

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, OCTOBER 31, 2016 SPECIAL MEETING

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

I. Preliminary Proceedings.

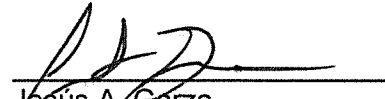
OPEN MEETING

APPROVED BY:

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

None.


Jesús A. Garza
City Manager

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, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works- Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Water And Wastewater Rate Study Presentation. 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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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 consider final passage of an ordinance amending Chapter VII, Article 8, Traffic Control Devices, providing for the installation of stop signs on Santa Gertrudis Avenue at its intersection with Seale Street and for Seale Street at Santa Gertrudis Avenue. (City Engineer/Public Works Director).
2. Motion to consider final passage of an ordinance amending Fiscal Year 2016-2017 Budget to accept and expend a donation from the La Posada De Kingsville Foundation. (Director of Finance).
3. Motion to consider final passage of an ordinance amending Fiscal Year 2016-2017 Budget to include the grant projects not completed in Fiscal Year 2015-2016. (Director of Finance).
4. Motion to consider final passage of an ordinance amending the Fiscal Year 2016-2017 Budget to include CO2016 projects not completed in Fiscal Year 2015-2016. (Director of Finance).
5. Motion to consider final passage of an ordinance amending the Fiscal Year 2016-2017 Budget to include insurance claim recovery projects not completed in Fiscal Year 2015-2016. (Director of Finance).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

6. Consider award of bid for construction of partial Sector 4 at City Landfill as per recommendation by outside engineer and staff. (Director of Purchasing).
7. Consider a resolution authorizing the City Manager to enter into a Consultant Services Agreement between the City of Kingsville and MuniServices, LLC for a sales tax audit. (Director of Finance).
8. Consider introduction of an ordinance amending the Fiscal Year 2016-2017 budget to include additional capital projects not completed in Fiscal Year 2015-2016. (Director of Finance).

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.

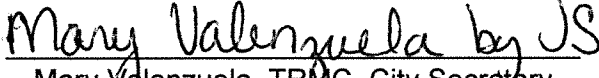
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative Commission votes. The speaker must identify himself by name and address.
4. Items being considered by the Commission for action except citizen's comments to the Mayor and 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 27, 2016 at 11:00 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.


Mary Valenzuela, TRMC, 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)

CONSENT AGENDA

AGENDA ITEM #1

**City of Kingsville
Engineering/Public Works**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Charlie Cardenas, P.E., City Engineer/Director of Public Works

DATE: October 14, 2016

SUBJECT: Creation of an ALL WAY STOP condition at the "T" intersection of Seale Street and Santa Gertrudis Ave.

Summary:

This item authorizes the approval to create an ALL WAY STOP condition at the "T" intersection of Seale Street and Santa Gertrudis Avenue.

Background:

In 2015 a new "off campus" student housing development was constructed on Santa Gertrudis Avenue. As a result, this area has seen a growth in pedestrian activity. The Engineering department received a request from the Texas A&M University – Kingsville's (TAMUK) Student Government Association to evaluate the safety of along Santa Gertrudis and Seale Street. The evaluation consisted of traffic and pedestrian safety. Due to several accidents and pedestrian activity and the need for a controlled crosswalk, it was evaluated and determined that Santa Gertrudis Avenue and Seale Street needed the attention of a stop condition. It was observed that this "T" intersection is a stop condition on Seale Street and free flow movement on Santa Gertrudis Avenue. Furthermore, it was determined that Santa Gertrudis Avenue serves as the primary collector street and Seale Street serves as the secondary collector street. As part of the Engineering study, traffic accidents and pedestrian observations were taken into consideration.

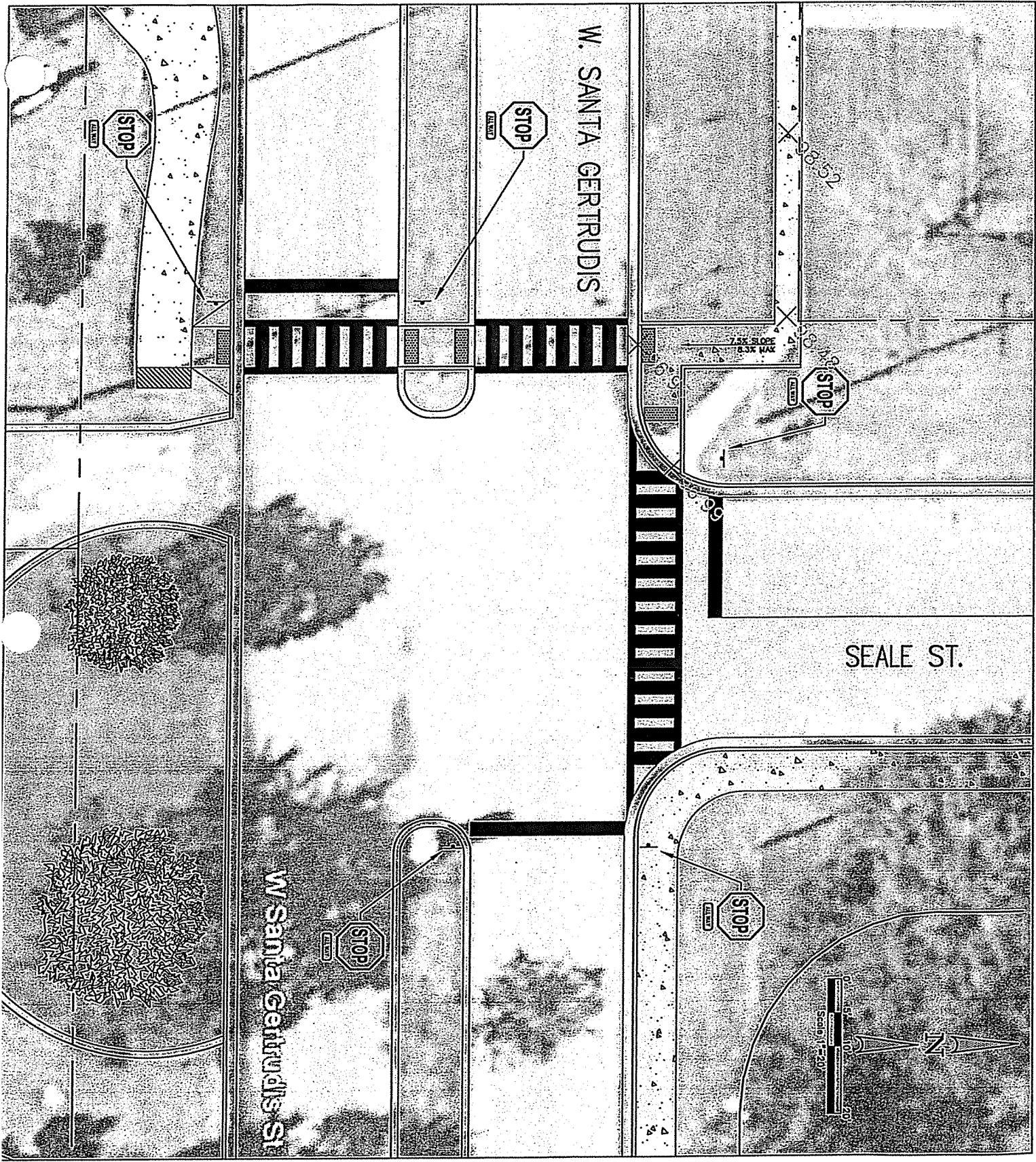
Financial Impact:

The financial impact is estimated at \$15,000.00 which includes the flashing lights attached to stop signs, curb cuts, ADA ramps, portion of sidewalk and pavement markings. Changing this condition is in accordance with state and federal guidelines and the Manual of Uniformed Traffic Control Devices (MUTCD).

Recommendation:

Staff recommends that the "T" intersection of Santa Gertrudis Avenue and Seal Street be converted to an "ALL WAY STOP" condition so that appropriate controlled crosswalks can be installed.





ALL WAY STOP INTERSECTION
SANTA GERTRUDIS AVE. & SEALE AVE.

No.	DATE	REVISION	REVISION
7			
6			
5			
4			
3			
2			
1			

DATE 10/5/16	SCALE 1" = 20'
DRAWN K. SANTILAN	CHECKED BY
PROJECT /	

ORDINANCE NO. 2016-_____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 8, TRAFFIC CONTROL DEVICES; PROVIDING FOR THE INSTALLATION OF STOP SIGNS ON SANTA GERTRUDIS AVENUE AT ITS INTERSECTION WITH SEALE STREET AND ON SEALE STREET AT ITS INTERSECTION WITH SANTA GERTRUDIS AVENUE; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

THAT Section 7-8-3 of Article 8: Traffic Control Devices of Chapter VII, Traffic Code, of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 7-8-3 TRAFFIC CONTROL AREAS.

...

(B)

...

AREA A		
Intersection	Direction	Device
1. Santa Monica Blvd. at Santa Gertrudis Ave.	Southbound	Delete yield sign Install stop sign
2. Santa Monica Blvd. at Santa Rosa Dr.	Westbound	Install stop sign
3. Santa Barbara Dr. at Santa Monica Dr.	Southbound	Install yield sign
4. Santa Dolores Dr. at Santa Monica Blvd.	Southbound	Install yield sign
5. Santa Anita Dr. at Santa Monica Blvd.	Westbound	Install yield sign

6. Santa Cecilia Dr. at Santa Monica Blvd.	Southbound	Install yield sign
7. Santa Fe Dr. at Santa Elena Dr.	Eastbound	Install yield sign
8. Santa Elena Dr. at Santa Gertrudis Ave.	Southbound	Delete yield sign Install stop sign
9. Santa Fe Dr. at Santa Rosa Dr.	Westbound	Delete yield sign Install stop sign
10. Wanda Dr. at Avenue I	Northbound	Install yield sign
11. Wanda Dr. at Corral Ave.	Southbound	Install stop sign
12. Santa Gertrudis Ave. at Santa Rosa Dr.	Southbound	Install stop sign
13. Wanda Dr. at Avenue F	Southbound	Install yield sign
14. Santa Rosa Dr. at Santa Gertrudis Ave.	Northbound	Install do-not-enter sign
15. Santa Rosa Dr. at Santa Gertrudis Ave	Southbound	Install yield sign
16. Santa Maria Dr. at Santa Rosa Dr.	Westbound	Install stop sign
17. Santa Rosa Dr. 400' north at Santa Fe Dr.	Northbound	Install 30 MPH sign
18. Corral Ave. 1200' west at Seale St.	Westbound	Install 30 MPH sign
19. <u>Santa Gertrudis Ave. at Seale St.</u>	<u>Westbound</u>	<u>Install stop sign</u>
20. <u>Santa Gertrudis Ave. at Seale St.</u>	<u>Eastbound</u>	<u>Install stop sign</u>
21. <u>Seale St. at Santa Gertrudis Ave.</u>	<u>Southbound</u>	<u>Install stop sign</u>

II.

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

III.

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

IV.

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

INTRODUCED on this the 24th day of October, 2016.

PASSED AND APPROVED on this the 14th th day of November, 2016.

Sam Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #2

**City of Kingsville
Downtown**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Cynthia Martin, Downtown Manager
DATE: October 18, 2016
SUBJECT: Donation from La Posada de Kingsville to City of Kingsville

Summary: The Board of La Posada de Kingsville has donated \$4,000 to the City of Kingsville to purchase new Christmas decorations for downtown Kingsville.

Background: The La Posada de Kingsville Celebration was founded 27 years ago to provide a series of holiday events for the Kingsville community while highlighting and attracting visitors to the community and downtown. It has provided funding, through donations, to the continued revival and improvement of downtown Kingsville. It is a non-profit organization that has a Board of Directors.

The Board decided this year to assist the City with the purchase of new Christmas decorations for downtown Kingsville to replace and upgrade worn decorations from past years to really make downtown shine this Christmas season.

Financial Impact: None

Recommendation: It is recommended that the City of Kingsville accept this donation of \$4,000 and use it as requested.



ORDINANCE NO. 2016-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO ACCEPT AND EXPEND A DONATION FROM THE LA POSADA DE KINGSVILLE FOUNDATION.

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 2016-2017 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 002 Tourism					
Revenue					
4-1070	Tourism	Donations	72030	\$4,000	
				<u>\$4,000</u>	
Expenses					
5-1071	Tourism Services	Special Events & Festivals	31441	\$4,000	
				<u>\$4,000</u>	

[To amend the FY16-17 Tourism Fund budget to accept and expend a \$4,000 donation from the La Posada de Kingsville Foundation for downtown holiday decorations as per the attached memo from the Downtown Manager.]

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 24th day of October, 2016.

PASSED AND APPROVED on this the ___ day of _____, 2016.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Deborah Balli, Director of Finance
DATE: October 14, 2016
SUBJECT: Budget Amendment-Roll Over Grant Projects

Summary:

This item authorizes the approval of a budget amendment to include grants projects not completed in FY 15-16 into the FY 16-17 budget.

Background:

In FY 15-16, the City of Kingsville was approved for various grants that were still in progress at fiscal year-end close. Since the completion dates of these grants was not known at the time of preparing the FY16-17 budget the following grants need to be rolled over into the FY16-17 budget through a budget amendment.

- TX Capital Fund Main Street Grant \$150,00 -ADA improvements and sidewalk repairs in the designated Main Street area
- Homeland Security Grant \$27,000 -Police Department Equipment (Night Vision Goggles)
- TXCDBG Grant #7215270 \$200,000 -8" Water Line Replacement

Financial Impact:

This budget amendment will allow for the completion of grant projects year in FY 16-17 that were originally budget in FY15-16.

Recommendation:

Staff recommends authorization of this budget amendment to complete the necessary projects provided by these grants.



ORDINANCE NO. 2016-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO INCLUDE THE GRANT PROJECTS NOT COMPLETED IN FISCAL YEAR 2015-2016.

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 2016-2017 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					
Equity					
2		Unassigned Fund Balance	61002		<u>\$ 5,000</u>
Expenses					
5-6900	Fund Trsfrs	Transfer to Fund 079	80079	<u>\$5,000</u>	
Fund 051 Utility Fund					
Equity					
2		Unrestricted Fund Balance	61004		<u>\$60,000</u>
Expenses					
5-6900	Fund Trsfrs	Transfer to Fund 082	80082	<u>\$60,000</u>	
Fund 068 CO Series 2013-Drainage					
Equity					
2		Restricted for Capital Outlay	74002		<u>\$10,000</u>
Expenses					
5-6900	Fund Trsfrs	Transfer to Fund 079	80079	<u>\$10,000</u>	
Fund 079-TX Capital Main Street Grant					
Revenue					
4-0000	Non-Dept.	State Grants	72010	\$135,000	
4-0000	Non-Dept.	Transfer From Fund 001	75001	\$5,000	
4-0000	Non-Dept.	Transfer From Fund 068	75068	<u>\$10,000</u>	
				<u>\$150,000</u>	
Expenses					
5-1601	Planning/Develop	Grounds & Perm Fixtures	59100	<u>\$150,000</u>	

Fund 080-Homeland Security Grant

Revenue

4-0000	Non-Dept.	State Grants	72010	<u>\$27,000</u>
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Expenses

5-2100	Police	Minor Equipment	21700	<u>\$27,000</u>
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Fund 082-TXCDBG Grant #7215270

Revenue

4-0000	Non-Dept.	Transfer From Fund 051	75010	\$60,000
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4-6000	Water Construction	State Grants	72010	\$140,000
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\$200,000

Expenses

5-6001	Water Construction	8" Water Line Replacement	54110	<u>\$200,000</u>
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[To amend the City of Kingsville FY 16-17 Budget to include grant projects not completed in FY 15-16 as per the attached memo from the Finance Director.]

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 24th day of October, 2016.

PASSED AND APPROVED on this the ___ day of _____, 2016.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #4

**City of Kingsville
Public Works**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Charlie Cardenas, Public Works Director/City Engineer
DATE: October 14, 2016
SUBJECT: Budget Amendment CO 2016 6th Street Overlay Project

Summary:

This budget amendment allocates funding to current year budget. This was approved through City Commission action September 12, 2016. The new estimated completion date is the end of October 2016.

Background:

Originally this project was scheduled to be completed on or before September 30, 2016 but an accident at the HAAS Anderson plant delayed the project.

Financial Impact:

This budget amendment will reallocate funding of \$946,534.92 to 033-5-3050-521.31, CO2016 to complete the project for the current fiscal year.

Recommendation:

Staff recommends approval of the budget amendment to complete Bid 16-10 to Clark Construction, 5140 Gibbs Spawl Road, San Antonio, TX 78219 in the amount of \$946,534.92.



**City of Kingsville
Public Works**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Charlie Cardenas, Public Works Director/City Engineer
DATE: October 14, 2016
SUBJECT: Budget Amendment CO 2016 Brush Truck and Replacement Bodies

Summary:

This budget amendment allocates funding to the current year budget. The purchase of these items was approved through City Commission action July 25, 2016. New estimated delivery of the one complete truck to the City is estimated the end of October 2016. Delivery of the brush body replacements is now estimated to be November to December of 2016 due to manufacturer workloads.

Background:

Originally these items were estimated to be delivered on or before September 30, 2016.

Financial Impact:

This budget amendment will reallocate funding of \$216,598.00 to 033-5-1702-71140, CO2016 to complete the purchases in the current year.

Recommendation:

Staff recommends approval of the budget amendment to complete the purchase of the truck and bodies from Southwest International Trucks, Inc., 2401 E. Pioneer Pkwy, Arlington, TX 76010 under BuyBoard Contract # 430-13.



**City of Kingsville
Public Works**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Charlie Cardenas, Public Works Director/City Engineer
DATE: October 14, 2016
SUBJECT: Budget Amendment CO 2016 Pro-Patch Pothole Patcher

Summary:

This budget amendment allocates funding to the current year budget. The purchase of this item was approved through City Commission action June 13, 2016. New estimated delivery of the one complete truck to the City is estimated the third week of October 2016.

Background:

Originally these items were estimated to be delivered on or before September 30, 2016.

Financial Impact:

This budget amendment will reallocate funding of \$147,284.00 to 033-5-3050-71231, CO2016 to complete the purchase for the current fiscal year.

Recommendation:

Staff recommends approval of the budget amendment to complete the purchase of the Pro-Patcher truck from H.D. Industries on a Freightliner 2017 M2106 Cab and Chassis from Freightliner of Austin under BuyBoard Contracts.



**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Deborah Balli, Director of Finance
DATE: October 14, 2016
SUBJECT: Budget Amendment-Roll Over Projects

Summary:

This item authorizes the approval of a budget amendment to include engineering services for landfill expansion not completed in FY 15-16 into the FY 16-17 budget.

Background:

Originally the engineering services for this project were estimated to be completed on or before September 30, 2016

Financial Impact:

This budget amendment will reallocate funding of \$314,168 to 090-5-1703-71400 Landfill Expansion to complete the project this fiscal year.

Recommendation:

Staff recommends authorization of this budget amendment to complete the necessary projects.



ORDINANCE NO. 2016-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO INCLUDE PROJECTS NOT COMPLETED IN FISCAL YEAR 2015-2016.

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 2016-2017 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 033-CO Series 2016-General					
Equity					
2	Non-Dept.	Restricted for Capital Outlay	74002		<u>\$1,310,417</u>
					<u>\$1,310,417</u>
Expenses					
5-1702	Sanitation	Public Works-Brush Truck & 3 Replacement Beds	71140	\$216,598	
5-3050	Streets	Public Works-Pro Patcher	71231	\$147,284	
5-3050	Streets	Public Works-Phase 1 of 6th Street Overlay	52131	\$946,535	
				<u>\$1,310,417</u>	
Fund 090-Landfill Closure Fund					
Equity					
2	Non-Dept.	Committed for Landfill	68100		<u>\$314,168</u>
					<u>\$314,168</u>
Expenses					
5-1703	Landfill	Landfill Expansion	71400	<u>\$314,168</u>	
				<u>\$314,168</u>	

[To amend the City of Kingsville FY 16-17 Budget to include projects that were not complete in FY 15-16 as per the attached memos from the Finance Director and the Public Works Director/City Engineer.]

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 24th day of October, 2016.

PASSED AND APPROVED on this the ___ day of _____, 2016.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #5

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Deborah Balli, Director of Finance
DATE: October 14, 2016
SUBJECT: Budget Amendment-Insurance Claim Recovery Fund

Summary:

This item authorizes the approval of a budget amendment to include Insurance Claim Recovery funds that were not expended in FY 15-16.

Background:

On May 31, 2016, the City of Kingsville experienced thunder storms producing high winds and several confirmed tornados that caused extensive damage around the city. An initial insurance claim was submitted to the City's Insurance provider and a claim of \$1,383,412 was paid out by the end of FY 2015-2016. Since the claim was received towards the end of the fiscal year a majority of the work was incomplete by fiscal year end. This item will amend the fiscal year 2016-2017 budget to include the Insurance Claim Recovery Fund expenditures for projects that were not complete in FY 2015-2016.

Financial Impact:

This budget amendment will increase expenditures in the Insurance Claim Recovery Fund by \$756,156 in 096-5-1030-31400 Professional Services.

Recommendation:

Staff recommends authorization of this budget amendment to complete the necessary projects in the Insurance Claim Recovery Fund.



ORDINANCE NO. 2016-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO INCLUDE INSURANCE CLAIM RECOVERY PROJECTS NOT COMPLETED IN FISCAL YEAR 2015-2016.

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 2016-2017 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 096-Insurance Claim Recovery Fund					
Equity					
2	Non-Dept.	Restricted for-Insurance Claim Recovery	74002		\$756,156
					<u>\$756,156</u>
Expenses					
5-1030	City Special	Professional Services	31400	\$756,156	
				<u>\$756,156</u>	

[To amend the City of Kingsville FY 16-17 Budget to include Insurance Claim Recovery projects that were not completed in FY 15-16 as per the attached memo from the Finance Director.]

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 24th day of October, 2016.

PASSED AND APPROVED on this the ___ day of _____, 2016.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

REGULAR AGENDA

AGENDA ITEM #6



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE: October 26, 2016
TO: City Commission through City Manager
FROM: David Mason, Purchasing Director
SUBJECT: Award Bid for Construction of Partial Sector 4 at Landfill.

SUMMARY

This items provides staff recommendation for Construction of Partial Sector 4 at Kingsville Municipal Landfill. In conjunction with Naismith Engineering we advertised in the Kingsville Record and Corpus Christi Caller Times on September 18 and September 26, 2016. A PreBid meeting was held October 4, 2016 at City Hall Community Room with three (3) potential vendors attending. Site visitation followed. A total of three (3) proposals were received by the October 11, 2016, closing date and subsequently evaluated by Naismith Engineering. Bid Tab is shown in the table below:

BACKGROUND

Billberry Construction LLC	EISG, Inc.	4X Construction Group, Inc
\$1,367,243.40	\$1,444,417.50	\$1,449,375.00

RECOMMENDATION

It is recommended the low bidder Billberry Construction LLC of Houston, TX be awarded the contract. Funds are available in the amount of \$1,622,941.00 from 090-5-1703-71400 Landfill Construction.



Naismith/Hanson

Engineering | Planning | Architecture | Allied Services

Now part of Hanson Professional Services Inc.



www.hanson-inc.com

October 18, 2016

Mr. Charlie Cardenas, P.E.
City Engineer/Public Works Director
400 West King Avenue
Kingsville, Texas 78363

Re: Award Recommendation – Construction of Partial Sector 4
City of Kingsville Municipal Solid Waste Landfill

Dear Mr. Cardenas:

Naismith/Hanson personnel assisted the City in opening bids for the above referenced project on Tuesday, October 11, 2016, at the City of Kingsville City Hall. Three (3) bids were received by the designated closing time of 1:30 p.m. and were opened and read aloud by the City's Purchasing Director. We prepared a tabulation of the bids received and have included a copy for your reference. We reviewed the bids for mathematical errors and discovered an error in the bid from Environmental Industrial Services Group, Inc. (EISG). This error was corrected and the proper values are reflected in the tabulation.

As you will note from the tabulation, the low bidder is Bilberry Construction, LLC (Bilberry) of Houston, Texas. Their total base bid was \$1,367,243.40. We have reviewed Bilberry's bid for accuracy and compliance with the bid documents and find that the bid is mathematically accurate, and was accompanied by the required bid bond and qualification information.

Bilberry was incorporated as a construction company in 2014, although the principal in the company has many years of experience while employed with a previous construction company with extensive experience in landfill work. We consulted the references Bilberry listed in their proposal as well as other references provided in follow up communications. All of the references we contacted indicated that the work done by Bilberry had been performed satisfactorily and within or ahead of schedule and that they would be willing to hire them for future work. Our review of the qualifications submitted by Bilberry indicates that they have experience performing work similar to that required for the City's project.

Based on our review of Bilberry's bid and qualifications and the satisfactory responses from the references, we recommend that the City award the project to Bilberry Construction, LLC in the amount of \$1,367,243.40.

We thank the City for the opportunity to assist with this project. If you have any questions or need additional information, please feel free to contact me.

Sincerely,

NAISMITH/HANSON

Jon M. Reinhard, P.E. (TBPE License No. 64541)
Project Engineer

Enclosure: Bid Tabulation

Z:\8514-City of Kingsville\8514-07 Partial Sector 4\Bidding\Kingsville Sector 4 Award Recommendation.doc

TBAE Firm 13553 ■ TBPE Firm 355 ■ TBPG Firm 50017 ■ TBPLS Firm 100395-00

4501 Gollihar Road. Corpus Christi, TX 78411 ■ 800-677-2831 361-814-9900 Fax 361-814-4401 ■ naismith-engineering.com

NAISMITH ENGINEERING, INC. BID TABULATION Tuesday, October 11, 2016 - 1:30 P.M.		Project Title: CITY OF KINGSVILLE CONSTRUCTION OF PARTIAL SECTOR 4		Owner: BILLBERRY CONSTRUCTION L.L.C.		EISG, INC.		4X Construction Group, LLC.	
BIDDERS									
Bid Security						✓		✓	
Addenda 1-2 Acknowledged						✓		✓	
Reference & Qualifications Statement						✓		✓	
Item No.	Description	Apprx Qty	Unit	Unit Price Amount	Total Amount	Unit Price Amount	Total Amount	Unit Price Amount	Total Amount
BASE BID									
1	Mobilization/Demobilization	1	LS	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00	\$175,000.00	\$175,000.00
2	Excavation of Partial Sector 4	59,000	CY	\$2.40	\$141,600.00	\$2.75	\$162,250.00	\$3.25	\$191,750.00
3	Dewatering System	2,480	LF	\$48.85	\$121,148.00	\$32.50	\$80,600.00	\$30.00	\$74,400.00
4	General Fill	12,000	CY	\$2.90	\$34,800.00	\$3.50	\$42,000.00	\$2.00	\$24,000.00
5	Subgrade Preparation	8.2	AC	\$1,817.00	\$14,899.40	\$5,185.00	\$42,517.00	\$6,000.00	\$49,200.00
6	Geosynthetic Clay Liner (Unreinforced)	321,400	SF	\$0.57	\$183,198.00	\$0.45	\$144,630.00	\$0.44	\$141,416.00
7	Geosynthetic Clay Liner (Reinforced)	55,400	SF	\$0.68	\$37,672.00	\$0.61	\$33,794.00	\$0.50	\$27,700.00
8	Textured 60 mil FML	55,400	SF	\$0.68	\$37,672.00	\$0.70	\$38,780.00	\$0.50	\$27,700.00
9	Smooth 60 mil FML	321,400	SF	\$0.68	\$218,552.00	\$0.44	\$141,416.00	\$0.44	\$141,416.00
10	Single-sided Geocomposite	321,400	SF	\$0.57	\$183,198.00	\$0.47	\$151,058.00	\$0.43	\$138,202.00
11	Double-sided Geocomposite	55,400	SF	\$0.62	\$34,348.00	\$0.65	\$36,010.00	\$0.54	\$29,916.00
12	Leachate Sump, Sump Riser, and Cleanout Riser	2	EA	\$17,853.00	\$35,706.00	\$36,900.00	\$73,800.00	\$25,000.00	\$50,000.00
13	Leachate Cleanout Line	940	LF	\$26.00	\$24,440.00	\$47.50	\$44,650.00	\$50.00	\$47,000.00
14	Protective Soil Cover	27,500	CY	\$3.53	\$97,075.00	\$2.55	\$70,125.00	\$4.75	\$130,625.00
15	Pipe Support Structures	2	EA	\$1,687.00	\$3,374.00	\$4,500.00	\$9,000.00	\$4,000.00	\$8,000.00
16	18' Tall Landfill Fence	600	LF	\$62.00	\$37,200.00	\$94.00	\$56,400.00	\$55.00	\$33,000.00
17	Pumping System	2	EA	\$16,520.00	\$33,040.00	\$30,000.00	\$60,000.00	\$35,000.00	\$70,000.00
18	3" HDPE Force Main	3,505	LF	\$11.00	\$38,555.00	\$27.50	\$96,387.50	\$10.00	\$35,050.00
19	Electrical Power Supply	1	LS	\$46,846.00	\$46,846.00	\$80,000.00	\$80,000.00	\$10,000.00	\$10,000.00
20	Storm Water Prevention Control	1	LS	\$3,920.00	\$3,920.00	\$36,000.00	\$36,000.00	\$35,000.00	\$35,000.00
21	NEC Electric Utility Allowance	1	LS	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
TOTAL BASE BID					\$1,367,243.40		\$1,444,417.50*		\$1,449,375.00

* - Math error, total corrected

AGENDA ITEM #7



FINANCE MEMORANDUM

TO: JESUS A GARZA, CITY MANAGER
FROM: DEBORAH R BALLI, FINANCE DIRECTOR
DATE: OCTOBER 21, 2016
SUBJECT: MUNI SERVICES AGREEMENT

Background: The City of Kingsville has determined the need for an audit to be conducted on sales taxes paid by businesses to review any reporting errors resulting in decreased revenue.

The Finance Department is requesting to enlist the services of Muni Services which is a company that specializes in this type of audit.

Financial Impact: Their agreement is based on a 30% contingency fee, so there would not be a financial impact to the budget.

Recommendation:

This Finance Department recommends enlisting the services of Muni Services to conduct a sales tax audit.

RESOLUTION #2016-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND MUNISERVICES, LLC FOR A SALES TAX AUDIT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have an audit done of the sales taxes paid by businesses to review any reporting errors resulting in decreased revenue;

WHEREAS, MuniServices, LLC specializes in this type of audit (sales tax) and their fee is based on a 30% contingency fee;

WHEREAS, the City and MuniServices, LLC have worked to prepare a Consultant Services Agreement for sales tax audit services.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Consultant Services Agreement between the City of Kingsville and MuniServices, LLC for sales tax audit services for 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
_____ 31st day of _____, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

MuniServices, LLC
Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of the _____ day of _____, 2016 ("Effective Date") by and between MuniServices, LLC, a Delaware limited liability company ("MUNISERVICES") and The City of Kingsville, a municipal corporation of the State of Texas ("CITY"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

A. Services

1. MUNISERVICES will provide CITY with the services described in EXHIBIT A which is attached hereto and incorporated by reference. MUNISERVICES shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. MUNISERVICES shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

B. Compensation

1. Upon execution of this Agreement, CITY will pay MUNISERVICES as outlined in EXHIBIT B, incorporated and included herein.

C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of one (1) year following the date of execution, and automatically renew for three (3) subsequent one year terms if neither party has cancelled (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing thirty-days (30) written notice to the other party; provided however, that if MUNISERVICES has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, MUNISERVICES shall be entitled to payment as described in EXHIBIT B.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay MUNISERVICES for services performed through the effective date of termination for which MUNISERVICES has not been previously paid. In addition, because the services performed by MUNISERVICES prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to MUNISERVICES' fee, the CITY shall remain obligated after termination or non-renewal to provide to MUNISERVICES such information as is necessary for MUNISERVICES to calculate compensation due as a result of the receipt of revenue by the CITY.
3. Independent Contractor: It is understood that MUNISERVICES and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CITY. CITY understands that MUNISERVICES may perform similar services for others during the term of this Agreement and agrees that MUNISERVICES representation of other government

sector clients is not a conflict of interest. MUNISERVICES shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and MUNISERVICES hereby expressly waives any claim it may have to any such rights.

4. **Subcontractors:** MUNISERVICES shall have the right to hire subcontractors to provide the services described herein. MUNISERVICES, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. MUNISERVICES shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

If to City:

City of Kingsville
Attn: Deborah Balli, Finance Director
POB 1458
Kingsville, TX 78364
Phone: 361.595.8009
Facsimile: 361.595.8035
Email: dballi@cityofkingsville.com

If to MuniServices:

MuniServices, LLC
Attn: Contract Department
7625 N. Palm Ave., Ste. 108
Fresno, CA 93711
Phone: 559.271.6852
Facsimile: 559.312.2852
Email: legal@muniservices.com

6. **Representative or designees:** MUNISERVICES Primary Representative/Project Manager shall be:

Ted Kamel, Client Services Manager
12301Kurland Drive, Suite 150, Houston, TX 77034
Phone: 903.952.9794/Email: Ted.Kamel@MuniServices.com

For the convenience of the CITY, a short list of helpful contacts is attached and incorporated herein as EXHIBIT C.

7. **Indemnity:** MUNISERVICES shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from MUNISERVICES' negligent or unlawful performance of its obligations under or breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CITY. "MUNISERVICES' performance" includes MUNISERVICES' action or inaction and the action or inaction of MUNISERVICES' officers, employees, agents and subcontractors.
8. **Limitation of Liability:** In no event shall MUNISERVICES, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not MUNISERVICES has been advised of the possibility of any such loss or damage. In addition, MUNISERVICES' total liability hereunder, including reasonable attorneys fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CITY'S exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate

the risks between MUNISERVICES and the CITY and MUNISERVICES' pricing reflects the allocation of risk and limitation of liability specified herein.

9. Insurance: MUNISERVICES shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the City, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day written notice to the CITY, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. MUNISERVICES shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, MUNISERVICES may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which MUNISERVICES has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of MUNISERVICES; or any corporation or entity which acquires all or substantially all of the assets of MUNISERVICES. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for MUNISERVICES preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by MUNISERVICES pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to MUNISERVICES's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in MUNISERVICES or its subcontractors. The foregoing notwithstanding, in no event shall any CITY-owned data provided to MUNISERVICES be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other

marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

15. Force Majeure: MUNISERVICES shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
17. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
18. Invalidity: If 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 any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

"CITY"

City of Kingsville,
a Municipal Corporation

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

"MUNISERVICES"

MuniServices, LLC,
a Delaware limited liability company

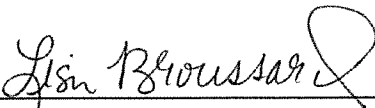
By: 
Lisa Broussard, CTE, CPA
Vice President Central Operations

EXHIBIT A – SCOPE OF WORK SALES TAX COMPLIANCE REVIEW

Objectives and Methods

MuniServices' Sales Tax Compliance Review is designed to assist City with economic forecasting and in preserving and enhancing its sales and use tax revenues by detecting, documenting, and correcting sales tax misallocations thereby producing previously unrealized revenue for City while giving the City a more accurate sales tax base upon which to forecast its revenue.

Scope of Work

In providing the Sales Tax Compliance Review, MuniServices shall:

- Meet with City's designated staff to review service objectives, scope, procedures, coordination of effort, work plan schedule, public relations, and logistical matters.
- Establish an appropriate liaison with the City's coordinator and define logical checkpoints for reviewing progress.
- Perform a review of the City's businesses' sales/use tax remittances in an effort to ensure proper application of local sales/use tax law and achieve past and/or prospective compliance, as applicable.
- On behalf of the City, MuniServices will assist the businesses, as necessary, in the preparation and filing of amended returns and/or reallocation requests with the Comptroller's office in order to gain compliance. MuniServices and/or the City may also provide additional documentation to the Comptroller's office to request its assistance in gaining compliance from taxpayers as needed.

Deliverables

Progress Reports

MuniServices will provide periodic progress reports to City in the form of status updates. These progress reports will also indicate areas in which City staff may further assist and improve the sales tax compliance review activities provided hereunder. MuniServices' progress reports will identify errors/omissions detected, documented and corrected and report on other services of benefit to City for the time period covered.

City Assistance

City shall assist MuniServices by providing necessary information and assistance to include, without limitation, the following:

- Providing MuniServices, on a timely basis, information necessary to conduct its compliance review activities including but not limited to monthly tax payment histories.
- Providing two letters of authorization identifying MuniServices to local businesses and to the Texas Comptroller of Public Accounts and/or other state agencies as an authorized agent of City to perform sales and use tax reviews and to receive and examine taxpayer records (hard copy and electronic) necessary to assure sales and use tax compliance and revenue forecasts.
- Pursuing in good faith corrective action on errors and omissions detected by MuniServices.
- Issuing necessary documentation to the state to correct errors validated by MuniServices.

The parties agree that the City and/or the State Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the City's sales and use tax, recognizing that MuniServices' role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors/omissions by taxpayers in the application, calculation, collection, and/or remittance of sales and use taxes and, ii) providing City with technical assistance, without assuming or being delegated the authority or responsibility of City to administer, interpret, and enforce its sales and use taxes.

EXHIBIT B – COMPENSATION SALES TAX COMPLIANCE REVIEW

What the City will pay MuniServices

Provided that the Effective Date is on or before December 30, 2016 in exchange for MuniServices performing the work indicated above, the City will pay MuniServices as follows:

The City shall pay MuniServices a 30% contingency fee. The fee applies to the sales and use tax revenue received by the City from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The Contingency Fee applies to both: (a) past compliance (as applicable) -- sales and use tax revenues received by the City from prior periods; and (b) prospective compliance (as applicable) -- incremental increase in sales and use tax revenues received for the first eight consecutive reporting quarters (24 months) following correction of the errors and confirmation of receipt of revenue by the City. An incremental increase is calculated as the current month's correct tax remittance less the monthly average of the prior 12 months immediately prior to the first month of correct tax remittance.

MuniServices will invoice City quarterly based on past and/or prospective compliance secured on behalf of City. Invoices are due and payable upon receipt.

All expenses incurred by MuniServices in providing the Sales Tax Compliance Review are the sole and exclusive responsibility of MuniServices, except those expenses that receive prior written approval by City.

Completion of Services

Notwithstanding anything else in this Agreement to the contrary, the City will pay MuniServices per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. MuniServices will provide City with a list of accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination ("completion list"). MuniServices is allowed to continue working those accounts on the completion list for a reasonable time to obtain a correction.

Additional Consulting

City may request that MuniServices provide additional consulting services at any time during the term of this Agreement. If MuniServices and City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$200 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

EXHIBIT C

MuniServices Helpful Contacts

Contact	Project Role	Phone	Email
Ted Kamel, MBA	Client Services Manager	903.952.9794	ted.kamel@muniservices.com
Lisa Broussard, CTE, CPA	VP Client Services	713.459.5079	lisa.broussard@muniservices.com
Chris Yeary, CPA	VP, Sales & Use Tax Audit	972.447.4953	chris.yeary@muniservices.com
Irene Reynolds	Client Relations Manager	559.271.6867	irene.reynolds@muniservices.com
	Billing Department	757.321.2517	billing@portfoliorecovery.com
Francesco Mancia, MBA	VP Government Relations	559.288.7296	fran.mancia@muniservices.com
Patricia A. Dunn, MSHR	Contracts Manager	559.271.6852	patricia.dunn@muniservices.com

AGENDA ITEM #8

ORDINANCE NO. 2016-_____

**AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 BUDGET TO INCLUDE
ADDITIONAL CAPITAL PROJECTS NOT COMPLETED IN FISCAL YEAR 2015-2016.**

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 2016-2017 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 002-Tourism Fund					
Equity					
2	Non-Dept.	Restricted-Tourism	61002		\$41,500
Expenses					\$41,500
5-1071	Tourism	Signs-Wayfindings	52201	\$41,500	
				\$41,500	
Fund 033-CO Series 2016-General					
Equity					
2	Non-Dept.	Restricted for Capital Outlay	74002		\$2,090,905
					\$2,090,905
Expenses					
5-2103	Police	PD-Radio Backbone	71232	\$488,730	
5-2103	Police	PD-Radios	71233	\$225,342	
				\$714,072	
5-4503	Parks	Parks-Street & Parking-DKP	71220	\$935,000	
5-4503	Parks	Parks-Parking Lots-Park Facilities	71221	\$233,210	
5-4503	Parks	Parks-Pier Enhancements	71222	\$25,000	
5-4503	Parks	Parks-Office/Community Bldg Improvements	71226	\$125,000	
5-4503	Parks	Parks-Equipment Barn Improvements	71227	\$25,000	
5-4503	Parks	Parks-Field Improvements	71228	\$33,622	

\$1,376,833

Fund 099-Disaster Response Recovery Fund				
Equity				
2		Restricted-Disaster Response	61002	\$24,060
				<u>\$24,060</u>
Expenses				
5-2103	Police	Equipment Maintenance	41400	\$13,450
5-2103	Police	Machinery/Equipment	71200	\$10,610
				<u>\$24,060</u>

[To amend the City of Kingsville FY 16-17 Budget to include capital projects that were not complete in FY 15-16 as per the attached memos from the Tourism Director, Parks Manager, Police Chief and Finance Director.]

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 31st day of October, 2016.

PASSED AND APPROVED on this the 14th day of November, 2016.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Director of Finance

DATE: October 27, 2016

SUBJECT: Budget Amendment-Roll Over Capital Projects

Summary:

This item authorizes the approval of a budget amendment to include capital projects not completed in FY 15-16 into the FY 16-17 budget.

Background:

In FY 15-16, the City of Kingsville approved various capital projects that were still in progress at fiscal year-end close. Since the completion dates of these projects was not known at the time of preparing the FY16-17 budget the following projects need to be rolled over into the FY16-17 budget through a budget amendment.

- Tourism Fund-\$41,500 Wayfinding Signs
- CO Series 2016-\$714,072 Police Department Radio Backbone and Radios
- CO Series 2016-\$1,376,833 Parks Capital Projects
- Disaster Response Recovery Fund-\$24,060 Generator and Siren Repair

Financial Impact:

This budget amendment will allow for the completion of these projects originally budgeted in the prior fiscal year. A total of \$2,156,465 will be rolled over from FY 15-16 fund balances into the FY 16-17 budget.

Recommendation:

Staff recommends authorization of this budget amendment to complete these capital projects.



CITY OF KINGSVILLE



MEMORANDUM

TO: Deborah Balli, Finance Department Director, City of Kingsville
FROM: Leo Alarcon, Director of Tourism Services, City of Kingsville
DATE: Tuesday, October 25, 2016
SUBJECT: Budget Amendment – Signs-Wayfindings

Background: After a long process and making sure everything was precise on each sign, the City's Wayfinding Signs were finally ordered in August. We processed a purchase order for the signs on August 1, 2016 in the amount of \$41,500 for the fabrication and design process of 24 signs. The company doing the work is National Sign Plazas, Inc. The signs were actually manufactured in the Dallas/Ft. Worth area and were not delivered to the Public Works building until Thursday, October 20, 2016. Since we cannot record the expenditure in last year's budget because we did not receive the signs during the previous fiscal year, we are requesting to do a budget amendment to pay the company.

Financial Impact: \$41,500.00

Recommendation: The funds allocated in the 2015/2016 fiscal year for the Wayfinding Signs were not expended during the previous fiscal year; we are asking to move those funds at this time from the fund balance to the current Tourism Department budget to cover the payment for the fabrication of the signs. Thank you for your consideration.



National Sign Plazas, Inc.
2422 S Trenton Way, Unit H
Denver, CO 80231

Invoice 12353
Invoice Date: 10/14/2016

Kingsville Visitor's Center
Leo Alarcon
1501 N Hwy 77
Kingsville, TX 78363

Community
Leo Alarcon
1501 N Hwy 77
Kingsville, TX 78363

Customer No.	Reference - P.O. No.	Salesperson	Terms	
KINGSVILLE		4004	Due Upon Receipt	
Item No.	Description/Comments	Quantity	Unit Price	Amount
WF4004	Wayfinding / Public Signs - TX GRO Design & Construction Documents	1	10,000.00	10,000.00
WF4004	Wayfinding / Public Signs - TX GRO Fabrication of Vehicular Signs	24	1,312.50	31,500.00

QUESTIONS? Please Call Your Local Office at 720-482-9293

Remit Payments to:
National Sign Plazas
2422 S Trenton Way, Unit H
Denver, CO 80231

Nontaxable Subtotal	41,500.00
Taxable Subtotal	
Sales Tax	0.00
Total Amount Due	41,500.00

**CITY OF KINGSVILLE**

PO Box 1458
Kingsville, TX 78364
PH: (361) 595-8025

PURCHASE ORDER**PO Number:** 161899**Date:** 08/01/2016**Requisition #:** REQ07728**Vendor #:** 7207

ISSUED TO: NATIONAL SIGN PLAZAS, INC
2422 S TRENTON WAY, UNIT H
DENVER, CO 80231-

SHIP TO: Dept of Tourism
Attn:Leo Alarcon
1501 N. Hwy 77
Kingsville, TX 78363

ITEM	UNITS DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1	0 Fabrication/Design of vehicular directional signs	002-5-1071-52201		0.00	41,500.00

Received by:

Date:

8-1-16

SUBTOTAL:	41,500.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	41,500.00

1. Original invoice with remittance slip must be sent to: City of Kingsville, PO Box 1458, Kingsville, TX 78364.
2. Payment may be expected within 30 days of receipt of goods and invoice.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that the buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 74-6001513

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Susan Ivy, Parks Manager

DATE: October 26, 2016

SUBJECT: Budget Amendment-Roll Over Balances CO 2016 Parks Projects

Summary:

This item authorizes the approval of a budget amendment to roll over CO 2016 Parks improvement projects not completed in FY 15-16 into the FY 16-17 budget.

Background:

In FY 15-16, the City of Kingsville authorized \$2,250,000.00 for Park Improvement Projects through the CO 2016 funding. Projects include street and parking lot paving, Skate Park, Splash Pad, Master Planning, Pier enhancements, Community Building improvements, Equipment Barn improvements, Pool improvements and Field improvements. Master Planning has begun and will be completed in December, 2017. Brookshire Pool leak detection and skimmer replacements were completed but remaining projects could not begin so that the pool could open for summer season. The remaining projects will begin progress in Fiscal Year 2017 and expenditures will commence very soon.

Financial Impact:

This budget amendment will allow for the scheduled Park Improvements Projects funding remaining in FY 2016 in the amount of \$1,376,833 to remain available for the completion of projects in the FY 2017.

Recommendation:

Staff recommends authorization of this budget amendment to complete the necessary projects provided by these Certificate of Obligation Funds in FY 2017.



**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: Originally Submitted August 3, 2016
****Re-submitted October 26, 2016****

SUBJECT: Request for Budget Amendment

Summary:

The police department is requesting a budget amendment in the amount of \$13,450.00 for the repairs to the siren at 17th & Lee.

Background:

Our city has a Storm Sentry system to alert our citizens of weather events consisting of a weather station located at the Kingsville PD and 3 sirens. The siren located at 17th & Lee was damaged when it was struck by lightning.

Financial Impact:

Material

Heavy Duty 3 Phase Starter	\$2,000.00
40 HP Continuous Duty 3 Phase Motor	\$4,750.00

Labor

Installation of Starter	\$400.00
Remove Siren from Telephone Pole & Prepare for Shipping	\$1,400.00
Replacement of Motor	\$650.00
Move Siren to site & Remount on Telephone Pole	\$1,400.00
Petty's Electronic	\$100.00

Shipping

Ship Shipping Pallet to Kingsville	\$250.00
Ship Siren to Sentry Siren in Canon City, Colorado	\$1,250.00
Ship Repaired Siren from Canon City to Kingsville	\$1,250.00

Total Cost \$13,450.00



**City of Kingsville
Police Department**

Recommendation:

We request that the budget amendment be approved to cover the cost of the repair of the siren and related costs.



**City of Kingsville
Police Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: Originally Submitted July 20, 2016
****Re-submitted October 26, 2016****

SUBJECT: Request for Budget Amendment

Summary:

The police department is requesting a budget amendment in the amount of \$10,610.00 for the repairs to the siren at 17th & Lee and the installation of a new siren for coverage of the Paulsen Falls area.

Background:

Our city has a Storm Sentry system to alert our citizens of weather events consisting of a weather station located at the Kingsville PD and 3 sirens located at 17th & Lee, Armstrong & Kenedy and 600 E. Trant Rd. During the last weather event at least one of the sirens failed. We also have had residents report that sirens cannot be heard east of bypass on the south side of town. We had our Storm Sentry system vendor check the sirens, as well as engineers from AEP out insuring that transformers being used at the sites are adequate to power the sirens. AEP reported that the transformers had sufficient

Financial Impact:

The equipment consists of a Generac 22kw propane generator, reusing existing circuits and transfer switch. Generator comes with a 2yr limited warranty and we would recommend purchasing the 10yr warranty at a cost of \$1,320.00

Generator=\$5,520.00 Material=\$350.00 Labor=\$3,120.00 10Yr Warr=\$1,320.00
AmeriGas to disconnect old generator and connect new generator to propane tank=\$300.00

Total Expenditures would be \$10,610.00

Recommendation:



**City of Kingsville
Police Department**

We request that the budget amendment be approved to cover the cost of the generator, warranty and related installation expenses.

