

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, OCTOBER 26, 2020 REGULAR MEETING

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

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

OR

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

I. Preliminary Proceedings.

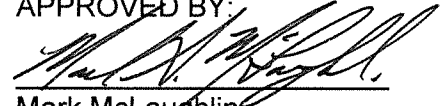
OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting - October 13, 2020

APPROVED BY:


Mark McLaughlin
City Manager

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

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

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

1. None.

III. Reports from Commission & Staff.²

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

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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

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

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

1. Motion to approve final passage of an ordinance amending the City of Kingsville Drainage Master Plan. (City Engineer).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 Budget to accept and expend donation from Texas Community Federal Credit Union for the Police Department Halloween for Trunk or Treat Event. (Police Chief).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 Budget to appropriate funding for a carry over project for the replacement of an effluent line and isolation valves. (Public Works Director).

4. Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 Budget to appropriate funding for the carry-over Texas CDBG Grant Project #7219012 for sidewalk improvements. (Finance Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Consider awarding bid for South 1.0 MGD Wastewater Treatment Plant Improvements Project as per recommendation of contract engineer. (City Engineer).
6. Consider a resolution adopting the Wastewater Capital Improvements Plan for the City of Kingsville. (City Engineer).
7. Consider a resolution authorizing the City to submit an application to the State Defense Economic Adjustment Assistance Grant (DEAAG) Program for the purpose of requesting grant funding for a wastewater re-route. (City Engineer).
8. Consider a resolution authorizing the Mayor to execute a Grant Administration Services Agreement with GrantWorks for CDBG-MIT Program for drainage system improvements. (City Engineer).
9. Consider a resolution authorizing the Mayor to execute a Grant Administration Services Agreement with GrantWorks for CDBG-MIT Program for sewer drainage system improvements. (City Engineer).
10. Consider a resolution authorizing the Mayor to execute an Engineering Services Agreement with International Consulting Engineers for the Community Development Block Grant-Mitigation (CDBG-MIT) Program for drainage and sewer system improvements. (City Engineer).
11. Consider a resolution of the City Commission of Kingsville, Texas, authorizing the submission of a Community Development Block Grant-Mitigation (CDBG-MIT) application to the Texas General Land Office for *drainage system* improvements and authorizing the Mayor and City Manager to act as the City's Executive Officers and Authorized Representatives in all matters pertaining to the City's participation in the CDBG-MIT Program. (City Engineer).
12. Consider a resolution of the City Commission of the City of Kingsville, Texas, authorizing the submission of a Community Development Block Grant-Mitigation (CDBG-MIT) application to the Texas General Land Office for *sewer system* improvements and authorizing the Mayor and City Manager to act as the City's Executive Officers and Authorized Representatives in all matters pertaining to the City's participation in the CDBG-MIT Program. (City Engineer).
13. Consider approving Citizen Participation Plan to be included with the submission of a Community Development Block Grant-Mitigation (CDBG-MIT) application to the Texas General Land Office. (City Engineer).
14. Consider approving Procurement Policies and Procedures to be included with the submission of a Community Development Block Grant-Mitigation (CDBG-MIT) application to the Texas General Land Office. (City Engineer).
15. Consider approving Financial and Grant Funding Policies to be included with the submission of a Community Development Block Grant-Mitigation (CDBG-MIT) application to the Texas General Land Office. (City Engineer).
16. Consider a resolution authorizing the Mayor to enter into a Standard Form of Agreement TxCDBG Contract No. 7218269 between Owner and Contractor on the

Basis of a Stipulated Price (for sewer system improvements; manhole rehabilitation project Phase II). (City Engineer).

17. Consider a resolution authorizing the Mayor to execute an Economic Development Agreement between the City of Kingsville, Texas and New Urban Development Corporation, LLC. (for a Chick-Fil-A). (City Attorney).
18. Consider a resolution authorizing the Mayor to execute an Estoppel and Attornment Agreement between the City of Kingsville, Texas; New Urban Development, LLC; New Urban Development Kingsville, Texas, LLC; and Ameris Bank. (for a Chick-Fil-A). (City Attorney).
19. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 Budget to appropriate funding for the carry-over purchase orders that were ordered or started last fiscal year and will be received or completed this fiscal year. (Finance Director).

VII. Adjournment.

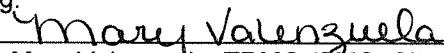
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

NOTICE

This City of Kingsville and Community Room are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 361/595-8002 or FAX 361/595-8024 or E-Mail mvalenzuela@cityofkingsville.com for further information. Braille Is Not Available. The City Commission reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551-071 (Consultation with Attorney), 551-072 (Deliberations about Real Property), 551-073 (Deliberations about Gifts and Donations), 551-074 (Personnel Matters), 551-076 (Deliberations about Security Devices), 551-086 (Certain Public Power Utilities: Competitive Matters), and 551-087 (Economic Development).

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board located at City Hall, 400 West King Ave, of the City of Kingsville, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time:

October 23, 2020 at 3:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.


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

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

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

MINUTES OF PREVIOUS MEETING(S)

OCTOBER 13, 2020

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, OCTOBER 13, 2020 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

CITY COMMISSION PRESENT:

Sam R. Fugate, Mayor
Edna Lopez, Commissioner
Hector Hinojosa, Commissioner
Arturo Pecos, Commissioner
Dianne Leubert, Commissioner

CITY STAFF PRESENT:

Mark McLaughlin, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Kyle Benson, IT Manager
Derek Williams, IT
Ricardo Torres, Police Chief
Deborah Balli, Finance Director
Rudy Mora, Engineer
Mark Frost, KPD
Daniel Gonzalez, KPD
Bill Donnell, Public Works Director

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 5:00 p.m. with all five Commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting-September 28, 2020

Motion made by Commissioner Pecos to approve the minutes of September 28, 2020 as presented, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Hinojosa, Leubert, Pecos, Fugate voting "FOR".

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

To reduce the chance of COVID-19 transmission, public meetings will be held in a manner intended to separate, to the maximum practical extent, audience and presenters from personal contact with members of Community, City Staff, and City Commission. Public testimony and public hearing input for Public Comment and all items on the agenda at public meetings of the City Commission shall be provided in written format and presented to the City Secretary and/or designee prior to the start of each meeting of the City Commission. This testimony and/or public input shall be in accordance with the City Secretary's instructions, which shall be posted on the City Secretary's outdoor public bulletin board at City Hall and on the City website and allow for electronic submission. The written public testimony shall be provided to members of the City Commission prior to voting on measures for that meeting. Written testimony shall be limited in accordance with the City Secretary

requirements and shall be placed into the record of each meeting. This written testimony shall serve as the required public testimony pursuant to Texas Government Code section 551.007 and shall constitute a public hearing for purposes of any public hearing requirement under law. The meeting may be held telephonically or via videoconference; and, if so conducted, the public may participate remotely by following the instructions of the City Secretary which would be posted on the City Secretary's outdoor public bulletin at City Hall and on the City website.

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

1. None.

III. Reports from Commission & Staff.²

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

Mr. Mark McLaughlin updated on the Commission on the following items. City of Kingsville kicked off the United Way Campaign Program. Last year the City of Kingsville employees donated a total of \$1,900 to the United Way Campaign Program. Golf Course Consultant Mr. Ruben Chapa has submitted his report regarding his recommendations for the Golf Course. City Manager has asked Susan Ivy, Parks & Recreation Director and Israel Vasquez, Golf Course Manager to prepare a plan for the Golf Course on Mr. Chapa's recommendations.

Commissioner Hinojosa asked for an update on the Downtown sidewalk project. Mr. McLaughlin responded that the contractor ETech is continuing with their scope of work. At this time, they are working on the demo on the southside of Kleberg Ave. on the western end and have removed the last of the sidewalk and concrete on 7th Street for the bow-bout. Once this is removed, they will rebase it and pour then go down to the east end towards the Texas Theatre. Once they are done with that area, they will work on the opposite side of the road and repeat the process on the north side.

Ms. Courtney Alvarez reported that the next scheduled meeting is set for Monday, October 26, 2020 with a deadline for staff to submit their agenda items no later than Friday, October 16, 2020. She further reported that the language for the Chick-fil-A documents have been worked out. She further stated that when representatives from Chick-fil-A sent in the Chapter 380 agreement with the new language in it, they notified that the name of the developer that was given to the City back in October 2019 has changed. The project is still the same with the only change being the name of the developer.

Commissioner Leubert asked for an update on internet service for the community.

Mr. McLaughlin asked if what Commissioner Lopez was asking for was free internet service for the community. Commissioner Lopez responded that what she was asking for is for staff to look into better internet/cable providers to come and service Kingsville. Mr. McLaughlin commented that Spectrum will be doing a case analysis to determine what it would cost them to provide their services to Kingsville residents.

Commissioner Leubert further stated that she is receiving complaints about the City of Kingsville's website and information being outdated. She also commented that she received a call from a gentleman regarding engineering plans. She stated that his concern was, the structural engineers have to do the site plan and sign off on that. She further asked if the city needed to have a Mechanical Engineer that would sign off on any plumbing and electric, separate from the Structural Engineer. She further stated that these were the gentleman's concerns and he had some ideas to make things easier.

Commissioner Lopez asked if there is any way that the garbage schedule to be included with the water bill more than once a year.

Mr. McLaughlin responded that he is not sure if it gets sent out once a year, but the schedule is posted on the city's website.

Commissioner Lopez stated that not all residents have access to the city's website. She further stated that she would like to see the garbage schedule sent out more than once a year, to be included with the water bill.

Mayor Fugate announced that the City of Kingsville opened the Dog Park located inside Dick Kleberg Park.

IV. Public Comment on Agenda Items.³

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

No public comments made or received.

V.

Consent Agenda

Notice to the Public

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

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

Motion made by Commissioner Pecos to approve the consent agenda as presented, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Hinojosa, Leubert, Pecos, Lopez, Fugate voting "FOR".

1. **Motion to approve final passage of an ordinance amending the Fiscal Year 2020-2021 Budget to receive and expend Park donations for the Healthy Family Recreational Programs from Walmart. (Parks Director).**
2. **Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 8-Traffic Control Devices, Section 3**

Traffic Control Areas, providing for one-way traffic going from east to west on Veteran's Memorial Drive from 12th Street to 11th Street. (City Engineer).

3. Motion to approve renewal of membership with Electric Reliability Council of Texas (ERCOT) for 2021. (City Attorney).
4. Motion to consider reappointment of DJ Flores, Linda Castaneda, Clarice Williams, Sandra Seymour, Trisha Gottschalk, and Ruben Cantu to the Parks Advisory Board as per staff recommendation. (Parks Director).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Discussion on possible action to authorize Estrada Hinojosa as Financial Advisor and Winstead PC as Bond Counsel to assist the City in the preparation and submittal of the Texas Water Development Board Flood Infrastructure Fund (FIF) for various projects designated by the City and any other matters related thereto. (Finance Director).

Mrs. Deborah Balli, Finance Director stated that for the application that the City has been working on for the Texas Infrastructure Flood Program, the city got 43% for the grant funding and for the rest of the projects it's with a 0% interest loan for 30 years. She further stated that staff has been notified that this must be done through the sale of bonds. It is necessary to get the Financial Advisor on board in order to secure the financing.

6. Consider a resolution authorizing the commencement of proceedings relating to the Flood Infrastructure Fund financing; and other matters related thereto. (Finance Director).

Motion made by Commissioner Leubert to approve the resolution authorizing the commencement of proceedings relating to the Flood Infrastructure Fund financing; and other matters related thereto, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Leubert, Pecos, Lopez, Hinojosa, Fugate voting "FOR".

7. Consider a resolution by the City Commission of the City of Kingsville, Texas requesting financial assistance from the Texas Water Development Board Flood Infrastructure Fund or any other program that the City may qualify for; authorizing the filing of an application for assistance; and making certain findings in connection therewith. (City Engineer).

Mr. Rudy Mora, Engineer stated that at the previous meeting the Commission approved a resolution for the intent to apply, which was a waiting list, but now the City has received a confirmation that the city can now apply for the projects. This is the second half of that, the intent to apply and will also cover the complete application. The original deadline date was October 19th and has now been moved to November 5th.

Ms. Alvarez commented that this includes an attachment to this resolution the sites that the Commission approved at the prior meeting, when the city engineer made his presentation, as well as an amount not to exceed which is something the Water Development Board was also looking for in the resolution for the application.

Motion made by Commissioner Leubert to accept staff's recommendation and approve resolution, seconded by Commissioner Pecos and Commissioner Lopez. The motion was passed and approved by the following vote: Pecos, Lopez, Hinojosa, Leubert, Fugate voting "FOR".

8. Consider a resolution authorizing the Mayor to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for a Safe Routes to School-Infrastructure (SRTS) Project. (City Engineer).

Mr. Mora displayed a map of the streets showing where the sidewalks would be located for this project. He stated that the project would be for six-foot sidewalks with a connection with Business 77 and King Street. On Lott Street to the northside which connects the intersection of Lott Street and 77 to Harvey Elementary School and continues to wrap around the Brookshire Pool and the Skate Park and heads north on 20th Street then you go west on Kenedy which will have sidewalks on both sides with ADA ramps. On 17th Street the sidewalks go north and connect to King Street. He further stated that back in 2019, TXDOT improved the sidewalks and ramps around those areas. He further stated that this location has the crosswalk to cross King Ave. and head right or east to 19th Street and then north connects to Jubilee Academy with Harvey Elementary. Mr. Mora stated that the State is requiring a resolution to be approved; do not sign the advance funding agreement, submit a resolution to TXDOT. He further stated that TXDOT will provide an email for electronic signature through Docusign then TXDOT will continue the process for the advance funding agreement. He further stated that Kingsville was the only city to be awarded the Safe Routes to Schools in the area. Mr. Mora further stated that it is his recommendation to accept the advance funding agreement as presented.

Commissioner Lopez commented that she would have liked to see Armstrong to Memorial Middle School included in this project as it is a very dangerous area.

Mayor Fugate commented that Armstrong is one that staff really needs to look into.

Mr. Mora stated that when he originally did the application back in August 2019, he included Harvey Elementary, Jubilee Academy and Armstrong. He further stated that what TXDOT mentioned to him was that the focus needed to be on Harvey Elementary and Jubilee Academy due to all the connecting factors such as Boys and Girls Club, Park, and Boys and Girls Club field and connecting to schools. He further stated that another main reason was the accident that occurred in 2018 which caused a fatality. If the funding comes around next year the city can apply for Armstrong extension on sidewalks.

Commissioner Lopez commented that there are two schools near Armstrong, Memorial Middle School and Harrel Elementary School as well as the Mopac Fields and a Park.

Commissioner Leubert asked for clarification on the backup information for this agenda item where it states that there is no match but does state that the City of Kingsville will be responsible for non-reimbursable cost and 100% of overruns.

Mr. Mora stated that this project is 100% federally funded and believes that the estimate was somewhere around \$800,000. The City put aside \$850,000 for this project, so if there are any cost overruns the City would be responsible for that.

Commissioner Leubert further asked how the city will control the non-reimbursable cost and overruns and asked if the city would have employees in this as well.

Mr. Mora responded that originally the way he did the application was for the Engineering Department to provide the engineering services but what was told to him was that since the City qualified for the grant portion, which was the Safe Route to School, it allowed TXDOT to hire their consultant to design the project. He further stated that after he reviewed this it came back to him twice, based on the budget as originally

he had the sidewalks on the south of Lott Street included, but he was told that more than likely there would be a cost overrun, based on the quantity. He further stated that his initial thought was to remove the sidewalks on the south of Lott Street so there would be enough money for what is projected for this project.

Commissioner Leubert commented that she is ok with this but would like for everyone to understand that the City needs to know that we would be responsible for non-reimbursable cost and 100% of overruns. She further stated that the City must have some type of protection that this doesn't happen.

Commissioner Hinojosa asked if TXDOT would be handling the bidding process and be responsible for the construction as well as making sure that there are no overrun costs. Mr. Mora responded that TXDOT is 100% in control of this project.

Mayor Fugate commented that if the contractor that worked on the downtown project, there will be no problems.

Commissioner Leubert stated that she agrees with Mayor Fugate, but the city would need to be aware of the language in the contract.

Ms. Alvarez commented that the city gets to concur with the low bidder as there is some information in the agreement that states, that while they are doing the project, the city still has the opportunity for input.

Motion made by Commissioner Hinojosa to approve the resolution authorizing the Mayor to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation for a Safe Routes to School-Infrastructure (SRTS) Project, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Hinojosa, Leubert, Pecos, Fugate voting "FOR".

9. Consider introduction of an ordinance amending the City of Kingsville Drainage Master Plan. (City Engineer).

Mr. Mora displayed a map that will show areas colored in orange (1-9) that were adopted by ordinance in 2018 and of which the analysis was performed by Consultant Engineer. Staff would not like to amend the ordinance to include locations 10 through 14. Mr. Mora stated that the reason for the amendment is that staff will be applying for a General Land Office (GLO) Grant and the city would score higher points if it was citywide rather than just focusing on the east southern portion of the city.

Introduction item.

10. Consider a resolution authorizing the Mayor to enter into an Interlocal Cooperation Agreement between the Kleberg County Attorney's Office and Kingsville Police Department for Law Enforcement Services. (Police Chief).

Mr. Ricardo Torres, Chief of Police stated that this interlocal agreement would allow the Kingsville Police Department to have countywide access in order to perform interdiction. It will also give the ability of for the Narcotics Officers to work countywide.

Motion made by Commissioner Lopez to approve the resolution authorizing the Mayor to enter into an Interlocal Cooperation Agreement between the Kleberg County Attorney's Office and Kingsville Police Department for Law Enforcement Services, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Hinojosa, Leubert, Pecos, Lopez, Fugate voting "FOR".

- 11. Consider a resolution authorizing participation in and acceptance of funds from the 2021 Selective Traffic Enforcement Program with the Texas Department of Transportation for Police traffic enforcement with an anticipated cash match; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).**

Chief Torres stated that the Kingsville Police Department has been invited to participate in the Selective Traffic Enforcement Program Click it or Ticket (STEP), Thanksgiving 2020. The grant for STEP is a reimbursement type and requires an approximately 22.82% cash match, in the form of employee benefits. He stated that they have been conditionally approved \$4,000 in funds to cover personnel cost.

Motion made by Commissioner Lopez and Commissioner Pecos to approve the resolution authorizing participation in and acceptance of funds from the 2021 Selective Traffic Enforcement Program with the Texas Department of Transportation for Police traffic enforcement with an anticipated cash match; authorizing the Chief of Police to act on the City's behalf with such program, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Leubert, Pecos, Lopez, Hinojosa, Fugate voting "FOR".

- 12. Consider accepting a donation from Texas Community Federal Credit Union for KPD's 2nd Annual Trunk or Treat Event. (Police Chief).**

Motion made by Commissioner Lopez to accept a donation from Texas Community Federal Credit Union for KPD's 2nd Annual Trunk or Treat Event, seconded by Commissioner Leubert. The motion was passed and approved by the following vote: Pecos, Lopez, Hinojosa, Leubert, Fugate voting "FOR".

- 13. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 Budget to accept and expend donation from Texas Community Federal Credit Union for the Police Department Halloween for Trunk or Treat Event. (Police Chief).**

Introduction item.

- 14. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 Budget to appropriate funding for a carryover project for the replacement of an effluent line and isolation valves. (Public Works Director).**

Introduction item.

- 15. Consider introduction of an ordinance amending the Fiscal Year 2020-2021 Budget to appropriate funding for the carry-over Texas CDBG Grant Project #7219012 for sidewalk improvements. (Finance Director).**

Introduction item.

Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:36 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, CMC, City Secretary

CONSENT AGENDA

AGENDA ITEM #1

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: October 13, 2020

SUBJECT: Consider authorizing an ordinance to amend the 2018 City of Kingsville Drainage Master plan.

Summary:

On September 24, 2018, the City Commission approved an ordinance adopting a Drainage Master Plan. The engineering consulting firm, Kimley-Horn prepared the Drainage Master Plan focusing on the L. E. Ramey Golf Course and nine (9) locations throughout the City of Kingsville. The Drainage Master Plan process included public outreach and input.

The locations on the Drainage Master Plan concentrated on the east side of the city. Although there were other locations on the west side of the city considered, they were not prioritized or studied. As a result, west side city locations were not included in the Drainage Master Plan.

To include the entire City of Kingsville, five (5) locations should be added to the Drainage Master Plan, three (3) of the locations were originally considered in 2018. The locations are:

Location 10: Armstrong from Coral Street to Santa Gertrudis Ave.

Location 11: King Street from 6th to 14th Street.

Location 12: 14th Street from King Street to Caesar Street.

Location 13: West Johnston from Armstrong to Palm.

Location 14: Santa Estates from Santa Gertrudis to West Ave B.



**City of Kingsville
Engineering Dept.**

Background:

The purpose of the City of Kingsville Master Plan was to identify drainage issues in the city and to use as a planning tool to secure funding for remediation, maintenance, improvement and capital drainage projects. Master plans should be dynamic and change accordingly.

Financial Impact:

There is no financial impact to amend the 2018 City of Kingsville Drainage Master Plan.

Recommendation:

Staff recommends approval of an ordinance amending the 2018 City of Kingsville Drainage Master Plan.

Attachments:

Exhibit "A" original and amended locations



ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE CITY OF KINGSVILLE DRAINAGE MASTER PLAN; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 213 of the Texas Local Government Code ("Chapter 213") provides that municipalities may adopt comprehensive plans for the purposes of promoting the sound development of the municipality and promoting the public health, safety, and welfare;

WHEREAS, the City adopted a Comprehensive Master Plan and a Drainage Master Plan previously and determined a need recently to amend the drainage master plan;

WHEREAS, the City Commission had City staff and paid consultants undertake a series of studies and public hearings/meetings on the elements of the comprehensive drainage plan;

WHEREAS, the Drainage Master Plan contains general policies that are proposed to be used by the City in the preparation of land use and development ordinances, in decisions regarding the provisions of City services and capital improvements, and in other policy considerations by the City Commission and its various boards, commissions and committees;

WHEREAS, the City staff and the consultants met numerous times and there were public forums to give citizens the opportunity to comment on and participate in the City of Kingsville Drainage Master Plan;

WHEREAS, the City of Kingsville Drainage Master Plan was completed and presented to the City Commission, and a presentation on the final plan, which concentrated on the east side of the city and contained nine areas, was held on September 24, 2018 and approved by City Commission via Ordinance #2018-58;

WHEREAS, after careful study and consideration, due to changes in circumstances from development, the City recognizes a need for certain areas on the west side of town to be added to the Drainage Master Plan;

WHEREAS, to include the entire city, the new areas to be added to the Drainage Master Plan include the following:

Location 10: Armstrong from Coral Street to Santa Gertrudis Ave.

Location 11: King Ave. from 6th to 14th Street

Location 12: 14th Street from King Ave. to Caesar Ave.

Location 13: West Johnston from Armstrong to Palm

Location 14: Santa Estates from Santa Gertrudis Ave. to West Ave. B

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

I.

THAT, the Kingsville City Commission hereby amends the City of Kingsville Drainage Master Plan dated 2018, as is attached hereto and included herein for all purposes, as the City's Drainage Master Plan.

II.

THAT, the amended Drainage Master Plan is hereby declared to be a plan for the development of drainage improvements for this area of the community, and will be used as a guide and companion document to the land use and development regulations of the City. Notwithstanding the foregoing, the City recognizes that circumstances may change in ways not anticipated by the elements of the Drainage Master Plan, and the City Commission reserves the right to legislatively determine that the Drainage Master Plan needs amendment, by way of example, by allowing for different drainage improvements or locations than shown in the Plan. Any such amendment shall not be granted without careful study and consideration, but must be made only on a showing of substantially changed circumstances. The City Commission may refer any requested change to the Drainage Master Plan and its elements back to city staff and such committees as may be appropriate for further study and recommendations.

III.

THAT, the City Commission reserves the right to amend the Drainage Master Plan at any time by adding or removing elements or by amending in part or in whole the elements listed in the Plan.

IV.

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

V.

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.

VI.

THAT this Ordinance shall become effective on and after adoption and publication as required by law.

INTRODUCED on this 13th day of October, 2020.

PASSED AND APPROVED on this the 26th day of October,
2020.

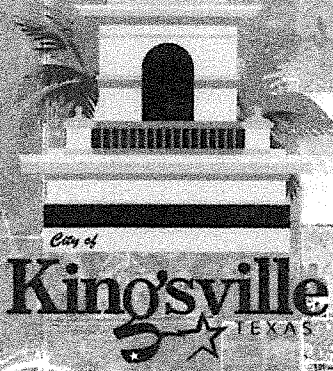
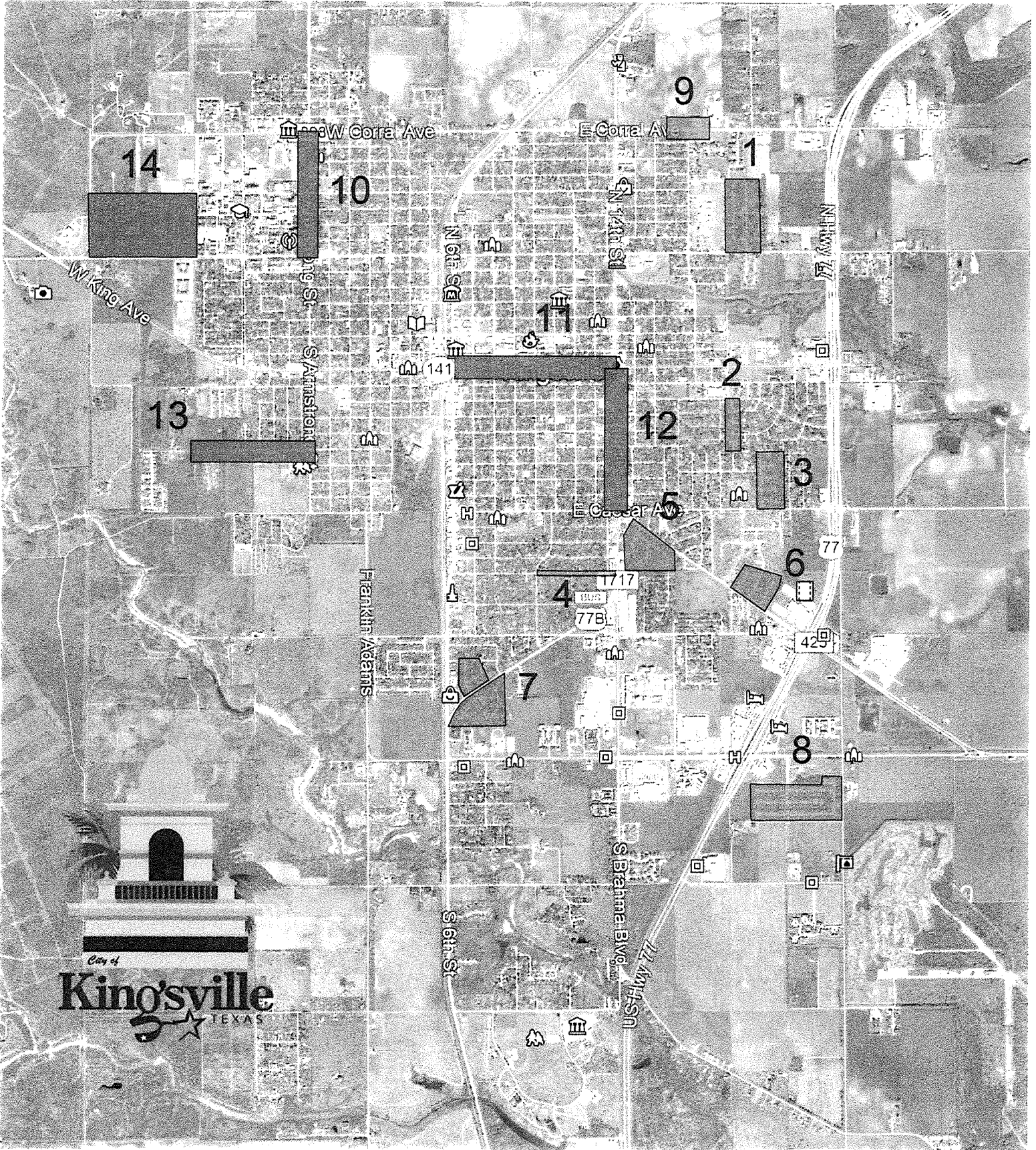
Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney





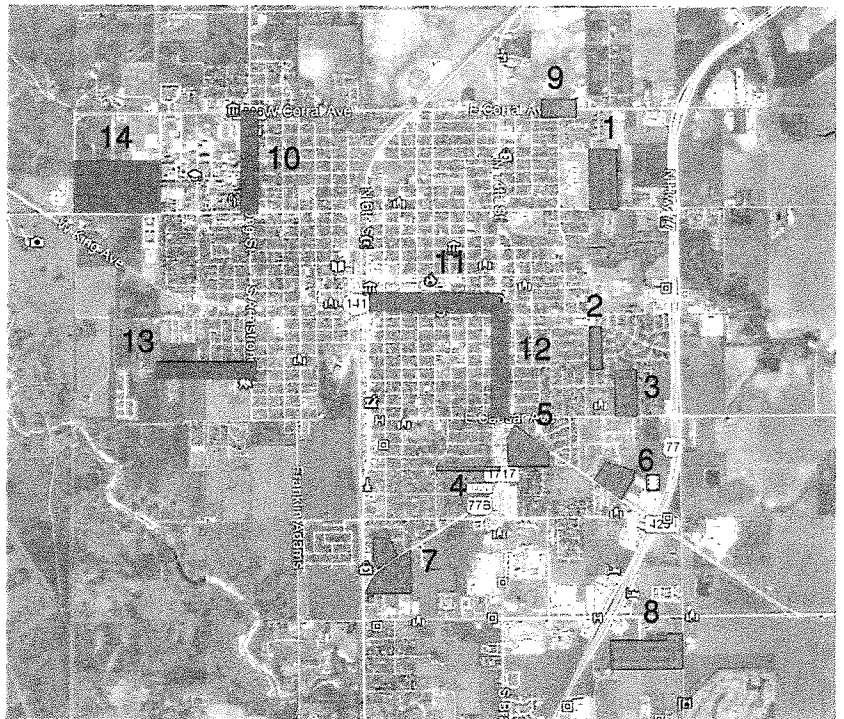
CITY OF KINGSVILLE – DRAINAGE MASTER PLAN AMENDMENT

OCTOBER 13TH, 2020



ANALYSIS LOCATIONS

- Locations 1-9 (orange) are presented in 2018 Drainage Master Plan
- Locations 10-14 (green) are being proposed in this amendment



LOCATION 10

N. Armstrong St. between W. Corral Ave and W. Santa Gertrudis St.

Drainage Issues:

- Flood Issues along N. Armstrong St. east of Texas A&M University – Kingsville
- Localized high water issues on West Coral at Armstrong Intersection



LOCATION 10

Drainage Improvements:

Option 1

- Replace 5 inlets, add 10 new inlets
- 360 LF of 36" RCP for new inlet laterals
- **Cost: \$1,100,000**

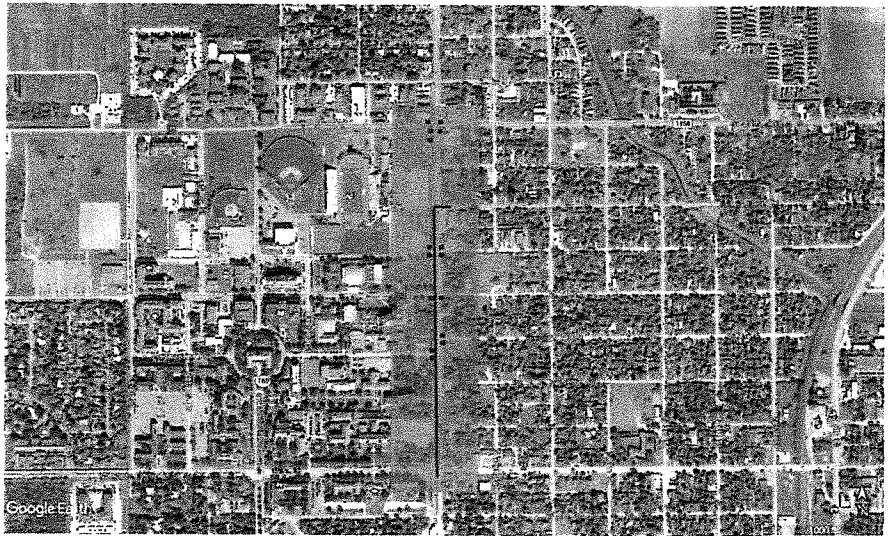


LOCATION 10

Drainage Improvements:

Option 2

- Replace existing line
- 1900 LF of 6'x3' RCB (blue line)
- Replace 5 inlets, add 10 new inlets (red squares)
- 360 LF of 36" RCP for new inlet laterals
- **Cost: \$3,000,000**



LOCATION 11

E. King Ave between 6th St and 14th St.

Drainage Issues:

- Flooding along E. King Ave
- High water in residential streets



LOCATION 11

Drainage Improvements:

Option 1

- 10 new inlets, and 10 inlet replacements (red squares)
- 1600 LF of 36" RCP (blue line)
- **Cost: \$2,000,000**



LOCATION 11

Drainage Improvements:

Option 2

- Replace existing line
- 2500 LF of 6'x3' RCB (red line)
- 10 new inlets, and 10 inlet replacements (red squares)
- 1600 LF of 36" RCP (blue line)
- **Cost: \$3,200,000**



LOCATION 12

14th St. between E King Ave and E Shelton St.

Drainage Issues:

- Flooding along 14th St.
- High water at intersections



LOCATION 12

Drainage Improvements:

Option 1

- 7 new inlets, 13 inlets to be replaced (red squares)
- 1600 LF of 48" RCP to be added (blue line)
- **Cost: \$1,700,000**



LOCATION 12

Drainage Improvements:

Option 2

- Replace existing line
- 2560 LF of 6'x3' RCB (red line)
- 7 new inlets, 13 inlets to be replaced (red squares)
- 1600 LF of 48" RCP (blue line)
- **Cost: \$3 ,500,000**



LOCATION 13

W Johnston Ave between Palm St.
and S Armstrong St.

Drainage Issues:

- Flooding at houses along W Johnston Ave.
- Streets flooding into residential areas



LOCATION 13

Drainage Improvements:

Option 1

- 2 new inlets (red squares)
- 1600 LF of 18" RCP from S Armstrong to the west (blue line)
- Ditch regrading towards Palm St. (orange)
- **Cost: \$800,000**



LOCATION 13

Drainage Improvements:

Option 2

- 2515 LF of 6'x3' RCB (red line)
- 6 new inlets
- Cost: \$3,000,000



LOCATION 14

W. Santa Gertrudis St between Santa Rosa Dr and Seale St.

Drainage Issues:

- Flooding in neighborhoods north of W Santa Gertrudis St.
- High water on Santa Monica



LOCATION 14

Drainage Improvements:

Option 1

- 15 new inlets (red squares)
- 2400 LF of 24" RCP (blue line)
- **Cost: \$1,400,000**



LOCATION 14

Drainage Improvements:

Option 2

- 2430 LF of 6'x3' RCB (red line)
- 15 new inlets (red square)
- 2500 LF of 24" RCP (blue line)
- **Cost: \$5,300,000**



City of Kingsville - Storm Water Improvements Location 10

City of Kingsville - Location 10 Opinion of Probable Construction Costs (Option 1)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
Location 10 Option 1					
A1	Mobilization	1	LS	\$ 186,382.82	\$ 186,382.82
A2	Traffic Control	1	LS	\$ 18,093.17	\$ 18,093.17
A3	SWPPP / Erosion Control	1	LS	\$ 7,036.27	\$ 7,036.27
A4	Remove Existing Pavement	392	SY	\$ 9.14	\$ 3,582.99
A5	Excavation	805	CY	\$ 59.11	\$ 47,584.65
A6	36" RCP	360	LF	\$ 422.32	\$ 152,035.91
A7	Flexible Base w/ Geogrid	510	SY	\$ 25.37	\$ 12,938.74
A8	4" Hot Mix Asphalt Pavement	282	SY	\$ 1,602.36	\$ 451,864.67
A9	Conc. Curb Inlets	15	EA	\$ 1,587.91	\$ 23,818.70
A10	Conc. Curb and Gutter	375	LF	\$ 22.63	\$ 8,486.32
A11	4" Conc. Sidewalk (5' wide)	1,875	SF	\$ 8.41	\$ 15,773.68
A12	Remove Existing Curb Inlets	7	EA	\$ 1,715.64	\$ 12,009.46
				Subtotal:	\$ 939,607.39
				Probable Construction Costs Total:	\$ 939,607.39
Totals					
				Probable Construction Costs Total:	\$ 939,607.39
Engineering, Design, and Project Administration Markups					
				Engineering and Design Services (15.0%):	\$ 140,941.11
				Project Administration Services (6.0%):	\$ 56,376.44
				Total Engineering, Design, and Project Administration:	\$ 197,317.55
				Grand Total Location 10 Option 1 Improvements:	\$ 1,136,924.94

City of Kingsville - Storm Water Improvements Location 10

City of Kingsville - Location 10 Opinion of Probable Construction Costs (Option 2)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
Location 10 Option 2					
A1	Mobilization	1	LS	\$ 275,220.77	\$ 275,220.77
A2	Traffic Control	1	LS	\$ 26,425.45	\$ 26,425.45
A3	SWPPP / Erosion Control	1	LS	\$ 7,575.53	\$ 7,575.53
A4	Remove Existing Pavement	78	SY	\$ 9.14	\$ 712.94
A5	Excavation	4,225	CY	\$ 59.11	\$ 249,745.52
A6	6'x3' Box Culvert	1,900	LF	\$ 422.32	\$ 802,411.76
A7	Flexible Base w/ Geogrid	408	SY	\$ 25.37	\$ 10,350.99
A8	4" Hot Mix Asphalt Pavement	615	SY	\$ 1,602.36	\$ 985,449.55
A9	Conc. Pavement	78	SY	\$ 79.39	\$ 6,192.03
A10	Conc. Curb Inlets	15	EA	\$ 1,587.91	\$ 23,818.70
A11	Conc. Curb and Gutter	550	LF	\$ 22.63	\$ 12,446.61
A12	4" Conc. Sidewalk (5' wide)	2,750	SF	\$ 8.41	\$ 23,134.74
A13	Remove Existing Curb Inlets	7	EA	\$ 1,715.64	\$ 12,009.46
A14	Remove Existing Culvert	1,900	LF	\$ 19.17	\$ 36,428.89
	Subtotal:				\$ 2,471,922.93
	Probable Construction Costs Total:				\$ 2,471,922.93
Totals					
	Probable Construction Costs Total:				\$ 2,471,922.93
Engineering, Design, and Project Administration Markups					
	Engineering and Design Services (15.0%):				\$ 370,788.44
	Project Administration Services (6.0%):				\$ 148,315.38
	Total Engineering, Design, and Project Administration:				\$ 519,103.82
	Grand Total Location 10 Option 2 Improvements:				\$ 2,991,026.75

City of Kingsville - Storm Water Improvements Location 11

City of Kingsville - Location 11 Opinion of Probable Construction Costs (Option 1)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
Location 11 Option 1					
A1	Mobilization	1	LS	\$ 186,382.82	\$ 186,382.82
A2	Traffic Control	1	LS	\$ 18,093.17	\$ 18,093.17
A3	SWPPP / Erosion Control	1	LS	\$ 7,036.27	\$ 7,036.27
A4	Remove Existing Pavement	1,320	SY	\$ 9.14	\$ 12,065.17
A5	Excavation	2,212	CY	\$ 59.11	\$ 130,754.34
A6	36" RCP	1,570	LF	\$ 422.32	\$ 663,045.51
A7	Flexible Base w/ Geogrid	1,281	SY	\$ 25.37	\$ 32,499.07
A8	4" Hot Mix Asphalt Pavement	304	SY	\$ 1,602.36	\$ 487,116.53
A9	Conc. Curb Inlets	20	EA	\$ 1,587.91	\$ 31,758.26
A10	Conc. Pavement	28	SY	\$ 79.39	\$ 2,222.78
A11	Conc. Curb and Gutter	1,785	LF	\$ 22.63	\$ 40,394.89
A12	4" Conc. Sidewalk (5' wide)	8,925	SF	\$ 8.41	\$ 75,082.73
	Subtotal:				\$ 1,686,451.55
	Probable Construction Costs Total:				\$ 1,686,451.55
Totals					
	Probable Construction Costs Total:				\$ 1,686,451.55
Engineering, Design, and Project Administration Markups					
	Engineering and Design Services (15.0%):				\$ 252,967.73
	Project Administration Services (6.0%):				\$ 101,187.09
	Total Engineering, Design, and Project Administration:				\$ 354,154.82
	Grand Total Location 11 Option 1 Improvements:				\$ 2,040,606.37

City of Kingsville - Storm Water Improvements Location 11

City of Kingsville - Location 11 Opinion of Probable Construction Costs (Option 2)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
Location 11 Option 2					
A1	Mobilization	1	LS	\$ 275,220.77	\$ 275,220.77
A2	Traffic Control	1	LS	\$ 26,425.45	\$ 26,425.45
A3	SWPPP / Erosion Control	1	LS	\$ 7,575.53	\$ 7,575.53
A4	Remove Existing Pavement	1,028	SY	\$ 9.14	\$ 9,396.21
A5	Excavation	3,000	CY	\$ 59.11	\$ 177,334.10
A6	6'x3' Box Culvert	2,500	LF	\$ 558.81	\$ 1,397,016.31
A7	Flexible Base w/ Geogrid	1,170	SY	\$ 25.37	\$ 29,683.00
A8	4" Hot Mix Asphalt Pavement	300	SY	\$ 1,602.36	\$ 480,707.10
A9	Conc. Curb Inlets	20	EA	\$ 1,587.91	\$ 31,758.26
A10	Conc. Pavement	1,028	SY	\$ 79.39	\$ 81,607.81
A11	Conc. Curb and Gutter	925	LF	\$ 22.63	\$ 20,932.93
A12	4" Conc. Sidewalk (5' wide)	9,250	SF	\$ 8.41	\$ 77,816.84
A13	Remove Existing Culverts	2,500	LF	\$ 19.17	\$ 47,932.75
				Subtotal:	\$ 2,663,407.04
				Probable Construction Costs Total:	\$ 2,663,407.04
Totals					
				Probable Construction Costs Total:	\$ 2,663,407.04
Engineering, Design, and Project Administration Markups					
				Engineering and Design Services (15.0%):	\$ 399,511.06
				Project Administration Services (6.0%):	\$ 159,804.42
				Total Engineering, Design, and Project Administration:	\$ 559,315.48
				Grand Total Location 11 Option 2 Improvements:	\$ 3,222,722.51

City of Kingsville - Storm Water Improvements Location 12

City of Kingsville - Location 12 Opinion of Probable Construction Costs (Option 1)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
Location 12 Option 1					
A1	Mobilization	1	LS	\$ 186,382.82	\$ 186,382.82
A2	Traffic Control	1	LS	\$ 18,093.17	\$ 18,093.17
A3	SWPPP / Erosion Control	1	LS	\$ 7,036.27	\$ 7,036.27
A4	Remove Existing Pavement	1,183	SY	\$ 9.14	\$ 10,812.95
A5	Excavation	2,645	CY	\$ 59.11	\$ 156,349.56
A6	48" RCP	1,606	LF	\$ 387.12	\$ 621,713.11
A7	Flexible Base w/ Geogrid	461	SY	\$ 25.37	\$ 11,695.61
A8	4" Hot Mix Asphalt Pavement	180	SY	\$ 1,602.36	\$ 288,424.26
A9	Conc. Curb Inlets	20	EA	\$ 1,587.91	\$ 31,758.26
A10	Conc. Pavement	228	SY	\$ 79.39	\$ 18,099.79
A11	Conc. Curb and Gutter	1,400	LF	\$ 22.63	\$ 31,682.27
A12	4" Conc. Sidewalk (5' wide)	1,400	SF	\$ 8.41	\$ 11,777.68
A13	Remove Existing Curb Inlets	13	EA	\$ 1,715.64	\$ 22,303.28
				Subtotal:	\$ 1,416,129.04
				Probable Construction Costs Total:	\$ 1,416,129.04
Totals					
				Probable Construction Costs Total:	\$ 1,416,129.04
Engineering, Design, and Project Administration Markups					
				Engineering and Design Services (15.0%):	\$ 212,419.36
				Project Administration Services (6.0%):	\$ 84,967.74
				Total Engineering, Design, and Project Administration:	\$ 297,387.10
Grand Total Location 12 Option 1 Improvements:					\$ 1,713,516.14

City of Kingsville - Storm Water Improvements Location 12

City of Kingsville - Location 12 Opinion of Probable Construction Costs (Option 2)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
Location 12 Option 2					
A1	Mobilization	1	LS	\$ 275,220.77	\$ 275,220.77
A2	Traffic Control	1	LS	\$ 26,425.45	\$ 26,425.45
A3	SWPPP / Erosion Control	1	LS	\$ 7,575.53	\$ 7,575.53
A4	Remove Existing Pavement	1,800	SY	\$ 9.14	\$ 16,452.50
A5	Excavation	2,700	CY	\$ 59.11	\$ 159,600.69
A6	6'x3' Box Culvert	2,560	LF	\$ 558.81	\$ 1,430,544.70
A7	Flexible Base w/ Geogrid	633	SY	\$ 25.37	\$ 16,059.26
A8	4" Hot Mix Asphalt Pavement	500	SY	\$ 1,602.36	\$ 801,178.50
A9	Conc. Curb Inlets	20	EA	\$ 1,587.91	\$ 31,758.26
A10	Conc. Pavement	228	SY	\$ 79.39	\$ 18,099.79
A11	Conc. Curb and Gutter	500	LF	\$ 22.63	\$ 11,315.10
A12	4" Conc. Sidewalk (5' wide)	2,500	SF	\$ 8.41	\$ 21,031.58
A13	Remove Existing Curb Inlets	13	EA	\$ 1,715.64	\$ 22,303.28
A14	Remove Existing Culverts	2,560	LF	\$ 19.17	\$ 49,083.14
				Subtotal:	\$ 2,886,648.53
				Probable Construction Costs Total:	\$ 2,886,648.53
Totals					
				Probable Construction Costs Total:	\$ 2,886,648.53
Engineering, Design, and Project Administration Markups					
				Engineering and Design Services (15.0%):	\$ 432,997.28
				Project Administration Services (6.0%):	\$ 173,198.91
				Total Engineering, Design, and Project Administration:	\$ 606,196.19
				Grand Total Location 12 Option 2 Improvements:	\$ 3,492,844.72

City of Kingsville - Storm Water Improvements Location 13

City of Kingsville - Location 13 Opinion of Probable Construction Costs (Option 1)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
Location 13 Option 1					
A1	Mobilization	1	LS	\$ 186,382.82	\$ 186,382.82
A2	Traffic Control	1	LS	\$ 18,093.17	\$ 18,093.17
A3	SWPPP / Erosion Control	1	LS	\$ 7,036.27	\$ 7,036.27
A4	Remove Existing Pavement	114	SY	\$ 9.14	\$ 1,041.99
A5	Excavation	1,830	CY	\$ 59.11	\$ 108,173.80
A6	18" RCP	1,600	LF	\$ 151.18	\$ 241,886.44
A7	Flexible Base w/ Geogrid	114	SY	\$ 25.37	\$ 2,892.19
A8	4" Hot Mix Asphalt Pavement	80	SY	\$ 1,602.36	\$ 128,188.56
A9	Conc. Curb Inlets	2	EA	\$ 1,587.91	\$ 3,175.83
A10	Conc. Pavement	39	SY	\$ 79.39	\$ 3,096.02
				Subtotal:	\$ 699,967.08
				Probable Construction Costs Total:	\$ 699,967.08
Totals					
				Probable Construction Costs Total:	\$ 699,967.08
Engineering, Design, and Project Administration Markups					
				Engineering and Design Services (15.0%):	\$ 104,995.06
				Project Administration Services (6.0%):	\$ 41,998.03
				Total Engineering, Design, and Project Administration:	\$ 146,993.09
Grand Total Location 13 Option 1 Improvements:					\$ 846,960.17

City of Kingsville - Storm Water Improvements Location 13

City of Kingsville - Location 13 Opinion of Probable Construction Costs (Option 2)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
Location 13 Option 2					
A1	Mobilization	1	LS	\$ 275,220.77	\$ 275,220.77
A2	Traffic Control	1	LS	\$ 26,425.45	\$ 26,425.45
A3	SWPPP / Erosion Control	1	LS	\$ 7,575.53	\$ 7,575.53
A4	Remove Existing Pavement	364	SY	\$ 9.14	\$ 3,327.06
A5	Excavation	5,590	CY	\$ 59.11	\$ 330,432.54
A6	6'x3' Box Culvert	2,515	LF	\$ 558.81	\$ 1,405,398.40
A7	Flexible Base w/ Geogrid	186	SY	\$ 25.37	\$ 4,718.84
A8	4" Hot Mix Asphalt Pavement	280	SY	\$ 1,602.36	\$ 448,659.96
A9	Conc. Curb Inlets	6	EA	\$ 1,587.91	\$ 9,527.48
A10	Conc. Pavement	84	SY	\$ 79.39	\$ 6,668.34
				Subtotal:	\$ 2,517,954.37
				Probable Construction Costs Total:	\$ 2,517,954.37
Totals					
				Probable Construction Costs Total:	\$ 2,517,954.37
Engineering, Design, and Project Administration Markups					
				Engineering and Design Services (15.0%):	\$ 377,693.15
				Project Administration Services (6.0%):	\$ 151,077.26
				Total Engineering, Design, and Project Administration:	\$ 528,770.42
Grand Total Location 13 Option 2 Improvements:					\$ 3,046,724.78

City of Kingsville - Storm Water Improvements Location 14

City of Kingsville - Location 14 Opinion of Probable Construction Costs (Option 1)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
Location 14 Option 1					
A1	Mobilization	1	LS	\$ 186,382.82	\$ 186,382.82
A2	Traffic Control	1	LS	\$ 18,093.17	\$ 18,093.17
A3	SWPPP / Erosion Control	1	LS	\$ 7,036.27	\$ 7,036.27
A4	Remove Existing Pavement	355	SY	\$ 9.14	\$ 3,244.80
A5	Excavation	2,430	CY	\$ 59.11	\$ 143,640.62
A6	24" RCP	2,730	LF	\$ 159.54	\$ 435,532.96
A7	Flexible Base w/ Geogrid	360	SY	\$ 25.37	\$ 9,133.23
A8	4" Hot Mix Asphalt Pavement	190	SY	\$ 1,602.36	\$ 304,447.83
A9	Conc. Curb Inlets	15	EA	\$ 1,587.91	\$ 23,818.70
A10	Conc. Pavement	167	SY	\$ 79.39	\$ 13,257.30
				Subtotal:	\$ 1,144,587.69
				Probable Construction Costs Total:	\$ 1,144,587.69
Totals					
				Probable Construction Costs Total:	\$ 1,144,587.69
Engineering, Design, and Project Administration Markups					
				Engineering and Design Services (15.0%):	\$ 171,688.15
				Project Administration Services (6.0%):	\$ 68,675.26
				Total Engineering, Design, and Project Administration:	\$ 240,363.42
				Grand Total Location 14 Option 1 Improvements:	\$ 1,384,951.11

City of Kingsville - Storm Water Improvements Location 14

City of Kingsville - Location 14 Opinion of Probable Construction Costs (Option 2)					
Item	Discription	QTY	UNIT	UNIT COST	AMOUNT
Location 14 Option 2					
A1	Mobilization	1	LS	\$ 275,220.77	\$ 275,220.77
A2	Traffic Control	1	LS	\$ 26,425.45	\$ 26,425.45
A3	SWPPP / Erosion Control	1	LS	\$ 7,575.53	\$ 7,575.53
A4	Remove Existing Pavement	1,366	SY	\$ 9.14	\$ 12,485.62
A5	Excavation	7,654	CY	\$ 59.11	\$ 452,438.40
A6	6'x3' Box Culverts	3,748	LF	\$ 558.81	\$ 2,094,406.85
A7	24" RCP	300	LF	\$ 159.54	\$ 47,860.76
A8	Flexible Base w/ Geogrid	311	SY	\$ 25.37	\$ 7,890.10
A9	4" Hot Mix Asphalt Pavement	883	SY	\$ 1,602.36	\$ 1,414,881.23
A10	Conc. Curb Inlets	25	EA	\$ 1,587.91	\$ 39,697.83
A11	Conc. Pavement	535	SY	\$ 79.39	\$ 42,470.99
				Subtotal:	\$ 4,421,353.51
				Probable Construction Costs Total:	\$ 4,421,353.51
Totals					
				Probable Construction Costs Total:	\$ 4,421,353.51
Engineering, Design, and Project Administration Markups					
				Engineering and Design Services (15.0%):	\$ 663,203.03
				Project Administration Services (6.0%):	\$ 265,281.21
				Total Engineering, Design, and Project Administration:	\$ 928,484.24
				Grand Total Location 14 Option 2 Improvements:	\$ 5,349,837.75

AGENDA ITEM #2

**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: September 30, 2020

SUBJECT: Receipt of Donation from Texas Community Federal Credit Union

Summary:

We are requesting the approval of the receipt of a \$250 donation from Texas Community Federal Credit Union to the Kingsville Police Department, Project "K.I.D.Z." Kingsville's Initiative for Drug Free Zones, for use during the "2nd Annual Trunk or Treat Event."

Background:

The children of our community should have a safe, drug free environment where they can enjoy Halloween. Due to the current coronavirus COVID-19 pandemic we have modified our event so that attendees can still dress up and enjoy the holiday. We have requested that attendees remain in their vehicles and wear proper PPE so that our community partners can safely provide candy and drug free information too our children. We will be setting up a drive thru location on the property adjacent the Kingsville Law Enforcement Center for vehicles to drive thru and children will receive their treats.

Financial Impact:

This donation will increase the amount expended on supplies by \$250 to be provided to the children attending said function.

Recommendation:

We respectfully request that this donation be approved to be expended for the purpose of the purchase of supplies and that an associated budget amendment be approved as well.



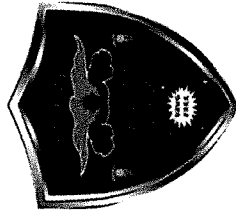
Happy

Kingsville Police Department

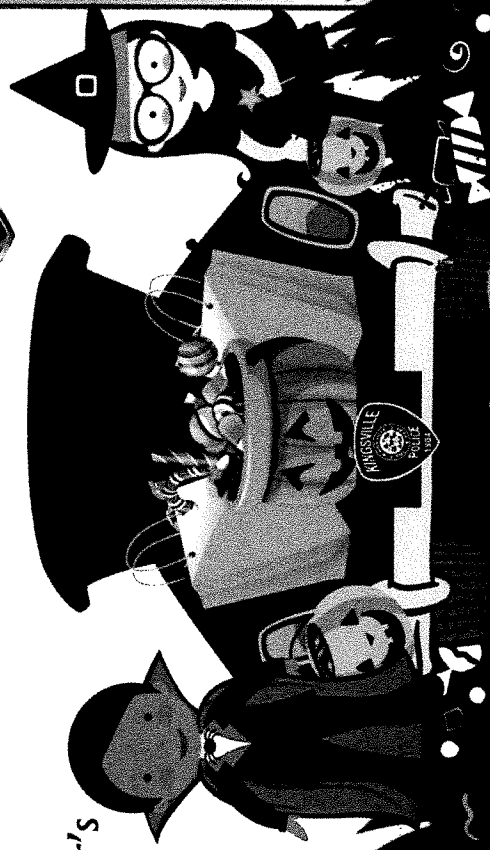
2nd Annual

Trunk or Treat

Friday, October 30, 2020
5:30PM to 8:30 PM at the
Kingsville Police Department



Due to the Coronavirus, this year's Trunk or Treat will be held as a drive-thru event. We ask that all attendees wear a mask and remain in their vehicles.



TRUNK OR TREAT



ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO ACCEPT AND EXPEND THE DONATION FROM TEXAS COMMUNITY FEDERAL CREDIT UNION FOR THE POLICE DEPARTMENT HALLOWEEN TRUNK OR TREAT EVENT.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 001 – General Fund					
<u>Revenues - 4</u>					
2102	Patrol	Patrol Donations	72030	\$250	
<u>Expenditures - 5</u>					
2102	Patrol	Supplies	21100	\$250	

[To amend the City of Kingsville FY 20-21 Budget to accept and expend the donation from Texas Community Federal Credit Union for the Police Department Halloween Trunk or Treat Event. Funds will come from the donation received.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of October, 2020.

PASSED AND APPROVED on this the 26th day of October, 2020.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

City of Kingsville
Public Works, Wastewater Division

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: October 2, 2020

SUBJECT: Utility Fund Capital Projects Wastewater South Treatment Plant

Summary:

This item authorizes funding for effluent pipe and isolation valves replacement not completed during the previous fiscal year.

Background:

This project was delayed allowing for the completion of the clarifier replacement project. LNV Engineering prepared the drawings and bid documents but formal bids were not able to be received and opened until September 24, 2020 for the replacement of an effluent line and isolation valves. Since the project was not completed these funds washed to Utility Fund Capital Projects fund balance. The project is ready to be awarded once funding is re-appropriated. These repairs are needed to assist with maintaining TCEQ permit compliance.

Financial Impact:

This will re-appropriate Utility Fund Capital Projects 054 unreserved fund balance by \$115,428.00. Increase Utility Plant Capital Outlay account 054-5-7002-72100 by \$115,428.00.

Recommendation:

Staff is recommending approval of funds to continue the replacement of an effluent line and isolation valves.



ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO APPROPRIATE FUNDING FOR A CARRY OVER PROJECT FOR THE REPLACEMENT OF AN EFFLUENT LINE AND ISOLATION VALVES.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 054 – Utility Fund Capital Projects					
<u>Expenditures - 5</u>					
7002	WW South	Utility Plant	72100	\$115,428	

[To amend the City of Kingsville FY 20-21 Budget to appropriate funding for a carry-over project for the replacement of an effluent line and isolation valves. Funds will come from the unreserved fund balance of Fund 054.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of October, 2020.

PASSED AND APPROVED on this the 26th day of October, 2020.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO APPROPRIATE FUNDING FOR THE CARRY-OVER TEXAS CDBG GRANT PROJECT #7219012 FOR SIDEWALK IMPROVEMENTS.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2020-2021 budget be amended as follows:

CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 069 – TX CDBG Main Street Grant #7219012					
<u>Revenues - 4</u>					
0000	Non-Dept	State Grant	72010	(\$250,000)	
0000	Non-Dept	Transfer From GF FD 001	75001	(\$32,549)	
<u>Expenditures - 5</u>					
1604	Main Street	Grounds & Perm Fixtures	59100	\$300,000	
1604	Main Street	Prof Svcs-Eng In-Kind	31400	\$23,714	
1604	Main Street	Prof Svcs-Admin In-Kind	31400	\$8,835	
Fund 001 – General Fund					
6900	Transfers	Transfer to Fund 069	80069	\$32,549	

[To amend the City of Kingsville FY 20-21 Budget to appropriate funding for the carry-over TX CDBG Grant #7219012 sidewalk improvement project. Funds will come partially from the state grant award along with the cash match transferred in FY 19-20 and in-kind services from General Fund. In-Kind services will come from the personnel budgets for Divisions 1604 and 8000.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 13th day of October 2020.

PASSED AND APPROVED on this the 26th day of October, 2020.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #5

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: October 26, 2020

SUBJECT: Consider awarding the South 1.0 MGD Wastewater Treatment Plant Improvements Project.

Summary:

The project was advertised on September 16, 2020 and September 19, 2020. On September 24, 2020, the City received and publicly opened two bids on the project. Bidder 1 was Etech Construction Inc located in San Antonio, Texas. Bidder 2 was Donald Hubert Construction located in Kingsville, Texas. The bids were \$99,300.00 and \$115,428.00. LNV is the project engineer and recommends awarding the project to Donald Hubert Construction Co. They are the responsive, responsible bidder submitting the low/best bid on the project.

LNv recommends awarding to the second low bidder due to their experience with Wastewater Treatment Plant Projects (WWTP). Donald Hubert Construction Co., Inc. has completed numerous WWTP Projects in the area. They just finished a project for the City of Gregory at their WWTP which included the construction of a new clarifier including a new concrete basin. They are also currently working on a USDA WWTP Project for the San Diego MUD #1. ETech has performed sewer line, water line, concrete and manhole rehab projects. They didn't list any WWTP experience. Please see the bidder's qualification form attached for reference.

Background:

The Capital Improvements Plan has two projects for South Wastewater Treatment Plant Improvement. The first project is to replace the isolation gate valves for the aeration and clarifier basins recommended as a median priority corrective action item. The second project is to modify the effluent line at the secondary clarifier recommended as a high priority corrective action item. Both projects were recommended based on a Capacity Study provided by Kimley-Horn in June 2017.



**City of Kingsville
Engineering Dept.**

Financial Impact:

Account No. 054-5-7002-72100 under Fund 054 has \$244,746.00 allocated for this project.

Recommendation:

Staff recommends:

1. Awarding the contract to Donald Hubert Construction in the amount of \$115,428.00.
2. Authorizing the City Manager to execute the contract.

Attachments:

Bid Tabulation – South 1.0 MGD WWTP Improvements Project

LNV Recommendation of Award

Donald Hubert Construction Qualifications

Etech Construction Inc Qualifications

Capacity Study for Kingsville, Texas South Wastewater Treatment Plant – Kimley-Horn

Kingsville's 5-year Capital Improvements Plan





engineers | architects | contractors

Solutions Today with a
Vision for Tomorrow

September 29, 2020

Mr. Mark McLaughlin, City Manager
City of Kingsville
400 West King Avenue
Kingsville, Texas 78363

**Re: City of Kingsville, Texas
South 1.0 MGD WWTP Improvements Project
Recommendation of Award**

Dear Mr. McLaughlin:

Bids were opened and read aloud on Thursday, September 24, 2020 for the above referenced project. Two (2) bids were received and the results are shown on the attached bid tabulation sheet. The responsive, responsible bidder submitting the low/best bid on the project is Donald Hubert Construction Company, Inc., P.O. Box 84, Kingsville, Texas 78364 with a Total Base Bid in the amount of \$115,428.00.

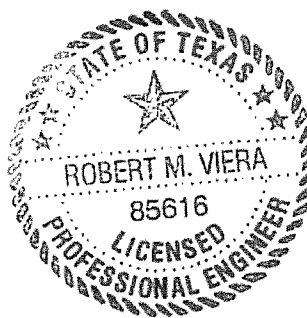
I have reviewed the Contractor's qualifications and bid documents, and it is my recommendation that the City award the project to Donald Hubert Construction Company, Inc. in the total amount of \$115,428.00.

Respectfully,

LNV

Engineers | Architects | Contractors
TBPE Firm No. F-366

Robert M. Viera, P.E.
Project Engineer



Attachment

U:\Kingsville\200239 South 1 MGD WWTP Improvement\000\03-Bidding\Recomm Letter.doc

City of Kingsville 5 year Utility Infrastructure CIP Program Beginning FY 20-21 thru FY 24-25

Project Description	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Comments
South Plant Clarifier (Primary)	\$ 535,000.00						Completed
Trailer Mounted Sewer Aerator	\$ 62,385.00						Purchased
Manhole Repairs (20)	\$ 168,988.00						Completed
Replace 18" Main from Corral to Santa Gertrudis (to the SWGO)	\$ 1,993,400.00						4700 LF (open cut)
13" Sewer Main Replacement Fort St. from 7th to 10th St.	\$ 839,038.00						1500 LF (minimal space due to utilities) Clay Line
North & South WWTP Blower	\$ 1,242,000.00						Replace Hoffman & Spencer backup blowers
Isolation Gates at South Plant	\$ 208,544.00						Replace existing
South Plant Re-roof	\$ 2,000,000.00						DEPAG Grant
Fine Bubble Process for WWTP			\$ 2,000,000.00				Efficiency
South Plant Effluent Line (Secondary Clarifier)			\$ 828,000.00				TECO requirement
SCADA Monitoring for North & South WWTP & Lift Stations			\$ 159,827.00				Upgrade system
Generator Fuel Tanks Repairs (4)			\$ 70,000.00				Sandblast, prime and paint
Backup generator Aluminum Shell (4)			\$ 25,000.00				Current covers rusting due to corrosive environment
Liftstation Grouting (9)			\$ 75,000.00				
Vacuum			\$ 235,440.00				
Electrical Panels North & South Plants & Liftstations				\$ 350,000.00			Replace existing unit
North & South WWTP UV Lights				\$ 845,456.00			Repairs to eliminate short circuit
6" Sewer main replacement in alley between Johnston & Fordyce St. from 17th to 18th				\$ 1,213,200.00			Upgrade for efficiency
North & South Plant Cement Work				\$ 411,492.00			replace clay line and reduce I&I
12" Sewer Main Replacement 10th Street from Ragland to Santa Gertrudis					\$ 400,000.00		Grit Chamber repairs
Manhole Repairs (20)					\$ 2,172,741.00		5850 LF
North & South Plant Ditch Filters					\$ 600,950.00		Reduce infiltration
South Plant Office Building						\$ 1,174,150.00	Phosphorous removal pending permit renewal requirements
Relocating Effluent Outfall from NWWT						\$ 80,891.00	Replace portable office building
						\$ 1,450,176.00	
						\$ 2,705,217.00	
Total	\$ 767,373.00	\$ 6,265,382.00	\$ 3,393,267.00	\$ 2,820,648.00	\$ 3,177,691.00	\$ 518,366,205.00	

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Etech Construction, Inc.

Date Organized: 2003

Address: PO Box 690504 San Antonio, TX 78269

Date Incorporated: 2003

Number of Years in contracting business under present name: 17

CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
CDBG 7219012	\$237,000.00	01/2021
CDBG 7218269	\$69,900.00	12/2020

Type of work performed by your company:

Utilities, Concrete, Paving

Have you ever failed to complete any work awarded to you?

No

Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include projects of a similar nature):

Project	Amount \$	Mo/Yr Completed
Moore Water Supply Corp	\$29,900.00	08/2020
CDBG 7218269	\$168,988.00	02/2020
CDBG 7217369-Poteet Sanitary Sewer	\$77,180.00	11/2019
Hondo Sanitary Sewer Rehab	\$49,900.00	12/2018

Major equipment available for this contract:

•321D CAT Excavator •307 CAT Excavator •420 E CAT Backhoe •590 SM & 590 SL CASE Backhoe
•60 Pc Komatsu Excavator •Lobo Vibrator Roller •Dump Trucks •Vibrating Plates •Concrete Saws

Attach resume(s) for the principal member(s) of your organization, including the officers as well

as the proposed superintendent for the project.

Credit available: \$ 20,000.00

Bank

reference: RBFCU-Rey Sanchez (800) 580-3300

The undersigned hereby authorizes and requests any person, Firm, or corporation to furnish any information requested by the City of Kingsville, Texas in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 23 day of September 2020

By: (signature) 

Title: President

(print name) Jonathan Green

Statement of Bidder's Qualifications

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: Donald Hubert Construction Co, Inc.

Date Organized: August 1993

Address: P.O. Box 84 Kingsville, Texas 78363

Date Incorporated January 14, 1999

Number of Years in contracting business under present name 25:

Are you a Section 3 business: (see below) ☐ Yes ☐ No

Section 3 Business Concerns:

- a.) Businesses that are 51 percent or more owned by Section 3 residents;
- b.) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c.) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d.) Businesses located within the Grant Recipient's jurisdiction that identify themselves as Section 3 Business Concerns because they provide economic opportunities for low-and very low income persons.

CONTRACTS ON HAND:

Contract	Amount \$	Completion Date
<u>City of Kingsville-HWY 77 Utilities Relocation</u>	<u>\$497,131.00</u>	<u>03/20/2020</u>
<u>San Diego MUD-WWTP Improvements</u>	<u>\$1,480,770.00</u>	<u>02/01/2021</u>
<u>City of Gregory-WTP Improvements</u>	<u>\$281,450.00</u>	<u>12/01/2020</u>

Type of work performed by your company:

General & Utilities Contractor

Have you ever failed to complete any work awarded to you?

No

Have you ever defaulted on a contract? No

List the projects most recently completed by your firm (include project of similar nature):

Project	Amount \$	Mo/Yr. Completed
City of Kingsville- Water Well #25	\$696,625.00	09/2016
City of Gregory-EDA Lift Sta., FM, & WTP Imp.	\$882,069.00	08/2013
City of Gregory- WWTP	\$269,974.13	04/2017

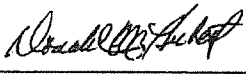
Major equipment available for **this** contract:

Back Hoe, Dump Truck, Skid Loader, Trailer, Pickups

Credit available: \$ 300,000.00 Bank reference:
1st Community Bank 2525 Brahma Blvd. Kingsville, TX 78363 (361)592-8002

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Kingsville, Texas in verification of the recitals comprising this Statement of Bidder's Qualifications.

Executed this 24th day of September, 2020.

By: (signature) 

Title: President

(print name) Donald W. Hubert

BID TABULATION

Client Name City of Kingsville
 Project Name South 1.0 MGD WWTP Improvements Project
 Date: Thursday, September 24 at 2pm

LNV, INC
 801 NAVIGATION, SUITE 300
 CORPUS CHRISTI, TX 78408
 PHONE: 361.883.1984
 FAX: 361.883.1986

			Etech Construction Inc. P.O. Box 690504 San Antonio, TX 78269		Donald Hubert Construction P.O. Box 84 Kingsville, TX 78364	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	TOTAL PRICE
BASE BID						
A-1	230	LF	REMOVE EXISTING 10" EFFLUENT LINE AND REPLACE WITH 24" PVC EFFLUENT LINE	\$110.00	\$25,300.00	\$150.00
A-2	1	LS	24" 45 DEGREE BEND	\$2,500.00	\$2,500.00	\$4,440.00
A-3	1	LS	24" GATE VALVE & BOX	\$10,000.00	\$10,000.00	\$21,958.00
A-4	100	LS	TRENCH SAFETY	\$20.00	\$2,000.00	\$20.00
A-5	1	EA	24" EFFLUENT LINE TIE-IN BYPASS PUMPING, ETC. AS NECESSARY	\$25,000.00	\$25,000.00	\$12,530.00
A-6	1	LS	CONCRETE EFFLUENT LINE TRANSITION BOX	\$5,000.00	\$5,000.00	\$11,500.00
A-7	1	LS	FIVE (5) NEW 10" CORES INTO EXISTING CLARIFIER TROUGH AND EXTEND THE FIVE (5) NEW AND THE ONE (1) EXISTING 10" EFFLUENT LINE TO PROPOSED TRANSITION BOX	\$18,000.00	\$18,000.00	\$6,500.00
A-8	2	EA	REMOVE AND REPLACE 18" CANAL GATE & HAND WHEEL ASSEMBLY (361 STAINLESS STEEL) TO INCLUDE ANCHORING, BYPASS PUMPING, ETC. AS NECESSARY	\$5,000.00	\$10,000.00	\$8,750.00
A-9	10	SY	CONCRETE SIDEWALK REPAIR	\$150.00	\$1,500.00	\$450.00
BASE BID SUB-TOTAL:					\$99,300.00	\$115,428.00

Prepared by
 LNV, INC

BID TABULATION

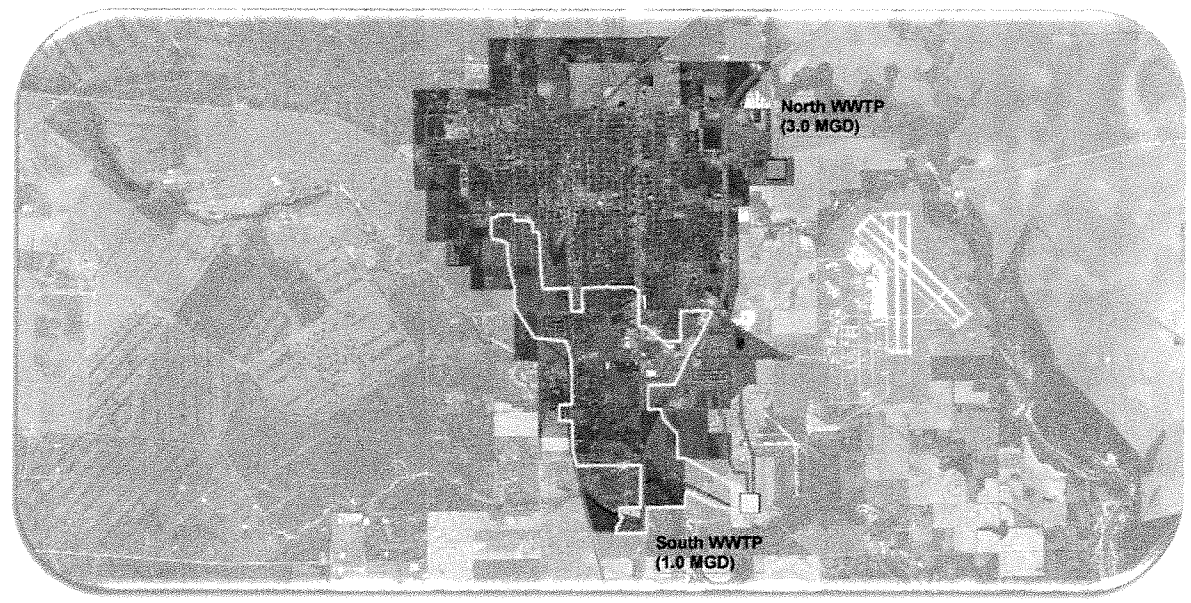
** DENOTES ERROR IN BID*

Title Capacity Study

Title

Kingsville, Texas

Site Name South Wastewater Treatment Plant



JUNE 2017

Client Reference: Resolution 2016-90
Project Number: 067796300

Prepared for:



Prepared by:

Kimley»»Horn

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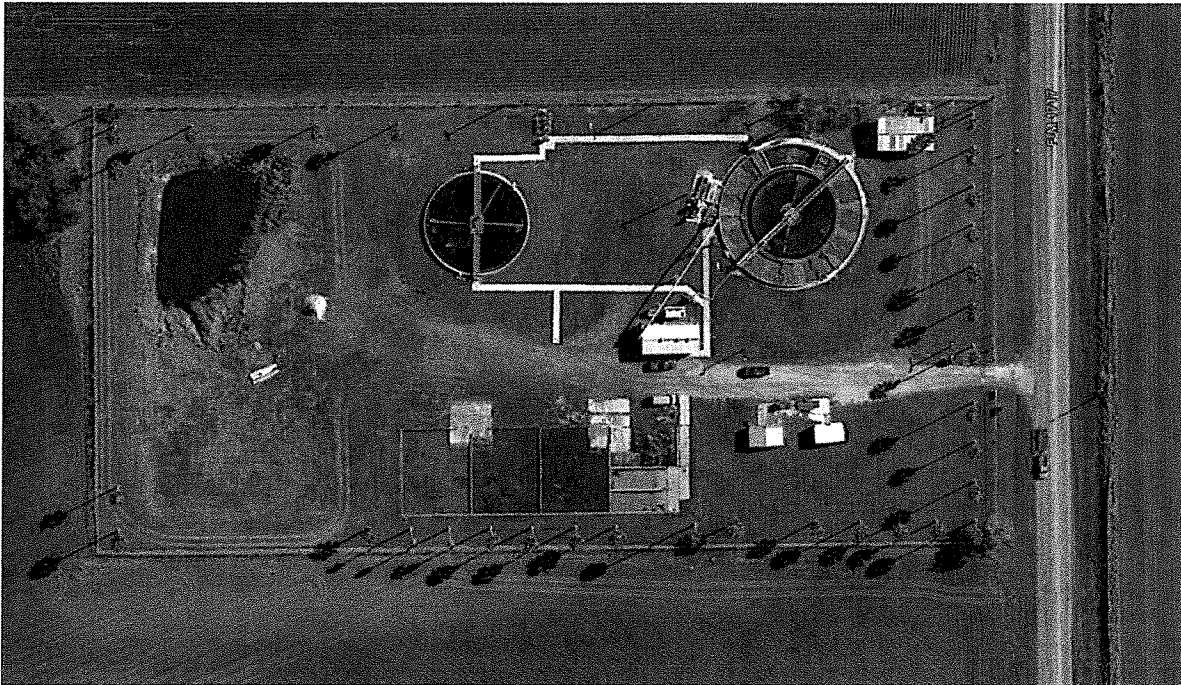
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Section 1 - CAPACITY REPORT SUMMARY

Kimley-Horn and Associates, Inc. conducted a capacity study for The City of Kingsville. The City owns and operates a wastewater treatment plant (WWTP) with a permitted capacity of 1.0 million gallons per day (MGD). Figure 1 shows the 2016 aerial photograph of the WWTP. This report analyzes the South WWTP to determine if the existing plant capacity is sufficient for current and projected collection system loads. The report includes analysis of wastewater influent flow and loading, review of current design and condition of existing facilities, document current WWTP processes against applicable requirements in the Texas Administrative Code (TAC).

Based on historic data, the permitted capacity of the WWTP is sufficient for current flows and loading. Average effluent flows have not exceeded 75% of design flow in the past four years of data records. Expansion is not currently required.

Monthly average flows over the past four years are approaching the TAC capacity criteria. Due to the small flow volume, and significant volatility in influent flow, this report was required to project future flows. Based on the flow projections documented in this report, the facility will require expansion as soon as 2021. If the average flow increases faster due to significant development in the service area, then the plant will require expansion earlier than 2021.



Section 2 - FLOW AND LOADING ANALYSIS

Future flow projections can be based on several factors, but are typically based on a combination of historical trends and projected growth estimates. This section documents the analysis of influent flow and strength to determine loading to the WWTP. This section also projects average daily flows for three growth projections.

Texas Administrative Code §217.2 defines the term Annual Average Flow (AAF) as "The arithmetic average of all daily flow determinations taken within a period of 12 consecutive months". Table 1 lists the historic daily average flows by month and the AAF per TAC calculation for the past four years. **Appendix A** includes the historical flow data.

Month	2013 Flow (MGD)	2014 Flow (MGD)	2015 Flow (MGD)	2016 Flow (MGD)	2017 Flow (MGD)
January	0.40	0.05	0.67	0.48	0.47
February	0.34	0.05	0.53	0.48	0.48
March	0.28	0.06	missing	0.54	0.54
April	0.31	0.07	0.61	0.48	0.51
May	missing	0.20	0.67	0.55	
June	0.31	0.37	0.59	0.65	
July	0.33	0.38	0.49	0.49 **	
August	0.35	0.35	0.47	0.54	
September	0.34	0.59	missing	0.51	
October	0.11	0.19	0.56	0.51	
November	0.58	0.23	0.50	0.48	
December	0.56	0.69 *	0.48	0.45	
AAF	0.36	0.27	0.56	0.51	

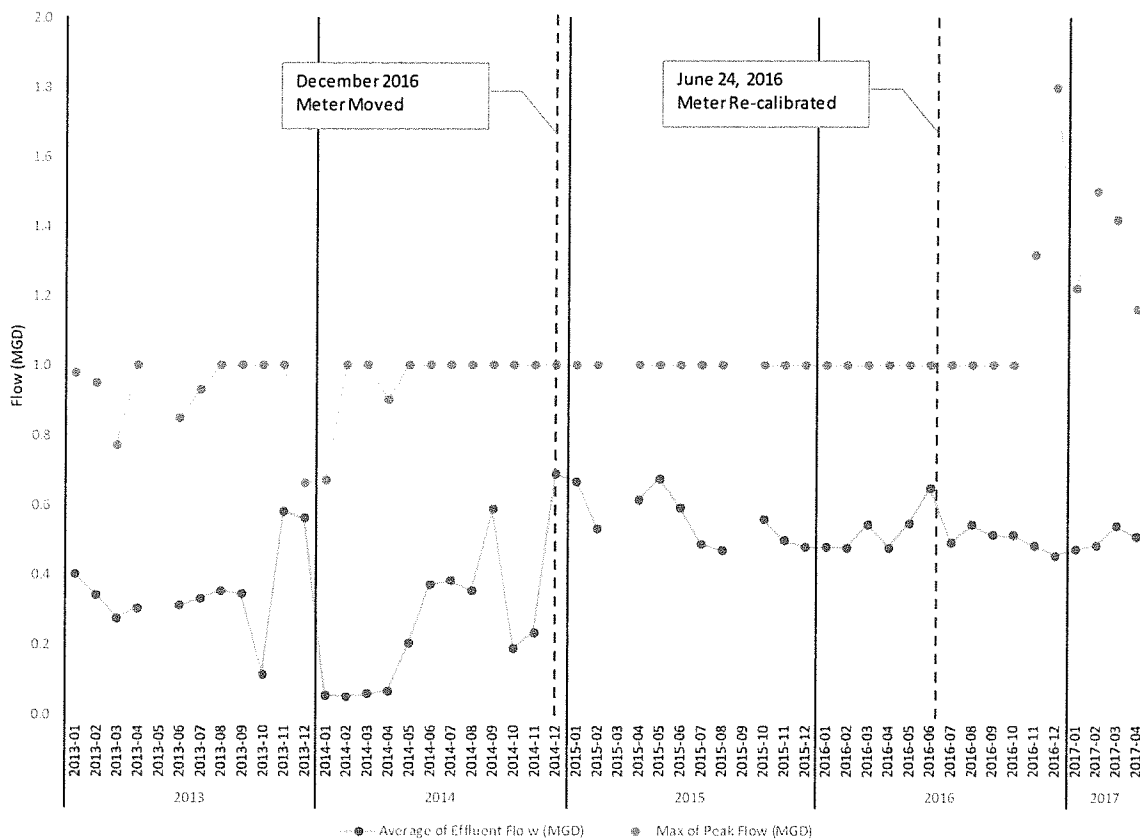
Over the period recorded in Table 1, the WWTP has experienced two events which impact the historical data. In December of 2014, the City moved the flow meter in response to a TCEQ inspection. **Appendix B** includes the documentation of this meter relocation. In late June of 2016, the City re-calibrated both the flow meter and the chart data recorder. **Appendix B** includes documentation of the calibration. Based on the significant differences in peak flow measurements recorded after the re-calibration, this report focuses on the data collected after re-calibration. Figure 2 displays the historical flow data in a graphical format. The meter operational changes are shown as red dashed lines.

Per the effluent limitations section of the TCEQ discharge permit, the permitted flow for the South WWTP is 1.0 MGD as an annual average. The annual average flow of effluent shall not exceed 1.0 MGD, nor shall the average discharge during any two-hour period (2-hour peak) exceed 2,756 gpm. The permit has a built-in peaking factor of 4.0. **Appendix C** includes a copy of the current discharge permit.

Texas Administrative Code §305.126 includes Additional Standard Permit Conditions for Waste Discharge Permits. These conditions state:

- Planning required at 0.75 MGD average flow. - "Whenever flow measurements for any sewage treatment plant facility in the state reaches 75 percent of the permitted average daily or annual average flow for three consecutive months, the permittee must initiate engineering and financial planning for expansion and/or upgrading of the wastewater treatment and/or collection facilities."
- Begin construction at 0.9 MGD average flow. - Whenever the average daily or annual average flow reaches 90 percent of the permitted average daily flow for three consecutive months, the permittee shall obtain necessary authorization from the commission to commence construction of the necessary additional treatment and/or collection facilities.

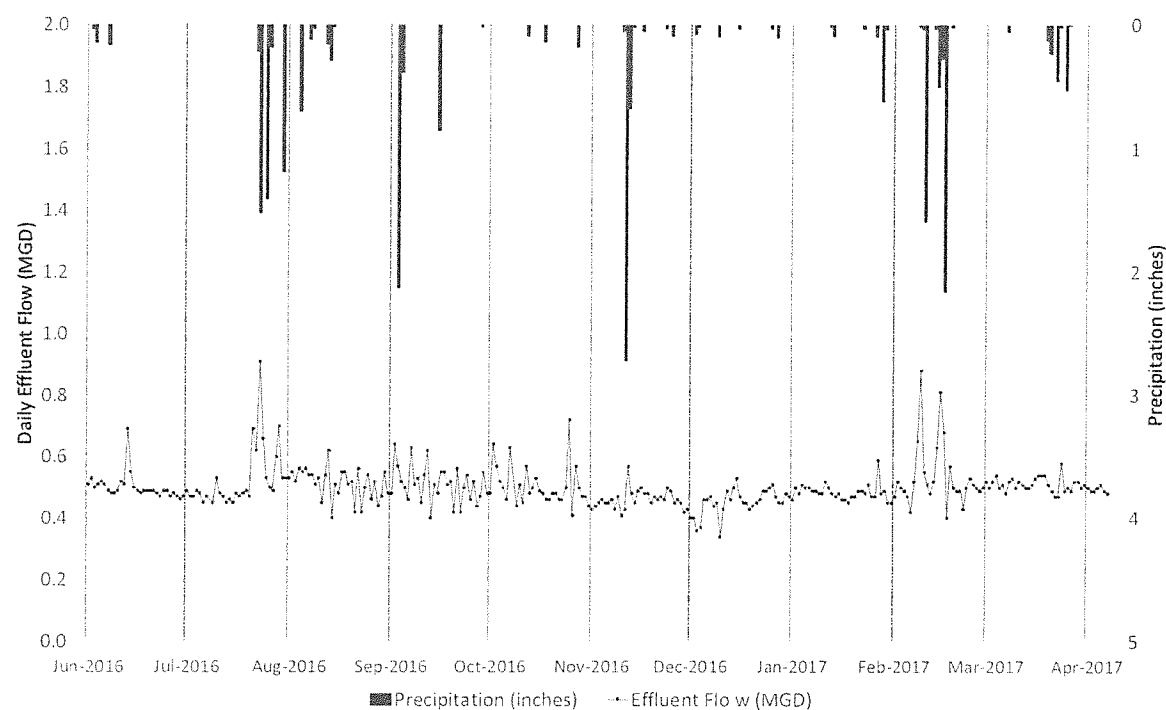
Because the historic average annual flows are less than the TAC criteria of 0.75 MGD, the permit does not require the WWTP to begin design for expansion.



Operations staff have observed issues with the totalizing meter. Specifically, during certain periods of time, the meter appeared to cap peak hour readings at 1.0 MGD, even when apparent flows were higher. The meter was re-calibrated in September 2016. Comparison of the meter readings to the physical chart data records shows high correlation between the data charts and the totalizer record. This report

recommends downloading the fifteen minute records from the Siemens Milltronics OCM III meter for further analysis.

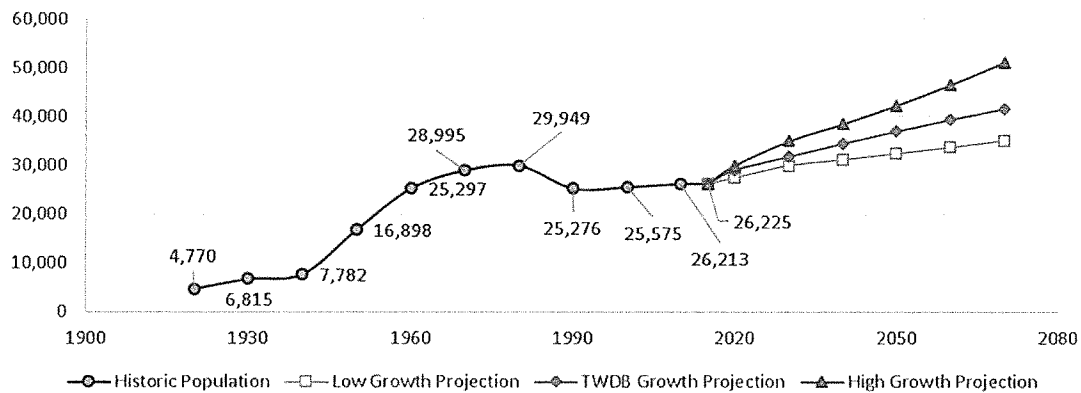
Daily flow is significantly influenced by precipitation. Figure 3 shows the graphical relationship between periods of rainfall (shown as blue bars from the top of the graph) and treatment plant daily flow (shown as green dots). This relationship is characteristic of systems that experience infiltration and inflow (I/I) into the collection system. The flows on the graph are effluent flows, which are attenuated due to the capacity of the treatment basins. Influent flows are not measured at the WWTP, but would be expected to run higher than effluent flow measurements during precipitation events.



The historical high average daily flow was 0.69 MGD in December 2014. For the year of 2016, the high flow was 0.65 MGD which was experienced in June 2016. Both of these measurements are below the 75% criteria.

The City of Kingsville city limits covers an area of approximately 14 square miles, or 8,895 acres. The first column in Table 2 lists the historic populations per 2010 US Census data and the 2015 estimate. Texas Water Development Board (TWDB) projections are supplied in the third column. While TWDB estimates tend to be conservative, the Kingsville projections only include a 1.00% annual growth rate in the first year, and declining rate each year thereafter. To bracket the potential growth, this report also provides a low annual growth rate of 0.45%, and a high annual growth rate including a steady 1.00% growth. Figure 4 shows the City growth projections graphically. Figure 4 also shows the historic census population data for historic context.

Date	Historic Population	Low Growth Projection	TWDB Growth Projection	High Growth Projection
1920	4,770			
1930	6,815			
1940	7,782			
1950	16,898			
1960	25,297			
1970	28,995			
1980	29,949			
1990	25,276			
2000	25,575			
2010	26,213			
2015		26,225	26,225	26,225
2020		27,500	29,080	30,000
2030		30,000	31,857	35,000
2040		31,200	34,505	38,500
2050		32,448	37,057	42,350
2060		33,745	39,450	46,585
2070		35,094	41,689	51,243



-

Per 2010 US Census data, the majority of Kingsville's population density is located in the larger North basin. Figure 6 shows the block level population densities in both basins. Census block data shows that the south basins have a population of 4,957, or approximately **19%** of the city population.

Because the north service area is closer to build-out, there is more potential for growth in the south service area. The 2008 Kingsville Master Plan projects 481 additional people in the South service area. Table 3 lists the developments anticipated in that plan. Based on the undeveloped area in the basin, there is room for additional growth.

Name	Units	Estimated Population
Las Palmas	24	56
Carriage Park Estates	38	88
Santa Gertrudis Arroyo Estates	18	42
Victorian Country Estates	13	30
Paulson Falls	115	265
Total	208	481

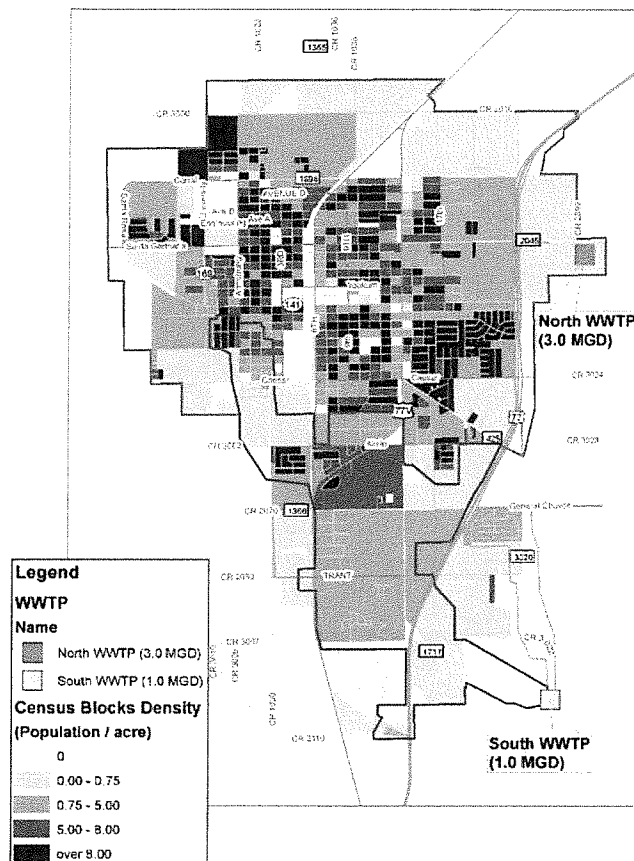
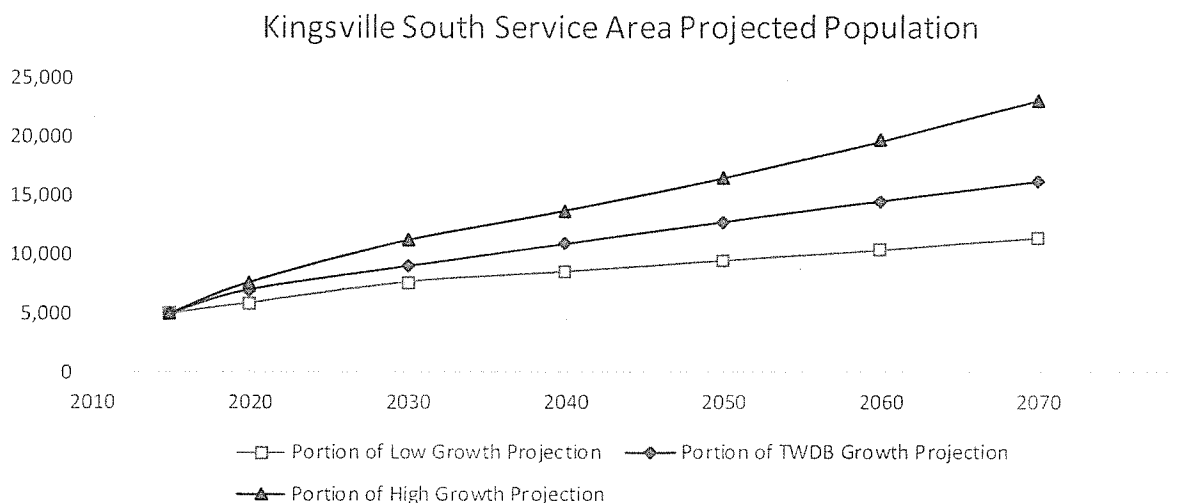


Table 4 splits the total City population proportionately across the basins based on the census block data to project the growth for the South WWTP service area.

Date	Historic Population	Portion of Low Growth Projection	Portion of TWDB Growth Projection	Portion of High Growth Projection
2010	4,957	4,957	4,957	4,957
2015		4,965	4,965	4,965
2020		5,858	6,964	7,608
2030		7,633	8,936	11,158
2040		8,497	10,842	13,678
2050		9,408	12,705	16,488
2060		10,368	14,476	19,622
2070		11,379	16,155	23,116

Figure 7 shows the low, moderate, and high growth projections for the South Service Area graphically.



In 2015 the average flow to the South WWTP was 0.56 MGD and the South service area population was approximately 4,965. This calculation yields 112 gallons per day per capita. Non-residential flow may account for the additional rate over the commonly used 100 gallons per capita. This report uses 110 gallons per capita to determine the projected future flows based on the South service area population projections.

Date	Historic Average Flow	Low Growth Average Flow	TWDB Growth Average Flow	High Growth Average Flow
2013	0.36			
2014	0.27			
2015	0.56			
2016	0.51	0.51	0.51	0.51
2020		0.64	0.77	0.84
2030		0.84	0.98	1.23
2040		0.93	1.19	1.50
2050		1.03	1.40	1.81
2060		1.14	1.59	2.16
2070		1.25	1.78	2.54

Figure 8 shows the projections graphically. Also, the figure includes the thresholds of 0.75 MGD and 0.90 MGD representing the TCEQ requirements for expansion design and construction.

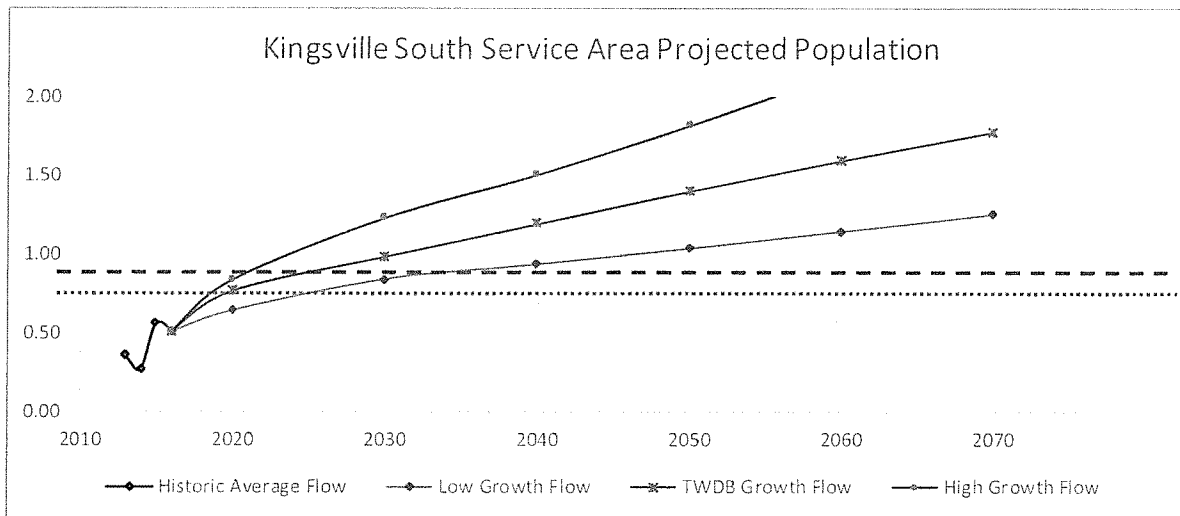
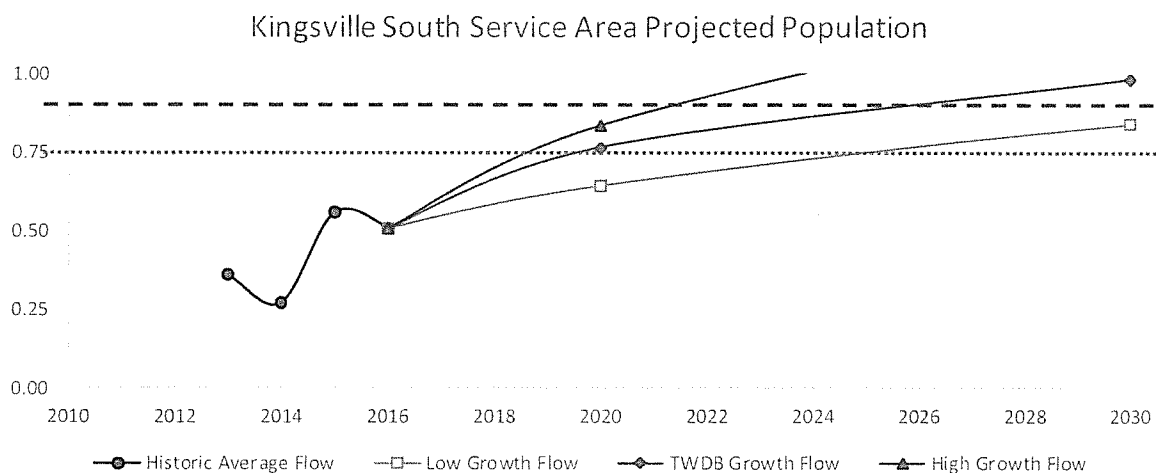


Figure 9 zooms into the timeframe from 2010 to 2030. This figure shows that the soonest that the projected flow will exceed the TCEQ criteria to begin design for expansion would be third quarter (Q3) of 2018, and requiring construction in Q2 of 2021. If the low growth estimate occurs, then the design would not have to begin until 2024. Based on the TWDB projections, design should start in 2019.



The current South service area population is approximately 4,960. Based on the 110 gallon per capita rate, a South service area population of 6,820 will trigger design requirements. A service area population of 9,090 will trigger construction requirements. Significant non-residential developments requiring high water use and sewer discharge will alter these projections.

Table 6 summarizes the average, standard deviation, minimum, average plus one standard deviation, and maximum values over the historic four-year data period.

Parameter	Average	Standard Deviation	Min	Average plus STD	Max
Influent BOD (mg/L)	119.44	41.0	45.1	160.48	210.00
Influent TSS (mg/L)	87.95	34.3	6.2	122.34	176.00
Influent pH	7.46	0.19	7.06	7.66	7.87
Influent Temp.	23.32	2.17	19.1	25.49	27.10
Contact MLSS	5394.08	1853.29	880	7247.38	12690.00
Contact Settleable (%)	0.62	0.28	0.04	0.91	1.00
Reaeration MLSS	5336.86	2023.43	870	7360.30	13930.00
Reaeration Settleable (%)	0.66	0.28	0.04	0.94	1.00
Digester MLSS	6893.83	2086.42	630	8980.25	14570.00
Digester Settleable (%)	0.78	0.22	0.1	1.01	1.00
Peak Flow (MGD)	0.80	0.27	0.01	1.08	1.80
Effluent BOD (mg/l)	2.25	1.53	0.33	3.79	21.00
Effluent TSS (mg/l)	5.12	3.54	0.4	8.67	45.50
Effluent NH3 (mg/l)	1.16	3.27	0.007	4.44	27.07
Peak Flow (MGD)	4.07	78.29	1	82.37	598.00
Fecal Coliform (#100/ML)	40.58	58.83	0	99.41	489.00
Effluent Dissolved Oxygen (mg/l)	6.56	0.74	0.88	7.31	8.61
Effluent pH	7.72	0.30	6.81	8.02	8.80

These values were used to calibrate the BioWin model.

Section 3 - CURRENT PROCESS DESCRIPTION

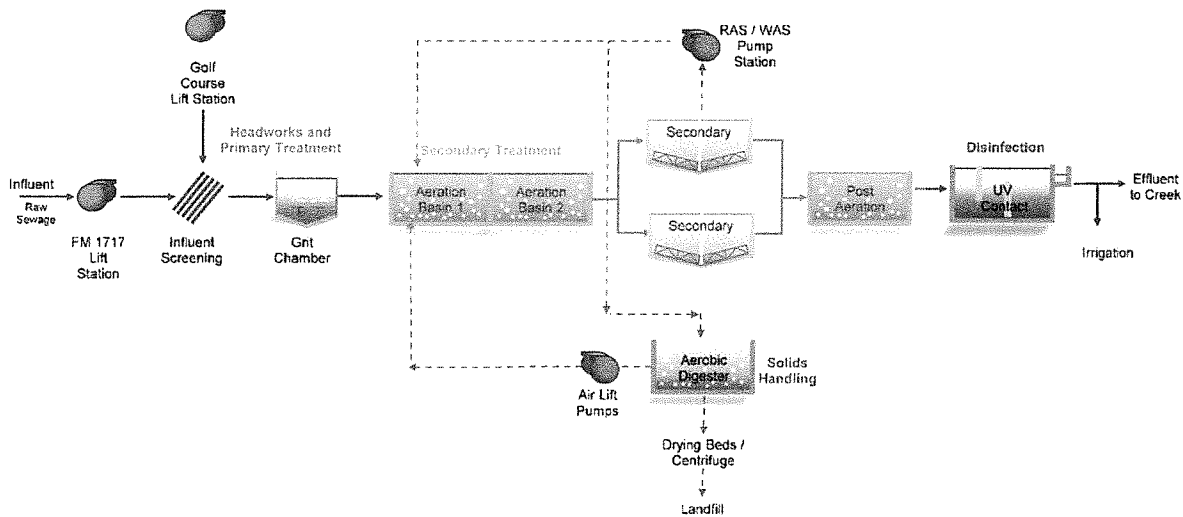
This section summarizes the existing treatment units and operational scheme at the South Wastewater Treatment Plant (WWTP).

The City of Kingsville, Texas operates the South WWTP under Texas Commission on Environmental Quality discharge permit number WQ0010696004. The permit was last issued in December 2015, and expires July 2020. The plant is located on an approximately 5-acre parcel north of Farm-to-Market Road 1717 in Kleberg County. The parcel is approximately 320-feet by 690-feet.

The plant was designed and constructed in the following projects:

- Original Plant: Smith and Russo in 1977
- Modifications: Smith and Russo and FNI in 1994
- Expansion: LNV in 2012
- FM 171 Lift Station: LNV in 2005

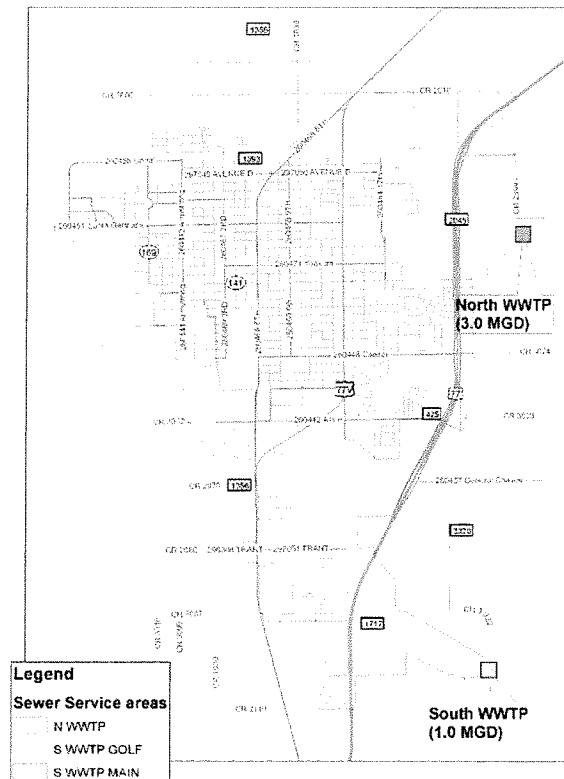
The plant operates in activated sludge mode, provides secondary treatment through conventional activated sludge process, and discharges treated effluent via a pipe eventually reaching San Fernando Creek. Figure 10 shows the process flow diagram for the WWTP.



Two basins in the Kingsville sewer collection system drain to the South WWTP.

A smaller basin (approximately 230 acres) drains from the north, with a lift station near the golf course on FM 3320. The sewer trunk line from the golf basin is 12- inches in diameter. Figure 11 shows the South WWTP main basin in dark green.

The larger southern basin (approximately 1,977 acres) drains from the west of the WWTP via a 10-inch diameter pipe. Figure 11 shows the South WWTP golf basin in light green. The FM 1717 Lift Station is located upstream of the WWTP in this basin.

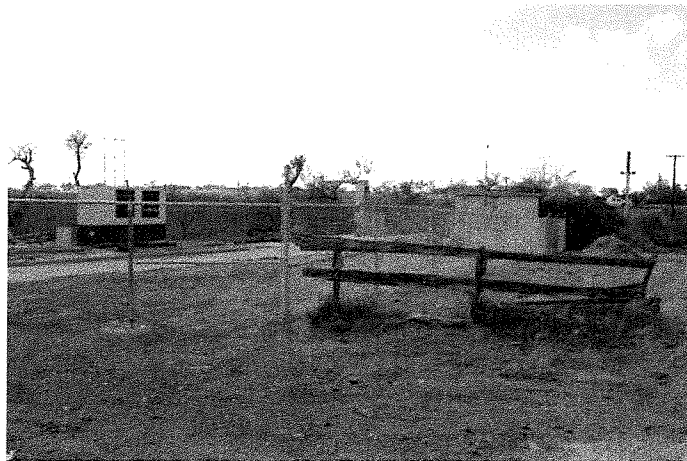
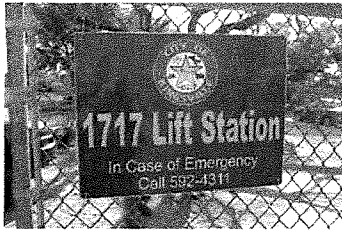


The lift station adjacent to 1221 Farm-to-Market Road 1717 provides flow from the collection system to the WWTP. The lift station consists of three 20 horsepower (HP) submersible pumps (Flygt NP-3153.181 with 455 impellers and 4-inch discharge), a backup generator, and a small building housing a Peeco control panel and SCADA panel. The design point for both pumps is 616 gallons per minute (gpm) at 78.5 feet of head.

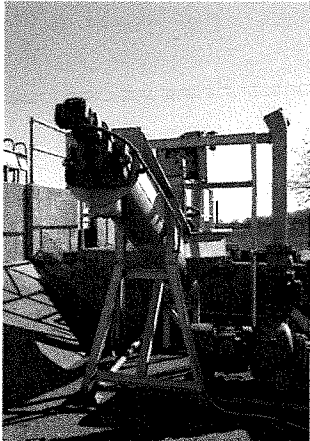
The force main for the FM 1717 lift station runs from the station along FM 1717 directly to the South WWTP. Figure 12 shows photographs of the lift station.

The wet well for the FM 1717 has the following dimensions, according to record drawings (LNV 2005):

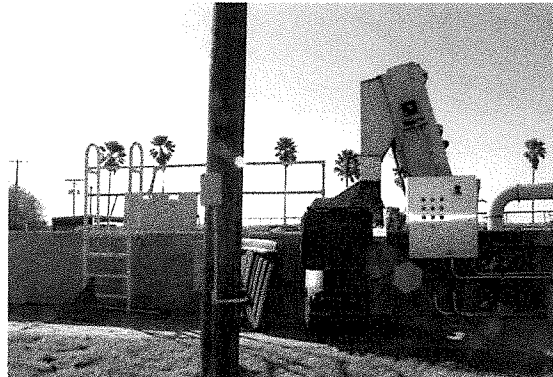
- Interior Width: 10-feet 0-inches
- Interior Length: 14-feet 0-inches
- Interior Depth: 15-feet 4-inches
- Influent Pipe Diameter: 18-inches
- Influent Flow Line: 38.0-feet



The WWTP Headworks consists of grit removal system, a Parshall flume for flow measurement, bar screening and splitter boxes.

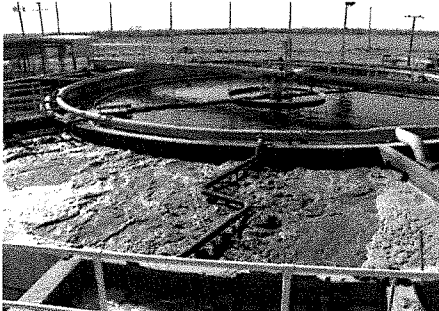
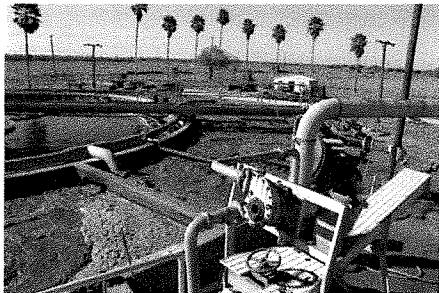
<p>Manufacturer: Krebs Engineers (Tuscon, AZ)</p> <p>Condition: disconnected</p> <p>Model: D10LB-S844-SDM</p> <p>Serial: not readable</p>	
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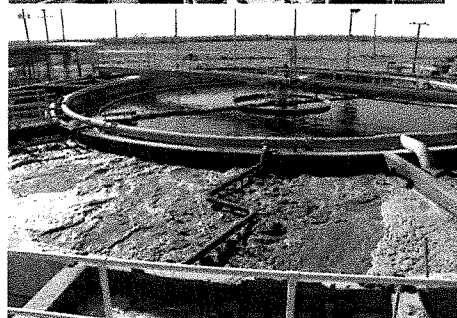
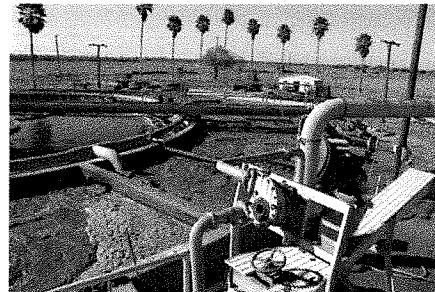
Manufacturer:	Kusters Water Control (Spartanburg, SC)	
Product:	Multi-Rake Bar Screen ProTechtor	
Model:	WT MRS 572x75/6	
Material:	316 SS	
Model:	500.50/26	
Order:	WT58236-03	
Bar Spacing:	6	mm
Channel Dimension:	36	inch
Channel Height:	36	inch
Angle:	75	degree
Install Date:	2012	

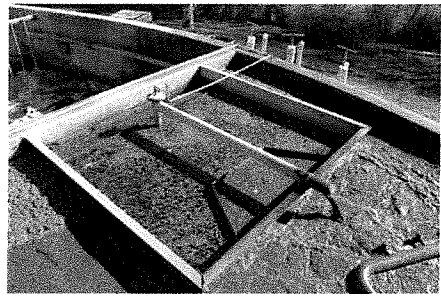
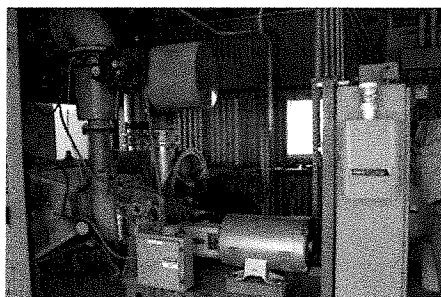


The WWTP aeration system consists of two coarse bubble aeration basins and a post aeration basin.

Drive:			
	Manufacturer	SEW-Eurodrive	
	Type:	RF97AD4ZRTSFA47DRS71S4/C/D H	
	SO:	880135089.14.14.001	
Aeration Basin 01:			
	Surface Area:	1560	square feet
	Depth:	15	feet
	Volume:	23,400	cubic feet
	Volume:	175,044	gallons
Aeration Basin 02:			
	Surface Area:	774	square feet
	Depth:	15	feet
	Volume:	11,610	cubic feet
	Volume:	86,849	gallons
Post Aeration Basin:			
	Surface Area:	602	square feet
	Depth:	15	feet
	Volume:	9,030	cubic feet
	Volume:	67,549	gallons

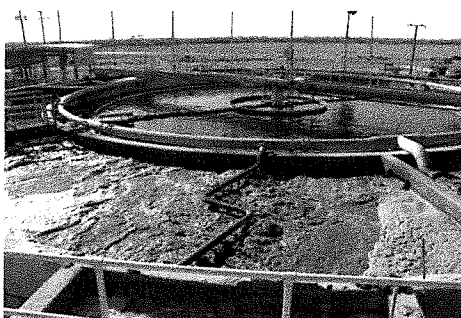





Air Lift Basin:			
Surface Area:	75	square feet	
Depth:	14	feet	
Volume:	1,050	cubic feet	
Volume:	7,855	gallons	
Blower:			
Manufacturer:	Turblex		
Capacity:	scfm to 2900 scfm		

Clarification System

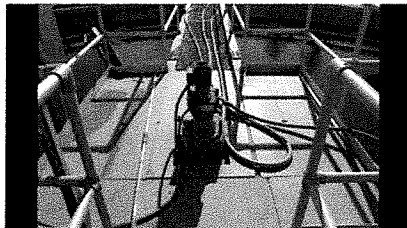
The WWTP clarification system consists of two clarifiers and a polymer feed system.

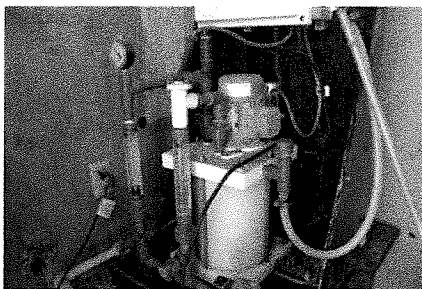
Clarifier 1:			
Diameter:	70	feet	
Surface Area:	3848	square feet	
Depth:	14	feet	
Volume:	53,878	cubic feet	
Volume:	403,038	gallons	
Clarifier 2:			
Influent Line Diameter:	20	inch	
Effluent Line Diameter:	10	inch	
Sludge Line Diameter:	6	inch	
Scum Line Diameter:	4	inch	
Basin:			
Manufacturer:	Walker Process Co (Aurora, IL)		
Type:	RSP-FRST		

Serial Number: Q20770A		
Installed: Sep-12		
Diameter: 70 feet		
Side Depth (wall): 15.083333 feet		
3		
Side Water Depth 14.96875 feet		
(per spec):		
Side Water Depth 15.1 feet		
(shallow):		
Side Water Depth 17.7 feet		
(deep):		
Side Water Depth 16.4 feet		
(average):		
Surface Area: 3848 square feet		
Volume: cubic feet		
63,211 feet		
Volume: gallons		
472,850		

Gear Motor:		
Manufacturer: SEW Eurodrive		
Output Speed: 32 rpm		
Motor HP: 0.75 hp		
Collector Arm:		
Rotation Speed: 0.0479 rpm		
Arm Tip Velocity: 10.388 fpm		
Gear Torque: 20000 ft-lb		

Polymer Feed System:		
Manufacturer: ProMix-S		

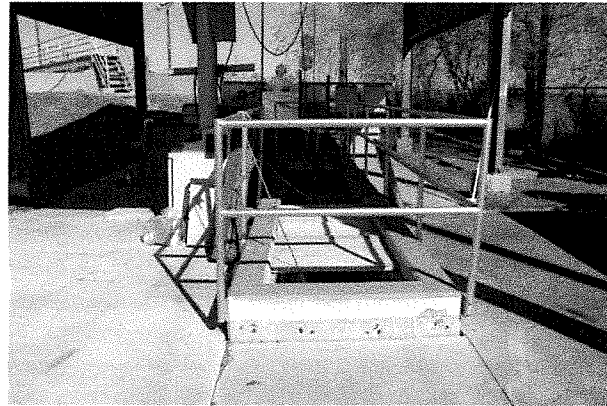




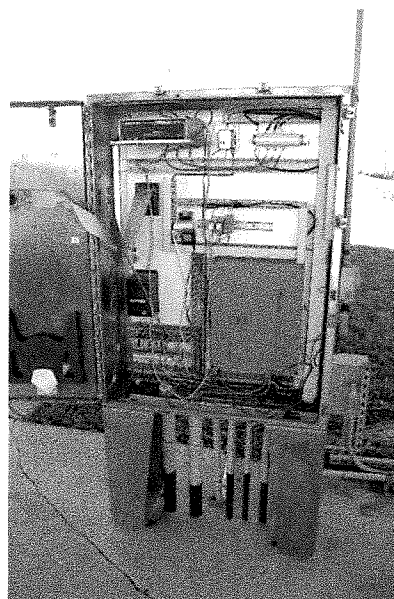
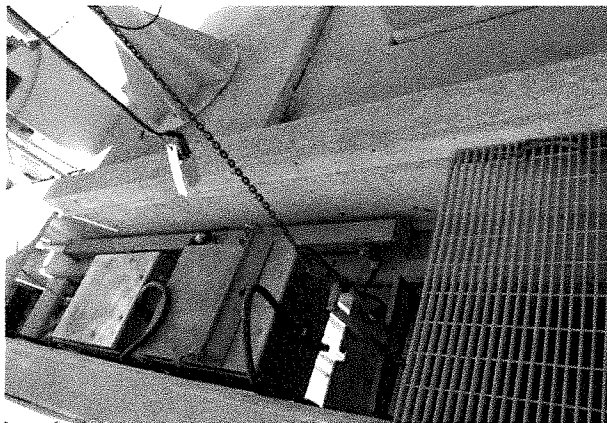
The WWTP disinfection system consists of an ultraviolet contact basin.

UV Disinfection System:

Manufacturer:	Radiant
Model:	Always Pure 22A0501
Lamps:	High Output 11D6490
Length:	58-inches
Count:	80
Sleeves:	Silicon Dioxide Quartz

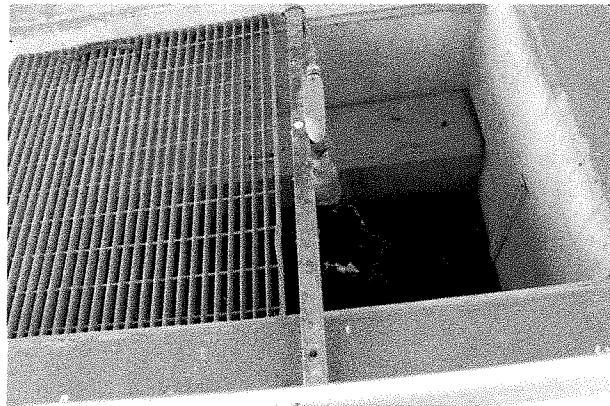
**UV Disinfection Control:**

Manufacturer:	Infilco Degremont
Model:	Aquaray 40
Intensity	Snap-on
Monitor:	Photocell
Part:	59787-G01

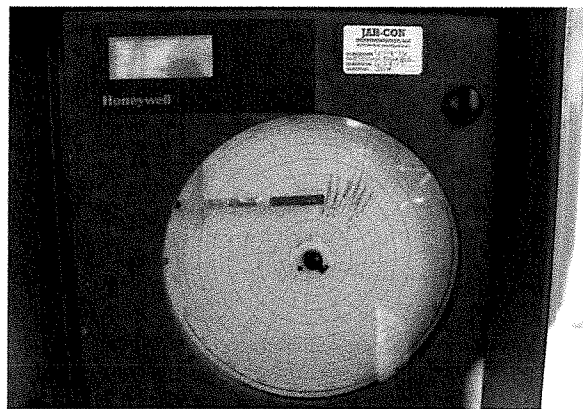


The Effluent Meter system includes one ultrasonic flow monitor.

Siemens Milltronics OCM III Open Channel Flow Monitor

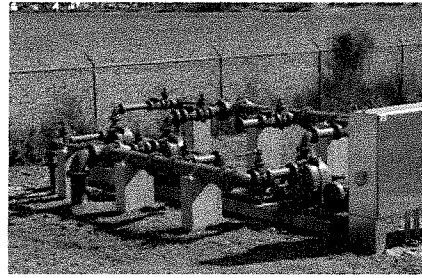


Honeywell Chart Recorder




The WWTP Sludge System includes three Return Activated Sludge (RAS) / Waste Activated Sludge (WAS) pumps and a scum pump.

Pump 1:	Pump Purpose:	Sludge (RAS and WAS) from Clarifier 2
	Motor Manufacturer:	Baldor (Ft. Smith, AR)
	Motor Spec:	09P011Y583G1
	Motor HP:	20
	Motor RPM:	1765
	Pump Manufacturer:	Pioneer Pump
	Pump Model:	P4097L72-HO-20-4
	Pump Pkg:	SPBBP4-024
	Pump Serial Number:	PP100-3
	Pump Trim:	9.75
	VFD:	Mitsubishi F700
Pump 2:	Missing	
Pump 3:	Pump Purpose:	Sludge (RAS and WAS) from Clarifier 2
	Motor Manufacturer:	Baldor (Ft. Smith, AR)
	Motor Spec:	09P011Y583G1
	Motor HP:	20
	Motor RPM:	1765
	Pump Manufacturer:	Pioneer Pump
	Pump Model:	P4097L72-HO-20-4
	Pump Pkg:	SPBBP4-024
	Pump Serial Number:	PP19903
	Pump Trim:	9.75
	VFD:	Mitsubishi F700
Pump 4:	Pump Purpose:	Scum from Clarifier 2
	Motor Manufacturer:	Baldor (Ft. Smith, AR)
	Motor Spec:	37H244S518G3
	Motor HP:	10
	Motor RPM:	1770
	Pump Manufacturer:	Pioneer Pump
	Pump Model:	P3087L72-HO-10-4
	Pump Pkg:	SPBBP3-021
	Pump Serial Number:	PP19910
	Pump Trim:	8.75
	VFD:	none



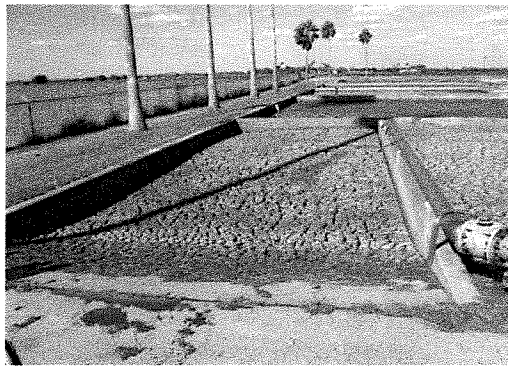
The WWTP digester system consists of one Aerobic Digester.

Digester Basin:			
Surface Area:	1400	square feet	
Depth:	15	feet	
Volume:	21,000	cubic feet	
Volume:	157,09	gallons	
	1		




The WWTP has five active sludge beds. The two sludge filter beds are approximately 32-feet by 16-feet each.

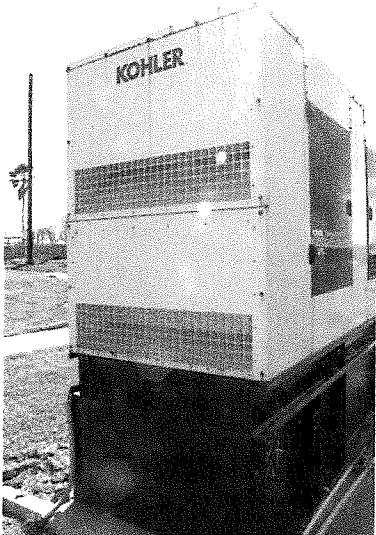
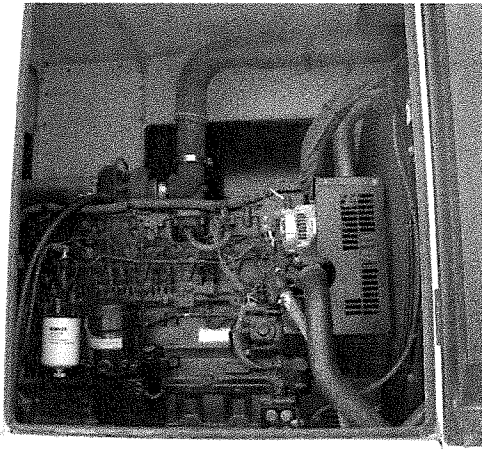
Bed 1:			
Width:	15	feet	
Length:	30	feet	
Surface Area:	450	square feet	
Depth:	2.17	feet	
Ramp Length	10	feet	
Drain:	1/16" by 8" wide 304 SS plate		
Drain Line Diameter:	8	inch	



Bed 2:			
Width:	15	feet	
Length:	30	feet	
Surface Area:	450	square feet	
Depth:	2.17	feet	
Ramp Length	10	feet	
Drain:	1/16" by 8" wide 304 SS plate		
Drain Line Diameter:	8	inch	



Appendix D includes the Electrical Evaluation performed for the WWTP. The backup power system includes one generator sized to operate the entire plant.

Manufacturer: Kohler (Kohler, WI) Model: 275REOZJE Serial: 2307588 Spec: GM66100-GA6 Mfg Date: 8/2010 Hz: 60 RPM: 1800 Fuel: diesel phase: 3 KW: 275 KVA: 344 Power Factor: 0.58 Voltage: 277/480 Amps: 413	
Motor Manufacturer: John Deere (Moline, IL) Engine Serial Number: RG6090L087388	

Section 4 - CAPACITY AND RELIABILITY ANALYSIS

Kimley-Horn modeled the South WWTP using BioWin version 5.2 software by EnviroSim to simulate the biological, chemical, and physical process models. This report describes the following five models created for capacity and reliability analysis:

1. Calibration Scenario - the average historic operation conditions of the WWTP and effluent quality used to calibrate the base model
2. Design Scenario – model of the permitted conditions, used to examine capacity of each unit and effluent comparison to TCEQ Discharge permit requirements.
3. Summer Calibration Scenario - examines the effect of air flow on biological growth during high temperature periods at historic average operating conditions.
4. Summer Design Scenario - captures effect of air flow by biological growth during high temperature periods at permitted flow and strength.
5. Calibration Low Air Scenario - operating at low air flow conditions to model how the lower input into the air lift will impact RAS flow back to aeration basin and effluent.

Appendix E includes the model output from each scenario. Table 7 presents the results from each scenario model run.

Scenario	1 Calibration	2 Design	3 Summer Calibration	4 Summer Design	5 Calibration Low Air
Flow (MGD)	0.5	1.0	0.5	1.0	0.5
Temperature (degrees C)	23	23	28	28	23
Ammonia N (mg/L)	0.1	0.1	0.1	0.1	0.1
Dissolved O ₂ (mg/L)	6	6	6	6	6
TSS (mg/L)	4.3	● 13.2	5.6	● 13	4.2
CBOD ₅ (mg/L)	1.3	5	1.4	4.7	1.7
WAS (MGD)	0.0026	0.01	0.0026	0.01	0.0026
Clarifier 1 WAS (MGD)	0.17	0.4	0.17	0.4	0.05
Clarifier 2 WAS (MGD)	0.17	0.4	0.17	0.4	0.05
Aeration Basin 1 (mg/L)	● ● 5798	4358	● ● 5613	4206	2742
Aeration Basin 2 (mg/L)	● ● 5776	4340	● ● 5591	4187	2713
Clarifier blanket 1 (ft)	2	2	2	2	2
Clarifier blanket 2 (ft)	2	2	2	2	2

● indicates a high TSS value approaching the permit limit.

● ● indicates a high MLSS value due to low wasting rate.

The Calibration Scenario operates with high Mixed Liquor Suspended Solids (MLSS) values in each aeration basin. The average values from the four-years of historical data is approximately 5,300 mg/L. Typically MLSS values in aeration basins are between 2000 and 5000 mg/L. The operator can change the MLSS levels in the aeration basins by increasing the flow of waste activated sludge. Overall, the Kingsville plant is running on the high side during normal operation and still meets TCEQ discharge permit requirements.

Kimley-Horn used the Biowin model to examine air flow into the aeration basins, post aeration, digester and the air-lift station. The Turblex blower installed at the Kingsville WWTP has a 1160 standard cubic feet per minute (scfm) to 2900 scfm capacity.

The following table shows that the blowers provide adequate air for the calibration scenario.

Calibration Scenario	
Elements	Air flow rate (scfm)
Aeration Basin 1	346.4
Aeration Basin 2	99.65
Post Aeration Basin	11.42
Digester Basin	18.1
Air-Lift (10% of min)	0.02
Blower Output(low)	1160.00
Total air Used	475.59
Total air Remaining	684.41

The Design Scenario model shows the plant can treat to TCEQ requirements at design flow of 1.0 MGD. However, the effluent parameters are approaching the TSS discharge limit of 15 mg/L. The operator can manage the TSS by increasing the Waste Activated Sludge rate, effectively lowering the MLSS in the aeration basins. Its key that the operator monitors the MLSS values in the aeration basins as the influent flows approach design flow. Also, the operator should increase discharge of WAS, to avoid washout at higher flows.

Design Scenario	
Elements	Air flow rate (scfm)
Aeration Basin 1	765.39
Aeration Basin 2	224.96

Post Aeration Basin	31.10
Digester Basin	213.61
Air-Lift (10% of max)	0.09
Blower Output(High)	2,900.00
Total air Used	1,235.15
Total air Remaining	1,664.85

The scenario shows that the blowers provide adequate air for the design scenario.

This scenario adds a high temperature operation at 28 degrees Celsius at historical average flows. This temperature is reflective of the highest temperature recorded during the four-year historical data records. Scenario Design and Summer Design in the table above are treating to TCEQ requirements but are edging close to TSS discharge limit of 15 mg/L. The operator can manage the TSS discharged out of the plant by increasing the Waste Activated sludge, effectively lowering the MLSS in the Aeration basins. Its key that the operator monitors the MLSS values in the aeration basins during design flow and increased discharge of WAS, to avoid washout.

Summer Calibration Scenario	
Elements	Air flow rate (ft3/min)
Aeration Basin 1	351.78
Aeration Basin 2	99.95
Post Aeration Basin	14.86
Digester Basin	15.9
Air-Lift (10% of min)	0.84
Blower Output(low)	1,160.00
Total air Used	483.33
Total air Remaining	676.67

The scenario shows that the blowers provide adequate air for the summer calibration scenario.

This scenario adds a high temperature operation at 28 degrees Celsius at the 1.0 MGD design flow. This temperature is reflective of the highest temperature recorded during the four-year historical data records.

Summer Design Scenario	
Elements	Air flow rate (scfm)
Aeration Basin 1	790.69
Aeration Basin 2	229.97
Post Aeration Basin	40.37
Digester Basin	210.61
Air-Lift (10% of max)	0.09
Blower Output(High)	2,900.00
Total air Used	1,271.73
Total air Remaining	1,628.27

The scenario shows that the blowers provide adequate air for the summer design scenario.

This scenario run shows that the blower can be left on the low setting during average conditions during all seasonal temperature variations (i.e. all year long). The only time where the blower must be ramped up is when then influent flow approaches 1.0 MGD (design flow) to deliver the air flow rates needed to treat the increased waste water flow.

Calibration Low Air Scenario	
Elements	Air flow rate (ft3/min)
Aeration Basin 1	323.59
Aeration Basin 2	85.92
Post Aeration Basin	11.55
Digester Basin	44.07
Air-Lift (10% of min)	0.01
Blower Output(low)	1,160.00
Total air Used	465.14
Total air Remaining	694.86

The BioWin model shows the capacity of both aeration basins, both clarifier units and the aerobic digester. The model shows that the existing treatment units are generally sized appropriately to treat the expected influent flow and strength to the permit limits.

AERATION BASIN CAPACITY

The capacity of each aeration basin was checked by using a conservative maximum organic loading rate of 35 pounds of BOD5 per day per 1000 cubic feet. Table 8 summarizes each basins capacity.

Basin	Calculated Capacity (MGD)
Aeration Basin 1	0.97
Aeration Basin 2	0.44
Total Capacity	1.41

The two aeration basins operate in series. The post aeration basin is not calculated in this analysis because it does not contribute to the biological treatment. The aeration basins have 0.41 MGD additional capacity above the 1.0 MGD flow permitted in the current TCEQ discharge permit.

CLARIFIER CAPACITY

Capacity of the secondary clarifiers was calculated by using TCEQ two-hour peak flow requirements. The table below determines the limiting capacity for the secondary clarifiers is the Surface Loading Rate.

Clarifier	1	2
Geometry	Circular	Circular
Diameter, ft	70	70
SWD, ft	15	15
Weir Length, Linear ft	219.91	219.91
Surface Area, sq. ft	3,848.4	3,848.4
Volume, cubic feet	57,726.7	57,726.7
Cap. Based on Maximum Overflow Rate (P2HF), MGD	4.62	4.62
Cap. Based on Hydraulic Retention Time (P2HF), MGD	5.76	5.76
Cap. Based on Weir Loading Rate, MGD	6.60	6.60
Cap. Based on Surface Loading Rate (P2HF), MGD	2.52	2.52
Limiting Capacity (MGD)	2.52	2.52
Number of Units	1	1
Total Capacity (MGD)	2.52	2.52

The two clarifiers operate in parallel. Clarifier capacities are based on the peak two hour flow (P2HF). The total capacity is 5.04 MGD which exceeds the required capacity of 4.0 MGD. Because the clarifiers operate in parallel, they have redundancy required for maintenance for either clarifier to be off line during low flow seasons. The limiting factor for capacity in both clarifiers is the surface loading rate (gpd/square foot).

AEROBIC DIGESTER CAPACITY

The capacity of the aerobic digester was checked against the design requirements in TAC 217.

Parameter	Value	Unit	Notes
Plant Avg. Daily Flow (Q_{AVG})	533,333	gpd	
Plant Design Flow (Q_{DES})	800,000	gpd	= 1.5 x Q_{AVG} (per TCEQ Ch. 217)
% of Volatile Solids (%VS)	80%		
% Volatile Solids Destroyed in Digestion (%VSD)	30%		
MLSS Concentration	9,000	mg/L	
Minimum Solids Retention Time (SRT)	40	days	
Mass of Influent Solids	801	ppd	= $BOD_5 * Q_{DES}$
Mass of Digested Solids	608	ppd	= $Mass\ of\ Influent\ Solids * [1 - (\%VS * \%VSD)]$
Average Solids in Digester	705	ppd	= $(Mass\ of\ Influent\ Solids + Mass\ of\ Digested\ Solids) / 2$
Total Solids in Digester Based on SRT	28,183	lbs	= $Average\ Solids * SRT$
Minimum Required Digester Volume	50,189	ft ³	= $Total\ Solids / MLSS\ Concentration$
Additional Aeration Volume Required	29,178	ft ³	

The aerobic digester capacity analysis shows additional digester volume is required for the system to meet the Solids Retention Time (SRT) and solids destruction. The digester is limited based on its Mixed Liquor Suspended Solids (MLSS). If decanting were possible, the digester could function properly with its existing volume.

REDUNDANCY ANALYSIS

The redundancy and condition analysis rates the following components on a scale from one to ten with ten being the best condition:

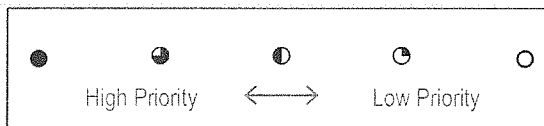
- Collection System – 6/10 – lift station condition requires repairs.
- Headworks – 3/10 – lack of redundancy and process control
- Aeration Basins – 4/10 – operational limitations and redundancy issues

Section 5 - RECOMMENDATIONS

Based on the capacity analysis, Kimley-Horn recommends the following corrective actions.

This section summarizes recommendations for operational process and equipment changes at the WWTP.

Operational Changes	● Increase solids loading rate to the digesters.
Grit System	● Repair grit washer / classifier system. Change grit system type from centrifugal.
Grit Overflow	● Provide grit system emergency overflow.
Clarifier Effluent Piping	● Construct larger diameter pipe line to pass peak flow. The undersized clarifier pipe is currently 10-inch and needs to be 24-inch to meet requirements.
UV Safety	● Provide cover to UV system to prevent exposure to employees.
Blower Pacing	● Change air lift pumps to sludge pumps and add oxygen sensors to the aeration basins. Control blowers based on aeration set points for power savings.
Effluent Piping	● Construct effluent line at adequate grade.
Isolation Gates	● Repair the isolation gates for the aeration and clarifier basins.
FM 1717 Lift Station	● Repair the slab and panel building at the FM 1717 lift station.
SCADA	● Upgrade SCADA to provide logging for influent flows.
Effluent Meter	● Upgrade effluent flow meter to current model of ultrasonic controller or other new technology.
RAS / WAS flow measure	● Install flow measurement for the RAS / WAS discharges.
Influent Flow	● Install influent flow metering at both upstream lift stations (golf and FM 1717). ● Install influent meter at headworks.
Grit Chamber Freeboard	● Extend Grit Chamber to allow adequate freeboard.



Section 6 - REGULATORY ANALYSIS

Based on the capacity analysis, Kimley-Horn recommends the following corrective actions.

permit - page 38 - item 4 - new intensive water quality survey on segment

This report included a review of the existing plant against the current TCEQ requirements as described in the TAC. The analysis identified the following six requirements that need to be addressed:

1. General Preliminary Treatment Requirement - per 217.120.H, "Screenings must be collected, managed, and disposed of in accordance with §217.123 of this title (relating to Screenings and Debris Handling) at a frequency that prevents creation of a nuisance."
2. Fine Screens - per TAC §217.122.F "A design may include a single fine screen unit only if the design includes an emergency overflow channel with a coarse screen to accept flow when the fine screen is out of service. No BOD5 removal credit is allowed with a single fine screen design."
3. Grit Removal Systems - per TAC § 217.124.D, "Each grit removal system must include: an emergency overflow to accept flow when a grit removal unit is off-line; and a means of diverting flow to the emergency overflow"
4. Aeration and Clarifier Basins - per TAC §217.153.C.3, "Each aeration basin and clarifier must have gates or valves to allow it to be hydraulically isolated." Several of the slide gates are in poor condition and require repair or new gates.
5. Process Control - Per TAC §217.159.C, "A wastewater treatment facility with a design flow greater than 0.4 million gallons per day must provide for totalized flow measurement of the return sludge and waste sludge discharges for process control."
6. Ultraviolet Light Disinfection Reactor - Per TAC §217.297.e, "The UV system must prevent an individual's exposure to UV light from the UV system, including upstream and downstream portions of a UV channel."

The recommendations section describes corrective actions to address all six regulatory requirements.

This report includes a preliminary analysis of anticipated upcoming regulations. This is based on available information disseminated by TCEQ and some watchdog groups, and is subject to changes in the legislative process.

TCEQ is in the process of updating TAC chapter 217. Some of the anticipated changes include a new design basis for organic loading projections. These organic loading calculation changes would provide a new design requirement for peak month BOD & NH3 loading. While the Kingsville South WWTP would be grandfathered from this regulation, once the WWTP makes any rehabilitation / improvements, Kingsville would have to re-calculate basin size. If TCEQ adds a phosphorus limit, the City would need to add chemical systems to achieve the required removal.

Per the recent American Water Works Association legislative update, the following upcoming regulations for TCEQ relate to the WWTP:

- HB 3618 (Tracy King) – Removes synchronized wastewater discharge permit expirations for same watershed
- SB 746 (Kolkhorst) / HB 2517 (Stephenson) & HB 2092 (Morrison) – Prohibition on land application of great and grit trap waste

AGENDA ITEM #6

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: October 26, 2020

SUBJECT: Discuss and consider approving resolution identifying Wastewater Capital Improvement Projects.

Summary:

A capital improvement plan (CIP), is a 5-year plan, it identifies capital projects and/or equipment purchases, provides a planning schedule and identifies options for financing the plan. It is a comprehensive and strategic plan and to address maintenance and improvements necessary to meet federal and state laws.

A CIP provides many benefits including:

- Allows for evaluation of all potential projects within 5 years.
- The ability to stabilize debt and consolidate projects to reduce borrowing costs.

The CIP typically includes the following information:

- A listing of the capital projects or equipment to be purchased.
- The projects ranked in order of preference.

Prior to undertaking the development of the CIP, the government entity will want to define the criteria for what kind of projects or equipment are to be included and organize a process for developing the plan.

Approving the Wastewater CIP would provide direction on which wastewater projects are necessary in the City's sustainability and resiliency plan. The CIP would assist the city in acquiring higher scores on the General Land Office CDBG-MIT application.



**City of Kingsville
Engineering Dept.**

A list of projects included in the CIP are as follows:

1. Replace 18" wastewater main between Corral and Santa Gertrudis to the North 3-MGD WWTP.
2. Replace 15" wastewater main along Lott Ave. between 7th and 10th Street.
3. City-wide Lift Station Mitigation.
4. Replace 8" wastewater collection line in alley between Johnston and Fordyce St. from 17th to 18th Street.
5. Replace 12" wastewater main along 10th Street between Ragland and Santa Gertrudis Ave.
6. City-wide Manhole Rehabilitation.
7. Proposed Lift Station Re-route south wastewater basin transfer to north wastewater basin. Including 18" wastewater main rehabilitation.

Background:

A draft CIP was created in 2018 and presented to Commission on the various utility projects that needed to be address. It also assisted in justifying the utility rate increases the City had approved in the past.

Financial Impact:

These types of projects are completed by the Utility Fund. The City will be applying for grant funds from the General Land Office – CDBG-MIT at a 1% match of \$83,241.00.

Recommendation:

Staff recommends approving the resolution for the Wastewater Capital Improvements Plan.

Attachment:

5-year Utility Infrastructure CIP FY20-25 - Wastewater



RESOLUTION #2020- _____

A RESOLUTION OF THE CITY OF KINGSVILLE ADOPTING THE WASTEWATER CAPITAL IMPROVEMENTS PLAN FOR THE CITY OF KINGSVILLE.

WHEREAS, the City of Kingsville has been preparing a capital improvement plan for various departments and city utilities;

WHEREAS, the City realizes the necessity of having such a plan for capital projects and/or capital equipment purchases as it provides the City with a comprehensive and strategic plan to address maintenance and improvements necessary to meet federal and state laws, as well as provides an essential tool for planning and identifying financing options;

WHEREAS, a Wastewater Capital Improvement Plan helps the City improve the quality of life of the citizens and attract new residents and businesses to the area; and

WHEREAS, a Wastewater Capital Improvement Plan has been developed after careful study and is now ready for approval.

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

I.

THAT the City Commission approves and adopts the Wastewater Capital Improvement Plan for the City of Kingsville, which attached hereto.

II.

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

PASSED AND APPROVED by a majority vote of the Kingsville City Commission the 26th day of October, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM

Courtney Alvarez, City Attorney

Project Description	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Comments
Replace 18" WW Main between Corral Ave. to Santa Gertrudis Ave. to the 3MGD WWTP	\$ 1,064,954.48					4700 LF (open cut) - Reduce inflow and infiltration
Replace 15" WW Main along Lott Ave. between 7th and 10th St.	\$ 525,818.13					1500 LF (minimal space due to utilities) Clay Line - reduce I&I
Proposed Lift Station Transfer 0.2 MGD South WWTP to North WWTP, including 18" main rehab.	\$ 2,882,335.69					Option A-1 from 0.2 MGD Wastewater Re-route Study
City-wide Lift Station Mitigation		\$ 753,020.95				9 EA - Rehabilitate existing lift station - reduce I&I
Replace 8" WW Main in alley between Johnston & Fordyce Street from 17th to 18th Street			\$ 381,462.44			600 LF - Clay line and reduce I&I
Replace 12" WW Main along 10th Street between Ragland Ave. to Santa Gertrudis Ave.				\$ 1,116,821.51		5850 LF - Reduce inflow and infiltration
City-wide Manhole Rehabilitation					\$ 466,074.14	78 EA - Rehabilitation and reduce inflow and infiltration

Total	\$	4,473,108.30	\$	753,020.95	\$	381,462.44	\$	1,116,821.51	\$	466,074.14	\$	7,190,487.34
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AGENDA ITEM #7

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: October 26, 2020

SUBJECT: Discuss and consider approving resolution for submitting application
Defense Economic Adjustment Assistance Grant DEAAAG.

Summary:

The City is seeking funding through the DEAAAG to assist in completing Option B of the 0.2 MGD Wastewater Re-route (2018) Study by LNV. The wastewater re-route map is provided, and the components of project include 2 Lift Stations, 8" wastewater force main, valves and other related appurtenances. One lift station would be located at the South WWTP the other is located at the North WWTP. If the South WWTP was inoperable, its wastewater flows can be transferred to the North WWTP for processing. If the North WWTP was inoperable the Navy's wastewater can be transferred to the South WWTP for processing. A majority of the project would be installed inside Navy property and requires an easement acquisition. The project cost is estimated at \$3.7 million. The cost includes construction, engineering, land acquisition and material testing. The Navy currently transfers its wastewater for treatment to the City's North WWTP. The Navy would benefit from this project because it would provide a secondary option to treating the Navy's wastewater.

Background:

LVN provided the City a Study on a 0.2 MGD Wastewater Re-route to address any capacity concerns at the South WWTP. Option B of the Study included a lift station at the South WWTP to transfer 0.2 MGD or 1 MGD to the North WWTP.



**City of Kingsville
Engineering Dept.**

Financial Impact:

The City has allocated \$200,000 towards a cash match for FY 20-21. The City will also allocate \$200,000 for the next 2 years FY 21-22 and FY 22-23. There will also be a \$500,000 transfer for WWTP improvement from the Utility Fund in FY 20-21. The total amount of City contribution to the project would be 21% of the grant which is approximately \$650,000.

Recommendation:

Staff recommends approving the resolution for applying to the DEAAG for funding.

Attachments:

0.2 MGD Wasterwater Re-route Study by LNV
DEAAG Application Form
Cost Estimate
DEAAG Exhibit



RESOLUTION NO. 2020-_____

A RESOLUTION AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE STATE DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT PROGRAM FOR THE PURPOSE OF REQUESTING GRANT FUNDING FOR A WASTEWATER RE-ROUTE.

WHEREAS, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the City apply for a Defense Economic Adjustment Assistance Grant Program with the State of Texas to apply for grant monies for a project called a wastewater re-route that would create a new force main along the west side of Naval Air Station Kingsville ("the base") and add two lift stations that would connect the base to both the City's north and south wastewater treatment plants to promote the sustainability of the local military base by reducing a single point of failure and creating the option to have the base's waste treated at either plant; and

WHEREAS, the State budgeted money for this grant program to assist military communities in Texas with infrastructure projects and other initiatives to increase military value and mitigate any potential negative effects to the military institutions in future BRAC rounds; and

WHEREAS, the City provides the local base with water and wastewater services; and

WHEREAS, currently there is only one line taking wastewater from the base to the City's North Wastewater Treatment Plant, which means if the line were to break or the north plant be shut down, then the base would be without wastewater services; also, the sewer line on base that transfers the waste to the north plant contains angles which hinder flow and add to maintenance costs; and

WHEREAS, the base and the City would both benefit from this project; and

WHEREAS, the base would benefit from having sewer lines that could take flow from the facility to either the City's North or South Wastewater Treatment Plants thereby ensuring their wastewater needs can always be met; and, the new force main along the west side of the base with the two new lift stations would provide improved flow as well as reduced downtime and maintenance costs and add increased capacity in the event of base or mission expansion; and

WHEREAS, the City would benefit from the new force main and two new lift stations as the City could link its two treatment plants and divert flow between them as needed; and

WHEREAS, the wastewater re-routing project would help the military institution increase military value and mitigate any potential negative effects to the military institution in future BRAC rounds, and increase capacity for future growth at the base, which could help to ensure the long-term viability of the base; and

WHEREAS, the Navy guidance policy for FY20 is to increase partnerships between bases and their neighboring communities and that could be achieved through this project; and

WHEREAS, the base is a large employer of local civilian personnel and the base has a significant economic impact on the City, County, and State contributing nearly \$1 Billion dollars to the state and local economy; and

WHEREAS, the loss of the base would be detrimental to the state of Texas and the local economy; and

WHEREAS, the value of the base to the community and state and the benefit of the project to both the base and the City allow for the proposed infrastructure improvement project to be deemed for a public purpose; and

WHEREAS, the City has worked with the local base to identify projects that would be viable for this grant program and anticipates total project expenses of \$3,714,000 with an anticipated City contribution of 21%, or about \$650,000, which would be funded in the current FY2020-2021 budget as well as the next two fiscal years and through a reallocation of Utility Fund moneys; and

WHEREAS, the City Commission of the City of Kingsville through this resolution has authorized the City Manager to submit the grant on behalf of the City.

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

I.

THAT the City Commission approves the submission of the grant application on the City's behalf for the Defense Economic Adjustment Assistance Grant Program with the State of Texas for funding to re-route wastewater project more fully described in the grant application, which will assist the local military base and the community, with the City providing 21% of the project funding that equates to an *anticipated* amount of approximately \$650,000.00.

II.

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

PASSED AND APPROVED by a majority vote of the City Commission the 26th day of October, 2020.

Sam R. Fugate, Mayor

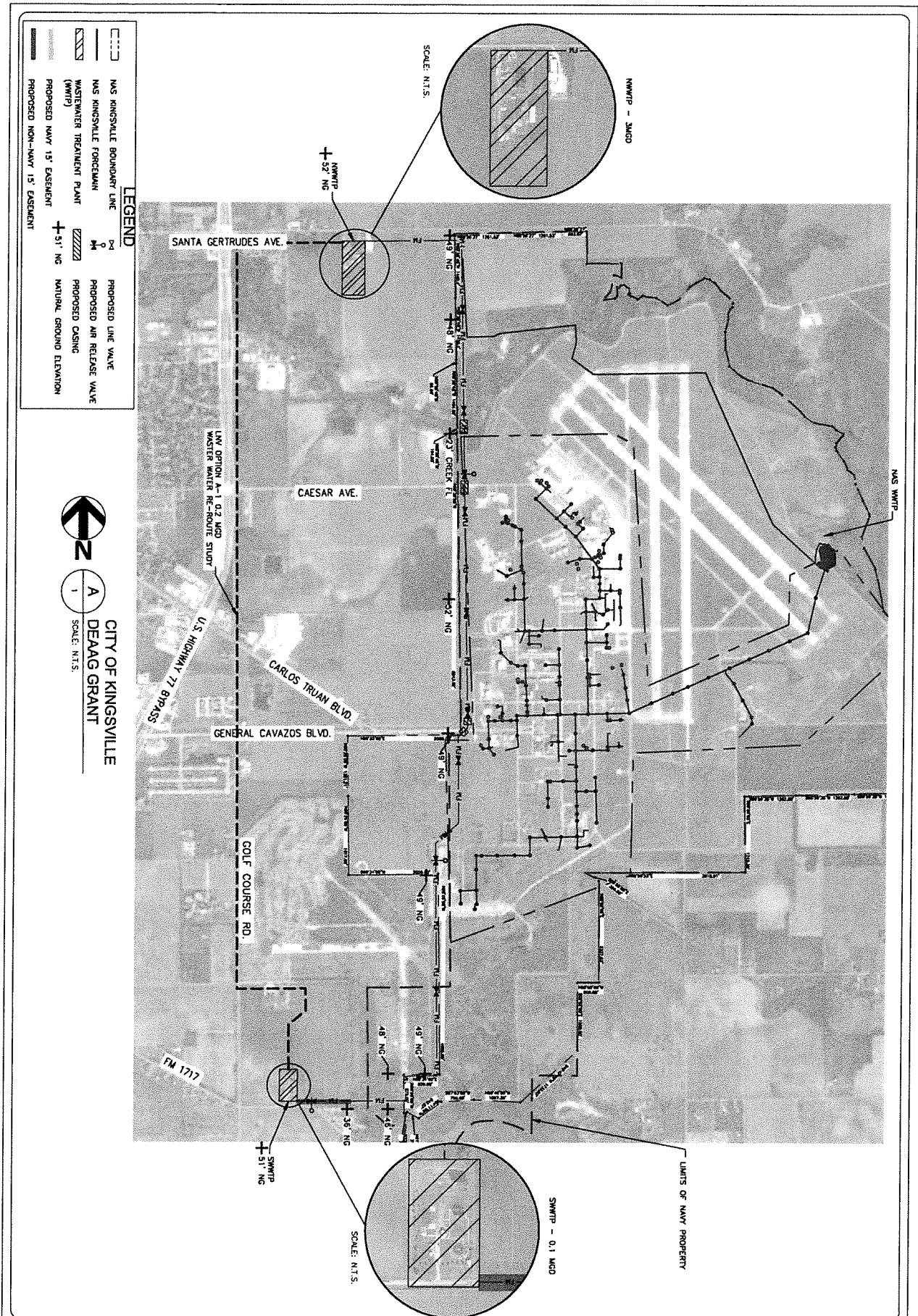
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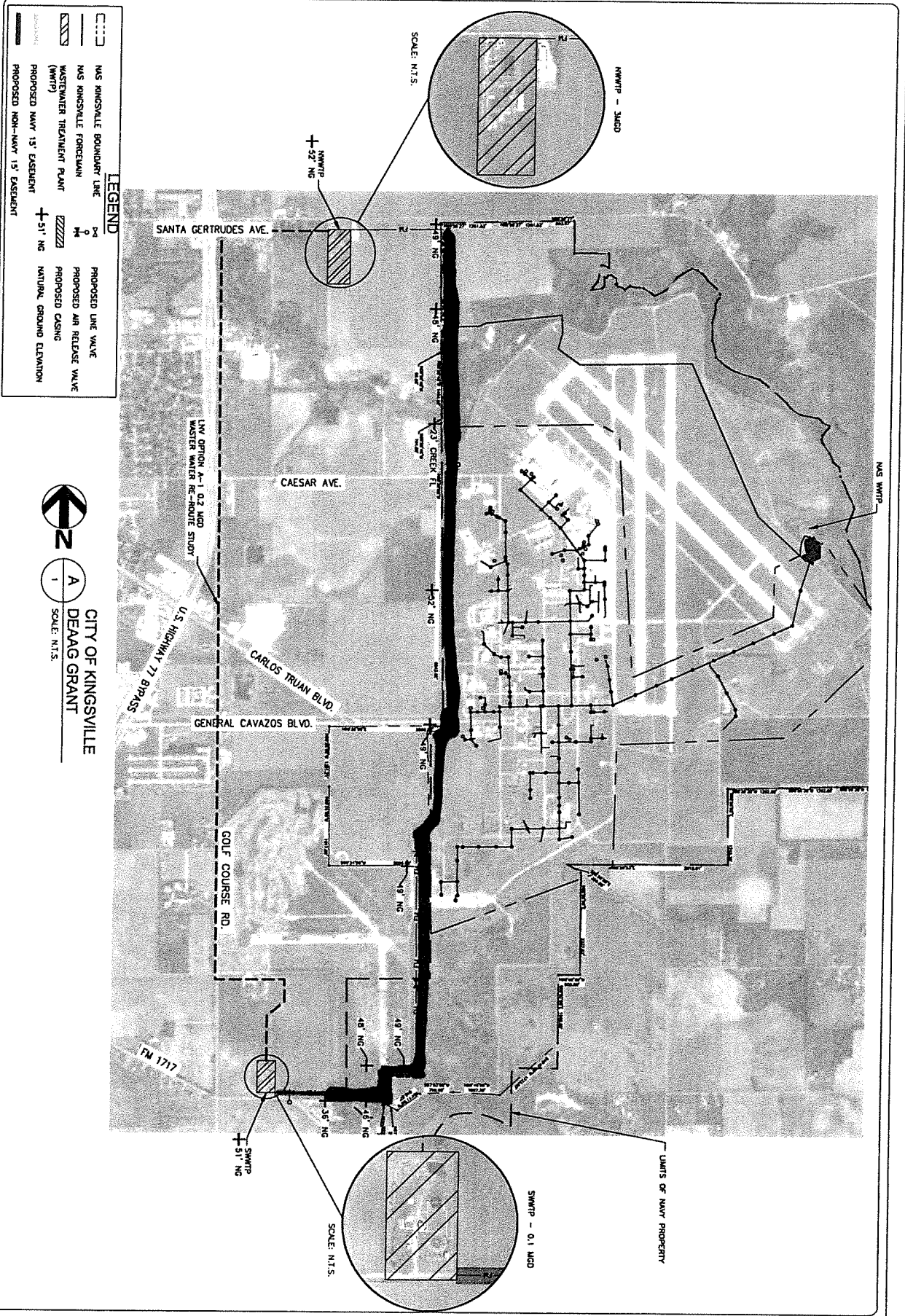
Mary Valenzuela, City Secretary

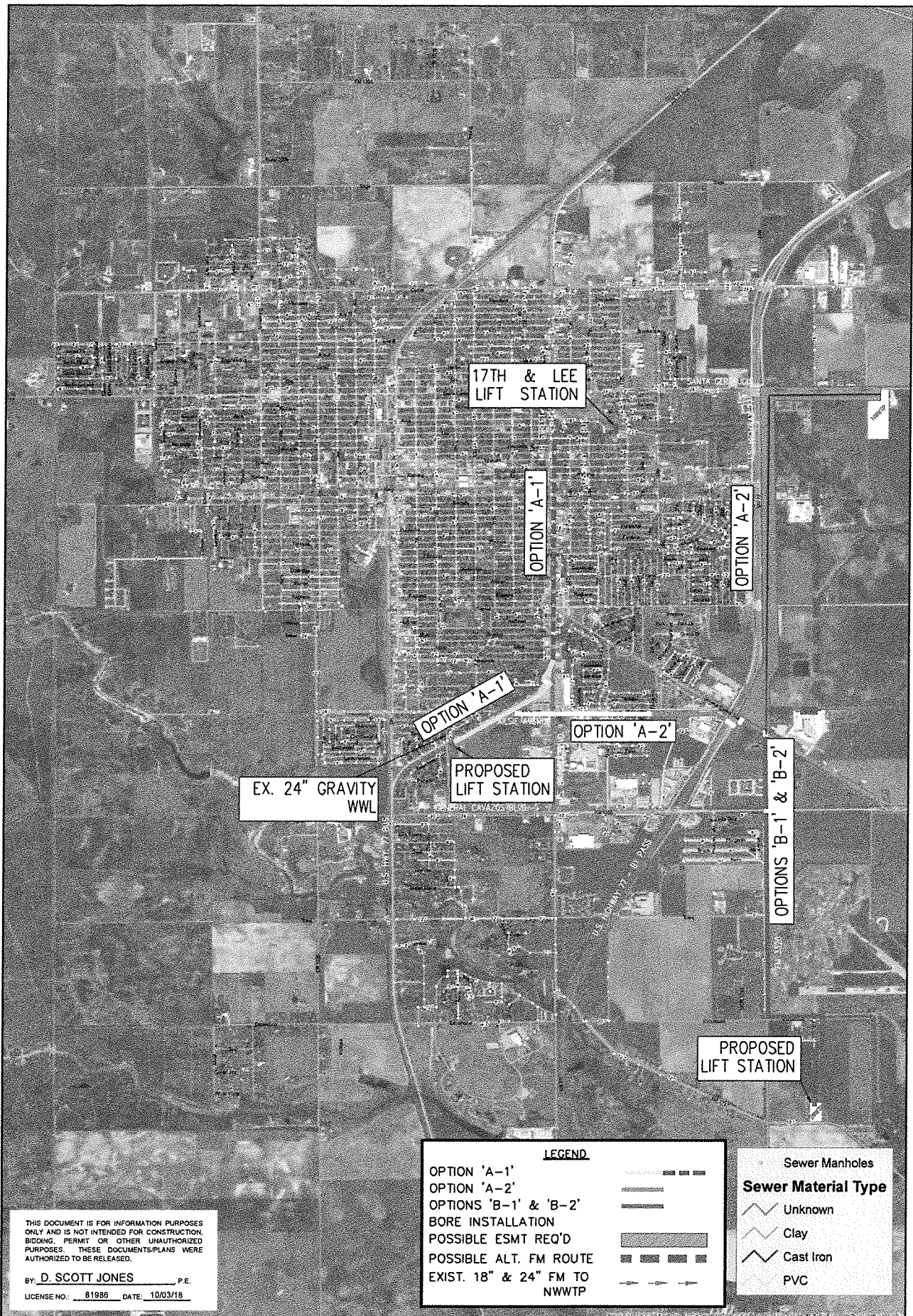
APPROVED AS TO FORM

Courtney Alvarez, City Attorney

DEAAG GRANT COST						
ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT	PRICE	TOTAL PRICE
1	2	LS	Lift Station	\$	350,000.00	\$ 700,000.00
2	22,033	LF	New 8" FM	\$	75.00	\$ 1,652,475.00
3	1	LS	WW Bypass	\$	15,000.00	\$ 15,000.00
4	5	EA	Air Release Valve	\$	6,000.00	\$ 30,000.00
5	9	EA	Line Valve	\$	6,000.00	\$ 54,000.00
6	436	LF	Bore Rights-of-Way	\$	500.00	\$ 218,000.00
7	436	LF	Casing Construction	\$	123.00	\$ 53,628.00
8	200	SY	Open-Cut Street Repair	\$	150.00	\$ 30,000.00
9	50	SF	Driveway Repair	\$	10.00	\$ 500.00
10	100	LF	Fence Repair	\$	15.00	\$ 1,500.00
11	3.1	AC	Brush Clearing and Grubbing	\$	800.00	\$ 2,480.00
12	1	LS	Traffic Control	\$	50,000.00	\$ 50,000.00
13	1	LS	SWPPP	\$	10,000.00	\$ 10,000.00
14	1	LS	Mob/Bonds/Insurance (7%)	\$	197,230.81	\$ 197,230.81
Subtotal Cost				\$	3,014,813.81	
15	20684	SF	Easement Acquisition	\$	0.50	\$ 10,342.00
16	301083	SF	Navy Easement Acquisition	\$	0.50	\$ 150,541.50
17	1	LS	Navy Administrative Cost (labor and contract	\$	21,000.00	\$ 21,000.00
18	1	LS	15% Engineering Costs	\$	452,222.07	\$ 452,222.07
19	1	LS	Geotechnical Testing	\$	65,000.00	\$ 65,000.00
Total Cost				\$	3,713,919.38	







THIS DOCUMENT IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, PERMIT OR OTHER UNAUTHORIZED PURPOSES. THESE DOCUMENTS/PLANS WERE AUTHORIZED TO BE RELEASED.

BY: D. SCOTT JONES P.E.
 LICENSE NO.: 81986 DATE: 10/03/18

LEGEND	
OPTION 'A-1'	
OPTION 'A-2'	
OPTIONS 'B-1' & 'B-2'	
BORE INSTALLATION	
POSSIBLE ESMT REQ'D	
POSSIBLE ALT. FM ROUTE	
EXIST. 18" & 24" FM TO NWWTP	

Sewer Manholes
Sewer Material Type
Unknown
Clay
Cast Iron
PVC

Kingsville - 0.2 MGD WW Re-Route											
Project Name:		170415.010.2									
Project Number:		City of Kingsville, Texas									
Owner:		LNV, Inc.									
Designer:											
OPINION OF PROBABLE PROJECT COST											
Item	DESCRIPTION	UNIT	UNIT PRICE	OPTION 'A-1'		OPTION 'A-2'		OPTION 'B-1'		OPTION 'B-2'	
				EST. QUANTITY	EXTENDED AMOUNT	EST. QUANTITY	EXTENDED AMOUNT	EST. QUANTITY	EXTENDED AMOUNT	EST. QUANTITY	EXTENDED AMOUNT
Construction Items											
1	Traffic Control	LS	Varies	1	\$ 100,000.00	1	\$ 75,000.00	1	\$ 50,000.00	1	\$ 50,000.00
2	WW Bypass	LS	Varies	1	\$ 100,000.00	1	\$ 15,000.00	1	\$ 15,000.00	1	\$ 15,000.00
3	SWPPP	LS	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00	1	\$ 10,000.00
4	New Lift Station (4" FM)	LS	\$ 175,000.00	1	\$ 175,000.00	1	\$ 175,000.00	1	\$ 175,000.00	0	\$ -
5	New 4" Foremain (City Street)	LF	\$ 90.00	3,700	\$ 333,000.00	3,500	\$ 315,000.00	0	\$ -	0	\$ -
6	New 4" Foremain (County Road/Hwy Frontage)	LF	\$ 50.00	0	\$ -	11,000	\$ 550,000.00	23,065	\$ 1,153,250.00	0	\$ -
7	Connect New 4" FM to Existing Manhole	EA	\$ 2,500.00	1	\$ 2,500.00	0	\$ -	0	\$ -	0	\$ -
8	Air Release Valve (4" FM)	EA	\$ 2,500.00	0	\$ -	5	\$ 12,500.00	5	\$ 12,500.00	0	\$ -
9	Bore Rights-of-Way (4" FM)	LF	\$ 350.00	100	\$ 35,000.00	5,000	\$ 1,750,000.00	435	\$ 152,250.00	0	\$ -
10	New Lift Station (8" FM)	LS	\$ 350,000.00	0	\$ -	0	\$ -	0	\$ -	1	\$ 350,000.00
11	New 8" Foremain (County Road/Hwy Frontage)	LF	\$ 75.00	0	\$ -	0	\$ -	0	\$ -	23,065	\$ 1,729,875.00
12	Air Release Valve (8" FM)	EA	\$ 6,000.00	0	\$ -	0	\$ -	0	\$ -	5	\$ 30,000.00
13	Bore Rights-of-Way (8" FM)	LF	\$ 500.00	0	\$ -	0	\$ -	0	\$ -	435	\$ 217,500.00
14	Open-Cut Street Repairs	SY	\$ 150.00	210	\$ 31,500.00	220	\$ 33,000.00	200	\$ 30,000.00	200	\$ 30,000.00
15	Driveway Repairs	SF	\$ 10.00	0	\$ -	1,600	\$ 16,000.00	1,000	\$ 10,000.00	1,000	\$ 10,000.00
16	Mob/Bonds/Insurance (7%)	LS	Varies	1	\$ 55,090.00	1	\$ 206,605.00	1	\$ 112,560.00	1	\$ 170,966.25
SUBTOTAL					\$ 842,090.00		\$ 3,158,105.00		\$ 1,720,560.00		\$ 2,613,341.25
Condition and Capacity Assessment of Existing 18" Wastewater Line beneath 14th Street											
1	Measure Flow in Existing Gravity WW Main (3 Months)	LS	\$ 42,000.00	1	\$ 42,000.00		\$ -		\$ -		\$ -
2	CCTV	LF	\$ 10.00	7,900	\$ 79,000.00		\$ -		\$ -		\$ -
3	Point Repairs	EA	\$ 20,000.00	6	\$ 120,000.00		\$ -		\$ -		\$ -
SUBTOTAL					\$ 241,000.00		\$ -		\$ -		\$ -
TOTAL					\$ 1,083,090.00		\$ 3,158,105.00		\$ 1,720,560.00		\$ 2,613,341.25
20% Contingency					\$ 216,618.00		\$ 631,621.00		\$ 344,112.00		\$ 522,668.25
TOTAL CONSTRUCTION COST					\$ 1,300,000.00		\$ 3,790,000.00		\$ 2,065,000.00		\$ 3,136,000.00
15% Engineering Costs					\$ 195,000.00		\$ 569,000.00		\$ 310,000.00		\$ 470,000.00
Land Acquisition (New Lift Station Site)		SF	\$ 5.00	2,500	\$ 12,500.00	2,500	\$ 12,500.00	0	\$ -	0	\$ -
Easement Acquisition (Foremain Route)		SF	\$ 2.50	0	\$ -	180,000	\$ 450,000.00	180,000	\$ 450,000.00	180,000	\$ 450,000.00
ESTIMATED PROJECT COST					\$ 1,507,500.00		\$ 4,821,500.00		\$ 2,825,000.00		\$ 4,056,000.00

THIS DOCUMENT IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, PERMIT OR OTHER UNAUTHORIZED PURPOSES. THIS DOCUMENT IS AUTHORIZED TO BE RELEASED FOR STATED PURPOSE BY D. SCOTT JONES, P.E., LICENCE NO. 81966 ON OCTOBER 3, 2018.



DEFENSE ECONOMIC ADJUSTMENT ASSISTANCE GRANT

OFFICE OF THE GOVERNOR
Texas Military Preparedness Commission
Fall 2020

<i>For TMPC Use Only</i>	
Date Received	
Applicant	
Project	

Program Overview

The program is administered by the Texas Military Preparedness Commission (Commission) within the Office of the Governor. The Defense Economic Assistance Adjustment Grant (DEAAG) is codified in Texas Government Code Chapter 436 and in Subchapter B of Title 1, Chapter 4 of the Texas Administrative Code.

Eligible local governmental entities may be awarded a grant if the commission determines that the entity may be adversely or positively affected by an anticipated, planned, announced, or implemented action of the United States Department of Defense (DoD) to close, reduce, increase, or otherwise realign defense worker jobs or facilities.

To review Texas Government Code 436, visit
<https://statutes.capitol.texas.gov/Docs/GV/htm/GV.436.htm>.

To review the Texas Administrative Code, visit
[https://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=4&ti=1&pt=1&ch](https://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=1&ch)

All grant funds must be expended within two years of the award date. This grant follows the Uniform Grant Management Standards.

A defense community is eligible for a grant from DEAAG if the commission determines that it satisfies one of the eligibility criteria as referenced in above in the Texas Government Code and Texas Administrative Code. The grant funds are administered on a reimbursement basis. Administrative costs will not be allowed for reimbursement. Please contact the Texas Military Preparedness Commission at tmpec@gov.texas.gov or 512-475-1475 should you have any questions.

The grant will be scored on the following criteria: military value, project probability, relation to the National Defense Strategy, dual military/community benefit, new missions, resiliency, and efficiency.

All support letters must be attached to application. They are not part of the scoring process. Please keep in mind that this application is limited to 50 pages including application pages.

Unauthorized changes to this application will render the application and any subsequent grant void.

Applications are due by 5:00 PM CST on Friday, October 30, 2020. Any application received after this time will be ineligible for consideration.

Applications are accepted via email (preferred) at tmpec@gov.texas.gov, in-person, or at the addresses below by the application deadline:

Mailing Address:

Texas Military Preparedness Commission
Office of the Governor
P.O. Box 12428
Austin, TX 78711

Street Address:

Texas Military Preparedness Commission
Office of the Governor
1100 San Jacinto
Austin, TX 78701

For additional information on DEAAG, please refer to <http://www.gov.texas.gov/military/grants>.

Applicant Information

Name of Applicant City of Kingsville

Address 400 W. King Ave.

Point of Contact Mr. Mark McLaughlin, City Manager

Point of Contact Phone 361-595-8002

Point of Contact Email mmclaughlin@cityofkingsville.com

1. Are all involved entities current on all obligations with the State of Texas?

☒ Yes ☐ No

If no, please explain. Attach additional pages as necessary as Attachment A. Please keep in mind that this application is limited to 50 pages.

2. Is there a pending claim or litigation against any entity involved with the project?

☐ Yes ☒ No

If yes, please explain. Attach additional pages as necessary as Attachment B. Please keep in mind that this application is limited to 50 pages.

3. Please provide documentation authorizing entity to participate in program. An example is a public hearing, ordinance, or resolution. Attach as Attachment C. Please keep in mind that this application is limited to 50 pages.

Project Summary

Project Name: Proposed Lift Stations and Force Main Reroute

Provide a **short** summary of the project to be funded.

The project includes 2 proposed lift stations and approximately 22,000 feet of 8" PVC force main sewer line, 5 air release valves, 9 gate valves, 440 feet of bore and case construction, 21,450 feet of 15' wide utility easement acquisition, wastewater bypass, pavement repair, fence repair, brush clearing and grubbing, traffic control, and erosion control. This project will connect the City of Kingsville's North and South Wastewater Treatment Plants with a sewer line along the western boundary of NAS Kingsville property providing redundancy for wastewater services for the City and the U.S. Navy. The total project cost is estimated at \$3.714 million dollars.

Funding Source	Total Dollar Amount	Percentage Share of Project
1. Requested Amount of DEAAG	\$ 3,064,000.00	79.000%
2. Federal		0%
If DEAAG is being used towards matching a federal grant, please note the total amount of the federal grant.		0%
3. Local Community Funding (Note if funding is in-kind).	\$ 650,000.00	21.000%
4. Other Sources		0%
Total Project	\$ 3,714,000.00	100.000%

Eligibility

6. An entity is eligible for DEAAG if it satisfies one of the following; please select which qualification applies:

- ☒ Municipality or county that is a defense community as defined in Local Government Code 397.001
- ☐ Regional planning commission that has a defense community within its boundaries
- ☐ Public junior college district that is wholly or partly located in a defense community
- ☐ Campus or extension center for education purposes of the Texas State Technical College System located in a defense community
- ☐ Defense base development authority created under Local Government Code 379B
- ☐ Political subdivision having the power of a defense base development authority created under Local Government Code 379B

Eligibility of Adversely Affected Community

☒ This applicant is not adversely affected. If checked, please proceed to question 8.

7. An entity is an adversely affected defense community if it has experienced:

- ☐ An anticipated, planned, announced, or implemented action of the Department of Defense to close, reduce, or otherwise realign defense worker jobs or facilities.

Eligibility of a Positively Affected Community

☒ This applicant is not positively affected. If checked, please proceed to question 9.

8. An entity is a positively affected defense community if it has experienced:

- ☐ Increase in military missions, including personnel gains at a military installation, within a municipality or county as a result of a Department of Defense anticipated, planned, announced, or implemented action to increase or otherwise realign defense worker jobs or facilities.

Summary of Eligibility & Impact

9. Provide a Summary of Eligibility regarding status as positively or negatively affected community with documentation. ***Failure to provide documentation to determine eligibility for the program will result in a return of this application without further review.*** Describe the impact of the change in mission or personnel in the military installation or defense facility and community or the gain that is predicted to occur. Describe the impact on housing, transportation, infrastructure and security where applicable. Attach additional pages as necessary as Attachment D. Please keep in mind that this application is limited to 50 pages.

The City of Kingsville is taking a proactive approach to protect NAS Kingsville from degradation of support infrastructure to the point where maintaining it becomes so costly and comprehensive that shuttering the installation becomes a viable option for BRAC or for any internal military realignment. Preserving the 1,508 high paying jobs that contribute nearly \$1Billion to the Texas and local economy is of the highest priority for the City of Kingsville and Kleberg County. NAS Kingsville is one of two commands within the Department of the Navy that trains Navy and Marine Corps jet strike-fighter pilots. The high-tempo, demanding training conducted at NAS Kingsville, the outlying field, McMullen Target Range and within the 36,000 cubic miles of airspace above NAS Kingsville is critical to national defense.

Loss of NAS Kingsville to this community, as well as to the State of Texas, would be devastating to the local and state economies.

The impacts would be similar, but far worse, as those suffered with the closing of Naval Station Ingleside. Identified in the 2005 BRAC for closure; the Ingleside community suffered impacts that were not only felt immediately, but the community has yet to fully recover. The housing market suffered greatly with values plummeting and listings increasing far beyond the capacity of the market to absorb. City coffers were reduced significantly while bond repayments and infrastructure maintenance costs remained. Taxes increased and the city's bond rating declined. Apartment complexes were vacant, rental home market disappeared, local businesses disappeared, school enrollment decreased, and teacher and staff positions were eliminated. Should this ever happen to the City of Kingsville, the same fate awaits as well as the tremendous cost the DoD would absorb to move the mission of training aviators to another location. NAS Kingsville has been a part of this community since 1942 and is indelibly intertwined in its fabric. Employees at NAS Kingsville reside in Kingsville, Riviera, Bishop, Ricardo, Alice, and Corpus Christi.

The City of Kingsville already supports the base with garbage service, a new water supply system, and a Joint Airport Zoning Board that controls development through the city's Planning Department to prevent encroachment to the installations. One of the remaining infrastructure projects is an upgraded and redundant wastewater treatment system that removes any single point of failure scenarios that could impact the base.

Project Description

15. Please check all that apply:

- ☒ Construct New Facility / Infrastructure¹
- ☒ Expand Existing Facility / Infrastructure¹
- ☐ Renovate Facility / Infrastructure¹
- ☐ Federal Grant Match²
- ☒ Property Purchase³
- ☐ Purchase of Insurance⁴
- ☐ Purchase Capital Equipment
- ☐ Purchase Training Equipment

16. Provide an in-depth description of the project in the space below including specific details and documentation of the applicable project description as noted above. Examples include anticipated costs, project timeline, military gifting timeline, etc. Attach additional pages as necessary as Attachment E. Please keep in mind that this application is limited to 50 pages.

The project includes two (2) proposed lift stations and approximately 22,000 feet of 8" PVC force main sewer line, five (5) air release valves, nine (9) gate valves, 440 feet of bore and case construction, 21,450 feet of 15' wide utility easement acquisition, wastewater bypass, pavement repair, fence repair, brush clearing and grubbing, traffic control, and erosion control. This project will replace existing pipes as well as the installation of new pipes and the associated support equipment. The project ultimately connects the city's north and south wastewater treatment plants and affords NAS Kingsville a redundant sewage treatment system as well as connection of current base infrastructure to the new force main to deviate from WWII sewer lines under the installation today. The total project cost is estimated at \$3.714 million dollars.

Property Purchase, noted above, is a permanent utility easement that the Navy is requiring the city to purchase. The easement being requested is approximately 20,072 feet long by 15 feet wide (6.912 acres) and will allow for the city to maintain and repair the force main sewage line as required. The execution of this easement will not delay construction. Most preliminary administrative work has been completed and this real estate action is expected to close within 2 months of the approval of this DEAG package. Maps, plans, and cost sheets attached.

¹ New Construction, Expansion or Renovation of Facilities or Infrastructure – Describe the use of the facility or infrastructure to be constructed or replaced, expanded or renovated.

² Federal Match Grant – Summarize the use of the DEAG funding in obtaining federal funding. A federal award letter, Memorandum of Understanding or agreement must be provided before the release of state grant funds.

³ Property Purchase – Describe the real or personal property to be purchased. Include general description of buildings and a map of the property to be purchased accompanied by a copy of the conveyance documents or a summary of conveyance negotiations.

⁴ Purchase of Insurance – Describe the insurance to be purchased including the type of coverage limits.

17. Does the project add military value to a military installation or defense facility? How? Attach additional pages as necessary as Attachment F. Please keep in mind that this application is limited to 50 pages.

The project will add significantly to the military value of NAS Kingsville in two primary ways. First, it provides a secondary point of transferring raw wastewater into the city's wastewater treatment plant (WWTP) system. The Navy currently transfers wastewater to only the North WWTP for processing. If the NWWTP were inoperable or access to the plant became compromised, NAS Kingsville would be without sewage service until the north facility or service line could be repaired. The installation of a connecting line between the North and South WWTPs would allow for NAS Kingsville's wastewater to be redirected to the South WWTP, thus keeping the installation mission capable. Secondly, the new proposed sewage line that would run along NAS Kingsville's western boundary would allow for connecting that portion of the installation's existing sewage lines (some dating to WWII) directly, resulting in improved flow and reduced downtime and maintenance costs. All of NAS Kingsville's generated sewage that goes to the North WWTP currently travels 0.5 miles east across the installation to the base's former (closed) WWTP, then turns 135 degrees to the northwest and travel another circuitous route of 2 miles to the city's NWWTP.

18. Does the project fit into the most recent National Defense Strategy? How? Attach additional pages as necessary as Attachment G. Please keep in mind that this application is limited to 50 pages.

Yes. On the Secretary's top ten list for his National Defense Strategy is an item stating, "achieve a higher level of sustainable readiness." Throughout the strategy document, partnerships are addressed as well as his guidance to improve resilient and agile logistics. In addition, under the National Defense Strategy header of Reform the Department for Greater Performance and Affordability is the sub-header for drive budget discipline and affordability to achieve solvency. Within this strategy is the direction to consolidate and streamline contracts in areas of logistics, information technology and support services. This sewer system project builds both a redundant and resilient system, improves the overall capability of the base and provides for future growth when the DoD identifies missions that can move to Kingsville.

19. Does the project have dual community/military benefit? How? Attach additional pages as necessary as Attachment H. Please keep in mind that this application is limited to 50 pages.

The project benefits both the city and NAS Kingsville by connecting the two city-owned wastewater treatment plants for system redundancy, removes many single point of failure scenarios for both entities, allows access for NAS Kingsville to connect directly to the new line to improve installation sewer system routing, and affords the installation growth capacity for mission expansion or brining on additional mission growth.

The proposed project provides two lift stations and a force main sewer line connecting the South WWTP to the North WWTP. A majority of the line would be on U.S. Navy land at NAS Kingsville.

20. Does the project bring in new missions or expand current missions? How? Attach additional pages as necessary as Attachment I. Please keep in mind that this application is limited to 50 pages.

Currently this project does not bring on new missions or expand current missions. However, the new line affords NAS Kingsville the opportunity to divert current wastewater from aged infrastructure (some parts dating to WWII) to the new line. The new line, coupled with the current system on the base increases overall flow capacity that certainly can accommodate expanding growth from new missions to housing projects.

21. Does the project add resiliency to the military installation? How? Attach additional pages as necessary as Attachment J. Please keep in mind that this application is limited to 50 pages.

Absolutely. Now that NAS Kingsville is on city-supplied water with tremendous growth capacity, the parallel capacity to handle wastewater increases with this project. The ability to divert wastewater to an operational city-owned WWTP prevents the installation from sustaining a negative mission impact due to a sewer system breakdown or routine maintenance shutdown.

22. Does the project help the military installation become more efficient or save money on costs such as utilities? How? Attach additional pages as necessary as Attachment K. Please keep in mind that this application is limited to 50 pages.

Yes. NAS Kingsville purchases both water and wastewater/sewage services from the City of Kingsville. Using services available within the community has saved NAS Kingsville hundreds of thousands of dollars over the last several years in O&M (Operations and Maintenance) as well as replacement costs. This improvement to the wastewater system by joining the North and South WWTPs creates a redundant system will only increase those savings in future years. In addition, as the original sewer system on the installation ages (parts dating to WWII), the costs to repair their system could be quite high depending on the failure location (e.g., beneath the active runways or aircraft aprons). This new line affords NAS Kingsville a close and new contact location for base-specific system improvements.

Projected Completion Date & Milestones of Project

23. Complete the following applicable milestones:

Begin Construction As soon as DEAAG approval of funding.

Complete Construction 20 months.

Purchase Machinery & Equipment N/A.

Begin Operations 20 months from approval of DEAAG funding.

Fully Operational 20 months from approval of DEAAG funding.

24. Is construction on Department of Defense property?

☒ Yes ☐ No

25. Is construction on local, city, or county owned property?

☒ Yes ☐ No

26. Please provide limited and relevant information concerning your expenses for the project. For example, provide an overview of a budget as opposed to the full budget. Please provide as attachment L. Please keep in mind that this application is limited to 50 pages.

The Office of the Governor follows Universal Grant Management Standards as set by the State of Texas and the Federal Government. Please review these standards before submitting your projected expenses.

For more information, visit <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>

Administrative costs will not be reimbursed through this grant.

Project Expense Estimate

Expense Estimates Schedule (Grant Funds Only)

27. Complete the following by state fiscal year (September 1 – August 31).

Purchase of Property/ <u>Easement Acquisition</u>	\$ 151,000.00
Professional & Consultant Services	\$ 538,000.00
New Construction (Infrastructure)	\$ 2,200,983.00
Rehabilitation & Renovation (Infrastructure)	\$ 174,017.00
Capital Equipment ⁵	\$ 0.00
Facilities Insurance	\$ 0.00
Training Equipment ⁶	\$ 0.00
Training Supplies ⁷	\$ 0.00
Matching Funds	
Total Cost (Grant Funds Only)	\$ 3,064,000.00

Provide any clarification in the following space:

1. Navy requires a permanent easement be purchased by the City of Kingsville on federally owned property. \$151,000.00 is estimated for all administrative costs to execute the sale as well as the purchase price.
2. Engineering services.
3. R&R (Infrastructure). Estimated cost to improve and make ready existing sewage pipes, north and south of the installation, to join the new section of sewage pipe.
4. Project insurance required.

⁵ Per UGMS, "Equipment" means an article of nonexpendable, tangible personal property having a useful life of more than one year and a per unit acquisition cost of \$5,000 or more.

⁶ *Id.*

⁷ Per UGMS, items of equipment with a per unit acquisition cost of less than \$5,000 are considered to be supplies.

Project Funding Sources

Funding Schedule

28. Please complete the following where applicable:

Funding Type	Source	Amount of Funding
Federal		
State		
	DEAAG-TMPC	\$ 3,064,000.00
Other State Entity		
Local		
	City of Kingsville	\$ 650,000.00
Other		
Total		\$ 3,714,000.00

Other Financial Partners

26. Is DEAAG the sole source of project funding? If no, please provide additional information in the section below.

☐ Yes ☒ No

Provide a description explaining the funding types and sources identified in the funding schedule. Include a description of any ongoing efforts to acquire funding from other sources including federal agencies and other financial partners. Attach additional pages as necessary as Attachment M. Please keep in mind that this application is limited to 50 pages.

City of Kingsville will provide 21% towards the cost of this project.

Request for Exceptional Funding

This question must be filled out if you are receiving more than 50% of your project funds from the TMPC. If it is not filled out, you cannot be granted more than 50% of your request.

☐ Applicant is not requesting exceptional funding

27. Establish and provide justification if requesting greater than 50 percent grant match under Texas Government Code §436.202 and 1 TAC § 4.34; provide explanation and documentation that local community budget and resources are not adequate or available. Justification should include information on the lack of revenue and resources prompting this request. Provide specific information on local efforts to secure adequate funding. *Attach additional pages as necessary as Attachment N.* Please keep in mind that this application is limited to 50 pages.

City of Kingsville is requesting the exceptional funding status for the following reasons:

1. The city has an Economic Development Corporation; however, it is not a Type 4A/4B with revenue.
2. City can provide a 21% cash match, which is the limits of our financial resources for this project. In the event of cost overruns, the City does have reserves that could be utilized to complete the project.
3. Our City and Kleberg County have below the state average per capita incomes of only \$37,000. The state per capita income is ~\$56,000. Our tax base is not large enough to afford a 50% cash match.

Additional Information

Please provide additional applicable information specific to this project (attach additional pages as necessary as Attachment O). Please keep in mind that this application is limited to 50 pages.

Certification of Application

Grantee Governing Body Representative (Required)

Prefix Mr.

First Name Mark

Last Name McLaughlin

Title City Manager

Organization City of Kingsville

Mailing Address P.O. 1458 Kingsville, Texas, 78364

Phone Number (361) 595-8002

Fax Number (361) 592-8024

Email Address citymanager@cityofkingsville.com

To the best of my knowledge and belief, the information contained in this Defense Economic Adjustment Assistance Grant Application is true and correct, as evidenced by my signature below. Furthermore, I affirm the authorized representative, the applicant author, or contact person and the project administrator have read chapter 436 of the Texas Government Code and the program administrative rules may be found in Subchapter B of Title 1, Chapter 4 of the Texas Administrative Code and are familiar with the provisions contained therein.

Signature _____ Date _____

(Governing Body Representative)

Participating Legal Counsel (Optional)

This page may be discarded from application package if not used.

☐ No legal counsel involved in the project

Prefix Ms.

First Name Courtney

Last Name Alvarez

Title City Attorney

Organization City of Kingsville

Mailing Address P.O. Box 1458 Kingsville, Texas 78364

Phone Number (361) 595-8016

Fax Number (361) 592-4696

Email Address attny@cityofkingsville.com

I confirm that the above-named legal counsel has been retained to participate in this application process as outlined above.

Signature _____ Date _____
(*Governing Body Representative*)

Printed Name _____ Title _____

To the best of my knowledge and belief, the information in this Defense Economic Adjustment Assistance Grant Application is true and correct.

Signature _____ Date _____
(*Participating Legal Counsel*)

Printed Name _____ Title _____

This page may be discarded from application package if not used.

Prefix

First Name _____

Last Name _____

Title _____

Organization _____

Mailing Address _____

Phone Number _____

Fax Number _____

Email Address _____

Signature _____ Date _____

(Governing Body Representative)

Printed Name _____ Title _____

Signature _____ Date _____

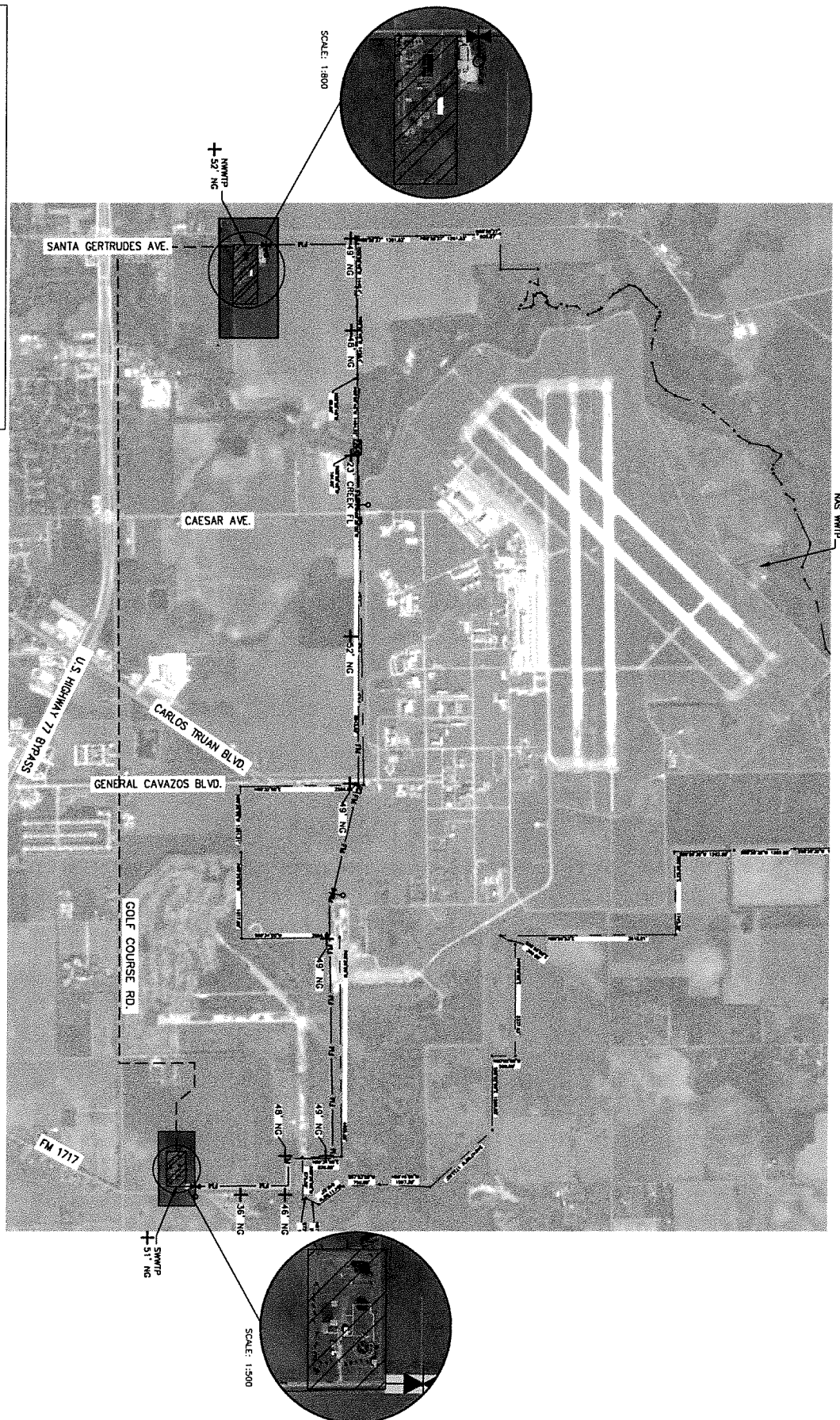
(Participating Grant Administrator)

Printed Name _____ Title _____

---	LIV FORCEMAIN RE-ROUTE OPTION
---	NAS KINGSVILLE LIMITS
---	NAS KINGSVILLE FORCEMAIN
+	WASTEWATER TREATMENT PLANT (WWTP)
---	PROPOSED 20' EASEMENT
---	PROPOSED AIR RELEASE VALVE
---	PROPOSED CASING
+	NATURAL GROUND ELEVATION



CITY OF KINGSVILLE
DEAAG GRANT
SCALE: 1:2000



SHEET
1

SWWTP RE-ROUTE TO NWWTP

CITY OF KINGSVILLE
DEAAG GRANT

Drawn by: V. MARQUEZ
Date: 1/15/2020
Checked by: R. MORA
Job:



CITY OF KINGSVILLE
ENGINEERING DEPARTMENT

400 West King
Kingsville, Texas 78363
Office 361.595.8007
Fax 361.595.8035



engineers | architects | contractors

Solutions Today with a
Vision for Tomorrow

October 3, 2018

Rutilio "Rudy" P. Mora Jr., P.E., CFM
City Engineer
City of Kingsville
400 W. King Avenue
Kingsville, Texas 78364

**Re: 0.2 MGD Wastewater Re-route – FINAL Report
Master Agreement – Task Order No. 1 (Resolution #2018-24)
LNV Proj. No. 170415.010.2**

Dear Mr. Mora:

On April 9, 2018, the City of Kingsville ("City") authorized LNV, Inc. ("LNV") via City Council Resolution #2018-24 to undertake Task Order No. 1 of our Master Services Agreement. The purpose of Task Order No. 1 is to determine the most advantageous way for the City to re-route 0.2 MGD of average daily wastewater flow from the South Wastewater Treatment Plant (SWWTP) to the North Wastewater Treatment Plant (NWWTP). 0.2 MGD average daily flow equates to approximately 572 single-family homes and a flowrate of 139 gpm, or 0.31 cfs. The peak flow generated from 0.2 MGD is approximately 1 MGD (695 gpm, or 1.55 cfs). Three (3) options were to be considered to accomplish this task including: **Option 'A'** – Redirect flow from an existing lift station; **Option 'B'** – Transfer flow from the SWWTP to the NWWTP; and **Option 'C'** – Expand the SWWTP. LNV has reviewed the three (3) options as described further below (see attached *Exhibit A* for a graphical depiction of the proposed options).

OPTION 'A'

With **Option 'A'**, 0.2 MGD of average daily wastewater flow currently directed to the SWWTP would be intercepted from the existing collection systems and directed to the NWWTP via a new lift station and forcemain. **Option 'A-1'** would convey the intercepted 0.2 MGD flow from the new lift station to the closest north-flowing gravity wastewater lines with capacity to convey the flow to the NWWTP. **Option 'A-2'** would convey the intercepted flow from the new lift station all the way to the NWWTP via forcemain. The original thought for **Option 'A'** was to obtain the 0.2 MGD flow from an existing lift station; however, after analyzing the locations of south lift stations, LNV recommended to City staff that a new lift station be constructed at the intersection of W. Ailsie Avenue and S. 6th Street. This location is adjacent to an existing 24" wastewater line from which the 0.2 MGD flow could be intercepted, and the location is close to existing north-flowing gravity lines in 14th Street, requiring a shorter length of new forcemain. After discussions with City staff, an alternate location was chosen east of Pasadena Street on the south side of Bus Hwy 77. This location is even closer to the existing gravity lines in 14th Street and still adjacent to the existing 24" wastewater line. There are open areas at this location suitable for construction of the new lift station. City staff indicated that the City may own property near this location. The Opinion of Probable Cost in *Exhibit B* includes land acquisition costs in the event land purchase is required for the new lift station. The drainage basin for the existing 24" line at this location appears to be approximately 682 acres – sufficient in size to collect the required 0.2 MGD of average daily flow.

In **Option 'A-1'**, the 0.2 MGD average daily wastewater flow would be conveyed from the new lift station via a new 4" forcemain to the upstream manhole in the existing 18" gravity wastewater line in 14th Street located at E. Alexander Avenue - a distance of approximately 3,700 linear feet along the south side of Bus Hwy 77. The route is relatively open with few driveway or street crossings, providing a cost-effective installation. From E. Alexander Avenue, the existing 18" wastewater line runs beneath 14th Street to E. Lee Avenue, then turns east along Lee Avenue to the 17th and Lee Lift Station, a distance of approximately 7,800 linear feet. The 17th and Lee Lift Station conveys wastewater flows to the NWWTP via a forcemain composed of 18" and 24" pipe. Per the capacity evaluation of the 17th and Lee Lift Station prepared by LNV in October 2013, the lift station has a peak capacity of 10,800 gpm. As stated above, 0.2 MGD of average daily flow equals 139 gpm, which represents only 1.3% of the capacity of the lift station. As such, LNV does not anticipate a capacity issue at the 17th and Lee Lift Station resulting from re-routing the additional flow to the lift station. Refer to *Exhibit 'A'*, accompanying this letter, for an illustration of **Option 'A-1'**.

Key to the viability of **Option 'A-1'** is the condition and capacity of the existing 18" gravity line in 14th Street to convey the additional 0.2 MGD flow to the 17th and Lee Lift Station. LNV recommends that the 7,800 linear feet of 18" line be cleaned and inspected using robotic CCTV video inspection equipment. LNV anticipates that there may be several locations along the 7,800 LF route that are obstructed, preventing the CCTV camera to pass. Point repairs will be required at these locations to remove the obstruction and repair the 18" line. LNV has included six (6) point repairs in the cost estimate for **Option 'A-1'**. Upon completion of the CCTV inspection of the 18" line, LNV recommends that three (3) flow monitoring stations be established along the route for a period of three (3) months. These monitoring stations will measure the current flowrates through the line during dry and wet periods (assuming it rains within the 3-month monitoring period).

Full flow capacity of an 18" line is 1,831 gpm. 0.2 MGD equals a flow of 139 gpm, or 8% of the capacity of an 18" line. The best outcome for **Option 'A-1'** would be that the CCTV inspections and flow monitoring reveal that the existing line is in good condition and has the capacity to handle an 8% increase in average daily flow. If the best outcome is realized, LNV estimates the Project Cost of **Option 'A-1'** to be approximately \$1.5 million. Reference *Exhibit 'B'* for an itemized Opinion of Probable Cost.

If the inspection and monitoring results are negative – unacceptable pipe condition, or too much existing flow – the only alternative to continuing pursuit of **Option 'A-1'** would be to improve the existing 18" wastewater line in 14th Street. The City has a project on its long-range CIP budget for the rehabilitation of the existing 18" wastewater line in 14th Street. If it is determined that the existing 18" line is not capable of conveying the additional 0.2 MGD flow, and City staff decides to continue pursuit of **Option 'A-1'** and improve the existing 18" line, then the City would be accomplishing two (2) of its wastewater goals with one (1) project. By combining the two (2) projects, the City would also realize cost savings, because both projects share the need for several project components such as the capacity and condition assessment of the existing 18" wastewater line, wastewater bypass operations, traffic control, stormwater pollution prevention plan, and mobilization costs. The long-range CIP project is programmed for Fiscal Year '22-'23 with a budget of \$2.2 million, including inflation. If it is necessary due to the condition/capacity of the existing 18" wastewater line and City staff decides to combine the two (2) projects, the City could potentially save approximately \$600,000 on the long-range CIP project; that savings being composed of inflation costs and the cost of shared activities.

To avoid the complications of utilizing existing lines to convey the additional wastewater flows to the NWWTP, **Option 'A-2'** provides for the construction of the new 4" forcemain from the new lift station site to the NWWTP. The route of the new forcemain would entail construction along Bus Hwy 77 to Ailsie Street, then along Ailsie Street to Hwy 77, then north along Hwy 77 to the NWWTP, a total

distance of approximately 19,500 linear feet, crossing 33 existing driveways and nine (9) city streets. Due to the limited amount of space available for construction along Ailsie Street and the existing infrastructure along the route, LNV has budgeted 5,000 linear feet of pipe installation via boring to accomplish the construction of the new 4" forcemain. Refer to *Exhibit 'A'*, accompanying this letter, for an illustration of **Option 'A-2'**. In discussions with City staff, it was presented that an alternate route east of Hwy 77 may present a better route. The alternate route is indicated on *Exhibit 'A'*. Additional research and field investigations will be required at a later date to identify route obstructions and the need for and availability of easements to make a final determination on the best route. LNV estimates the Project Cost of **Option 'A-2'** to be approximately \$4.8 million. Reference *Exhibit 'B'* for an itemized Opinion of Probable Cost.

OPTION 'B'

Option 'B-1' involves the installation of a new lift station at the SWWTP and a new 4" forcemain from the SWWTP to the NWWTP. **Option 'B-1'** is similar to **Option 'A-2'** above, but the route of the new 4" forcemain in **Option 'B-1'** is far less complicated. In **Option 'B-1'**, the new 4" forcemain could be installed along FM 3320 – a county road with roadside ditches and far fewer obstructions. The **Option 'B-1'** route crosses approximately ten (10) driveways, six (6) city streets, and requires only four (4) bores totaling 435'. The route provides significantly more room for construction with fewer obstructions, which should reduce construction costs. The length of new 4" forcemain required in **Option 'B-1'** is approximately 23,500' – 4,000' longer than **Option 'A-2'**, but the estimated project cost is only \$2.8 million - \$2 million less than **Option 'A-2'** due to the more construction-friendly route. Reference attached *Exhibit 'A'* and *Exhibit 'B'*. As with **Option 'A-2'**, an alternate route east of Hwy 77 may be preferred.

For additional consideration, **Option 'B-1'** could be upgraded to **Option 'B-2'** for an additional \$1.3 million. In **Option 'B-2'**, the new lift station installed at the SWWTP would be upsized to handle the Peak Flow generated by an 0.2 MGD average daily flow, and the size of the forcemain would be increased from 4" to 8". **Option 'B-2'** would not only accomplish the goal of transferring 0.2 MGD average daily flow from the SWWTP to the NWWTP, but it would also provide the City with the added benefit of a backup to the SWWTP, capable of transferring the entire plant capacity of 1 MGD to the NWWTP, should the SWWTP go down in the future, or need to be shut down for maintenance. The estimated project cost of **Option 'B-2'** is \$4.1 million (see attached *Exhibit 'B'*).

OPTION 'C'

In lieu of transferring wastewater flow from the SWWTP to the NWWTP, **Option 'C'** provides for expansion of the SWWTP to accommodate increased flows. In order to provide an accurate estimate of cost for expanding the SWWTP, LNV would need to perform a complete analysis of the existing SWWTP to determine necessary repairs to existing components and to determine the best way to expand the plant. That said, we estimate the minimum cost to expand the plant to 1.5 MGD average daily flow (a 0.5 MGD increase) would be on the order of \$4 million.

CONCLUSIONS

The goal of this assessment is to determine the best (most advantageous to the City) way to transfer 0.2 MGD of average daily wastewater flow from the SWWTP to the NWWTP. After meeting with City staff and discussing the options proposed in this report, City staff has indicated a preference for **Option 'A-1'**. **Option 'A-1'** is the least expensive of the four (4) options should the existing 18" wastewater line in 14th Street prove capable of conveying the additional flow. If it proves necessary to improve the existing 18" line, combining this project with the future CIP project to improve the 18" wastewater line would accomplish two (2) of the City's wastewater improvement goals in one project

at a cost of approximately \$3.0 million, saving over \$600,000 on the budget proposed for the future CIP project. At \$3.0 million, the combined project would still be close to the least expensive of the four (4) proposed option, being only \$200,000 more than **Option 'B-1'** at \$2.8 million. LNV agrees that **Option 'A-1'** is a beneficial and cost-effective option for the City.

If you have any questions concerning this report, please do not hesitate to call me at 361-883-1984.

Sincerely,
LNV, Inc.
TBPE Firm No. F-366



D. Scott Jones, P.E.
Senior Project Manager

THIS DOCUMENT IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED FOR CONSTRUCTION, BIDDING, PERMIT OR OTHER UNAUTHORIZED PURPOSES. THIS DOCUMENT IS AUTHORIZED TO BE RELEASED FOR STATED PURPOSE BY D. SCOTT JONES, P.E., LICENSE NO. 81986 ON OCTOBER 3, 2018.

Attachments

Cc: File

DSJ/dsj

AGENDA ITEM #8

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Rutilio P. Mora Jr, P.E., City Engineer
DATE: October 26, 2020
SUBJECT: Consider a resolution- Administration Services Agreement with GrantWorks for CDBG-MIT on Drainage Application.

Summary:

On July 13, 2020, the City Commission approved hiring GrantWorks, Inc. to prepare and submit a Community Development Block Grant – Mitigation grant application to the General Land Office (GLO). GLO is requiring that all professional services agreements related to the application are executed and submitted with the application. The application is due October 28, 2020.

Improvements to the drainage infrastructure in the City is needed to prevent flooding during heavy rain events. Currently, the drainage infrastructure across the city is inadequate, resulting in water topping streets, infiltrating residential and commercial structures and damaging property. The proposed project for this application includes the demolition and removal of undersized sewer components, replacement of over 9000 feet of reinforced concrete pipe and more than 23,000 feet of box culverts in 14 locations around the city, repair of 65 storm manholes, and all associated repaving. Some curb and gutter and sidewalk work are also included. Once complete, these improvements will benefit the entire City of Kingsville.

There is no commitment in applying.

Background:

The United States Department of Housing and Urban Development (HUD) allocated \$4,297,189,000 in Community Development Block Grant (CDBG) - Mitigation (MIT) funds to the state of Texas through their notice published in the Federal Register, 84 FR



**City of Kingsville
Engineering Dept.**

45838 (August 30, 2019). The Texas General Land Office (GLO) has been designated by Governor Greg Abbott to administer CDBG-MIT funds on behalf of the state of Texas.

In their Federal Register notice, HUD defines mitigation as:

"Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters."

CDBG-MIT represents an opportunity to fund strategic and high-impact activities to mitigate disaster risks identified by a community and reduce future losses in those areas.

Based on the City's adopted 2018 Master Drainage Plan performed by Kimley-Horn; nine locations were analyzed for drainage improvements. Preliminary design and cost estimate were provided for each location. Additionally, International Consulting Engineers has identified five additional locations where drainage improvements are needed. GrantWorks, Inc. has prepared a grant application for \$36,111,929 to provide funding to construct the identified drainage improvements.

Financial Impact:

The contract amount of \$2,178,716, 6% of the total project cost of the project, will only be paid if the grant is awarded.

Recommendation:

Staff recommends approval of this contract.



RESOLUTION #2020-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A GRANT ADMINISTRATION SERVICES AGREEMENT WITH GRANTWORKS FOR CDBG-MIT PROGRAM FOR DRAINAGE SYSTEM IMPROVEMENTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville intends to apply for a Community Development Block Grant-Mitigation (CDBG-MIT) program administered by the Texas General Land Office seeking funding for drainage improvements;

WHEREAS, participation in CDBG-MIT programs requires implementation by professionals experienced in the administration of federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services was completed in accordance with the GLO requirements;

WHEREAS, RFP Bid #20-12 for Grant Administration Services was advertised in the local paper and an email was sent to eight Grant Administrators on June 18, 2020; the last day to receive RFP's was July 2, 2020 at 2:00 pm; and, one RFP was received which was from GrantWorks Inc.;

WHEREAS, the proposals received by the due date were reviewed by the Selection Committee to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources;

WHEREAS, the City selected a grant administrator to assist with grant compliance for this project with funding for such services coming from the grant;

WHEREAS, on July 13, 2020, after complying with the State's solicitation process and scoring requests for proposals for grant administration services, City Staff recommended and City Commission approved the RFP (#20-12) for professional grant administration services related to grant management for the Community Development Block Grant-Mitigation (CDBG-MIT) program administered by the Texas General Land Office be awarded to the firm/applicant scoring the highest in the RFP process, which was GrantWorks, Inc.;

WHEREAS, the City and GrantWorks, Inc. have worked to prepare a contract for Grant Administration Services between the City of Kingsville and GrantWorks, Inc. for drainage improvements through the 2020 CDBG-MIT program and the

parties are hereby bringing the proposed contract to City Commission for approval.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to execute a Grant Administration Services Agreement with GrantWorks for CDBG-MIT Program for Drainage System Improvements in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 26th day of October, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

GRANT ADMINISTRATION SERVICES

PART I - AGREEMENT

THIS AGREEMENT, EFFECTIVE ON THE DATE OF SELECTION BY THE COMMISSION, MADE ON THE 13th DAY OF JULY, 2020 BY AND BETWEEN THE CITY OF KINGSVILLE, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code 252/262 and 2 CFR Part 200.

I. SCOPE OF SERVICES

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation ("CDBG-MIT") Harvey Mitigation funds Contract Number, administered by the Texas General Land Office ("GLO"), as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of Two million one hundred seventy-eight thousand seven hundred sixteen and no/100 Dollars – 6.0% of the grant application in accordance with the following schedule. All payments are conditioned upon submission of invoices by Consultant. The first payment will not be due until the authority to use Grant Funds is issued by the GLO. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific GLO or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

Administrative Services Milestones	Fee	Progress
Project Kick-Off and Startup Package - signatory form; audit certification; labor standards designations; direct deposit form; acquisition report submitted if applicable	\$ 325,682.40	15%
Environmental Notice to Proceed*	\$ 325,682.40	30%
Environmental Review Record complete - Authority to Use Grant Funds issued	\$ 434,243.20	50%
Bid Advertised	\$ 217,121.60	60%
Construction Notice to Proceed	\$ 542,804.00	85%
Construction Complete, Final Wage Compliance Report issued	\$ 217,121.60	95%
Closeout Packet submitted and approved	\$ 108,560.80	100%

ADMINISTRATION SUBTOTAL \$2,171,216.00

Environmental Services	Fee	Progress
Environmental Review Record complete - Authority to Use Grant Funds issued	\$ 7,500.00	100%

TOTAL \$2,178,716.00

***By signing this Agreement, Client issues Notice to Proceed for environmental services and all other administrative services.**

IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars (\$95.00).
1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the GLO required by an amendment, other Contract modification, or a change in GLO policy or practice.
 2. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in GLO policy or practice.
 3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
 4. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
 5. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
 6. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be 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.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.

- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the GLO. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

IX. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services" and "Attachments A-E," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

City of Kingsville
400 W. King Street
Kingsville, TX 78363

BY:



Bruce J. Spitzengel
President

BY:

Sam R. Fugate
Mayor

ATTEST:

BY:

Mary Valenzuela
City Secretary

GRANT ADMINISTRATION SERVICES PART II - TERMS AND CONDITIONS

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **RECORD RETENTION.** In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
6. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data,

studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

9. **CONFLICTS OF INTEREST**

- A. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
- B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the GLO and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the GLO and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the GLO and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).**

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. **GENERAL TERMS REGARDING THIRD-PARTY SERVICES**

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an

endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. **FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
- A. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - B. **SECTION 504 REHABILITATION ACT OF 1973, as amended.** The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 - C. **AGE DISCRIMINATION ACT OF 1975.** The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - D. **SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.**
 - i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
 - E. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this Agreement, the Consultant agrees as follows:
 - i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles

subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. **PATENT RIGHTS AND INVENTIONS.** The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

15. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (F)).

16. **ENERGY EFFICIENCY.** The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200

APPENDIX II (H) and 42 U.S.C. 6201).

17. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

18. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES
PART III - SCOPE OF WORK**



**TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION SERVICES
SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE

SCOPE OF SERVICES REQUESTED

Providers will help Client and the GLO fulfill State and Federal Community Development Block Grant Mitigation ("CDBG-MIT") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist in completion of CDBG-MIT qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Consultant shall furnish pre-funding and post-funding grant administrative services to complete the Mitigation projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-MIT application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete mitigation funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for mitigation funding. The selected administrative firm must follow all requirements of the Texas CDBG Mitigation program.

Grant Administration Services – General

(a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in Section 3.
- vi. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.

vii. Financial duties:

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for mitigation funds.
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.
- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

(b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.

- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties*:

- i. Submit acquisition reports and related documents.
- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

(c) Environmental Services

- i. Assist detailed scope of services
 - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to

biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;

- e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- g. Complete and submit the environmental review into GLO's system of record;
- h. At least one site visit to project location and completion of a field observation report
- i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks will assist in facilitating additional acquisition services that may be required, including any or all of the following activities: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations between the Client and property owners, requesting signatures, filing records, CAD-based fair market value estimates, coordinating the services of appraisers, surveyors, or other third parties. Costs for any third-party acquisition services shall be paid from the Acquisition line item.

AGENDA ITEM #9

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners
CC: Mark McLaughlin, City Manager
FROM: Rutilio P. Mora Jr, P.E., City Engineer
DATE: October 26, 2020
SUBJECT: Consider a resolution- Administrative Services Agreement with GrantWorks, Inc. for CDBG-MIT.

Summary:

On July 13, 2020, the City Commission approved hiring GrantWorks, Inc. to prepare and submit a Community Development Block Grant – Mitigation grant application to the General Land Office (GLO). GLO is requiring that all professional services agreements related to the application are executed and submitted with the application. The application is due October 28, 2020.

Improvements are needed to the City's sanitary sewer system to more efficiently manage inflow of rainwater and reduce its impact on the North and South Wastewater Treatment Plants. This includes the addition of new lines to add capacity to both plants, replacement of damaged lines, rehabilitation of 78 manholes, repair and rehabilitation of 9 lift stations, and the construction of a new lift station. Once complete, these activities will benefit the entire City of Kingsville and make our wastewater system more resilient in the face of major storms.

Background:

The United States Department of Housing and Urban Development (HUD) allocated \$4,297,189,000 in Community Development Block Grant (CDBG) - Mitigation (MIT) funds to the state of Texas through their notice published in the Federal Register, 84 FR 45838 (August 30, 2019). The Texas General Land Office (GLO) has been designated by Governor Greg Abbott to administer CDBG-MIT funds on behalf of the state of Texas.

In their Federal Register notice, HUD defines mitigation as:



**City of Kingsville
Engineering Dept.**

"Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters."

CDBG-MIT represents an opportunity to fund strategic and high-impact activities to mitigate disaster risks identified by a community and reduce future losses in those areas.

There is no commitment in applying.

Financial Impact:

The contract amount of \$583,449, 8% of the total project cost, will only be paid if the grant is awarded.

Recommendation:

Staff recommends approval of this contract.



RESOLUTION #2020-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A GRANT ADMINISTRATION SERVICES AGREEMENT WITH GRANTWORKS FOR CDBG-MIT PROGRAM FOR SEWER SYSTEM IMPROVEMENTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville intends to apply for a Community Development Block Grant-Mitigation (CDBG-MIT) program administered by the Texas General Land Office seeking funding for sewer system improvements;

WHEREAS, participation in CDBG-MIT programs requires implementation by professionals experienced in the administration of federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services was completed in accordance with the GLO requirements;

WHEREAS, RFP Bid #20-12 for Grant Administration Services was advertised in the local paper and an email was sent to eight Grant Administrators on June 18, 2020; the last day to receive RFP's was July 2, 2020 at 2:00 pm; and, one RFP was received which was from GrantWorks Inc.;

WHEREAS, the proposals received by the due date were reviewed by the Selection Committee to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources;

WHEREAS, the City selected a grant administrator to assist with grant compliance for this project with funding for such services coming from the grant;

WHEREAS, on July 13, 2020, after complying with the State's solicitation process and scoring requests for proposals for grant administration services, City Staff recommended and City Commission approved the RFP (#20-12) for professional grant administration services related to grant management for the Community Development Block Grant-Mitigation (CDBG-MIT) program administered by the Texas General Land Office be awarded to the firm/applicant scoring the highest in the RFP process, which was GrantWorks, Inc.;

WHEREAS, the City and GrantWorks, Inc. have worked to prepare a contract for Grant Administration Services between the City of Kingsville and GrantWorks, Inc. for sewer system improvements through the 2020 CDBG-MIT program and

the parties are hereby bringing the proposed contract to City Commission for approval.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to execute a Grant Administration Services Agreement with GrantWorks for CDBG-MIT Program for Sewer System Improvements in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 26th day of October, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

GRANT ADMINISTRATION SERVICES

PART I - AGREEMENT

THIS AGREEMENT, EFFECTIVE ON THE DATE OF SELECTION BY THE COMMISSION, MADE ON THE 13th DAY OF JULY, 2020 BY AND BETWEEN THE CITY OF KINGSVILLE, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code 252/262 and 2 CFR Part 200.

I. SCOPE OF SERVICES

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation ("CDBG-MIT") 2016 Mitigation] funds Contract Number, administered by the Texas General Land Office ("GLO"), as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of five hundred eighty-three thousand four hundred forty-nine and no/100 dollars (\$583,449) – 8.0% of the grant application in accordance with the following schedule. All payments are conditioned upon submission of invoices by Consultant. The first payment will not be due until the authority to use Grant Funds is issued by the GLO. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties that these milestones measure overall contract progress facilitated by the Consultant's performance of the services, and any particular milestone will be achieved or that any specific GLO or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

Administrative Services Milestones	Fee	Progress
Project Kick-Off and Startup Package - signatory form; audit certification; labor standards designations; direct deposit form; acquisition report submitted if applicable	\$ 86,392.35	15%
Environmental Notice to Proceed*	\$ 86,392.35	30%
Environmental Review Record complete - Authority to Use Grant Funds issued	\$ 115,189.80	50%
Bid Advertised	\$ 57,594.90	60%
Construction Notice to Proceed	\$ 143,987.25	85%
Construction Complete, Final Wage Compliance Report issued	\$ 57,594.90	95%
Closeout Packet submitted and approved	\$ 28,797.45	100%

ADMINISTRATION SUBTOTAL \$ 575,949.00

Environmental Services	Fee	Progress
Environmental Review Record complete - Authority to Use Grant Funds issued	\$ 7,500.00	100%

TOTAL \$ 583,449.00

***By signing this Agreement, Client issues Notice to Proceed for environmental services and all other administrative services.**

IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars (\$95.00).
1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the GLO required by an amendment, other Contract modification, or a change in GLO policy or practice.
 2. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in GLO policy or practice.
 3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
 4. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
 5. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
 6. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be 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.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.

- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract record or submitted as final documents to the Client or the GLO. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

IX. TERMS AND CONDITIONS

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services" and "Attachments A-E," which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

City of Kingsville
400 W. King Street
Kingsville, TX 78363

BY:



Bruce J. Spitzengel
President

BY:

Sam R. Fugate
Mayor

ATTEST:

BY:

Mary Valenzuela
City Secretary

GRANT ADMINISTRATION SERVICES PART II - TERMS AND CONDITIONS

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **RECORD RETENTION.** In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
6. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data,

studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

9. **CONFLICTS OF INTEREST**

- A. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
- B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the GLO and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the GLO and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the GLO and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.

10. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).**

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

11. **GENERAL TERMS REGARDING THIRD-PARTY SERVICES**

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an

endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. **FEDERAL COMPLIANCE.** During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
- A. **CIVIL RIGHTS ACT OF 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - B. **SECTION 504 REHABILITATION ACT OF 1973, as amended.** The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 - C. **AGE DISCRIMINATION ACT OF 1975.** The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - D. **SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.**
 - i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
 - E. **EQUAL OPPORTUNITY CLAUSE.** During the performance of this Agreement, the Consultant agrees as follows:
 - i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.
- iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles

subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. **PATENT RIGHTS AND INVENTIONS.** The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

15. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (F)).

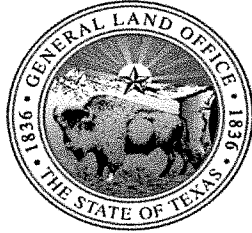
16. **ENERGY EFFICIENCY.** The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200

APPENDIX II (H) and 42 U.S.C. 6201).

17. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

18. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES
PART III - SCOPE OF WORK**



**TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION SERVICES
SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE

SCOPE OF SERVICES REQUESTED

Providers will help Client and the GLO fulfill State and Federal Community Development Block Grant Mitigation ("CDBG-MIT") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist in completion of CDBG-MIT qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Consultant shall furnish pre-funding and post-funding grant administrative services to complete the Mitigation projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-MIT application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete mitigation funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for mitigation funding. The selected administrative firm must follow all requirements of the Texas CDBG Mitigation program.

Grant Administration Services – General

(a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in Section 3.
- vi. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.

vii. Financial duties:

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for mitigation funds.
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.
- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

(b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.

- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties*:

- i. Submit acquisition reports and related documents.
- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

(c) Environmental Services

- i. Assist detailed scope of services
 - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to

biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;

- e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
- g. Complete and submit the environmental review into GLO's system of record;
- h. At least one site visit to project location and completion of a field observation report
- i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks will assist in facilitating additional acquisition services that may be required, including any or all of the following activities: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations between the Client and property owners, requesting signatures, filing records, CAD-based fair market value estimates, coordinating the services of appraisers, surveyors, or other third parties. Costs for any third-party acquisition services shall be paid from the Acquisition line item.

AGENDA ITEM #10

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: October 26, 2020

SUBJECT: Consider a resolution - Professional Engineering / Architectural / Surveying Services Agreement with International Consulting Engineers (ICE) for CDBG-MIT on Drainage and Sewer Improvements Application.

Summary:

On August 24, 2020, the City Commission approved hiring International Consulting Engineers. to provide engineering services in connection a Community Development Block Grant – Mitigation grant application to the General Land Office (GLO). GLO is requiring that all professional services agreements related to the application are executed and submitted with the application. The application is due October 28, 2020.

Improvements to the drainage and sanitary sewer infrastructure in the City is needed to prevent flooding during heavy rain events. Currently, the drainage infrastructure across the city is inadequate, resulting in water topping streets, infiltrating residential and commercial structures and damaging property. The proposed project for this application includes the demolition and removal of undersized sewer components, replacement of over 9000 feet of reinforced concrete pipe and more than 23,000 feet of box culverts in 14 locations around the city, repair of 65 storm manholes, and all associated repaving. Some curb and gutter and sidewalk work are also included. Once complete, these improvements will benefit the entire City of Kingsville. Sewer portion consists of Manhole Rehab, I & I Study, Lift Station Mitigation, a new lift station, wastewater line rehab.

There is no commitment in applying.



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SCOPE OF SERVICES REQUESTED

ICE will help the Client and GLO fulfill State and Federal Community Development Block Grant Mitigation ("CDBG-MIT") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Firms will assist in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Firms will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations



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- ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 25%
 - xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
 - (e) Perform subsurface explorations for project sites, as necessary.
 - (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
 - (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
 - (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
 - (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
 - (j) Prepare plans and profiles, including vertical design information for the selected alternative.
 - (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
 - (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
 - (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.



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Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.



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Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).
- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.



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- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final "as built" report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.
- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.



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- (e) Provide Planning Studies as may be required for a project.
- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.



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Engineering Dept.**

Background:

The United States Department of Housing and Urban Development (HUD) allocated \$4,297,189,000 in Community Development Block Grant (CDBG) - Mitigation (MIT) funds to the state of Texas through their notice published in the Federal Register, 84 FR 45838 (August 30, 2019). The Texas General Land Office (GLO) has been designated by Governor Greg Abbott to administer CDBG-MIT funds on behalf of the state of Texas.

In their Federal Register notice, HUD defines mitigation as:

"Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters."

CDBG-MIT represents an opportunity to fund strategic and high-impact activities to mitigate disaster risks identified by a community and reduce future losses in those areas.

Based on the City's adopted 2018 Master Drainage Plan performed by Kimley-Horn; nine locations were analyzed for drainage improvements. Preliminary design and cost estimate were provided for each location. Additionally, International Consulting Engineers has identified five additional locations where drainage improvements are needed. GrantWorks, Inc. has prepared a grant application for \$36,311,929 to provide funding to construct the identified drainage improvements. Plus \$7,293,111 in grant funding to construct the identified sanitary sewer improvements.

Financial Impact:

The ICE contract amount of \$5,384,782 - (\$4,500,000 for drainage and \$884,782 for sewer), which is within the General Land Office's engineering fee cap of 15% of the construction cost of the project, will only be paid if the grant is awarded.

Recommendation:

Staff recommends approval of this contract.



RESOLUTION #2020-_____

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH INTERNATIONAL CONSULTING ENGINEERS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) PROGRAM FOR DRAINAGE AND SEWER SYSTEM IMPROVEMENTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to apply for the 2020 CBDG-MIT Program administered through the GLO and needs to obtain the services of a professional engineer for said application and project; and

WHEREAS, the CDBG-MIT Program requires implementation by professionals experienced in federally funded projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with GLO requirements and state law; and

WHEREAS, the City advertised RFQ #20-13 in the local newspaper and emailed ten engineering firms on July 30, 2020 and four RFQ's were submitted by the August 14, 2020 deadline; and

WHEREAS, the City Selection Review Committee (Commissioner Leubert, City Manager McLaughlin, and City Engineer Mora) each reviewed the four RFQ's using an Engineer Rating Sheet and the evaluated totals resulted in International Consulting Engineers (ICE) as the highest scoring Professional Engineering Services Provider;

WHEREAS, the proposals received for RFQ #20-13 by the due date were reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

WHEREAS, the City Commission officially selected International Consulting Engineers (ICE) as the engineering firm for this grant on August 24, 2020, and staff has negotiated a contract for a fair and reasonable price under the Professional Services Procurement Act with the firm and now brings the contract back before City Commission for approval.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to execute an Engineering Services Agreement with International Consulting Engineers (ICE) for CDBG-MIT Program for drainage and sewer system improvements in accordance with Exhibit A hereto attached and made a part thereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
26th day of October, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I - AGREEMENT

THIS AGREEMENT, effective on the date of selection by the City Commission, made on the 24th Day of August, 2020 by and between the City of Kingsville, Texas, hereinafter called the "Client" and International Consulting Engineers (ICE) hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation ("CDBG-MIT") funds, administered by the Texas General Land Office ("GLO") to fund activities to mitigate disaster risks and increase resiliency to disasters, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

The parties mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part IV, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.
3. Local Program Liaison - For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of is \$5,384,782 of the total CDBG-MIT construction budget of \$36,665,101 This is within the General Land Office's engineering fee cap of 15%. This fee is justifiable and acceptable for several reasons: the extensive work ICE undertakes in preparing project budgets and mapping which results in no fee if not funded; the preparation of project design, surveying, Geotech, construction plans and specs, bid documents, and construction management as well as our investment in hiring and training highly qualified licensed engineers; and the quality of our past work as demonstrated in our proposal. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II - Payment Schedule of this Agreement.
5. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kleberg County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be 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.

- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Extent of Agreement - This Agreement, which **includes Parts I-V and Attachments A-E**, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
(Local City Official)

Sam R. Fugate
(Printed Name)

Mayor
(Title)

BY: _____
(Firm/Contractor's Authorized Representative)

(Printed Name)

President / CEO
(Title)

ENGINEERING SERVICES
PART II– PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone		% of Contract Fee
<ul style="list-style-type: none">• Engineering Notice to Proceed• 100% Design Approved• Bid Advertise• Construction Notice to Proceed• As-Builts/ CoCC/FWCR		30%
		30%
		10%
		15%
		15%
Total		100%

ENGINEERING SERVICES

PART III - TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City.
City may at any time and for any reason terminate Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally with mediation occurring at a location in Kingsville or Corpus Christi that is agreeable to both parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of Interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the City or this Agreement. The Firm further

warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246

of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

- 15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- 18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3

preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. Patent Rights and Inventions -The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23. Energy Efficiency – The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).
24. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's CDBG-MIT contract with GLO.
25. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
26. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
27. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
28. GLO Local Infrastructure Program Engineering Fee Cap. Total engineering fees paid under this Engineering Contract, including any subcontracts, shall not exceed the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.) Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the total not-to-exceed fee owed to the engineer to not more than fifteen percent (15%) of the new total construction activity budget.

ENGINEERING SERVICES
PART IV - SCOPE OF WORK



TEXAS GENERAL LAND OFFICE
ENGINEERING
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED.....
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS
ENGINEERING SERVICES.....

SCOPE OF SERVICES REQUESTED

Firms will help the Client and GLO fulfill State and Federal Community Development Block Grant Mitigation (“CDBG-MIT”) statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Firms will assist in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Firms will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details

- vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 25%
 - xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
 - (e) Perform subsurface explorations for project sites, as necessary.
 - (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
 - (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
 - (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
 - (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
 - (j) Prepare plans and profiles, including vertical design information for the selected alternative.
 - (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
 - (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
 - (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:

- i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
 - (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
 - (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
 - (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).

- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final “as built” report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.

- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.
- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.

ENGINEERING SERVICES
PART V - PROJECT TIME SCHEDULE

SEE ATTACHED SCHEDULE (DATED 10/21/2020)

PROJECT TIME SCHEDULE

CITY OF KINGSVILLE
STORM WATER & WASTEWATER
IMPROVEMENTS

ID	Task Name	Duration	Start	Finish	20	Qtr 1, 2021	Qtr 2, 2021	Qtr 3, 2021	Qtr 4, 2021	Qtr 1, 2022
1	CITY OF KINGSVILLE - CDBG GLO STORM WATER AND WASTE	180 days?	Fri 1/1/21	Thu 9/9/21						
2	AWARD OF PROJECT ENGINEERING CONTRACT	1 day	Fri 1/1/21	Fri 1/1/21						
3	NOTICE TO PROCEED	14 days	Mon 1/4/21	Thu 1/21/21						
4	TASK I - GENERAL REQUIREMENTS AND KICK OFF	33 days	Fri 1/22/21	Tue 3/9/21						
5	Coordination with City of Kingsville	5 days	Fri 1/22/21	Thu 1/28/21						
6	Field verification and assessment	20 days	Tue 6/29/21	Mon 7/26/21						
7	Coordination with appropriate federal, state and local agencies, departments, and entities	5 days	Tue 7/27/21	Mon 8/2/21						
8	Development of an environmental plan	3 days	Tue 8/3/21	Thu 8/5/21						
9	TASK II - INITIAL ENGINEERING AND DESIGN SUPPORT	30 days	Thu 8/5/21	Wed 9/15/21						
10	Provid Engineering Feasibility Report	30 days	Fri 8/6/21	Thu 9/16/21						
11	TASK III - ENGINEERING AND FINAL DESIGN SUPPORT	90 days	Thu 9/16/21	Wed 1/19/22						
12	Review all current available hydraulic analysis data for all identified and problem areas	3 days	Thu 9/16/21	Mon 9/20/21						
13	Identify and evaluate adequacy of existing storm drainage systems from drainage reports, drainage plans, and subdivision plans	3 days	Tue 9/21/21	Thu 9/23/21						
14	Perform 5, 10, and 25 yr Hydraulic Analysis with USACE HEC-RAS modeling program on the surveyed Cross-Sections, Constructed Improvements, Hydraulic Structures, and other features.	3 days	Fri 9/24/21	Tue 9/28/21						
15	Assemble the models based on field data and topographic data.	3 days	Wed 9/29/21	Fri 10/1/21						
16	Determine the potential impacts of larger storm events, such as hurricanes	3 days	Mon 10/4/21	Wed 10/6/21						
17	Determine what improvements are required in order to handle a 50 and 100 yr storm event	3 days	Thu 10/7/21	Mon 10/11/21						
18	30% Design submittal of projects	20 days	Tue 10/12/21	Mon 11/8/21						
19	60% Design Submittal of projects	20 days	Tue 11/9/21	Mon 12/6/21						
20	90% Design Submittal of Projects	20 days	Tue 12/7/21	Mon 1/3/22						
21	Final Design Submittal of Projects	12 days	Tue 1/4/22	Wed 1/19/22						
22	TASK IV - BID AND AWARD SUPPORT	25 days	Wed 1/19/22	Tue 2/22/22						
23	Prepare drawings, specifications and estimates for construction bids depicting all proposed storm drainage improvements	25 days	Thu 1/20/22	Wed 2/23/22						
24	TASK V - CONTRACT MANAGEMENT AND CONSTRUCTION OVERSIGHT	3 days?	Wed 2/23/22	Fri 2/25/22						
25	<New Task>	1 day?	Thu 2/24/22	Thu 2/24/22						
26		1 day?	Fri 2/25/22	Fri 2/25/22						

Task	External Tasks	Duration-only	External Tasks
Split	External MileTask	Manual Summary Rollup	External Milestone
Milestone	Inactive Milestone	Manual Summary	Progress
Summary	Inactive Summary	Start-only	Split
Project Summary	Manual Task	Finish-only	

Project: COH PROJECT SCHEDULE-
Date: Wed 10/21/20

Exhibit 1. MONTHLY STATUS REPORT

Grant Subrecipient: _____

Date Submitted: _____

Grant No.: _____

Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name

Date Cleared by Grant Administrator

_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Subrecipient*

AGENDA ITEM #11

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: October 26, 2020

SUBJECT: Discuss and consider a resolution authorizing the submission of a Community Development Block Grant-Mitigation (CDBG-MIT) application to the Texas General Land Office (GLO) for drainage system improvements and authorizing the Mayor and City Manager to act as the City's Executive Officers and Authorized Representatives in all matters pertaining to the City's participation in the CDBG-MIT Program.

Summary:

On October 13, 2020, the City Commission approved a resolution to request financial assistance from any program the City may qualify for; authorizing the filing of an application for assistance; and making certain findings in connection therewith. Additionally, On October 13, 2020, the City Commission heard the introduction of an ordinance amending the City of Kingsville Drainage Master Plan (DMP).

One such program for which the City qualifies is the Community Development Block Grant – Mitigation (CDBG-MIT) program administered by the Texas General Land Office (GLO). A total of three individual applications can be submitted by the City to this program; this memo is in regard to one of those applications. The funds are intended to restore and fortify local infrastructure against damages caused by hurricanes/tropical storms/tropical depressions, severe coastal flooding, and/or riverine flooding.

Improvements to the drainage infrastructure in the City is needed to prevent flooding during heavy rain events. Currently, the drainage infrastructure across the city is inadequate, resulting in water topping streets, infiltrating residential and commercial structures and damaging property. The proposed project for this application includes



**City of Kingsville
Engineering Dept.**

the demolition and removal of undersized sewer components, replacement of over 9000 feet of reinforced concrete pipe and more than 23,000 feet of box culverts in 14 locations around the city, repair of 65 storm manholes, and all associated repaving. Some curb and gutter and sidewalk work are also included. Once complete, these improvements will benefit the entire City of Kingsville.

Background:

On August 30, 2019, the U.S. Department of Housing and Urban Development (HUD) announced via a *Federal Register* notice the allocation of \$6.875 billion appropriated under the Supplemental Appropriations for Disaster Relief Requirements Act, 2018 Public Law (P.L.) 115-123 in response to 2015, 2016, and 2017 disasters. The State of Texas was allocated \$4,297,189,000.00 from this appropriation and the General Land Office was identified as the administrative agency. On March 13, 2020, Acting Assistant Secretary for Community Planning and Development John Gibbs approved the State of Texas's Action Plan for Community Development Block Grant Mitigation administration of funds. These funds are to be allocated in designated areas for disaster mitigation activities. HUD's Mitigation Definition as stated in the Federal Register, 84 FR 45838 (August 30, 2019) is as follows:

"Activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters."

Eligible activities include improving flood control and drainage, improvements to water and sewer facilities, streets, multifamily housing, dike/dam/stream/riverbank repairs, buyouts or acquisition, and other measures.

There is no commitment in applying.

Financial Impact:

A match of 1% of the total project costs is required. For the proposed drainage system improvement project, that amount is \$366,787.00.

Recommendation:

Staff recommends approval of this resolution.



RESOLUTION #2020_____

A RESOLUTION OF THE CITY COMMISSION OF KINGSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) APPLICATION TO THE TEXAS GENERAL LAND OFFICE FOR DRAINAGE SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT PROGRAM.

WHEREAS, the City of Kingsville desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist related to disastrous events, which represent a threat to the public health, safety and welfare; and

WHEREAS, it is necessary and in the best interests of the citizens of the City of Kingsville to apply for funding under the CDBG-MIT Program;

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

1. That a CDBG-MIT application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Community Development Block Grant-Mitigation.
2. That the application be for \$36,311,929 of grant funds to provide citywide drainage system improvements.
3. That the Mayor and City Manager are designated as the Chief Executive Officers and Authorized Representatives to act in all matters in connection with this application and participation in the CDBG-MIT Program.
4. That the Mayor is designated to oversee all grant activities so as to ensure there are no Conflicts of Interest.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That contributing funds in the amount of \$366,787 in cash are committed by the City of Kingsville toward application activities.
7. That this resolution shall be and become effective on or after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 26th day of October, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #12

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: October 16, 2020

SUBJECT: Discuss and consider a resolution authorizing the submission of a Community Development Block Grant-Mitigation (CDBG-MIT) application to the Texas General Land Office for sewer system improvements and authorizing the Mayor and City Manager to act as the City's Executive Officers and Authorized Representatives in all matters pertaining to the City's participation in the CDBG-MIT Program.

Summary:

On October 13, 2020, the City Commission approved a resolution to request financial assistance from any program the City may qualify for; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

One such program for which the City qualifies is the Community Development Block Grant – Mitigation (CDBG-MIT) program administered by the Texas General Land Office (GLO). A total of three individual applications can be submitted by the City to this program; this memo is in regard to one of those applications. The funds are intended to restore and fortify local infrastructure against damages caused by hurricanes/tropical storms/tropical depressions, severe coastal flooding, and/or riverine flooding.

Improvements are needed to the City's sanitary sewer system to more efficiently manage inflow of rainwater and reduce its impact on the North and South Wastewater Treatment Plants. This includes the addition of new lines to add capacity to both plants, replacement of damaged lines, rehabilitation of 78 manholes, repair and rehabilitation of 9 lift stations, and the construction of 3 new lift stations. Once complete, these activities will benefit the entire City of Kingsville and make our wastewater system more



**City of Kingsville
Engineering Dept.**

resilient in the face of major storms. An application in the amount of \$7,293,111 will be made to cover 99% of these costs.

Background:

On August 30, 2019, the U.S. Department of Housing and Urban Development (HUD) announced via a *Federal Register* notice the allocation of \$6.875 billion appropriated under the Supplemental Appropriations for Disaster Relief Requirements Act, 2018 Public Law (P.L.) 115-123 in response to 2015, 2016, and 2017 disasters. The State of Texas was allocated \$4,297,189,000.00 from this appropriation and the General Land Office was identified as the administrative agency. On March 13, 2020, Acting Assistant Secretary for Community Planning and Development John Gibbs approved the State of Texas's Action Plan for Community Development Block Grant Mitigation administration of funds. These funds are to be allocated in designated areas for disaster mitigation activities. HUD's Mitigation Definition as stated in the Federal Register, 84 FR 45838 (August 30, 2019) is as follows:

"Activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters."

Eligible activities include improving flood control and drainage, improvements to water and sewer facilities, streets, multifamily housing, dike/dam/stream/riverbank repairs, buyouts or acquisition, and other measures.

There is no commitment in applying.

Financial Impact:

A match of 1% of the total project costs is required. For the proposed sewer improvement project, that amount is \$73,668.

Recommendation:

Staff recommends approval of this resolution.



RESOLUTION #2020_____

A RESOLUTION OF THE CITY COMMISSION OF KINGSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) APPLICATION TO THE TEXAS GENERAL LAND OFFICE FOR DRAINAGE SYSTEM IMPROVEMENTS AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT PROGRAM.

WHEREAS, the City of Kingsville desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist related to disastrous events, which represent a threat to the public health, safety and welfare; and

WHEREAS, it is necessary and in the best interests of the citizens of the City of Kingsville to apply for funding under the CDBG-MIT Program;

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

1. That a CDBG-MIT application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Community Development Block Grant-Mitigation.
2. That the application be for \$7,293,111 of grant funds to provide citywide sewer system improvements.
3. That the Mayor and City Manager are designated as the Chief Executive Officers and Authorized Representatives to act in all matters in connection with this application and participation in the CDBG-MIT Program.
4. That the Mayor is designated to oversee all grant activities so as to ensure there are no Conflicts of Interest.
5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
6. That contributing funds in the amount of \$73,668 in cash are committed by the City of Kingsville toward application activities.
7. That this resolution shall be and become effective on or after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the 26th day of October, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #13

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: October 26, 2020

SUBJECT: Discuss and consider approving a Citizen Participation Plan to be included with the submission of a Community Development Block Grant – Mitigation (CDBG-MIT) application to the Texas General Land Office.

Summary:

The Texas General Land Office (GLO) requires that applicants to the CDBG-MIT program have a Citizen Participation Plan on file. This plan must contain the procedures for receiving and resolving complaints from the general public, technical assistance provided, and public notices, minutes, and attendance lists for any public hearings or meetings or documentation of other citizen participation opportunities. It must also include outreach efforts for notifying the public there are activities proposed where there is the opportunity to provide feedback, particularly low- and moderate-income individuals.

Background:

The United States Department of Housing and Urban Development (HUD) allocated \$4,297,189,000 in Community Development Block Grant (CDBG) - Mitigation (MIT) funds to the state of Texas through their notice published in the Federal Register, 84 FR 45838 (August 30, 2019). The Texas General Land Office (GLO) has been designated by Governor Greg Abbott to administer CDBG-MIT funds on behalf of the state of Texas. In their Federal Register notice, HUD defines mitigation as:

"Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters."



**City of Kingsville
Engineering Dept.**

CDBG-MIT represents an opportunity to fund strategic and high-impact activities to mitigate disaster risks identified by a community and reduce future losses in those areas.

Financial Impact:

There is no financial impact associated with this resolution.

Recommendation:

Staff recommends approval.



**THE CITY OF KINGSVILLE
CITIZEN PARTICIPATION PLAN
TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK
GRANT MITIGATION (CDBG-MIT) PROGRAM**

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of the Texas General Land Office Community Development Block Grant Mitigation (CDBG-MIT) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Kingsville, 400 W. King, Kingsville, TX 78363, 361-595-8002 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG-MIT project(s).

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG-MIT project(s), whether it is a proposed, ongoing, or completed CDBG-MIT project(s), may during regular business hours submit such complaint or grievance, in writing to the City Manager, at PO Box 1458, Kingsville, TX 78364 or 400 W. King, Kingsville, TX 78363 or may contact 361-595-8002.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City Manager shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG-MIT program for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG-MIT funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH EFFORTS

The City shall provide for reasonable public notice, appraisal, examination and comment on the activities proposed for the use of CDBG-MIT funds. These efforts shall include:

1. Provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which CDBG-MIT funds are proposed to be used;
2. Ensure that citizens will be given reasonable and timely access to local meetings, information, and records relating to an entity's proposed and actual use of CDBG-MIT funds;
3. Furnish citizens information, including but not limited to:
 - a) the amount of CDBG-MIT funds expected to be made available
 - b) the range of activities that may be undertaken with the CDBG-MIT funds
 - c) the estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons
 - d) if applicable, the proposed CDBG-MIT activities likely to result in displacement and the entity's anti-displacement and relocation plan
4. Provide citizens with reasonable advance notice of, and opportunity to comment on, proposed activities in an application to the state and, for grants already made, activities which are proposed to be added, deleted or substantially changed from the entity's application to the state. Substantially changed means changes made in terms of purpose, scope, location or beneficiaries as defined by criteria established by the state; and
5. These outreach efforts may be accomplished through one or more of the following methods:
 - a) Publication of notice in a local newspaper—a published newspaper article may be used so long as it provides sufficient information regarding program activities and relevant dates;
 - b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups;
 - c) Posting of notice on the local entity website (if available);
 - d) Public Hearing; or
 - e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods:
 - Certified mail
 - Electronic mail or fax
 - First-class (regular) mail
 - Personal delivery (e.g., at a Council of Governments [COG] meeting)

PUBLIC HEARING PROVISIONS (IF APPLICABLE)

If a public hearing is scheduled and conducted by a CDBG-MIT applicant or recipient, the following public hearing provisions shall be observed:

1. Furnish citizens information, including but not limited to:
 - (a) The amount of CDBG-MIT funds available per application;
 - (b) The range of activities that may be undertaken with the CDBG-MIT funds;
 - (c) The estimated amount of the CDBG-MIT funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
 - (d) The proposed CDBG-MIT activities likely to result in displacement and the unit of general local government's antidisplacement and relocation plans required under 24 CFR 570.488.

2. Public notice of any hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice MUST include the DATE, TIME, LOCATION and TOPICS to be considered at the public hearing. A published newspaper article may also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and an applicant must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to each hearing.
4. When a considerable number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter will be present to accommodate the needs of the non-English speaking residents.
5. City may conduct a public hearing via webinar if they also follow the provisions above. If the webinar is used to conduct a public hearing, a physical location with associated reasonable accommodations must be made available for citizens to participate so as to ensure that those individuals without necessary technology are able to participate.
6. If applicable, the locality must retain documentation of the hearing notice(s), attendance lists, minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three years after the project is closed out. Such records must be made available to the public in accordance with Chapter 552, Government Code.

Sam R. Fugate, Mayor
City of Kingsville

Date

LA CIUDAD DE KINGSVILLE
PLAN DE PARTICIPACIÓN DEL CIUDADANO
TEXAS GENERAL LAND OFFICE (GLO) PROGRAMA DE MITIGACION (CDBG-
MIT) BLOQUE DE DESARROLLO COMUNITARIO

PROCEDIMIENTOS DE QUEJAS

Estos procedimientos de queja cumplen con los requisitos del Programa de Recuperación de Desastres (CDBG-MIT) y los Requisitos de Gobiernos Locales del Código de Regulaciones Federales (CFR §570.486). Los ciudadanos pueden obtener una copia de estos procedimientos en la ciudad de Kingsville, 400 W. King, Kingsville, TX 78363, 361-595-8002 (Teléfono) durante las horas de negocio.

A continuación se presentan los procedimientos formales de quejas y quejas en relación con los servicios prestados en el marco del proyecto (s) CDBG-MIT.

1. Una persona que tenga una queja o queja acerca de cualquier servicio o actividad con respecto al (los) proyecto (s) CDBG-MIT, si se trata de un proyecto (s) CDBG-MIT propuesto, en curso o terminado, presentar dicha queja o queja, por escrito al PO Box 1458, Kingsville, TX 78364 o 400 W. King, Kingsville, TX 78363 o puede llamar a 361-595-8002 (teléfono).
2. Una copia de la queja o queja será transmitida por el Administrador de la ciudad a la entidad que es el sujeto de la queja o queja y al Abogado de la ciudad dentro de los cinco (5) días hábiles después de la fecha de la queja o queja fue recibida .
3. El Administrador de la ciudad completará una investigación de la queja, si es factible, y proporcionará una respuesta escrita a tiempo a la persona que hizo la queja o queja dentro de diez (10) días.
4. Si la investigación no puede completarse dentro de los diez (10) días hábiles por no. 3 anterior, la persona que hizo la queja o queja será notificada por escrito dentro de los quince (15) días cuando sea posible después de recibir la queja o queja original y detallará cuándo debe concluirse la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior serán enviadas al programa CDBG-MIT para su revisión y comentario.
6. Si es apropiado, proporcione copias de los procedimientos de quejas y respuestas a las quejas en inglés y español, u otro idioma apropiado.

ASISTENCIA TÉCNICA

Cuando se le solicite, la ciudad proporcionará asistencia técnica a grupos que sean representativos de personas de ingreso bajo o moderado en el desarrollo de propuestas para el uso de fondos de CDBG-MIT. La ciudad, basado en las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, determinará el nivel y tipo de asistencia.

ESFUERZOS PUBLICOS

La ciudad proporcionará un aviso público razonable, evaluación, examen y comentario sobre las actividades propuestas para el uso de fondos de CDBG-MIT. Estos esfuerzos incluirán:

1. Proveer y fomentar la participación ciudadana, en particular por personas de ingresos bajos y moderados que residen en áreas de tugurios o áreas deterioradas y áreas en las cuales se proponen utilizar fondos de CDBG-MIT;
2. Asegurar que los ciudadanos tendrán acceso razonable y oportuno a las reuniones locales, información y registros relacionados con el uso propuesto y real de fondos de CDBG-MIT por parte de la entidad;
3. Proporcionar información a los ciudadanos, incluyendo pero no limitado a:
 - a) la cantidad de fondos CDBG-MIT que se espera estén disponibles
 - b) la gama de actividades que se pueden emprender con los fondos CDBG-MIT
 - c) el monto estimado de los fondos CDBG-MIT que se propone utilizar para actividades que cumplan el objetivo nacional de beneficio para personas de ingresos bajos y moderados
 - d) si procede, las actividades propuestas de CDBG-MIT que puedan resultar en desplazamiento y el plan de desplazamiento y deslocalización de la entidad
4. Proporcionar a los ciudadanos un aviso anticipado razonable y la oportunidad de comentar sobre las actividades propuestas en una solicitud al estado y, para las subvenciones ya realizadas, actividades que se proponen agregar, eliminar o cambiar sustancialmente de la aplicación de la entidad al estado . Cambios sustanciales significa cambios hechos en términos de propósito, alcance, ubicación o beneficiarios según lo definido por los criterios establecidos por el estado; y
5. Estos esfuerzos de divulgación pueden lograrse a través de uno o más de los siguientes métodos:
 - a) Publicación de un aviso en un periódico local: se puede utilizar un artículo de periódico publicado siempre que proporcione información suficiente sobre las actividades del programa y las fechas pertinentes;
 - b) Avisos destacados en edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados;
 - c) Publicación de aviso en el sitio web de la entidad local (si está disponible);
 - d) Audiencia pública; o
 - e) Notificación individual a ciudades elegibles y otras entidades según sea aplicable usando uno o más de los siguientes métodos:
 - Correo certificado
 - Correo electrónico o fax
 - Correo de primera clase (normal)
 - Entrega personal (por ejemplo, en una reunión del Consejo de Gobiernos [COG])

DISPOSICIONES PARA LA AUDIENCIA PÚBLICA (SI ES APLICABLE)

Para cada audiencia pública programada y conducida por un solicitante o receptor de CDBG-MIT, se observarán las siguientes disposiciones de audiencia pública:

1. Proporcionar a los ciudadanos información, que incluye pero no se limita a:
 - a) La cantidad de fondos de CDBG-MIT disponibles por solicitud;
 - b) El rango de actividades que se pueden realizar con los fondos de la CDBG-MIT;

- c) El monto estimado de los fondos de CDBG-MIT propuestos para ser utilizados en actividades que cumplirán el objetivo nacional de beneficiar a las personas de ingresos bajos y moderados; y
 - d) Las actividades propuestas de CDBG-MIT que probablemente resulten en desplazamiento y la unidad de los planes generales de antidesubicación y reubicación del gobierno local requeridos bajo 24 CFR 570.488
2. El aviso público de cualquier audiencia debe ser publicado por lo menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe ser publicado en un periódico local. Cada aviso público DEBE incluir la FECHA, TIEMPO, LOCALIZACIÓN y TEMAS a ser considerados en la audiencia pública. Un artículo de periódico publicado también puede usarse para cumplir este requisito, siempre y cuando cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben ser destacados en los edificios públicos y distribuidos a las Autoridades Locales de Vivienda ya otros grupos comunitarios interesados.
 3. Cada audiencia pública se celebrará en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidades. Las personas con discapacidades deben ser capaces de asistir a las audiencias y el solicitante debe hacer arreglos para las personas que requieren ayudas auxiliares o servicios si se ponen en contacto por lo menos dos días antes de cada audiencia.
 4. Cuando un número significativo de residentes que no hablan inglés puede ser razonablemente esperado para participar en una audiencia pública, un intérprete estará presente para acomodar las necesidades de los residentes que no hablan inglés.
 5. La ciudad puede conducir una audiencia pública vía webinar si también siguen las disposiciones anteriores. Si el seminario web se utiliza para llevar a cabo una audiencia pública, debe ponerse a disposición de los ciudadanos un lugar físico con adaptaciones razonables asociadas para garantizar que los individuos sin la tecnología necesaria puedan participar.
 6. Si es aplicable, la localidad debe conservar la documentación de los avisos de audiencia, las listas de asistencia, las actas de las audiencias y cualquier otro registro referente al uso real de los fondos por un período de tres años después del cierre del proyecto. Dichos registros deben ponerse a disposición del público de conformidad con el Capítulo 552, Código del Gobierno.

Sam R. Fugate, Alcalde
La ciudad de Kingsville

Date

AGENDA ITEM #14

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: October 26, 2020

SUBJECT: Discuss and consider approving Procurement Policies and Procedures to be included with the submission of a Community Development Block Grant – Mitigation (CDBG-MIT) application to the Texas General Land Office.

Summary:

The Texas General Land Office requires that CDBG-MIT applicants to the CDBG-MIT adopt procurement policies and procedures for federal grants to prepare in the event of award. Applicants are required to abide by procurement process guidelines in 2 CFR §200.318-§200.326 for grant administration, environmental, engineering services, and construction services. These requirements must be followed to ensure reimbursement from CDBG-MIT funds.

Background:

The United States Department of Housing and Urban Development (HUD) allocated \$4,297,189,000 in Community Development Block Grant (CDBG) - Mitigation (MIT) funds to the state of Texas through their notice published in the Federal Register, 84 FR 45838 (August 30, 2019). The Texas General Land Office (GLO) has been designated by Governor Greg Abbott to administer CDBG-MIT funds on behalf of the state of Texas. In their Federal Register notice, HUD defines mitigation as:

“Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.”

CDBG-MIT represents an opportunity to fund strategic and high-impact activities to mitigate disaster risks identified by a community and reduce future losses in those areas.



**City of Kingsville
Engineering Dept.**

Financial Impact:

There is no financial impact associated with this resolution.

Recommendation:

Staff recommends approval.



CITY OF KINGSVILLE Procurement Policies and Procedures for Federal Grants

Policies

1. Those closely involved in the establishment of the written selection criteria and selection shall have no potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, business dealings). Any person who might potentially receive benefits from grant-assisted activities may not participate in the decision-making process. Nepotism and conflict of interest regulations can be found in the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, and 2 CFR 200.318 – 2 CFR 200.326 and Appendix II to Part 200.
2. All procurement transactions will be conducted in a manner providing full and open competition.
 - a. No unreasonable requirements are placed on firms in order for them to qualify;
 - b. No unnecessary experience or excessive bonding required;
 - c. Noncompetitive pricing practices between firms or between affiliated companies is disallowed;
 - d. Noncompetitive contracts to consultants that are on retainer contracts;
 - e. No organizational conflicts of interest;
 - f. If a “brand name” product is specified, an equal or like product is acceptable; and
 - g. A vendor that intends to respond to the Request for Proposals, Request for Qualifications and/or Invitation for Bid may not participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals.
3. All procurement transactions shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.
4. All procurement transactions shall identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
5. If the City of Kingsville uses a prequalified list when acquiring goods or services, the City of Kingsville will ensure the list is updated regularly, provides enough qualified sources to ensure maximum open and free competition.
6. All procurement transactions must conform to applicable local, state, and federal laws and regulations.
7. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Procedures

Procurement Cycle Steps

Need Defined—City of Kingsville Finance Department submits request and specifications. Purchaser reviews request and specifications for unnecessary or duplicative items in accordance with 2 CFR 200.318 (d).

Procurement Method Selected—Based on type and estimated cost of good/service as well as purchasing authority, purchaser determines the procurement method that will result in a best value acquisition for the City of Kingsville.

Contract Cost and Price - A cost or price analysis must be conducted in connection with every procurement action more than the federal Simplified Acquisition Threshold including contract modifications (2 CFR 200.323).

The simplified acquisition threshold for federal procurement actions is currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908 as \$50,000, but this threshold is periodically adjusted for inflation. 2 C.F.R. §200.88

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, an independent estimate must be made before receiving bids or proposals. 2 C.F.R. § 200.323(a).

Cost analysis is the evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor's total cost proposal or price (for both new contracts and modifications) to determine if they are allowable, directly related to the requirement and ultimately, reasonable.

Price analysis is essentially price comparison. It is the evaluation of a proposed price (i.e., lump sum) without analyzing any of the separate cost elements of which it is composed.

Solicitation— City of Kingsville creates the appropriate solicitation document, with terms and conditions and evaluation criteria clearly defined, and notifies vendor sources for an informal or formal bid process.

Receipt of Bids and Responses to Solicitation—Vendors submit their response to the solicitation.

Evaluation and Awards— City of Kingsville reviews the responses from vendors, determines compliance with the solicitation and makes an award recommendation based on the pre-defined best value criteria.

Negotiation of Profit - Federal Guidelines require negotiations of profit as a separate element of the price for each contract and modification in which there is no price competition and, in all cases, where cost analysis must be performed. 2 C.F.R. § 200.323(b)

The City of Kingsville will use one of the following five methods of procurement described at 2 CFR Section 200.320: (1) procurement by micro-purchases, (2) procurement by small purchase procedures, (3) procurement by sealed bids, (4) procurement by competitive proposals, or (5) procurement by noncompetitive proposals.

1. Simplified Acquisition Procedures for Purchases Below Micro-Purchase Threshold

For purposes of this section, the micro-purchase threshold is \$3,000.

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the City of Kingsville must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

2. Small Purchase

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that cost less than the lesser of the Federal Simplified Acquisition Threshold or the \$50,000 threshold defined in state law (Local Government Code §262.003 for counties and §252.021 for municipalities). If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

For service contracts that are under the small purchase threshold and do not fall under professional services as defined in Section 2254.002(2) of Local Government Code, the City of Kingsville may receive quotes and award the contract to any reasonable and responsible bidder. The local governing body has the final authority to award contracts.

3. Construction and Materials Contracts

In order for sealed bidding to be feasible, the following conditions should be present:

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business; and
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- a. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- c. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- e. Any or all bids may be rejected if there is a sound documented reason.

4. Professional Services Contracts

This method is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- b. Proposals must be solicited from an adequate number of qualified sources;
- c. The City of Kingsville must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. The City of Kingsville may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

5. Noncompetitive Proposals

This method may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request; or
- d. After solicitation of a number of sources, competition is determined inadequate.

These Policies and Procedures are implemented through of the City of Kingsville's administrative team of:

LIST TITLES ONLY HERE:

City Manager

City Attorney

City Engineer

Finance Director

Purchasing Manager

Sam R. Fugate, Mayor

Date

AGENDA ITEM #15

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: October 26, 2020

SUBJECT: Consider approving procedures for financial and grant payments as required to be submitted with the City's Community Development Block Grant – Mitigation grant applications to the General Land Office (GLO).

Summary:

GLO requires all applicants to submit adopted procedures for financial and grant payments with all Community Development Block Grant – Mitigation grant applications. The purpose of the policies is to provide guidelines for all persons involved with the purchase of goods or services and spending the taxpayers' money. The administrative consultant, GrantWorks, Inc. developed a template for the procedures based on their previous experience working the GLO. The procedures have been localized for Kingsville.

Background:

The United States Department of Housing and Urban Development (HUD) allocated \$4,297,189,000 in Community Development Block Grant (CDBG) - Mitigation (MIT) funds to the state of Texas through their notice published in the Federal Register, 84 FR 45838 (August 30, 2019). The Texas General Land Office (GLO) has been designated by Governor Greg Abbott to administer CDBG-MIT funds on behalf of the state of Texas.

In their Federal Register notice, HUD defines mitigation as:

"Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters."



**City of Kingsville
Engineering Dept.**

CDBG-MIT represents an opportunity to fund strategic and high-impact activities to mitigate disaster risks identified by a community and reduce future losses in those areas.

Financial Impact:

No financial impact.

Recommendation:

Staff recommends approval of these procedures.



City of Kingsville Financial Procedures

INTRODUCTION

The purpose of financial management policies is to provide sound guidelines in planning the City's financial future. The City of Kingsville considers the expenditure of funds to be an important responsibility and requires all persons involved with the purchase of goods or services to exercise good judgement in spending taxpayers' money.

SCOPE OF AUTHORITY

The City Commission is responsible for the expenditure of all City funds.

Financials

A. Bank Depository

The City maintains funds in a Bank, designated as its depository for banking services. The City Commission reviews the selection every two years unless circumstances deem otherwise.

B. Accounts Payable

Three (3) individuals are authorized to sign checks written on the bank depository account: the Mayor, the City Manager and the Finance Director. All checks require two authorized signatures. No exceptions.

C. Accounting

The Finance Director is responsible for establishing the structure for the City Chart of Accounts and for assuring that procedures are in place to properly record financial transactions and report the City's financial position. The City Manager shall provide financial reports to the City Commission Monthly.

D. Audit of Accounts

An independent audit of the City accounts is performed annually. The Auditor is retained by and is accountable directly to the City Commission. The City Commission reviews the selection every five years unless circumstances deem otherwise.

E. Internal Controls

Whenever possible, written procedures will be established, maintained, and assessed per 2 CFR 200.303 by the Finance Director for all functions involving cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

Whenever possible, the City ensures duties and responsibilities are segregated so that no one individual has complete authority over a financial transaction.

PROCEDURES

1. Input Invoice into Record Keeping System –

What type of system is utilized for tracking invoices? Do you log them into an excel or track on a ledger? Is a purchase order issued? The City of Kingsville uses Incode which is an automated financial software.

2. Review of Invoice –

Who reviews invoices and recommends payment? What supporting documentation is required prior to payment? The Department reviews invoices for their purchases and forwards to Accounts Payable and Purchasing. There would normally be a Purchase Order, Invoice and Packing Receipt if goods are involved.

3. Timeline for Payment –

What is the City's standard timeframe for issuing payment? If the request is received prior to Wednesday afternoon, checks are issued on Thursday for mail-out on Friday.

4. Issue Payment –

Who writes and signs the checks? Two signatures? Do they go through Commission for approval?

Accounts Payable writes the check through the Accounts Payable module. Checks are issued with 2 signatures. They do not go through the Commission for approval as they have approved the budget for each line item.

5. Payment Reconciliation –

Who reconciles bank statements and payment? The main CMA bank account is reconciled by the Finance Director. Smaller bank accounts are reconciled by the Accounting Assistant.

6. Record Keeping –

Who document all expenditures and how are records kept at City? The Incode system records all expenditures and budget checks all expenditures. If there isn't budget to cover the expenditure, payment cannot be processed.

PROCEDURES FOR GRANT PAYMENTS

1. Invoice is received and, if necessary, a request for payment is prepared by grant consultant and proper signatures obtained from Mayor, City Manager, Finance Director as authorized in original grant approval. Finance office reviews the invoice and compares it to the grant budget.
2. Invoice must be approved by a city official involved in the grant implementation or the Mayor. Approval is acknowledged by initialing the original invoice or through Commission action.
3. Once grant funds are received and invoice approval acknowledged by signature on the original invoice, a demand check is entered into the system by the Finance Director's office, then printed and disbursed by Accounts Payable. Both Mayor and City Manager signature appear on the approved checks. Checks are then disbursed to the appropriate vendors. The Finance Director is responsible for ensuring that checks are signed and disbursed within five (5) calendar days for the Texas Department of Agriculture and three (3) calendar days for the Texas General Land Office of receiving grant funds.
4. Copies of the request for payment, invoice, canceled check copy and bank statement showing receipt of grant money is retained in the grant file in the Accounting Manager's office.

The City Manager and Finance Director authorize payments and issues of checks. Two signatures are required on each check, the Mayor and City Manager. The Finance Director is responsible for reconciling the monthly bank statements.

CASH MANAGEMENT AND DISBURSEMENT - TIMELY EXPENDITURES

The City shall make timely payments to vendors and minimize the time between transferring funds from the State Treasury and disbursement of funds to vendors in compliance with the terms and conditions of the federal contract, grant, regulation, or statute.

To ensure vendor compliance, invoices/pay applications/pay estimates will be reviewed for accuracy for such items but not limited to change order approvals, outstanding lien/payments to subcontractors, labor standards, and verification of work completed as invoiced prior to disbursement or request for funds from State Agency. The City shall notify a vendor of an error in an invoice submitted for payment by the vendor.

ADVANCE PAYMENT PROCEDURES

All advanced payments using federal grant funds will be disbursed within five (5) business days from the date of the transfer of funds in accordance with 2 CFR 200.305(b), and in accordance with the provisions in the contract with the vendor.

Advance payments of federal grant funds will be deposited and maintained in a separate insured account. The City will maintain advance payments of federal awards in interest-bearing accounts, unless one or more of the following apply: City receives less than \$120,000 in Federal awards per year; the City is not expected to earn interest in excess of \$500 per year on Federal cash balances; or the depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources. (2 CFR 200.302(b)(6) and 200.305)

These Policies and Procedures are implemented through of the City of Kingsville administrative team of:

__City Manager_____

__City Attorney_____

__City Engineer_____

__Finance Director_____

__Purchasing Manager_____

Sam R. Fugate, Mayor

Date

Procedures for Grant Payments CITY OF KINGSVILLE

INTERNAL CONTROLS

Whenever possible, written procedures will be established, maintained, and assessed per 2 CFR 200.303 by the Finance Director for all functions involving cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

Whenever possible, the City ensures duties and responsibilities are segregated so that no one individual has complete authority over a financial transaction.

PROCEDURES FOR GRANT PAYMENTS

1. Invoice is received and, if necessary, a request for payment is prepared by grant consultant and proper signatures obtained from Mayor, City Manager, Finance Director as authorized in original grant approval. Finance office reviews the invoice and compares it to the grant budget.
2. Invoice must be approved by a city official involved in the grant implementation or the Mayor. Approval is acknowledged by initialing the original invoice or through Commission action.
3. Once grant funds are received and invoice approval acknowledged by signature on the original invoice, a demand check is entered into the system by the Finance office, then printed and disbursed by Accounts Payable. Both Mayor and City Manager signature appear on the approved checks. Checks are then disbursed to the appropriate vendors. The Finance Director is responsible for ensuring that checks are signed and disbursed within five (5) calendar days for the Texas Department of Agriculture and three (3) calendar days for the Texas General Land Office of receiving grant funds.
4. Copies of the request for payment, invoice, canceled check copy and bank statement showing receipt of grant money is retained in the grant file in the Accounting Manager's office.

The City Manager and Finance Director authorize payments and issues of checks. Two signatures are required on each check, the Mayor and the City Manager. The Finance Director is responsible for reconciling the monthly bank statements.

ADVANCE PAYMENT PROCEDURES

All advanced payments using federal grant funds will be disbursed within five (5) calendar days for the Texas Department of Agriculture and three (3) calendar days for the Texas General Land Office from the date of the transfer of funds in accordance with 2 CFR 200.305(b), and in accordance with the provisions in the contract with the vendor.

Advance payments of federal grant funds will be deposited and maintained in a separate insured account. The City will maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: City receives less than \$120,000 in Federal awards per year; the City is not expected to earn interest in excess of \$500 per year on Federal cash balances; or the depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources. (2 CFR 200.302(b)(6) and 200.305)

These Policies and Procedures are implemented through of the City of Kingsville administrative team of:

__ City Manager _____

__ City Attorney _____

__ City Engineer _____

__ Finance Director _____

__ Purchasing Manager _____

Sam R. Fugate, Mayor

Date

AGENDA ITEM #16

**City of Kingsville
Engineering Dept.**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

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

DATE: October 22, 2020

SUBJECT: Consider approving construction contract for the Manhole Rehabilitation Project Phase II for the Texas Community Development Block Grant Program (TXCDBG) Contract Number 7218269.

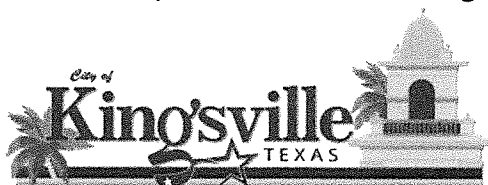
Summary:

The City was previously awarded a grant by the State for Manhole Rehabilitation work. Funding was leftover at the end of the initial scope of work, so a second scope of work was developed and bid out pending approval of a grant extension from the State. The City received word this week that the grant extension was approved so now the contract with the company selected to do Phase 2 of the grant project needs to be approved.

Background:

The original Grant and City funds totaled \$277,000.00. The project was awarded to Etech Construction in the amount of \$168,988.00 for Phase I, which was completed on July 9, 2020. The remaining funds are \$108,012.00, and the City determined to bid a Phase II of the project to maximize the funds.

The Manhole Rehab Phase II project was advertised on August 6th and 13th 2020. On August 21, 2020, the City received and publicly opened five bids on the project. Bidder 1 was Etech Construction Inc located in San Antonio, Texas. Bidder 2 was Brush Country Construction located in McAllen, Texas. Bidder 3 was ISA Construction LLC, located in McAllen, Texas. Bidder 4 was Costa Verde Resources LLC, located in Corpus Christi, Texas. Bidder 5 was Beck Bros. Inc., located in Beeville, Texas. The Base Bid plus Alternate No. 1 ranged from \$69,890.00 to \$195,824.00. The Engineer's Estimated Construction Cost was \$80,000.00. The total remaining construction funds from the original grant is \$108,012.00. If awarded to the lowest bidder, there will be remaining funds of \$38,122.00; however, only \$17,472.50 can be used in a Change Order to include 2 to 3 additional manholes to the scope of work. The Change Order cannot exceed 25%



**City of Kingsville
Engineering Dept.**

of the original cost from the scope of work. The remaining funds of approximately \$20,649.50 can be grouped into a small purchase order contract with quotes requested from a minimum of three different contractors

On September 14, 2020, the City Commission awarded the bid to Etech Construction for Phase II of the Manhole Rehabilitation Project in the amount of \$69,890.00. Their contract was negotiated while waiting to hear from the State on the grant extension request. The grant extension has been approved by the State, so the contract now needs to be approved by City Commission.

Financial Impact:

The remaining Grant and City funds total \$108,012.00.

Recommendation:

Staff recommends authorizing the City Manager to execute the contract.

Attachments:

Resolution for Contract with Etech for Manhole Rehab Project Phase II



RESOLUTION #2020-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A STANDARD FORM OF AGREEMENT TXCDBG CONTRACT NO. 7218269 BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE (FOR SEWER SYSTEM IMPROVEMENTS); REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville was awarded a Texas Department of Agriculture Community Development Block Grant (CDBG) in November 2018 for sewer system improvements for manhole rehabilitation project with funding for such project coming from CDBG #7218269;

WHEREAS, after completing the initial scope of work under the grant, funding was left which allowed for a second scope of work to be developed and bid out and a vendor selected pending approval of a grant extension from the State;

WHEREAS, the City recently received word that the grant extension was approved, so now the contract with the vendor, Etech Construction, who was awarded the bid for Phase 2 of the grant project at the Commission meeting on September 14, 2020 can be considered for approval;

WHEREAS, the City was awarded a CDBG and a grant extension, so the City and Etech Construction, Inc. have worked to prepare a Standard Form of Agreement TxCDBG Contract No. 7218269 Between Owner and Contractor on the Basis of a Stipulated Price for construction services for wastewater system improvements for Phase 2 of a manhole rehabilitation project and the parties both agree to the terms of the proposed contract.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into a Standard Form of Agreement TxCDBG Contract No. 7218269 Between Owner and Contractor on the Basis of a Stipulated Price for construction services for wastewater system improvements for Phase 2 of a manhole rehabilitation project in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
26th day of October, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #17

RESOLUTION #2020-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND NEW URBAN DEVELOPMENT CORPORATION, LLC; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville, Texas ("City") desires to implement economic development programs authorized by Texas law and approved by the Kingsville City Commission, including those authorized by Chapter 380 of the Texas Local Government Code, to promote State and local economic development and to stimulate business and commercial activity in the City of Kingsville, Texas; and

WHEREAS, the City finds that the sales tax rebates and other financial incentives to assist the developer with recouping some of the development costs for New Urban Development Corporation, LLC ("Company") as stated in the attached Economic Development Agreement for the construction, development and opening of a Chick-fil-a store within the city limits of Kingsville, Texas would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose; and

WHEREAS, the City approved this same Chapter 380 Agreement with Libertas Real Estate Group, LLC on October 28, 2019 via Resolution #2019-100 and the names of the development company have changed thereby necessitating this new agreement; and

WHEREAS, the City intends to provide the financial incentives as stated in the agreement in exchange for Company developing and constructing a commercial property for Chick-fil-a within the city limits of Kingsville, Texas; and

WHEREAS, if Company does not meet the requirements set out in the agreement, then Company shall not receive the economic benefits available; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into the agreement attached hereto.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Economic Development Agreement between the City of

Kingsville, Texas and New Urban Development Corporation, LLC in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 26th day of October, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

STATE OF TEXAS

§

CITY OF KINGSVILLE

§

Economic Development Agreement

COUNTY OF KLEBERG

§

This Economic Development Agreement (this "Agreement") is made by and between the City of Kingsville (the "City"), and New Urban Development Corporation, LLC; a Georgia limited liability company, its successors and/or assigns (the "Company"), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, the Company is acquiring real property located in Kingsville, Texas, at the Northwest Corner of US Hwy 77 & E General Cavazos Blvd, being more particularly described in Exhibit "A" (the "Property"), and intends to improve the existing improvements thereon; and

WHEREAS, the Company intends to allow the renovation the Property and construction of a new store for Chick-fil-a, Inc, a Georgia corporation ("Tenant") on the Property (collectively, the "Project"); and

WHEREAS, the Company has advised the City that a contributing factor that would induce the Company to undertake the renovation and new construction would be an agreement by the City to provide an economic development grant to the Company to defray a portion of the cost of such development; and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, the City is authorized by TEX. LOC. GOV'T CODE §380.001 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, the City has determined that making an economic development grant to the Company in accordance with this Agreement will further the objectives of the City, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties agree as follows;

Article I - Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“City” shall mean the City of Kingsville, Texas.

“Commencement Date” shall mean the later of the date (i) of issuance of the final certificate of occupancy by the City to the Tenant for the occupancy of approximately 4,900 square feet of new space situated on the Property (the “Improvements”) and (ii) the Tenant’s store is fully operational and open for business to the general public. The Tenant is the main tenant of the Project.

“Commencement of Construction” shall mean that (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained; and (ii) all necessary permits for construction of the Improvements pursuant to the respective plans therefore having been issued by all applicable governmental authorities.

“Completion of Construction” shall mean that (i) the Improvements have been substantially completed, (ii) a certificate of substantial completion has been issued by the general contractor(s) and architect(s) for the Improvements, and a copy of such certificate has been delivered to the City, (iii) a final, permanent certificate(s) of occupancy for the Improvements have been issued; and (iv) the Tenant’s store is fully operational and open for business to the general public.

“Consummated in the City” shall have the same meaning assigned by Tax Code, Section 321.203.

“Effective Date” shall mean the last date of execution hereof.

“Event of Bankruptcy or Insolvency” shall mean the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Expiration Date” shall mean: the date all payments made equal the Maximum Grant Amount.

“Grant Period” shall mean a full calendar year ending December 31st of each calendar year beginning with the first full calendar year immediately following the Commencement Date,

except that the first Grant Period shall be from the Commencement Date through and including December 31st of the first full calendar year following the Commencement Date.

“Sales Tax Receipts” shall mean the City’s receipts from the State of Texas of monies reflecting Tenant’s collections of Sales and Use Tax for the applicable Grant Period for the sale of Taxable Items Consummated in the City at the Property.

“Sales and Use Tax” for the purposes of this Agreement shall mean seventy-five percent (75%) of the 1.5% portion of all taxes collected as imposed pursuant to Chapter 321 of the Texas Tax Code on the Sale of Taxable Items by the Tenant’s store consummated in the City at the Property (it is estimated that the 75% of all taxes collected will be a 1.5% sales tax and it is expressly understood that the City’s Sales and Use Tax is being used only as measurement for its participation through the use of general funds).

“State of Texas” shall mean the office of the Texas Comptroller of Public Accounts, or its successor.

“Taxable Items” shall have the same meaning assigned by Chapter 151, TEX. TAX CODE, as amended.

“Tenant” shall mean Chick-Fil-A, Inc., a Georgia corporation.

Article II - Term

This Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article III - Economic Development Grant

3.1 **Economic Development Grants.** Subject to the Company’s continued satisfaction of all the terms and conditions of this Agreement, the City agrees to provide the Company with an Economic Development Grant (the “Grant”), totaling and not to exceed, Five Hundred Fifty Thousand Dollars (\$550,000) (the “Maximum Grant Amount”) based on the Sales Tax Receipts received by the City from the State of Texas as a result of the Tenant’s sales and operations.

3.2 **Economic Development Grant Payment.** The Grant shall be paid to the Company every quarter until the Maximum Grant Amount has been met. The amount of the payment shall be equal to the Sales and Use Tax receipts received by the City as a result of the Tenant’s sales and operations for that quarter. The first payment shall be paid within ten (10) days after when the Sales and Use Tax Receipts are received by the City. If no Sales and Use Tax receipts are received for any quarter, no payment shall be due for that quarter.

3.3 **Amended Sales Tax Returns.** In the event that Tenant files an amended Sales and Use Tax return or report or if additional Sales and Use Tax is due and owing by Tenant

to the State of Texas, as determined by or as approved by the State of Texas, affecting Sales and Use Tax Receipts for a previous Grant Period, then the Grant payment for the Grant Period immediately following the City's receipt of Sales Tax Receipts from the State of Texas shall be adjusted accordingly.

3.4 **Confidentiality.** The City agrees, to the extent allowed by law, to keep all information and documentation received from the State of Texas pursuant to this Agreement hereof ("Confidential Tax Information") confidential. The City will only provide access to the Confidential Tax Information to its employees, independent contractors or agents on a "need-to-know" basis. The City will use the Confidential Tax Information solely for the purposes of determining the Company's entitlement to a Grant, a refund or to determine if any additional Sales and Use Tax is due. The City will not, without the Company's and Tenant's prior written authorization, directly or indirectly, intentionally or inadvertently: (a) disclose to any other person except as may be required by law (other than as expressly permitted above) the Confidential Tax Information; (b) copy, photograph, photocopy, reduce to writing or otherwise reproduce or duplicate the Confidential Tax Information in any form or medium, electronic or otherwise except in connected with the purposes provided herein. The Waiver of Sales Tax Confidentiality (as defined below) is solely for the limited purpose of allowing the City to confirm the Company's entitlement to Grants. In the event the City is requested or becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Tax Information, the City shall provide Company and Tenant at the address stated on the Waiver with prompt written notice of such request or requirement so that the Company may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section.

3.5 **Waiver of Sales Tax Confidentiality.** Prior to the issuance of the first payment under this Agreement, Company shall cause Tenant to provide the City, and maintain during the term of this Agreement a Waiver of Sales Tax Confidentiality which authorizes the State of Texas to release to the City the Sales and Use Tax information pertaining to the sale of Taxable Items by Tenant at the Property during the term of this Agreement substantially in the form attached hereto as Exhibit "B". Company shall cause Tenant to maintain an effective Waiver of Sales Tax Confidentiality during the term of this agreement. Failure to provide the executed Waiver shall prevent the issuance of the first payment under this Agreement and shall permit termination of this Agreement in accordance with Section 4.1.

3.6 **Pledge of Interest** The City shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution; provided, however, the Company shall have the right to collaterally assign its rights hereunder, to a lender holding a first lien mortgage on the Project.

Article IV - Termination

- 4.1 This Agreement shall terminate upon any one of the following:
- (a) by written agreement of the parties;
 - (b) on the Expiration Date; or
 - (c) by City, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

Article V - Miscellaneous

5.1 **Binding Agreement.** The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

5.2 **Limitation on Liability.** It is understood and agreed between the parties that the Company and the City, in satisfying the conditions of this Agreement, have acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

5.3 **No Joint Venture.** It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties.

5.4 **Authorization.** Each party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement and to legally bind the entity for which each party executes this Agreement.

5.5 **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below or (ii) on the day actually received if sent by courier or otherwise hand delivered.

If intended for City, to:

Attn: Mark McLaughlin, City Manager
City of Kingsville
400 W King Ave
Kingsville, TX 78363

If intended for the Company, to:

Attn: John H. McCleskey, Jr.

New Urban Development Corporation, LLC
5445 Triangle Parkway, Suite 220
Peachtree Corners, GA 30092

5.6 **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. No oral or written statements, conversations or understandings between the parties which are not contained in this written Agreement shall in any way alter the agreement of the parties as set forth herein.

5.7 **Governing Law.** The Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Kleberg County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

5.8 **Amendment.** This Agreement may only be amended by a written agreement executed by both parties.

5.9 **Legal Construction.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity and enforceability of other provisions, and the remaining provisions shall remain in full force and in effect as if the offending provision had not been included.

5.10 **Recitals.** The recitals to this Agreement are incorporated herein.

5.11 **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

5.12 **Exhibits.** All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

5.13 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

5.14 **Successors and Assigns.** This Agreement may be assigned without the City's prior consent upon written notice by the Company to the City of such assignment.

5.15 **Notice of Default and Opportunity to Cure.** If either party shall default in its obligations hereunder, the non-defaulting party shall declare an occurrence of an event of default and shall notify the defaulting party in writing of same, informing the defaulting party of its right to cure such default within thirty (30) business days after the receipt of such notice from

the non-defaulting party. The defaulting party must provide the other party, within twenty (20) business days after receipt of the non-defaulting party's notice of its right to cure, a written explanation summarizing all actions the defaulting party shall have taken to cure the default in question, together with a summary of the additional acts the defaulting party will take in the future to prevent further default.

5.16 **Attorney's Fees.** In the event either party retains the services of an attorney to enforce its rights under this Agreement, the prevailing party shall collect its attorney's fees and all costs of litigation from the non-prevailing party.

[signature pages to follow]

EXECUTED on this _____ day of _____, 2020

CITY OF KINGSVILLE, TEXAS

By: _____
Sam R. Fugate, Mayor

ATTEST:

By: _____
Mary Valenzula, City Secretary

APPROVED AS TO FORM:

By: _____
Courtney Alvarez, City Attorney

City's Acknowledgement

STATE OF TEXAS §

CITY OF KINGSVILLE §

COUNTY OF KLEBERG §

 This instrument was acknowledged before me on the _____ day of _____ ,
2020, by _____, being _____ of the City of Kingsville, Texas, a Texas municipality,
on behalf of said municipality.

Notary Public, State of Texas

My Commission expires: _____

EXECUTED the _____ day of _____, 2020

New Urban Development Corporation,
LLC; A Georgia Limited Liability
Company

By: _____,

Name: _____

Title: _____

Company's Acknowledgement

STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2020, by _____, being the _____ of New Urban Development
Corporation, LLC; A Georgia Limited Liability Company.

Notary Public, State of _____

My Commission expires: _____

Exhibit “A”

Legal Description of the Property

Exhibit" B"

Waiver of Sales Tax Confidentiality

Date: _____

I authorize the Comptroller of Public Accounts to release sales tax information pertaining to the taxpayer indicated below to the City of Kingsville, Texas. This waiver applies only to our place of business located in Kingsville, Texas. This Waiver will remain in effect unless rescinded by taxpayer at which time taxpayer authorizes the Comptroller to notify the City of Kingsville, Texas of the rescission.

Name of Taxpayer as Shown on Texas Sales Tax Permit

Taxpayer Mailing Address

Physical Location of Business Permitted for Sales Tax in Kingsville, Texas

Texas Taxpayer ID Number

Tax Outlet Number

Authorized Signature

Printed Name

Position Title

Telephone Number

The authorized signature must be an owner, officer, director, partner, or agent authorized to sign a Texas Sales Tax Return. If you have any questions concerning this waiver of confidentiality, please contact the Texas Comptroller of Public Accounts at 800.531.5441

AGENDA ITEM #18

RESOLUTION #2020-_____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ESTOPPEL AND ATTORNMENMENT AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS, NEW URBAN DEVELOPMENT CORPORATION, LLC, NEW URBAN DEVELOPMENT KINGSVILLE, TEXAS, LLC, AND AMERIS BANK; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville, Texas ("City") desires to implement economic development programs authorized by Texas law and approved by the Kingsville City Commission, including those authorized by Chapter 380 of the Texas Local Government Code, to promote State and local economic development and to stimulate business and commercial activity in the City of Kingsville, Texas; and

WHEREAS, the City finds that the sales tax rebates and other financial incentives to assist the developer New Urban Development Corporation, LLC ("Company") with recouping some of the development costs for the construction, development and opening of a Chick-fil-a store within the city limits of Kingsville, Texas would promote local economic development and stimulate business and commercial activity within the municipality and would directly establish a public purpose; and

WHEREAS, the City approved a Chapter 380 Agreement with New Urban Development Corporation, LLC on October 26, 2020 via resolution as the City intends to provide the financial incentives as stated in that development agreement in exchange for Company developing and constructing a commercial property for Chick-fil-a within the city limits of Kingsville, Texas; and

WHEREAS, the Company has requested an Estoppel and Attornment Agreement between the City, them, New Urban Development Kingsville, Texas, LLC, and Ameris Bank, a copy of which is attached hereto, be considered for approval; and

WHEREAS, the Company has or has committed to take out a loan for this project and a condition of the loan with their lender, Ameris Bank, ("Bank") is that Company collaterally assign the Economic Development Agreement to the Bank and that the City enter into the attached Estoppel and Attornment Agreement with the Bank and Company (which means, the Company is assigning its rights under the agreement to the Bank as collateral for the loan for the project; the City will pay Company under the development agreement and would only pay Bank if Bank became the owner of the property made the subject of the agreement); and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into the agreement attached hereto.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into an Estoppel and Attornment Agreement between the City of Kingsville, Texas, New Urban Development Corporation, LLC, New Urban Development Kingsville, Texas, LLC, and Ameris Bank in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

PASSED AND APPROVED by a majority vote of the City Commission on the 26th day of October, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

ESTOPPEL AND ATTORNMENT AGREEMENT

THIS AGREEMENT made this ____ day of October, 2020, among **AMERIS BANK** (hereinafter referred to as "Lender"), **NEW URBAN DEVELOPMENT CORPORATION, LLC**, a Georgia limited liability company (hereinafter referred to as "Company"), **NEW URBAN DEVELOPMENT TX, LLC**, a Georgia limited liability company (hereinafter referred to as the "Owner"), and the **CITY OF KINGSVILLE**, a political subdivision of the State of Texas (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, Company and City have entered into a certain Economic Development Agreement dated _____, 2020, (hereinafter referred to as the "Agreement") relating to real property owned by Owner located in the City of Kingsville, Kleberg County, Texas, at the Northwest Corner of US Hwy 77 and E General Cavazos Blvd, being more particularly described in Exhibit "A" (hereinafter referred to as the "Property"); and

WHEREAS, Lender has made or has committed to make a certain loan ("Loan") to Owner, secured or to be secured by a first (1st) lien Deed of Trust, Assignment of Leases, Rents and Contracts, Security Agreement and Fixture Filing conveying title to the Property (hereinafter referred to as the "Deed of Trust"); and

WHEREAS, a condition of the Loan is that Company collaterally assign the Agreement to Lender and that City enter into this agreement with Lender.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Agreement to the contrary, it is hereby agreed as follows:

In consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof the undersigned hereby acknowledges, certifies and agrees with Lender (as hereinafter defined) as follows:

1. City and Company represent to Lender as follows:
 - a. The Agreement. The Agreement has not been modified or amended. The Agreement has been duly executed by Company and City and is in full force and effect as of even date herewith and constitutes the only agreement by and between Company and City with respect to the Property.
 - b. No Defaults. To the best of City's and Company's knowledge, no uncured breaches or defaults by either Company or City exist under the Agreement, and no facts or circumstances

exist which, with the passage of time or notice or both, would constitute a breach or default by either Company or City under the Agreement.

c. Collateral Assignment of Agreement and No Prior Assignment. City understands that Lender intends to make a loan ("Loan") to Owner and in connection therewith, Company will execute in favor of Lender, as security for such loan, a Collateral Assignment ("Assignment") of Company's interest in the Agreement which will assign to Lender all of Company's rights under the Agreement as collateral for the Loan. Except for an assignment of the rights of the Company to Lender, City and Company have received no notice of any prior transfer, assignment, hypothecation, or pledge of the Agreement and have not themselves made any transfer, assignment, hypothecation or pledge of the Agreement. The Assignment shall not constitute a default under the Agreement.

2. In the event Lender becomes the owner of the Property by foreclosure, conveyance in lieu of foreclosure or otherwise or becomes the holder of a money judgment against Owner or any guarantor of the Loan, upon notice to City, it shall perform and observe its obligations under the Agreement with Lender in the place and stead of Company, subject only to the terms and conditions of the Agreement, and the Company shall forfeit its rights under the Agreement. Lender shall not, however, be liable for any act or omission of Company, subject to any offsets or defenses which City might have against Company, nor shall Lender be bound by any amendment or modification of the Agreement made without its consent, not to be unreasonably withheld or delayed. A default by the Company under the Loan shall not constitute a default under the Agreement. Any payments received by the Lender under the Agreement shall be applied in satisfaction of any outstanding obligation of the Loan in accordance with the terms of the Loan and applicable law.

3. So long as the Loan remains outstanding and unsatisfied, City will use reasonable efforts to mail or deliver to Lender, at the address and in the manner hereinbelow provided, a copy of all notices permitted or required to be given to the Company by City under and pursuant to the terms and provisions of the Agreement. At any time before the rights of the Company shall have been forfeited or adversely affected because of any default of the Company, or within the time permitted the Company for curing any default under the Agreement as therein provided, Lender may, but shall have no obligation to do any act or thing required of the Company by the terms of the Agreement; and all things so done and performed by Lender shall be as effective to prevent the rights of the Company from being forfeited or adversely affected because of any default under the Agreement as the same would have been done and performed by the Company.

4. No Termination. City has no current right of termination under the Agreement and has not given Company any notice of termination or default under the Agreement.

5. Acknowledgement and Authorization. The undersigned officers or representatives of City, Owner and Company are duly authorized to execute and deliver this agreement for and on behalf of them. City hereby acknowledges and agrees that Lender shall be

entitled to, and in fact will, rely on the truth and accuracy of the foregoing certifications made by City in connection with extending financial accommodations to Owner.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed by its duly authorized officers as of the ____ day of _____, 2020.

"CITY"

CITY OF KINGSVILLE, a political subdivision of
the State of Texas

By: _____
Sam R. Fugate, Mayor _____

THE STATE OF TEXAS §
 §
COUNTY OF KLEBERG ____ §

This instrument was acknowledged before me on October _____, 2020, by Sam R. Fugate, as Mayor on behalf of said City of Kingsville.

Notary Public

Printed/Typed Name of Notary

My Commission Expires:

[NOTARY SEAL]

OWNER:

**NEW URBAN DEVELOPMENT KINGSVILLE,
TX, LLC**, a Georgia limited liability company

By: _____
John Henry McCleskey, Jr., Member
and Manager

THE STATE OF GEORGIA §
§
COUNTY OF FULTON §

This instrument was acknowledged before me on _____, 2020, by John Henry McCleskey, Jr., as Member and Manager on behalf of said limited liability company.

Notary Public

Printed/Typed Name of Notary

My Commission Expires:

[NOTARY SEAL]

COMPANY:

**NEW URBAN DEVELOPMENT CORPORATION,
LLC**, a Georgia limited liability company

By: _____
John Henry McCleskey, Jr.

Title: _____

THE STATE OF GEORGIA §
§
COUNTY OF FULTON §

This instrument was acknowledged before me on _____, 2020, by John Henry McCleskey, Jr., as _____ on behalf of said limited liability company.

Notary Public

Printed/Typed Name of Notary

My Commission Expires:

[NOTARY SEAL]

LENDER:

AMERIS BANK

By: _____
David L. Fentress, Senior Vice President

THE STATE OF GEORGIA §
 §
COUNTY OF FULTON §

This instrument was acknowledged before me on _____, 2020, by David L. Fentress, as Senior Vice President on behalf of said Ameris Bank.

Notary Public

Printed/Typed Name of Notary

My Commission Expires:

[NOTARY SEAL]

AGENDA ITEM #19

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: October 16, 2020

SUBJECT: Request to roll end of year purchase orders for items ordered in FY 19-20 that are expected to be received in FY 20-21 and for projects that have been started in FY 19-20 and completed in FY 20-21 that were not included in the FY 20-21 budget due to the unknown status during the budget process.

Summary:

At the end of each fiscal year, there are outstanding purchase orders that have been created and sent to vendors and due to various reasons, they remain outstanding.

Background:

All purchase orders that remain outstanding at the end of the fiscal year, are reviewed to determine if the products are on order but have not been received or the project has been started, but not yet completed. If there are purchase orders in that state, the purchase order must be rolled, and the associated budget must be rolled to cover the expenditure. During the budget process, it is not always known if items or projects are going to be received or completed by September 30, 2020. If allowances have not been made for this expenditure in the following fiscal year budget, a budget amendment must be submitted to cover the expenditure.

Financial Impact:

Rolled purchase orders will decrease the unappropriated fund balance of the corresponding fund by the following amounts:

- General Fund 001 - \$37,160.44
- Police Seizure Fund 005 - \$7,652.90
- Utility Fund 051 - \$51,289.10
- Utility Capital Projects Fund 054 - \$16,000.00
- Park Maintenance Fund 093 - \$2,000.00



**City of Kingsville
Finance Department**

Failure to roll the budgets for the rolled purchase orders will require current FY 20-21 budget appropriations to cover these costs and may result in shortages in current needs. The prior fiscal year's appropriations included these amounts and dropped to fund balance at the end of FY 19-20.

Recommendation:

Staff recommends the approval of the budget amendment for the rolled purchase orders.



ORDINANCE NO. 2020-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2020-2021 BUDGET TO APPROPRIATE FUNDING FOR THE CARRY-OVER PURCHASE ORDERS THAT WERE ORDERED OR STARTED LAST FISCAL YEAR AND WILL BE RECEIVED OR COMPLETED THIS FISCAL YEAR.

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

I.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2020-2021 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
FUND 001 General Fund					
<u>Expenditures - 5</u>					
1601	Planning Adm	Professional Services	31400	\$1,760.88	
1703	Landfill	Vehicle Maintenance	41100	\$1,646.54	
2102	Patrol	Vehicle	71100	\$1,324.28	
2102	Patrol	Vehicle	71100	\$1,401.40	
2103	Comm	Supplies	21100	\$584.00	
2104	CID	Supplies	21100	\$39.83	
3050	Street	Professional Services	31400	\$1,500.00	
4503	Park Maint	Minor Equipment	21700	\$4,600.00	
4503	Park Maint	Professional Services	31400	\$1,295.00	
4503	Park Maint	Grounds & Perm Fixtures	59100	\$18,397.78	
4503	Park Maint	Dog Park	71309	\$2,614.27	
4513	Recreation	Recreational Programs	31499	\$1,996.46	
Fund 005 – PD Seizure Fund					
2100	Police	Drug Prevention Educ Mat	22501	\$7,652.90	
Fund 051 – Utility Fund					
6202	Meter Read	Water Meters	22800	\$25,439.10	
6202	Meter Read	Water Meter Parts	54200	\$10,700.00	
6202	Meter Read	Water Meters	22800	\$15,150.00	
Fund 054 – Utility Fund Capital Projects					

7002	Waste Water	Utility Plant	72100	\$16,000.00	
Fund 093 – Park Maintenance Fund					
4503	Park Maint	Minor Equipment	21700	\$2,000.00	

[To amend the City of Kingsville FY 20-21 Budget to appropriate funding for carry-over purchase orders which include the following:

- 190952 – Carahsoft Technology Corp – Remote Lead Training - \$1,760.88
- 202335 – Nueces Power Equipment – Replacement Sprocket & Equip - \$1,646.54
- 202017 – CDW Government – Vehicle Outfitting - \$1,324.28
- 202018 – Dana Safety – Vehicle Outfitting - \$1,401.40
- 202358 – Foremost Promotions – Jr. Officer Sticker Badges - \$623.83
- 202235 – LNV Engineering – Sta Rosa/Corral Easement - \$1,500
- 202316 – Global Industrial Equip – Urinals for Field Restrooms - \$6,600
- 202266 – Macareno Brothers – Wildlife Outlook & Hummingbird Signs - \$1,295
- 202344 – Lowes Home Centers Inc – Concrete for Picnic Table Pads - \$8,397.78
- 202265 – Hebert Irrigation – Flores Park Irrigation - \$10,000
- 202322 – S&J Fence Co – Dog Park Fencing - \$2,614.27
- 202320 – 4imprint Inc – Jump Ropes for Rec Programs - \$1,996.46
- 202278 – Positive Promotions – Drug Prevention Educ Materials - \$7,652.90
- 202247 – Badger Meters – Water Meters - \$14,727.60
- 202250 – Badger Meters – Water Meters - \$10,711.50
- 202272 – Ferguson Enterprises – Water Meter Parts - \$10,700
- 202233 – LNV – Prof Svcs – Isolation Gates & Effluent Line Project - \$16,000

Funds will come the unappropriated fund balance in the associated funds.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 26th day of October 2020.

PASSED AND APPROVED on this the 9th day of November , 2020.

EFFECTIVE DATE:_____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney