

# ***City of Kingsville, Texas***

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## **AGENDA CITY COMMISSION**

**MONDAY, JULY 14, 2014  
REGULAR MEETING**

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

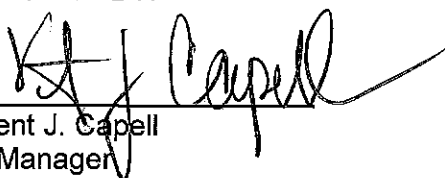
### **I. Preliminary Proceedings.**

#### **OPEN MEETING**

**INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)**

**MINUTES OF PREVIOUS MEETING(S) – Required by Law**  
None.

APPROVED BY:

  
\_\_\_\_\_  
Vincent J. Capell  
City Manager

### **II. Public Hearing - (Required by Law).<sup>1</sup>**

1. Public hearing regarding request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit for the establishment known as Mike's Stop & Shop located at 1105 N. 14<sup>th</sup> St. (Director of Planning & Development Services).

### **III. Reports from Commission & Staff.<sup>2</sup> (City Manager's Staff Report Attached).**

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

### **IV. Public Comment on Agenda Items.<sup>3</sup>**

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)*

None.

## **REGULAR AGENDA**

### **CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:**

#### **VI. Items for consideration by Commissioners.<sup>4</sup>**

1. Consider authorizing a request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit for the establishment known as Mike's Stop & Shop located at 1105 N. 14<sup>th</sup> St. (Director of Planning & Development Services).
2. Consider authorizing city participation in downtown parades and events from August 2014 through July 2015 as stated in memo and attachments. (Interim Director of Tourism).
3. Consider resolution authorizing the City Manager to enter into an Agreement with the Texas Department of Transportation for Construction, Maintenance and Operation of Continuous Highway Lighting Systems within a Municipality (Freeways or Expressways) for lighting at the crossover to South Creek Subdivision at 0.9 miles South of FM 1717 on US 77. (City Engineer/Public Works Director).
4. Consider authorizing award of a contract for concrete work for curb, gutter, and driveway repair work to E-Tech Construction, as per staff recommendation, based on unit prices with a contract renewal for FY 2015 with no more than a five percent escalation clause. (Bid No.14-14). (Director of Purchasing and IT).
5. Consider authorizing the purchase of one 2014 Bomag BW-211PD-50 padfoot single drum vibratory roller for the Street Department from Anderson Machinery via BuyBoard, as per staff recommendation. (Director of Purchasing & IT).
6. Consider introduction of an ordinance amending the Fiscal Year 2013-2014 budget for the General Fund to provide funding for the Street Department to purchase paving equipment to be used in operations. (Director of Finance).
7. Consider introduction of an ordinance amending the Fiscal Year 2013-2014 budget for the General Fund to provide funding for building improvements to city property located at 2211 South Brahma Blvd. (Director of Finance).

#### **VII. Adjournment.**

- <sup>1</sup>. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.

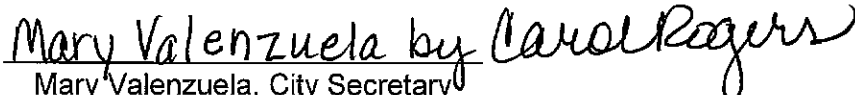
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizens comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

NOTICE

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

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

July 9, 2014 at 2:30 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.

  
Mary Valenzuela, City Secretary  
City of Kingsville, Texas

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

By: \_\_\_\_\_  
City Secretary's Office  
City of Kingsville, Texas

# **MINUTES OF PREVIOUS MEETING(S)**

# **PUBLIC HEARING(S)**



CITY OF  
**KINGSVILLE**

**MEMORANDUM**

<b>DATE</b>	Friday, June 25, 2014
<b>TO</b>	Mary Valenzuela, City Secretary
<b>FROM</b>	Engineering Department
<b>SUBJECT</b>	Alcohol License for 1105 N. 14 <sup>th</sup> St.

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 1105 N. 14<sup>th</sup> St., we have concluded that the property in question does fall within the 1,000 ft boundary of 1 church; therefore, it will require a variance according to City Ordinance sections 11-3-4&5.

Notices must be sent to the property owners within the 300 foot boundary and a public hearing and publication in the local newspaper is required.

Thank you,

Engineering Department

**Attachment 1** shows the property and the relative location of one church; suspected to be close to the property. Centro De Milagros is within the 1,000 foot boundary.

**Attachment 2** shows all properties within the 300 foot boundary in correlation with their Short ID provided by the Kleberg County Appraisal District.

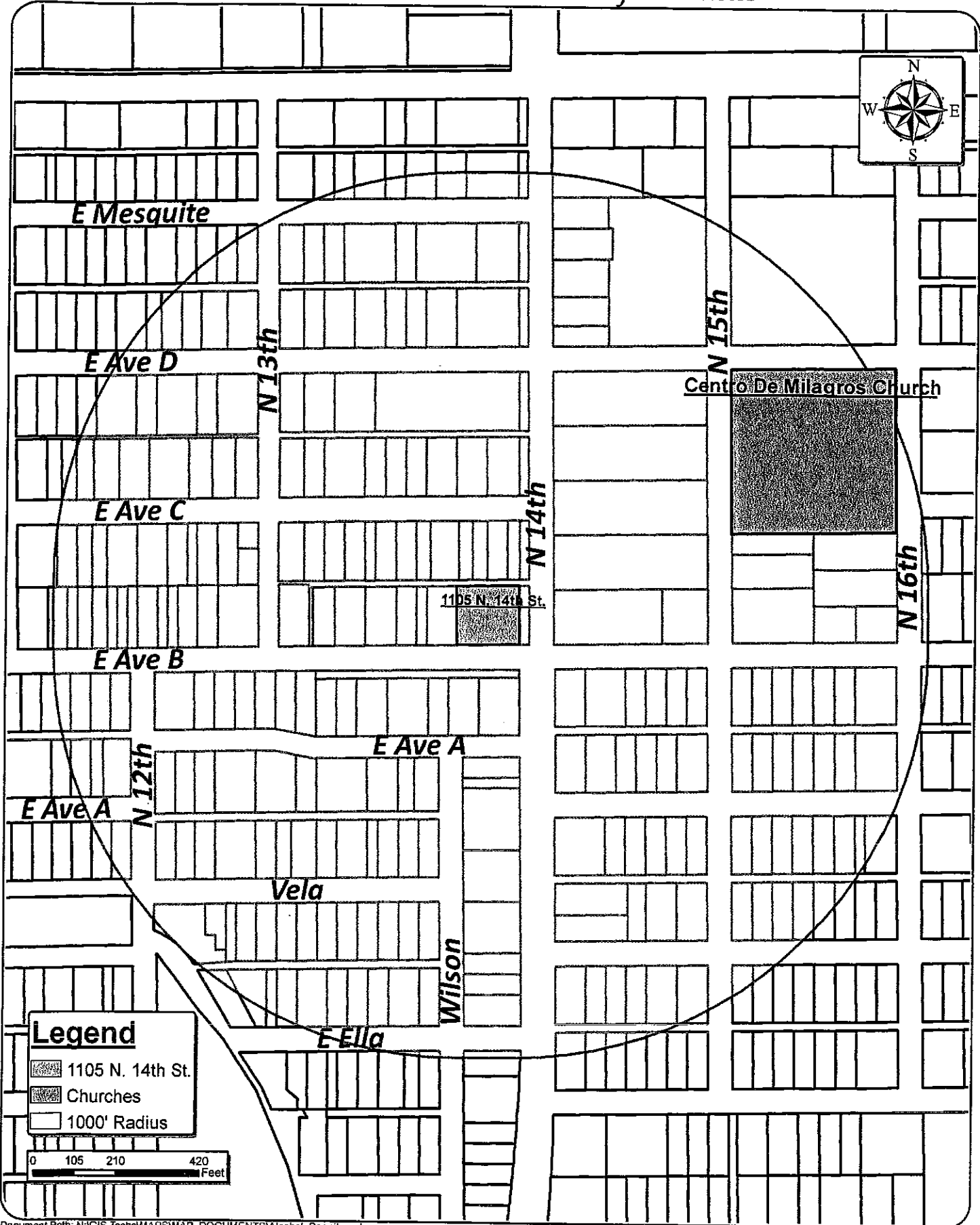
# 1105 N 14th St. 300 ft. Radius



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Page 1/1	Drawn By: Engineering Dept.	<p><b>DISCLAIMER</b></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><b>CITY OF KINGSVILLE</b></p> <p><b>ENGINEERING DEPARTMENT</b></p> <p>200 East Kleberg</p> <p>Kingsville, Texas 78363</p> <p>Office: 361-595-8005</p> <p>Fax: 361-595-8035</p>
	Last Update: 6/25/2014		
	Note: Please see attached documents.		

# 1105 N 14th St. 1000 ft. Radius



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Page 1/1	Drawn By: Engineering Dept.	<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</p> <p>ENGINEERING DEPARTMENT</p> <p>200 East Kleberg</p> <p>Kingsville, Texas 78363</p> <p>Office: 361-595-8005</p> <p>Fax: 361-595-8035</p>
	Last Update: 6/25/2014		
	Note: Please see attached documents.		





# Off-Premise Prequalification Packet

L-OFF (09/2013)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell alcoholic beverages. This information will be used to obtain your prequalification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying. Please contact your local TABC office for more information.

## LOCATION INFORMATION

### 1. Type of Off-Premise License/Permit

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> <b>BQ</b> Wine and Beer Retailer's Off-Premise Permit | <input type="checkbox"/> <b>LP</b> Local Distributor's Permit    |
| <input type="checkbox"/> <b>BF</b> Beer Retail Dealer's Off-Premise License               | <input type="checkbox"/> <b>E</b> Local Cartage Permit           |
| <input type="checkbox"/> <b>P</b> Package Store Permit                                    | <input type="checkbox"/> <b>ET</b> Local Cartage Transfer Permit |
| <input type="checkbox"/> <b>Q</b> Wine Only Package Store Permit                          | <input type="checkbox"/> <b>PS</b> Package Store Tasting Permit  |

### 2. Indicate Primary Business at this Location

- |  |  |
|--|--|
| <input type="checkbox"/> Grocery/Market                        | <input type="checkbox"/> Convenience Store without Gas |
| <input type="checkbox"/> Liquor Store                          | <input type="checkbox"/> Miscellaneous _____           |
| <input checked="" type="checkbox"/> Convenience Store with Gas |  |

### 3. Trade Name of Location

Mike's Stop & Shop

### 4. Location Address

1105 N. 14<sup>th</sup> St.

City

Kingsville

County

Kleberg

State

TX

Zip Code

78363-4068

### 5. Mailing Address

1105 N. 14<sup>th</sup> St.

City

Kingsville

State

TX

Zip Code

78363-4068

### 6. Business Phone No.

( 361 ) 595 - 7936

### Alternate Phone No.

( 832 ) 651 - 9858

### E-mail Address

shreeful@hotmail.com

## OWNER INFORMATION

### 7. Type of Owner

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Individual                    | <input checked="" type="checkbox"/> Corporation    | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other _____            |
| <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Joint Venture             |   |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Trust                     |   |

### 8. Entity/Applicant

Rita Business, Inc.

### 9. If Applicant Is/Must Be Listed Below (attach L-OIC if additional space is needed).

Individual/Individual Owner

Limited Liability Company/All Officers or Managers

Partnership/All Partners

Joint Venture/Venturers

Limited Partnership/All General Partners

Trust/Trustee(s)

Corporation/All Officers

City, County, University/Official

Last Name

First Name

MI

Title

Shah

Ritaben

Pres./Sec.

Last Name

First Name

MI

Title

Last Name

First Name

MI

Title

## MEASUREMENT INFORMATION

10. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

**NOTE:** For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

11. Will your business be located within 300 feet of any private/public school? ☐ Yes ☒ No

**NOTE:** For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.

**NOTE:** If located on or above the fifth story of a multistory building, measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

12. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

13. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No

## ALL APPLICANTS

14. CHECK HERE IF NOT IN CITY LIMITS ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

### WARNING AND SIGNATURE

If Applicant(s) Must Sign

Individual/Individual Owner

Partnership/Partner

Limited Partnership/General Partner

Corporation/Officer

Limited Liability Company/Officer or Manager

**WARNING:** Section 101.69 of the Texas Alcoholic Beverage Code states: "a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

**BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET**

PRINT  
NAME

Ritaben Shah

SIGN  
HERE

RmShah

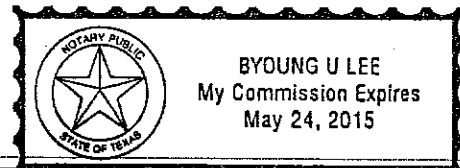
TITLE President

Before me, the undersigned authority, on this 24th day of June, 2014, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN  
HERE

  
NOTARY PUBLIC

SEAL



## CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN  
HERE

City Secretary/Clerk

City

TEXAS

SEAL

**CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF)**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN

HERE \_\_\_\_\_ COUNTY  
County Clerk

**S E A L****CERTIFICATE OF COUNTY CLERK (FOR BQ)**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought as the place of business is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

**Most current election for given location was held for:**

- ☐ legal sale of all alcoholic beverages for off-premise consumption  
☐ legal sale of all alcoholic beverages  
☐ legal sale of all alcoholic beverages except mixed beverages  
☐ legal sale of all alcoholic beverages including mixed beverages  
☐ legal sale of mixed beverages  
☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders  
☐ legal sale of wine on the premises of a holder of a winery permit  
☐ legal sale of beer/wine (17%) on-premise or beer/wine off-premise **AFTER** Sept. 1, 1999  
☐ legal sale of beer/wine (14%) on-premise or beer/wine off-premise **BEFORE** Sept. 1, 1999

SIGN

HERE \_\_\_\_\_ COUNTY  
County Clerk

**S E A L****COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

This is to certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number \_\_\_\_\_ Outlet Number \_\_\_\_\_

Print Name of Comptroller Employee \_\_\_\_\_

Print Title of Comptroller Employee \_\_\_\_\_

SIGN

HERE \_\_\_\_\_ FIELD OFFICE \_\_\_\_\_

**S E A L****PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)**

Name of newspaper	
City, County	
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /
<b><i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i></b>	
Signature of publisher or designee	
Sworn to and subscribed before me on this date	/ /
Signature of Notary Public	
<b>S E A L</b>	

**ATTACH PRINTED  
COPY OF THE  
NOTICE HERE**

## Riviera Telephone Company Inc. awards \$73,000 in scholarships



Pictured from left to right are Seth Hubert, Caroline Alsop, Morgan Moore and Shelby Suarez. (Submitted item)

### Submitted Item

Since 1987, Riviera Telephone Company Inc. has awarded \$649,000 in scholarships to 155 local students for their academic achievement, good citizenship and high moral character.

This year, RTC awarded \$57,000 in scholarships to four children of RTC customers and employees.

This year's recipients are Caroline Alsop, Seth Hubert, Morgan Moore and Shelby Suarez.

Caroline Alsop, Riviera Kauer High School's salutatorian, is the daughter of Elizabeth Hubert and plans to attend Texas A&M University, College Station to study in the field of animal science and veterinary

### medicine.

Seth Hubert is the son of Francis (Pancho) and Jean Hubert and plans to attend Paris Junior College to play baseball and begin studies in the petroleum engineering field then transfer to Texas A&M University College Station.

Morgan Moore is the daughter of George and Tammy Moore and plans to attend Schreiner University to study in the field of business.

Shelby Suarez is the daughter of Orlando Suarez; she plans to attend Texas State University to study nursing.

Officials with RTC encouraged all eligible 2015 Riviera Kauer High School seniors to apply for a scholarship next year.

## Commemorating 75 years of soil and water conservation in Texas

"May 29, 2014 marks the diamond jubilee of the Texas State Soil and Water Conservation Board and the beginning of Texas soil and water conservation districts."

Robert Schmidt

NRCS District Conservationist

The date is also the official kickoff for many celebratory events around the state throughout the year commemorating the anniversary," Rex Isom, executive director of the agency said.

The problems of wind and water erosion in the 1930s (which was the reason for the creation of the Texas State Soil and Water Conservation Board and soil and water conservation districts in Texas as well as in other states) caused great land devastation in Texas and throughout the Great Plains region of the country.

"The era was marked by a period of drought from 1931 to 1939 that was coupled with severe wind-driven soil erosion of overgrazed rangeland and soil exposed by the use of farming practices not adapted to the semi-arid U.S. Great Plains.

"In addition, this catastrophic display of nature

caught public attention at a time when the state and nation were in the throes of a great economic depression. Nature just added additional woes to the suffering of the people because some of the worst dust storms that had ever been seen in the history of the country were occurring at that time," added Isom.

In his book "The Worst Hard Time," Timothy Egan notes the horrendous cataclysmic forces of nature which plagued the land and people during the early 1930s. This era of American and Texas history is better known as the "Dust Bowl." Egan vividly describes living conditions that existed in that era.

"Dust clouds boiled up, ten thousand feet or more in the sky, and rolled like moving mountains and when the dust fell, it penetrated everything: hair, nose, throat, kitchen, bedroom, but the eeriest thing was the darkness. People tied themselves to ropes before going to a barn just a few hundred feet away from the house for fear of being lost in the blackness of the swirling dust. Buildings, fences and farm implements were seen as all but buried under the devastating effects of windblown silt."

Egan goes on to say that

the storms had "ferocity and density never before seen, and they came to be known by many as 'black blizzards'."

"So, out of this chaos of nature and economic depression the Texas State Soil and Water Conservation Board and soil and water conservation districts were born. It should be noted that since the creation of the Texas State Soil and Water Conservation Board and organization of local soil and water conservation districts we can say that the majority of Texas farmers, ranchers and timber producers from one generation to the next for the past 75 years have voluntarily and continuously entered into working agreements with their local soil and water conservation districts to implement a soil and water conservation program on their farms and ranches to meet the changing conservation needs of every acre on that property," Isom said.

This is the first of a series on the conservation movement in Texas. For more information on TSSWCB or the local SWCD, call (361) 592-0309, Ext. 3 or come by 401 E. King Ave., Ste. 100 in Kingsville.

Information courtesy of Clyde Gottschalk with the TSSWCB in Temple Texas.



JESSE GUJARDO  
Funeral Preplanning Counselor

## Tomorrow's Plan Funeral Preplanning Means Family Security Today.

We offer compassionate funeral pre-planning services to Kingsville and surrounding areas. You'll gain peace of mind when you can say, "Everything has been taken care of." If you would like to receive a FREE copy of the *Thoughtful Decisions Guide* to help you prepare for your final expenses, please call Jesse Guajardo, 361-592-9394.

**TURCOTTE-PIPER Mortuary**

205 General Cavazos Blvd.  
361-592-9394  
www.turcottepiper.com

For more information regarding prepaid funerals and consumer rights and protections under Texas statute, visit [www.ptcplinelaw.com](http://www.ptcplinelaw.com).

## PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, July 14, 2014, at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit for the establishment known as Mike's Stop & Shop located at 1105 N. 14th St.

The meeting will be held at City Hall, 200 East Kleberg Ave., Kingsville, Texas in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

## TOOTH TIPS by Charles A. Clements, D.D.S. MASTER IN THE ACADEMY OF GENERAL DENTISTRY

### You'd Rather Have A Baby?

As the father of 6 and grandfather of 6, I know childbirth is no easy matter. But, can you believe some of our new female patients actually say to us they'd "rather have a baby" than go for a dental visit? It's true! Of course, the joke is, "Well, let me know if you're here for your teeth or to have that baby, ma'am, so I can adjust the chair right!" Haha! But a fearful dental patient is no laughing matter. I am truly appalled at some of the past unpleasant experiences too many patients relate to us. Their stories would sway even me toward the baby scenario. But after some time, with good communication and lots of gentle care from a knowledgeable team, nearly every patient (men too!) can become a great dental patient once they relax, and have some easy or easier dental visits. Pleasant dentistry! No baby necessary! That's why we always say:

"We Cater To Cowards." Give us a try!



(361) 592-5248

325 General Cavazos Blvd., Kingsville, Texas 78303

TOOTH TIPS IS A PAID ADVERTISEMENT PERSONALLY WRITTEN BY CHARLES A. CLEMENTS, D.D.S.



## Riviera Telephone Company, Inc.

**ATTENTION: PERSONS LIVING IN THE RIVIERA TELEPHONE CO., INC. (RTC) SERVICE AREAS OF RIVIERA, LOYOLA BEACH, SARITA AND ARMSTRONG**

ASSISTANCE IN THE WAY OF THE LIFELINE PROGRAM IS AVAILABLE TO QUALIFYING LOW-INCOME CONSUMERS TO MAKE TELEPHONE SERVICE AFFORDABLE.

- Lifeline is a government assistance program.
- Lifeline is supported by the federal Universal Service Fund (USF).
- Lifeline is non-transferable.
- Only eligible consumers may enroll.
- Only one Lifeline discount is allowed per household.

To qualify for Lifeline, subscribers must either have an income that is at or below 150% of the federal Poverty Guidelines, or participate in one of the following assistance programs:

- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (FPHA)
- Low-Income Home Energy Assistance (LIHEAP)
- Health benefits coverage under the state Children's Health Insurance Program (CHIP)
- Temporary Assistance to Needy Families (TANF)
- The National School Lunch Program's Free Lunch Program

Universal Service support includes:

- Lifeline assistance that provides federal discounts of \$9.25 and state discounts of \$3.50 for basic monthly local telephone service (service as low as \$7.21 per month)
- Toll Limitation Service that allows you to control your long-distance charges

For more information, to see if you qualify or for a Lifeline Enrollment form to self-enroll, contact:

- Riviera Telephone Co., Inc.  
1015 S. 8th St.  
Riviera, TX 78379  
Tel. 361-592-1332 or toll free at 877-296-3232  
[www.riviera.com](http://www.riviera.com) or email [rtcinfo@riviera.com](mailto:rtcinfo@riviera.com)
- Life-Up Texas  
1779 Wells Branch Parkway  
Suite 110B #357  
Austin, TX 78728  
Toll free at 1-866-454-8387  
[www.lifeuptexas.org](http://www.lifeuptexas.org)

Lifeline consumers will be required to make certain certifications upon signing up for Lifeline service and renewals are required.

**ATENCIÓN: LAS PERSONAS VIVIENDO EN LAS ÁREAS DE SERVICIO DE LA COMPAÑÍA TELEFÓNICA DE RIVIERA (RTC), YA SEA EN RIVIERA, LOYOLA BEACH, SARITA Y ARMSTRONG...**

ASISTENCIA POR FORMA DEL PROGRAMA LIFELINE ESTÁ DISPONIBLE PARA LOS CONSUMIDORES DE BAJOS INGRESOS PARA HACER EL SERVICIO TELEFÓNICO MÁS ECONÓMICO.

- Lifeline es un programa de asistencia del gobierno
- Lifeline es apoyado por la Agencia de Fondo de Servicio Universal (USF)
- Lifeline es intransferible
- Sólo los consumidores elegibles pueden inscribirse
- Se permite sólo un descuento de Lifeline por hogar

Para calificar para Lifeline, debes tener un ingreso que está en o por debajo del 150% del nivel de pobreza federal, o participar en uno de los siguientes programas de asistencia:

- Medicaid
- Programa Suplementario de Asistencia Nutricional (SNAP)
- Seguridad de Ingreso Suplementario (SSI)
- Asistencia federal de viviendas públicas (FPHA)
- Asistencia de energía para hogares de bajos ingresos (LIHEAP)
- Beneficios de cobertura médica bajo el Programa Estatal de Seguro de Salud para los Niños (CHIP)
- Asistencia temporal para familias necesitadas (TANF)
- El Programa Nacional de Almuerzos Escolares del Programa de Almuerzo Gratis

Servicio Universal incluye:

- Asistencia de Lifeline que ofrece descuentos (federales de hasta \$9.25 y descuento del estado de \$3.50 por el servicio telefónico básico mensual (servicio tan bajo como \$7.21 por mes)
- Servicio de limitación que le permite controlar sus cargos de larga distancia

Para obtener más información, para ver si usted califica o para un formulario inscripción de Lifeline para certificarse a sí mismo, comuníquese con:

- La Compañía Telefónica de Riviera (RTC)  
1015 S. 8th St.  
Riviera, TX 78379  
Tel. 361-592-1332 o llame gratis al 877-296-3232  
[www.riviera.com](http://www.riviera.com) o email [rtcinfo@riviera.com](mailto:rtcinfo@riviera.com)
- Life-Up Texas  
1779 Wells Branch Parkway  
Suite 110B #357  
Austin, TX 78728  
Sin cargo al 1-866-454-8387  
[www.lifeuptexas.org](http://www.lifeuptexas.org)

Los consumidores de Lifeline estarán obligados a hacer ciertas certificaciones al inscribirse para el servicio de Lifeline y las renovaciones son necesarias.

103 S. 8th Street • Riviera, Texas • (361) 296-3232

# **CONSENT AGENDA**

# **REGULAR AGENDA**

# **AGENDA ITEM #1**



## Planning & Development Services Department

---

TO: Mayor & City Commission

THROUGH: Vincent Capell, City Manager

FROM: Robert G. Isassi, P.E. Director of Planning & Development Services

SUBJECT: **Request for Alcohol Variance at 1105 N. 14<sup>th</sup> St.**

DATE: July 7, 2014

---

Mr. Mike Saah, operator of Mike's Stop & Shop, is requesting an alcohol variance for a Wine and Beer Retailer's Off-Premise License. This address is located at 1105 N. 14th and is within 300ft of a church. The property in question therefore requires a variance according to City ordinance ORD-2004-20.

Also, all required notices have been sent to the property owners within 300ft. Additionally, a public hearing notice was placed in the newspaper on June 29, 2014. As of this point, we have not received any negative feedback from the property owners or citizens that have been noticed.





CITY OF  
**KINGSVILLE**

MEMORANDUM

DATE

Friday, June 25, 2014

TO

Mary Valenzuela, City Secretary

FROM

Engineering Department

SUBJECT

Alcohol License for 1105 N. 14<sup>th</sup> St.

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 1105 N. 14<sup>th</sup> St., we have concluded that the property in question does fall within the 1,000 ft boundary of 1 church; therefore, it will require a variance according to City Ordinance sections 11-3-4&5.

Notices must be sent to the property owners within the 300 foot boundary and a public hearing and publication in the local newspaper is required.

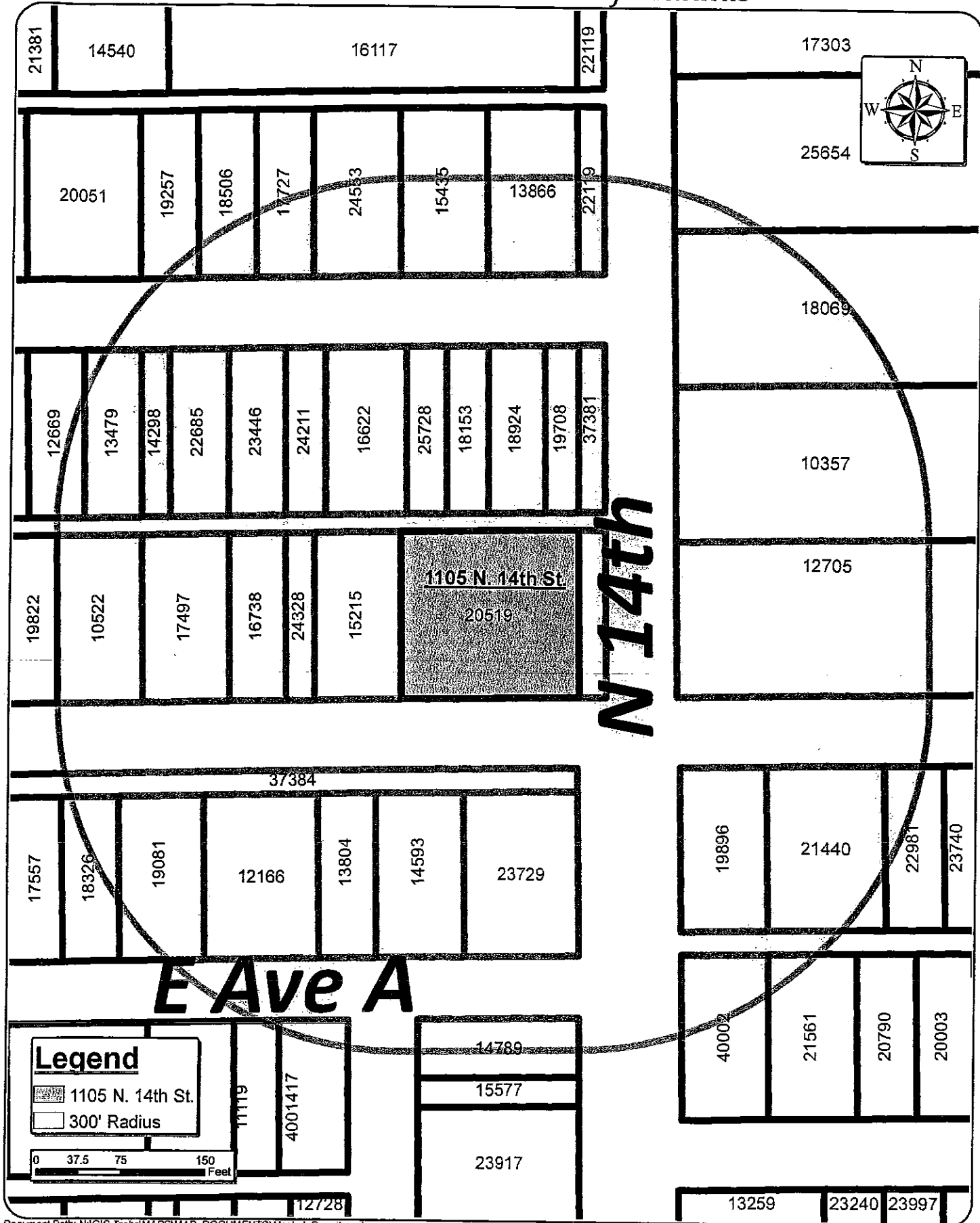
Thank you,

Engineering Department

**Attachment 1** shows the property and the relative location of one church; suspected to be close to the property. Centro De Milagros is within the 1,000 foot boundary.

**Attachment 2** shows all properties within the 300 foot boundary in correlation with their Short ID provided by the Kleberg County Appraisal District.

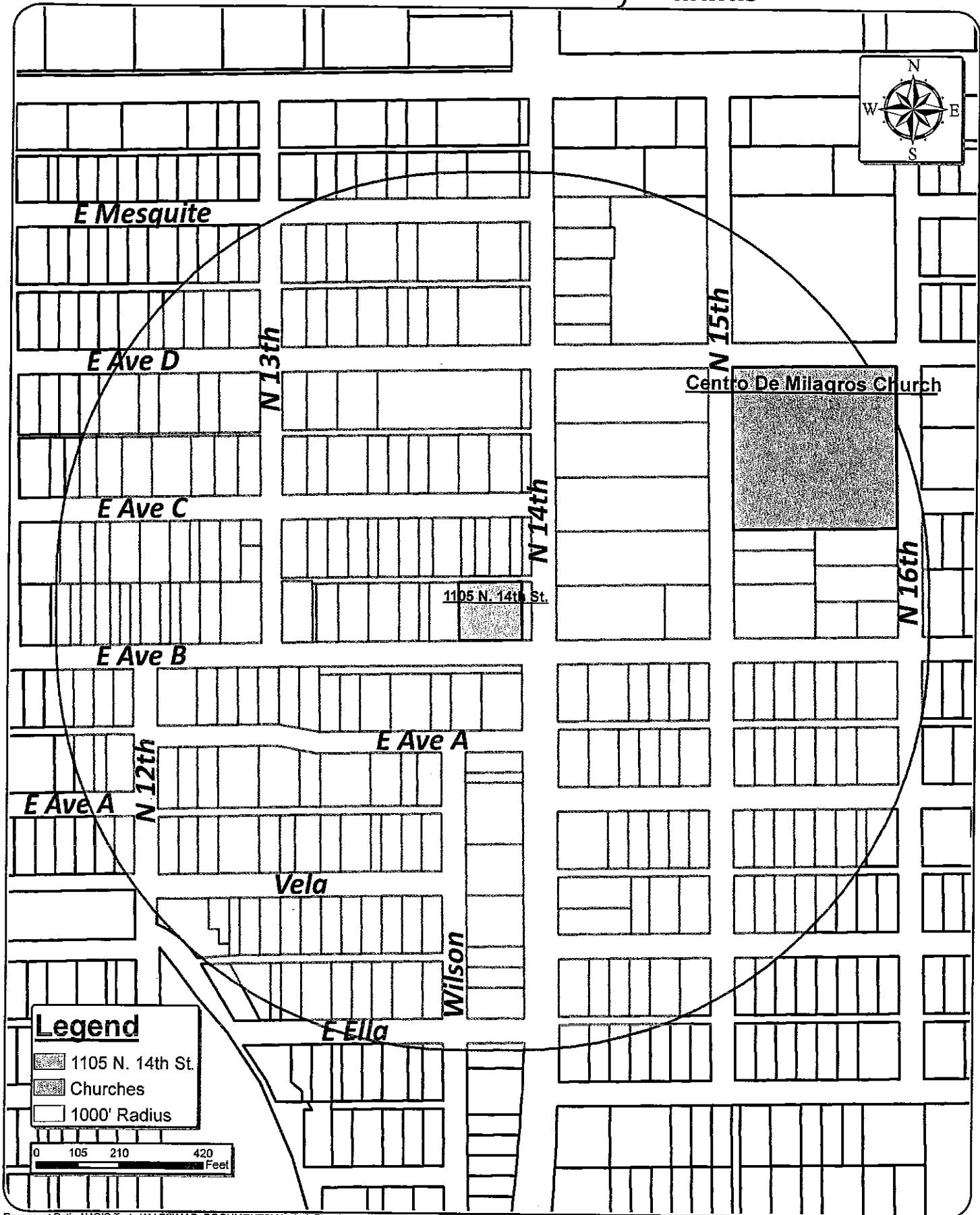
# 1105 N 14th St. 300 ft. Radius




Document Path: N:\GIS Techs\MAPS\MAP\_DOCUMENTS\Alcohol\_Permit.mxd

Page 1 / 1	Drawn By: Engineering Dept.	<p><b>DISCLAIMER</b></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><b>CITY OF KINGSVILLE</b></p> <p><b>ENGINEERING DEPARTMENT</b></p> <p>200 East Kleberg</p> <p>Kingsville, Texas 78363</p> <p>Office: 361-595-8005</p> <p>Fax: 361-595-8035</p>
	Last Update: 6/25/2014		
	Note: Please see attached documents.		

# 1105 N 14th St. 1000 ft. Radius



Document Path: N:\GIS Techs\MAPS\MAP\_DOCUMENTS\Alcohol\_Permit.mxd

Page 1/1	Drawn By: Engineering Dept.	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.		<b>CITY OF KINGSVILLE</b> <b>ENGINEERING DEPARTMENT</b> 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035
	Last Update: 6/25/2014			
	Note: Please see attached documents.			



# Off-Premise Prequalification Packet

L-OFF (09/2013)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell alcoholic beverages. This information will be used to obtain your prequalification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying. Please contact your local TABC office for more information.

## LOCATION INFORMATION

### 1. Type of Off-Premise License/Permit

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> <b>BQ</b> Wine and Beer Retailer's Off-Premise Permit | <input type="checkbox"/> <b>LP</b> Local Distributor's Permit    |
| <input type="checkbox"/> <b>BF</b> Beer Retail Dealer's Off-Premise License               | <input type="checkbox"/> <b>E</b> Local Cartage Permit           |
| <input type="checkbox"/> <b>P</b> Package Store Permit                                    | <input type="checkbox"/> <b>ET</b> Local Cartage Transfer Permit |
| <input type="checkbox"/> <b>Q</b> Wine Only Package Store Permit                          | <input type="checkbox"/> <b>PS</b> Package Store Tasting Permit  |

### 2. Indicate Primary Business at this Location

- |  |  |
|--|--|
| <input type="checkbox"/> Grocery/Market                        | <input type="checkbox"/> Convenience Store without Gas |
| <input type="checkbox"/> Liquor Store                          | <input type="checkbox"/> Miscellaneous _____           |
| <input checked="" type="checkbox"/> Convenience Store with Gas |  |

### 3. Trade Name of Location

Mike's Stop & Shop

### 4. Location Address

1105 N. 14<sup>th</sup> St.

City Kingsville	County Kleberg	State TX	Zip Code 78363-4068
5. Mailing Address 1105 N. 14 <sup>th</sup> St.	City Kingsville	State TX	Zip Code 78363-4068
6. Business Phone No. ( 361 ) 595 - 7936	Alternate Phone No. ( 832 ) 651 - 9858	E-mail Address shreeful@hotmail.com	

## OWNER INFORMATION

### 7. Type of Owner

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Individual                    | <input checked="" type="checkbox"/> Corporation    | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other _____            |
| <input type="checkbox"/> Limited Partnership           | <input type="checkbox"/> Joint Venture             |   |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Trust                     |   |

### 8. Entity/Applicant

Rita Business, Inc.

### 9. If Applicant Is/Must Be Listed Below (attach L-OIC if additional space is needed).

Individual/Individual Owner	Limited Liability Company/All Officers or Managers		
Partnership/All Partners	Joint Venture/Venturers		
Limited Partnership/All General Partners	Trust/Trustee(s)		
Corporation/All Officers	City, County, University/Official		
Last Name Shah	First Name Ritaben	MI	Title Pres./Sec.
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

## MEASUREMENT INFORMATION

10. Will your business be located within 300 feet of a church or public hospital? ☐ Yes ☒ No

**NOTE:** For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

11. Will your business be located within 300 feet of any private/public school? ☐ Yes ☒ No

**NOTE:** For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.

**NOTE:** If located on or above the fifth story of a multistory building, measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

12. Will your business be located within 1,000 feet of a private school? ☐ Yes ☒ No

13. Will your business be located within 1,000 feet of a public school? ☐ Yes ☒ No

## ALL APPLICANTS

14. CHECK HERE IF NOT IN CITY LIMITS ☐

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

### WARNING AND SIGNATURE

If Applicant Is/Must Sign  
Individual/Individual Owner  
Partnership/Partner  
Limited Partnership/General Partner

Corporation/Officer  
Limited Liability Company/Officer or Manager

**WARNING:** Section 101.69 of the Texas Alcoholic Beverage Code states "a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

**BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.**

PRINT  
NAME Ritaben Shah

SIGN  
HERE Rmshah

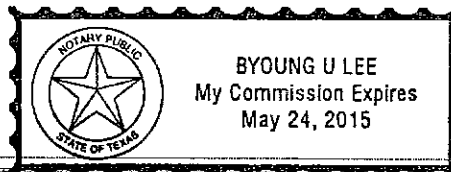
TITLE President

Before me, the undersigned authority, on this 24th day of June, 2014, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN  
HERE

[Signature]  
NOTARY PUBLIC

SEAL



## CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN  
HERE

\_\_\_\_\_  
City Secretary/Clerk

\_\_\_\_\_  
City

\_\_\_\_\_, TEXAS

SEAL

**CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF)**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN

HERE \_\_\_\_\_ COUNTY  
County Clerk

**SEAL****CERTIFICATE OF COUNTY CLERK (FOR BQ)**

I hereby certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the location for which the license/permit is sought as the place of business is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

**Most current election for given location was held for:**

- ☐ legal sale of all alcoholic beverages for off-premise consumption  
☐ legal sale of all alcoholic beverages  
☐ legal sale of all alcoholic beverages except mixed beverages  
☐ legal sale of all alcoholic beverages including mixed beverages  
☐ legal sale of mixed beverages  
☐ legal sale of mixed beverages in restaurants by food and beverage certificate holders  
☐ legal sale of wine on the premises of a holder of a winery permit  
☐ legal sale of beer/wine (17%) on-premise or beer/wine off-premise **AFTER** Sept. 1, 1999  
☐ legal sale of beer/wine (14%) on-premise or beer/wine off-premise **BEFORE** Sept. 1, 1999

SIGN

HERE \_\_\_\_\_ COUNTY  
County Clerk

**SEAL****COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE**

This is to certify on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number \_\_\_\_\_ Outlet Number \_\_\_\_\_

Print Name of Comptroller Employee \_\_\_\_\_

Print Title of Comptroller Employee \_\_\_\_\_

SIGN

HERE \_\_\_\_\_ FIELD OFFICE \_\_\_\_\_

**SEAL****PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)**

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /	
<b><i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i></b>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date	/ /	
Signature of Notary Public		
<b>SEAL</b>		

## Riviera Telephone Company Inc. awards \$73,000 in scholarships



Pictured from left to right are Seth Hubert, Caroline Alsop, Morgan Moore and Shelby Suarez. (Submitted item)

**Submitted Item**  
Since 1987, Riviera Telephone Company Inc. has awarded \$649,000 in scholarships to 155 local students for their academic achievement, good citizenship and high moral character.

This year, RTC awarded \$57,000 in scholarships to four children of RTC customers and employees.

This year's recipients are Caroline Alsop, Seth Hubert, Morgan Moore and Shelby Suarez.

Caroline Alsop, Riviera Kauffer High School's salutatorian, is the daughter of Elizabeth Hubert and plans to attend Texas A&M University, College Station to study in the field of animal science and veterinary

medicine.

Seth Hubert is the son of Francis (Pancho) and Jean Hubert and plans to attend Paris Junior College to play baseball and begin studies in the petroleum engineering field then transfer to Texas A&M University College Station.

Morgan Moore is the daughter of George and Tammy Moore and plans to attend Schreiner University to study in the field of business.

Shelby Suarez is the daughter of Orlando Suarez; she plans to attend Texas State University to study nursing.

Officials with RTC encouraged all eligible 2015 Riviera Kauffer High School seniors to apply for a scholarship next year.

## Commemorating 75 years of soil and water conservation in Texas

"May 29, 2014 marks the diamond jubilee of the Texas State Soil and Water Conservation Board and the beginning of Texas soil and water conservation. NRCS District 1, Conservationist Robert Schmidt said.

The date is also the official kickoff for many celebratory events around the state throughout the year commemorating the anniversary," Rex Isom, executive director of the agency said.

The problems of wind and water erosion in the 1930s (which was the reason for the creation of the Texas State Soil and Water Conservation Board and soil and water conservation districts in Texas as well as in other states) caused great land devastation in Texas and throughout the Great Plains region of the country.

The era was marked by a period of drought from 1931 to 1939 that was coupled with severe wind-driven soil erosion of overgrazed rangeland and soil exposed by the use of farming practices not adapted to the semi-arid U.S. Great Plains.

"In addition, this catastrophic display of nature

caught public attention at a time when the state and nation were in the throes of a great economic depression. Nature just added additional woes to the suffering of the people because some of the worst dust storms that had ever been seen in the history of the country were occurring at that time," added Isom.

In his book "The Worst Hard Time," Timothy Egan notes the horrendous cataclysmic forces of nature which plagued the land and people during the early 1930s. This era of American and Texas history is better known as the "Dust Bowl." Egan vividly describes living conditions that existed in that era.

"Dust clouds boiled up, ten thousand feet or more in the sky, and rolled like moving mountains and when the dust fell, it penetrated everything: hair, nose, throat, kitchen, bedroom, but the eeriest thing was the darkness. People tied themselves to ropes before going to a barn just a few hundred feet away from the house for fear of being lost in the blackness of the swirling dust. Buildings, fences and farm implements were seen as all but buried under the devastating effects of windblown soils."

Egan goes on to say that

the storms had "ferocity and density never before seen, and they came to be known by many as 'black blizzards.'"

"So, out of this chaos of nature and economic depression the Texas State Soil and Water Conservation Board and soil and water conservation districts were born. It should be noted that since the creation of the Texas State Soil and Water Conservation Board and organization of local soil and water conservation districts we can say that the majority of Texas farmers, ranchers and timber producers from one generation to the next for the past 75 years have voluntarily and continuously entered into working agreements with their local soil and water conservation districts to implement a soil and water conservation program on their farms and ranches to meet the changing conservation needs of every acre on that property," Isom said.

This is the first of a series on the conservation movement in Texas. For more information on TSSWCB or the local SWCD, call (361) 592-0309, Ext. 3 or come by 401 E. King Ave., Ste. 100 in Kingsville. Information courtesy of Clyde Gottschalk with the TSSWCB in Temple Texas.



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Funeral Preplanning Counselor

### Tomorrow's Plan Funeral Preplanning Means Family Security Today.

We offer compassionate funeral pre-planning services to Kingsville and surrounding areas. You'll gain peace of mind when you can say, "Everything has been taken care of."

If you would like to receive a FREE copy of the *Thoughtful Decisions Guide* to help you prepare for your final expenses, please call Jesse Guajardo, 361-592-9394

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361-592-9394  
www.turcottepiper.com

For more information regarding prepaid funerals and consumer rights and protections under Texas law, visit [www.prepaidfunerals.state.tx.gov](http://www.prepaidfunerals.state.tx.gov).

### PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, July 14, 2014, at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Wine and Beer Retailer's Off-Premise Permit for the establishment known as Mike's Stop & Shop located at 1105 N. 14th St.

The meeting will be held at City Hall, 200 East Kleberg Ave., Kingsville, Texas in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

### TOOTH TIPS by Charles A. Clements, D.D.S. MASTER IN THE ACADEMY OF GENERAL DENTISTRY

#### You'd Rather Have A Baby?

As the father of 6 and grandfather of 6, I know childbirth is no easy matter. But, can you believe some of our new female patients actually say to us they'd "rather have a baby" than go for a dental visit? It's true! Of course, the joke is, "Well, let me know if you're here for your teeth or to have that baby, ma'am, so I can adjust the chair right!" Bahah! But a fearful dental patient is no laughing matter. I am truly appalled at some of the past unpleasant experiences too many patients relate to us. Their stories would sway even me toward the baby scenario. But after some time, with good communication and lots of gentle care from a knowledgeable team, nearly every patient (men too) can become a great dental patient once they relax, and have some easy or easier dental visits. Pleasant dentist! No baby necessary! That's why we always say:

"We Cater To Cowards." Give us a try!



(361) 592-5248

325 General Cavazos Blvd., Kingsville, Texas 78363  
www.KingsvilleDentist.com

TOOTH TIPS IS A PAID ADVERTISEMENT PERSONALLY WRITTEN BY CHARLES A. CLEMENTS, D.D.S.



## Riviera Telephone Company, Inc.

**ATTENTION: PERSONS LIVING IN THE RIVIERA TELEPHONE CO., INC. (RTC) SERVICE AREAS OF RIVIERA, LOYOLA BEACH, SARITA AND ARMSTRONG**

**ASSISTANCE IN THE WAY OF THE LIFELINE PROGRAM IS AVAILABLE TO QUALIFYING LOW-INCOME CONSUMERS TO MAKE TELEPHONE SERVICE AFFORDABLE.**

- Lifeline is a government assistance program
- Lifeline is supported by the federal Universal Service Fund (USF)
- Lifeline is non-transferable
- Only eligible consumers may enroll
- Only one Lifeline discount is allowed per household

To qualify for Lifeline, subscribers must either have an income that is at or below 150% of the federal Poverty Guidelines, or participate in one of the following assistance programs:

- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (FPHA)
- Low-Income Home Energy Assistance (LIHEAP)
- Health benefits coverage under the state Children's Health Insurance Program (CHIP)
- Temporary Assistance to Needy Families (TANF)
- The National School Lunch Program's Free Lunch Program

Universal Service support includes:

- Lifeline assistance that provides federal discounts of \$9.25 and state discounts of \$3.50 for basic monthly local telephone service (Service as low as \$7.01 per month)
- Toll Limitation Service that allows you to control your long-distance charges

For more information, to see if you qualify or for a Lifeline Enrollment Form to self-verify, contact:

- Riviera Telephone Co., Inc.  
103 S. 8th St.  
Riviera, TX 78379  
Tel: 296-3232 or fax at 977-796-1312  
[www.riviera.com](http://www.riviera.com) or email [rtc@rtc.com](mailto:rtc@rtc.com)
- Live-Up Texas  
1779 Wells Branch Parkway  
Suite 110B #357  
Austin, TX 78728  
Toll free at 1-866-454-8387  
[www.liveuptexas.org](http://www.liveuptexas.org)

Lifeline consumers will be required to make certain certifications upon signing up for Lifeline service and renewals are required.

**ATENCIÓN: LAS PERSONAS VIVIENDO EN LAS ÁREAS DE SERVICIO DE LA COMPAÑÍA TELEFÓNICA DE RIVIERA (RTC), YA SEA EN RIVIERA, LOYOLA BEACH, SARITA Y ARMSTRONG...**

**ASISTENCIA POR FORMA DEL PROGRAMA LIFELINE ESTÁ DISPONIBLE PARA LOS CONSUMIDORES DE BAJOS INGRESOS PARA HACER EL SERVICIO TELEFÓNICO MÁS ECONÓMICO.**

- Lifeline es un programa de asistencia del gobierno
- Lifeline es apoyado por la Agencia de Fondo de Servicio Universal (USF)
- Lifeline es no-transferible
- Sólo los consumidores elegibles pueden inscribirse
- No permite sólo un descuento de Lifeline por hogar

Para calificar para Lifeline, deben tener un ingreso que está en o por debajo del 150% del nivel de pobreza federal, o participar en uno de los siguientes programas de asistencia:

- Medicaid
- Programa Suplementario de Asistencia Nutricional (SNAP)
- Seguridad de Ingreso Suplementario (SSI)
- Asistencia Federal de viviendas públicas (FPHA)
- Asistencia de energía para hogares de bajos ingresos (LIHEAP)
- Beneficios de cobertura médica bajo el Programa Estatal de Seguro de Salud para los Niños (CHIP)
- Asistencia temporal para familias necesitadas (TANF)
- El Programa Nacional de Almuerzos Escolares del Programa de Almuerzos Gratis

Servicio Universal incluye:

- Asistencia de Lifeline que ofrece descuentos federales de hasta \$9.25 y descuentos del estado de \$3.50 por el servicio telefónico básico mensual (servicio tan bajo como \$7.01 por mes)
- Servicio de limitación que le permite controlar sus cargos de larga distancia.

Para obtener más información, para ver si usted califica o para un formulario inscripción de Lifeline, por favor llame a o visite a nuestros centros de asistencia:

- La Compañía Telefónica de Riviera (RTC)  
103 S. 8th St.  
Riviera, TX 78379  
361-296-3232 o llame gratis al 877-296-3232  
[www.riviera.com](http://www.riviera.com) o email [rtc@rtc.com](mailto:rtc@rtc.com)
- Live-Up Texas  
1779 Wells Branch Parkway  
Suite 110B #357  
Austin, TX 78728  
Sin cargo al 1-866-454-8387  
[www.liveuptexas.org](http://www.liveuptexas.org)

Los consumidores de Lifeline estarán obligados a hacer ciertas certificaciones al inscribirse para el servicio de Lifeline y las renovaciones son necesarias.

103 S. 8th Street • Riviera, Texas • (361) 296-3232

## **AGENDA ITEM #2**





**Date: July 2, 2014**

**To: City Commission via City Manager**

**From: Cynthia Martin, Interim Director of Tourism**

**Re: Request for City Support for Downtown Parades & Events**

The City Commission has a tradition of approving all parades and events expenses for community events. In the past, requests for City support for these parades and events have been brought before the City Commission individually. For the sake of efficiency, Tourism is bringing before Commission one request that will cover all the known events and parades for the entire upcoming year. Should additional parades or events be proposed for the downtown area in the upcoming year, these will come before the City Commission individually.

As required by Kingsville City Code *Section VII, Article 1, Sec. 53. Conditions and requirements for permit*, written approval for the temporary street closures required by all of the parades and events listed in the attached documents has been obtained from over eighty percent of the managing tenants or, if the property is vacant, managing property owners of the property abutting that portion of the street to be closed to vehicular traffic.

The Committee is requesting City support in the form of street closings permits, food handling permits, the participation of staff and vehicles from the Police, Fire, Health and Public Works departments, barricades, trash cans and a waiver of fees. We request that these waivers and services be considered an in-kind sponsorship.

2014-15 Parades and Events  
Requiring City Support

	<b>Event Name</b>	<b>Budget</b>
<b><u>2014</u></b>		
8/15	KISD Annual Community Fair	\$603.00
8/24	HM King High School Homecoming Parade	\$792.00
10/9	TAMUK Homecoming Parade	\$792.00
10/24	KKB Downtown Trick or Treat	\$384.00
10/31	Brush Country CASA Zombie Walk	\$810.00
11/11	Veteran's Day Parade	\$792.00
11/21	Ranch Hand Festival	\$1,895.00
12/5	La Posada Parade	\$1,430.00
12/12	Virgen de Guadalupe Procession	\$792.00
<b><u>2015</u></b>		
1/19	MLK Day Parade & Celebration	\$830.00
4/25	PDAP Drug Free Walk	\$830.00
7/4	4th of July Parade & Celebration	\$900.00
		<b>\$10,850.00</b>

Cost to the City  
La Posada Parade  
Dec. 5, 2014

Public Works

Barricades: Build-up & Tear-down \$18/hr. (5 men/5hrs) = \$450

Trash & Recycling: Delivery/Pickup/Dumping \$6 (x20) = \$120

Dumpsters: \$30 (x3) = \$90

Police Dept. (Lead parade & provide security)

Officers (senior \$46.01, additional \$38.98):

3 officers for 5 hours = \$46.01 + \$77.96 (\$124\*5) = \$620

Other

Street closing permit for large events = \$150

Fire Dept. will provide one fire truck with 2-3 on duty personnel, if available. If there is an emergency, they will leave the parade.

Total \$ 1430

Cost to the City  
Safe Trick or Treating & Fall Festival  
Oct. 24, 2014

Public Works

Barricades: Build-up & Tear-down \$18/hr. (3 men/4hrs) = \$216

Trash & Recycling: Delivery/Pickup/Dumping \$6 (x3) = \$18

Other

Street closing permit for large events = \$150

Total \$ 384

Cost to the City  
Veteran's Day Parade  
Nov. 11, 2014

Public Works

Put up & take down barricades: 3 hours for 5 men (\$18.00 hr.) = \$ 270

Police Dept. Lead parade & provide security:

Officers (senior \$46.01, additional \$38.98):

3 officers for 3 hours = \$46.01 + \$77.96 (\$124\*3) = \$372

Other

Street closing permit for large events = \$150

Fire Dept. will provide one fire truck with 2-3 on duty personnel, if available. If there is an emergency, they will leave the parade.

Total \$ 792

Cost to the City  
Virgen de Guadalupe Procession  
Dec. 12, 2014

Public Works

Barricades: Build-up & Tear-down \$18/hr. (5 men/3hrs) = \$270

Police Dept. (Lead parade & provide security)

Officers (senior \$46.01, additional \$38.98):

3 officers for 3 hours = \$46.01 + \$77.96 (\$124\*3) = \$372

Other

Street closing permit for large events = \$150

Total \$ 792

Cost to the City  
PDAP Drug Free Walk  
April 25, 2015

Public Works

Barricades: Build-up & Tear-down \$18/hr. (3 men/5hrs) = \$270

Trash & Recycling: Delivery/Pickup/Dumping \$6 (x3) = \$18

Police Dept. (Lead parade & provide security)

Officers (senior \$46.01, additional \$38.98):

3 officers for 3 hours = \$46.01 + \$77.96 (\$124\*3) = \$372

Health Dept.

Non-profit group food handlers permit = \$20

Other

Street closing permit for large events = \$150

Fire Dept. will provide one fire truck with 2-3 on duty personnel, if available. If there is an emergency, they will leave the parade.

Total \$ 830

Cost to the City  
KISD Community Fair  
August 15, 2014

Public Works

Barricades: Build-up & Tear-down \$18/hr. (5 men/2hrs) = \$180

Trash & Recycling: Delivery/Pickup/Dumping \$6 (x3) = \$18

Police Dept. (Lead parade & provide security)

Officers (senior \$46.01, additional \$38.98):

2 officers for 3 hours = \$46.01 + \$38.98 (\$85\*3) = \$255

Other

Permit for large events \$150

Total cost \$ 603



Cost to the City  
Ranch Hand Festival  
Nov. 21-23, 2014

Public Works

Barricades: Build-up & Tear-down \$18/hr. (5 men/4hrs) = \$360

Trash & Recycling: Delivery/Pickup/Dumping \$6 (x60) = \$360

Dumpsters: \$30 (x3) = \$90

Police Dept. (Event security)

Officers (senior \$46.01, additional \$38.98):

2 officers for hours listed below = \$935

Friday, November 21<sup>st</sup> – two officers from 8:30 pm – 11:30 pm

2 officers for 3 hours = \$46.01 + \$38.98 (\$85\*3) = \$255

Saturday, November 22<sup>nd</sup> – two officers from 10 am – 6 pm

2 officers for 8 hours = \$46.01 + \$38.98 (\$85\*8) = \$680

Other

Street closing permit for large events = \$150

Total \$ 1895

Cost to the City  
CASA Zombie Walk  
Oct. 31, 2014

Public Works

Barricades: Build-up & Tear-down \$18/hr. (5 men/3hrs) = \$270

Trash & Recycling: Delivery/Pickup/Dumping \$6 (x3) = \$18

Police Dept. (Lead parade & provide security)

Officers (senior \$46.01, additional \$38.98):

3 officers for 3 hours = \$46.01 + \$77.96 (\$124\*3) = \$372

Other

Street closing permit for large events = \$150

Total \$ 810

Cost to the City  
4<sup>th</sup> of July parade & celebration  
July 4, 2015

Public Works

Barricades: Build-up & Tear-down \$18/hr. (5 men/4hrs) = \$360

Trash & Recycling: Delivery/Pickup/Dumping \$6 (x3) = \$18

Police Dept. (Lead parade & provide security)

Officers (senior \$46.01, additional \$38.98):

3 officers for 3 hours = \$46.01 + \$77.96 (\$124\*3) = \$372

Other

Permit for large events \$150

Fire Dept. will provide one fire truck with 2-3 on duty personnel, if available. If there is an emergency, they will leave the parade.

Total cost \$ 900

Cost to the City  
MLK Day Parade & Celebration  
Jan. 19, 2015

Public Works

Barricades: Build-up & Tear-down \$18/hr. (5 men/3hrs) = \$270

Trash & Recycling: Delivery/Pickup/Dumping \$6 (x3) = \$18

Police Dept. (Lead parade & provide security)

Officers (senior \$46.01, additional \$38.98):

3 officers for 3 hours = \$46.01 + \$77.96 (\$124\*3) = \$372

Health Dept.

Non-profit group food handlers permit = \$20

Other

Street closing permit for large events = \$150

Fire Dept. will provide one fire truck with 2-3 on duty personnel, if available. If there is an emergency, they will leave the parade.

Total \$ 830

Costs to the City  
HM King High School Homecoming Parade  
Sept. 24, 2014

Public Works

Barricades: Build-up & Tear-down \$18/hr. (5 men/3hrs) = \$270

Police Dept. (Lead parade & provide security)

Officers (senior \$46.01, additional \$38.98):

3 officers for 3 hours = \$46.01 + \$77.96 (\$124\*3) = \$372

Other

Street closing permit for large events = \$150

Fire Dept. will provide one fire truck with 2-3 on duty personnel, if available. If there is an emergency, they will leave the parade.

Total \$ 792

Costs to the City  
TAMUK Homecoming Parade  
Oct. 9, 2014

Public Works

Barricades: Build-up & Tear-down \$18/hr. (5 men/3hrs) = \$270

Police Dept. (Lead parade & provide security)

Officers (senior \$46.01, additional \$38.98):

3 officers for 3 hours = \$46.01 + \$77.96 (\$124\*3) = \$372

Other

Street closing permit for large events = \$150

Fire Dept. will provide one fire truck with 2-3 on duty personnel, if available. If there is an emergency, they will leave the parade.

Total \$ 792

## **AGENDA ITEM #3**

**RESOLUTION NO. 2014-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS WITHIN A MUNICIPALITY (FREEWAYS OR EXPRESSWAYS) FOR LIGHTING AT THE CROSSOVER TO SOUTH CREEK SUBDIVISION AT 0.9 MILES SOUTH OF FM 1717 ON US 77.**

**WHEREAS**, the City Commission of the City of Kingsville desires to have lighting improvements installed along US 77 at the crossover to South Creek Subdivision to enhance safety in that area;

**WHEREAS**, the Texas Department of Transportation will be submitting a contract for construction of highway lighting improvements on US 77 within the city limits from 0.9 miles South of FM 1717 at the Crossover to South Creek Subdivision, but needs the city to agree to be responsible for providing annual electricity expenses; and

**WHEREAS**, the City of Kingsville must pass a resolution authorizing the City to enter into the Agreement with the Texas Department of Transportation for Construction, Maintenance and Operation of Continuous Highway Lighting Systems within a Municipality (Freeways or Expressways) for lighting at the crossover to South Creek Subdivision at 0.9 miles South of FM 171 along US 77; and

**WHEREAS**, the City will be responsible for paying the monthly electricity expense for the lighting installed for this project.

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

I.

**THAT** the City Commission authorizes the City Manager to execute the Agreement for Construction, Maintenance and Operation of Continuous Highway Lighting Systems within a Municipality (Freeways or Expressways) with the Texas Department of Transportation for lighting at the crossover to South Creek Subdivision on US 77 at 0.9 miles South of FM 1717, as per the agreement attached hereto.

II.

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



III.

**THAT** this Resolution shall become effective upon adoption.

**PASSED AND APPROVED** by a majority vote of the City Commission on the 14th day of July, 2014.

---

Sam R. Fugate  
Mayor

**ATTEST:**

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Mary Valenzuela  
City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez  
City Attorney

STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT FOR CONSTRUCTION, MAINTENANCE  
AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING  
SYSTEMS WITHIN A MUNICIPALITY  
(FREEWAYS OR EXPRESSWAYS)  
(Specific Limits)**

**THIS AGREEMENT**, dated this 9<sup>th</sup> day of June, 2014, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, acting by and through the Texas Department of Transportation, and the City of Kingsville, Kleberg County, Texas, acting by and through its duly authorized officers under a ordinance or resolution passed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, hereinafter called the "City," party of the second part, is made to become effective when fully executed by both parties.

**WITNESSETH**

**WHEREAS**, the City has requested the State to contribute financial aid in the construction, maintenance, and operation of a continuous highway lighting system on the freeway or expressway designated as US 77 within the limits from 0.9 miles South of FM 1717 at the Crossover to South Creek Subdivision to 0.9 miles South of FM 1717 at the Crossover to South Creek Subdivision inside the City which is in accordance with 43 Texas Administrative Code, Section 25.11. Within the City, said lighting system hereinafter referred to as the "lighting system" is to consist of continuous lighting to be built in sections as financed and designated by the Texas Transportation Commission; and

**WHEREAS**, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will construct said highway lighting system, conditioned that the City, as provided in 43 Texas Administrative Code, Section 25.11 and Transportation Code, §221.002, will maintain and operate said lighting system.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

**Article 1. CONSTRUCTION RESPONSIBILITIES**

A. The State will prepare or provide for the plans and specifications, advertise for bids, let the construction contract, or otherwise provide for the construction, and will supervise construction, reconstruction or betterment work as required by said plans and specifications. As this lighting system project is developed to construction stage, either as a unit or in increments, the State will submit plans and specifications of the proposed work to the City and will secure the City's consent to construct the lighting system prior to awarding the contract; said City consent being signified by the signatures of duly authorized City officers in the spaces provided on the title sheet of the plans containing the following notation.

"Attachment No. \_\_\_\_\_ to Special AGREEMENT FOR CONSTRUCTION, MAINTENANCE, AND OPERATION OF CONTINUOUS HIGHWAY LIGHTING SYSTEMS WITHIN A MUNICIPALITY (FREEWAYS OR EXPRESSWAYS) (Specific Limits) dated \_\_\_\_\_."

The City-State construction, maintenance, and operation responsibilities shall be a heretofore agreed to, accepted, and specified in the Agreement to which these plans are made a part."

- B. All costs of constructing the lighting system will be borne by the State, and the lighting system will remain the property of the State.

## **Article 2. MAINTENANCE AND OPERATION RESPONSIBILITIES**

- A. The City hereby agrees to furnish at its expense the electrical energy required for proper operation of the lighting system, such electrical energy to be provided at points on the illumination system as designated by the State. The City further agrees to maintain and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary, without cost to the State.
- B. The City shall assume maintenance and operation on a date to correspond with the date construction of the lighting system is completed and accepted by the State. The State will provide written notification to the City of such acceptance. The City hereby agrees to furnish at its expense the electrical energy consumed by the system during the period of trial operation prior to the acceptance by the State. If the lighting system is constructed by sections, this provision shall apply to each such separately constructed section.
- C. The City will obtain approval of the Executive Director before making any major changes in the design and/or operation of the lighting system as designed and constructed by the State or before the removal of any part of the installation except for the purpose of replacement where identical or accepted equivalent equipment to that originally installed is used.

## **Article 3. GENERAL**

- A. This Agreement shall remain in force for a period of two years from the date that maintenance and operation responsibilities are first assumed by the City and shall be automatically renewed for two-year periods unless modified by mutual agreement by both parties
- B. The State will not incur any financial obligation to the City as a result of the Agreement.
- C. This Agreement may be terminated sixty (60) days after the filing of a written notice by either party of a desire for cancellation. The State reserves the right to remove the lighting system upon cancellation of the Agreement.
- D. If, at any time, the City does not maintain and operate the lighting system in a satisfactory manner, the State reserves the right to either arrange for maintenance at the expense of the City or to remove the lighting system. Should the lighting system be removed due to lack of maintenance, the City hereby agrees to reimburse the State for the cost of removal.
- E. Should disputes arise as to the parties' obligations under this Agreement, the State's decision shall be final and binding.
- F. The City shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any matter affecting the performance of this Agreement.
- G. Changes in time frame, character, cost, or obligations authorized herein shall be enacted by written amendment. Any amendment to this Agreement must be executed by both parties within the contract period.

- H. This Agreement shall bind, and shall be for the sole and exclusive benefit of the respective parties and their legal successors. The City shall not assign or transfer its interest in this Agreement without written consent of the State.
- I. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- J. This Agreement constitutes the sole and only agreement for lighting at the location described herein of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting within subject matter.
- K. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- L. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**Article 4. INDEMNIFICATION**

The City acknowledges that it is not an agent, servant, or employee of the State and, thus, is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work defined in this agreement.

**IN WITNESS WHEREOF**, the parties have thereunto affixed their signatures, the City of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, and the Texas Department of Transportation on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**THE CITY OF** Kingsville, TX.  
Executed on behalf of the City by:

By \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title Vincent J. Capell  
City Manager

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer



## ***Engineering Department***

361-595-8007  
361-595-8035 Fax

DATE: July 3, 2014

TO: City Commission through City Manager

FROM: Juan Carlos Cardenas, P.E., City Engineer/Director of Public Works *JCC*

SUBJECT: Supplemental Lighting Agreement with TXDOT for the installation of double mast arm lights on US77/I 69 in front of the South Creek Subdivision.

### **SUMMARY**

This item authorizes staff to enter into an agreement between the Texas Department of Transportation (TXDOT) and the City of Kingsville for the operations and maintenance of two (2) double mast arm lights that will be constructed by TXDOT in the median on US 77/I 69 at the entrance of the South Creek Subdivision.

### **BACKGROUND**

Mr. Lance Hamm (South Creek Subdivision) had brought forward a lighting safety concern at the South Creek Subdivision to TXDOT and the City of Kingsville. Upon review, the City Engineering department found a potential safety hazard with inadequate lighting at the intersection. Engineering recommends three lighting installations at this intersection.

1. Lighting on US 77 / I 69
2. Lighting at the South Creek entrance wall
3. Additional lighting within the subdivision

TXDOT's safety lighting policy is based on existing crashes. Crashes at this intersection do not meet TXDOT's lighting policy, but the potential exist.

However, through a lighting agreement with a government agency (The City of Kingsville) TXDOT may pay and install lighting, provided that the government agency agrees to maintain the lighting.

### **RECOMMENDATION**

Staff recommends approving the agreement with the City of Kingsville and TXDOT, as the lighting potential exist.

### **FINANCIAL IMPACT**

The operation and maintenance for this work will cost the City \$360.00 a year with funding coming from 001 general fund (5-305.0-323.00 utilities)

Approved

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Vincent Capell, City Manager

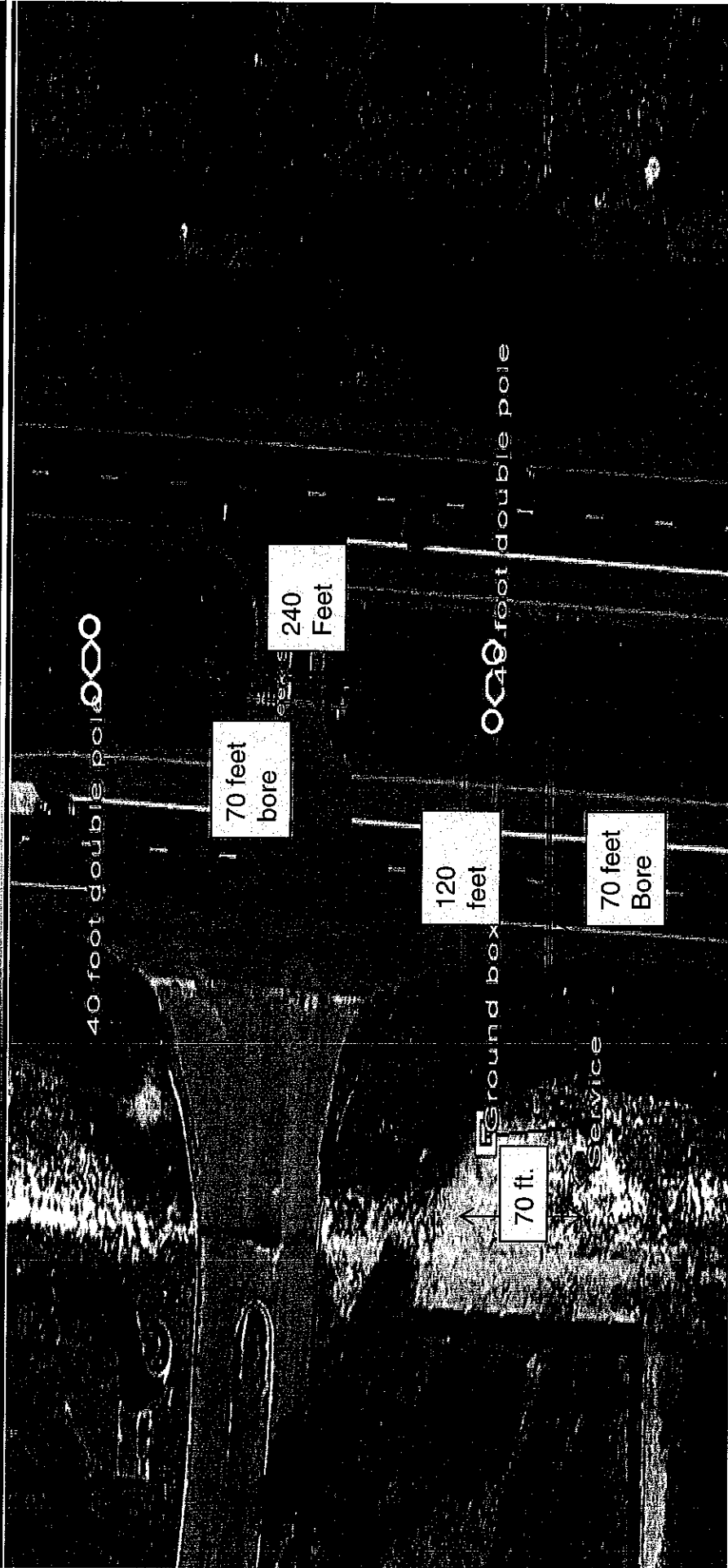


TEXAS DEPARTMENT OF TRANSPORTATION

# KINGSVILLE

Luminaires

## Two Double arm pole at center median



# Approximate Estimate

## US 77 KINGSVILLE SAFETY LIGHTING AND FLASHERS

ITEM	DESC	SP NO.	ILLUMINATION	UNIT	UNIT PRICE	QTY	TOTAL
0416	2029	001	DRILL SHAFT (RDWY ILL POLE) (30 IN)	LF	\$177.34	16.00	\$2,837.44
0502	2026	033	LANE CLOSURE (TY 1)	EA	\$844.00	1.00	\$844.00
0618	2018	000	CONDT (PVC) (SCHD 40) (2")	LF	\$7.29	290.00	\$2,114.10
0618	2035	000	CONDT (PVC) (SCHD 80) (2") (BORE)	LF	\$17.37	140.00	\$2,431.80
0620	2009	001	ELEC CONDR (NO. 6) BARE	LF	\$2.19	430.00	\$941.70
0620	2010	001	ELEC CONDR (NO. 6) INSULATED	LF	\$2.29	860.00	\$1,969.40
0628	2177	003	ELC SRV TY A 240 / 480 060 (NS) SS (E) GC (U)	EA	\$5,200.00	1.00	\$5,200.00
8852	2023	000	REPLACE ROADWAY ILLUM ASSEMBLY (TY ST) 40T-12 (0.25 KW) S	EA	\$877.00	2.00	\$1,754.00
8852	2050	000	INSTALL GROUND BOX W/APRON TY A (122311)	EA	\$705.00	3.00	\$2,115.00
Sub total						±	\$20,207.44
Total						±	\$20,207.44



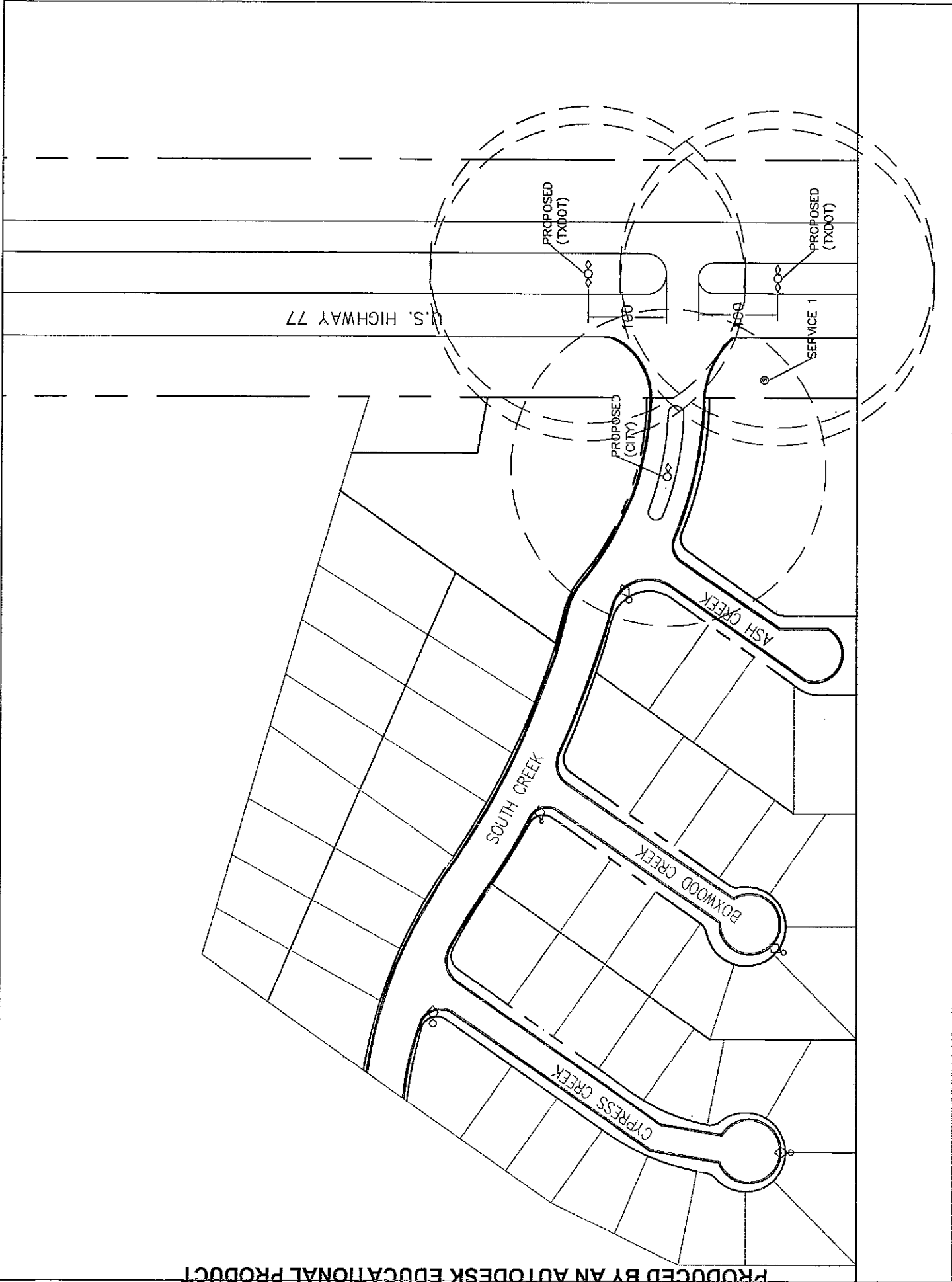
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# **AGENDA ITEM #4**



# Purchasing/IT Department

361-595-8025  
361-595-8035 Fax

DATE: July 1, 2014

TO: City Commission through City Manager

FROM: David Mason, Purchasing/IT Director

SUBJECT: Bid 14-14 Curb, Gutter, and Driveway Repair

## SUMMARY

This authorizes the award of a contract to remove and replace approximately three thousand (3,000) linear feet of concrete curbs and drainage gutters, and approximately three thousand six hundred (3,600) square feet of concrete driveways along asphalt paving projects within the City of Kingsville.

## BACKGROUND

We advertised for sealed bids on June 8, 2014 and June 15, 2014 and proposals were accepted until 1:30 pm on June 24, 2014. Two bids were received.

	Curb/ Linear Foot	Total Curb	Driveway/ Square Foot	Total Drive	Grand Total
Etech Construction	\$7.50	\$27,000	\$32.00	\$96,000	\$123,000
Bonco LLC	\$8.50	\$30,600	\$55.00	\$165,000	\$195,600

It is recommended the contract be awarded to E-Tech Construction, 11115 Cedar Park, San Antonio, TX 78249 on the basis of the unit prices shown above. Actual contract amount will be determined by amount of work completed. It also recommended the contract have a renewal for FY 2015 with no more than a five (5) percent escalation clause. E-Tech construction has successfully completed several projects for the City of Kingsville.

## FINANCIAL IMPACT

This action will expend approximately \$123,000 in FY 2014 from 068-5-305.0-531.00.

## **AGENDA ITEM #5**



## Purchasing/IT Department

361-595-8025  
361-595-8035 Fax

DATE: July 8, 2014  
TO: City Commission through City Manager  
FROM: David Mason, Purchasing/IT Director  
SUBJECT: Padfoot Roller

### **SUMMARY**

This item authorizes the purchase of one Bomag BW-211PD-50 padfoot single drum vibratory roller for the Street Department from Anderson Machinery via BuyBoard.

### **BACKGROUND**

The padfoot roller is necessary for proper compaction of crushed limestone roadbase, which is used in the reconstruction of City streets according to the City of Kingsville Street Plan. This roller will increase efficiency by shortening the time period needed to achieve proper compaction ratios.

### **RECOMMENDATION**

We believe the best value for the City is a new 2014 model Bomag BW-211PD-50 purchased through the BuyBoard cooperative purchasing contract for \$111,502.05. Purchasing through the BuyBoard cooperative meets all bidding requirements under Local Government Code 252 and 271. Delivery of this machine is September 2014. In order to keep the City's paving program on track, Anderson Machinery has offered the use of a loaner machine. The loaner machine is only available through the Rent to Own Program at \$4510.30 per month plus time charges of approximately \$140.00/month. Anderson Machinery has agreed to apply the \$4500.00 principal payments towards the purchase price of the new machine. The only sunk cost would be the time charge of approximately \$560.00 and Heavy equipment charge of \$41.20.

### **FINANCIAL IMPACT**

Purchase price and sunk costs will be \$113,000.00 from CO65 Street Improvements. \$896.75 will be used for any incidentals to get the equipment operational.

# ANDERSON MACHINERY COMPANY

P.O. Box 4806  
Corpus Christi, TX 78469

P.O. Box 662  
Pharr, TX 78577

P.O. Box 200380  
San Antonio, TX 78220

P.O. Box 140916  
Austin, TX 78714

5309 U.S. Hwy 59 N.  
Victoria, TX 77905

## LEASE & RENTAL AGREEMENT

LESSEE: City of Kingsville

ADDRESS: P.O. Box 1458

CITY/STATE: Kingsville, TX 78363

DESCRIPTION	EQUIPMENT #
One (1) Bomag BW211PD-40 Pad Foot Roller S/N #901583261093	2940

P.O. # 142006 Value: \$ 125,000.00

The single shift base rate per Month shall be: \$ 4,500.00

Insurance charge (in lieu of required) or carrier shall be: Customer Provided

Heavy Equipment Property Tax \$ 10.30

2% Diesel Equipment Surcharge: N/C

Applicable Tax (Tax Exemption Certificate may be furnished in lieu of payment) N/C

Total single shift base charge per Month including tax: \$ 4,510.30

The guaranteed term of this rental is Monthly Starting 6/20/14 and any extension beyond the guaranteed minimum term shall be the appropriate rate, payable in advance.

Shipping By: Lessee Lessor ☒ Charges: \$ 450.00 Delivery & Pick-up each way

**JOBSITE LOCATION:** City of Kingsville 10th & Santa Gertruda attn: Charlie Sosa

Fuel: Unit will be furnished with a full tank of fuel on delivery. Lessee agrees to return the unit with a full tank of fuel and reimburse the Lessor for the cost of filling the fuel tank.

Acceptance: This "Lease and Rental Agreement" is tendered by Lessee for acceptance and shall become a binding agreement only when accepted by an Officer of Anderson Machinery Company (herein referred to as "Lessor"), at its business offices.

Use: Lessee shall have the right to make lawful and reasonable use of equipment in the conduct of Lessee's business and agrees during the period covered by this lease, or any extension thereof to use said equipment in a careful and prudent manner. Lessee agrees to make at Lessee's expense and using only authorized parts and qualified personnel, any and all repairs thereon which may be necessary to keep said equipment in good condition and upon the termination of this lease to return said equipment to Lessor in as good condition as received, normal wear excepted. Lessee further agrees to use said equipment only for the purposes and in the manner recommended by the manufacturers thereof and, further, not to load said equipment beyond the capacities recommended by the manufacturers.

Repair: Lessee agrees that the time required to complete repairs to the above described equipment after return from rental, whether necessitated by physical damage and covered by Lessee's insurance or resulting from repairs, required as a damage beyond normal wear, will be billed at 50% of the appropriate single shift base rate above and Lessee agrees to pay the charges therefor.

Repair Clause: Lessee agrees to pay repair cost except normal wear. Lessee also agrees to pay for high wear items like cutting edges, teeth, tires, hammer points and undercarriage (tires and undercarriage will be pro-rated).

Non-Waiver: Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. No remedy of Lessor hereunder shall be exclusive of any other remedy herein or by law provided, but each shall be cumulative and in addition to Lease payments and use tax are payable at the offices of Anderson Machinery Company, Corpus Christi, Texas. Transportation, service repairs and damages are the responsibility and expense of the Lessee. All conditions on the face and reverse hereof are accepted by:

ANDERSON MACHINERY COMPANY

LESSEE: City of Kingsville

\_\_\_\_\_  
Name  
TITLE: PRESIDENT DATE: \_\_\_\_\_  
(Not valid unless signed by an officer of Anderson Machinery Company)

\_\_\_\_\_  
Name  
TITLE: \_\_\_\_\_ DATE: 6/23/14

City of Kingsville, Texas  
David Mason  
Purchasing Dept.  
Kingsville, Texas

6/20/2014

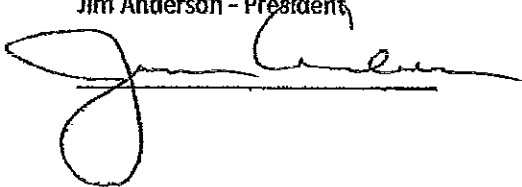
Amendment to Anderson Machinery Co.  
Rental Contract

Rental (1) Bomag BW 211 PD-40 serial # 901583261093 to be leased  
for the period :Starting 6-20-14 until delivery of new BW-211PD -50 approx.  
late Sept. 2014

The rental rate of : \$ 4,500 a month will apply , with 100 % to apply  
to the new machine that has been ordered, plus a time charge payment  
of a floating "New York Prime" plus 2% to apply monthly.

Starting Price : \$ 111,502.05 for new machine .

Anderson Machinery Company  
Jim Anderson - President

A handwritten signature in black ink, appearing to read 'Jim Anderson', written over a horizontal line.

Date:

6/20/14



**LIABILITY:** Lessee shall protect, indemnify and save Lessor and its assigns harmless against any and all claims, demands and causes of action of every kind and character whatsoever, including attorney's fees, arising in favor of any person, including but not limited to employees of Lessee, on account of personal injuries or death or damages to property occurring, growing out of, incident to or resulting directly or indirectly from the use, maintenance, operation and/or delivery of the equipment during the existence of this lease, or any extension thereof, and Lessee shall provide adequate liability insurance therefor at Lessee's own expense.

**TAXES:** Lessee shall comply with and conform to all laws, ordinances and regulations relating to the ownership, possession, use or maintenance of the equipment, and save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character occasioned by or arising out of such use. Lessee agrees that, during the term of this lease, in addition to the rent and all other amounts provided herein to be paid, it will promptly pay all taxes, assessments and other governmental charges (including penalties and interest, if any, and fees for filing or registration, if required) levied or assessed: (a) upon the interest of the Lessee in the equipment or any part thereof; or the use or operation thereof; or on the earnings arising therefrom; and (b) against Lessor on account of its acquisition or ownership of the equipment or any part thereof; or the use or operation thereof or the leasing thereof to the Lessee, or the rent herein provided for, or the earnings arising therefrom, exclusive, however, of any taxes based on net income of Lessor. Lessee agrees to file, in behalf of Lessor, all required tax returns and reports concerning the equipment with all appropriate governmental agencies, and within not more than 45 days after the due date of such filing, to send Lessor confirmation, in form satisfactory to Lessor, of such filing.

**INSPECTION:** Lessee shall, whenever requested, advise Lessor of the exact location and condition of the equipment and shall give Lessor immediate notice of any attachment or other judicial process affecting the equipment, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building, or place where the equipment is located, and may remove the equipment forthwith, without notice to Lessee, if the equipment is, in the opinion of the Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

**CHARGES:** Lessee agrees that the base rate for use of the equipment during the term of the lease, or any extension thereof, is based on "single shift use" which is defined as a maximum of eight (8) hours on a daily rental or a maximum of forty (40) hours on a weekly rental or a maximum of one hundred seventy three (173) hours on a monthly rental. Lessee agrees to pay a charge of 150% of the base rate for "double shift use" which is defined as any usage in excess of eight (8) hours per day up to a maximum of sixteen (16) hours per day on a daily rental or for any usage in excess of forty (40) hours per week up to a maximum of eighty (80) hours per week on a weekly rental or for any usage in excess of one hundred seventy three (173) hours per month up to a maximum of three hundred forty six (346) hours per month on a monthly rental. Lessee agrees to pay a charge of 200% of the base rate for a "triple shift use" which is defined as any usage in excess of sixteen (16) hours per day on a daily rental or eighty (80) hours per week on a weekly rental or three hundred forty six (346) hours per month on a monthly rental. Provided the Lessee has paid the minimum guaranteed lease amount, the charges for use of the equipment beyond the term of the lease shall be computed at one-third (1/3) of the proper monthly "shift use" rate per week and one-third (1/3) of the proper weekly "shift use" rate per day. Conversion to a longer term guarantee is available, at the Lessor's option, when advance written notice is given by the Lessee. Conversion will become effective for the current billing period forward but will not be retroactive in any prior rental period. Rate calculations for the extended period will be made by multiplying the daily or weekly rate by three (3) to arrive at the weekly or monthly rate, respectively.

**NO WARRANTY:** Lessor, not being the manufacturer of the equipment, nor manufacturer's agent, makes no warranty or representation, either express or implied, as to the fitness, quality, design, condition, capacity, suitability, merchantability or performance of the equipment or of the material or workmanship thereof, it being agreed that the equipment is leased "as is" and that all such risks, as between the Lessor and the Lessee, are to be borne by the Lessee at its sole risk and expense. Lessee accordingly agrees not to assert any claim whatsoever against the Lessor based thereon. Lessee further agrees, regardless of cause, not to assert any claim whatsoever against the Lessor for loss of anticipatory profits or consequential damages. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding; all prior conversations, agreements or representations related hereto and/or to said equipment are integrated herein. No modification hereof shall be binding unless in writing signed by Lessor.

**TITLE:** All said equipment shall remain personal property, and title thereto shall remain in Lessor exclusively. Lessee shall keep the equipment free from any and all liens, and shall do or permit no act or thing whereby Lessor's title or rights may be encumbered or impaired.

**PERFORMANCE OF OBLIGATIONS OF LESSEE BY LESSOR:** In the event that the Lessee shall fail duly and promptly to perform any of its obligations under the provisions of this lease, the Lessor may, at its option, perform the same for the account of Lessee without thereby waiving such default, and any amount paid or expense (including reasonable attorney's fees), penalty or other liability incurred by the Lessor in such performance, together with interest at the rate of 1 1/2% per month thereon until paid by the Lessee to the Lessor, shall be payable by the Lessee upon demand as additional rent for the equipment.

**DEFAULT:** An event of default shall occur if: (a) Lessee fails to pay when due any installment of rent and such failure continues for a period of 10 days; (b) Lessee shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure continues uncorrected for 15 days; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation; (d) within 60 days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 60 days after the appointment without Lessee's consent or acquiescence of any trustee, receiver, or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated; or (e) Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the equipment or any item thereof.

Upon the occurrence of an event of default, Lessor, at its option, may: (a) declare all sums due and to become due hereunder immediately due and payable; (b) proceed by appropriate court action or actions or other proceedings either at law or equity to enforce performance by the Lessee of any and all covenants of this lease and to recover damages for the breach thereof; (c) demand that Lessee deliver the equipment forthwith to Lessor at Lessee's expense at such place as Lessor may designate; and (d) Lessor and/or its agents may, without notice of liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the equipment may be or by Lessor is believed to be, and repossess all or any item thereof, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law so to do, Lessee hereby expressly waiving all further rights to possession of the equipment and all claims for injuries suffered through or loss caused by such repossession, but the Lessor shall, nevertheless, be entitled to recover immediately as liquidated damages for loss of the bargain and not as a penalty any unpaid rent that accrued on or before the occurrence of the event of default plus an amount equal to the difference between the aggregate rent reserved hereunder for the unexpired term of this lease and the then aggregate rental value of the equipment for such unexpired term, provided, however, that if any statute governing the proceeding in which such damages are to be proved specifies the amount of such claim, Lessor shall be entitled to prove as and for damages for the breach an amount equal to that allowed under such statute. The provisions of this paragraph shall be without prejudice to any rights given to the Lessor by such statute to prove for any amounts allowed thereby. Should any proceedings be instituted by or against Lessor for monies due to Lessor hereunder and/or for possession of any or all of the equipment or for any other relief, Lessee shall pay a reasonable sum as attorney's fees.

**ASSIGNMENTS:** Neither this lease nor Lessee's rights hereunder shall be assignable except with Lessor's written consent; the conditions hereof shall bind any permitted successors and assigns of Lessee. Lessor may assign the rents reserved herein or all or any of Lessor's other rights hereunder. Lessee on receiving notice of any such assignment shall abide thereby and make payment as may therein be directed. Following such assignment, solely for the purpose of determining assignee's rights hereunder, the term "Lessor" shall be deemed to include or refer to Lessor's assignee.

**MISCELLANEOUS:** Lessee will not change or remove any insignia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership. All transportation charges shall be borne by Lessee. All notices relating hereto shall be mailed registered to Lessor or Lessee at its respective address above shown or at any later address last known to the sender. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. Lessee waives all rights under all exemption laws. Lessee admits the receipt of a true copy of this Equipment Lease. This lease is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession by Lessor or for any other reason, and, delinquent installments of rental shall bear interest at 1 1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate.

**INSURANCE:** Lessee agrees, during the period of this lease, or any extension thereof, to indemnify and reimburse the Lessor against any and all loss or damage to said equipment, and to that end Lessee agrees to keep said equipment insured for the full insurable value thereof against fire, theft and combined additional coverage. Lessee agrees to procure such insurance protection in amounts satisfactory to Lessor and that Lessee shall, on request of Lessor, deliver to Lessor the policies or evidence of insurance with a standard long form endorsement showing loss, if any, payable to Lessor.

LESSEE:

BY:

City Of Kingsville  
David Mason  
Bill Donnell  
Kingsville, Texas

6/23/2014


Anderson Machinery Company is pleased to quote the following :

(1) New Bomag BW 211 PD-50 Pad Foot Compaction Roller 84" single drum  
Compaction Force : Static 25,785 lbs , Centrifugal Force : 61,875 lbs./ 44,550 lbs.  
Effectiveness : 6" to 30" lifts with multiple passes

Cab: Open ROPS/FOPS Canopy  
Full Instrumentation , Adjustable seat w/seatbelt , horn , back-up alarm  
Engine : Deutz 4 cyl. Turbo chg. Water cooled , Tier IV-Final  
Drive System : Hydrostatic  
Service Brake/Parking Brake  
Drum : 83.9" width  
Tire Size : 23.1 -26/12PR (Tractor Style) Rear  
Fuel Tank : 66 US Gals.  
Audible and Visual Warning  
Slow Moving Sign  
Mounted fire extinguisher  
Beacon Rotating Light  
Std. Warranty : (1) year or 1,000 hrs.  
\*Additional "Power Train" (1) year total 2,000 hr.  
Quote good for thirty days  
\*Plus any and all applicable Taxes

Buy Board Pricing  
Sales Price:\$111,502.05

Richard Stracener

  
Territory Manager

**BuyBoard**

The following details shall be provided with any BuyBoard purchase order (Fax Purchase Order to (800)211-5454

BuyBoard Vendor: ANDERSON MACHINERY Prepared By: TOM ANDERSON  
 [Address P.O. to:] P.O. BOX 140916 Vendor Phone: (512) 272-8133  
AUSTIN, TEXAS 78714 Vendor Fax: (512) 272-8136  
 Government Agency: CITY OF KINGSVILLE, TEXAS Gov. Agency: \_\_\_\_\_  
 [Ship to:] \_\_\_\_\_ [Bill to:] SAME  
 Date Prepared: \_\_\_\_\_

Contacts Name: DAVID MASON Gov. Agn. Phone No: \_\_\_\_\_ G. A. Fax No: \_\_\_\_\_  
 Product Description: BOMAG BW-211PD-50 PAD FOOT VIBRATORY COMPACTOR

I: BuyBoard Contract #424-13 Price List: 12/1/2012 Base Price \$131,205.00

II: Base Bid Options (Itemize Below)

*	_____	*	_____	_____
*	_____	*	_____	_____
*	_____	*	_____	_____
*	_____	*	_____	_____
*	_____	*	_____	_____
*	_____	*	_____	\$ -
*	\$ -	*	_____	\$ -
*	\$ -	*	_____	\$ -
*	\$ -	*	_____	\$ -
	Subtotal		Subtotal	\$ -

Contract List Price Total \$ -

III: Subtotal of I + II => \$ 131,205.00

IV: Discount: 0.19 BuyBoard Contract Price: \$106,276.05

V: Non-Base Options	(Itemize below)	NON-BASE =	4.92	%
* FREIGHT TO CITY BARN	\$ 3,000.00	BEACON	\$ 360.00	
* POWERTRAIN WARRANTY	\$ 1,696.00	FIRE EXTINGUISHER	\$ 95.00	
*	\$ -	SLOW MOVING VEHICLE SIGN	\$ 75.00	
*	\$ -		\$ -	
	Subtotal		Subtotal	\$ 530.00

VI Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2) \$ 5,226.00

VII: Total IV + VI \$ 111,502.05

VIII: Quantity Ordered Units: 1 x "E" \$ 111,502.05

IX: Trade-in or other Credit(s) \_\_\_\_\_

X: TOTAL PURCHASE PRICE INCLUDING VIII + IX

**\$111,502.05**

Contract Effective Dates: 10/1/2013 through 9/30/2015

Fax all Purchase Orders to BuyBoard at (800) 211-5454

1203H-3517 5M6131TTP



*WARRANTY*



**BOMAG**

**FAYAT GROUP**

Kewanee, Illinois

**PRODUCTS**

[www.bomag.com/us](http://www.bomag.com/us)

## **CERTIFICATE OF GENERAL EQUIPMENT WARRANTY**

**BOMAG Americas, Inc.** warrants new compaction equipment products sold by it to be free of defects in materials or workmanship at the time of manufacture. This Warranty is subject to the following conditions:

- A. The warranty period for all ride-on compaction, stabilization, milling, and paving products is twelve (12) consecutive months or 1000 hours, whichever comes first, covering parts and labor from the Date of Delivery for initial use.
- B. The warranty period for all walk-behind compaction products is twelve (12) consecutive months covering parts and labor from the Date of Delivery for initial use.
- C. The warranty period for the refuse compactor is twelve (12) consecutive months or 2000 hours, whichever comes first, covering parts and labor from the Date of Delivery for initial use.

**BOMAG Americas, Inc.** obligation and liability under this warranty is expressly limited to the cost, exclusive of freight, duty, taxes, handling charges, of, during normal working hours, replacing or, at the sole option of **BOMAG Americas, Inc.**, repairing by an authorized **BOMAG Americas** equipment distributor, parts determined, upon inspection to have been defective in material or workmanship within the applicable period, to be not as warranted.

- D. The warranty for replacement or repair parts installed in the product shall be six (6) months from the Date of Installation. This warranty is limited to providing a replacement part; not including freight, duty, taxes, handling charges or cost of installation; to replace that part found not to be as warranted or, in the alternative, at the sole option of **BOMAG Americas, Inc.**, the cost, excluding travel and freight, of repairs, during normal working hours, to that part found to be not as warranted.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOMAG AMERICAS' OBLIGATION SHALL NOT INCLUDE ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR DELAY.**

This warranty covers only defects in materials and workmanship or noncompliance in products sold by **BOMAG Americas, Inc.**

Warranty coverage is not extended to repairs or parts and services required as a result of:

- 1. **Normal or accelerated wear and tear.**  
Specific items might include, but are not limited to:
  - A. Brakes
  - B. Belts
  - C. Hoses
  - D. Bulbs
  - E. Seals and Packings schedules
  - F. Tires
  - G. Fuses
  - H. Clutches
- 2. **Alterations, not approved by BOMAG Americas, Inc.**  
Including installation of "unapproved" accessories.
- 3. **Abuse.**  
Specific examples might include, but are not limited to are:
  - A. Overloading
  - B. Misapplication
  - C. Improper Operation and Storage
  - D. Neglect
- 4. **Lack of Maintenance.**  
Including:
  - A. Failure to inspect and maintain in accordance with published schedules
  - B. Improper Repair
  - C. Use of "unapproved" parts
- 5. **Periodic maintenance which is performed in accordance with BOMAG Americas, Inc. published schedules.**  
Specific items might include, but are not limited to:
  - A. Tune-up Parts
  - B. Filters
  - C. Spark Plugs
  - D. Oil/Grease, Lube/Fuel

**Certain products manufactured by other suppliers are covered by warranties extended by the original product manufacturers.**

Examples include, but are not limited to:

- A. Batteries
- B. Tires
- C. Engines
- D. Attachments and Trade Accessories

# Anderson Machinery Company

Corpus Christi - San Antonio - Pharr - Austin - Victoria - Odessa

## Compaction - Milling - Recycling - Stabilizing

Partial list - Contact nearest store for our complete listing

### Light Equipment

Equip #	Year	Make	Model	Details	Price
3327	2013	Bomag	BT 60/4	Tamper	\$ 3,900.00
3330	2013	Bomag	BT 60/4	Tamper	\$ 3,900.00
3091	2012	Bomag	BMP 8500	Trench Compactor	\$ 30,000.00
3255	2013	Bomag	BMP 8500	Trench Compactor	\$ 35,000.00

### Pneumatic Rollers

Equip #	Year	Make	Model	Details	Price
2931	2011	Hypac	C530AH	12 ton	\$ 59,820.00
2933	2011	Hypac	C530AH	12 ton	\$ 59,820.00
2268	2006	Bomag	BW 24RH	26 ton	\$ 88,000.00
3095	2012	Bomag	BW 27RH	30 ton	\$ 120,000.00

### Tandem Rollers

Equip #	Year	Make	Model	Details	Price
2728	2000	Hypac	C778B	78" Drum	\$ 46,500.00

### Padfoot Rollers

Equip #	Year	Make	Model	Details	Price
175	1994	Hypac	C822A	48" Drum - Push Blade	\$ 39,000.00
3261	2013	Bomag	BW 177 PDH 50	66" Drum	\$ 99,200.00
2477	2007	Bomag	BW 177 PDH 50	66" Drum	\$ 74,400.00
2799	2010	Bomag	BW 211 PD-40	84" Drum	\$ 80,000.00
2997	2012	Bomag	BW 211 PD-40	84" Drum	\$ 108,100.00
3001	2012	Bomag	BW 211 PD-40	84" Drum	\$ 108,100.00
2835	2010	Bomag	BW 213 PDH	84" Drum	\$ 119,900.00
2947	2011	Bomag	BW 213 PDH	84" Drum	\$ 125,660.00
3003	2012	Bomag	BW 213 PDH	84" Drum	\$ 130,850.00

### Smooth Drum Rollers

Equip #	Year	Make	Model	Details	Price
3112	2012	Bomag	BW 177 D 50	66" Drum	\$ 98,710.00
3260	2013	Bomag	BW 177 D 50	66" Drum	\$ 105,320.00
2938	2011	Bomag	BW 211 D-40	84" Drum	\$ 85,590.00
3266	2013	Bomag	BW 211 D-50	84" Drum	\$ 109,640.00

### Recyclers/Mixers

Equip #	Year	Make	Model	Details	Price
2359	2006	Bomag	MPH 122-2	480 hp Reclaimer	\$ 188,000.00
2489	2007	Bomag	MPH 122-2	480 hp Reclaimer	\$ 194,000.00
3004	2012	Bomag	MPH 362S	360 hp Stabilizer	\$ 220,660.00

### Milling

Equip #	Year	Make	Model	Details	Price
3411	2014	Bomag	BM 1200/30	47" Cutting Width	\$ 346,770.00
3271	2013	Bomag	BM 1300/30	51" Cutting Width	\$ 354,400.00
3116	2012	Bomag	BM 2000/60	78" Cutting Width	\$ 377,890.00

### Pavers

Equip #	Year	Make	Model	Details	Price
2213	2005	Bomag	3310	Commercial - Gravity Fed	\$ 42,400.00
2826	2005	Bomag	813RT	Commercial - Conveyor Fed	\$ 28,950.00

Comparison Pricing

Call your Anderson Machinery representative for more information or send us an email at [katie@amcotx.com](mailto:katie@amcotx.com)

## **AGENDA ITEM #6**

**ORDINANCE NO. 2014-**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 BUDGET FOR THE GENERAL FUND TO PROVIDE FUNDING FOR THE STREET DEPARTMENT TO PURCHASE PAVING EQUIPMENT TO BE USED IN OPERATIONS.**

**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 2013-2014 budget be amended as follows:

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<u>Capital</u>					
2		Unreserved Fund Balance	61000		<u>\$113,000</u>
					<u>\$113,000</u>
<u>Expenses</u>					
5-3050	Streets	Equipment.	71200	<u>\$113,000</u>	
				<u>\$113,000</u>	

[This item authorizes the Street Department to purchase equipment (pad roller) to enhance the quality and expedite the process of street construction as discussed in the memo dated July 7, 2014 by Mr. Cardenas.]

**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 14th day of July, 2014.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**EFFECTIVE DATE:** \_\_\_\_\_

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney



# Purchasing/IT Department

361-595-8025  
361-595-8035 Fax

DATE: July 8, 2014  
TO: City Commission through City Manager  
FROM: David Mason, Purchasing/IT Director  
SUBJECT: Padfoot Roller

## **SUMMARY**

This item authorizes the purchase of one Bomag BW-211PD-50 padfoot single drum vibratory roller for the Street Department from Anderson Machinery.

## **BACKGROUND**

The padfoot roller is necessary for proper compaction of crushed limestone roadbase use in the reconstruction of City streets according the City of Kingsville Street Plan.

## **RECOMMENDATION**

We believe the best value for the City a new 2014 model Bomag BW-211PD-50 purchased through the BuyBoard cooperative purchasing contract for \$111,502.05. Purchasing through the Buyboard cooperative meets all bidding requirements under Local Government Code 252 and 271. Delivery of this machine is September 2014. In order to keep the City's paving program on track, Anderson Machinery has offered the use of a loaner machine. The loaner machine is only available through the Rent to Own Program at \$4510.30 per month plus time charges of approximately \$140.00/month. Anderson Machinery has agreed to apply the \$4500.00 principal payments towards the purchase price of the new machine. Only the time charge of approximately \$560.00 and Heavy equipment charge of \$41.20 will be sunk costs.

## **FINANCIAL IMPACT**

Purchase price and sunk costs will be \$113,000.00 from CO65 Street Improvements. \$896.75 will be used for any incidentals to get the equipment operational.

# BuyBoard

The following details shall be provided with any BuyBoard purchase order (Fax Purchase Order to (800)211-5454

BuyBoard Vendor: ANDERSON MACHINERY Prepared By: TOM ANDERSON  
 [Address P.O. to:] P.O. BOX 140916 Vendor Phone: (512) 272-8133  
AUSTIN, TEXAS 78714 Vendor Fax: (512) 272-8136  
 Government Agency: CITY OF KINGSVILLE, TEXAS Gov. Agency: \_\_\_\_\_  
 [Ship to:] \_\_\_\_\_ [Bill to:] SAME  
 Date Prepared: \_\_\_\_\_

Contacts Name: DAVID MASON Gov. Agn. Phone No: \_\_\_\_\_ G. A. Fax No: \_\_\_\_\_  
 Product Description: BOMAG BW-211PD-50 PAD FOOT VIBRATORY COMPACTOR

I: BuyBoard Contract #424-13 Price List: 12/1/2012 Base Price \$131,205.00

## II: Base Bid Options (Itemize Below)

*		*	
*		*	
*		*	
*		*	
*		*	
*		*	\$ -
*	\$ -	*	\$ -
*	\$ -	*	\$ -
*	\$ -	*	\$ -
Subtotal	\$ -	Subtotal	\$ -

Contract List Price Total \$ -

III: Subtotal of I + II \$ 131,205.00

IV: Discount: 0.19 BuyBoard Contract Price: \$106,276.05

V: Non-Base Options	(Itemize below)	NON-BASE = <u>4.92</u> %
* FREIGHT TO CITY BARN	\$ 3,000.00	BEACON \$ 360.00
* POWERTRAIN WARRANTY	\$ 1,696.00	FIRE EXTINGUISHER \$ 95.00
*	\$ -	SLOW MOVING VEHICLE SIGN \$ 75.00
*	\$ -	\$ -
Subtotal	\$ 4,696.00	Subtotal \$ 530.00

VI Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2) \$ 5,226.00

VII: Total IV + VI \$ 111,502.05

VIII: Quantity Ordered Units: 1 x "B" \$ 111,502.05

IX: Trade-in or other Credit(s) \_\_\_\_\_

X: TOTAL PURCHASE PRICE INCLUDING VIII + IX \$111,502.05

Contract Effective Dates: 10/1/2013 through 9/30/2015

Fax all Purchase Orders to BuyBoard at (800) 211-5454

1203H-9517 5M61311TP



*WARRANTY*



**BOMAG**

**FAYAT GROUP**

Kewanee, Illinois

**PRODUCTS**

[www.bomag.com/us](http://www.bomag.com/us)

## CERTIFICATE OF GENERAL EQUIPMENT WARRANTY

**BOMAG Americas, Inc.** warrants new compaction equipment products sold by it to be free of defects in materials or workmanship at the time of manufacture. This Warranty is subject to the following conditions:

- A. The warranty period for all ride-on compaction, stabilization, milling, and paving products is twelve (12) consecutive months or 1000 hours, whichever comes first, covering parts and labor from the Date of Delivery for initial use.
- B. The warranty period for all walk-behind compaction products is twelve (12) consecutive months covering parts and labor from the Date of Delivery for initial use.
- C. The warranty period for the refuse compactor is twelve (12) consecutive months or 2000 hours, whichever comes first, covering parts and labor from the Date of Delivery for initial use.

**BOMAG Americas, Inc.** obligation and liability under this warranty is expressly limited to the cost, exclusive of freight, duty, taxes, handling charges, of, during normal working hours, replacing or, at the sole option of **BOMAG Americas, Inc.**, repairing by an authorized BOMAG Americas equipment distributor, parts determined, upon inspection to have been defective in material or workmanship within the applicable period, to be not as warranted.

- D. The warranty for replacement or repair parts installed in the product shall be six (6) months from the Date of Installation. This warranty is limited to providing a replacement part; not including freight, duty, taxes, handling charges or cost of installation; to replace that part found not to be as warranted or, in the alternative, at the sole option of **BOMAG Americas, Inc.**, the cost, excluding travel and freight, of repairs, during normal working hours, to that part found to be not as warranted.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOMAG AMERICAS' OBLIGATION SHALL NOT INCLUDE ANY LIABILITY FOR DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR DELAY.**

This warranty covers only defects in materials and workmanship or noncompliance in products sold by **BOMAG Americas, Inc.**

Warranty coverage is not extended to repairs or parts and services required as a result of:

1. **Normal or accelerated wear and tear.**  
Specific items might include, but are not limited to:  

A. Brakes	E. Seals and Packings schedules
B. Belts	F. Tires
C. Hoses	G. Fuses
D. Bulbs	H. Clutches
2. **Alterations, not approved by BOMAG Americas, Inc.**  
Including installation of "unapproved" accessories.
3. **Abuse.**  
Specific examples might include, but are not limited to are:  

A. Overloading
B. Misapplication
C. Improper Operation and Storage
D. Neglect
4. **Lack of Maintenance.**  
Including:  

A. Failure to inspect and maintain in accordance with published schedules
B. Improper Repair
C. Use of "unapproved" parts
5. **Periodic maintenance which is performed in accordance with BOMAG Americas, Inc. published schedules.**  
Specific items might include, but are not limited to:  

A. Tune-up Parts
B. Filters
C. Spark Plugs
D. Oil/Grease, Lube/Fuel

**Certain products manufactured by other suppliers are covered by warranties extended by the original product manufacturers.**

Examples include, but are not limited to:

- |                                      |
|--------------------------------------|
| A. Batteries                         |
| B. Tires                             |
| C. Engines                           |
| D. Attachments and Trade Accessories |

City Of Kingsville  
David Mason  
Bill Donnell  
Kingsville, Texas


6/23/2014

Anderson Machinery Company is pleased to quote the following :

(1) New Bomag BW 211 PD-50 Pad Foot Compaction Roller 84" single drum  
Compaction Force : Static 25,785 lbs , Centrifugal Force : 61,875 lbs./ 44,550 lbs.  
Effectiveness : 6" to 30" lifts with multiple passes

Cab: Open ROPS/FOPS Canopy  
Full Instrumentation , Adjustable seat w/seatbelt , horn , back-up alarm  
Engine : Deutz 4 cyl. Turbo chg. Water cooled , Tier IV-Final  
Drive System : Hydrostatic  
Service Brake/Parking Brake  
Drum : 83.9" width  
Tire Size : 23.1 -26/12PR (Tractor Style) Rear  
Fuel Tank : 66 US Gals.  
Audible and Visual Warning  
Slow Moving Sign  
Mounted fire extinguisher  
Beacon Rotating Light  
Std. Warranty : (1) year or 1,000 hrs.  
\*Additional "Power Train" (1) year total 2,000 hr.  
Quote good for thirty days  
\*Plus any and all applicable Taxes

Buy Board Pricing  
Sales Price:\$111,502.05

Richard Stracener  
  
Territory Manager

**LIABILITY:** Lessee shall protect, indemnify and save Lessor and its assigns harmless against any and all claims, demands and causes of action of every kind and character whatsoever, including attorney's fees, arising in favor of any person, including but not limited to employees of Lessee, on account of personal injuries or death or damages to property occurring, growing out of, incidental to or resulting directly or indirectly from the use, maintenance, operation and/or delivery of the equipment during the existence of this lease, or any extension thereof, and Lessee shall provide adequate liability insurance therefor at Lessee's own expense.

**TAXES:** Lessee shall comply with and conform to all laws, ordinances and regulations relating to the ownership, possession, use or maintenance of the equipment, and save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character occasioned by or arising out of such use. Lessee agrees that, during the term of this lease, in addition to the rent and all other amounts provided herein to be paid, it will promptly pay all taxes, assessments and other governmental charges (including penalties and interest, if any, and fees for filing or registration, if required) levied or assessed: (a) upon the interest of the Lessee in the equipment or any part thereof, or the use or operation thereof; or on the earnings arising therefrom; and (b) against Lessor on account of its acquisition or ownership of the equipment or any part thereof, or the use or operation thereof or the leasing thereof to the Lessee, or the rent herein provided for, or the earnings arising therefrom, exclusive, however, of any taxes based on net income of Lessor. Lessee agrees to file, in behalf of Lessor, all required tax returns and reports concerning the equipment with all appropriate governmental agencies, and within not more than 45 days after the due date of such filing, to send Lessor confirmation, in form satisfactory to Lessor, of such filing.

**INSPECTION:** Lessee shall, whenever requested, advise Lessor of the exact location and condition of the equipment and shall give Lessor immediate notice of any attachment or other judicial process affecting the equipment, and indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building, or place where the equipment is located; and may remove the equipment forthwith, without notice to Lessee, if the equipment is, in the opinion of the Lessor, being used beyond its capacity or in any manner improperly cared for or abused.

**CHARGES:** Lessee agrees that the base rate for use of the equipment during the term of the lease, or any extension thereof, is based on "single shift use" which is defined as a maximum of eight (8) hours on a daily rental or a maximum of forty (40) hours on a weekly rental or a maximum of one hundred seventy three (173) hours on a monthly rental. Lessee agrees to pay a charge of 150% of the base rate for "double shift use" which is defined as any usage in excess of eight (8) hours per day up to a maximum of sixteen (16) hours per day on a daily rental or for any usage in excess of forty (40) hours per week up to a maximum of eighty (80) hours per week on a weekly rental or for any usage in excess of one hundred seventy three (173) hours per month up to a maximum of three hundred forty six (346) hours per month on a monthly rental. Lessee agrees to pay a charge in excess of 200% of the base rate for a "triple shift use" which is defined as any usage in excess of sixteen (16) hours per day on a daily rental or eighty (80) hours per week on a weekly rental or three hundred forty six (346) hours per month on a monthly rental. Provided the Lessee has paid the minimum guaranteed lease amount, the charges for use of the equipment beyond the term of the lease shall be computed at one-third (1/3) of the proper monthly "shift use" rate per week and one-third (1/3) of the proper weekly "shift use" rate per day. Conversion to a longer term guarantee is available, at the Lessor's option, when advance written notice is given by the Lessee. Conversion will become effective for the current billing period forward but will not be retroactive to any prior rental period. Rate calculations for the extended period will be made by multiplying the daily or weekly rate by three (3) to arrive at the weekly or monthly rate, respectively.

**NO WARRANTY:** Lessor, not being the manufacturer of the equipment, nor manufacturer's agent, makes no warranty or representation, either express or implied, as to the fitness, quality, design, condition, capacity, suitability, merchantability or performance of the equipment or of the material or workmanship thereof, it being agreed that the equipment is leased "as is" and that all such risks, as between the Lessor and the Lessee, are to be borne by the Lessee at its sole risk and expense. Lessee accordingly agrees not to assert any claim whatsoever against the Lessor based thereon. Lessee further agrees, regardless of cause, not to assert any claim whatsoever against the Lessor for loss of anticipatory profits or consequential damages. No oral agreement, guaranty, promise, condition, representation or warranty shall be binding; all prior conversations, agreements or representations related hereto and/or to said equipment are integrated herein. No modification hereof shall be binding unless in writing signed by Lessor.

**TITLE:** All said equipment shall remain personal property, and title thereto shall remain in Lessor exclusively. Lessee shall keep the equipment free from any and all liens, and shall do or permit no act or thing whereby Lessor's title or rights may be encumbered or impaired.

**PERFORMANCE OF OBLIGATIONS OF LESSEE BY LESSOR:** In the event that the Lessee shall fail duly and promptly to perform any of its obligations under the provisions of this lease, the Lessor may, at its option, perform the same for the account of Lessee without thereby waiving such default, and any amount paid or expense (including reasonable attorney's fees), penalty or other liability incurred by the Lessor in such performance, together with interest at the rate of 1 1/2% per month thereon until paid by the Lessee to the Lessor, shall be payable by the Lessee upon demand as additional rent for the equipment.

**DEFAULT:** An event of default shall occur if: (a) Lessee fails to pay when due any installment of rent and such failure continues for a period of 10 days; (b) Lessee shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and such failure continues uncured for 15 days; (c) Lessee ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation; (d) within 60 days after the commencement of any proceedings against Lessee seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceedings shall not have been dismissed, or if within 60 days after the appointment without Lessee's consent or acquiescence of any trustee, receiver, or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated; or (e) Lessee attempts to remove, sell, transfer, encumber, part with possession or sublet the equipment or any item thereof.

Upon the occurrence of an event of default, Lessor, at its option, may: (a) declare all sums due and to become due hereunder immediately due and payable; (b) proceed by appropriate court action or actions or other proceedings either at law or equity to enforce performance by the Lessee of any and all covenants of this lease and to recover damages for the breach thereof; (c) demand that Lessee deliver the equipment forthwith to Lessor at Lessee's expense at such place as Lessor may designate; and (d) Lessor and/or its agents may, without notice or liability or legal process, enter into any premises of or under control or jurisdiction of Lessee or any agent of Lessee where the equipment may be or by Lessor is believed to be, and repossess all or any item thereof, disconnecting and separating all thereof from any other property and using all force necessary or permitted by applicable law so to do, Lessee hereby expressly waiving all further rights to possession of the equipment and all claims for injuries suffered through or loss caused by such repossession; but the Lessor shall, nevertheless, be entitled to recover immediately as liquidated damages for loss of the bargain and not as a penalty any unpaid rent that accrued on or before the occurrence of the event of default plus an amount equal to the difference between the aggregate rent reserved hereunder for the unexpired term of this lease and the then aggregate rental value of the equipment for such unexpired term, provided, however, that if any statute governing the proceeding in which such damages are to be proved specifies the amount of such claim, Lessor shall be entitled to prove as and for damages for the breach an amount equal to that allowed under such statute. The provisions of this paragraph shall be without prejudice to any rights given to the Lessor by such statute to prove for any amounts allowed thereby. Should any proceedings be instituted by or against Lessor for monies due to Lessor hereunder and/or for possession of any or all of the equipment or for any other relief, Lessee shall pay a reasonable sum as attorney's fees.

**ASSIGNMENTS:** Neither this lease nor Lessee's rights hereunder shall be assignable except with Lessor's written consent; the conditions hereof shall bind any permitted successors and assigns of Lessee. Lessor may assign the rents reserved herein or all or any of Lessor's other rights hereunder. Lessee on receiving notice of any such assignment shall abide thereby and make payments may therein be directed. Following such assignment, solely for the purpose of determining assignee's rights hereunder, the term "Lessor" shall be deemed to include or refer to Lessor's assignee.

**MISCELLANEOUS:** Lessee will not change or remove any insipia or lettering on the equipment and shall conspicuously identify each item of the leased equipment by suitable lettering thereon to indicate Lessor's ownership. All transportation charges shall be borne by Lessee. All notices relating hereto shall be mailed registered to Lessor or Lessee at its respective address above shown or at any later address last known to the sender, if any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. Lessee waives all rights under all exemption laws. Lessee admits the receipt of a true copy of this Equipment Lease. This lease is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession by Lessor or for any other reason, and, delinquent installments of rental shall bear interest at 1 1/2% per month if not prohibited by law, otherwise at the highest lawful contract rate.

**INSURANCE:** Lessee agrees, during the period of this lease, or any extension thereof, to indemnify and reimburse the Lessor against any and all loss or damage to said equipment, and to that end Lessee agrees to keep said equipment insured for the full insurable value thereof against fire, theft and combined additional coverage. Lessee agrees to procure such insurance protection in amounts satisfactory to Lessor and that Lessee shall, on request of Lessor, deliver to Lessor the policies or evidence of insurance with a standard long form endorsement showing loss, if any, payable to Lessor.

LESSEE:

BY:

City of Kingsville, Texas  
David Mason  
Purchasing Dept.  
Kingsville, Texas

6/20/2014

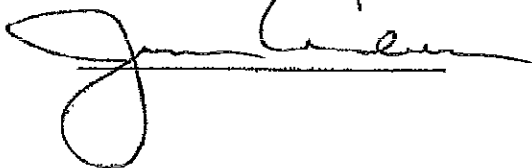
Amendment to Anderson Machinery Co.  
Rental Contract

Rental (1) Bomag BW 211 PD-40 serial # 901583261093 to be leased  
for the period :Starting 6-20-14 until delivery of new BW-211PD -50 approx.  
late Sept. 2014

The rental rate of : \$ 4,500 a month will apply , with 100 % to apply  
to the new machine that has been ordered, plus a time charge payment  
of a floating "New York Prime" plus 2% to apply monthly.

Starting Price : \$ 111,502.05 for new machine .

Anderson Machinery Company  
Jim Anderson - President

A handwritten signature in black ink, appearing to read "Jim Anderson", written over a horizontal line.

Date:

6/20/14



# ANDERSON MACHINERY COMPANY

P.O. Box 4806 Corpus Christi, TX 78469	P.O. Box 662 Pharr, TX 78577	P.O. Box 200380 San Antonio, TX 78220	P.O. Box 140916 Austin, TX 78714	5309 U.S. Hwy 59 N. Victoria, TX 77905
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## LEASE & RENTAL AGREEMENT

LESSEE: City of Kingsville

ADDRESS: P.O. Box 1458

CITY/STATE: Kingsville, TX 78363

DESCRIPTION	EQUIPMENT #
One (1) Bomag BW211PD-40 Pad Foot Roller S/N #901583261093	2940

P.O. # 142006 Value: \$ 125,000.00

The single shift base rate per Month shall be: \$ 4,500.00

Insurance charge (in lieu of required) or carrier shall be: Customer Provided

Heavy Equipment Property Tax \$ 10.30

2% Diesel Equipment Surcharge: N/C

Applicable Tax (Tax Exemption Certificate may be furnished in lieu of payment) N/C

Total single shift base charge per Month including tax: \$ 4,510.30

The guaranteed term of this rental is Monthly Starting 6/20/14 and any

extension beyond the guaranteed minimum term shall be the appropriate rate, payable in advance.

Shipping By: Lessee Lessor X Charges: \$ 450.00 Delivery & Pick-up each way

JOBSITE LOCATION: City of Kingsville 10th & Santa Gertruda attn: Charlit Sosa

Fuel: Unit will be furnished with a full tank of fuel on delivery. Lessee agrees to return the unit with a full tank of fuel and reimburse the Lessor for the cost of filling the fuel tank.

Acceptance: This "Lease and Rental Agreement" is tendered by Lessee for acceptance and shall become a binding agreement only when accepted by an Officer of Anderson Machinery Company (herein referred to as "Lessor"), at its business offices.

Use: Lessee shall have the right to make lawful and reasonable use of equipment in the conduct of Lessee's business and agrees during the period covered by this lease, or any extension thereof to use said equipment in a careful and prudent manner. Lessee agrees to make at Lessee's expense and using only authorized parts and qualified personnel, any and all repairs thereon which may be necessary to keep said equipment in good condition and upon the termination of this lease to return said equipment to Lessor in as good condition as received, normal wear excepted. Lessee further agrees to use said equipment only for the purposes and in the manner recommended by the manufacturers thereof and, further, not to load said equipment beyond the capacities recommended by the manufacturers.

Repair: Lessee agrees that the time required to complete repairs to the above described equipment after return from rental, whether necessitated by physical damage and covered by Lessee's insurance or resulting from repairs, required as a damage beyond normal wear, will be billed at 50% of the appropriate single shift base rate above and Lessee agrees to pay the charges therefor.

Repair Clause: Lessee agrees to pay repair cost except normal wear. Lessee also agrees to pay for high wear items like cutting edges, teeth, tires, hammer points and undercarriage (tires and undercarriage will pro-rated).

Non-Waiver: Time is of the essence. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any or default shall not waive any other default. No remedy of Lessor hereunder shall be exclusive of any other remedy herein or by law provided, but each shall be cumulative and in addition to Lease payments and use tax are payable at the offices of Anderson Machinery Company, Corpus Christi, Texas. Transportation, service repairs and damages are the responsibility and expense of the Lessee. All conditions on the face and reverse hereof are accepted by:

ANDERSON MACHINERY COMPANY

LESSEE: City of Kingsville

TITLE: PRESIDENT

DATE:

(Not valid unless signed by an officer of Anderson Machinery Company)

TITLE:

DATE:

6/23/14

# **AGENDA ITEM #7**

**ORDINANCE NO. 2014-**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2013-2014 BUDGET FOR THE GENERAL FUND TO PROVIDE FUNDING FOR BUILDING IMPROVEMENTS TO CITY PROPERTY AT 2211 SOUTH BRAHMA BLVD.**

**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 2013-2014 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<b>Fund 001 General Fund</b>					
<u>Capital</u>					
2		Unreserved Fund Balance	61000		<u>\$20,000</u>
					<u>\$20,000</u>
<u>Expenses</u>					
5-1030	City Special	Building Maintenance.	51100	<u>\$20,000</u>	
				<u>\$20,000</u>	

[This item authorizes the Planning & Development Services Department to provide building improvements to a city-owned building located at 2211 S. Brahma Blvd. in preparation for the lease of the building as discussed in the memo dated July 3, 2014 by Mr. Isassi.]

**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 14th day of \_\_\_\_\_, 2014.

**PASSED AND APPROVED** on this the \_\_ day of \_\_\_\_\_, 2014.

**EFFECTIVE DATE:** \_\_\_\_\_

\_\_\_\_\_  
Sam R. Fugate, Mayor

**ATTEST:**

\_\_\_\_\_  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Courtney Alvarez, City Attorney



# Planning Department

**TO:** Mayor and Commission Members

**THROUGH:** Vince Capell, City Manager

**FROM:** Robert G. Isassi – Planning & Development Services Department Director

**SUBJECT:** Budget Amendment – City Property located at 2211 S. Brahma Blvd.

**DATE:** July 3, 2014

Reference is made to the June 23<sup>rd</sup>, 2014 City Commission meeting in which Robert Isassi updated the City Commission on the existing condition of the city-owned building located at 2211 South Brahma Blvd., which was most recently leased by Global Contact Services (GCS). As previously discussed, the City may begin partnering with the local university by leasing the building to the university to attract Eagle Ford Shale companies to Kingsville for research, education and development. In order to make the building move-in-ready for any tenant, the City will need to make repairs, perform maintenance, and update certain aspects of the building before leasing.

The breakdown of needed work with estimated pricing information is as follows:

Roof Inspection \$500

To ensure that previous water leaks are verified as either a roof or air-conditioning issue. Existing evidence has shown that this is likely due to air conditioning condensation leaks.

Fire Inspection \$400

Cost to perform a fire alarm and system check from a certified company to ensure that the existing alarm system is working.

Fire Equipment Maintenance \$500

Cost to maintain the existing fire extinguishers which have not been checked since 2007 and to replace rechargeable batteries for emergency lighting.

Plumbing \$800

Cost to perform a hydrostatic pressure test and water filter maintenance of existing water fountains.

AC Repairs \$4,800

Cost to repair and maintain nine (9) existing air conditioning units with services ranging from pressure-washing condenser coils to replacing blower motors.

Electrical \$400

Cost to label existing circuit breakers and perform minor electrical repairs.

Carpentry \$3,500

Cost to replace rear storage area exit door, construct new stairs to the building, and waterseal the building.

Locksmith \$500

Cost to rekey front and rear doors and replace any missing keys within the building.

Pest Control \$800

Cost to spray for pests in the building.

Sanitation \$1,000

Cost to sanitize bathrooms, clean the building, and remove unwanted furniture from the building.

ADA Compliance \$5,000

Cost to update the building to meet existing ADA compliance standards.

This tabulated total comes to \$18,200. City staff is requesting a total of \$20,000 (which includes \$1,800 for any contingency costs) to cover these estimated costs to prepare the building for occupancy. City staff is creating a plan and will be contacting vendors for this project once the budget amendment is approved. City staff is requesting the \$20,000 to be funded from the General Fund, Fund 001 – Fund Balance.