. Action. Encourage building owners to install quality signage. Advocate for decreased matches on grants for signs. Partner with TAMUK on various projects.</p> <p>a. Timeline –ongoing</p> <p>2. Action: All board members review the city's Downtown Vision Plan and find downtown-related areas that KMS can help fulfill.</p> <p>a. Timeline – review plan in the first quarter and initiate a discussion by the second</p>	<p>1. Action: Review and analyze ordinances that impact downtown and champion changes that improve downtown appearance which include more green spaces and painting.</p> <p>a. Timeline –ongoing</p> <p>2. Action: Keep downtown plans and priorities for downtown abreast as related to infrastructure & public improvements while communicating of said items to stakeholders. Install wayfinding signs for downtown.</p> <p>a. Timeline – ongoing</p>	<p>1. Action: Contact Texas Main Street, Texas Downtown Association, Economic Development Council (EDC) to set up local workshops and share dates for nearby workshops on many marketing/financial items for small businesses.</p> <p>a. Timeline –Spring</p>	<p>1. Action: The City needs a recurring revenue stream for downtown. Support the creation of Tax Increment Reinvestment Zone (TIRZ) #1 to provide funding for downtown improvements.</p> <p>a. Timeline – ongoing</p>	

Vacancy Reduction Strategy	Strategically analyze demographics and district while targeting specific properties for improvements to reduce the number of vacancies. Bring an effective business development program into effect to bring desirable businesses into the district.			
	Organization	Design	Promotion	Economic Vitality
<p>Measurable outcome: There will be noticeable visual improvement in both public spaces and private properties and a corresponding increase in reinvestment over the next three years. There will also be an increase in job and business creation.</p> <ul style="list-style-type: none"> - Implement public improvements at least 5-10% - Create at least one publicly funded event 	<p>1. Action: Coordinate a monthly storefront clean-up project with local community organizations for volunteers for windows, trim, and trash pickup.</p> <p>a. Timeline –start first quarter</p>	<p>1. Action: Continually track property improvements.</p> <p>a. Timeline – ongoing</p>	<p>1. Action: Plan and implement an Imagine the Possibilities Tour during May Preservation Month.</p> <p>a. Timeline –plan in first quarter of month</p>	<p>1. Action. Keep listings in DowntownTX.org website updated. Make building owners aware of the opportunity to market their buildings for sale or rent by contacting Downtown Manager to have their property listed.</p> <p>a. Timeline –ongoing</p>
		<p>2. Action: Encourage business owners to dedicate a portion of their storefront to another business to bring in greater foot traffic, share costs, or sale as a better block initiatives.</p> <p>a. Timeline –ongoing</p>	<p>2. Action: Organize a better block (pop-up) event for downtown. Encourage entrepreneurs to participate.</p> <p>a. Timeline – start planning when pre-conditions met</p>	<p>2. Action: Work with the EDC to promote downtown development by also reviewing their strategic plan to combine interests.</p> <p>a. Timeline – start conversation the first quarter</p>

Promotion Strategy	Better define and brand downtown both as a destination for tourists and residents, as well as doing a better job of promoting Main Street as the vehicle for downtown revitalization.			
Measurable outcome:	Organization	Design	Promotion	Economic Vitality
Downtown will have a clear image; and be more effectively promoted under the developed brand; and there will be an increase in promotional activities, including targeted events, advertising, and activity on social media. <ul style="list-style-type: none"> - Do at least 1 free PSA - Merchants combine \$ for 1 advertising (Blip Billboards in other towns) - At least one advertisement in radio, channel 69 	1. Action. Promote and support the Farmer's Market in whatever way is needed. a. Timeline – ongoing	1. Action: Develop or clarify the downtown brand or image by partnering with TAMUK a. Timeline – by year end	1. Action: Develop more strategic events evaluating street closures for effect on businesses. a. Timeline –By year end	1. Action: Develop better block initiatives with goal to fill vacant buildings. a. Timeline – next year
	2. Action: Post downtown events on partner pages for wider audience. Survey community for their downtown use (how & why). a. Timeline – ongoing	2. Action: Create a new logo for Kingsville Main Street that communicates the downtown brand with TAMUK partnership. Expand public spaces downtown. a. Timeline – By year end	2. Action: Develop a better block event that will increase foot traffic downtown and promote existing businesses. Integrate historical / biking / art tourism into main street. a. Timeline –next year	

AGENDA ITEM #11

City of Kingsville
Planning and Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uche Echeozo, Director

DATE: January 14, 2020

SUBJECT: Introducing the City of Kingsville Comprehensive Plan, "Evolution 2040": A Presentation of the Timeline (Local Development Scheme)

Summary: The Department of Planning and Development Services is seeking to prepare a Comprehensive Plan for the City of Kingsville. The process begins with the production of a timetable, known as the Local Development Scheme.

Background: An appraisal of the current planning document – Kingsville Master Plan revealed a number of gaps and the urgent need for a review. At the moment, there are bits of plans in existence, not under the umbrella of the Master Plan such as the Housing Plan, the Parks Master Plan and the Downtown Vision Plan. Consequently, The Planning Department wishes to produce a Comprehensive Plan that seeks to bring all these plans together and provide for an orderly developmental process that ensures good quality standard of living for the City of Kingsville. This plan would come in the form of a **Local Development Framework** which is a suite of documents that includes the Local Development Scheme (the Timeline), The actual plan (Core Strategy) and the Statement of Community Involvement (to mention just a few). This timetable begins the process. And it is the document being presented at this time.

Financial Impact: None.

Recommendation: Approve the Local Development Scheme.



EVOLUTION 2040



PRESENTED BY
CITY OF KINGSVILLE

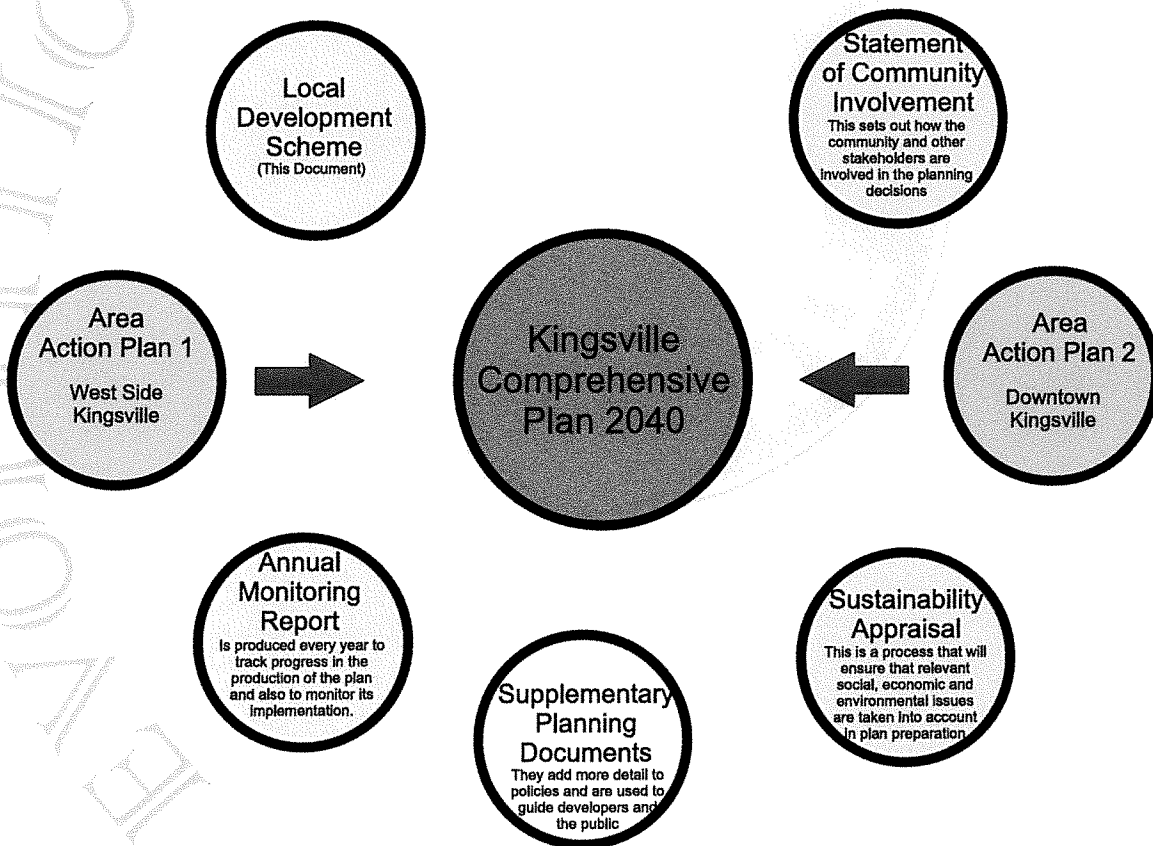
January 25, 2021

CITY OF KINGSVILLE LOCAL DEVELOPMENT SCHEME (Local Development Framework Timetable)

Introduction:

The City of Kingsville continues to evolve. It is currently experiencing growth in development that calls for growth management. This is also at a time of a health pandemic that calls for an enabling environment suitable for healthy living. Consequently, a comprehensive plan is being produced. This plan comes in the form of a Local Development Framework (LDF) which is a suite of documents that includes the actual comprehensive plan (Core Strategy) as described below.

The Local Development Scheme (LDS) describes the planning policy documents that are to be prepared for the City of Kingsville, TX. The LDS is the project plan that shows the timescales and key milestones for the production of the comprehensive plan. This comprehensive plan will comprise a number of documents. The plan will strive to ensure that development achieves a balance of delivering economic, social and environmental sustainability objectives.



Document Profile

Evolution 2040: Kingsville Comprehensive Plan (Core Strategy)	
Role and Scope	
<p>The Kingsville Comprehensive Plan, otherwise known as the Core Strategy sets out the overall direction for land use planning in Kingsville, TX. This plan was in response to the deficiencies inherent in the City's current Master Plan as well as land uses; a deterioration in the economic base and a need to provide for an enabling environment suitable for healthy living. The plan would create easy access to good jobs and generally crystallize an environment devoid of blight and decay where people would want to live, work and appreciate nature.</p> <p>The Core Strategy (CS) provides a vision for Kingsville followed by strategic principles that will deliver this vision. This includes job creation and expansion of employment areas, retail-led development, good quality housing development, science and research as well as improving infrastructure to support growth within the city. The CS makes clear spatial choices about where development should be located in general terms. It defines the boundary and sets out strategic allocations for housing and employment. The CS looks comprehensively at the land use function of Downtown Kingsville and allocates key sites and development opportunity sites in order to promote their eventual development. There is also an emphasis on the improvement and preservation of the historic downtown area under the Main Street Program.</p>	
Time Table	
Master Plan Review	January 2021 - March 2021
Commence preparation, consultation on city vision and broad goals	April 2021 - July 2021
Initiate sustainability appraisal and evidence gathering, consultation with public and statutory bodies	August 2021 - February 2022
Alternatives Issues and Options, consultation on preferred option.	January 2022 - March 2022 (Community meeting - March, 2022)
Preparation of the draft CS and consultation on draft CS. (Public Hearing in July 2022)	April 2022 - July 2022
Publication of Submission Document	August 2022 - September 2022
Adoption	October 2022

Document Profile

Area Action Plan 1: West Side Kingsville	
Role and Scope	
The Westside Area Action Plan will address the land use function of the West side area and also take a strategic look at the area's future development. This is a regeneration plan that seeks to analyze the physical characteristics of a disadvantaged area in Kingsville and translate the needs of the community into developing an integrated program that would create better living conditions for the residents	
Geographic Coverage	
The Westside Area	
Status	
Development Plan Document	
Policy Context	
Must be in conformity to the Comprehensive Plan and the Local Government Code ch. 213	
Time Table	
Commence preparation, kick off with a briefing workshop/neighborhood meeting	April, 2021
Needs assessment, identification of issues, (evidence gathering), consultation with public and statutory bodies	April 2021 - June 2021
Neighborhood Meeting 2 - Vision setting and develop Goals	June, 2021
Alternatives Issues and Options, consultation on preferred option.	July 2021 - September 2021
Neighborhood Meeting 3 - Preferred Option	September, 2021
Preparation of the draft Neighborhood Plan (NP) and consultation on draft NP	October 2021 - December 2021
Neighborhood Meeting 4 - Draft Plan	December, 2021
Amendments, adjustments, publication of final draft and implementation program	January 2022 - June 2022
Adoption	June 2022

Document Profile

Area Action Plan 2: Downtown Kingsville	
Role and Scope	
The Downtown Area Action Plan will address the land use function of the Downtown area and also take a strategic look at the area's future development. This is a revitalization project that seeks to analyse the socio-economic characteristics as well as the extent of blight and decay within the downtown area. Emphasis would be on the area within the Main Street Program. Improvement on the street scape, vibrant retail offer would be key features of the plan	
Geographic Coverage	
The Downtown Area	
Status	
Development Plan Document	
Policy Context	
Must be in conformity to the Comprehensive Plan and the Local Government Code ch. 213	
Time Table	
Commence preparation, kick off with a briefing workshop (Revitalize Downtown)	October, 2021
Needs assessment, identification of issues, (evidence gathering), consultation with public and statutory bodies (Review Vision Plan)	October 2021 - January 2022
Revitalize Downtown 2 - Vision setting and develop Goals	January, 2022
Generate and evaluate alternatives, consultation on preferred alternative.	February 2022 - March 2022
Revitalize Downtown 3 - Preferred Option	April, 2022
Preparation of the draft Action Area Plan and consultation on draft Plan	April 2022 - September 2022
Revitalize Downtown 4 - Draft Plan	September, 2022
Amendments, adjustments, publication of final draft and implementation program	October 2022 - December 2022
Adoption	December 2022.

Sustainability Appraisal:

A sustainability appraisal (SA) will be carried out for each part of the Local Plan and also for the supplementary planning documents (SPDs) where necessary. This is necessary to ensure that all relevant social, economic and environmental issues are considered throughout the document. It is also pertinent, where any potential adverse impacts could occur, these are mitigated against. On the flip-side, where there are positive impacts arising from the plan, the SA recommends maximizing this potential.

Monitoring

A part of the Local Development Framework (LDF) includes an Annual Monitoring Report (AMR). This presents a report on the progress of the production of the Comprehensive Plan otherwise known as the Core Strategy (CS) as well as the SPDs. It would also report on the progress of the implementation of current policies. It is important to note that the AMR constitutes an effective method of gathering and analysing information on the development activity in Kingsville as well as identifying trends and informing policy preparation and review. Every year, the Planning Department will produce monitoring reports, presenting information on Local Plan preparation and the implementation of extant policies. The report also informs on implementation progress with respect to the emerging Comprehensive Plan. This includes setting out progress on the timescale indicated within the LDS

Gathering Evidence

Part of the comprehensive plan process entails detailed evidence/data collection. This needs to be provided to make sure policies are sound, based on up to date information and can be justified. The City Commission will make sure that a robust evidence base is provided for each of the Development Plan Documents (DPD) as appropriate

Duty to Cooperate:

There is a need for local government bodies and other statutory bodies to work together on cross-boundary issues especially those relating to strategic priorities for an area. This includes: infrastructure, housing development, transportation, employment, community facilities and commercial development. In a nut shell, the duty to cooperate requires:

- Councils and public bodies to engage constructively to address matters of development that may have a significant impact on at least two planning areas.
- Joint working on strategic cross-boundary issues.
- Consideration given to meeting the development needs of an adjacent Council who is unable to wholly meet its own needs.

Supplementary Planning Documents (SPDs):

SPDs support policies within the comprehensive plan (CP). They do not contain new policies, but give clarity and further guidance on policies within the CP. SPDs are completed as and when resources allow within the relevant departments. Once agreed upon, the timetable for the production of each of the SPDs would be made public. The list of potential SPDs usually crystalizes over time when the need for additional policy guidance is flagged up through the AMR, through day-to-day work operations, or where new situations arise such as a new area for development.

Resources:

The preparation of the City's comprehensive plan is primarily the responsibility of the Planning and Development Services Department, with inputs from the Public Works Department, Economic Development Department, Engineering Department as well as Tourism. The planning team will be able to draw on advice and assistance from other similar authorities and statutory bodies and where necessary, some aspects of the work would be commissioned to external consultants subject to approval from the City Commission. Any future resource requirement will be subject to ongoing monitoring and review.

Risk Assessment:

The City of Kingsville's Comprehensive Plan is being prepared at a time of a serious health pandemic and substantial economic uncertainty at the federal, state and local levels. The following potential risks have been identified, some of which are beyond the control of the City:

- Continuity of funding and staffing resources for the Planning and Development Services Department. Changes to resources within other departments that contribute to the plan preparation could also impact on timescales.
- Unplanned or unforeseen work or duties requiring urgent attention.
- Events such as local and national elections.
- Time required for consideration and decision making within the City, or amongst Elected Officials, stakeholders and the public generally, especially where there is considerable interests in policy areas.
- Changes in economic/market circumstances, or other unforeseen external influences which necessitate additional consultation.

The City will closely monitor progress on the work program and seek to manage these risks in order to adhere to timetable set out in the LDS.

Prepared
by the
Planning and Development Services Department
City of Kingsville, TX
January 2021

AGENDA ITEM #12

Rslm.

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: January 15, 2021

SUBJECT: Operation Stonegarden, OPSG OO TX KLEBERG FY2021-RGVRGV-10-006 V0,
Grant#3194306

Summary:

The Kingsville Police Department has been invited to participate in an additional year of OPSG and has been conditionally approved for participation during performance period beginning 03/01/2021 and ending 08/31/2023.

Background:

Kleberg County and identified Friendly Forces will participate in Operation Stonegarden (OPSG) for Funding Year 2020. The participating agencies will utilize OPSG funding to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States. OPSG funding will be used for the essential capability enhancement of participating agencies to coordinate operations with the U.S. Border Patrol to support border security efforts within the Rio Grande Valley Border Patrol Sector.

Financial Impact:

The grant for "Operation Stonegarden" is a reimbursement type but does not require any cash match. We have been approved \$112,020.00 in overtime, \$62,000.00 for a vehicle, \$11,880.00 to cover fuel costs and \$1,120.00 for administrative costs.

Our total allotment is \$187,020.00

Recommendation:

We would request a resolution approving the submission of this grant via the Office of the Governor eGrants portal and subsequent acceptance of the grant and funds by the grantee's authorized official as designated by the City Manager, Chief Ricardo Torres. We also request a budget amendment to the current FY 2020-2021 for use of the funds as soon as they are available. Please place this on the next available agenda. Thank you for your assistance regarding this matter.



RESOLUTION NO. 2021-_____

A RESOLUTION APPLYING FOR AND ACCEPTING FUNDS FOR OPERATION STONEGARDEN GRANT# 3194306 WITH THE HOMELAND SECURITY GRANTS DIVISION OF THE GOVERNOR'S OFFICE FOR BORDER SECURITY TO INTERDICT CRIMINAL ACTIVITY WITH NO ANTICIPATED CASH MATCH; AUTHORIZING THE KINGSVILLE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Homeland Security Grants Division of the Governor's Office had previously invited the City of Kingsville Police Department to participate in a grant for Border Security in an effort to deter and facilitate directed actions to interdict criminal activity; and

WHEREAS, the City of Kingsville has previously been allowed to apply for reimbursement of overtime for law enforcement personnel and dispatchers, and other allowed costs associated with this project (including but not limited to things like overtime, fringe benefits, vehicles, mileage, and administrative costs) that will assist with the deterrence of illegal activity in our area;

WHEREAS, the City Commission of the City of Kingsville finds that it is in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to and accept funds from the Office of the Governor's Homeland Security Grant Division for Operation Stonegarden for grant monies for reimbursement for personnel costs, fuel and maintenance and other allowable grant expenses for law enforcement purposes for Grant Period Funding Year 2020 OPSG, whose performance period is 3/01/21-8/31/23; and

WHEREAS, the City agreed to provide the applicable matching funds for the said project, if any, as required by the Office of the Governor for the Operation Stonegarden Grant Program grant application; and

WHEREAS, the City agreed that in the event of loss or misuse of the Office of the Governor grant funds, the City of Kingsville City Commission assures that the funds received through the grant will be returned to the Office of the Governor in full;

WHEREAS, the City Commission of the City of Kingsville designated the Kingsville Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the City Kingsville Police Department was recently notified that its total grant allotment is \$187,020.00 in funds to cover personnel costs, fuel, maintenance, and equipment (which includes but may not be not limited to things like overtime, fringe benefits, vehicles, mileage, and administrative costs) through Operation Stonegarden, which is a reimbursement type grant that does not require any cash match.

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

I.

THAT the City Commission of the City of Kingsville accepts the Operation Stonegarden grant funds for Grant Period FY20 and participation in the Operation Stonegarden Grant Program for reimbursement or personnel costs, fuel, maintenance, and equipment (which includes but may not be not limited to things like overtime, fringe benefits, vehicles, mileage, and administrative costs) for law enforcement purposes to the Office of the Governor and designates the Kingsville Chief of Police or his designee as the grantee's authorized official.

II.

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

PASSED AND APPROVED by a majority vote of the City Commission the 25th day of January, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

AGENDA ITEM #13

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: January 15, 2021

SUBJECT: Operation Stonegarden, OPSG OO TX KLEBERG FY2021-RGVRGV-10-006 V0,
Grant#3194306

Summary:

The Kingsville Police Department has been invited to participate in an additional year of OPSG and has been conditionally approved for participation during performance period beginning 03/01/2021 and ending 08/31/2023.

Background:

Kleberg County and identified Friendly Forces will participate in Operation Stonegarden (OPSG) for Funding Year 2020. The participating agencies will utilize OPSG funding to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States. OPSG funding will be used for the essential capability enhancement of participating agencies to coordinate operations with the U.S. Border Patrol to support border security efforts within the Rio Grande Valley Border Patrol Sector.

Financial Impact:

The grant for "Operation Stonegarden" is a reimbursement type but does not require any cash match. We have been approved \$112,020.00 in overtime, \$62,000.00 for a vehicle, \$11,880.00 to cover fuel costs and \$1,120.00 for administrative costs.

Our total allotment is \$187,020.00

Recommendation:

We would request a resolution approving the submission of this grant via the Office of the Governor eGrants portal and subsequent acceptance of the grant and funds by the grantee's authorized official as designated by the City Manager, Chief Ricardo Torres. We also request a budget amendment to the current FY 2020-2021 for use of the funds as soon as they are available. Please place this on the next available agenda. Thank you for your assistance regarding this matter.



ORDINANCE NO. 2021-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO ACCEPT AND EXPEND FUNDS AWARDED TO THE POLICE DEPARTMENT FOR THE 20-21 OPERATION STONEGARDEN GRANT #3194306.

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 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 016 – Stonegarden Grant					
<u>Revenues - 4</u>					
2100	Police	Federal Grants	72005	(\$187,020.00)	
Fund 016 – Stonegarden Grant					
<u>Expenditures - 5</u>					
2100	Police	Overtime-2020 Stonegarden	11224	\$97,157.58	
2100	Police	FICA-2020 Stonegarden	11525	\$8,549.87	
2100	Police	TMRS-2020 Stonegarden	11425	\$7,432.55	
2100	Police	Mileage-2020 Stonegarden	21529	\$11,880.00	
2100	Police	Vehicles-2020 Stonegarden	71117	\$62,000.00	

[To amend the City of Kingsville FY 20-21 Budget to accept and expend funds awarded to the Police Department for the 20-21 Stonegarden Grant. Funds will come from the grant funds awarded with no cash match.]

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 January 2021.

PASSED AND APPROVED on this the 8th day of February, 2021.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #14

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Rutilio P. Mora Jr, P.E., City Engineer

DATE: January 11, 2021

SUBJECT: Discuss and consider constructing new Covered Livestock Barn at JK Northway and allocating funding.

Summary:

On December 14, 2020, the Commission approved moving forward with the Covered Livestock Barn to determine if the project is feasible. I had a consultant review the proposed costs for the project and the preliminary cost estimate is included, which totaled approximately \$3 million. If the Commission determines and/or approves funding, we can move forward in issuing a Request for Qualifications for Professional Architectural/Engineering Services. There is a long lead time in having the building manufactured due to limited steel being imported from overseas according to the metal building supplier. The supplier also mentioned there is a rise in steel prices due to demand.

Background:

Consider JK Northway City projects from the following list:

1. Remove and replace Bleachers and Stage
2. Proposed Covered Livestock Barn construction
3. Existing Restroom ADA upgrades
4. Proposed Covered Arena
5. Large Video Screen
6. PA System upgrades

A Consultant provided a Renovation Study and Opinion of Probable Construction Costs for the first 4 items listed above. The costs for the first 4 items with Professional Engineering Services is approximately \$8.3 million.



**City of Kingsville
Engineering Dept.**

Items 5 and 6 were recently discussed with the County Judge on December 2, 2020, and the additional items are estimated between \$250,000.00 to \$400,000.00.

Total project cost for items 1 through 6 is approximately \$8.7 million.

Preliminary Project Schedule is approximately 18 months once a consultant is hired for Professional Architectural/Engineering Services. There is a long lead time for steel buildings (approximately a year) and the bleachers (approximately a year) to order steel and materials.

Financial Impact:

Funds to be determined by Bond Counsel's recommendation and the City Commission to determine/approve repayment source. Fund 204 is allocated for JK Northway Hotel Venue Tax Fund, but it has not been implemented, because project(s) have not yet been selected. The Hotel Venue Tax Fund can bring in approximately \$1.2 – \$1.6 million total.

Recommendation:

1. Commission determine and/or approve funding and repayment source for Covered Livestock Barn.
2. Staff recommends moving forward with advertising an RFQ for Professional Architectural/Engineering Services on the Covered Livestock Barn.

Attachments:

Opinion of Probable Cost 12/15/20

Summary of Project Components – North Entry 2017

Summary of Project Components – South Entry 2017



SUMMARY OF PROJECT COMPONENTS			High	Low						
Coliseum Renovation/Expansion			\$8,539,719	\$7,673,862						
Covered Livestock Barn			\$1,972,798	\$1,787,749						
Covered Arena			\$4,448,740	\$4,058,067						
Covered Stall Barn			\$2,373,282	\$2,145,043						
Maintenance/Storage Buildings			\$738,584	\$678,154						
Site Development			\$2,480,568	\$2,233,413						
TOTAL PROJECT COSTS:			\$20,554,690	\$18,574,308						
Amount of Estimate	Scope	Details	High	Low	Est. Cost	Est. Cost	Est. Cost	Est. Cost	Est. Cost	Est. Cost
			High	Low	High	Low	High	Low	High	Low
COLISEUM RENOVATION/EXPANSION - SOUTH ENTRY										
Lower Level										
127	MEN RR	498			\$160	\$180	\$170	\$84,660	\$79,680	
128	WOMEN RR	667			\$160	\$180	\$170	\$113,390	\$106,720	
129	FAM. RR	57			\$160	\$180	\$170	\$9,690	\$9,120	
130	TICKETING	144			\$120	\$135	\$128	\$17,280	\$17,280	
131	STAIRS	464			\$155	\$160	\$150	\$68,440	\$64,440	
132	ENTRY GALLERY	3863			\$180	\$120	\$190	\$733,970	\$665,340	
133	RECEPTION	296			\$120	\$135	\$128	\$37,740	\$35,520	
134	CONFERENCE	341			\$120	\$135	\$128	\$43,478	\$40,920	
135	JANITOR/STORAGE	327			\$90	\$110	\$100	\$32,700	\$29,430	
136	STOR.	85			\$70	\$90	\$80	\$6,800	\$5,950	
137	M/E	333			\$90	\$70	\$90	\$80	\$76,640	\$71,710
138	FAM. RR	64			\$160	\$180	\$170	\$10,880	\$10,240	
139	FAM. RR	76			\$160	\$180	\$170	\$12,920	\$12,160	
140	CIRCULATION	188			\$110	\$120	\$115	\$21,520	\$20,680	
141	M/E	64			\$70	\$90	\$80	\$5,120	\$4,480	
142	OFFICE	210			\$120	\$135	\$128	\$26,775	\$25,200	
143	OFFICE	210			\$120	\$135	\$128	\$26,775	\$25,200	
144	CONCESSION	565			\$190	\$220	\$205	\$115,825	\$107,350	
145	STOR.	1387			\$70	\$90	\$80	\$110,960	\$97,090	
146	STOR.	1387			\$70	\$90	\$80	\$110,960	\$97,090	
147	FUTURE MEETING/CHANGING	1047			\$120	\$135	\$128	\$133,409	\$125,640	
148	FAM. RR	111			\$160	\$180	\$170	\$18,870	\$17,760	
149	FUTURE MEETING/CHANGING	633			\$120	\$135	\$128	\$80,728	\$75,960	
150	FAM. RR	135			\$160	\$180	\$170	\$22,950	\$21,600	
151	STOR.	67			\$70	\$90	\$80	\$5,360	\$4,690	
152	STOR.	67			\$70	\$90	\$80	\$5,360	\$4,690	
153	EXISTING ARENA INT RENOVATION	41988					\$28	\$1,361,944	\$932,356	
154	EXISTING ROOF/WALLS/INSULATION	59800			\$14	\$15	\$16	\$926,000	\$837,760	
155	LEVEL EXISTING RECESSED ARENA FLOOR	15000			\$22	\$24	\$21	\$207,800	\$178,200	
156	NEW RETRACTABLE SEATING	3708			\$120	\$128	\$124	\$465,792	\$444,960	
157	ADD/ALT FOR HVLS FANS	6			\$12,000	\$14,000	\$13,000	\$78,000	\$72,000	
158	MEN RR	318			\$140	\$180	\$170	\$54,080	\$50,880	
159	FAM. RR	72			\$160	\$180	\$170	\$12,240	\$11,520	
160	WOMEN RR	809			\$160	\$180	\$170	\$137,530	\$129,440	
161	OFFICE LOUNGE RENOVATION	353			\$40	\$30	\$35	\$12,355	\$10,590	
162	EXISTING MEN'S RR	267			\$0	\$0	\$0	\$0	\$0	
163	EXISTING WOMEN'S RR	383			\$0	\$0	\$0	\$0	\$0	
164	CONCESSION	565			\$190	\$220	\$205	\$115,825	\$107,350	
165	ENTRY CANOPIES	1340			\$80	\$100	\$90	\$106,600	\$107,200	
166	ELEVATOR	65			\$70,000	\$90,000	\$80,000	\$80,000	\$70,000	
167	ANNOUNCERS STAND NORTH END	230			\$3	\$45	\$40	\$9,200	\$8,050	
Upper Level										
168	MECH. EQUIPMENT ROOM UNIT "C"	575			\$0	\$0	\$0	\$0	\$0	
169	MECH. EQUIPMENT ROOM UNIT "B"	614			\$0	\$0	\$0	\$0	\$0	
170	MECH. EQUIPMENT ROOM UNIT "A"	614			\$0	\$0	\$0	\$0	\$0	
171	MECH. EQUIPMENT ROOM UNIT "D"	567			\$0	\$0	\$0	\$0	\$0	
172	OFFICE & CONTROL ROOM	762			\$130	\$135	\$128	\$97,155	\$93,440	
173	MEETING ROOM BALCONY	427			\$40	\$60	\$50	\$21,550	\$17,080	
174	STOR.	102			\$70	\$90	\$80	\$18,560	\$16,240	
175	STOR.	102			\$70	\$90	\$80	\$18,560	\$16,240	
176	UPPER MEETING ROOM	2216			140	\$155	148	\$126,880	\$130,240	
177	MEN RR	228			160	\$180	170	\$38,760	\$36,480	

Section	Name	Quantity	Notes	Unit Cost Estimate	Unit Cost P&G (12%)	Unit Cost Increase	Recommended Budget	Non Budget
100	COVERED WARM UP	27930						
101	ADD/ALT FOR HVLS FANS	4	Replaces existing ceiling fans with fans includes electrical	\$40	\$48	\$44	\$1,228,920	\$1,117,200
102	TEMP. ARENA PANELS	48		\$12,000	\$14,000	\$13,000	\$552,000	\$48,000
103	TEMP. STALLS	144		\$160	\$180	\$170	\$8,160	\$7,680
				\$1,100	\$1,400	\$1,250	\$180,000	\$158,400
	Subtotal Direct Construction						\$1,469,080	\$1,331,280
	Design/Construction Contingency (10%)						\$146,908	\$133,128
	Contractor P&G (12%)						\$193,919	\$175,728
	Estimated Construction Budget						\$1,809,907	\$1,640,137
	Architectural/Engineering Services (7.0%)						\$128,693	\$114,810
	Owner Provided FF&E Allowance (2%)						\$36,198	\$32,803
	Estimated Project Budget						\$1,972,798	\$1,787,749
	Total P&G (12%) - Increase Construction						\$36,198	\$32,803

Section	Name	Quantity	Notes	Unit Cost Estimate	Unit Cost P&G (12%)	Unit Cost Increase	Recommended Budget	Non Budget
100	ARENA FLOOR	42250						
101	ADD/ALT FOR HVLS FANS	6	Replaces existing ceiling fans with fans includes electrical	\$40	\$50	\$46	\$1,943,500	\$1,774,500
102	ARENA PANELS	96		\$12,000	\$14,000	\$13,000	\$78,000	\$72,000
103	CIRCULATION	11308		\$160	\$180	\$170	\$16,320	\$15,360
104	CIRCULATION	5368	includes men's restroom, women's rest room, and rest room	\$44	\$54	\$49	\$153,847	\$149,732
105	MEN RR	460	includes men's restroom (includes men's restroom)	\$44	\$54	\$49	\$363,032	\$336,192
106	WOMEN RR	936		\$160	\$180	\$170	\$78,200	\$73,600
107	ENTRY	446		\$160	\$180	\$170	\$159,120	\$149,760
108	OFFICE	470		\$60	\$72	\$66	\$29,436	\$26,760
109	CONCESSION	454		\$120	\$135	\$128	\$59,925	\$56,400
110	STORAGE	460		\$180	\$220	\$200	\$90,800	\$81,720
	Subtotal Direct Construction						\$41,400	\$36,800
	Design/Construction Contingency (10%)						\$3,113,580	\$3,020,424
	Contractor P&G (12%)						\$331,358	\$301,042
	Estimated Construction Budget						\$437,393	\$398,606
	Architectural/Engineering Services (7.0%)						\$4,082,331	\$3,721,162
	Owner Provided FF&E Allowance (2%)						\$185,763	\$160,481
	Estimated Project Budget						\$85,647	\$74,423
	Total P&G (12%) - Increase Construction						\$4,449,740	\$4,056,067

Section	Name	Quantity	Notes	Unit Cost Estimate	Unit Cost P&G (12%)	Unit Cost Increase	Recommended Budget	Non Budget
100	STALL BARN	32407						
101	COVERED CONNECTOR	2580	includes open stall, covered stall, and stall	\$40	\$48	\$44	\$1,435,908	\$1,296,280
102	ADD/ALT FOR HVLS FANS	3	Replaces existing ceiling fans with fans includes electrical	\$26	\$34	\$30	\$77,400	\$67,080
103	TEMP. STALLS	180		\$12,000	\$14,000	\$13,000	\$99,000	\$86,000
				\$1,100	\$1,400	\$1,250	\$225,000	\$198,000
	Subtotal Direct Construction						\$1,767,308	\$1,597,360
	Design/Construction Contingency (10%)						\$176,731	\$159,736
	Contractor P&G (12%)						\$213,285	\$191,851
	Estimated Construction Budget						\$2,177,323	\$1,947,948
	Architectural/Engineering Services (7.0%)						\$152,413	\$137,756
	Owner Provided FF&E Allowance (2%)						\$43,545	\$39,359
	Estimated Project Budget						\$2,373,281	\$2,145,063
	Total P&G (12%) - Increase Construction						\$67,465	\$60,727

Project Name	Amount	Notes	Est. Cost P&G Cost	Est. Cost P&G Cost	Est. Cost P&G Cost	Est. Cost P&G Cost	Est. Cost P&G Cost
MAINTENANCE/STORAGE BUILDINGS & YARD							
FACILITY MAINTENANCE SHED	5000	10'x10' metal building	\$48	\$56	\$52	\$160,000	\$240,000
LIVESTOCK SHOW STORAGE SHED	5000	10'x10' metal building	\$48	\$56	\$52	\$160,000	\$240,000
YARD AND FENCE ALLOWANCE		RVs, equipment, etc.	\$25,000	\$35,000	\$30,000	\$30,000	\$25,000
Subtotal Direct Construction						\$550,000	\$505,000
Design/Construction Contingency (10%)						\$55,000	\$50,500
Contractor P&G (12%)						\$72,600	\$66,660
Estimated Construction Budget						\$677,600	\$622,160
Architectural/Engineering Services (7.0%)						\$47,432	\$43,551
Owner Provided FF&E Allowance (2%)						\$13,552	\$12,443
Estimated Project Budget						\$738,584	\$678,154
Total FF&E Allowance Cost Per Sq Ft						\$73.86	\$67.82

Project Name	Amount	Notes	Est. Cost P&G Cost	Est. Cost P&G Cost	Est. Cost P&G Cost	Est. Cost P&G Cost	Est. Cost P&G Cost
LANDSCAPING							
ASPHALT PAVING	46777	Asphalt paving	\$22	\$26	\$24.00	\$1,122,648	\$1,028,094
GRAVEL PAVING	17666	Gravel paving	\$9	\$12	\$10.50	\$185,493	\$158,594
DECORATIVE CONCRETE PLAZA/WALKS	13475	Decorative concrete	\$6	\$8	\$7.00	\$95,725	\$82,050
SITE LIGHTING (allowance)		General site lighting	\$90,000	\$110,000	\$100,000	\$100,000	\$90,000
LANDSCAPING (allowance)	16000	Landscaping	\$8	\$10	\$9.00	\$144,000	\$128,000
TURF (allowance)	42000	Turf	\$0.30	\$0.36	\$0.33	\$13,860	\$12,600
SITE SIGNAGE (allowance)		Signage	\$45,000	\$65,000	\$55,000	\$55,000	\$45,000
RV PEDESTALS (66 RVs)	33	RV pedestals	\$4,500	\$5,500	\$5,000	\$165,000	\$148,500
Subtotal Direct Construction						\$1,881,726	\$1,694,238
Design/Construction Contingency (10%)						\$188,173	\$169,424
Contractor P&G (12%)						\$248,388	\$223,639
Estimated Construction Budget						\$2,318,386	\$2,087,301
Architectural/Engineering Services (7.0%)						\$162,286	\$146,111
Estimated Project Budget						\$2,480,672	\$2,233,412

SUMMARY OF PROJECT COMPONENTS		High	Low						
Coliseum Renovation/Expansion		\$6,740,310	\$5,952,182						
Covered Livestock Barn		\$2,440,542	\$2,022,350						
Covered Arena		\$4,449,740	\$4,056,087						
Covered Stall Barn		\$3,380,029	\$3,061,766						
Maintenance/Storage Buildings		\$736,584	\$678,154						
Site Development		\$1,652,618	\$1,470,509						
		\$19,161,821	\$17,205,009						
Item #	Name	Area (sq ft)	Unit Price	Low Cost (\$/sq ft)	Low Cost (\$/sq ft)	Low Cost (\$/sq ft)	Low Cost (\$/sq ft)	Low Cost (\$/sq ft)	Low Cost (\$/sq ft)
COLISEUM RENOVATION/EXPANSION - BASE OPTION									
Lower Level									
100	GREEN ROOM/ HOSPITALITY	2395	\$120	\$135	\$128	\$305,368	\$287,400		
101	CONCESSION	645	\$190	\$220	\$205	\$132,225	\$122,550		
102	STORAGE	348	\$70	\$90	\$80	\$27,840	\$24,360		
103	FAMILY RESTROOM	66	\$160	\$180	\$170	\$11,120	\$10,560		
104	FAMILY RESTROOM	111	\$160	\$180	\$170	\$18,870	\$17,760		
105	STORAGE	119	\$70	\$90	\$80	\$9,520	\$8,330		
106	FAMILY RESTROOM	115	\$160	\$180	\$170	\$19,550	\$18,400		
107	CONCESSION	494	\$190	\$220	\$205	\$101,270	\$93,860		
108	OFFICE RECEPTION	417	\$120	\$135	\$128	\$53,168	\$50,040		
109	OFFICE	268	\$120	\$135	\$128	\$34,170	\$32,160		
110	OFFICE	330	\$120	\$135	\$128	\$42,075	\$39,600		
111	CIRCULATION	2750	\$110	\$120	\$115	\$316,750	\$302,500		
112	STORAGE	238	\$70	\$90	\$80	\$19,040	\$16,660		
113	MEN RR	221	\$160	\$180	\$170	\$37,170	\$35,360		
114	WOMEN RR	909	\$160	\$180	\$170	\$154,530	\$145,440		
115	FAMILY RESTROOM	56	\$160	\$180	\$170	\$9,520	\$8,960		
116	FAMILY RESTROOM	71	\$160	\$180	\$170	\$12,070	\$11,360		
117	STORAGE	1397	\$70	\$90	\$80	\$111,765	\$97,790		
118	RENOVATED MEN RR	439	\$40	\$70	\$55	\$21,240	\$17,560		
119	RENOVATED WOMEN RR	747	\$40	\$70	\$55	\$44,085	\$39,860		
120	JANITOR	143	\$90	\$110	\$100	\$14,300	\$12,870		
121	OFFICE/LOUNGE RENOVATION	275	\$80	\$40	\$35	\$9,625	\$8,750		
122	COVERED MAIN ENTRY	2370	\$60	\$80	\$70	\$165,500	\$142,200		
123	TICKETING	164	\$120	\$135	\$128	\$20,910	\$19,080		
124	FAMILY RESTROOM	64	\$160	\$180	\$170	\$10,880	\$10,240		
125	JANITOR	87	\$90	\$110	\$100	\$8,700	\$7,830		
126	EXISTING ARENA INT RENOVATION	41498	\$22	\$34	\$28	\$1,163,544	\$1,022,956		
127	EXTERIOR ROOF/WALLS/INSULATION	59800	\$14	\$17	\$16	\$926,500	\$837,200		
128	LEVEL EXISTING RECESSED ARENA FLOOR	19800	\$9	\$12	\$11	\$207,900	\$178,200		
129	NEW RESTRUCTURED SEATING	3708	\$120	\$128	\$124	\$459,792	\$444,860		
130	ADD/ALT FOR HVLS FANS	6	\$12,000	\$14,000	\$13,000	\$78,000	\$72,000		
131	STORAGE	425	\$70	\$90	\$80	\$34,000	\$29,750		
132	MEETING ROOM RENOVATION	1204	\$90	\$40	\$35	\$42,140	\$36,890		
133	FAMILY RESTROOM	64	\$160	\$180	\$170	\$10,880	\$10,240		
134	ELEVATOR	65	\$70,000	\$90,000	\$80,000	\$80,000	\$70,000		
Upper Level									
135	OFFICE & CONTROL ROOM	536	\$30	\$40	\$35	\$18,760	\$16,080		
136	MECH. EQUIPMENT ROOM UNIT "B"	614	\$0	\$0	\$0	\$0	\$0		
137	MECH. EQUIPMENT ROOM UNIT "A"	614	\$0	\$0	\$0	\$0	\$0		
138	MECH. EQUIPMENT ROOM UNIT "C"	565	\$0	\$0	\$0	\$0	\$0		
139	MECH. EQUIPMENT ROOM UNIT "D"	664	\$0	\$0	\$0	\$0	\$0		
140	ANNOUNCERS STAND	201	\$15	\$25	\$20	\$4,020	\$3,015		
		85,100	Subtotal Direct Construction			\$4,735,891	\$4,182,121		
			Design/Construction Contingency (15%)			\$710,384	\$617,318		
			Contractor P&O (12%)			\$568,153	\$577,133		
			Estimated Construction Budget			\$6,099,828	\$5,366,572		
			Architectural/Engineering Services (1.5%)			\$487,487	\$408,993		
			Owner Provided F&E Allowance (3%)			\$182,995	\$161,597		
			Estimated Project Budget			\$6,740,310	\$5,952,182		
			Total: \$6,740,310			\$6,740,310	\$5,952,182		

ASB#	Name	ASB ID	Notes	Est Cost P&F Inc	Est Cost P&F M&G	Est Cost Allowance	Revised Budget	Diff
1	COVERED LIVESTOCK BARN							
123	COVERED LIVESTOCK BARN	28950	covered livestock building	\$40	\$40	\$44	\$1,273,800	\$1,138,000
123	ADD/ALT FOR HVLS FANS	4	addition hvls fan	\$13,000	\$14,000	\$13,000	\$62,000	\$48,000
123	TEMP. ARENA PANELS	48	addition hvls fan	\$160	\$180	\$170	\$4,160	\$7,680
123	TEMP. STALLS	144		\$1,100	\$1,400	\$1,250	\$180,000	\$158,400
123	CONNECTOR TO COVERED ARENA	5150	connector to hvls fan	\$26	\$34	\$30	\$154,500	\$133,900
	Subtotal Direct Construction						\$1,668,460	\$1,505,980
	Design/Construction Contingency (10%)						\$166,846	\$150,598
	Contractor P&G (12%)						\$220,237	\$198,789
	Estimated Construction Budget						\$2,055,543	\$1,855,367
	Architectural/Engineering Services (7.0%)						\$143,888	\$129,876
	Owner Provided FF&E Allowance (2%)						\$41,111	\$37,107
	Estimated Project Budget						\$2,240,542	\$2,022,350
	Project FF&E (2%)						\$44,809	\$40,877

ASB#	Name	ASB ID	Notes	Est Cost P&F Inc	Est Cost P&F M&G	Est Cost Allowance	Revised Budget	Diff
1	COVERED ARENA							
172	ARENA FLOOR	42250	addition hvls fan	\$42	\$50	\$46	\$1,943,500	\$1,774,500
172	ADD/ALT FOR HVLS FANS	6	addition hvls fan	\$12,000	\$14,000	\$13,000	\$78,000	\$72,000
172	ARENA PANELS	96	addition hvls fan	\$160	\$180	\$170	\$16,320	\$15,360
172	CIRCULATION	11303	addition hvls fan	\$44	\$54	\$49	\$53,847	\$49,332
172	CIRCULATION	3368	addition hvls fan	\$44	\$54	\$49	\$35,032	\$33,192
172	MEN RR	460	addition hvls fan	\$160	\$180	\$170	\$78,200	\$73,600
172	WOMEN RR	996	addition hvls fan	\$160	\$180	\$170	\$159,120	\$149,760
172	ENTRY	446	addition hvls fan	\$60	\$72	\$66	\$29,436	\$28,750
172	OFFICE	470	addition hvls fan	\$120	\$135	\$128	\$59,925	\$56,400
172	CONCESSION	454	addition hvls fan	\$180	\$220	\$200	\$90,800	\$81,720
172	STORAGE	460	addition hvls fan	\$80	\$100	\$90	\$41,400	\$36,800
	Subtotal Direct Construction						\$3,313,580	\$3,020,424
	Design/Construction Contingency (10%)						\$331,358	\$302,042
	Contractor P&G (12%)						\$437,193	\$398,696
	Estimated Construction Budget						\$4,082,131	\$3,721,162
	Architectural/Engineering Services (7.0%)						\$285,703	\$260,483
	Owner Provided FF&E Allowance (2%)						\$81,647	\$74,423
	Estimated Project Budget						\$4,449,742	\$4,056,067
	Project FF&E (2%)						\$88,993	\$81,127

ASB#	Name	ASB ID	Notes	Est Cost P&F Inc	Est Cost P&F M&G	Est Cost Allowance	Revised Budget	Diff
1	STALL BARN							
123	STALL BARN	49500	covered livestock building	\$40	\$48	\$44	\$2,178,000	\$1,980,000
123	ADD/ALT FOR HVLS FANS	3	addition hvls fan	\$12,000	\$14,000	\$13,000	\$39,000	\$36,000
123	TEMP. STALLS	240		\$1,100	\$1,400	\$1,250	\$300,000	\$264,000
	Subtotal Direct Construction						\$2,517,000	\$2,280,000
	Design/Construction Contingency (10%)						\$251,700	\$228,000
	Contractor P&G (12%)						\$302,040	\$280,800
	Estimated Construction Budget						\$3,070,740	\$2,788,800
	Architectural/Engineering Services (7.0%)						\$214,962	\$199,216
	Owner Provided FF&E Allowance (2%)						\$61,419	\$56,179
	Estimated Project Budget						\$3,347,121	\$3,044,195
	Project FF&E (2%)						\$66,842	\$60,855

ROAD 2 - WORK	QTY	UNIT	DESCRIPTION	UNIT COST EST. PRICE	UNIT COST EST. PRICE	UNIT COST EST. PRICE	ESTIMATED CONSTRUCTION BUDGET	ESTIMATED CONSTRUCTION BUDGET
FACILITY MAINTENANCE SHED	5000		16'x8' improved concrete slab	\$48	\$56	\$52	\$280,000	\$240,000
LIVESTOCK SHOW STORAGE SHED	5000		16'x8' improved concrete slab	\$48	\$56	\$52	\$280,000	\$240,000
YARD AND FENCE ALLOWANCE			5000' improved concrete slab	\$35,000	\$35,000	\$30,000	\$350,000	\$250,000
			Subtotal Direct Construction				\$550,000	\$500,000
			Design/Construction Contingency (10%)				\$55,000	\$50,000
			Contractor P&G (12%)				\$72,600	\$66,600
			Estimated Construction Budget				\$677,600	\$616,600
			Architectural/Engineering Services (7.0%)				\$47,432	\$43,151
			Owner Provided FF&E Allowance (2%)				\$13,552	\$12,443
			Estimated Project Budget				\$738,584	\$678,194
			Total \$1,16,000 - Estimated Cost for 20				\$116,000	\$106,000

ROAD 1 - WORK	QTY	UNIT	DESCRIPTION	UNIT COST EST. PRICE	UNIT COST EST. PRICE	UNIT COST EST. PRICE	ESTIMATED CONSTRUCTION BUDGET	ESTIMATED CONSTRUCTION BUDGET
ASPHALT PAVING	21300		16'x8' improved concrete slab	\$22	\$26	\$24,000	\$511,200	\$468,000
GRAVEL PAVING	24500		16'x8' improved concrete slab	\$9	\$11	\$10,500	\$257,250	\$220,500
DECORATIVE CONCRETE PLAZA/WALKS	9000		16'x8' improved concrete slab	\$6	\$8	\$7,000	\$63,000	\$54,000
SITE LIGHTING (allowance)			general site & parking lighting	\$70,000	\$90,000	\$80,000	\$80,000	\$70,000
LANDSCAPING (allowance)	12000		16'x8' improved concrete slab	\$8	\$10	\$9,000	\$108,000	\$96,000
TURF (allowance)	42000		16'x8' improved concrete slab	\$0.30	\$0.36	\$0.33	\$13,860	\$12,600
SITE SIGNAGE (allowance)			16'x8' improved concrete slab	\$45,000	\$55,000	\$50,000	\$55,000	\$45,000
RV PEDESTALS (54 RVs)	27		16'x8' improved concrete slab	\$4,500	\$5,500	\$5,000	\$135,000	\$121,500
			Subtotal Direct Construction				\$1,223,310	\$1,088,200
			Design/Construction Contingency (10%)				\$122,331	\$108,820
			Contractor P&G (12%)				\$161,477	\$143,642
			Estimated Construction Budget				\$1,507,118	\$1,340,662
			Architectural/Engineering Services (7.0%)				\$105,498	\$93,846
			Estimated Project Budget				\$1,612,616	\$1,434,508

AGENDA ITEM #15

City of Kingsville
Public Works Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: January 15, 2021

SUBJECT: 1901 Brahma Blvd. Monitor Well

Summary:

This item authorizes AD Environmental Services, LLC to install a ground monitor well in the R.O.W. of Ailsie near the north west corner of the intersection with Brahma Blvd.

Background:

This project is requested in order to comply with TCEQ due to a leaking petroleum storage tank site at 1901 S Brahma Blvd. The Annual Ground Water Monitoring Report for this property dated July 27, 2020 indicated the tanks were leaking. In order to comply with further sampling requirements a new monitoring well is required outside the leached area for AD Environmental Services to be able to sample and submit another Ground Water Monitoring Report by January 3, 2022 to TCEQ. This monitor well is proposed in the Ailsie street R.O.W. behind the curb not in the existing asphalt street.

Financial Impact:

No financial impact to the City.

Recommendation:

Staff is recommending approval of this agreement to allow the property owner to comply with TCEQ monitoring requirements.





Phone (361) 576-9494
Fax (361) 576-5437

8806 N. Navarro St., Ste. 600 #125
Victoria, Texas 77904

December 4, 2020

Mr. Bill Donnell
City of Kingsville
P.O. Box 1458
Kingsville, Texas 78364


Re: Site Access Request
Installation of one (1) monitor well
City of Kingsville ROW on Ailsie St.
Kingsville, Texas

AD Environmental Services, LLC is the Registered Corrective Action Specialist (RCAS) for Harbur & Harbur, LP who is the Responsible Party for the Bob's Corner Store facility (LPST ID No. 120626) located at 1901 Brahma Blvd. in Kingsville, Kleberg County, Texas. As such, under directives provided by the Texas Commission on Environmental Quality (TCEQ), the installation of one (1) ground water monitor well is required at your property location for delineation purposes. (See the attached TCEQ letter). The Access Agreement is attached to this correspondence, which requires your review and authorization prior to commencement of site activities. See the attached proposed well location map. The monitor well will be installed with a geoprobe rig. The rig will utilize solid flight augers to drill the monitoring well.

The proposed monitor well will allow for the periodic collection of a ground water sample to monitor aquifer quality as directed by the TCEQ. A copy of the TCEQ Directive letter is attached. The installation of this monitor well can be completed in one (1) day including the surface completion.

If you have any questions please contact me at (361) 649-9990 or by e-mail (dawnp@adesllc.com).

Sincerely,
AD Environmental Services, LLC



Dawn Pakebusch, P.G., CAPM
Senior Project Manager

RESOLUTION #2021-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ACCESS AGREEMENT FOR THE USE AND RIGHT OF ENTRY ONTO PROPERTY WITH AD ENVIRONMENTAL SERVICES, LLC FOR HARBUR & HARBUR, L.P. (FOR MONITORING WELL IN R.O.W. OFF AILSIE ST.); REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville ("City") has been approached by AD Environmental Services, LLC ("ADES") on behalf of Harbur & Harbur, L.P. for permission to place a monitoring well in the City right-of-way on Ailsie Street near the northwest corner of the intersection with Brahma Blvd.; and

WHEREAS, the request is made in order for ADES to comply with an order from TCEQ due to petroleum storage tank leakage at 1901 S. Brahma Blvd., which has resulted in TCEQ needing further sampling requirements via a new monitoring well in the area of the affected site;

WHEREAS, the monitoring well is proposed in the Ailsie Street right-of-way behind the curb and not in the existing asphalt street;

WHEREAS, there is no financial impact to the City, staff recommends approval of the Access Agreement for the Use and Right of Entry onto Property for the aforementioned reasons.

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 an Access Agreement for the Use and Right of Entry onto Property between the City of Kingsville and AD Environmental Services, LLC ("ADES") on behalf of Harbur & Harbur, L.P. 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 January, 2021.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**ACCESS AGREEMENT FOR THE USE AND RIGHT
OF ENTRY ONTO PROPERTY**

THIS AGREEMENT made by and between: City of Kingsville located at 1300 E. Corral, Kingsville, County of Kleberg, State of Texas Hereinafter referred to and known as "Owner"; and **AD Environmental Services, LLC** and subcontractors on behalf of **Harbur & Harbur, LP**, located at 8806 N. Navarro, Suite 600 # 125 City of Victoria, County of Victoria, State of Texas. Hereinafter referred to and known as "ADES",

FOR ENTRY ONTO THE PROPERTY LOCATED AT THE FOLLOWING LOCATION:

Northwest quadrant of the Ailsie St. and S. Brahma Blvd. intersection in the City of Kingsville ROW located in Kingsville, Texas (See Site Plan).

WITNESSETH:

ADES, either itself, its employees or agents, or through its contractors, is about to undertake the installation of one (1) monitoring well on or about the property owned by the Owner and located as shown in the site area map hereinafter described in Schedule A.

The Owner, being the property owner or tenant, as the case may be, has agreed to permit ADES, its employees, agents and contractors, the right to enter upon its property as stated above for the purpose of installing and maintaining soil boring(s) or monitoring well(s). In addition, ADES requests permission to monitor/sample the monitor well(s) as may be necessary to conduct studies or report to the applicable governmental entity.

NOW THEREFORE, the Owner and ADES agree as follows:

1. ADES and its employees, agents and contractors, shall be permitted to enter upon the Owner's property as stated above for the purposes aforesaid.
2. The rights and privileges granted by this instrument to ADES, its employees, agents, and contractors, for the use of the above described property depicted on the site plan in Schedule A attached hereto, shall cease and terminate following completion of said activities as determined by applicable government agencies and ADES. Notwithstanding the foregoing, the Owner may revoke all rights and privileges granted by this instrument at any time by written notice to ADES.
3. ADES, its employees, agents and contractors agree that they shall: a) maintain the property used throughout the aforesaid period; b) not traverse on any other portion of the lands owned by the Owner, not subject to the agreement, other than those contained in the within right of entry agreement herein described; c) perform the work in a good and workmanlike manner; and d) maintain the monitor well cover and appurtenances in good condition and repair, in accordance with appropriated municipal codes.
4. ADES, its employees, agents and contractors, further agree that the grant by the Owner named above to ADES, its employees, agents and contractors, of this right of entry onto property of the Owner, shall not interfere with the Owner's access to its property, except as may be necessary to effectuate the purposes of this agreement and which shall be subject to this agreement.
5. ADES, its employees, agents and contractors, further agree that the property of the Owner, shall be restored as nearly as may be reasonable possible to its original condition as soon as reasonably practical.

6. ADES, its employees, agents and contractors, shall maintain combined single limit insurance of at least \$1,000,000 including contractual liability coverage for independent contractors, and explosion, collapse and underground coverage, and will provide Owner with a certificate of insurance, if requested, for the above.
7. ADES shall hold Owner harmless from and indemnify Owner against claims, demands, and suits including legal fees for injury, damage to person(s) property, including death, resulting from ADES, its employees, agents and contractors, working on the premises, including any negligent act or omission or willful misconduct in the construction or maintenance of the monitor well under this Agreement.

IN WITNESS, the Owner and ADES have signed and sealed this Agreement on the dates set forth below.

WITNESS:

OWNER:

Name: _____

Date: _____

WITNESS:

AD Environmental Services, LLC

Brandon Huber

[Signature]

Name: DAWN LAKEBUSCH

Title: SR. PROJECT MANAGER

Date: 12/7/20

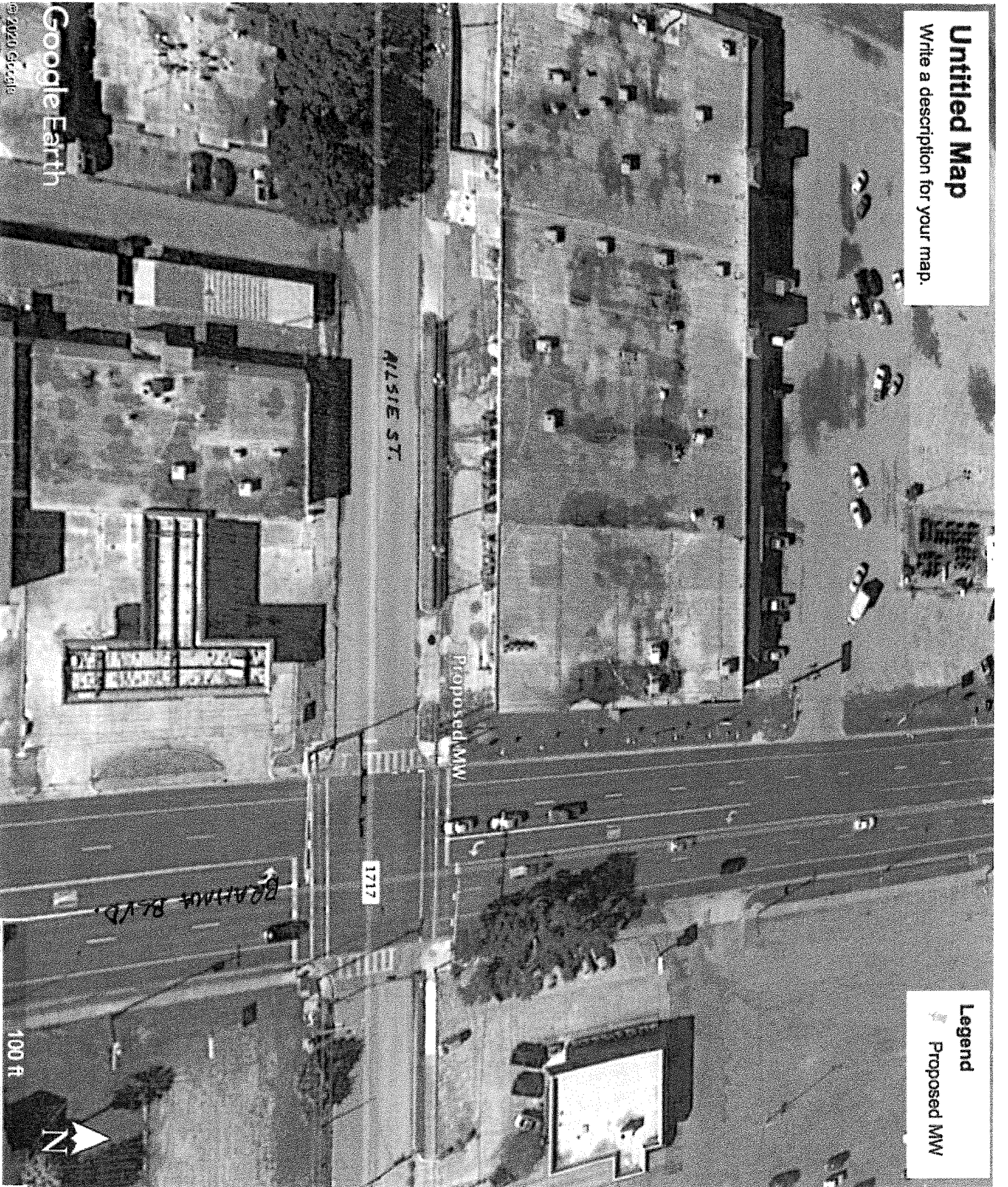
Untitled Map

Write a description for your map.

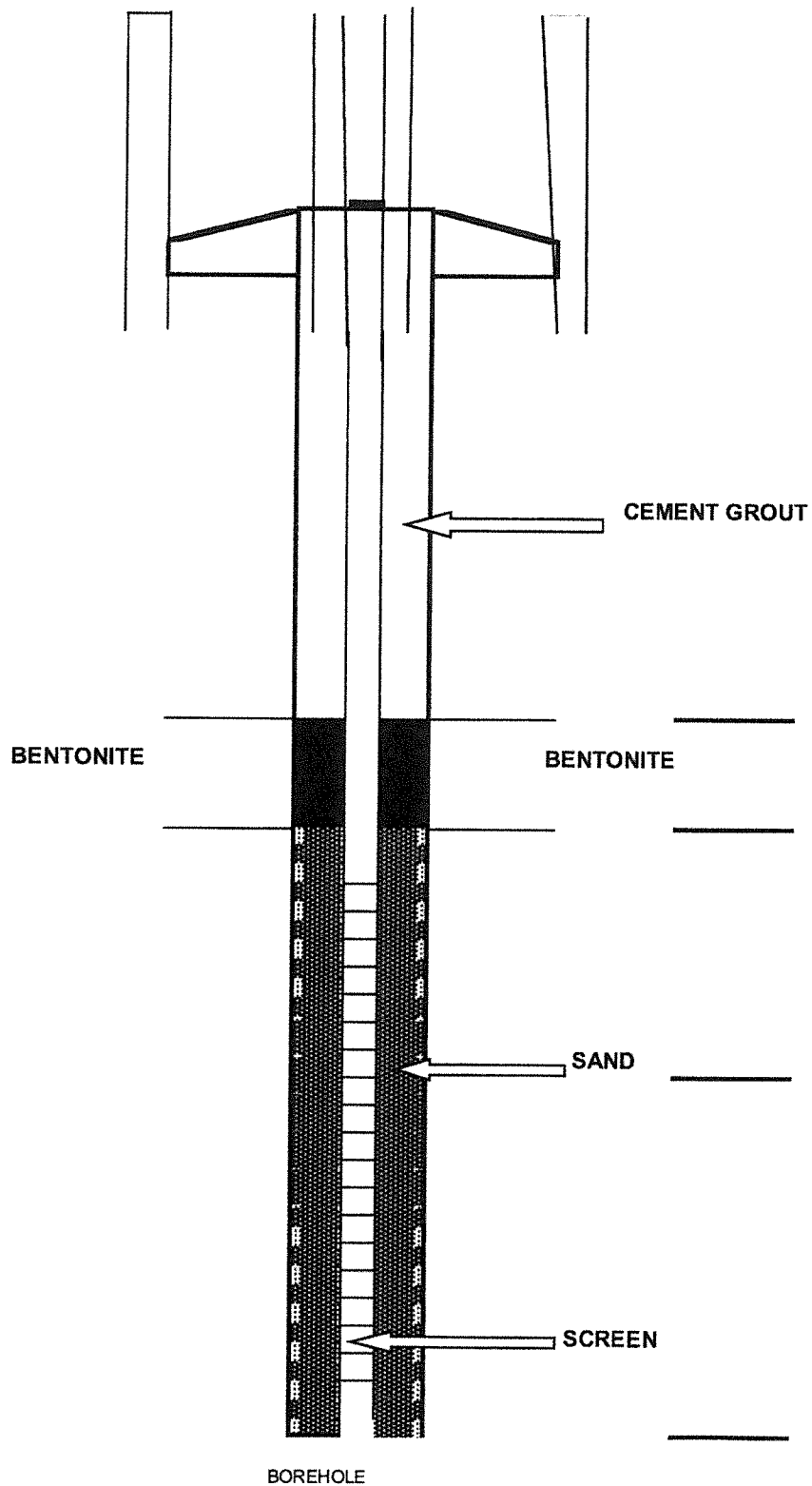
Legend



Proposed MW



WELL DIAGRAM



Jon Niermann, *Chairman*
Emily Lindley, *Commissioner*
Bobby Janecka, *Commissioner*
Toby Baker, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 1, 2020

Mr. Robert Harman, via email
Harbur & Harbur, LP
3279 FM 1540
Kingsville, Texas 78383

Re: Corrective Action Requirements for Bob's Corner Store,
1901 South Brahma Boulevard, Kingsville, Kleberg County, Texas
Regulated Entity Number RN102358942; Customer Number CN603523689
LPST ID No. 120626 - Priority 4.1 - Facility ID No. 54760; R - 14

Dear Mr. Harman:

The Texas Commission on Environmental Quality (TCEQ) has reviewed the Annual Groundwater Monitoring Report dated July 27, 2020, for the above-referenced leaking petroleum storage tank (LPST) site. A list of comments is enclosed.

Please provide an Assessment Report Form (ARF) - Addendum by **January 4, 2021**, and a Groundwater Monitoring Report by **January 3, 2022**.

Please provide one paper copy and one electronic copy (on USB or disc) of all submittals. Note that the electronic and hard copies should be identical, complete copies. A Correspondence ID Form (TCEQ Form 20428) must accompany each document submitted to the Remediation Division and should be affixed to the front of your submittal. The Correspondence ID Form helps ensure that your documents are identified correctly and are routed to the applicable program for a timely response.

Please note that all correspondence must include the LPST and facility ID numbers and should be submitted to the PST/DCRP Section, Mail Code (MC) - 137, P.O. Box 13087, Austin, Texas 78711-3087. Should you have any questions, please contact me at (512) 239-5695. Please reference the LPST ID number when making inquiries. We appreciate your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Corbin Reyes".

Corbin Reyes, Project Manager
PST/DCRP Section
Remediation Division

120626.Comment3.docx

Enclosure: Specific Comments

cc: Ms. Dawn Pakebusch, AD Environmental Services, via email;

Mr. Robert Harman
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October 1, 2020
LPST ID No. 120626

Specific Comments

The TCEQ has received the Annual Groundwater Monitoring Report dated July 27, 2020, and has the following comments:

- 1) Additional assessment is required for this site. Please delineate the plume to the north of MW-1 and MW-2 and submit the results in an Assessment Report Form (ARF) - Addendum on or before **January 4, 2021**.
- 2) Please conduct four quarterly groundwater monitoring events and submit the results in a Groundwater Monitoring Report on or before **January 3, 2022**.

Subject: Re: LPST ID No. 120626 (Bob's Corner Store)
Date: Monday, December 7, 2020 at 4:48:31 PM Central Standard Time
From: Corbin Reyes
To: Dawn Pakebusch
Attachments: image001.png

Good afternoon Dawn,

Approved. Please provide the ARF - Addendum on or before April 5, 2021. Please let me know if you have any questions.

Best,
Corbin Reyes | Project Manager
PST/DCRP Section
Remediation Division
Office of Waste
Texas Commission on Environmental Quality
Office: 512-239-5695

From: Dawn Pakebusch <dpakebusch@tisd.net>
Sent: Monday, December 7, 2020 3:33 PM
To: Corbin Reyes <Corbin.Reyes@tceq.texas.gov>
Subject: LPST ID No. 120626 (Bob's Corner Store)

Corbin,

On behalf of our client (Harbur and Harbur), AD Environmental Services, LLC is requesting a 90 day extension from the due date (1/4/2021) for the ARF Addendum.

Thanks,
Dawn Pakebusch, P.G.
Senior Project Manager

AD Environmental Services, LLC



8806 N. Navarro St., Ste 600 #125
Victoria, Texas 77904

Cell: 361-649-9990