

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION**

**MONDAY, JANUARY 11, 2016  
REGULAR MEETING**

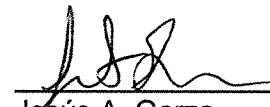
**HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS  
CITY HALL/200 EAST KLEBERG AVENUE  
5:30 P.M.-Workshop  
6:00 P.M.-Regular Meeting**

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

#### **OPEN MEETING**

**WORKSHOP:** Presentation from LNV Engineering on City's Waste Water Treatment Plants. (City Manager).

APPROVED BY:

  
\_\_\_\_\_  
Jesús A. Garza  
City Manager

#### **REGULAR MEETING RESUMES**

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

**MINUTES OF PREVIOUS MEETING(S) – Required by Law**

Regular Meeting – December 14, 2015

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

1. Public hearing to consider approval of the preliminary plat for The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at K.T.&I. Co., Block 17, Lot PT2, 3, PT7, also known as Wildwood Trail Subdivision. (Planning & Development Services Director).
2. Public hearing to consider approval of the final plat for The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at K.T.&I. Co., Block 17, Lot PT2, 3, PT7, also known as Wildwood Trail Subdivision. (Planning & Development Services Director).

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

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

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

#### **V.**

##### **Consent Agenda**

##### **Notice to the Public**

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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 General Fund budget to accept and expend a donation to the L.E.Ramey Golf Course. (Finance Director).
2. Motion to approve final passage of an ordinance amending Chapter VII, Article 8, Traffic Control Devices, providing for the installation of seven stop signs in the Wildwood Trail Subdivision. (City Engineer/Public Works Director).
3. Motion to approve final passage of an ordinance amending the Chapter V-Public Works, to adopt Article 7- R.O.W. Cuts and Excavations, providing regulations for right-of-way cuts and excavations. (City Engineer/Public Works Director).
4. Motion to approve the appointment of Brian Coufal to the Planning & Zoning Commission for a three-year term. (Planning & Development Services Director).
5. Motion to approve a resolution authorizing the City of Kingsville to continue participation in the Texas Main Street Program, authorizing the Mayor to execute the Texas Main Street Locally Designated Program 2016 Contract, and designating Downtown Manager Cynthia Martin as the Main Street Program Manager for the City of Kingsville to coordinate program activities. (Downtown Manager).
6. Motion to approve resolution authorizing participation in the 13<sup>th</sup> Annual Ride on the Wild Side Charity Bike Ride to be held on April 30, 2016 and authorizing the City Manager to execute an Indemnity Agreement with King Ranch for said event. (City Attorney).

## **REGULAR AGENDA**

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

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

7. Consider a resolution authorizing the City Manager to enter into a contract for professional services between the City of Kingsville, Texas and LNV, Inc. for Engineering Services for water systems improvements project TxCDBG #7215270, (RFQ 16-03). (Purchasing & Technology Director).
8. Consider a resolution authorizing the City Manager to enter into a Grant Administration Services Agreement between the City of Kingsville, Texas and GrantWorks, Inc. (for TXCDBG #7215270), (RFP 16-02). (Purchasing & Technology Director).
9. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Utility Fund budget for chemicals and engineering services to evaluate effluent copper limitations at the north waste water treatment plant. (Finance Director).
10. Consider a resolution authorizing publication of notice of intention to issue certificates of obligation. (Finance Director).
11. Consider a resolution declaring intention to reimburse certain expenditures (with borrowing proceeds). (Finance Director).
12. Consider approval of preliminary plat for The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at K.T.&I. Co., Block 17, Lot PT2, 3, PT7, also known as Wildwood Trail Subdivision. (Planning & Development Services Director).
13. Consider approval of final plat for The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at K.T.&I. Co., Block 17, Lot PT2, 3, PT7, also known as Wildwood Trail Subdivision. (Planning & Development Services Director).
14. Consider a resolution authorizing enforcement of Texas Penal Code Section 46.035(c). (City Attorney).
15. Executive Session pursuant to Section 551.072, Texas Open Meetings Act: The City Commission shall convene in Executive Session to discuss the purchase, exchange, lease, or value of real property as deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party. (City Manager).
16. Consider authorizing staff to negotiate potential lease or purchase of real property. (City Manager).

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

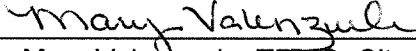
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

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

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

January 7, 2016 at 4:00 P.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)**

**DECEMBER 14, 2015**

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, DECEMBER 14, 2015 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 5:30 P.M.**

**CITY COMMISSION PRESENT:**

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

**CITY STAFF PRESENT:**

Jesús Garza, City Manager  
Mary Valenzuela, City Secretary  
Jim DeVisser, Interim Fire Chief  
Tom Ginter, Director of Planning & Development Services  
Deborah Balli, Finance Director  
Courtney Alvarez, City Attorney  
Diana Gonzales, Human Resources Director  
Charlie Cardenas, Public Works Director/Engineer  
Susan Ivy, Parks Manager  
Emilio Garcia, Health Director  
Robert Rodriguez, Library Director  
David Mason, Purchasing Director  
Ricardo Torres, Police Chief  
Willie Vera, Task Force Commander  
Melissa Perez, Risk Manager  
Tony Verdin, Systems Specialist  
Luke Stevens, Sanitation Supervisor  
Bill Donnell, Assistant Public Works Director  
Art Perez, Garage Supervisor  
Jimmy Saenz, Golf Course Manager  
Leo Alarcon, Tourism Director  
Frank Garcia, Wastewater Supervisor  
Cynthia Martin, Downtown Manager

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate called the meeting to order in the Robert H. Alcorn Commission Chamber at 5:32 p.m. and announced quorum with four Commission members present.

Mayor Fugate asked that if there were no objections, he would like to get the preliminary proceedings of the meeting done first, prior to going into the workshop. No objections were made.

Mr. Garza, City Manager made a presentation to the City Commission on the 2016 Certificates of Obligation Project Recommendation. Garza stated that the financial advisor performed a capacity analysis in July and are currently working on a second one just to make sure that the City has the best numbers possible. The capacity analysis shows \$5.79 million in Certificates of Obligations with additional capacity in 8 years. Garza further stated that while working on the list of projects, there were some priorities that were outlined such as Parks & Recreation, Streets, and Downtown Revitalization. He further stated that of other importance is Public Safety,

previously discussed projects, and employees (equipment and working conditions). Mr. Garza at this time went on to discuss each project listed on his list; allocated for Parks & Recreation is \$2.1 million. Some of these funds will be expended on redoing the road within the park, utilities, and add a jogging/walking lane parallel to existing road and parking areas at Dick Kleberg Park; \$250,000 for additional park parking lots at Brookshire Pool, and neighborhood parks; \$25,000 for pier enhancements such as replace support beams and rotted wood; \$300,000 on a skate park; \$250,000 on a splash pad; \$150,000 for Brookshire pool renovations; \$125,000 on office/community building improvements; \$25,000 on equipment barn and canopy maintenance.

Downtown revitalization will cost around \$1,000,000. Internally it has been discussed about developing a downtown plan. This downtown plan will help us identify a potential phase 1 in the next 3-5 years.

Mr. Garza stated that existing plans for the new City Hall shows the Utility Department moving into the Cottage Building, he is recommending not to move the Utility Department into the Cottage Building. Garza stated that currently with the Utility Department and Municipal Court being housed at the current City Hall, it brings in about 6,000 visitors to the main downtown area on a monthly basis. He further stated that this is a large amount of individuals that will be displaced from the downtown area, when the city is trying to revitalize the downtown area. He continued to state that it is yet to be determined on how to utilize the Cottage Building, there is a lot of ideas that are floating internally such as a customer service center to potentially having a police substation. It is still yet to be determined as to how to utilize this building. Of the \$800,000 allocated for the Cottage Building, \$600,000 will be used for the remodel of the Cottage Building as well as parking and \$200,000 will be used for landscaping. It is being recommended that \$560,000 be used for Public Works. Of this money, \$75,000 is for roof replacement at the current warehouse. They need to replace a brush truck and purchase 3 replacement beds for \$180,000. Currently the Landfill only has one brush box burner which is underground but with TCEQ Guidelines, the box burner must be 300 feet away from the boundaries of the landfill and by getting an above burner, it can be placed pretty much anywhere. Garza continued to state that the City currently has one pro-patcher, however it is being recommended to purchase a second one which will improve on pothole responses. Garza continued and stated that for the Kingsville Police Department and Fire Department, he is recommending \$500,000; \$125,000 will be used for radio communication equipment for the Fire Department and software upgrades for the Volunteer Fire Department. As the Volunteer Fire Department has been updating their radio equipment in the past few years, it will make it easier to adapt to the new system. Fire Station 1 improvements it is been allocated \$175,000 for roof and window replacement, exterior improvements, restrooms enhancements. Ambulance and EMS Equipment it is being allocated \$200,000 for the replacement of 1 ambulance; additional ambulances to be replaced via grants within the next 2 to 5 years. Allocated for the Police Department is \$500,000 which will replace their entire communication system which will be paid for by both the Police Department and Task Force.

Commissioner Leubert asked if this means that the Task Force, Police Department, and Fire Department will all be on the same wave length. Mr. Garza responded that they will all be on the same wave length, but staff is also working on consolidating dispatch.

Mr. Garza continued with his presentation. The Golf Course is being allocated \$250,000 of this amount \$125,000 will be used to improve the driving range, add synthetic green, and add/repair electrical/lighting. In Course Improvements it is being allocated \$85,000 for greens and fairways; \$20,000 for interior enhancements such as kitchen space, counter space, and seating area; \$20,000 for entrance enhancements. For the Health Department it is being allocated \$25,000 for roof replacement and add porch on backside. The Library is being allocated \$7,500 for Maker's Zone and staff breakroom.

Mr. Garza stated that the timeline for this project, assuming no major changes, publication to issue bonds and preliminary official statement would be done in January. Bond rating and sell bonds in February. In March, delivery of bond proceeds.

Commissioner Pena asked if the dollars amounts are estimates or actual costs. Mr. Garza responded that 90% are actual cost.

Commissioner Garcia asked that within the Parks & Recreation, did staff consider an architect or planner to tackle the entire park system in a phase type. Mr. Garza responded that staff has discussed in identifying funds to go through a master planning process to help identify the location for some of the recommended projects. Garcia asked if there is a masterplan in place at this time, as it would be needed to apply for any grants. Mr. Garza stated that there is an existing masterplan that the County had prior, which will allow the Parks to apply for grants.

Mrs. Susan Ivy, Parks & Recreation Manager stated that there is a masterplan in place, but needs to be updated as it's been in place since 2007.

Commissioner Leubert commented that one thing she did not see on project recommendation, is building a new building next to the Kingsville Police Department to house Municipal Court.

Mr. Garza responded that staff has looked into the cost of a new building, but was not affordable. The cost that staff received was about \$200 sqft for a 5,000 square foot building. Garza further stated that more importantly is vacating the existing building without knowing what is going to be done with the existing building. By vacating the existing building, the city would be adding to the vacant building problem within the downtown area. Garza stated that he would like to see the Visitor's Center to be moved into the old City Hall building as it is not part of Tourism.

Mayor Fugate asked since there is no money allocated for the J.K. Northway Coliseum, what is the plan for this building.

Mr. Garza responded that staff looked into where the money was needed the most. Some of the projects that were submitted were major street improvements which would cost about \$1 million dollars. J.K. Northway needed new bleachers and a whole lot of other repairs, but these are two things that staff has already established mechanisms to explore funding in the future. It is being proposed to move the J.K. Northway under the Tourism Department. By doing this, it will fall under the Hotel/Motel funds which will allow staff to explore another revenue bond and pay that debt from Hotel/Motel funds.

## **REGULAR MEETING RESUMES**

### **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) – Required by Law**

Regular Meeting – November 23, 2015

Mayor Fugate called for a motion to approve the minutes of November 23, 2015.

**Motion made by Commissioner Pena to approve the minutes of November 23, 2015 as presented, seconded by Commissioner Pecos. The motion was passed and approved by the following vote Garcia, Leubert, Pecos, Pena, Fugate voting "FOR".**

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

1. Public Hearing for alcohol variance for a Wine & Beer Retailer's Permit for the establishment known as Pizza Hut, located at 1330 S. 14<sup>th</sup> Street. (Planning & Development Services Director).

Mayor Fugate announced and opened this public hearing at 6:10 p.m.

Mr. Tom Ginter, Planning & Development Services Director reported that the Pizza Hut located at 1330 S. 14<sup>th</sup> Street is requesting an alcohol variance for a Wine and Beer Retailer's Permit due to ownership change. This location is within 1,000 foot boundary of a registered daycare, church and a public school. All required notices have been sent to the property owners within the 300 foot boundary. A public hearing notice was published in the Kingsville Record on November 18, 2015. Staff has not received any negative feedback from the property owners that were noticed.

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

No comments were made. Mayor Fugate closed this public hearing at 6:11 p.m.

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

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

Mr. Ginter commented that the new City Hall committee met last week and had an opportunity to speak with Mr. Nathan regarding a move in date. Due to some decisions made regarding materials, the move in date has been delayed to late February.

Mr. Garza commented that the Finance Staff has been working on putting together comprehensive budget document which was submitted to the Government Financial Officer's Association for consideration for a budget award. Staff will be notified within the next three months if the City of Kingsville has met their criteria to receive this award. Garza further commented that the staff reports that the Commission had been receiving in the past will be revamped and will be done on a month basis. The new staff report will be sent out in February with January information.

Mrs. Susan Ivy announced the community events that will be available to the public after the Christmas holiday.

Mrs. Courtney Alvarez, City Attorney, reported that the Task Force will be hosting its Shop With a Cop today and Wednesday, December 16<sup>th</sup>. Alvarez further stated that the next City Commission is scheduled for Monday, January 11, 2016 with a deadline to

submit agenda items on December 31<sup>st</sup>. She further mentioned dates that City Hall will be closed during the Christmas and New Year Holidays.

Commissioner Leubert announced that the Farmer's Market has been moved to Saturday, December 19<sup>th</sup>.

Commissioner Pena thanked staff for their hard work during safety week and in preparation of the Safety Week Banquet.

Mayor Fugate and Commissioner Leubert presented a Because you Care Award to Dr. Weimin Xi.

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

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

No public comments made.

#### **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)*

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

**1. Motion to approve final passage of an ordinance changing the zoning map in reference to Lots 22-24, Block 8, Vista Alegre, known as 1304 E. Kenedy from R2-Two Family District to C2-Retail District, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Planning & Development Services Director).**

**2. Motion to approve the re-appointment of Nick Harrel to the Civil Service Commission for a three-year term. (Human Resources Director).**

**3. Motion to approve alcohol variance for a Wine & Beer Retailer's Permit for the establishment known as Pizza Hut, located at 1330. S. 14<sup>th</sup> Street, due to name change. (Planning & Development Services Director).**

**4. Motion to approve out-of-state travel for City Commission and staff to attend the National League of Cities 2016 Congressional City Conference in Washington, D.C. on March 5-9, 2016. (City Manager).**

**5. Motion to approve a resolution authorizing the City Manager to enter into an Extension of Memorandum of Understanding between the Kingsville Fire**

**REGULAR AGENDA**

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

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

**6. Consider a resolution authorizing the Mayor to enter into an Interlocal Agreement between Kleberg County and the City of Kingsville for construction of paving services related to the TxDOT TIF Grant roads. (City Engineer/Public Works Director).**

Mr. Charlie Cardenas, City Engineer/Public Works Director, stated Kleberg County has received a Transportation Infrastructure Fund (TIF) grant from the State of Texas. Using these funds, Kleberg County would like to enter into an agreement where the County would supply the materials and the City of Kingsville will place the roadway surface. The roadways in question are County Road 1038 (Young Drive) from the city limits to FM 1355. The city is currently completing Young Drive from Sage Road to the city limits. Another road is County Road 2130 from County Road 2619 and County Road 1065 in front of the City's landfill. The estimated cost in materials that would be supplied by Kleberg County is \$22,790. The estimated labor and equipment cost supplied by the City of Kingsville is \$18,627.

**Motion made by Commissioner Garcia to approve this resolution, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pecos, Pena, Garcia, Leubert, Fugate voting "FOR".**

**7. Consider appointing a member to the Joint Airport Zoning Board. (Planning & Development Services Director).**

**Motion made by Mayor Fugate to appoint Mr. Frank Baumann, Jr. to the Joint Airport Zoning Board, seconded by Commissioner Garcia. Motion was passed and approved by the following vote: Pena, Garcia, Leubert, Pecos, Fugate voting "FOR".**

**8. Consider award for Engineering Services (RFQ 16-03) for the Texas Department of Agriculture Community Development Block Grant, for contract negotiation and approval as per staff recommendation. (Purchasing & Technology Director).**

Mr. Mason reported is for Engineering Services related to engineering design for the Texas Department of Agriculture Community Development Block Grant. The grant is for replacement of 3,100 linear feet of 8" water line, hydrants, and service connections along Armstrong Street from Kenedy Avenue to Caesar Avenue. The grant must be managed by a TDA approved firm of which both respondents meet that requirement. The RFQ Review Committee consisted of Jesús Garza, City Manager; Charlie Cardenas, City Engineer/Public Works Director; Deborah Balli, Finance Director; Tom Ginter, Director of Development Services with David Mason, Purchasing Director/IT Director serving as a non-voting facilitator. The award will expend \$10,000 of the \$60,000 of the matching funds provided by the City of Kingsville for this grant. The other \$50,000 in matching funds will be used for other items during the construction phase. Staff recommends the award of RFQ 16-03 Engineering Services for the TDA CDBG grant be awarded to LNV Engineering, the most highly qualified provider based on demonstrated competence and qualifications. Staff will negotiate a contract for a fair and reasonable price not to exceed the allotted amount. If these negotiations fail, staff will begin negotiating with the next choice.

**Motion made by Commissioner Garcia to approve award for Engineering Services for contract negotiation to LNV Engineering, seconded by Commissioner Pecos and Commissioner Leubert. The motion was passed and approved by the following vote: Garcia, Leubert, Pecos, Pena, Fugate voting "FOR".**

**9. Consider award for Professional Services (RFP 16-02) for the Texas of Agriculture Community Development Block Grant, for contract negotiation and approval as per staff recommendation. (Purchasing & Technology Director).**

Mr. Mason reported that committee members have performed their evaluations. This item does not expend the City's budgeted funds. While the City is providing matching funds of \$60,000 for this grant, the \$33,000 for grant management services will be paid from the awarded grants funds. It is recommended the award for RFP 16-02, Professional Services for management to the TDA CDBG grant be awarded to GrantWorks, of Austin, TX.

**Motion made by Commissioner Garcia to award for Professional Services for contract negotiation to GrantWorks of Austin, TX, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Leubert, Pecos, Pena, Garcia, Fugate voting "FOR".**

**10. Consider authorizing the purchase of a modular building for use as the Kingsville Visitors Center via BuyBoard, as per staff recommendation. (Purchasing & Technology Director).**

Mr. Mason stated that this item authorizes the purchase of a modular building for use as the Kingsville Visitor's Center. As the new backage road associated with I-69 will necessitate the relocation of the Kingsville Visitor's Center, a new building is being purchased and placed along the I-69 access road at Klare Estaes, which is at the south east corner of the northbound I-69 access road where it intersects with King Avenue. The recommendation is for a Mobile Modular Office Maker DW 24x64 TX. The purchase price of the building is \$67,580 with delivery and setup at \$12,230. This item can be purchased through BuyBoard, thereby satisfying state purchasing law regarding competitive bidding regulations. The purchase total price is \$79,810.

Commissioner Leubert asked if the City of Kingsville currently has an ordinance regarding modular buildings.

Mrs. Alvarez responded yes, but could not recall if it was limited to residential only but will check into the ordinance.

Commissioner Leubert asked for staff to look into landscaping the area around the modular building to make it more attractive.

Commissioner Garcia asked if the State will be purchasing the property that is being vacated.

Mayor Fugate and Mr. Garza both responded no. Mr. Garza stated that there will be a portion of the property that will belong to the City which is the portion where the existing sign stands.

**Motion made by Commissioner Pena to approve this purchase, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Pecos, Pena, Garcia, Leubert, Fugate voting "FOR".**

**11. Consider accepting monetary donation for the Golf Course for fertilizer. (Golf Course Manager).**

Mr. Jimmy Saenz, Golf Course Manager reported that this donation is from the Kingsville Golf Association for the purchase fertilizer.



Motion made by Commissioner Garcia and Commissioner Pecos to accept this donation, seconded by Commission Pecos. The motion was passed and approved by the following vote: Garcia, Leubert, Pecos, Pena, Fugate voting "FOR".

**12. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 General Fund budget to accept and expend a donation to the L.E.Ramey Golf Course. (Finance Director).**

Introduction item.

**13. Consider introduction of an ordinance amending Chapter VII, Article 8, Traffic Control Devices, providing for the installation of seven stop signs in the Wildwood Trail Subdivision. (City Engineer/Public Works Director).**

Introduction item.

**14. Consider introduction of an ordinance amending the Chapter V, Public Works, to adopt Article 7- R.O.W. Cuts and Excavations, providing regulations for right-of-way cuts and excavations. (City Engineer/Public Works Director).**

Mr. Cardenas reported that in effort to improve the quality of life, the City of Kingsville has taken steps in improving the ride quality of our streets utilizing full depth road construction and creating a street maintenance program. To help extend the longevity of the local street within the city limits, the proposed utility excavation and street cutting ordinance will prevent unauthorized digging and trenching. The proposed ordinance will provide specifications and accountability for repairs to our city streets when an entity is authorized to excavate to develop, install and maintain a utility. All excavating will require a cut and excavation permit from the permitting section of the Planning and Development Services Department. Excavations and cutting inspections will be conducted by the Street Division of the Public Works Department.

Introduction item.

## **VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 6:50 p.m.

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Sam R. Fugate, Mayor

**ATTEST:**

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Mary Valenzuela, TRMC, City Secretary

# **PUBLIC HEARING(S)**

# **PUBLIC HEARING #1**

**City of Kingsville**  
**Planning and Development Services**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: December 31, 2015

SUBJECT: Public Hearing for the preliminary plat Zarsky Development Company owner, Melden & Hunt, Inc. The Park at Wildwood Trail Phase II

---

**Summary:**

Public Hearing item for the City Commission concerning the preliminary plat for phase II of The Park at Wildwood Trail, pertaining to Zarsky Development Company owner, Melden & Hunt plat includes 63 lots, 13.423 acres located at KT & I Co Block 17, Lot PT2, 3, PT Acres 19.786

**Background:**

At the November meeting of the Planning and Zoning Commission this item was tabled due to there not being a document for each plat approval (a preliminary and a final). Consequently the agenda item was placed on the December 16<sup>th</sup> agenda for the Planning and Zoning Commission. Both plat documents were supplied by Melden and Hunt the engineer for the project for review by the Planning and Zoning Commission. While there was no issue with the plats, the software used by the engineering firm incorrectly calculated the lot lines. Because this is a correctable error and there were no other issues, the Planning and Zoning Commission approved the plats on the condition that the Chair of the Commission Steve Zamora reviewed the corrected documents prior to it being placed on the city commission agenda. Attached are the minutes of the December 16<sup>th</sup> meeting which reflect the wishes of the planning and zoning commission. Also attached is a memo from me informing the commission members that the plat documents were corrected on December 22<sup>nd</sup> and ready to go for the January 11<sup>th</sup> city commission agenda.

**Financial Impact:**



**City of Kingsville**  
**Planning and Development Services**

Minimal impact on the City expenditure side but a very positive one on the City revenue side.

**Recommendation:**

Approve the preliminary plat of The Park at Wildwood Trail Phase II.



CITY OF KINGSVILLE PLANNING  
AND ZONING DIVISION MASTER  
APPLICATION

**PROPERTY INFORMATION: (Please PRINT or TYPE)**

Project Address \_\_\_\_\_ Nearest Intersection Carlos Truan Blvd.  
(Proposed) Subdivision Name WILDWOOD TRAIL Lot \_\_\_\_\_ Block \_\_\_\_\_  
Legal Description: SEE ATTACHED  
Existing Zoning Designation R1-Single Family District Future Land Use Plan Designation R1-Single Family District

**OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)**

Applicant/Authorized Agent Melden & Hunt, Inc. Phone (956) 381-0981 FAX (956) 381-1839  
Email Address (for project correspondence only): f.kurth@meldenandhunt.com  
Mailing Address 115 W. McIntyre St. City Edinburg State TX Zip 78541  
Zarsky Development Company Phone (956) 686-5403 FAX (956) 686-3513  
Property Owner \_\_\_\_\_  
Email Address (for project correspondence only): psteffy@zarsky.com  
Mailing Address P.O. Box 248 City McAllen State TX Zip 78506

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

<input type="checkbox"/> Annexation Request	No Fee	<input checked="" type="checkbox"/> Preliminary Plat	Fee Varies
<input type="checkbox"/> Administrative Appeal (ZBA)	\$250.00	<input checked="" type="checkbox"/> Final Plat	Fee Varies
<input type="checkbox"/> Comp. Plan Amendment Request	\$250.00	<input type="checkbox"/> Minor Plat	\$100.00
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<input type="checkbox"/> SUP Request/Renewal	\$250.00	<input type="checkbox"/> Plat Development	\$50.00
<input type="checkbox"/> Zoning Variance Request (ZBA)	\$250.00	<input type="checkbox"/> Plat	\$100.00
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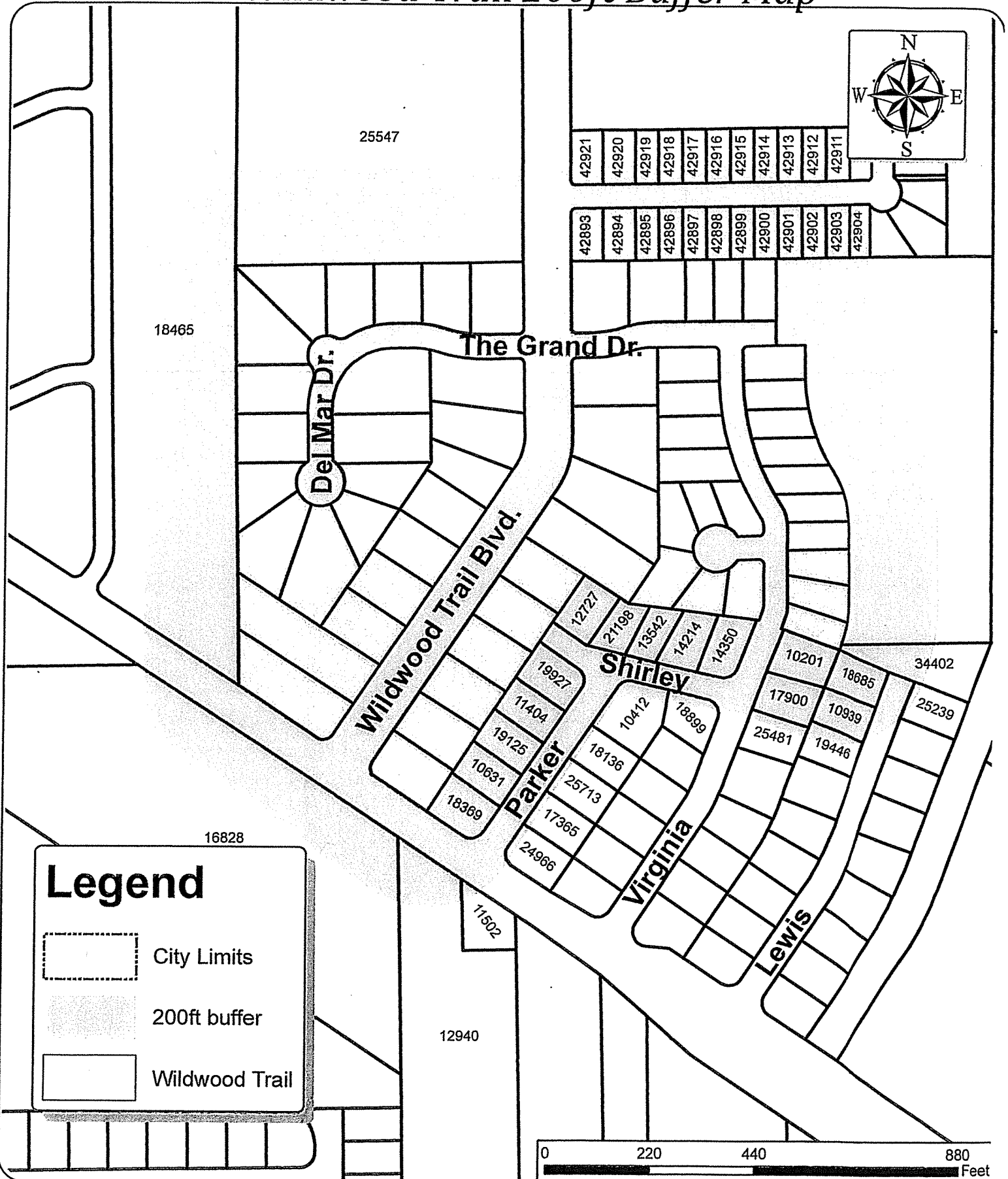
Please provide a basic description of the proposed project:

- ① The Estates at Wildwood Trail Phase II - 25 lots - 6.751 acres  
② The Park at Wildwood Trail Phase II - 63 lots - 13.423 acres  
plus 4 lots  
for common area

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

Applicant's Signature [Signature] Date: 8/24/15  
Property Owner's Signature [Signature] Date: 8/24/15  
Accepted by: Alecia Barkner Date: 8/31/15

# Wildwood Trail 200ft Buffer Map



Document Path: \\SAM\Engineering and Public Works\Engineering\GIS Techs\MAPS\MAP\_DOCUMENTS\Arc\_City\_Address\_Assign\_Map\_8.5x11.mxd

Drawn By:  
Engineering Department

DISCLAIMER  
THIS MAP IS FOR VISUAL PURPOSES ONLY.  
THE INFORMATION ON THIS SHEET MAY  
CONTAIN INACCURACIES OR ERRORS.



CITY OF KINGSVILLE  
ENGINEERING DEPARTMENT

ROYVE BUILDERS LLC  
917 PEREGRINE DR  
EDINBURG, TX 78542  
#42920

HBC HOLDING LTD  
PO BOX 4900  
SCOTTSDALE, AZ 85261  
#18465

KINGSVILLE AREA INDUSTRIAL  
635 E KING  
KINGSVILLE, TX 78363  
#34402

STIEFER JASON CLAYTON  
1506 LEWIS ST  
KINGSVILLE, TX 78363  
#25239

RAUCH WILLIAM B  
1505 LEWIS ST  
KINGSVILLE, TX 78363  
#18685

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P O BOX 165  
MOORE, TX 78057  
#10412

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LOPEZ HECTOR L  
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#25713

MEDRANO GENARO L  
1514 PARKER ST  
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#17365

ESBERTO MARIA C S  
PO BOX 8249  
LA PUENTE, CA 91748  
#24966

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CANN EDWIN  
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PO BOX 1069  
KINGSVILLE, TX 78364  
#14714

PEREZ JOSEPH L  
1624 SHIRLEY ST  
KINGSVILLE, TX 78363  
#14250



## **PUBLIC HEARING NOTICE**

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 16, 2015 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

**Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of preliminary and final plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**

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

## **PUBLIC HEARING NOTICE**

The City Commission of the City of Kingsville will hold a Public Hearing Monday, January 11, 2016 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

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*November 26, 2015*

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES  
December 16, 2015**

**Planning and Zoning Members Present**

Steve Zamora, Chairman  
Bill Aldrich  
Lupe Alvarez  
Ramon Perez  
Mike Klepac  
Robert McCreight  
Debbie Tiffie

**Citizens Present**

Mark Dizdar

**Staff Present**

Tom Ginter, Director of Planning & Development Services  
Adela Barrientes, Administrative Assistant II  
Jesus Garza, City Manager

**Base Representative**

1. **The meeting was called to order at 6:00 p.m.**
2. **Discuss and take action on the meeting minutes of November 18, 2015.**  
Robert McCreight made a motion to approve the minutes as presented. Lupe Alvarez second. Seven in favor none opposed.
3. **Miscellaneous/Public Comments on or off the agenda.** - none
4. **Old Business/Postponements.** – none
5. **Public Hearing regarding the request from Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the preliminary plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**  
No comments.
6. **Discuss and Consider Action pertaining to the request to Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the preliminary plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**

Tom Ginter stated to the board that at the last meeting in November city staff mailed the commission members copies of the preliminary and final plats for them to review for December's P&Z meeting. Mr. Ginter further stated that he recommends approval for the preliminary and final plats and they meet the cities platting requirements. Steve Zamora asked why the measurements are off and why the plats were submitted that way. Mr. Ginter suggested that the commission make a motion to approve pending correction on the measurements from Melden and Hunt before the plats are presented before the City Commission. Jesus Garza asked if this item had been considered before and tabled. Mr. Zamora replied yes it was considered and tabled because the commission only received 81/2X14 copies. Mr. Ginter replied that was two months ago, in November's P&Z package the plats were in there. Mike Klepac stated that was posted dated November 13, 2015. Mr. Zamora stated that he never got the package, adding that the package was mailed on a Friday and he received it ten days later so he never got that package before the scheduled November's meeting. Mr. Garza asked how this was not noticed before, because this issue could have been resolved prior to today's meeting. Lupe Alvarez stated that the commission was looking at the preliminary and flat plats but both plats had the wording preliminary on them so the commission just focused on that and not the details of the plats. Mr. Garza asked who reviews the plats internally. Mr. Ginter replied engineering. Mr. Zamora stated that he does not have a problem with approving the plats as long as the numbers are corrected, adding that there is a lot corrections that need to be made. Discussion was held on the best way to correct the mistakes and have the plats presented before the City Commission on January 11, 2016. Mr. Garza suggested three options to the commission 1) approving the plat contingent upon the corrections, 2) to appoint one person from the group as a representative to be able to sign off on it once it is corrected this will eliminate having to host a special meeting before January 11, 2016, 3) or meet again in early January before the City Commission meeting. Mr. Perez asked if that would violate anything. Mr. Ginter replied it would not violate any rules or laws. Mr. Perez asked if these plats were reviewed by our engineering department, adding that by the time plats are presented to this commission they should be reviewed and approved by city staff. Mr. Ginter replied yes. Mr. Garza stated that he would like for the city to be a development friendly community and when stuff like this happens this is not consist with that, adding that the role of this commission is not to have to flip through every single page, review every wording or add the numbers, the role of this commission is much more broader than the specifics. Mr. Garza further stated that if there are any major alarming issues with these plats we will postpone presenting them before the City Commission because city staff will not present something to the City Commission that is incorrect. Debbie Tiffie made a motion to approve the preliminary plat be corrected by Melden and Hunt before the January 11<sup>th</sup> City Commission meeting and for it to be presented to Steve Zamora for final approval. Mike Klepac second. Seven in favor none opposed.

7. **Public Hearing regarding the request from Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the final plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**  
No public comments.

**8. Discuss and Consider Action regarding the request from Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the final plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**

Mr. Aldrich made a motion to approve the final plat be corrected by Melden and Hunt before the January 11<sup>th</sup> City Commission meeting and for it to be presented to Steve Zamora for final approval. Mike Klepac second. Seven in favor none opposed.

**9. Discuss and Consider Action pertaining to changes in the code of ordinances Appendix B, Space Requirements, and Section 1.**

Mr. Ginter stated that this is the last suggestion by Jeri Morey on the codes. Mr. Ginter referred the board to the document with the red wording on it "When homes on both sides of a common lot line have first floors raised at least 12" above the natural grade, fence height between those properties may be 7 ft., to minimize one home's occupant's view of the other home's yard and interior rooms", adding that Mrs. Morey's suggestion was to add this wording to Appendix B, Space Requirements. Debbie Tiffie made a motion not to make changes to this code. Mike Klepac second. Seven in favor none opposed.

**10. Miscellaneous**

Mr. Ginter informed the commission that Mario Garcia has resigned because he is now a city employee.

Mr. Ginter distributed paperwork on "Yikes, There's a Tourist in Town".

Mr. Alvarez asked if the city has an ordinance to have sidewalks on King Street. Mr. Ginter replied no. Mr. Alvarez stated that five years ago when he completed his business on King Street the city required him to add a sidewalk. Mr. Gaza stated that the city has a new ordinance that requires adding sidewalks on new developments. Discussion was held on whether there is an ordinance regarding sidewalks. Mr. Alvarez stated that he likes the idea of sidewalks because it beautifies the City of Kingsville. Mr. Alvarez would like for city staff to look into this and if there is not an ordinance to consider making one. Mr. Garza stated that we cannot require someone to add a sidewalk if it's an existing business, but if it's a new development we can.

Mrs. Toffee asked if there is a height restriction on wind generators. Mr. Zamora stated that the P&Z had addressed wind generators in the past, but was not sure if the City Commission did anything with it. Mr. Ginter will follow-up on this.

**11. Adjournment**

Meeting adjourned at 6:37 p.m.

To: Planning and Zoning Commission Members

From: Tom Ginter, Director of Planning and Development Services

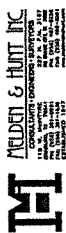
492

Date: December 22, 2015

Subject: Review of Preliminary and Final Plats for The Park – Wildwood Trail

Chair Steve Zamora came by my office on Monday, December 21, 2015 to review the corrected preliminary and final plats for this project. One lot was found that still needed to be corrected. I called the engineer for the project and told him that. Steve and I agreed that once that one lot was corrected we could move ahead. The corrected preliminary and final plats were delivered to my office, Tuesday December 22<sup>nd</sup>. Everything has been corrected so we are good to go for the January 11<sup>th</sup>, city commission agenda.

If you have any questions, please feel free to ask.



# **PUBLIC HEARING #2**



**City of Kingsville**  
**Planning and Development Services**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: December 31, 2015

SUBJECT: Public Hearing for the final plat Zarsky Development Company owner, Melden & Hunt, Inc. The Park at Wildwood Trail Phase II

---

**Summary:**

Public Hearing item for the City Commission concerning the preliminary plat for phase II of The Park at Wildwood Trail, pertaining to Zarsky Development Company owner, Melden & Hunt plat includes 63 lots, 13.423 acres located at KT & I Co Block 17, Lot PT2, 3, PT Acres 19.786

**Background:**

At the November meeting of the Planning and Zoning Commission this item was tabled due to there not being a document for each plat approval (a preliminary and a final). Consequently the agenda item was placed on the December 16<sup>th</sup> agenda for the Planning and Zoning Commission. Both plat documents were supplied by Melden and Hunt the engineer for the project for review by the Planning and Zoning Commission. While there was no issue with the plats, the software used by the engineering firm incorrectly calculated the lot lines. Because this is a correctable error and there were no other issues, the Planning and Zoning Commission approved the plats on the condition that the Chair of the Commission Steve Zamora reviewed the corrected documents prior to it being placed on the city commission agenda. Attached are the minutes of the December 16<sup>th</sup> meeting which reflect the wishes of the planning and zoning commission. Also attached is a memo from me informing the commission members that the plat documents were corrected on December 22<sup>nd</sup> and ready to go for the January 11<sup>th</sup> city commission agenda.

**Financial Impact:**





**City of Kingsville**  
**Planning and Development Services**

Minimal impact on the City expenditure side but a very positive one on the City revenue side.

**Recommendation:**

Approve the preliminary plat of The Park at Wildwood Trail Phase II.



CITY OF KINGSVILLE PLANNING  
AND ZONING DIVISION MASTER  
APPLICATION

**PROPERTY INFORMATION: (Please PRINT or TYPE)**

Project Address \_\_\_\_\_ Nearest Intersection Carlos Truan Blvd.  
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 Legal Description: SEE ATTACHED  
 Existing Zoning Designation R1-Single Family District Future Land Use Plan Designation R1-Single Family District

**OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)**

Applicant/Authorized Agent Melden & Hunt, Inc. Phone (956) 381-0981 FAX (956) 381-1839  
 Email Address (for project correspondence only): fkurth@meldenandhunt.com  
 Mailing Address 115 W. McIntyre St. City Edinburg State TX Zip 78541  
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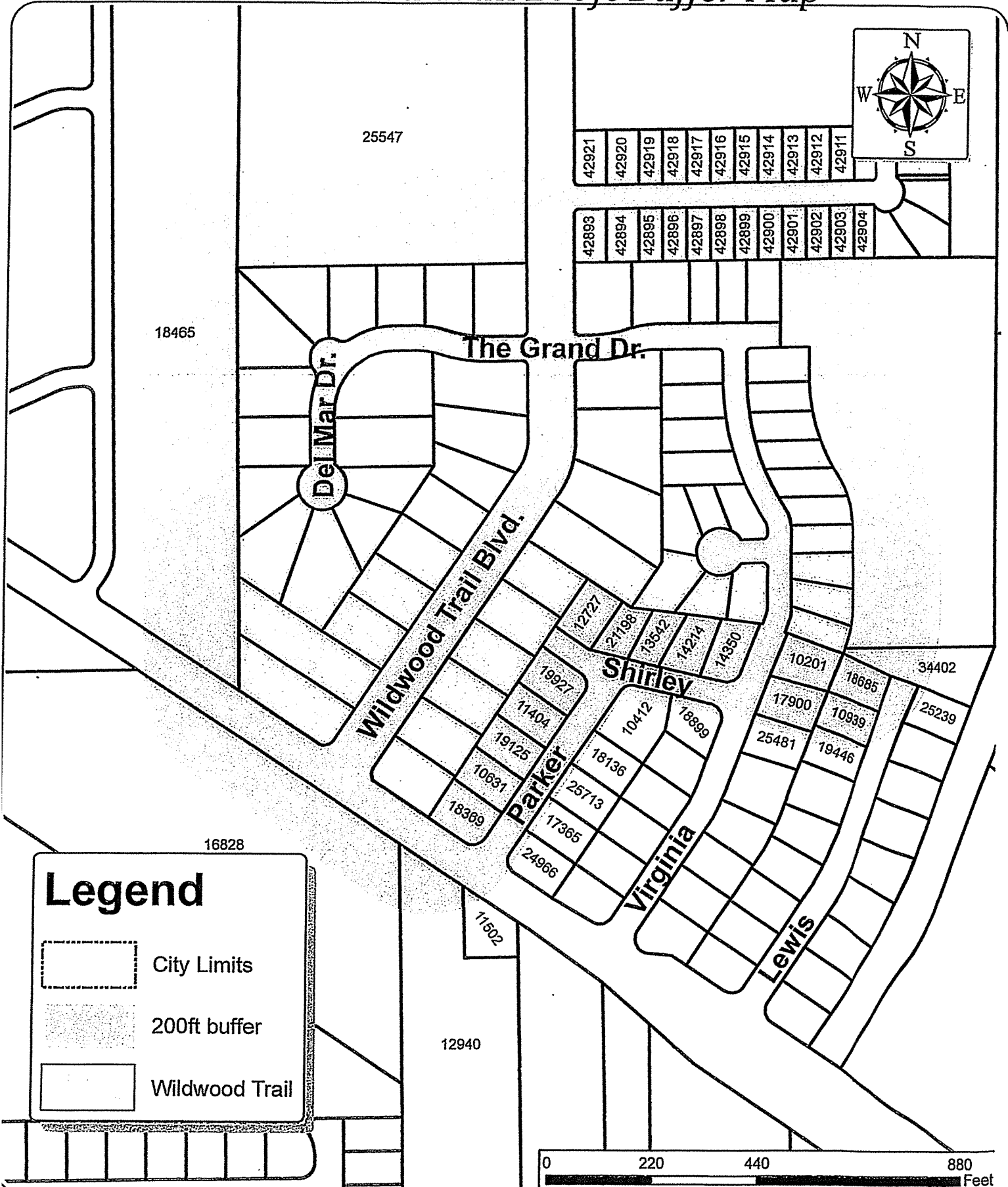
Please provide a basic description of the proposed project:

① The Estates at Wildwood Trail Phase II - 25 lots - 6.751 acres  
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 plus 4 lots  
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Applicant's Signature [Signature] Date: 8/24/15  
 Property Owner's Signature [Signature] Date: 8/24/15  
 Accepted by: Adela Barrientos Date: 8/31/15

# Wildwood Trail 200ft Buffer Map



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*November 20, 2015*

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES  
December 16, 2015**

**Planning and Zoning Members Present**

Steve Zamora, Chairman  
Bill Aldrich  
Lupe Alvarez  
Ramon Perez  
Mike Klepac  
Robert McCreight  
Debbie Tiffie

**Citizens Present**

Mark Dizdar

**Staff Present**

Tom Ginter, Director of Planning & Development Services  
Adela Barrientes, Administrative Assistant II  
Jesus Garza, City Manager

**Base Representative**

1. **The meeting was called to order at 6:00 p.m.**
2. **Discuss and take action on the meeting minutes of November 18, 2015.**  
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3. **Miscellaneous/Public Comments on or off the agenda.** - none
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5. **Public Hearing regarding the request from Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the preliminary plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**  
No comments.
6. **Discuss and Consider Action pertaining to the request to Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the preliminary plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**

Tom Ginter stated to the board that at the last meeting in November city staff mailed the commission members copies of the preliminary and final plats for them to review for December's P&Z meeting. Mr. Ginter further stated that he recommends approval for the preliminary and final plats and they meet the cities platting requirements. Steve Zamora asked why the measurements are off and why the plats were submitted that way. Mr. Ginter suggested that the commission make a motion to approve pending correction on the measurements from Melden and Hunt before the plats are presented before the City Commission. Jesus Garza asked if this item had been considered before and tabled. Mr. Zamora replied yes it was considered and tabled because the commission only received 81/2X14 copies. Mr. Ginter replied that was two months ago, in November's P&Z package the plats were in there. Mike Klepac stated that was posted dated November 13, 2015. Mr. Zamora stated that he never got the package, adding that the package was mailed on a Friday and he received it ten days later so he never got that package before the scheduled November's meeting. Mr. Garza asked how this was not noticed before, because this issue could have been resolved prior to today's meeting. Lupe Alvarez stated that the commission was looking at the preliminary and flat plats but both plats had the wording preliminary on them so the commission just focused on that and not the details of the plats. Mr. Garza asked who reviews the plats internally. Mr. Ginter replied engineering. Mr. Zamora stated that he does not have a problem with approving the plats as long as the numbers are corrected, adding that there is a lot corrections that need to be made. Discussion was held on the best way to correct the mistakes and have the plats presented before the City Commission on January 11, 2016. Mr. Garza suggested three options to the commission 1) approving the plat contingent upon the corrections, 2) to appoint one person from the group as a representative to be able to sign off on it once it is corrected this will eliminate having to host a special meeting before January 11, 2016, 3) or meet again in early January before the City Commission meeting. Mr. Perez asked if that would violate anything. Mr. Ginter replied it would not violate any rules or laws. Mr. Perez asked if these plats were reviewed by our engineering department, adding that by the time plats are presented to this commission they should be reviewed and approved by city staff. Mr. Ginter replied yes. Mr. Garza stated that he would like for the city to be a development friendly community and when stuff like this happens this is not consist with that, adding that the role of this commission is not to have to flip through every single page, review every wording or add the numbers, the role of this commission is much more broader than the specifics. Mr. Garza further stated that if there are any major alarming issues with these plats we will postpone presenting them before the City Commission because city staff will not present something to the City Commission that is incorrect. Debbie Tiffie made a motion to approve the preliminary plat be corrected by Melden and Hunt before the January 11<sup>th</sup> City Commission meeting and for it to be presented to Steve Zamora for final approval. Mike Klepac second. Seven in favor none opposed.

7. **Public Hearing regarding the request from Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the final plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**  
No public comments.



**8. Discuss and Consider Action regarding the request from Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the final plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**

Mr. Aldrich made a motion to approve the final plat be corrected by Melden and Hunt before the January 11<sup>th</sup> City Commission meeting and for it to be presented to Steve Zamora for final approval. Mike Klepac second. Seven in favor none opposed.

**9. Discuss and Consider Action pertaining to changes in the code of ordinances Appendix B, Space Requirements, and Section 1.**

Mr. Ginter stated that this is the last suggestion by Jeri Morey on the codes. Mr. Ginter referred the board to the document with the red wording on it "When homes on both sides of a common lot line have first floors raised at least 12" above the natural grade, fence height between those properties may be 7 ft., to minimize one home's occupant's view of the other home's yard and interior rooms", adding that Mrs. Morey's suggestion was to add this wording to Appendix B, Space Requirements. Debbie Tiffie made a motion not to make changes to this code. Mike Klepac second. Seven in favor none opposed.

**10. Miscellaneous**

Mr. Ginter informed the commission that Mario Garcia has resigned because he is now a city employee.

Mr. Ginter distributed paperwork on "Yikes, There's a Tourist in Town".

Mr. Alvarez asked if the city has an ordinance to have sidewalks on King Street. Mr. Ginter replied no. Mr. Alvarez stated that five years ago when he completed his business on King Street the city required him to add a sidewalk. Mr. Gaza stated that the city has a new ordinance that requires adding sidewalks on new developments. Discussion was held on whether there is an ordinance regarding sidewalks. Mr. Alvarez stated that he likes the idea of sidewalks because it beautifies the City of Kingsville. Mr. Alvarez would like for city staff to look into this and if there is not an ordinance to consider making one. Mr. Garza stated that we cannot require someone to add a sidewalk if it's an existing business, but if it's a new development we can.

Mrs. Toffee asked if there is a height restriction on wind generators. Mr. Zamora stated that the P&Z had addressed wind generators in the past, but was not sure if the City Commission did anything with it. Mr. Ginter will follow-up on this.


**11. Adjournment**

Meeting adjourned at 6:37 p.m.



To: Planning and Zoning Commission Members

From: Tom Ginter, Director of Planning and Development Services



Date: December 22, 2015

Subject: Review of Preliminary and Final Plats for The Park – Wildwood Trail

Chair Steve Zamora came by my office on Monday, December 21, 2015 to review the corrected preliminary and final plats for this project. One lot was found that still needed to be corrected. I called the engineer for the project and told him that. Steve and I agreed that once that one lot was corrected we could move ahead. The corrected preliminary and final plats were delivered to my office, Tuesday December 22<sup>nd</sup>. Everything has been corrected so we are good to go for the January 11<sup>th</sup>, city commission agenda.

If you have any questions, please feel free to ask.



# **CONSENT AGENDA**

# **AGENDA ITEM #1**

**ORDINANCE NO. 2015-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 GENERAL FUND BUDGET TO ACCEPT AND EXPEND A DONATION TO THE L.E.RAMEY GOLF COURSE.**

**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 2015-2016 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
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**Fund 001 General Fund**

Revenues

4-4502 L.E. Ramey Golf Course	Golf Course Donations	58000	<u>\$2,000</u> <u>\$2,000</u>
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Expenses

5-4502 L.E. Ramey Golf Course	Chemicals	21400	<u>\$2,000</u> <u>\$2,000</u>
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[To amend the City of Kingsville FY 15-16 General Fund Budget to accept and expend a \$2,000 donation to the L.E. Ramey Golf Course from the Men's Golf Association to be used for Fertilizer as per the attached memo from the Golf Course 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 14<sup>th</sup> day of December, 2015.

**PASSED AND APPROVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# CITY OF KINGSVILLE

P. O. BOX 1458 – KINGSVILLE, TEXAS 78364



Date: December 7, 2015

To: Mr. Jesús Garza, City Manger

From: Jimmy Saenz, Golf Course Manager

Re: Donation

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The Kingsville Golf Association is making a donation of \$2,000 to the golf course. The money will be put into our chemicals budget to purchase fertilizer.

## **AGENDA ITEM #2**



**ORDINANCE NO. 2015-\_\_\_\_\_**

**AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 8, TRAFFIC CONTROL DEVICES; PROVIDING FOR THE INSTALLATION OF SEVEN STOP SIGNS IN THE WILDWOOD TRAIL SUBDIVISION; 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 O		
Intersection	Direction	Device
1.Lawndale Dr. at Circle Dr. South	Southbound	Install stop sign
2. Kathleen St. at Lawndale Dr.	Southbound	Install stop sign
3. Lawrence Dr. at Center Dr.	Northbound	Install yield sign
4. Lawrence Dr. at Lawndale Dr.	Eastbound	Install yield sign
5. Elizabeth Ave. at Lawndale Dr.	Eastbound	Install yield sign
6. Elizabeth Ave. at Annette St.	Westbound	Install stop sign
7. Ailsie Ave. at Annette St.	Southbound	Install stop sign
8. Ailsie Ave. at Jerome Dr.	Northbound	Install stop sign
9. Ailsie Ave. at Shelly Dr.	Northbound	Install stop sign
10. Ailsie Ave. at Bilvan Dr.	Northbound	Install stop sign
11. Ailsie Ave. at Kelly Dr.	Northbound	Install stop sign
12. Shelly Dr. at Palm Ave.	Westbound	Install stop sign
13. General Cavazos Boulevard (FM 1356 at Shelly Dr.	Southbound	Install stop sign

14. Paulson Falls Blvd. at General Cavazos Boulevard	Northbound	Install stop sign
15. Margaret Lane at Paulson Falls Boulevard	Eastbound	Install stop sign
16. Margaret Lane at Paulson Falls Boulevard	Westbound	Install stop sign
17. Margaret Lane at Alice Lane	Eastbound	Install stop sign
18. Alice Lane at 140 feet west of FM 3320	Westbound	Install stop sign
19. Alice Lane at FM 3320	Eastbound	Install stop sign
20. Windcrest Drive at Sherwood Ave.	Eastbound	Install stop sign
21. Windcrest Drive at Rettye Drive	Westbound	Install stop sign
22. Brook Lane at Paulson Falls Boulevard	Eastbound	Install stop sign
23. Brook Lane at Paulson Falls Boulevard	Westbound	Install stop sign
24. Bilvan Drive at Brenda Ave.	Southbound	Install stop sign
25. Margaret Lane at Alice Lane	Eastbound	Install stop sign
26. Alice Lane at 140 feet west of FM 3320	Westbound	Install stop sign
27. Alice Lane at FM 3320	Eastbound	Install stop sign
<u>28. Wildwood Trail Blvd. at Sen. Carlos Truan Blvd.</u>	<u>Southbound</u>	<u>Install stop sign</u>
<u>29. Wildwood Trail Blvd. at Caesar Ave.</u>	<u>Northbound</u>	<u>Install stop sign</u>
<u>30. Grand Drive at Wildwood Trail Blvd.</u>	<u>Eastbound</u>	<u>Install stop sign</u>
<u>31. Grand Drive at Wildwood Trail Blvd.</u>	<u>Westbound</u>	<u>Install stop sign</u>
<u>32. Park Drive at Wildwood Trail Blvd.</u>	<u>Westbound</u>	<u>Install stop sign</u>
<u>33. Virginia Circle at Virginia Street</u>	<u>Eastbound</u>	<u>Install stop sign</u>
<u>34. Virginia Street at Grand Drive</u>	<u>Northbound</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 14th day of December, 2015.

**PASSED AND APPROVED** on this the \_\_\_\_th day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Sam Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# PUBLIC WORKS DEPARTMENT

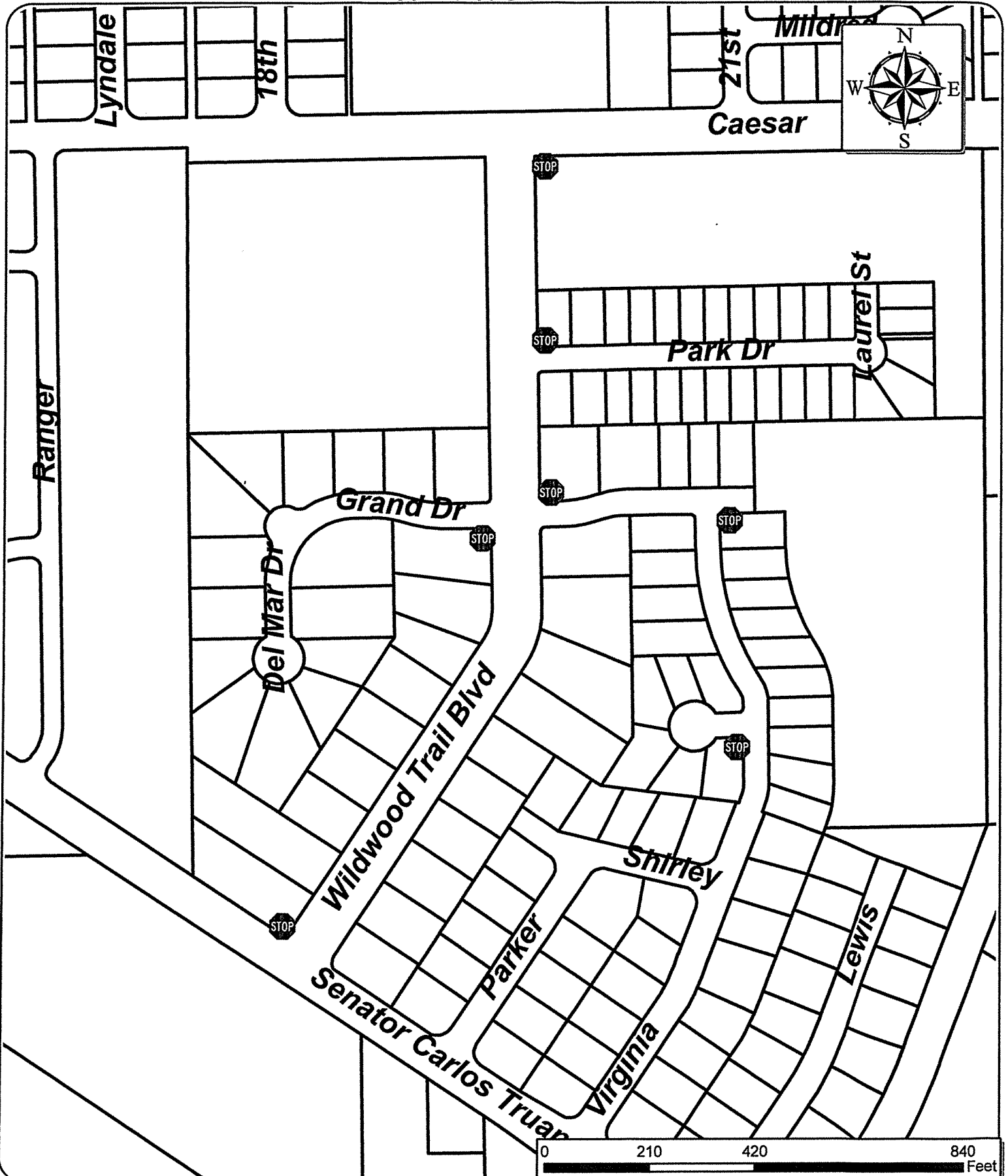
DATE: December 4, 2015  
TO: Jesus A Garza, City Manager  
CC: Courtney Alvarez, City Attorney  
FROM: Charlie Cardenas, P.E., City Engineer/ Director of Public Works  
SUBJECT: Stop Signs on Wildwood Subdivision

As the Wildwood Trail Subdivision is developing so is the need to establish stop signs at key intersections. Stop signs in the subdivision are not used for speed control but more for safety and traffic control. The following are the locations where stop signs are needed.

1. South Bound Wildwood Trail Blvd. at Senator Carlos Truan Blvd.
2. North Bound Wildwood Trail Blvd. at Caesar Avenue.
3. East Bound Grand Drive at Wildwood Trail Blvd.
4. West Bound Grand Drive at Wildwood Trail Blvd.
5. West Bound Park Drive at Wildwood Trail Blvd.
6. East Bound Virginia Circle at Virginia Street.
7. North Bound Virginia Street at Grand Drive.

The City of Kingsville furnished the signs to First Compass Homes. First Compass Homes agreed to mount and maintain the pole assemblies throughout the subdivision. Engineering staff has performed a traffic study and recommends an ordinance for placement and enforcement at the above mentioned locations.

# Wildwood Trail



Document Path: \\SAM\Engineering and Public Works\Engineering\GIS Techs\MAPSMAP\_DOCUMENTS\Arc\_City\_Address\_Assign\_Map\_8.5x11.mxd

Drawn By:  
Engineering Department

Last Update: 12/3/2015

Note:

DISCLAIMER  
THIS MAP IS FOR VISUAL PURPOSES ONLY.  
THE INFORMATION ON THIS SHEET MAY  
CONTAIN INACCURACIES OR ERRORS.  
THE CITY OF KINGSVILLE IS NOT  
RESPONSIBLE IF THE INFORMATION CONTAINED  
HEREIN IS USED FOR ANY DESIGN,  
CONSTRUCTION, PLANNING, BUILDING,



**CITY OF KINGSVILLE**  
**ENGINEERING DEPARTMENT**  
200 East Kleberg  
Kingsville, Texas 78363  
Office: 361-595-8005

# **AGENDA ITEM #3**

# PUBLIC WORKS DEPARTMENT

DATE: December 4, 2015  
TO: Jesus A Garza, City Manager  
CC: Courtney Alvarez, City Attorney  
FROM: Charlie Cardenas, P.E., City Engineer/ Director of Public Works  
SUBJECT: Utility excavation and cutting ordinance

In an effort to improve the quality of life, the City of Kingsville has taken steps improving the ride quality of our streets utilizing full depth road construction and creating a street maintenance program. To help extend the longevity of the local street within the city limits, the proposed utility excavation and street cutting ordinance will prevent unauthorized digging and trenching. The proposed ordinance will provide specifications and accountability for repairs to our city streets when an entity is authorized to excavate to develop, install and maintain a utility. Furthermore, all excavating will require a cut and excavation permit from the permitting section of the Planning and Development Services Department. Excavations and cutting inspections will be conducted by the Street Division of the Public Works Department.

ORDINANCE NO. 2015-\_\_\_\_\_

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER V-PUBLIC WORKS, TO ADOPT ARTICLE 7-R.O.W. CUTS AND EXCAVATIONS; PROVIDING REGULATIONS FOR RIGHT-OF-WAY CUTS AND EXCAVATIONS; 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** Article 7: R.O.W. Cuts and Excavations of Chapter V- Public Works of the Code of Ordinances of the City of Kingsville, Texas, shall be adopted to read as follows:

...

**ARTICLE VII. R.O.W. CUTS AND EXCAVATIONS**

Sec. 5-7-1. Applicability of fees; conflicts.

Sec. 5-7-2. Definitions.

Sec. 5-7-3. Application.

Sec. 5-7-4. Drawings to accompany application; exceptions.

Sec. 5-7-5. In general.

Sec. 5-7-6. Permit required; issuance of permit; denial of permit.

Sec. 5-7-7. Fees.

Sec. 5-7-8. Removal or relocation of facilities.

Sec. 5-7-9. Applicability of article to emergencies.

Sec. 5-7-10. Work warranty.

Sec. 5-7-11. Owner business plans; coordination of excavations.

Sec. 5-7-12. Newly constructed or reconstructed streets.

Sec. 5-7-13. Defaults; unauthorized excavations.

Sec. 5-7-14. Liability of right-of-way user; insurance.

Sec. 5-7-15. Extensions.



Sec. 5-7-16. Access to fire hydrants; crossings; traffic control devices.

Sec. 5-7-17. Steel plate temporary surfaces.

Sec. 5-7-18. Completion of excavation; warranty.

Sec. 5-7-19. Warranty of excavation; correction of defects.

Sec. 5-7-20. Work requirements.

Sec. 5-7-21. Inspections of excavations.

Sec. 5-7-22. Damage to facility.

Sec. 5-7-23. As-built drawings and specifications.

Sec. 5-7-24. Reserved.

#### **Sec. 5-7-1 APPLICABILITY OF FEES; CONFLICTS.**

Nothing in this article authorizes the city to charge any fee in conflict with state law, franchise agreements authorized by the city commission, or this Code, as amended.

#### **Sec. 5-7-2 DEFINITIONS.**

As used in this article, the following terms shall have the meanings ascribed in this article, unless the context of their usage clearly indicates another meaning:

*Abandoned facilities* means facilities no longer in service or physically disconnected from the operating facilities, or from any other facilities that are in use or that still carry service.

*Applicant* means any person who seeks a permit for an excavation.

*Area of influence* means that area around a utility excavation where the pavement and subgrade is impacted by the excavation and is subject to more rapid deterioration due to the trench excavation.

*Backfill* means excavation fill material meeting city specified quality requirements or the placement thereof.

*Certificated telecommunications provider* or *CTP* means a person who has been issued a certificate of convenience and necessity, certificate of operating authority, or service provider certificate of operating authority by the Texas Public utility Commission or "PUC" to offer local exchange telephone service as defined by V.T.C.A., Local Government Code ch. 283 or "the Act."

*City* means the City of Kingsville.

*City of Kingsville Building Code* shall mean the Building Code in the City of Kingsville Code of Ordinances.

*Construction standards* means the City of Kingsville Standard Specifications and Details as they may be amended from time to time by the department of engineering services and approved by the city engineer.

*Contractor* means any public or private person or organization, other than the city.

*Department* means the department of planning & development services.

*Director* means the director of planning & development services department, or his or her designee.

*Emergency* means an unforeseeable event or occurrence that endangers health, life, or property, or a situation in which public need for uninterrupted utility service requires immediate corrective action to restore services.

*Emergency operations* are defined as those operations and repairs necessary to prevent damage or injury to the health or safety of the public or any person and the work necessary to address a service interruption and requires written notice to city commission when the contractual repair value exceeds fifty thousand dollars (\$50,000.00) or otherwise written notice to the director within twenty-four (24) hours to ensure compliance with this and other articles of the Code. Upgrading of facilities, new service installation and neighborhood improvement projects are not emergency operations.

*Excavation* means an activity that cuts, penetrates, or bores under any portion of the public way that has been improved with a paved surface for street, sidewalk, surface drainage, or related public transportation infrastructure purposes. The term includes but is not limited to, cutting, tunneling, jacking and boring, backfilling, restoring, repairing, and installing and maintaining a temporary surface in, the public way. The term does not include a transportation improvement; however, it does include excavations that are undertaken for the improvement or maintenance of publicly owned utility systems, such as water and wastewater lines and facilities. The term also does not include utility maintenance or other activities that are performed within already existing structures, vaults, conduits, or cable ways that are located underneath street improvements, provided that any access required for the work is obtained through manholes, or other previously constructed entrances that may be utilized without cutting or penetrating any pavement or other street improvement.

*Facility* means any structure, device, or other thing whatsoever that may be installed or maintained in, on, within, under, over, or above a public way by an excavation.

*FCC* means Federal Communications Commission.

*Governing body* means the Mayor and the City Commission of the City of Kingsville, Texas.

*Governmental entity* means any county, township, city, town, village, school district, library district, road district, drainage or levee district, wastewater district, water district, fire district or other municipal corporation, quasi-municipal

corporation or political subdivision of the State of Texas or of any other state of the United States and any agency or instrumentality of the State of Texas or of any other state of the United States or of the United States.

*Inspection* means the inspection of an excavation by any person approved by the director to determine compliance with this article.

*New street* means the paved portion of the right-of-way that has been constructed, reconstructed, or resurfaced with an asphalt overlay, hot in place recycling, full-depth reclamation, reconstruction or other structural street maintenance treatment. "New street" includes all concrete paved streets, streets constructed or structurally resurfaced during the preceding seven (7) years, for a collector or arterial street or during the preceding five (5) years for a residential street or alley or any street with a pavement condition index greater than eighty-five (85), as defined herein.

*Owner* means a person, including the city, who is the owner or will, following the completion of the installation, become the owner of any facility that is installed or is proposed to be installed or maintained in the public way.

*Pavement condition index (PCI)* means a measure of the condition of the right-of-way on a scale of 1-100. The PCI for a specific street segment can be requested through the department.

*Pavement cost recovery fee* means the cost incurred by the city and the public associated with a decrease in the useful life of a street caused by excavations.

*Permit* means a permit issued under this article authorizing excavation in the right-of-way.

*Permittee* means any person or right-of-way user to whom a permit is issued to excavate a right-of-way.

*Person* means any person, company, partnership, agency or other public or private entity, including city departments.

*Public way* means any public street right-of-way located in the city, including the entire area between the boundary lines of every way (including but not limited to, roads, streets, alleys, highways, boulevards, bridges, tunnels, or similar thoroughfares), whether acquired by purchase, grant, or dedication and acceptance by the city or by the public, that has been opened to the use of the public for purposes of vehicular travel.

*Public way construction entity* means the City of Kingsville, the Texas Department of Transportation, Kleberg County, or any other public entity performing or causing to be performed transportation improvement construction or construction-related activities in public ways.

*Repair* means the temporary or permanent construction work necessary to make the right-of-way useable.

*Repair area* means that area around an excavation where the pavement and subgrade is impacted by an excavation.

*Restoration* means the process by which an excavated right-of-way and surrounding area, including pavement and foundation, is returned to the same condition, or better, than existed before the commencement of the work.

*Resurfacing* means any repaving, overlay, seal or reconstruction which creates a new pavement surface over the entire width of the street, excluding crack seals and localized base and pavement repairs.

*Right-of-way (ROW) or public right-of-way* means the surface of, and the space above and below, any street, road, highway, freeway, lane, path, drainage way, channel, fee interest, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or hereafter held by the city or over which the city exercises any rights of management or control and shall include but not be limited to all easements now held, or hereafter held, by the city but shall specifically exclude private property.

*Right-of-way (ROW) user* means a person, its successors and assigns, that uses the right-of-way for purposes of work, excavation, provision of services, or to install, construct, maintain, repair facilities thereon, including, but not limited to, landowners and service providers.

*Routine service operation* means a work activity that makes no material change to the facilities and does not disrupt traffic.

*Service* means a commodity provided to a person by means of a delivery system that is comprised of facilities located or to be located in the right-of-way, including, but not limited to, gas, telephone, cable television, internet services, open video systems, alarm systems, steam, electric, water, telegraph, data transmission, petroleum pipelines, or sanitary sewage.

*Standard specifications and details (specifications)* shall mean the City of Kingsville Standard Specifications and Details as published by the engineering services department, latest edition.

*Street* means the pavement, curb and gutter and sub-grade of a city local, collector or arterial roadway.

*Supplementary application* means an application made to excavate or obstruct more of the right-of-way than allowed in, or to extend a permit that has already been issued.

*TMUTCD* shall mean Texas Manual on Uniform Traffic Control Devices, latest edition.

*Traffic-control device* means a traffic sign, signal, or marking that is placed and maintained in accordance with state law and this Code.

*Transportation improvement* means the portion of work within the finished paved surface of a public way undertaken by or pursuant to contract for the state or a political subdivision of the state for the purpose of improving or maintaining

public way transportation and related storm drainage and street lighting infrastructure, but does not include any activity, such as connection to other facilities, that cuts, penetrates, or bores under a public way other than the one being improved or maintained pursuant to the contract or that cuts, penetrates or bores under the public way after installation of new paving.

*Utility* shall mean any privately or publicly owned entity which uses public rights-of-way to furnish to the public any general public service, including, without limitation, wastewater, gas, electricity, water, telephone, petroleum products, telegraph, heat, steam or chilled water, together with the equipment, structures, and appurtenances belonging to such entity and located within and near the right-of-way.

*White lining* means marking the excavation site with white washable marking paint or flags prior to requesting a utility locate in order to further identify the site.

### **Sec. 5-7-3 APPLICATION.**

- (A) A permit for any excavation shall be obtained by the owner of the facility. If the owner of a facility will not be making the excavation with its own personnel, then the contractor retained to perform the work shall join with the owner as an applicant in obtaining the permit. Where two (2) or more related excavations are being performed as part of the same project, the application and permit may cover the related work, consistent with the regulations issued under subsection 5-7-5(g) of this Code.
- (B) Applications for permits shall be in the form prescribed by the director, who may provide for the filing and processing of applications by electronic means. Each application shall be submitted to the director, shall be signed and sworn to before an officer authorized to administer oaths by each applicant and shall include the following:
  - (1) The name, assumed name, or business name, business type (corporation, partnership, individual/sole proprietor or other) of each applicant;
  - (2) Each applicant's mailing address (and street address if different), telephone number, facsimile number, and e-mail address;
  - (3) The location (including key map number), depth, length, and width of each excavation to be made in each block and/or intersection, which may alternatively be set forth on the provided drawings and specifications;
  - (4) The purpose of the excavation, including a description of the facilities to be installed, maintained, and/or repaired;
  - (5) The method of excavation;
  - (6) The proposed excavation start date and duration;

- (7) A statement that each person executing the application is fully authorized to act on behalf of and bind his principal in executing and filing the application;
- (8) A statement that each applicant accepts and obligates itself to the following release and indemnification provisions:

#### RELEASE

PERMITTEE AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THE PERMIT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S ACTUAL OR ALLEGED JOINT OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

#### INDEMNIFICATION

PERMITTEE AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS PERMIT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (i) PERMITTEE'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', PRINCIPALS', OR SUBCONTRACTORS OF PERMITTEES' (COLLECTIVELY IN NUMBERED PARAGRAPHS (i)—(iii), "PERMITTEE") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (ii) THE CITY'S AND PERMITTEE'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER PERMITTEE IS IMMUNE FROM LIABILITY OR NOT; AND
- (iii) THE CITY'S AND PERMITTEE'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER PERMITTEE IS IMMUNE FROM LIABILITY OR NOT.

PERMITTEE SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THE PERMIT AND FOR FOUR YEARS AFTER THE PERMIT TERMINATES.

WHERE APPLICABLE, THE PROVISIONS OF SECTION 283.057 OF THE TEXAS LOCAL GOVERNMENT CODE SHALL CONTROL IN LIEU OF THE FOREGOING; ADDITIONALLY, TO THE EXTENT THAT THE APPLICANT HOLDS A CURRENT AND VALID UTILITY FRANCHISE FROM THE CITY, THE RELEASE AND INDEMNIFICATION PROVISIONS OF THE FRANCHISE SHALL CONTROL IN LIEU OF THE FOREGOING.

- (9) The name of the owner of the facility;
  - (10) The twenty-four-hour telephone number at which each applicant's representative who will respond to emergencies may be contacted;
  - (11) The name, mailing address, telephone number, facsimile number, and e-mail address of a person who is authorized to receive all notices authorized to be given by the city under this article to each applicant;
  - (12) Confirmation that all materials necessary for construction will be on hand and ready for use so as not to delay the excavation;
  - (13) A transmittal number issued by the Texas One-Call Notification Center (811) evidencing that the applicant has complied with the Texas Underground Facility Damage Prevention and Safety Act, or an assurance that the transmittal number will be provided to the director before the excavation commences;
  - (14) Evidence of insurance as required in section 5-7-14 of this Code;
  - (15) Drawings and specifications, as provided in section 5-7-3(B)3 of this Code;
  - (16) The work warranty as required by section 5-7-10 of this Code; and
- (C) An application for a permit for an excavation performed pursuant to section 5-7-9 of this Code shall, in addition to the items required above, also include a written statement:
- (1) Explaining the basis for the emergency actions;
  - (2) Describing the excavation being performed;
  - (3) Describing any work remaining to be performed in the public way; and
  - (4) Stating the time and date when the emergency occurred.

#### **Sec. 5-7-4 DRAWINGS TO ACCOMPANY APPLICATION; EXCEPTIONS.**

- (A) Unless otherwise provided in the rules and regulations promulgated under section 5-7-5(G) of this Code, each application shall be accompanied by drawings and specifications, which shall show:
- (1) The location of the excavation;
  - (2) The method and manner in which the excavation will be performed; and

- (3) The methods by which vehicular and pedestrian traffic will be controlled during the prosecution of the excavation, including any proposed signage, use of flaggers, or use of peace officers to direct traffic. The drawings and specifications shall be prepared in compliance with all applicable laws, rules, regulations, and construction standards. The director may approve standard details for frequently encountered types of excavations, and the approved details may be incorporated into drawings and specifications, where applicable.
- (B) Consistent with applicable laws, sound engineering practices, and the nature and extent of the excavation, the director may require the drawings and specifications to be sealed by a professional engineer who is licensed in Texas.
- (C) An emergency excavation may be commenced under section 5-7-9 of this Code without submission of drawings and specifications. Consistent with the nature of the emergency and the excavation required, the director shall allow the applicant a reasonable period of time to produce any required drawings and specifications.

#### **Sec. 5-7-5 IN GENERAL.**

##### **(A) *Prohibited activities.***

- (1) It shall be unlawful for any person to excavate or cause an excavation within the city unless the person is a permittee to whom a permit has been issued for the excavation pursuant to this article.
- (2) It shall be unlawful for a permittee to excavate or cause an excavation within the city in violation of any term of a permit issued pursuant to this article.
- (3) It shall be unlawful for any permittee to fail to exhibit a permit upon request as required by subsection 5-7-6(E) of this Code. In any prosecution under this article, it shall be presumed that there is no permit if the permit is not properly exhibited.
- (4) It shall be unlawful for any permittee to fail to restore the public way following excavation as required by this article.
- (5) It is an affirmative defense to prosecution under subsections (b)(1) and (b)(3) above, that the excavation was begun in response to an emergency and that a permit was timely applied for in compliance with section 5-7-9 of this Code.

##### **(B) *Provisions cumulative.***

- (1) The provisions of this article are cumulative of all other requirements of this Code and other laws, including, without limitation, the City of Kingsville Building Code, and utility franchises, as well as all applicable state and federal laws and regulations. Compliance with this article does



not excuse compliance with any other law, and permittees are additionally required to obtain any other permits, licenses, and authorizations required by law, including but not limited to, utility franchises, permits, licenses, and authorizations that are required to be obtained from the city, the Texas Department of Licensing and Regulation, the Texas Public Utility Commission, Texas Underground Facility Notification Corporation (One-Call Board of Texas), and the Railroad Commission of Texas or any other appropriate governmental agency. However, to the extent that any provision set forth in this article may not be imposed upon any person because its imposition would be inconsistent with a controlling state or federal law, then this article shall be construed and applied in a manner that conforms to the applicable state or federal law. In addition, this article shall not be construed to require an owner to pay any fee that is prohibited by applicable state or federal law or valid city utility franchise.

- (2) To the extent that any other city permit or authorization is required for work that is also governed by this article, the director shall, to the extent practicable, devise consolidated application forms and issue the required permits or authorizations on a combined basis.
- (C) *Penalty.* Violation of this article is unlawful. Any person who violates any provision of this article shall be guilty of an offense and, upon conviction thereof, shall be punished as provided in section 1-1-99 of this Code. Each and every day that any violation continues shall constitute a separate offense and shall be punishable as such.
- (D) *No private rights in public way.* Nothing in this article shall be construed to give any person or permittee any property right in or to the use of the public way. All permits issued and held under this article shall be subject to the superior right of the public to control the use of the public way and ensure the safe and orderly movement of traffic, and a separate permit shall be required under this Code where applicable to any work that causes an obstruction.
- (E) *Appeals; hearing.* Any person whose permit is denied or who is otherwise aggrieved by a notice, action, or decision of the director hereunder shall, upon written request, be entitled to a hearing to be conducted in accordance with the City of Kingsville Building Code. The decision of the hearing officer shall be final. Where time is of the essence, the aggrieved person may so advise and state the reason therefor in the request and, to the extent reasonably warranted and allowed by the circumstances, an expedited hearing of the issue shall be afforded.
- (F) *Public entities not exempt.* In addition to their application to other persons, the provisions of this article are applicable to excavations made by the city and its contractors, as well as to excavations made by or on behalf of other governmental entities and subdivisions, to the extent of the city's police power jurisdiction. In connection with excavations made by the city, the

director may waive compliance with insurance and other requirements that have no practical application as applied to the city.

(G) *Rules and regulations.*

- (1) The director in association with the city engineer is authorized to promulgate rules and regulations regarding any aspect of the operation of this article, including without limitation requirements for drawings and specifications, methods by which excavations will be performed, traffic control procedures, application processing and hearing procedures, debarment procedures, construction management procedures, and inspection procedures. The rules and regulations must be consistent with applicable federal and state laws, city ordinances, and sound engineering practices. The director shall make copies of the rules and regulations available for inspection in the director's office, and copies may be purchased at the fees prescribed by law.
- (2) Notifications to the One-Call Notification Center (811) must be made prior to commencing an excavation and must be consistent with Title 16, Texas Administrative Code, Chapter 18 Underground Pipeline Damage Prevention. The one-call notification should be requested no earlier than five (5) working days prior to the start of the excavation, but no later than two (2) working days before the excavation is to begin.

**Sec. 5-7-6 Permit required; issuance of permit; denial of permit.**

(A) *Permit required.*

- (1) Before issuing a permit, the director shall have been provided a written application, on a form furnished by the director, setting forth the name and residence or business address of the applicant; the location and approximate area of the excavation, including its approximate length and width, and, if the excavation is in a street, whether it is parallel or transverse to the direction of the travel lanes; and, the purpose of the excavation. The application form shall include plans prepared in accordance with city's standards, specifications, and details as well as any other documentation required by the department as part of their review process.
  - a. The director shall work with the public works departments to develop a streamlined form for their use under this article.
  - b. *Joint applications.* Applicants may apply jointly for permits to excavate the right-of-way at the same time and place. The city will recognize only one (1) point of contact.
  - c. *Supplementary applications.* A permit shall only be valid for the area of the right-of-way specified within the permit. No permittee may cause any work to be done outside the area specified in the permit, except as provided herein. Any permittee who determines that an

area greater than that which is specified in the permit must be excavated must:

1. Make application for a permit extension and pay any additional fees required thereby; and
  2. Receive a new right-of-way permit or permit extension.
- (2) Permits will be issued or denied within ten (10) days of application. Unless granted for a longer period, an excavation permit shall be valid for thirty (30) days and for the dates specified in the permit. The applicant may request the permit be valid for such longer period as may be necessary in the circumstances, in advance, as part of the application. The city may approve or deny the application for such extended permit period. No permittee may commence work before the permit start date or, except as provided herein, may continue working after the end date. If a permittee does not complete the work by the permit end date, the permittee must apply for and may receive a new right-of-way permit or a permit extension for additional time. This supplementary application must be submitted to the city prior to the permit end date.
- (3) An expedited permit may be requested, and shall be issued within two (2) days of application upon a showing of good cause.
- (4) The proposed location, depth and other characteristics of any facilities for which the permit is issued shall be subject to approval of the director, and all backfilling, compaction and pavement restoration performed for any excavation shall comply with the requirements of this article and the city's standard specifications and details.
- (5) No fee or requirement authorized or imposed pursuant to this article shall be construed to affect or alter in any way any obligation of public and private utilities with facilities installed in any right-of-way to relocate the facilities at no cost to the city, subject to state law, if applicable, in the event that relocation is required by the city to accommodate a proper governmental use of the right-of-way.
- (6) Combinations of permits shall be permitted at the discretion of the director.
- (7) Subdivision monuments, historical markers, and any other signs or structures with foundations in the right-of-way, excluding billboards, are subject to this article.
- (B) *Issuance of permit.* Every person making application for a permit in accordance with the provisions of this article and having complied with such provisions shall be entitled thereto, and, upon filing such application with the director, it shall be his duty to issue the permit, when the provisions of this article shall have been complied with.

- (1) Upon receiving a written application for an excavation permit and a plan prepared in accordance with the city's standard specifications and details, the director's designee shall set forth all requirements, approve or disapprove the application, sign and return it to the applicant. Excepting only emergency excavations, at least one (1) working day prior to the start of work, the applicant shall telephone the city's department of development services and request a permit number, informing the city of the date the work will commence. A permit number shall then be assigned to the job and a permit shall be sent to the applicant.
  - (2) A permit is not transferable. A permit is void unless the excavation to be made pursuant thereto is commenced within the time stated therein and the work diligently completed.
  - (3) Each permit shall state a time period for completion of all the work to be done thereunder. The director may grant extensions of time.
  - (4) No person in violation of any requirement of this article shall be issued an excavation permit, nor shall any contractor or agent apply for or be issued an excavation permit on the person's behalf, until the outstanding violation is corrected or a plan for correction is approved by the director. The foregoing requirement is in addition to any penalty or remedy for violation that may be imposed or sought by the city at law or equity.
  - (5) No work shall be done under any permit issued under this article except as stated in the permit. If the permit is allowed to expire, the ROW user shall procure a new permit before proceeding with any such work.
  - (6) The appeal of a denied permit shall follow the appeal procedures outlined in the City of Kingsville Building Code.
- (C) *Denial of permit.* A permit may be denied or suspended for any of the following reasons:
- (1) Failure to provide proof of liability insurance acceptable to the city.
  - (2) Failure to secure a contractor's license or other required license.
  - (3) Failure to perform in accordance with the requirements of these provisions and/or referenced documents.
  - (4) The excavation would be in a new street and not otherwise permitted by this article.
  - (5) The proposed warning or other traffic control procedures or equipment do not comply with the requirements of the TMUTCD or the requirements of the director.
  - (6) The proposed activity would violate a city ordinance or state or federal statute.
  - (7) The permit application contains false or misleading information.

- (8) The activity would cause a public health or safety hazard.
- (9) The ROW user is in violation of this article relative to work in progress and/or has outstanding violations on other permits of this type issued by the city.

A permit shall no longer be valid if there are material changes to the excavation, including but not limited to, a change in the scope of the work or the method of performing the work of such consequence that the drawings and specifications no longer accurately depict the work, extending the excavation into any geographical area not included in the permit or an excavation that is not authorized by the original permit.

*(D) Permit not transferable; void if excavation not timely commenced.*

- (1) A permit issued under this article is personal to the permittee and may not be transferred to another person or used by any other person to perform the excavation authorized in the permit.
- (2) A permit is valid only for the location(s) described on the application, depicted on the drawings and specifications, and authorized in the permit, and no excavation shall be authorized at any other location without another permit.
- (3) Unless sooner extended by the director upon written request and for reasonable cause, a permit shall become void if the excavation is not commenced within sixty (60) days from the date of its issuance.

*(E) Record at excavation-site; public notice.*

- (1) A permittee shall, at all times while an excavation is in progress, keep, at the location of the excavation, the original permit (or a copy thereof) and shall, immediately on demand, exhibit the permit upon request to the director or any other person.
- (2) Each permittee shall post and maintain notices in the vicinity of the excavation in the time, place, and manner prescribed in the rules and regulations promulgated under subsection 5-7-5(G). Failure to post and maintain the required notice shall be unlawful.
- (3) Such notice required in subsection (b) above shall include, but not be limited to, the name of the permittee, the permittee's telephone number, and the city permit number.

**Sec. 5-7-7 Fees.**

*Pavement cost recovery (PCR) fee.* This reimbursement to the city is due prior to permit issuance and is collected to account for the decrease in the useful life of a street caused by excavations and is based on the Mid-American Regional Council Degradation Cost Recovery Method.

*Pavement cost recovery fee calculation.* Is calculated by multiplying unit cost (per square yard) for street construction/reconstruction, overlays and seal coats by depreciation rate for each maintenance type and the area of influence of the cut. The area of influence adjacent to the trench is equal to the area of the cut plus three (3) feet on each side (in square yards). All damage(s) caused directly or indirectly to the street surface or subsurface outside the pavement excavated area shall be regarded as a part of the excavation repair area. This includes any holes drilled into the pavement and not properly plugged, as well as damages caused by work equipment. These areas, as established by the director, will be included in the total area to be repaired.

The PCR Fee is calculated by multiplying:

each street maintenance unit cost (\$/SY) X

area of influence (SY - actual cut dimensions plus three feet on each side) X

depreciation factor (account for the age of the maintenance).

*Example Calculation:* Collector Street constructed 10 years ago (unit cost \$90.12/SY); sealed 3 years ago (unit cost \$6.06/SY); actual size of cut - 5' x 5' square; area of influence - 11' x 11' (13.44 SY). Depreciation value of 10 yr old street construction = 0.79. Depreciation value of 3 year old seal = 0.4

Cost Recovery Fee for Construction =  $\$90.12 \times 13.44 \times 0.79 = \$956.86$

Cost Recovery Fee for Seal =  $\$6.06 \times 13.44 \times 0.4 = \$32.58$

Total Cost Recovery Fee =  $\$956.86 + \$32.58 = \$989.44$

Unit costs for each street maintenance type (construction/reconstruction, overlay, and seal) shall be updated annually by the engineering department with assistance from the street department and shall be based on the current market costs of construction/reconstruction, overlay, and seal work.

#### **Sec. 5-7-8 REMOVAL OR RELOCATION OF FACILITIES.**

All permittees who place facilities thereby obligate and bind themselves to move or change the location of facilities whenever required or instructed to do so by the city in order to accommodate the construction, repair, or relocation of city infrastructure facilities, and failure to do so shall be unlawful. Furthermore, the permittees must relocate their facilities in a timely manner and communicate their expected relocation timeline to the city engineer.

#### **Sec. 5-7-9 APPLICABILITY OF ARTICLE TO EMERGENCIES.**

Nothing contained in this article shall be construed to prevent any person from making an excavation that is necessitated by an emergency, provided that the owner shall: (1) before the excavation is initiated, notify the Texas One-Call Center (811) and/or director by telephone at the twenty-four-hour city's response telephone number provided in the procedures established under subsection 5-7-5(G) and also notify any other city, state, or federal authority required under law to be notified; and (2) apply for a permit for the excavation within twenty-four (24) hours after the initiation of the excavation or, if the city's offices are then closed, within twenty-four (24) hours after the offices of the city are first opened subsequent to the initiation of the excavation.

#### **Sec. 5-7-10 WORK WARRANTY.**

Each applicant shall execute and provide a work warranty in a form approved by the city attorney, which shall be incorporated into the application form. The purpose of the work warranty is to undertake and ensure that the permittee will:

- (1) Timely perform the excavation in accordance with the permit, the drawings and specifications, all applicable laws, rules, and regulations, and the construction standards adopted in or pursuant to this article, subject to remediation as provided in section 5-7-18; and
- (2) Warrant the excavation following its completion for two (2) years, subject to remediation as provided in section 5-7-19 of this Code.

#### **Sec. 5-7-11 OWNER BUSINESS PLANS; COORDINATION OF EXCAVATIONS.**

- (A) On or before June 1 of each year, owners shall submit a plan of excavations anticipated to be done in the public way during the five-year period commencing on July 1 of that year. Additionally, the director shall annually solicit a five-year transportation improvement plan from the various public way construction entities. As soon as practicable following receipt and compilation of the plans, the director shall make available for inspection a composite list of all projects and transportation improvements designated in the various plans. Applicants are responsible for keeping themselves apprised of the current status of the list. An owner or public way construction entity may change, add, or delete any project in its five-year business plan, and if any modification is made, the owner and/or public way construction entity shall notify the city engineer.
- (B) Prior to issuance of a permit, the director shall check the application against the composite list. The director may require owners to: (i) coordinate their excavations; (ii) coordinate excavations with transportation improvements that are ongoing or are scheduled by public way construction entities; and (iii)

complete excavations before transportation improvements commence. The director may grant a waiver of coordination requirements for good cause. The director shall consider the following before granting a waiver:

- (1) Effect of each proposed excavation(s) on the surrounding vicinity and on traffic mobility;
- (2) The applicant's need for the facility;
- (3) The need to facilitate the deployment of new technology as directed pursuant to official city policy; and
- (4) Public health, safety, welfare and convenience.

#### **Sec. 5-7-12 NEWLY CONSTRUCTED OR RECONSTRUCTED STREETS.**

- (A) Except as provided in subsection (b) below, no permit shall be issued for an excavation in any public way that has been constructed, reconstructed, repaved, or resurfaced in the preceding period of five (5) years, as measured from the date of acceptance by the public works construction entity. Owners shall determine alternative methods of making necessary repairs and facility installations to avoid excavations that are subject to this section.
- (B) The director, for good cause, shall grant a variance to an applicant for repair of existing utilities, to respond to emergencies, or to afford an owner the means to provide service to buildings that the owner has no other reasonable means of serving in the determination of the city engineer. Variances shall be granted subject to special conditions that the director determines to be appropriate to the circumstances, such as special coordination with other excavations, special paving requirements, additional soil compaction test reports, or any other requirements needed to restore the integrity of the public way to "as new" condition. In addition to the information provided on the application, applicant shall provide the following with respect to that part of the public way subject to this provision:
  - (1) Reason why the excavation was not performed before or when public way was paved;
  - (2) Reason why the excavation cannot be delayed until after the five-year period expires; and
  - (3) Reason why the excavation cannot be performed at another location or the owner's need cannot be accomplished by a method that does not require excavation.

#### **Sec. 5-7-13 DEFAULTS; UNAUTHORIZED EXCAVATIONS.**

- (A) The director shall not issue a permit to any person who is in default or breach of any obligation to the city under this article on a prior permit or on a warranty obligation under sections 5-7-18 and 5-7-19 of this Code.



- (B) The director is authorized to debar from obtaining a permit any person who has performed an unpermitted excavation or any owner who has knowingly allowed that practice. Any such debarment shall be for a reasonable period of time that is consistent with the nature and circumstances of the alleged transgressions. Regulations shall be issued for debarment under subsection 5-7-5(G) of this Code.
- (C) Before invoking the provisions of this section, the director shall provide a written notice to the affected persons and afford them a right to a hearing under subsection 5-7-5(F) of this Code.
- (D) It shall be unlawful for any person to make, cause or allow to be made, any excavation, or to install, cause or allow to be installed any tank, pipe, conduit, duct, tunnel, utility pole or other utility or appliance in or under the surface of any street, alley, sidewalk, right-of-way or other public place, at any location, other than that described in the application for the permit and as shown on the plans filed with the director, and in accordance with the requirements of the permit. If the circumstances appearing after the excavation is commenced make it impossible to comply with the permit, the director may grant a waiver to take the circumstances into account.
- (E) Failure to comply with requirements set forth in the article or on any permit shall be cause for revocation of the subject permit and of any other permits held by the same permittee until the violations have been corrected or the director has approved alternative requirements.
- (F) Each violation of this article shall be punishable by a fine not to exceed five hundred dollars (\$500.00). Each day during which a violation continues shall be deemed a separate violation of this article.

#### **Sec. 5-7-14 LIABILITY OF RIGHT-OF-WAY USER; INSURANCE.**

- (A) *Liability of right-of-way user.* To the extent allowed by law, the right-of-way user shall be liable to the city for any damage or loss occasioned by any act or omission occurring in connection with his excavation, and subject to state law, the ROW user shall fully indemnify, hold harmless and defend city, its officers and employees from and against any and all suits, actions, judgments, losses, costs, demands, claims, expenses (including attorney's fees), damages, and liabilities of every kind to which the city, its officers or employees may be subjected for injury of any type, death or property damage arising from or connected with any such act or omission. City shall promptly notify a permittee, or ROW user, at the address set forth in the permit, or last known address, of any claim or suit served upon the city and alleging negligent or wrongful conduct by the permittee or ROW user in connection with an excavation.
- (B) *Insurance.*

- (1) As a condition of the issuance of a permit, the applicant shall provide evidence that the applicant holds a current policy of comprehensive general liability insurance covering the excavation, with an endorsement for any liability assumed under this article and policy limits as currently required by the city. Each policy shall include a provision obligating the insurer to furnish to the director at least ten (10) days prior written notice of any cancellation.
- (2) The failure of the permittee to continuously maintain any required coverage shall cause any permit covered thereby to become invalid. No work may be performed on any excavation at any time when any required proof of insurance coverage is not on file in the director's office. Following notice and an opportunity for a hearing under subsection 5-7-5(E) of this Code, the director shall revoke any permit for which any required proof of insurance is not being maintained.
- (3) For joint applications and permits, the coverage required in this section may be provided by a policy jointly covering all of the applicants or by separate proofs of coverage for each applicant or permittee.

#### **Sec. 5-7-15 EXTENSIONS.**

For good cause not relating to any fault of the permittee in diligently prosecuting the excavation, the director may extend the number of days allowed in the permit for completion of the excavation. To obtain an extension, the permittee shall submit an application therefor and indicating the number of additional days needed for final completion. Extensions of time granted under this subsection shall be noted on the records regarding the permit.

#### **Sec. 5-7-16 ACCESS TO FIRE HYDRANTS; CROSSINGS; TRAFFIC CONTROL DEVICES.**

- (A) *Access to fire hydrants.* Each excavation shall be performed so it does not obstruct emergency access to any fire hydrant or public water supply valve.
- (B) *Crossings; traffic control devices.* It shall be the duty of each permittee to make provisions for the safe crossing of pedestrians and the orderly movement of vehicular traffic. Provisions therefor shall be included in the drawings and specifications for the excavation. Any required traffic control devices shall conform to applicable laws and to the Texas Manual on Uniform Traffic Control Devices.

#### **Sec. 5-7-17 STEEL PLATE TEMPORARY SURFACES.**

It shall be unlawful to place a steel plate at an excavation without a permit. The director may authorize as a condition of a permit the use of a steel plate as a

temporary surface for an excavation. Any such permit shall specify the length of time the steel plate is allowed to remain in the public way. It shall be unlawful for any permittee or former permittee to maintain or cause to be maintained a steel plate in the public way after the time specified in the permit for the excavation at which the steel plate is located. Each steel plate shall be clearly marked with the name of the owner of the steel plate, and a permittee's failure to use a steel plate so marked shall be a violation of this article.

#### **Sec. 5-7-18 COMPLETION OF EXCAVATION; WARRANTY.**

- (A) In accordance with the rules and regulations promulgated under subsection 5-7-5(G), a permittee shall notify the director before commencing and obtain permission to commence the excavation before it enters into the public way. In connection with the notification and permission, the authorized date of entry on the public way, for purposes of section 5-7-6 shall be established. In connection with the notification, the permittee shall also furnish the transmittal number required under subsection 5-7-3-(B)(13), if it has not previously been provided. The permittee shall diligently prosecute the excavation to its final completion within the time authorized under the permit. It shall be unlawful for a permittee to fail, refuse or neglect to diligently prosecute or to timely complete the excavation in accordance with the permit and all applicable rules and regulations and the construction standards adopted in or pursuant to this article.
- (B) If a permittee commences an excavation and then fails, refuses, or neglects to diligently prosecute or to timely complete the excavation in accordance with the permit and all applicable rules and regulations and the city's design standards, the city's standards, specifications and details, the director may, following written notice to the permittee, perform the excavation or cause a contractor of the city to perform the excavation. The director shall afford the permittee five (5) days' written notice and opportunity to cure before taking over the excavation, unless the director determines that hazards to public safety and convenience that are posed by the condition of the excavation require a shorter notice period. The director may charge the cost of having the excavation performed, including related administrative expenses, to the permittee. The director shall so notify the permittee, and the permittee shall be obliged to pay the cost within thirty (30) days following receipt of notification. Disputes over costs assessed shall be subject to the hearing process established under subsection 5-7-5(E) and applicable rules or regulations promulgated under subsection 5-7-5(H) of this Code.

#### **Sec. 5-7-19 WARRANTY OF EXCAVATION; CORRECTION OF DEFECTS.**

Each permittee shall warrant its excavations against all defects in workmanship and materials for a period of two (2) years after final completion. Whenever within the two-year period any portion of the pavement or surface of

any public way excavated under such a warranty is, in the engineering determination of the director, in need of repairs, by reason of any defect in workmanship or materials, the director shall serve upon the permittee a written notice stating the repairs necessary, and requiring the repairs to be made within five (5) days after service of the notice. If the repairs are not timely made, the director shall at once make or cause to the repairs to be made at the expense of the permittee. The expenses, including any related administrative expenses, shall be charged to the permittee, and the permittee is hereby required to pay the cost within thirty (30) days following receipt of notification. Disputes over costs assessed shall be subject to the hearing process established under subsection 5-7-5 (E) and applicable rules or regulations promulgated under subsection 5-7-5 (H) of this Code.

#### **Sec. 5-7-20 WORK REQUIREMENTS.**

- (A) The installation of a utility that crosses the right-of-way at a perpendicular or near perpendicular angle and has an outside diameter of six (6) inches or less will not be permitted to be installed by cutting of the road section. Any exceptions to this will have to be approved by the director.
- (B) Any street excavation/cut shall repair not only the impacted trench but also a full lane overlay for parallel cuts and twelve (12) feet for perpendicular cuts on asphalt streets and shall replace full panels on concrete streets.
- (C) All work shall be completed in accordance with the city's standards specifications and details.
- (D) The permittee and ROW user shall comply with all applicable federal, state and local safety regulations and requirements.
- (E) The permittee shall make the work-site accessible to the city, and others as authorized by law, for inspection at all reasonable times during performance of the work.
- (F) The department may require testing of materials used in construction in or near the right-of-way to determine conformance to required specifications, including, but not limited to, compaction tests on backfill materials, subgrade, aggregate base course, Portland concrete (rigid pavement), asphaltic concrete (flexible pavement) and other construction materials as deemed necessary by the department.
- (G) All work completed by the permittee shall be guaranteed and warranted for a term of no less than twenty-four (24) months from the date the work was completed. This does not prohibit the city from pursuing repairs after this date if it believes there were latent defects in the work completed under this permit.
- (H) At any time, the director may order the immediate cessation of any work which poses a threat to the health, safety or well-being of the public. The

director may revoke the permit of any permittee in any instance where there is a threat to the health, safety or well-being of the public.

#### **Sec. 5-7-21 INSPECTIONS OF EXCAVATIONS.**

- (A) All excavations shall be inspected by the city. Based upon the complexity and nature of the excavation and as specified in the permit, inspections may be required during the performance of the excavation, immediately upon completion of the excavation, or both.
- (B) Consistent with applicable laws, sound engineering practices, and the nature of the excavation, upon approval of the city engineer, the director may, in addition to or in lieu of the inspections called for under subsection (a), require that a permittee, at the permittee's expense, retain a professional engineer licensed in Texas to observe the excavation and, based upon the observations, to provide written certification upon completion of the excavation stating that the public way has been restored in accordance with the drawings and specifications and all other applicable technical requirements.

#### **Sec. 5-7-22 DAMAGE TO FACILITY.**

A permittee who, in connection with an excavation, damages another owner's facility shall immediately notify the director and, to the extent that the owner's identity is reasonably determinable, the owner of the damaged facility.

#### **Sec. 5-7-23 AS-BUILT DRAWINGS AND SPECIFICATIONS.**

Upon final completion of an excavation, the permittee shall provide to the director a set of as-built drawings and specifications for the excavation, which shall be in a form provided by the rules and regulations promulgated under subsection 5-7-5(G) of this Code. In the event that the work was performed exactly in accordance with the drawings and specifications provided with the permit application, then the permittee may so advise the director in writing, and the previously supplied drawings and specifications will be regarded as the as-built drawings and specifications.

#### **Sec. 5-7-24 Reserved.**

**Charter reference—** Control of sidewalks and streets, Art. II, § 9-29.

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 14th day of December, 2015.

**PASSED AND APPROVED** on this the \_\_\_\_th day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Sam Fugate, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

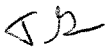
# **AGENDA ITEM #4**

**City of Kingsville**  
**Planning and Development Services**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director 

DATE: December 31, 2015

SUBJECT: Appointment of Brian Coufal to the Planning and Zoning Commission

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**Summary:**

This item allows the City Commission to appoint Brian Coufal to the Planning and Zoning Commission.

**Background:**

The Planning and Zoning Commission are two members short due to the resignation of Albert Garcia and Mario Garcia. He had shown interest in serving on another city appointed board and is willing to serve on the Planning and Zoning Commission if appointed. His resume is attached.

**Financial Impact:**

None

**Recommendation:**

Appoint Brian Coufal to the Planning and Zoning Commission





# Brian Coufal

[REDACTED] (physical) / PO Box 5247 (mailing)

Kingsville, TX 78363

[REDACTED] (cell) / (361) 592-8501 (work)

[bcoufal@fcbot.com](mailto:bcoufal@fcbot.com)

## Professional Experience

### **First Community Bank, Kingsville TX**

2004 to present

Senior Vice President and Branch Manager

- Responsible for all aspects of branch operating and lending functions including maintaining a portfolio of commercial, real estate and consumer loans, marketing and community relations. Direct supervision of 11 employees.

### **Porter, Rogers, Dahlman, & Gordon, P.C., Corpus Christi TX**

2002 – 2004

Associate Attorney

- Represented firm clients in matters related to bankruptcy, creditor, general business, employee, and general civil litigation matters.

### **State Bank of Kingsville, Kingsville TX**

1998 – 1999

Vice President and Cashier

- Responsible for all aspects of branch operations. Direct supervision of 15 employees

### **Kleberg First National Bank, Kingsville TX**

1981 – 1998

Vice President and Comptroller

- Began employment as Motor Bank teller and progressed through general operations service as Auditor, head of Loan Review, and ultimately Comptroller. Responsible for all accounting functions of bank as well as asset integrity. Served as Secretary to the Board and related parent Holding Company. Direct supervision of as many as 25 employees.

## Education

- H.M. King High School, Kingsville TX, diploma *with honors* 1977
- Texas A&I University, Kingsville TX, Bachelor of Science, 1981
- Texas A&I University, Kingsville TX, Master of Business Administration, 1985
- Southwestern Graduate School of Banking, Southern Methodist University, Dallas TX, diploma 1988
- St. Mary's University School of Law, San Antonio, TX, Jurisdoctor *magna cum laude* 2002

## **Current Affiliations**

- President, Kingsville Independent School District Board of Trustees
- Director, Kingsville Economic Development Council
- Treasurer, Kingsville Chorale
- Member, Kingsville Noon Rotary Club
- Advisory Board Member, Texas A&M Kingsville College of Business, Accounting and Finance
- Advisory Board Member, Kingsville Independent School District Career & Technology Department
- Trustee, Dotterweich Memorial Scholarship Fund

# **AGENDA ITEM #5**

**City of Kingsville  
Planning Department**

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**TO:** Mayor and City Commissioners

**CC:** Jesus A. Garza, City Manager

**FROM:** Cynthia Martin, Downtown Manager

**DATE:** December 30, 2015

**SUBJECT:** Continued Participation in the Texas Main Street Program

---

**Summary:**

The City of Kingsville is currently participating in the Texas Main Street Program. Participation in the program requires the City to sign a yearly contract with the Texas Historical Commission (THC). It is time to renew Kingsville's annual commitment to the program.

**Background:**

The program's mission is "to provide technical expertise, resources and support for Texas communities in the preservation and revitalization of historic downtowns and commercial neighborhood districts." The Texas Main Street Program is one of the oldest, largest and most respected Main Street Programs in the nation having been one of the first state programs created in 1981. In 1982, Kingsville was designated a Texas Main Street community. After a lapse in participation, Kingsville rejoined the program in 2011.

**Financial Impact:**

The 2016 annual fee for participation in the Texas Main Street Program is \$535.

**Recommendation:**

It is recommended that the City continue to participate in the Main Street Program. Since rejoining the program in 2011, \$4.3 million of private money has been reinvested in the local downtown business district, 116 jobs and 20 small businesses were created and 2,141 volunteer hours were contributed in support of the program. During that same period, the THC has expanded the Main Street staff to include a planner, an economic development specialist and a small business specialist giving them the ability to offer more services to Main Street communities. Texas Main Street staff dedicate their time and expertise exclusively to Texas' Main Street communities that now number ninety with this year's addition to the program of Brownsville, Corpus Christi, and Sherman.



**RESOLUTION NO. 2016- \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY OF KINGSVILLE TO CONTINUE PARTICIPATION IN THE TEXAS MAIN STREET PROGRAM, AUTHORIZING THE MAYOR TO EXECUTE THE TEXAS MAIN STREET LOCALLY DESIGNATED PROGRAM 2016 CONTRACT, AND DESIGNATING DOWNTOWN MANAGER CYNTHIA MARTIN AS THE MAIN STREET PROGRAM MANAGER FOR THE CITY OF KINGSVILLE TO COORDINATE PROGRAM ACTIVITIES.**

**WHEREAS:** The Texas Main Street Program of the Texas Historical Commission has been created to assist small cities to develop a public/private effort to revitalize their "Main Street" area, and Kingsville was selected in 2011 to participate in the Texas Main Street Program and would like to continue to participate in 2016; and,

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

**WHEREAS:** The Mayor needs to execute the Texas Main Street Locally Designated Program 2016 Contract on behalf of the City to continue participation in this program; and,

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

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

**SECTION 1.** That the City of Kingsville will continue participation in the 2016 Main Street Program with the specific goal of revitalizing the central business district within the context of the preservation and rehabilitation of its historic buildings.

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

**SECTION 3.** That the Mayor be authorized to execute the Texas Main Street Locally Designated Program 2016 Contract on behalf of the City of Kingsville.

**SECTION 4.** That Cynthia Martin, the City's Downtown Manager, be designated to supervise the Main Street Manager activities.

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

**PASSED, APPROVED, AND ADOPTED** by a majority vote of the City Commission this 11<sup>th</sup> day of January, 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## Texas Main Street Locally Designated Program 2016 Contract

### I. PARTIES TO THE CONTRACT

This contract and agreement concerning **Kingsville Main Street Program** is entered into this first day of January 2016 between the **Kingsville Main Street Program** and the Texas Historical Commission Texas Main Street Program (hereinafter referred to as TMSP).

### II. SERVICES TO BE PERFORMED BY TMSP

- A. **Professional development.** The Main Street manager/assistant will attend two Main Street/preservation-specific professional development opportunities in their entirety per year from the list below. Professional development is a scored category in the annual report (see section III.D.8, 9.).
1. TMSP Basic Training (Jan. 26–27, 2016, Georgetown). Required for new managers.
  2. TMSP Winter Professional Development for all managers (Feb. 10–12, 2016, Location TDB).
  3. TMSP Basic Training (Date/Location TDB). Required for new managers who did not attend Basic Training in January.
  4. TMSP Summer Professional Development. (Date/Location TDB).
  5. Texas Downtown Association/Texas Main Street Annual Conference (Nov. 8–11, 2016, Killeen).
  6. National Main Street Conference (May 22–25, 2016, Milwaukee, Wisconsin).
  7. National Preservation Conference of the National Trust for Historic Preservation (Date/Location TDB).

If necessary, experienced managers may substitute non-Main Street specific, relevant professional development for one of the above events with prior approval of the TMSP office.

If a replacement manager is hired who has not previously attended Main Street basic training, the manager is required to attend one series of Basic Training/Professional Development (#1-2 and/or #3-4). A \$500 stipend is charged to the sustaining city for this training series.

To help ensure an effectively-functioning local program, local program boards/volunteers are encouraged to attend any TMSP educational opportunity. No stipend is charged for their participation.

- B. **Brand and Network.** This Contract for Services constitutes recognition of your city as an official Texas Main Street program and allows use of the National Main Street Center brand (see “Name Use Policy” at [www.mainstreet.org](http://www.mainstreet.org)). If participation ceases, the local program may no longer use the term ‘Main Street’ to describe the program. Designation allows full participation in the TMSP network including the Texas Main Street manager electronic listserv and the professional development opportunities noted above.

- C. **On-site visits/technical expertise.** All professional services of the TMSP office are available to designated programs in good standing, including those provided through site visits to address design, economic development and organizational/program capacity issues. Services may include, but are not limited to: façade renderings/technical reports, preservation and historic building expertise by licensed architects and other design professionals; business development and funding advice, board training/program capacity-building and strategic planning.
- D. **Securing a Main Street Manager.** Should a replacement manager be needed, the TMSP can assist with all elements of the hiring process, including creating job descriptions, job posting and interviewing.

### III. **RESPONSIBILITIES OF THE Kingsville Main Street Program**

- A. **Staffing. Kingsville Main Street Program** shall employ a full-time paid program manager who will attend at least two professional development segments as outlined in section II.A. The full-time Main Street position is required for the first three years in the program. If necessary, a small-city program may split the position after the first three years so that the manager may also have specific economic development, tourism or other relevant duties. The position must still remain full time. The local program should move forward in an efficient manner to fill a manager vacancy and the state coordinator should be kept apprised of progress in filling vacancies. An urban program shall additionally employ a full-time assistant program manager who should also participate in the aforementioned professional development.
- B. **Funding.** Regardless of whether the program functions as a non-profit or within local government, **Kingsville Main Street Program** shall continually demonstrate financial commitment and an ability to fund the program to the satisfaction of the TMSP.
- C. **Commitment. Kingsville Main Street Program** agrees to adopt and commit to the national Main Street strategy consisting of the following ten criteria:
  - 1. **Broad-based support for the downtown revitalization process.** The goal is for public and private sectors to understand, be philosophically committed to and commit the maximum resources possible to achieve commercial district revitalization.
  - 2. **Be vision and mission driven.** The vision crystallizes the organization's long-term hopes and the mission provides purpose and direction.
  - 3. **Strategic Plan of Work/Plan of Action.** The program shall operate under a comprehensive work or action plan that provides a blueprint for activities, reinforces accountability and measures success.
  - 4. **Historic preservation ethic.** Historic preservation includes processes for rehabilitating, renovating and restoring older commercial buildings in addition to land use and planning policies that encourage full use of the existing commercial centers and which removes barriers to revitalizing the historic Main Street district. Effective local programs keep abreast of potential and existing activity impacting the physical character of the district involving historic buildings, new construction, public spaces



and infrastructure. Local programs should seek the advice of the TMSP design staff for projects in the Main Street district.

5. **Active volunteers.** Active involvement of and leadership by a board and committee or task volunteers is critical. Board and volunteers should also understand and abide by the Main Street organizational model that differentiates between the roles of volunteers and the program manager.
6. **Adequate operating budget.** To be successful and achieve sustainability, a Main Street Program must have the financial resources necessary to carry out its work plan.
7. **Program Manager.** As outlined in III.A above.
8. **Ongoing education for staff and volunteers.** Outlined in section I.A.
9. **Reporting.** To measure progress, the local program will track statistics such as reinvestment and job/business creation and report them to the state office the 10th of the month following the end of each calendar quarter. Monthly activity reports to track specific goal-based activities are submitted to the TMSP office by the 10th of each month for the previous month. Even if there has not been activity in a month or quarter, the local program will still submit a report noting such. Submission of a Ten Criteria annual report is also required. A local program can be placed on probation, which can result in the suspension of TMSP services, for any of the following reasons:
  - a. Failure to submit an annual Ten Criteria report;
  - b. Failure to achieve Ten Criteria objectives more than two years in a row;
  - c. Failure to submit monthly reports for more than four consecutive months;
  - d. Failure to submit reinvestment reports for more than two consecutive quarters;
  - e. Failure to abide by this Letter of Agreement.

The local program will work with the state coordinator or delegate to overcome these deficiencies. Program termination via decision of a committee comprised of at least two TMSP staff and the division director of the Texas Historical Commission's Community Heritage Development Division is possible if a local program does not exhibit a reasonable attempt toward overcoming deficiencies.

10. **National Main Street membership.** A local program will budget for and membership in the National Main Street Center.

#### IV. **CONTRACT AMOUNT**

**Kingsville Main Street Program** shall pay the Texas Historical Commission (THC) a stipend in the amount of \$535 to defray cost of staff time and expenses for services provided to **Kingsville Main Street Program**.

#### V. **BASIS FOR CALCULATING PAYMENTS**

Payment shall be made to the THC upon execution of this contract in one lump sum of \$535.

#### VI. **TERMINATION**

Either party shall have a right to terminate and bring to an end all performances to be rendered under this contract by notifying the other party in writing at least ten (10) days in advance of the termination date (also see Section III.C.9. of this contract).

**VII. CHANGES AND AMENDMENTS**

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

The term for this Contract for Services for the **Kingsville Main Street Program** is Jan. 1, 2016 to Dec. 31, 2016. The appropriate stipend (attached invoice) is due Jan. 31, 2016.

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

\_\_\_\_\_  
Authorized Signature  
(City Manager, Mayor, or Board Chair)

Date: \_\_\_\_\_

Signer title: \_\_\_\_\_

Signer printed name: \_\_\_\_\_

\_\_\_\_\_  
Debra Drescher, State Coordinator  
Texas Main Street Program

Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Wolfe, Executive Director  
Texas Historical Commission

Date: \_\_\_\_\_

Joe Thrash, Assistant Attorney General  
State of Texas  
Approved as to legal form only

**TEXAS HISTORICAL COMMISSION**  
*real places telling real stories*

**INVOICE**

December 14, 2015

Ms. Cynthia Martin  
Kingsville Main Street Program  
104 E Kleberg Avenue  
Kingsville, TX 78363

**Texas Main Street City participation for 2016**

2016 Contract for Services     \$ 535

**Total due by 1/31/2016:     \$ 535**

Please make check payable to: Texas Historical Commission

Remit to:                      Texas Main Street Program  
                                        P. O. Box 12276  
                                        Austin, TX 78711-2276

Please call Kimberly Klein at 512.463.6092 with any questions.



# **AGENDA ITEM #6**

**City of Kingsville  
Legal Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Courtney Alvarez, City Attorney

DATE: December 31, 2015

SUBJECT: 13<sup>th</sup> Annual Ride on the Wild Side Charity Bike Event

---

**Summary:**

The Noon Lion's Club is seeking the City's sponsorship in the Annual Ride on the Wild Side charity bike tour through the King Ranch on April 30, 2016. This will be the 13<sup>th</sup> year the City has participated in this event.

**Background:**

The Noon Lion's Club requests the City participate by allowing the use of city streets for the tour, providing cones and one police officer to escort the riders as they go through town (if needed), and having an ambulance on stand-by for the event. The City's participation will allow the KCVB to obtain an insurance rider, which is required by the Ranch. The bike route will be well staffed with Noon Lion's Club volunteers and other volunteers as well. Proceeds from this charity bike ride benefit the Lion's Disabled Children's Camp in Kerrville, of which Kingsville disabled children directly benefit.

The Noon Lion's Club requests the City participate by allowing the use of city streets for the tour, providing cones and one police officer to escort the riders as they go through town (if needed), and having an ambulance on stand-by for the event. The City's participation will allow the KCVB to obtain an insurance rider, which is required by the Ranch. The bike route will be well staffed with Noon Lion's Club volunteers and other volunteers as well. Proceeds from this charity bike ride benefit the Lion's Disabled Children's Camp in Kerrville, of which Kingsville children directly benefit.

P.1



**City of Kingsville  
Legal Department**

Also, as was done previously, the King Ranch is requesting the City execute the attached Permission and Indemnity Agreement for this year's bike ride as well.

**Financial Impact:** None.

**Recommendation:** Authorize participation in the event and approve execution of the indemnity agreement with the King Ranch.



**RESOLUTION #2016-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF KINGSVILLE AUTHORIZING PARTICIPATION IN THE 13<sup>th</sup> ANNUAL RIDE ON THE WILD SIDE CHARITY BIKE RIDE AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INDEMNITY AGREEMENT WITH THE KING RANCH FOR SAID EVENT.**

**WHEREAS**, the City of Kingsville is participating in the 13<sup>th</sup> Annual Ride on the Wild Side Charity Bike event with the Kingsville Noon Lions Club;

**WHEREAS**, the charity bike event benefits local youths and the ride takes place through part of the King Ranch;

**WHEREAS**, the King Ranch requires an Indemnity Agreement and insurance coverage for the event, which the City has historically provided.

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

I.

**THAT** the City Commission authorizes participation in the 13<sup>th</sup> Annual Ride on the Wild Side Charity Bike Event and authorizes the City Manager, as an act of the City, to execute the Indemnity Agreement with the King Ranch for the 2016 Ride on the Wild Side Charity Bike Event, as per the attached.

II.

**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 11th day of January, 2016.

\_\_\_\_\_  
Sam R. Fugate

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## PERMISSION AND INDEMNITY AGREEMENT

In consideration for King Ranch, Inc.'s permission (evidenced by its execution below) for a portion of the Ride On The Wild Side Charity Bike Ride (or similarly named event) ["Bike Ride"] (with participation/sponsorship by the Kingsville Noon Lions Club & the City of Kingsville) to be held on the premises of King Ranch, Inc. in or about April 30<sup>th</sup> of 2016, the sufficiency and adequacy of which consideration is hereby acknowledged, the City of Kingsville, Texas, hereby unconditionally and irrevocably agrees to defend, indemnify and hold harmless King Ranch, Inc., its directors, employees, shareholders and agents from and against any and all claims based on, or arising out of, personal injury (including death) to, and/or property damage of, any of the participants, support personnel or other individuals participating in, observing as by-stander of, or providing organizational or other support or safety services for, the above Bike Ride, including the arrival to or departure from the above Bike Ride and all other ancillary and related activities related to the Bike Ride. **The foregoing defense, indemnity and holding harmless shall apply in full force and effect despite any sole, joint or concurrent negligence, strict liability or other fault of any of the above indemnified persons.**

At least 30 days prior to the Bike Ride, the City of Kingsville shall provide a certificate of insurance to King Ranch, Inc. in a form and from an insurer acceptable to King Ranch, Inc. showing contractual indemnity insurance coverage in the amount of at least \$5,000,000 per claim or occurrence for general liability, automobile liability and law enforcement liability, to cover this contractual indemnity agreement. Such certificate shall require the insurer to provide King Ranch, Inc. at least 30 days prior written notice of any change, deletion or expiration to such coverage and terms and such insurance and certificate shall indicate that such coverage for the contractual indemnitees is primary and shall respond without contribution from any other insurance of such indemnitees.

The Bike Ride's sponsors shall obtain and provide King Ranch, Inc. waivers of liability, on forms approved by King Ranch, Inc., executed by all Bike Ride participants in the Bike Ride.

Executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

City of Kingsville, Texas, by:

King Ranch, Inc.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



## WAIVER & RELEASE

In consideration for my participation in the bicycle tour event known as "A Ride on the Wild Side" which will be held Saturday, April 30, 2016, on King Ranch and areas in and around Kingsville, Texas, I hereby agree to this Waiver and Release. I fully realize the dangers of participating in a bicycle ride and fully assume the risk associated with such participation, including by way of example and not limitation, the following: the danger of collision with pedestrians, vehicles, other riders and fixed and moving objects; the danger rising from surface hazards, equipment failure, inadequate safety equipment, and weather conditions; and the possibility of serious physical and/or mental trauma or injury associated athletic cycling participation. I hereby waive, release and discharge for myself, my heirs, executors, administrators, legal representatives, signers, successors in interest any rights and claims which I have or which may hereafter accrue to me against the sponsors of this event, the organizers, and any promoting organizations, property owners (including King Ranch Inc. and its directors, employees, shareholders, and agents), law enforcement agencies, all public entities, special districts, and the Kingsville Noon Lions Club, through or by which the event will be held for any and all claims **(including those caused by the Negligence and Gross Negligence of such released persons)** for all damages arising out of personal injury (including death) or property damage which may be sustained by me directly or indirectly in connection with the event, or travel to or return from the event. I agree it is my sole responsibility to be familiar with the ride and operation of my bicycle so as to neither endanger others or myself. I accept responsibility for the condition and adequacy of the equipment I use to participate in the charity bicycle ride and I will wear an ANSI approved helmet at all times while riding my bicycle during such ride. I have no physical or mental condition which, to my knowledge, would endanger others or myself if I participate in this event. I understand and agree that I will be financially responsible for any loss or damage caused by my actions during the event. I further understand and agree with all the terms and conditions of this Waiver and Release.

I have read and I agree to the stated terms and conditions above.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Parent or Guardian if under 18:**

I have read and agree to the stated terms and conditions above and hereby acknowledge the authorization for my: \_\_\_\_\_,

Relationship

Name: \_\_\_\_\_ to participate in this event. I also authorize the medical treatment for any injuries sustained during this bicycle tour on King Ranch and areas in and around Kingsville, Texas.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**Make check payable to "Kingsville Noon Lions Club" and mail with completed form to:**

Kingsville Noon Lions Club  
1010 E. Fordyce  
Kingsville, TX 78363

# **REGULAR AGENDA**

# **AGENDA ITEM #7**



# Purchasing/IT Department

361-595-8025  
361-595-8035 Fax

DATE:

TO: City Commission through City Manager

FROM: David Mason, Purchasing Director

SUBJECT: Engineering Services-CDBG RFQ 16-03

## **SUMMARY**

This items provides staff recommendation for RFQ 16-03 Engineering Services related to engineering design for the Texas Department of Agriculture Community Development Block Grant (TDA CDBG). The grant is for replacement of 3,100 l.f. of 8" water line, hydrants, service connections, etc. along Armstrong Street from Kenedy Avenue to Caesar Avenue. The grant must be managed by a TDA approved firm of which both respondents meet that requirement. RFQ Review Committee consisted of Jesús Garza, City Manager; Charlie Cardenas, City Engineer; Deborah Balli, Finance Director; Tom Ginter, Director of Development Services with David Mason, Purchasing /IT Director serving as a non-voting facilitator.

## **BACKGROUND**

Evaluation Criteria	Max Pts. Per Evaluator	Max Pts. Total	Alpha Engineering	LNV Engineering
<i>Experience</i>	60	300	276	295
<i>Work</i>				
<i>Performance</i>	25	125	108	114
<i>Capacity</i>				
<i>To</i>				
<i>Perform</i>	15	75	66	71
<b>TOTAL</b>	100	500	450	480

## **FINANCIAL IMPACT**

The award will expend \$10,000 of the \$60,000 of the matching funds provided by the City of Kingsville for this grant. The other \$50,000 in matching funds will be used for other items during the construction phase as shown on the budget page.

## **RECOMMENDATION**

It is recommended the award for RFQ 16-03 Engineering Services for the TDA CDBG grant be awarded to LNV Engineering, the most highly qualified provider based on demonstrated competence and qualifications. Staff will negotiate a contract for a fair and reasonable price not

to exceed the allotted amount. If these negotiations fail, staff will begin negotiating with the next choice. This item authorizes the award to negotiate and the contract to be negotiated.

**City of Kingsville Grant Budget**

Project Activities	Contract Funds	Other Funds <sup>1</sup>	Total Funds
Construction	\$221,500	\$50,000	\$271,500
Engineering	\$45,500	\$10,000	\$55,500
Administration	\$33,000	\$0	\$33,000
<b>TOTALS</b>	<b>\$300,000</b>	<b>\$60,000</b>	<b>\$360,000</b>
<sup>1</sup> City of Kingsville Utility Fund			

**RESOLUTION #2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR PROFESSIONAL SERVICES BETWEEN CITY OF KINGSVILLE AND LNV, INC. FOR ENGINEERING SERVICES FOR WATER SYSTEMS IMPROVEMENTS PROJECT TXCDBG #7215270; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville desires to have engineering work done for water system improvements with funding for such project coming from a Texas Department of Agriculture Community Development Block Grant #7215270;

**WHEREAS**, after advertising and scoring requests for qualification for engineering services, the City Commission on December 14, 2015 authorized staff to negotiate a contract with the applicant scoring the highest in the RFQ process, which was LNV, Inc.;

**WHEREAS**, the City and LNV, Inc. have worked to prepare a Contract for Professional Services between the City of Kingsville and LNV, Inc. for engineering services for water system improvements 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 City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Contract for Professional Services between the City of Kingsville and LNV, Inc. for engineering services for Water Systems Improvements Project TxCDBG #7215270 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  
\_\_\_\_ 11th day of \_\_\_\_ January \_\_\_\_\_, 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF KINGSVILLE, TEXAS

AND



FOR

Water Systems Improvements Project

TXCDBG Project No: 7215270

DECEMBER 2015



## PART I AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between THE CITY OF KINGSVILLE, TEXAS, 200 E. Kleberg Avenue, Kingsville, Texas 78363, hereinafter called the "City", acting herein by Sam R. Fugate, Mayor, hereunto duly authorized, and LNV, INC., 801 Navigation Suite 300, Corpus Christi, Texas 78408, hereinafter called "Firm", acting herein by Juan A. Pimentel P.E., Vice President, procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services".

WITNESSETH THAT:

WHEREAS, the City of Kingsville desires to implement an Engineer Service Contract the following: water improvements under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program of the Texas Department of Agriculture (TDA); and Whereas the City desires to engage Engineer to render certain services in connection with the TxCDBG Project, Contract Number 7215270.

NOW THEREFORE, the parties do mutually agree as follows:

1. Definitions:

Throughout this document:

- a. "Agreement" refers to this contract between the City and the Firm to assist with the engineering of all or any portion of a community development block grant from the Texas Department of Agriculture.
- b. "Firm" refers to the professional services provider engaged to assist the City with the engineering of all or a portion of a community development block grant from the Texas Department of Agriculture.
- c. "Parties" refer to the Firm and the City.

NOW THEREFORE, the parties do mutually agree as follows:

2. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

3. Time of Performance - The services of ENGINEER shall commence on the date above first given for the execution of this agreement. In any event, all of the services required and performed hereunder shall be completed no later than October 2017.
4. Local Program Liaison - For purposes of this Agreement, the City Manager 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.
3. Access to 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 above shall be furnished to ENGINEER by the City and its agencies. No charge will be made to ENGINEER for such information and the City and its agencies will cooperate with ENGINEER in every way possible to facilitate the performance of the work described in the contract.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall conform to Part III of this Contract. Payment to (person/firm) shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.
5. Indemnification - ENGINEER 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 them, 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 in 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 insure 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 not 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 an incorporated into this Agreement.
7. Terms and Conditions - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

**CITY OF KINGSVILLE**

**LVN, Inc.**

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

BY: \_\_\_\_\_  
Juan A. Pimentel, Vice President

**NOTE:** This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification.

**END OF PAGE**

**PART II**  
**PROFESSIONAL ENGINEERING/ARCHITECTURAL SCOPE OF SERVICES**

The Engineering Firm shall render the following services necessary for the development of the project:

#### SCOPE OF SERVICES

1. Attend preliminary conferences with the Grant Recipient regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the CDBG project and, if applicable, furnish to the Grant Recipient:
  - Name and address of property owners;
  - Legal description of parcels to be acquired;
  - Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Grant Recipient providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Grant Recipient's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Grant Recipient, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 30 days of contract execution.
6. Furnish the Grant Recipient copies of the preliminary report, if applicable (additional copies will be furnished to the Grant Recipient at direct cost of reproduction).
7. Furnish the Grant Recipient a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by the Texas Department of Agriculture - Office of Rural Affairs (TDA - ORA). The format for this report is attached to this Agreement as Part IV.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Engineering Firm shall also furnish to the Grant Recipient an updated written Estimate of Probable Costs for the Project.
10. Ensure 10-day call is submitted to confirm prevailing wage decision issued by TxCDBG.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish Construction Contractor eligibility verification.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Start of Construction Notice to TCDBG and Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
19. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond that have TxCDBG approval.
20. Make periodic visits, no less than every 15 days during the construction period, to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
21. Consult with and advise the Grant Recipient during construction; issue to contractors all instructions requested by the Grant Recipient; and prepare routine change orders if required, at no charge for engineering services to the Grant Recipient when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process change orders approved by Grant Recipient and the project engineer and submit to TxCDBG for approval prior to execution with the construction contractor.

22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the Construction Contractor.
24. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the Grant Recipient, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the Grant Recipient and approval by TxCDBG, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the Grant Recipient with a set of "record drawings" plans.
29. The Engineer will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the owner. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.
30. Engineering retainage: Ensure that all engineering invoices include at least 5% retainage withheld. Before the retainage fees for engineering or architectural contracts are released, a complete and executed Certificate of Construction Completion shall be received by the Department and the Contractor shall certify it has received as-built plans for this contract's funded construction activities.
31. The Engineer shall provide to the Department a plan approval letter or evidence that the plans and specifications for construction of, improvements to or the renovation of buildings, described in Exhibit A of State Contract and located on the Company's project site, have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code and the rules promulgated pursuant to this Chapter. Evidence that the TDLR received this documentation is proof of payment (i.e. paid receipt, canceled check, wire transfer receipt) and a copy of the submitted TDLR application form.
32. The plans and specifications shall be sent to the TDLR, Architectural Barriers Division, P.O. Box 12157, Austin, Texas, 78711.
33. The Engineer shall provide the Department a copy of the site plan for the completed improvements specified in Exhibit A of State Contract within sixty (60) days of construction completion, but no later than thirty (30) days prior to Date of Termination.
34. Engineer shall provide a final plan approval letter from TDLR once the project is accepted.
35. Make reasonable efforts to ensure that scope of services are provided to meet the project implementation schedule as approved by the TxCDBG for TxCDGG Project No.7215270.

#### CONSTRUCTION CONTRACTS AND SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Grant Recipient.

2. The Engineer shall, prior to proceeding with the work, notify Grant Recipient in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If at any time during progress of the work, the Grant Recipient determines that any subcontractor is incompetent or undesirable, the Grant Recipient will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Grant Recipient.
4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to TxCDBG and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the Grant Recipient including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring compliance with the following:
  - The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
  - Executive Order 11246 - Equal Employment Opportunity.
  - Copeland Anti-Kickback Act.
  - Davis-Bacon Act – prime contractor contracts in excess of \$2,000.
  - Section 103 and 107 of the Contract Work Hours and Safety Standards Act – contracts in excess of \$2,000.
  - A provision recognizing mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
  - Section 3 of the Housing and Urban Development Act of 1969.
  - Title VI of the Civil Rights Act of 1964.
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Grant Recipient, TxCDBG, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Grant Recipient has made final payment to the Contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the Grant Recipient in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Grant Recipient and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Grant Recipient shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the Grant Recipient under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Grant Recipient, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

<b>NOTE:</b> This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification.
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**END OF PAGE**

**PART III -- PAYMENT SCHEDULE  
PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES**

Grant Recipient shall reimburse LVN, Inc. for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
* Approval of Preliminary Engineering Plans and Specifications by Grant Recipient.	20%
* Approval of Plans and Specifications by Regulatory Agency(ies).	20%
* Completion of bid advertisement and contract award.	10%
* Completion of Substantial completion.	35%
* Completion of Final Closeout Assessment and submittal of "As Builts" to Grant Recipient.	5%
* Completion of final inspection and acceptance by the Grant Recipient.	10%
<b>Total</b>	<b>100%</b>

**NOTE:** Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Engineering/Architectural Scope of Services

**BASIC SERVICES**

Design and Bidding Phase	\$ 30,000.00
Construction Phase	\$ 5,000.00
Final Inspection and Acceptance Phase	\$ 5,000.00
Sub Total	\$ 40,000.00

**SPECIAL SERVICES**

Design Surveys	\$ 2,500.00
Construction Observation	\$ 7,500.00
Sub Total	\$ 10,000.00
<b>Total</b>	<b>\$50,000.00</b>

## PART IV TERMS AND CONDITIONS

### PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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 Contract by the Firm, and the City may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City from the Firm is determined.

2. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the Firm. If the Contract is terminated by the City as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Resolution of Program Non-compliance. In the event of any dispute, claim, question, or disagreement arising from or relating to determining the party responsible for any disallowed costs as a result of non-compliance with federal, state, or program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
4. Changes. The City may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City and the Firm, shall be incorporated in written amendments to this Contract.
5. Personnel.
  - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. 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 his/her 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 Contract 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 Contract.



6. Assignability. The Firm shall not assign any interest on this Contract, 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 Contract 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 Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
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 OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. 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 Contract. City 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.
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 Contract 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 Contract.
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 TxCDBG award between TDA 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 TxCDBG award between TDA 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.
  - c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA 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 TxCDBG award between TDA 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 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). 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."

14. Equal Employment Opportunity. 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, creed, sex, color, handicap 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, creed, sex, color, handicap 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 by the City setting forth the provisions of this non-discrimination clause.
  - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
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, 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. Section 109 of the Housing and Community Development Act of 1974.

- a. No person in the United States shall on the ground of race, color, 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.
20. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
  - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract 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 C.F.R. 235, and all applicable rules and orders of TxCDBG issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
  - c. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Firm will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
21. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers
  - a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Firm agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - d. The Firm will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
22. Interest of Members of a City. 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 the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. And the Firm shall take appropriate steps to assure compliance.
23. Interest of Other Local Public Officials. No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, 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 Contract; and the Firm shall take appropriate steps to assure compliance.

24. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.
25. Primary Contact. The Client's contact person with the Consultant shall be the Principal in Charge, Juan A. Pimentel, Vice President, 801 Navigation, Suite 300, Corpus Christi, Texas 78408, (361) 883-1984.

**END OF PAGE**

# **AGENDA ITEM #8**



# Purchasing/IT Department

DATE: December 3, 2015  
TO: City Commission through City Manager  
FROM: David Mason, Purchasing/IT Director  
SUBJECT: Professional Services-CDBG-RFP 16-02

## **SUMMARY**

This items provides staff recommendation for RFP 16-02 Professional Services related to grant management for the Texas Department of Agriculture Community Development Block Grant (TDA CDBG). The grant is for replacement of 3,100 l.f. of 8" water line, hydrants, service connections, etc. along Armstrong Street from Kenedy Avenue to Caesar Avenue. The grant must be managed by a TDA approved firm of which both respondents meet that requirement. RFP Review Committee consisted of Jesús Garza, City Manager; Charlie Cardenas, City Engineer; Deborah Balli, Finance Director; Tom Ginter, Director of Development Services with David Mason, Purchasing /IT Director serving as a non-voting facilitator.

## **BACKGROUND**

Evaluation Criteria	Max Pts. Per Evaluator	Max Pts. Total	Grant Works	Community Development Services
<i>Experience</i>	30	150	<b>145.00</b>	129.00
<i>Work Performance</i>	30	150	<b>125.00</b>	133.00
<i>Capacity To Perform</i>	20	100	<b>94.00</b>	80.00
<i>Proposed Cost</i>	20	100	<b>86.35</b>	100.00
<b>TOTAL</b>	100	500	<b>450.35</b>	442.00

## **FINANCIAL IMPACT**

This item does not expend the City's budgeted funds. While the City is providing matching funds of \$60,000 for this grant, the \$33,000 for grant management services will be paid from the awarded grant funds as shown on the budget page.

## **RECOMMENDATION**

It is recommended the award for RFP 16-02 Professional Services for management of the TDA CDBG grant be awarded to GrantWorks, 2201 Northland Drive, Austin, TX 78756.

### City of Kingsville Grant Budget

Project Activities	Contract Funds	Other Funds <sup>1</sup>	Total Funds
Construction	\$221,500	\$50,000	\$271,500
Engineering	\$45,500	\$10,000	\$55,500
Administration	\$33,000	\$0	\$33,000
<b>TOTALS</b>	<b>\$300,000</b>	<b>\$60,000</b>	<b>\$360,000</b>
<sup>1</sup> City of Kingsville Utility Fund			

**RESOLUTION #2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A GRANT ADMINISTRATION SERVICES AGREEMENT BETWEEN CITY OF KINGSVILLE, TEXAS AND GRANTWORKS, INC. (FOR TXCDBG #7215270); REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville has been awarded a Texas Department of Agriculture Community Development Block Grant #7215270 for water systems improvements and desires to hire a grant administrator to assist with grant compliance for this project with funding for such services coming from the grant;

**WHEREAS**, after advertising and scoring requests for proposals for grant administration services, the City Commission on December 14, 2015 authorized staff to negotiate a contract with the 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 the water system improvements grant (TXCDBG #7215270) 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 City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Grant Administration Services Agreement between the City of Kingsville, Texas and GrantWorks, Inc. for grant administration services for Water Systems Improvements Project TxCDBG #7215270 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  
11th day of January, 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**GRANT ADMINISTRATION SERVICES AGREEMENT  
BETWEEN  
THE CITY OF KINGSVILLE, TEXAS  
AND  
GRANTWORKS, INC.**

THIS AGREEMENT, MADE THIS 14TH DAY OF DECEMBER, 2015 BY AND BETWEEN THE CITY OF KINGSVILLE, Texas, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services"

**I. SCOPE OF BASIC SERVICES**

Consultant agrees to render Client grant administration services for Client's 2015 Program Year Texas Community Development Block Grant Program Contract Number 7215270 - Community Development Fund (the "Contract"), as administered by the Texas Department of Agriculture - Office of Rural Affairs (the "Department"), as provided in the provisions titled, "Part III, Scope of Basic Services" 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 upon receipt by the Client of an executed Contract between the Client and the Department. 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 is administratively closed, as defined by Department, whichever is later.

**III. COMPENSATION AND METHOD OF PAYMENT**

For and in consideration of the foregoing, Client agrees to pay Consultant a base fee of Thirty Thousand Seven Hundred and Fifty and no/100 Dollars, (\$30,750.00) in accordance with the following schedule. All payments are conditioned upon submission by Consultant of Invoices and receipt of grant funds by Client. 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 Department or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

1	Establish files, record keeping system, and accounting system, complete environmental exemption and civil rights requirements	\$9,225.00
2	Prepare Environmental Review Record, Coordinate Environmental Notices	\$6,150.00
3	Complete Start of Construction Documents	\$6,150.00
4	25% of Grant funds Requested and Admin. Activities* To Date	\$3,075.00
5	75% of Grant funds Requested and Admin. Activities* To Date	\$3,075.00
6	Submit Project Completion Report and Administrative Closure	\$3,075.00
	<b>Contract Amount</b>	<b>\$30,750.00</b>

\*Administrative Activities include General Administration, Financial Management, Basic Acquisition, and Construction Phase Management services as referenced in the attached Part III—Scope of Grant Administration 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 Basic Services; these will be paid for by the Client at an hourly rate of Seventy-five and no/100 Dollars (\$75.00).

1. Services resulting from significant changes in general scope of project necessitating the revision of previously accepted reports, documents, and studies or requiring programmatic amendments to Client's Contract with the Department.
  2. Reassessment of the environmental assessment procedures, republication of environmental notices, and other actions necessary to re-secure clearance from the Department required by an amendment, other Contract modification, or a change in Department policy or practice.
  3. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in Department policy or practice.
  4. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
  5. Additional services resulting from new or revised program guidelines or regulations as mandated by the state or federal administering agency during the term of this Agreement.
  6. Additional monitoring visits (other than the normal interim and final) which are conducted by the state or federal administering agencies as necessitated by actions or non-actions other than those of the Consultant.
  7. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
  8. 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.
  9. 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 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. Primary Contact. The Client's contact person with the Consultant shall be the City Engineer.
- 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 Department. 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. Alternative Dispute Resolution. 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, 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 certified attorney-mediator, mutually agreeable individual in Nueces or Kleberg County, 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" and "Part III Scope of Basic Services," 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**  
**PO Box 1458**  
**Kingsville, Texas 78364-1458**

**BY:**

**Bruce J. Spitzengel**  
**President**

**BY:**

**Mayor**

**ATTEST:**

**BY:**

**City Secretary**

**AGREEMENT FOR ADMINISTRATIVE MANAGEMENT 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, approved 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 (formerly 24 CFR §85.36(i)(11)), 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 (formerly 24 CFR §85.36(i)(10)), during the Agreement's time of performance the grantee, the sub grantee, the Federal grantor agency, 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.
3. **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.
4. **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.
5. **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.

6. **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.
7. **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 Department 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 Department 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 Department 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.
8. **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 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). 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."
9. **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, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  - B. **Section 504 Rehabilitation Act of 1973, as amended.** The Contractor 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 Contractor 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.

- a. 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, religion, sex, color, 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, creed, sex, color 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 by the Client setting forth the provisions of this non-discrimination clause.
- ii. The Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity or national origin.
- iii. The Consultant will cause the foregoing provisions in this Section to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- iv. The Consultant will include the provisions i. through iii. in every subcontract or purchase order unless exempted.

10. 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 C.F.R. 135, and all applicable rules and orders of the Department 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 C.F.R. 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 C.F.R. 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 C.F.R. Part 135, and all applicable rules and orders of the Department 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 C.F.R. 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).

## **AGREEMENT FOR GRANT ADMINISTRATION SERVICES**

### **PART III - SCOPE OF BASIC SERVICES**

Note: Listed services may not be required for this Texas CDBG project, particularly those listed in Sections E, F, G and H. Consultant shall furnish only those services appropriate to the project.

**A. General Administration**

1. Provide general advice to the Client and its staff with respect to the implementation of the project and regulatory matters.
2. Furnish forms, policies, and procedures for implementation of the project.
3. Provide technical assistance to Client personnel who will be directly involved in the program for routine tasks, using the Texas Community Development Block Grant Program (Texas CDBG) - Project Implementation Manual (PIM).
4. Assist Client in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
5. Serve as liaison for the Client during normal monitoring visits by staff representatives from either the Texas Department of Agriculture - Office of Rural Affairs (Department) or the U.S. Department of Housing and Urban Development (HUD).
6. Assist Client in meeting all special condition requirements identified in the Department contract.
7. Prepare and submit to Department Client's required Quarterly Progress Reports and Financial Interest Reports.
8. Assist Client in meeting citizen participation, personnel, and Section 504 requirements as may be required for participation in the Texas CDBG program.
9. Assist Client in preparing Contract Amendments and Modifications along with related documentation, public hearings, and notices as requested by Client.\*
10. Other general administration tasks not listed here that are requested by Client and agreed to in writing by Consultant.

**B. Financial Management**

1. Assist Client in proving its ability to manage the grant funds to the state's audit division.
2. Assist Client in establishing and maintaining a Direct Deposit account and/or separate local bank account, journals and ledgers.
3. Assist Client in submitting the Direct Deposit Authorization Form and/or Depository/Authorized Signatory form to Department.
4. Assist Client in preparation of drawdown requests from Department and disbursements of funds within the allotted time period.
5. Assist the Client in establishing procedures to handle the use of any Texas CDBG program income.

**C. Environmental Review\***

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other interested parties.
3. Coordinate any third-party professional services required to complete the assessment (third-party professional services are outside the scope of this agreement and their costs shall not be borne by Consultant, see Section IV of this Agreement)
4. Document consideration of any public comments.
5. Assist with compliance with Executive Order 11988 for projects located in flood plain.
6. Prepare and submit related public notices.
7. Prepare Request for Release of Funds and Certifications.

**D. Basic Acquisition Activities\*\***

1. Prepare required acquisition report(s).
2. Advise Client of general procedures required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as they pertain to the project.

**E. Construction Phase Management—Force Account (if required)\***

1. Assist Client in determining whether and/or what Texas CDBG contract activities will be carried out in whole or in part via force account labor.
2. Assist Client in determining whether or not it will be necessary to hire temporary employees to specifically carry out Texas CDBG contract activities.
3. Assist Client in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.

F. Construction Phase Management—Bid/Contract Type (if required)

1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity.
2. Assist Client in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
3. Provide assistance to or act as local labor standards officer for this project.
4. Select and verify wage rate with Department.
5. Request bid packet, bid advertisement, bid tabulation, and contract prepared by engineer to review upon receipt for compliance with Texas CDBG requirements.
6. Make ten-day call to Department.
7. Verify construction contractor and any subcontractors for eligibility.
8. Submit start of construction documents to Department.
9. Attend (conduct if necessary) pre-construction conference and prepare minutes.
10. Review weekly payrolls and conduct compliance follow-ups.
11. Submit any additional classifications to Department.
12. Coordinate employee interviews to evaluate Davis-Bacon wage compliance.
13. Request from engineer and upon receipt process and submit change orders to Department.
14. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.

G. Construction Phase Management—Housing Rehabilitation/On-Site Sewage Facility (if required)

1. Assist Client in documenting compliance with all federal and state requirements related to equal employment opportunity, minimum wage and overtime pay requirements
2. Develop/edit Housing/OSSF Program Guidelines
3. Coordinate with client personnel on guidelines, process/procedures
4. Publicize and conduct program applicant in-take sessions
5. Review program applications for eligibility
6. Track then score/rank completed, eligible participant applications for Client approval
7. Develop/coordinate applicant agreements
8. Coordinate procurement of third-party experts as needed (lead paint, soil/site evaluator)
9. Coordinate with local officials as needed (inspection, permitting)
10. Develop bid packages
11. Verify construction contractor and any subcontractors for eligibility with Department
12. Conduct pre-construction conferences
13. Process and submit change orders to Client and Department
14. Conduct (Housing) or coordinate (OSSF) required inspections
15. Obtain final permit/inspection reports and submit to Department

H. Service Line Replacement on Private Property (if required)

1. Assist Client in establishing local program guidelines.
2. Prepare proposed guidelines for review by Client and Department.
3. Prepare resolution for Client adopting local program guidelines.

I. Equal Opportunity/Fair Housing

1. Maintain documentation of all project beneficiaries by ethnicity and gender.
2. Prepare Section 3 and Affirmative Action Plan.
3. Prepare all Section 504 requirements.
4. Assist the Client in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.

5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

J. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, including General Report, Beneficiary Report, and Financial Interest Reports, documentation of fair housing activities, citizen participation and equal rights, and Certificate of Completion.
2. Assist Client in responding to any monitoring and audit findings and resolving any third party claims.
3. Provide auditor with Texas CDBG audit guidelines.

\*Services related to contract amendments or modifications, reassessment of the Environmental Review Record resulting from a contract amendment, or documentation of in-kind contributions or force account labor exceeding \$25,000 may be subject to additional charges payable to GrantWorks (see Section IV of this Agreement).

\*\*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. If additional acquisition services are required, including any or all of the following activities, an additional charge may be negotiated with the Client: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations, securing signatures, filing of records, securing appraisals or surveys, providing market value estimates, coordinating with appraisers, surveyors, or other third parties. These additional charges will be paid using grant funds if available. At its sole discretion, GrantWorks may choose to donate any additional acquisition services in the interest of successful program implementation and enhanced client relationship. However, costs for any third-party acquisition services shall be the Client's responsibility.

**Additional 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.

# **AGENDA ITEM #9**

**City of Kingsville**  
**Purchasing/IT Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

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

DATE: December 31, 2015

SUBJECT: Utility Fund Budget Amendment

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**Summary:**

This item authorizes funding the purchase of chemicals for copper removal and for engineering services to evaluate effluent copper limitations at the 3MGD WWTP in order to obtain long-term compliance with water quality-based effluent limitations for copper in the Wastewater Department.

**Background:**

This action is based on exceeding effluent copper limitations at the North Wastewater Treatment Plant.

**Financial Impact:**

This will reduce Utility Fund fund balance by \$136,350.00. Increase Chemicals account 051-5-700.1-214.00 by \$99,000.00 to purchase specialty chemicals for copper removal during the treatment process. Increase Professional Services account 051-5-700.1-314.00 by \$37,350.00 for engineering and sampling services for copper investigation.

**Recommendation:**

Staff is recommending the continued purchase of the chemical Hydrex-8909 for the removal of copper through the treatment process reducing effluent copper levels to be within permit compliance. Staff is also recommending professional consulting services to assist in the long-term remediation of high copper levels in the Wastewater collection system.



**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 UTILITY FUND BUDGET FOR CHEMICALS AND ENGINEERING SERVICES TO EVALUATE EFFLUENT COPPER LIMITATIONS AT THE NORTH WASTE WATER TREATMENT PLANT.**

**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 2015-2016 budget be amended as follows:

**CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT**

Dept. No.	Department Name:	Account Name:	Account Number:	Budget Increase	Budget Decrease
<hr/>					
<b>Fund 051 Utility Fund</b>					
<u>Capital</u>					
2		Unrestricted Fund Balance	61004		<u>\$136,350</u>
 <u>Expenses</u>					
5-7001	North WW	Chemicals	21400	\$99,000	
5-7001	North WW	Professional Services	31400	<u>\$37,350</u>	
				<u>\$136,350</u>	

[To amend the City of Kingsville FY 15-16 Utility Fund Budget for the purchase of chemicals for copper removal and engineering services to evaluate the effluent copper limitations at the North Waste Water Treatment Plant as per the attached memo provided by the Director of Public Works/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 11<sup>th</sup> day of January, 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 #10**

**City of Kingsville  
Finance Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Finance Director

DATE: January 6, 2015

SUBJECT: Notice of Intent to Issue Certificates of Obligation

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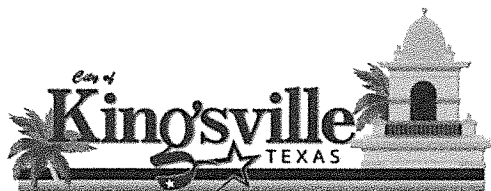
**Summary:**

With the reduction of our debt service and recent assumption changes in our forecast model, the City of Kingsville has debt capacity to issue \$6.33 Million in Certificates of Obligation to fund various projects.

**Background:**

As debt service is reduced, there is opportunity to issue new debt to fund projects that cannot be funded through normal revenue streams. This opportunity provides the ability to address the following projects:

- Park Improvements of \$2,250,000 which include:
  - Streets & parking improvements at Dick Kleberg Park
  - Parking lot improvements at other park facilities
  - Pier enhancements
  - Skate Park
  - Splash Pad
  - Brookshire Pool renovations
  - Building improvements
  - Equipment barn improvements
  - Field improvements
  - Park Master Plan
- Downtown revitalization of \$1,000,000
- New City Hall landscaping & Cottage Building remodel of \$800,000
- Public Works projects of \$1,000,000 which include:
  - Roof replacement at Public Works
  - Brush truck and 3 replacement beds



**City of Kingsville**  
**Finance Department**

- Brush box burner
  - Pro Patcher
  - Phase 1 of 6<sup>th</sup> street overlay
- Police Department emergency communication upgrades of \$500,000
- Fire Department projects of \$500,000 which include:
  - Emergency communication upgrades
  - Fire Station 1 improvements
  - Ambulance and EMS equipment
- Golf Course Improvements of \$250,000 which include:
  - Driving range and practice facility improvements
  - Course improvements
  - Entrance and signage enhancements
  - Pro Shop interior enhancements
- Health Department roof & porch improvements of \$25,000
- Library improvements to the Maker's Zone and staff breakroom of \$7,500

**Financial Impact:**

The intent to issue this series of debt service is the desire to keep our portion of the tax rate used to pay our current debt service at the same level. In 2016, the tax supported debt service is \$1,450,688. Through 2021, the projected debt service would never exceed the \$1.4 million and in 2024 it would reduce to approximately 50% of the \$1.4 million amount annually, with further reductions beginning in 2029. Consequently, additional capacity for additional debt would become available in 2024, under these assumptions.

With the current market conditions and the City's credit rating, the issue of \$6.13 million in certificates will net the City \$6,463,294 in proceeds which would cover projected issuance costs of \$127,910 and the remaining \$6.33 Million to fund the above mentioned projects.

Authorization has been given to the financial advisors to issue these certificates of obligation with the ability to realize additional proceeds without increasing the debt service obligation in the event that market conditions allow for it at the time of sale.

**Recommendation:**

Staff recommends proceeding with the intent to issue certificates of obligation to fund the above projects due to the need to complete these projects and normal revenue sources are not able to cover these costs and the fact that our debt service tax rate will not increase.



**RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION  
TO ISSUE CERTIFICATES OF OBLIGATION**

WHEREAS, the City Commission (the "City Commission") of the City of Kingsville, Texas (the "City"), finds that financing the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of the public property, as well as the payment of fees for professional services related thereto, described in Exhibit A hereto would be beneficial to the inhabitants of the City, and such property is needed to perform essential governmental functions; and the City Commission has determined that certificates of obligation (the "Certificates of Obligation") should be issued pursuant to the provisions of the Certificate of Obligation Act of 1971, Section 271.041 *et seq.*, Texas Local Government Code, for such purposes;

WHEREAS, prior to the issuance of the Certificates of Obligation, the City is required to publish notice of its intention to issue the Certificates of Obligation in a newspaper of general circulation in the City, the notice stating (i) the time and place the City Commission tentatively proposes to pass the ordinance authorizing the issuance of the Certificates of Obligation, (ii) the maximum amount of Certificates of Obligation proposed to be issued, (iii) the purposes for which the Certificates of Obligation are to be issued, and (iv) the manner in which the City Commission proposes to pay the Certificates of Obligation;

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

**Section 1.** Attached hereto and marked Exhibit A the "Notice of Intention to Issue Certificates of Obligation" (the "Notice"), the form and substance of which are hereby adopted and approved.

**Section 2.** The Mayor or the City Secretary shall cause the Notice to be published in a newspaper, as defined in Section 2051.044, Texas Government Code, of general circulation in the City for two consecutive weeks, the date of first publication to be at least 30 days prior to the date tentatively set for adoption of the ordinance authorizing the issuance of the Certificates of Obligation.

**Section 3.** The Mayor and the City Secretary are hereby authorized and directed to execute the Certificate to which this Resolution is attached on behalf of the City Commission and to do any or all things proper and necessary to carry out the intent thereof.

\* \* \*

PASSED AND APPROVED by a majority vote of the City Commission on the 11th day of January, 2016.

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

**ATTEST:**

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

APPROVED AS TO FORM:

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

## **EXHIBIT A**

### **NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION**

NOTICE is hereby given that it is the intention of the City Commission (the "City Commission") of the City of Kingsville, Texas (the "City") to adopt an Ordinance providing for the issuance of interest-bearing obligations of the City presently contemplated to be designated and known as the "CITY OF KINGSVILLE, TEXAS CERTIFICATES OF OBLIGATION, SERIES 2016" (the "Certificates of Obligation") for the purpose of providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, including (1) park improvements including street, utilities, parking, pier enhancements, skate area, splash pad, pool renovation, administration and civic center building improvements; (2) downtown revitalization improvements including streets, sidewalks, lighting improvements, and property acquisition (3) City street repairs; (4) City Hall complex improvements including the City Cottage Building renovation and landscaping; (5) roof replacement for Public Works Building; (6) Public Works department equipment; (7) emergency radio communication equipment; (8) Fire Station 1 improvements; (9) emergency vehicles and equipment; (10) golf course and clubhouse improvements and enhancements; (11) health department building improvements; (12) library improvements; and (13) payment of contractual obligations for professional services in connection therewith (to wit: consultants, engineering, financial advisory, and legal) The City Commission tentatively proposes to authorize the issuance of the Certificates of Obligation at its regular meeting place at 200 East Kleberg Avenue, Kingsville, Texas, at a meeting of the City Commission to be commenced at 6:00 p.m. on the 22nd day of February, 2016, in an amount expected not to exceed \$6,850,000. The City Commission proposes to provide for payment of the Certificates of Obligation from a pledge of an annual ad valorem tax as well as a pledge of \$1,000 of certain surplus revenues of the City's Waterworks and Sewer System.

/s/ Sam Fugate  
Mayor, City of Kingsville, Texas

# **AGENDA ITEM #11**

**RESOLUTION # 2016-\_\_\_\_\_**

**A RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES.**

**WHEREAS**, the City of Kingsville, Texas (the "City") desires to pay expenditures in connection with the design, planning, acquisition, construction, equipping, and/or renovating the project or facilities described in Exhibit A attached hereto (the "Project");

**WHEREAS**, Chapter 1201, Texas Government Code (the "Code"), permits the City to use the proceeds of obligations to reimburse the City for costs attributable to the Project paid or incurred before the date of issuance of such obligations;

**WHEREAS**, the City finds, considers, and declares that the reimbursement of the Issuer for the payment of such expenditures will be appropriate and consistent with the objectives of the City's programs and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project.

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

**Section 1.** This resolution declares the intention of the City to reimburse the expenditures for the Project with the proceeds of obligations. The City presently intends to reimburse the expenditure by incurring obligations issued under Texas law the interest on which is excludable from gross income under section 103 of the Internal Revenue Code of 1986, as amended.

**Section 2.** The City reasonably expects to incur debt, in one or more series of obligations, in an aggregate maximum principal amount now estimated to be \$6,850,000 for the purpose of paying the costs of the Project.

**Section 3.** The City intends to reimburse the expenditures hereunder not later than 18 months after the date the original expenditure is paid or the date the Project is placed in service or abandoned, but in no event more than three years after the original expenditure is paid unless the Project is a construction project for which the City and a licensed architect or engineer have certified on that at least five years are necessary to complete the Project in which event the maximum reimbursement period is five years after the date of the original expenditure.

**Section 4.** The City intends that this Resolution satisfy the official intent requirement set forth in Section 1.150-2 of the Treasury Regulations and evidences its intentions under Section 1201.042(c) of the Code.

**Section 5.** This resolution shall be liberally construed to evidence the intent of the City to comply with state law and federal income tax law in the issuance of tax-exempt obligations for the Project.

**Section 6.** This Resolution shall be and become effective on or after adoption.



PASSED AND APPROVED by a majority vote of the City Commission on the 11th day of January, 2016.

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

**ATTEST:**

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

APPROVED AS TO FORM:

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

## **EXHIBIT A**

### **PROJECT DESCRIPTION**

Providing for the payment of contractual obligations to be incurred in connection with the design, planning, acquisition, construction, equipping, expansion, repair, renovation, and/or rehabilitation of certain City-owned public property, specifically being: (1) park improvements including street, utilities, parking, pier enhancements, skate area, splash pad, pool renovation, and building improvements; (2) streets, sidewalks, lighting improvements, and buildings acquisition for downtown revitalization (3) City street repairs; (4) City Hall complex improvements including the City Cottage Building renovation and landscaping; (5) roof replacement for Public Works Building; (6) Public Works department equipment; (7) emergency radio communication equipment; (8) Fire Station 1 improvements; (9) emergency vehicles and equipment; (10) golf course and clubhouse improvements and enhancements; (11) health department building improvements; (12) library improvements; and (13) payment of contractual obligations for professional services in connection therewith (to wit: consultants, engineering, financial advisory, and legal).

# **AGENDA ITEM #12**

**City of Kingsville**  
**Planning and Development Services**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: December 31, 2015

SUBJECT: Action pertaining to Zarsky Development Company owner, Melden & Hunt, Inc. approval of the preliminary plat of The Park at Wildwood Trail Phase II

---

**Summary:**

This item allows the City Commission to approve the final plat for phase II of The Park at Wildwood Trail, pertaining to Zarsky Development Company owner, Melden & Hunt. Plat includes 63 lot, 13.423 acres located at KT & I Co Block 17, Lot PT2, 3 ,PT Acres 19.786 also known as Wildwood Trail Subdivision

**Background:**

At the November meeting of the Planning and Zoning Commission this item was tabled due to there not being a document for each plat approval (a preliminary and a final). Consequently the agenda item was placed on the December 16<sup>th</sup> agenda for the Planning and Zoning Commission. Both plat documents were supplied by Melden and Hunt the engineer for the project for review by the Planning and Zoning Commission. While there was no issue with the plats, the software used by the engineering firm incorrectly calculated the lot lines. Because this is a correctable error and there were no other issues, the Planning and Zoning Commission approved the plats on the condition that the Chair of the Commission Steve Zamora reviewed the corrected documents prior to it being placed on the city commission agenda. Attached are the minutes of the December 16<sup>th</sup> meeting which reflect the wishes of the planning and zoning commission. Also attached is a memo from me informing the commission members that the plat documents were corrected on December 22<sup>nd</sup> and ready to go for the January 11<sup>th</sup> city commission agenda.



**City of Kingsville**  
**Planning and Development Services**

**Financial Impact:**

Minimal impact on the City expenditure side but a very positive one on the City revenue side.

**Recommendation:**

Approve the final plat of The Park at Wildwood Trail Phase II.



CITY OF KINGSVILLE PLANNING  
AND ZONING DIVISION MASTER  
APPLICATION

**PROPERTY INFORMATION: (Please PRINT or TYPE)**

Project Address \_\_\_\_\_ Nearest Intersection Carlos Truan Blvd.  
(Proposed) Subdivision Name WILDWOOD TRAIL Lot \_\_\_\_\_ Block \_\_\_\_\_  
Legal Description: SEE ATTACHED  
Existing Zoning Designation R1-Single Family District Future Land Use Plan Designation R1-Single Family District

**OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)**

Applicant/Authorized Agent Melden & Hunt, Inc. Phone (956) 381-0981 FAX (956) 381-1839  
Email Address (for project correspondence only): fkurth@meldenandhunt.com  
Mailing Address 115 W. McIntyre St. City Edinburg State TX Zip 78541  
Zarsky Development  
Property Owner Company Phone (956) 686-5403 FAX (956) 686-3513  
Email Address (for project correspondence only): psteffy@zarsky.com  
Mailing Address P.O. Box 248 City McAllen State TX Zip 78505

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

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

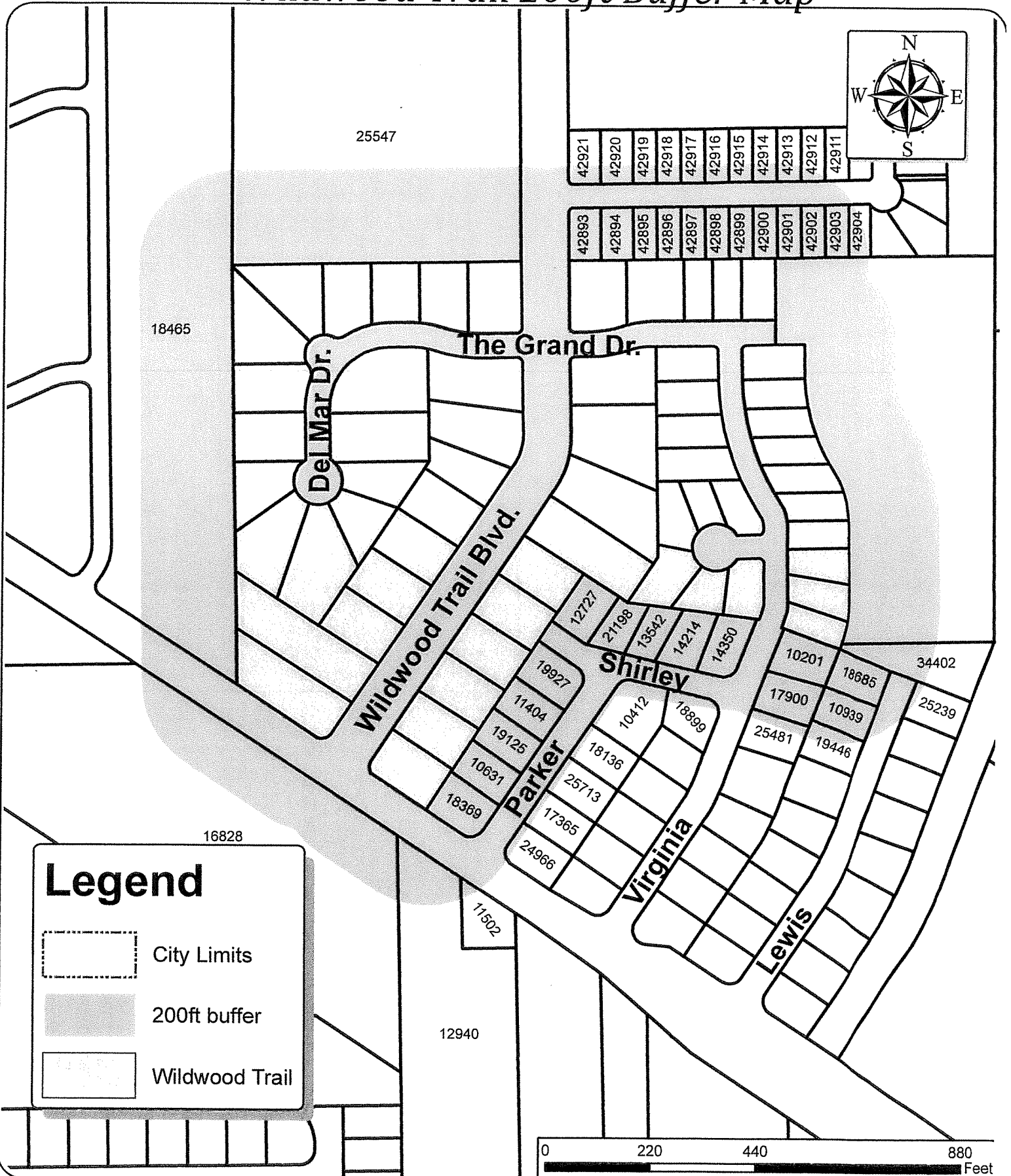
Please provide a basic description of the proposed project:

- ① The Estates at Wildwood Trail Phase II - 25 lots - 6.751 acres
- ② The Park at Wildwood Trail Phase II - 63 lots - 13.423 acres  
plus 4 lots  
for common area

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

Applicant's Signature [Signature] Date: 8/24/15  
Property Owner's Signature [Signature] Date: 8/24/15  
Accepted by: Alecia Barrios Date: 8/31/15

# Wildwood Trail 200ft Buffer Map



Document Path: \\SAM\Engineering and Public Works\Engineering\GIS Techs\MAPS\MAP\_DOCUMENTS\Arc\_City\_Address\_Assign\_Map\_8.5x11.mxd

Drawn By:  
Engineering Department

Last Update: 10/1/2015

DISCLAIMER  
THIS MAP IS FOR VISUAL PURPOSES ONLY.  
THE INFORMATION ON THIS SHEET MAY  
CONTAIN INACCURACIES OR ERRORS.



**CITY OF KINGSVILLE**  
**ENGINEERING DEPARTMENT**

300 East Main Street

ROYVE BUILDERS LLC  
917 PEREGRINE DR  
EDINBURG, TX 78542  
#42920

HBC HOLDING LTD  
PO BOX 4900  
SCOTTSDALE, AZ 85261  
#18465

KINGSVILLE AREA INDUSTRIAL  
635 E KING  
KINGSVILLE, TX 78363  
#34402

STIEFER JASON CLAYTON  
1506 LEWIS ST  
KINGSVILLE, TX 78363  
#25239

RAUCH WILLIAM B  
1505 LEWIS ST  
KINGSVILLE, TX 78363  
#18685

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1624 SHIRLEY ST  
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## **PUBLIC HEARING NOTICE**

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, December 16, 2015 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard:

**Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of preliminary and final plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**

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

## **PUBLIC HEARING NOTICE**

The City Commission of the City of Kingsville will hold a Public Hearing Monday, January 11, 2016 at 6:00 p.m. wherein the City Commission will discuss the introduction on the following item and at which time all interested persons will be heard:

**Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of preliminary and final plat of the Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**

The meeting will be held at City Hall, 200 East Kleberg, in the City Commission Chambers. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

*November 20, 2015*

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES  
December 16, 2015**

**Planning and Zoning Members Present**

Steve Zamora, Chairman  
Bill Aldrich  
Lupe Alvarez  
Ramon Perez  
Mike Klepac  
Robert McCreight  
Debbie Tiffie

**Citizens Present**

Mark Dizdar

**Staff Present**

Tom Ginter, Director of Planning & Development Services  
Adela Barrientes, Administrative Assistant II  
Jesus Garza, City Manager

**Base Representative**

1. **The meeting was called to order at 6:00 p.m.**
2. **Discuss and take action on the meeting minutes of November 18, 2015.**  
Robert McCreight made a motion to approve the minutes as presented. Lupe Alvarez second. Seven in favor none opposed.
3. **Miscellaneous/Public Comments on or off the agenda.** - none
4. **Old Business/Postponements.** – none
5. **Public Hearing regarding the request from Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the preliminary plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**  
No comments.
6. **Discuss and Consider Action pertaining to the request to Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the preliminary plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**

Tom Ginter stated to the board that at the last meeting in November city staff mailed the commission members copies of the preliminary and final plats for them to review for December's P&Z meeting. Mr. Ginter further stated that he recommends approval for the preliminary and final plats and they meet the cities platting requirements. Steve Zamora asked why the measurements are off and why the plats were submitted that way. Mr. Ginter suggested that the commission make a motion to approve pending correction on the measurements from Melden and Hunt before the plats are presented before the City Commission. Jesus Garza asked if this item had been considered before and tabled. Mr. Zamora replied yes it was considered and tabled because the commission only received 81/2X14 copies. Mr. Ginter replied that was two months ago, in November's P&Z package the plats were in there. Mike Klepac stated that was posted dated November 13, 2015. Mr. Zamora stated that he never got the package, adding that the package was mailed on a Friday and he received it ten days later so he never got that package before the scheduled November's meeting. Mr. Garza asked how this was not noticed before, because this issue could have been resolved prior to today's meeting. Lupe Alvarez stated that the commission was looking at the preliminary and flat plats but both plats had the wording preliminary on them so the commission just focused on that and not the details of the plats. Mr. Garza asked who reviews the plats internally. Mr. Ginter replied engineering. Mr. Zamora stated that he does not have a problem with approving the plats as long as the numbers are corrected, adding that there is a lot corrections that need to be made. Discussion was held on the best way to correct the mistakes and have the plats presented before the City Commission on January 11, 2016. Mr. Garza suggested three options to the commission 1) approving the plat contingent upon the corrections, 2) to appoint one person from the group as a representative to be able to sign off on it once it is corrected this will eliminate having to host a special meeting before January 11, 2016, 3) or meet again in early January before the City Commission meeting. Mr. Perez asked if that would violate anything. Mr. Ginter replied it would not violate any rules or laws. Mr. Perez asked if these plats were reviewed by our engineering department, adding that by the time plats are presented to this commission they should be reviewed and approved by city staff. Mr. Ginter replied yes. Mr. Garza stated that he would like for the city to be a development friendly community and when stuff like this happens this is not consist with that, adding that the role of this commission is not to have to flip through every single page, review every wording or add the numbers, the role of this commission is much more broader than the specifics. Mr. Garza further stated that if there are any major alarming issues with these plats we will postpone presenting them before the City Commission because city staff will not present something to the City Commission that is incorrect. Debbie Tiffie made a motion to approve the preliminary plat be corrected by Melden and Hunt before the January 11<sup>th</sup> City Commission meeting and for it to be presented to Steve Zamora for final approval. Mike Klepac second. Seven in favor none opposed.

7. **Public Hearing regarding the request from Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the final plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**  
No public comments.

**8. Discuss and Consider Action regarding the request from Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the final plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**

Mr. Aldrich made a motion to approve the final plat be corrected by Melden and Hunt before the January 11<sup>th</sup> City Commission meeting and for it to be presented to Steve Zamora for final approval. Mike Klepac second. Seven in favor none opposed.

**9. Discuss and Consider Action pertaining to changes in the code of ordinances Appendix B, Space Requirements, and Section 1.**

Mr. Ginter stated that this is the last suggestion by Jeri Morey on the codes. Mr. Ginter referred the board to the document with the red wording on it "When homes on both sides of a common lot line have first floors raised at least 12" above the natural grade, fence height between those properties may be 7 ft., to minimize one home's occupant's view of the other home's yard and interior rooms", adding that Mrs. Morey's suggestion was to add this wording to Appendix B, Space Requirements. Debbie Tiffie made a motion not to make changes to this code. Mike Klepac second. Seven in favor none opposed.

**10. Miscellaneous**

Mr. Ginter informed the commission that Mario Garcia has resigned because he is now a city employee.

Mr. Ginter distributed paperwork on "Yikes, There's a Tourist in Town".

Mr. Alvarez asked if the city has an ordinance to have sidewalks on King Street. Mr. Ginter replied no. Mr. Alvarez stated that five years ago when he completed his business on King Street the city required him to add a sidewalk. Mr. Gaza stated that the city has a new ordinance that requires adding sidewalks on new developments. Discussion was held on whether there is an ordinance regarding sidewalks. Mr. Alvarez stated that he likes the idea of sidewalks because it beautifies the City of Kingsville. Mr. Alvarez would like for city staff to look into this and if there is not an ordinance to consider making one. Mr. Garza stated that we cannot require someone to add a sidewalk if it's an existing business, but if it's a new development we can.

Mrs. Toffee asked if there is a height restriction on wind generators. Mr. Zamora stated that the P&Z had addressed wind generators in the past, but was not sure if the City Commission did anything with it. Mr. Ginter will follow-up on this.

**11. Adjournment**

Meeting adjourned at 6:37 p.m.

To: Planning and Zoning Commission Members

From: Tom Ginter, Director of Planning and Development Services

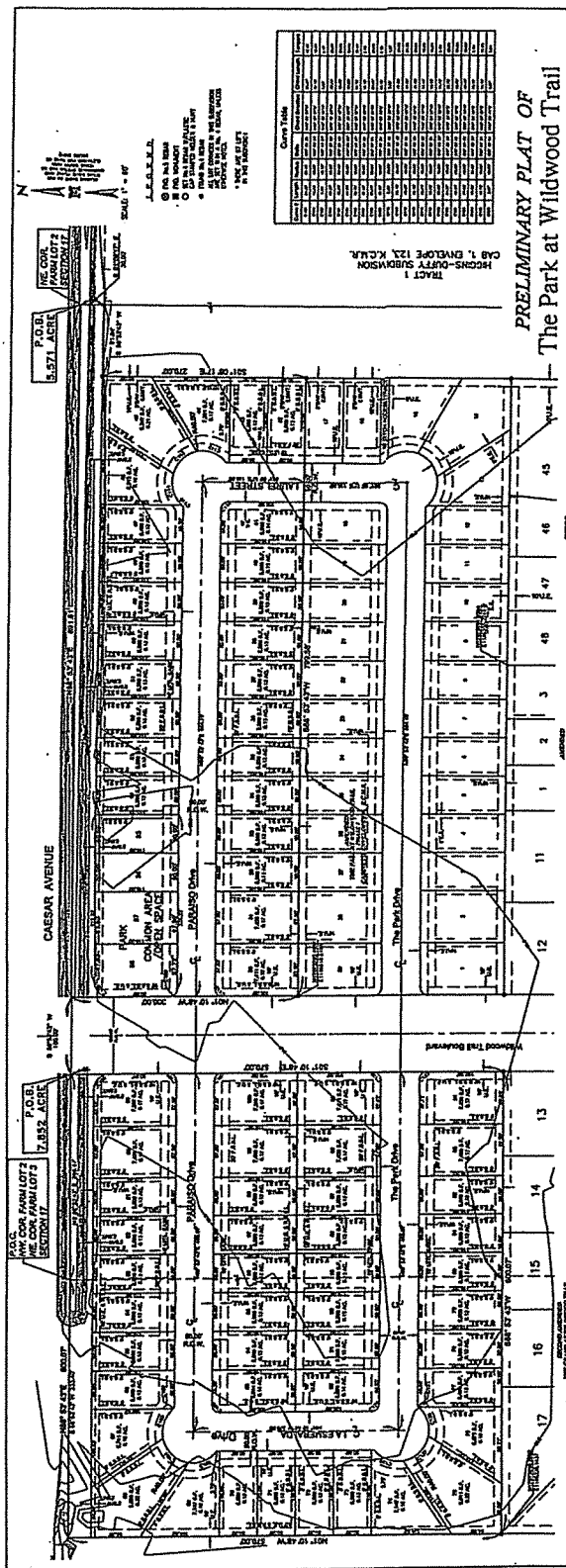
492

Date: December 22, 2015

Subject: Review of Preliminary and Final Plats for The Park – Wildwood Trail

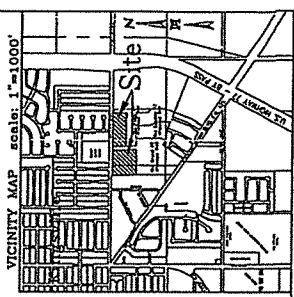
Chair Steve Zamora came by my office on Monday, December 21, 2015 to review the corrected preliminary and final plats for this project. One lot was found that still needed to be corrected. I called the engineer for the project and told him that. Steve and I agreed that once that one lot was corrected we could move ahead. The corrected preliminary and final plats were delivered to my office, Tuesday December 22<sup>nd</sup>. Everything has been corrected so we are good to go for the January 11<sup>th</sup>, city commission agenda.

If you have any questions, please feel free to ask.



**PRELIMINARY PLAT OF**  
**The Park at Wildwood Trail**  
**Phase 2**

BEING A RESUBDIVISION OF 13.423 ACRES CONSISTING OF TRACT 1: 5.571 ACRES OUT OF FARM LOT 2, SECTION 17, AND TRACT 2: 7.852 ACRES OUT OF FARM LOTS 2 AND 3, SECTION 17, ALL BEING OUT OF THE KLEBERG TOWN & IMPROVEMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET 1, ENVELOPE 18, OF THE MAP RECORDS, KLEBERG COUNTY, TEXAS CITY OF KINGSVILLE, KLEBERG COUNTY



Survey Table	
Lot	Area
1	0.10
2	0.10
3	0.10
4	0.10
5	0.10
6	0.10
7	0.10
8	0.10
9	0.10
10	0.10
11	0.10
12	0.10
13	0.10
14	0.10
15	0.10
16	0.10
17	0.10
18	0.10
19	0.10
20	0.10
21	0.10
22	0.10
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89	0.10
90	0.10
91	0.10
92	0.10
93	0.10
94	0.10
95	0.10
96	0.10
97	0.10
98	0.10
99	0.10
100	0.10

**STATE OF TEXAS**  
**COUNTY OF KLEBERG**

**PLAT OF** \_\_\_\_\_  
**SECTION 17**

**BEING A RESUBDIVISION OF 13.423 ACRES CONSISTING OF TRACT 1: 5.571 ACRES OUT OF FARM LOT 2, SECTION 17, AND TRACT 2: 7.852 ACRES OUT OF FARM LOTS 2 AND 3, SECTION 17, ALL BEING OUT OF THE KLEBERG TOWN & IMPROVEMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET 1, ENVELOPE 18, OF THE MAP RECORDS, KLEBERG COUNTY, TEXAS CITY OF KINGSVILLE, KLEBERG COUNTY**

**PREPARED BY:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**WITNESSES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTARY PUBLIC:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF TEXAS**  
**COUNTY OF KLEBERG**

**PLAT OF** \_\_\_\_\_  
**SECTION 17**

**BEING A RESUBDIVISION OF 13.423 ACRES CONSISTING OF TRACT 1: 5.571 ACRES OUT OF FARM LOT 2, SECTION 17, AND TRACT 2: 7.852 ACRES OUT OF FARM LOTS 2 AND 3, SECTION 17, ALL BEING OUT OF THE KLEBERG TOWN & IMPROVEMENT COMPANY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET 1, ENVELOPE 18, OF THE MAP RECORDS, KLEBERG COUNTY, TEXAS CITY OF KINGSVILLE, KLEBERG COUNTY**

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

**WITNESSES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTARY PUBLIC:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF TEXAS**  
**COUNTY OF KLEBERG**

**PLAT OF** \_\_\_\_\_  
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**WITNESSES:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOTARY PUBLIC:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **AGENDA ITEM #13**



**City of Kingsville**  
**Planning and Development Services**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: December 31, 2015

SUBJECT: Action pertaining to Zarsky Development Company owner, Melden & Hunt, Inc. approval of the final plat of The Park at Wildwood Trail Phase II

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**Summary:**

This item allows the City Commission to approve the final plat for phase II of The Park at Wildwood Trail, pertaining to Zarsky Development Company owner, Melden & Hunt. Plat includes 63 lot, 13.423 acres located at KT & I Co Block 17, Lot PT2, 3 ,PT Acres 19.786 also known as Wildwood Trail Subdivision

**Background:**

At the November meeting of the Planning and Zoning Commission this item was tabled due to there not being a document for each plat approval (a preliminary and a final). Consequently the agenda item was placed on the December 16<sup>th</sup> agenda for the Planning and Zoning Commission. Both plat documents were supplied by Melden and Hunt the engineer for the project for review by the Planning and Zoning Commission. While there was no issue with the plats, the software used by the engineering firm incorrectly calculated the lot lines. Because this is a correctable error and there were no other issues, the Planning and Zoning Commission approved the plats on the condition that the Chair of the Commission Steve Zamora reviewed the corrected documents prior to it being placed on the city commission agenda. Attached are the minutes of the December 16<sup>th</sup> meeting which reflect the wishes of the planning and zoning commission. Also attached is a memo from me informing the commission members that the plat documents were corrected on December 22<sup>nd</sup> and ready to go for the January 11<sup>th</sup> city commission agenda.





**City of Kingsville**  
**Planning and Development Services**

**Financial Impact:**

Minimal impact on the City expenditure side but a very positive one on the City revenue side.

**Recommendation:**

Approve the final plat of The Park at Wildwood Trail Phase II.



CITY OF KINGSVILLE PLANNING  
AND ZONING DIVISION MASTER  
APPLICATION

**PROPERTY INFORMATION: (Please PRINT or TYPE)**

Project Address \_\_\_\_\_ Nearest Intersection Carlos Truan Blvd.  
(Proposed) Subdivision Name WILDWOOD TRAIL Lot \_\_\_\_\_ Block \_\_\_\_\_  
Legal Description: SEE ATTACHED  
Existing Zoning Designation R1-Single Family District Future Land Use Plan Designation R1-Single Family District

**OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)**

Applicant/Authorized Agent Melden & Hunt, Inc. Phone (956) 381-0981 FAX (956) 381-1839  
Email Address (for project correspondence only): f.kurth@meldenandhunt.com  
Mailing Address 115 W. McIntyre St. City Edinburg State TX Zip 78541  
Zarsky Development Company Phone (956) 686-5403 FAX (956) 686-3513  
Property Owner \_\_\_\_\_  
Email Address (for project correspondence only): psteffy@zarsky.com  
Mailing Address P.O. Box 248 City McAllen State TX Zip 78506

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

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

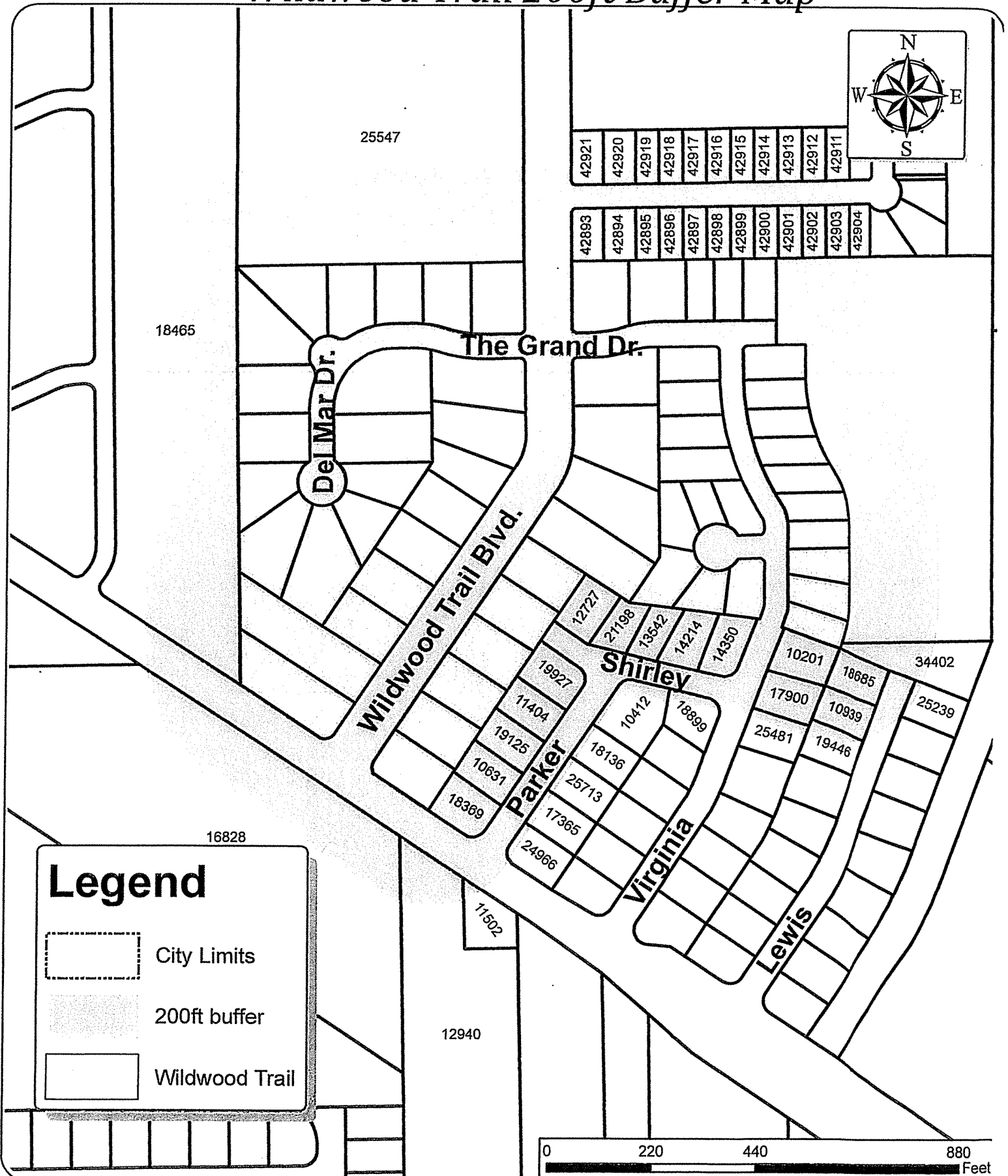
Please provide a basic description of the proposed project:

- ① The Estates at Wildwood Trail Phase II - 25 lots - 6.751 acres
- ② The Park at Wildwood Trail Phase II - 63 lots - 13.423 acres  
plus 4 lots  
for common area

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

Applicant's Signature [Signature] Date: 8/24/15  
Property Owner's Signature [Signature] Date: 8/24/15  
Accepted by: Aileen Barron Date: 8/31/15

# Wildwood Trail 200ft Buffer Map



Document Path: \\SAM\Engineering and Public Works\Engineering\GIS Techs\MAPSMAP\_DOCUMENTS\Arc\_City\_Address\_Assign\_Map\_8.5x11.mxd

Drawn By:  
Engineering Department

DISCLAIMER  
THIS MAP IS FOR VISUAL PURPOSES ONLY

CITY OF

CITY OF KINGSVILLE

ROYVE BUILDERS LLC  
917 PEREGRINE DR  
EDINBURG, TX 78542  
#42920

HBC HOLDING LTD  
PO BOX 4900  
SCOTTSDALE, AZ 85261  
#18465

KINGSVILLE AREA INDUSTRIAL  
635 E KING  
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*November 20, 2015*

**PLANNING AND ZONING COMMISSION  
MEETING MINUTES  
December 16, 2015**

**Planning and Zoning Members Present**

Steve Zamora, Chairman  
Bill Aldrich  
Lupe Alvarez  
Ramon Perez  
Mike Klepac  
Robert McCreight  
Debbie Tiffie

**Citizens Present**

Mark Dizdar

**Staff Present**

Tom Ginter, Director of Planning & Development Services  
Adela Barrientes, Administrative Assistant II  
Jesus Garza, City Manager

**Base Representative**

1. **The meeting was called to order at 6:00 p.m.**
2. **Discuss and take action on the meeting minutes of November 18, 2015.**  
Robert McCreight made a motion to approve the minutes as presented. Lupe Alvarez second. Seven in favor none opposed.
3. **Miscellaneous/Public Comments on or off the agenda.** - none
4. **Old Business/Postponements.** – none
5. **Public Hearing regarding the request from Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the preliminary plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & I CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**  
No comments.
6. **Discuss and Consider Action pertaining to the request to Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the preliminary plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**



Tom Ginter stated to the board that at the last meeting in November city staff mailed the commission members copies of the preliminary and final plats for them to review for December's P&Z meeting. Mr. Ginter further stated that he recommends approval for the preliminary and final plats and they meet the cities platting requirements. Steve Zamora asked why the measurements are off and why the plats were submitted that way. Mr. Ginter suggested that the commission make a motion to approve pending correction on the measurements from Melden and Hunt before the plats are presented before the City Commission. Jesus Garza asked if this item had been considered before and tabled. Mr. Zamora replied yes it was considered and tabled because the commission only received 81/2X14 copies. Mr. Ginter replied that was two months ago, in November's P&Z package the plats were in there. Mike Klepac stated that was posted dated November 13, 2015. Mr. Zamora stated that he never got the package, adding that the package was mailed on a Friday and he received it ten days later so he never got that package before the scheduled November's meeting. Mr. Garza asked how this was not noticed before, because this issue could have been resolved prior to today's meeting. Lupe Alvarez stated that the commission was looking at the preliminary and flat plats but both plats had the wording preliminary on them so the commission just focused on that and not the details of the plats. Mr. Garza asked who reviews the plats internally. Mr. Ginter replied engineering. Mr. Zamora stated that he does not have a problem with approving the plats as long as the numbers are corrected, adding that there is a lot corrections that need to be made. Discussion was held on the best way to correct the mistakes and have the plats presented before the City Commission on January 11, 2016. Mr. Garza suggested three options to the commission 1) approving the plat contingent upon the corrections, 2) to appoint one person from the group as a representative to be able to sign off on it once it is corrected this will eliminate having to host a special meeting before January 11, 2016, 3) or meet again in early January before the City Commission meeting. Mr. Perez asked if that would violate anything. Mr. Ginter replied it would not violate any rules or laws. Mr. Perez asked if these plats were reviewed by our engineering department, adding that by the time plats are presented to this commission they should be reviewed and approved by city staff. Mr. Ginter replied yes. Mr. Garza stated that he would like for the city to be a development friendly community and when stuff like this happens this is not consist with that, adding that the role of this commission is not to have to flip through every single page, review every wording or add the numbers, the role of this commission is much more broader than the specifics. Mr. Garza further stated that if there are any major alarming issues with these plats we will postpone presenting them before the City Commission because city staff will not present something to the City Commission that is incorrect. Debbie Tiffie made a motion to approve the preliminary plat be corrected by Melden and Hunt before the January 11<sup>th</sup> City Commission meeting and for it to be presented to Steve Zamora for final approval. Mike Klepac second. Seven in favor none opposed.

7. **Public Hearing regarding the request from Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the final plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**  
No public comments.

**8. Discuss and Consider Action regarding the request from Zarsky Development Company owner, Melden & Hunt, Inc. agent, requesting the approval of the final plat of The Park at Wildwood Trail Phase II (63 lots) 13.423 acres located at KT & CO, BLOCK 17, LOT PT 2, 3, PT 7, ACRES 19.786 also known as Wildwood Trail Subdivision.**

Mr. Aldrich made a motion to approve the final plat be corrected by Melden and Hunt before the January 11<sup>th</sup> City Commission meeting and for it to be presented to Steve Zamora for final approval. Mike Klepac second. Seven in favor none opposed.

**9. Discuss and Consider Action pertaining to changes in the code of ordinances Appendix B, Space Requirements, and Section 1.**

Mr. Ginter stated that this is the last suggestion by Jeri Morey on the codes. Mr. Ginter referred the board to the document with the red wording on it "When homes on both sides of a common lot line have first floors raised at least 12" above the natural grade, fence height between those properties may be 7 ft., to minimize one home's occupant's view of the other home's yard and interior rooms", adding that Mrs. Morey's suggestion was to add this wording to Appendix B, Space Requirements. Debbie Tiffie made a motion not to make changes to this code. Mike Klepac second. Seven in favor none opposed.

**10. Miscellaneous**

Mr. Ginter informed the commission that Mario Garcia has resigned because he is now a city employee.

Mr. Ginter distributed paperwork on "Yikes, There's a Tourist in Town".

Mr. Alvarez asked if the city has an ordinance to have sidewalks on King Street. Mr. Ginter replied no. Mr. Alvarez stated that five years ago when he completed his business on King Street the city required him to add a sidewalk. Mr. Gaza stated that the city has a new ordinance that requires adding sidewalks on new developments. Discussion was held on whether there is an ordinance regarding sidewalks. Mr. Alvarez stated that he likes the idea of sidewalks because it beautifies the City of Kingsville. Mr. Alvarez would like for city staff to look into this and if there is not an ordinance to consider making one. Mr. Garza stated that we cannot require someone to add a sidewalk if it's an existing business, but if it's a new development we can.

Mrs. Toffee asked if there is a height restriction on wind generators. Mr. Zamora stated that the P&Z had addressed wind generators in the past, but was not sure if the City Commission did anything with it. Mr. Ginter will follow-up on this.

**11. Adjournment**

Meeting adjourned at 6:37 p.m.



To: Planning and Zoning Commission Members

From: Tom Ginter, Director of Planning and Development Services



Date: December 22, 2015

Subject: Review of Preliminary and Final Plats for The Park – Wildwood Trail

Chair Steve Zamora came by my office on Monday, December 21, 2015 to review the corrected preliminary and final plats for this project. One lot was found that still needed to be corrected. I called the engineer for the project and told him that. Steve and I agreed that once that one lot was corrected we could move ahead. The corrected preliminary and final plats were delivered to my office, Tuesday December 22<sup>nd</sup>. Everything has been corrected so we are good to go for the January 11<sup>th</sup>, city commission agenda.

If you have any questions, please feel free to ask.



# **AGENDA ITEM #14**

**RESOLUTION NO. 2016-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING ENFORCEMENT OF TEXAS PENAL CODE SECTION 46.035(c); REPEALING ALL RESOLUTIONS IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Texas Penal Code section 46.035(c) effective January 1, 2016 states "A license holder commits an offense if the license holder intentionally, knowingly, or recklessly carries a handgun under the authority of Subchapter H, Chapter 411, Government Code, regardless of whether the handgun is concealed or carried in a shoulder or belt holster, in the room or rooms where a meeting of a governmental entity is held and if the meeting is an open meeting subject to Chapter 551, Government Code, and the entity provided notice as required by that chapter."; and

**WHEREAS**, the City opts to authorize enforcement of this provision of the Penal Code and hereby authorizes staff to provide notice as required by state law; and

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

I.

**THAT** pursuant to Texas Penal Code section 46.035(c), the City of Kingsville is authorizing enforcement of this provision of the Penal Code and hereby authorizes staff to provide notice as required by state law.

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.

**PASSES AND APPROVED** by a majority vote of the City Commission on the 11th day of January, 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #15**

# **AGENDA ITEM #16**