

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION**

**MONDAY, JULY 25, 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:** Fiscal Year 2015-2016 Quarterly Financial and Performance Reports. (City Manager).

#### **REGULAR MEETING RESUMES**

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

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

Regular Meeting – June 27, 2016


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

1. Public hearing for an alcohol variance for a Mixed Beverage Permit and Mixed Beverage Late Hours Permit for an establishment known as Nucky's Cocktail Bar at 1406 N. 14 St. (Director of Planning and Development Services).

### **III. Reports from Commission & Staff.<sup>2</sup>**

*"At this time, the City Commission and Staff will report/update on all committee assignments which may include, but is not limited to the following: Planning & Zoning Commission, Zoning Board of Adjustments, Historical Board, Housing Authority Board, Library Board, Health Board, Tourism, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development, Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Investment Report, Quarterly Budget Report, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works- Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project,*

APPROVED BY:

  
Jesús A. Garza  
City Manager

*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 out of state travel for Mayor and Economic Development Director to Washington, D.C. from July 24-26, 2016 for city business and military matters. (Mayor Fugate).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 Budget to accept a 2017 Operation Border Star Grant for the Kingsville Police Department. (Director of Finance).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 Budget to accept a 2015 Operation Stonegarden Grant for the Kingsville Police Department. (Director of Finance).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 Budget for CO2013 to include a drainage master plan. (Director of Finance).

##### **REGULAR AGENDA**

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

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

5. Consider an alcohol variance for a Mixed Beverage Permit and Mixed Beverage Late Hours Permit for an establishment known as Nucky's Cocktail Bar at 1406 N. 14 St. due to name and/or owner change. (Director of Planning and Development Services).
6. Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement between the City of Kingsville and Kleberg County for Constable Precinct #3 for Dispatching Services. (Chief of Police).
7. Consider a resolution authorizing the City Manager to enter into an Agreement between the City of Kingsville EMS and Fire Department and Advanced Data Processing, Inc., a

subsidiary of Intermedix Corporation, for ambulance billing and related professional services. (Fire Chief).

8. Consider authorizing the acquisition of an ambulance from Siddons-Martin Emergency Group via HGAC, as per staff recommendation. (Director of Purchasing & Technology).

9. Consider authorizing the acquisition of a brush truck and three bodies for existing vehicles from Southwest International Trucks, Inc. via BuyBoard, as per staff recommendation. (Director of Purchasing & Technology).

10. Consider awarding bid (RFP #16-10) for the 6<sup>th</sup> Street Overlay Project, as per staff recommendation. (Director of Purchasing & Technology).

11. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Budget for Public Works overtime due to recent storm event. (Director of Finance).

12. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Budget for purchase and installation of a generator for the Police Department radio tower site. (Director of Finance).

13. Consider a resolution designating authorized signatories for contractual documents and documents for requesting funds pertaining to the Texas Community Development Block Grant Program (TXCDBG) Contract Number 7215362 (Main Street). (Director of Planning and Development Services).

14. Consider introduction of an ordinance abandoning an alley and retaining an easement for utility purposes in Block 1, Eva Addition, Lots 1-18 and in Block 2, Clyde Addition, Lots 1-6 (alley is between 15<sup>th</sup> and 16<sup>th</sup> Streets) for Torres Estates. (Director of Planning and Development Services).

15. Consider request for waiver of interest on liens for 921 E. Yoakum. (Director of Planning and Development Services).

16. Consider rescinding award of bid (RFP #16-08) for copper/wastewater metal participant and awarding that bid to the next responsive bidder. (City Engineer/Director of Public Works).

17. Executive Session: Pursuant to Section 551.071, Texas Government Code, Consultation with Attorney Exception, the City Commission shall convene in executive session to seek legal advice from the City Attorney regarding a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. (City Attorney).

## **VII. Adjournment.**

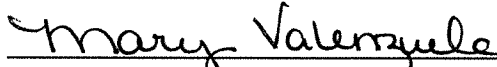
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative 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

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

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

July 21, 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)**

JUNE 27, 2016

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, JUNE 27, 2016 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 6:00 P.M.**

**CITY COMMISSION PRESENT:**

Sam Fugate, Mayor  
Edna Lopez, Commissioner  
Arturo Pecos, Commissioner  
Noel Pena, Commissioner

**CITY COMMISSION ABSENT:**

Al Garcia, Commissioner

**CITY STAFF PRESENT:**

Jesús Garza, City Manager  
Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
Willie Vera, Task Force Commander  
Tom Ginter, Director of Planning & Development Services  
Emilio Garcia, Health Director  
Bill Donnell, Assistant Public Works Director  
Carol Rogers, Risk Managers  
Diana Gonzales, Human Resources Director  
Cynthia Martin, Downtown Manager  
Susan Ivy, Parks Manager  
David Solis, Risk Manager  
Deborah Balli, Finance Director  
Robert Rodriguez, Library Director  
Adrian Garcia, Fire Chief  
Charlie Cardenas  
Jim DeVisser, Fire Consultant  
Ricardo Torres, Police Chief  
Sharam Santanilla, Capital Improvement Manager

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate called the meeting to order in the Robert H. Alcorn Commission Chamber at 6:00 P.M. and announced quorum with four Commission members present. Commissioner Garcia absent.

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

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

**MINUTES OF PREVIOUS MEETING(S)**

Regular Meeting – June 13, 2016

**Motion made by Commissioner Pecos to approve the minutes of June 13, 2016 as presented, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Lopez, Pena, Pecos, Fugate voting “FOR”.**

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

1. NONE.

### III. Reports from Commission & Staff.<sup>2</sup>

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

Mr. Jesús Garza, City Manager introduced new Fire Chief Adrian Garcia.

Mrs. Courtney Alvarez, City Attorney announced that the next scheduled Commission meeting is Monday, July 11, 2016, with agenda items due Friday, July 1<sup>st</sup>.

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

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

Augustin "Gus" Ruiz, 1032 E. Ragland Ave., commented that he has worked for the Kingsville Police Department for four years and prior to this he worked for the Kingsville Task Force for eight years. When he was hired with the Kingsville Police Department he lost his years of service for the City of Kingsville but this was not true for officers leaving the Police Department and joining the Task Force. In addition, he was forced to take a \$2.00 an hour pay cut joining the Police Department. Because of this other allegations of disparity of Kingsville Law Enforcement Association also known as KLEA. An open records request was sent over to the City to investigate allegations of paid disparity between officers working for the City of Kingsville. These include the Kingsville Police Department and Task Force Officers. After receiving and reviewing over 2,000 pages of responsive documents received by request of an open records, several issues became clear. Since 1995 job titles for the Task Force Officers have changed, but all officers as of this date, licensed by the Kingsville Police Department by the Chief of Police. The Texas Commission of Law Enforcement Officers list all Task Force Officers as Kingsville Police Officers. Ruiz stated that this is true even with his years with the Task Force. KLEA analyzed salaries with the City which clearly show that not only a paid disparity exists but other issues were not handled uniformly. The association filed a grievance on January 25, 2016, KLEA made specifically very clear that they were in no way attempting to harm any officers working for the Kingsville Task Force. On March 21, 2016, KLEA received a written response from the City Manager stating, "Effective April 1, 2016, the City operations of the Task Force is transferred under the direction and scope of the City of Kingsville Chief of Police." Ruiz continued to state that this resolution being presented today appears to be in response to their grievance. Not only is this an attempt to keep the Kingsville Police Officers pay low, the City appears to be willing to toss aside officers of the Kingsville Task Force, forcing them to resign from the City without any guarantees rights under their collective bargaining or Texas Law. The lack of transparency in this resolution should concern each of the

Commission members as this resolution does not do nothing to address the grievance that has been filed nor does it protect the Task Force Officers.

Vincent Murray, 3440 Franklin Adams, stated that he has worked for the Kingsville Police Department for eight years and serves as the Vice President of KLEA. As Officer Ruiz outlined the association filed a grievance to address the pay and benefit disparity between officers of the Kingsville Police Department and Task Force. Murray stated that for months their grievance committee has met in good faith with city officials to attempt to reasonably resolve the issues. During this time rumors circulated that there were secret meetings being held between the City, County and Task Force. News stories appeared casting police officers as greedy and that Task Force Officers had unique talent unlike that of Kingsville Police Officers. Murray stated that he has worked for the SLOT Team for the past two years. The job duties of the SLOT team near the job duties of the Task Force. Their job duties range from conducting street level narcotics investigations within the City to handling large scale of criminal investigations such as narcotics smuggling, money laundering, firearms smuggling conducted by Mexican drug cartels. The unit also assist federal stated and local entities. He further stated that their units comprise of two interdiction officers, one corporal, sergeant to assist the team and a lieutenant to oversee the unit. Their unit not only performs the same duties as the Task Force, but also handles the additional jobs assigned by the Chief of Police. Murray stated that he does not see anyone can argue that any Kingsville Police Officer deserves less pay or respect. Their grievance had a simple solution and instead the Commission is being asked to dissolve the Task Force. The official statement is that the City of Kingsville can no longer afford the officers. This statement is indirect conflict with prior city statements since the Task Force is self-funded through drug forfeiture funds. Murray asks where is the truth? The resolution on the agenda today will require for the Task Force Officers to resign and be forced to become County employees or find other jobs. Murray further commented that everyone in the room stand here today defending their brothers in blue and clearly there will be economic losses to all the officers. There is no need for the haste in which the city is moving. He encourages the City Commission to consider all aspects of such a vote, and their rights must be protected.

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 by Commissioner Lopez and Commissioner Pecos. The motion was passed and approved by the following vote: Pena, Pecos, Lopez, Fugate voting "FOR".**

**1. Motion to approve final passage of an ordinance granting a special use permit to place a mobile home at Corral, Block 23, Lot 1,2 (Corral Storage) known as 1220 E. Corral, amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Planning & Development Services Director).**

**2. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 budget to accept and expend donations from the Kingsville Chamber of Commerce. (Finance Director).**

**REGULAR AGENDA**

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

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

**3. Consider a resolution supporting regulations for responsible standards and placement of wind farms. (City Manager).**

Mr. Garza stated that this item was brought forth because of an issue that has been going on for the past couple of years. Recently the FAA determined that wind farms do not pose a threat to air service and in response to that, Nueces County and the City of Corpus Christi have passed resolutions opposing this decision. It is important that the City of Kingsville take the same initiative to protect Naval Air Station Kingsville. NAS Kingsville is in support of this resolution.

Mayor Fugate commented that the issue with these wind farms is that they interfere with ground radars from NAS Kingsville, NAS Corpus Christi, and Corpus Christi National Airport.

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

**4. Consider acceptance of donations for Parks Department summer programs. (Parks Manager).**

Mr. Garza stated that these are donations from various donors to assist with the Parks summer programs.

**Motion made by Commissioner Pena to accept these donations, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pecos, Lopez, Pena, Fugate voting "FOR".**

**5. Consider acceptance of donation for Police Department for officer medical kits. (Chief of Police).**

Chief Torres stated that this is a donation from the Kingsville Area Educators Federal Credit Union for the purchase of medical kits.

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

**6. Consider a resolution authorizing the City to submit an application to the Office of the Governor for a Homeland Security Grant for the purpose of requesting grant funding on behalf of the City for night vision equipment for the law enforcement personnel for the Kingsville Police Department with no anticipated cash match. (Chief of Police).**

Chief Torres reported that the Police Department is requesting a resolution for application and acceptance of Homeland Security Grant Project #3146701. The purchase of nine complete sets of night vision goggles to which officers in the field will greatly enhance their ability to see in low light conditions. The Coastal Bend Council of Governments has

approved the amount of \$27,000 in grants funds for the project with no matching funds by the City.

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

**7. Consider introduction of an ordinance amending the FY15-16 Budget to accept and expend donations for the Parks Department for summer programs. (Finance Director).**

Introduction item.

**8. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Budget to accept and expend donation from the Kingsville Area Educators Federal credit Union for police officer medical kits. (Finance Director).**

Introduction item.

**9. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Budget to include Homeland Security Grant Project #3146701 for the Police Department. (Finance Director).**

Introduction item.

**10. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 Budget for the purchase of generator equipment and storm debris collection expenses. (Finance Director).**

Mrs. Deborah Balli, Finance Director reported that this amendment is for a new fund disaster recovery. This will set aside funds for emergency situations.

Introduction item.

**11. Consider authorizing the addition of the Cottage Building and new City Hall to the windstorm and hail property insurance policy. (Risk Manager).**

Mr. David Solis, Risk Manager stated that the City's windstorm policy effective May 1, 2016 does not include the new City Hall or the Cottage Building as the buildings were not completed or fully occupied. Victor O. Schinnerer & Co. originally provide the City with a quote from Amrisc of \$32,417.70 for the new City Hall and \$600.60 for the Cottage Building. After subsequent review by broker and underwriters from Amrisc, the annual windstorm premium was reduced for the new City Hall to \$28,719 annually while the premium for the Cottage Building remained the same at \$600.60 annually. As there remains ten (10) months on the policy, the rates for the two structures would be pro-rated and effective July 1, 2016 through April 30, 2017.

Commissioner Pecos asked what the amount the new city hall was insured for as well as the cottage building. Mr. Solis responded that the amount for the new city hall (structure only) is valued at \$9,000,000.00 with content valued at \$450,000.00. The cottage building is insured at \$175,000.00 with no content.

Mayor Fugate asked where this money will be coming from. Mrs. Deborah Balli, Finance Director responded that this will be taken care of with the end of year budget amendment.

For the remainder of the year it is only \$7,179.00 is needed for the Fiscal Year 2015-2016. The remainder will be coming for the 2016-2017 budgets.

**Motion made by Commissioner Pena to authorize the addition of the Cottage Building and new City Hall to the windstorm and hail property insurance policy, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pecos, Lopez, Pena, Fugate voting "FOR".**

**12. Consider a resolution authorizing the transfer and release of the Kingsville Specialized Crimes and Narcotics Task Force to Kleberg County. (City Manager).**

Mayor Fugate asked that if there were no objections from the City Commission, he would like to move item #12 before item # 3. No objections were made by members of the Commission.

Mr. Garza reported that the City of Kingsville was approached a few weeks ago by the County Judge showing some interest in taking over the Task Force. Prior to this communication from the County Judge, this had not been considered. Since that time staff had gone back and did its due diligence and checked legally and financially in terms of impacts that this particular move would have on the City. It was determined that in the financial part it would be cost neutral. There wouldn't be a negative effect on city operations if the Commission approves the move. Meeting with the County to discuss this potential change it was determined that taking into account that the history of the Task Force, in terms of originally being with the County, it would be in the best interest for the Task Force to be moved to the County and it is what staff is recommending tonight.

**Motion made by Mayor Fugate to accept the resolution as presented, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Pena, Pecos, Fugate voting "FOR". Lopez "AGAINST".**

**13. Executive Session: Pursuant to Section 551.087, Texas Government Code, Deliberations Regarding Economic Development Negotiations Exception, the City Commission shall convene in executive session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations. (City Manager).**

Mayor Fugate announced the Executive Sessions for agenda item #13 and convened the meeting into Executive Session at 6:36 P.M.

Mayor Fugate reconvened the meeting into open session at 6:56 P.M.

**VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 6:57 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**  
**Department of Planning and Development Services**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Tom Ginter, Director  
DATE: July 15, 2016  
SUBJECT: Request for Alcohol Variance at 1406 N. 14<sup>th</sup> Street

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**Summary:** The 300ft. and 1,000 ft. radius were checked for schools, daycares and churches. Within 1,000 ft. there is a church Centro de Milagros. Because of that a variance is required according to City ordinance sections 11-3-4&5.

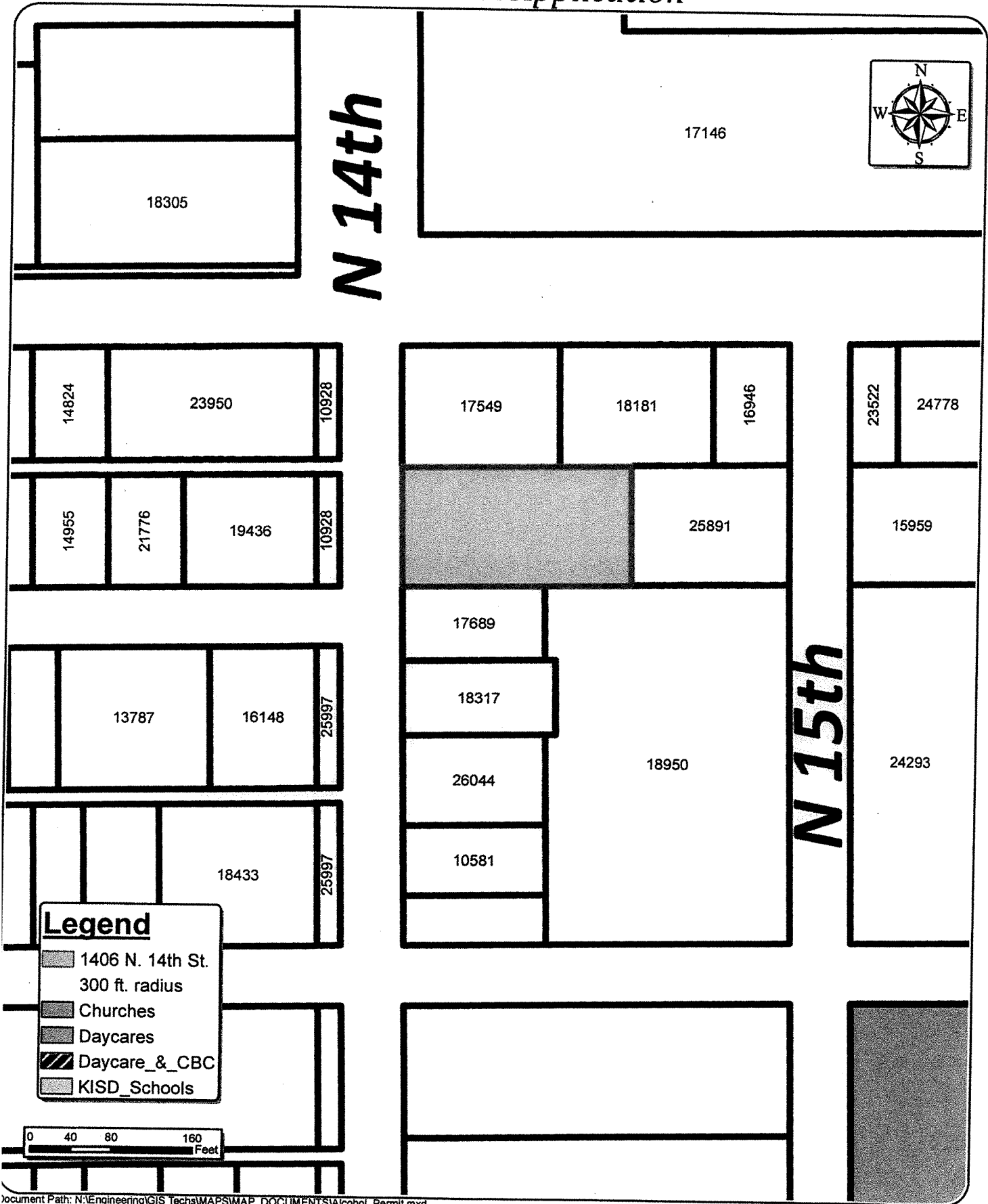
**Background:** Nucky's Cocktail Bar is requesting this alcohol variance for a Mixed Beverage Permit and Mixed Beverage Late Hours Permit. The address is 1406 N. 14<sup>th</sup> Street. This address had a prior alcohol variance request that was presented before the City Commission on March 23, 2015. At that time it was known as Tequila's. It was approved by the City Commission but never opened up for business. All required notices have been sent to the property owners within 300ft. Additionally a public hearing notice was placed in the newspaper. As of this point, we have not received any negative feedback from the property owners or citizens that have received a notice.

**Financial Impact:** The possibility of additional sales taxes.

**Recommendation:** Approve alcohol variance request.



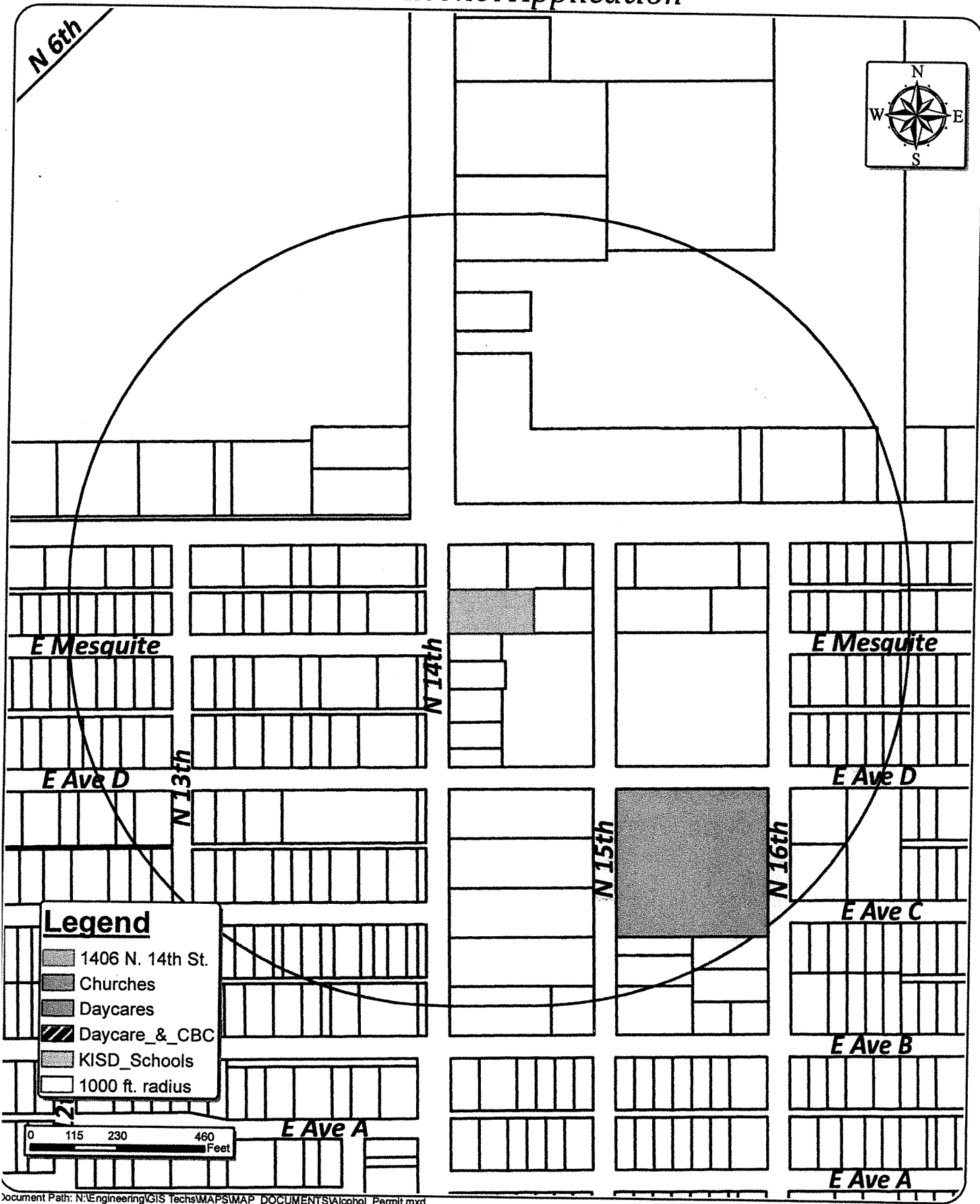
# Alcohol Application




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Page 1/1	Drawn By: Engineering Dept.	<p><b>DISCLAIMER</b></p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p><b>CITY OF KINGSVILLE</b></p> <p><b>ENGINEERING DEPARTMENT</b></p> <p>200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035</p>
	Last Update: 2/11/2015		
Note: Please see attached documents.			

# Alcohol Application



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Page 1 / 1	Drawn By: Engineering Dept.	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	 CITY OF KINGSVILLE <b>ENGINEERING DEPARTMENT</b> 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035
	Last Update: 2/11/2015		
	Note: Please see attached documents.		

PAUL WEST  
489 N COUNTY ROAD 1050  
KINGSVILLE, TX 78363  
#18305

PAUL WEST  
489 N COUNTY ROAD 1050  
KINGSVILLE, TX 78363  
#17146

OLGA & ENRIQUE BARRERA  
330 W AVE A  
KINGSVILLE, TX 78363  
#23950

FUENTES LLC  
1400 E CORRAL  
KINGSVILLE, TX 78363  
#16946 & 25891

ERNESTINA CASTILLO  
932 E MESQUITE  
KINGSVILLE, TX 78363  
#19436 & 21776

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#23522

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KINGSVILLE, TX 78363  
#24778

FERNANDO & DALIA MORENO  
519 E JOHNSON  
KINGSVILLE, TX 78363  
#15959



CITY OF  
**KINGSVILLE**

MEMORANDUM

DATE

Friday, June 21, 2016

TO

Mary Valenzuela, City Secretary

FROM

Engineering Department

SUBJECT

Alcohol License for 1406 N. 14<sup>th</sup> St.

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 1406 N. 14<sup>th</sup> St., we have concluded that the property in question does fall within the 1,000 ft boundary of a 1 church; therefore, it will require a variance according to City Ordinance sections 11-3-4&5.

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

Thank you,

Engineering Department

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

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



ON-PREMISE PREQUALIFICATION PACKET

L-ON  
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11-37, 11-39, 11-46(b), 61-37, 61-38, 61-42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11-391 and 61-381 as you may be required to post a sign at your proposed location 60 days prior to the issuance of your license/permit.

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website: [www.tabc.texas.gov/laws/code-and-rules.asp](http://www.tabc.texas.gov/laws/code-and-rules.asp)

LOCATION INFORMATION

1. Application for: ☒ Original ☐ Add Late Hours Only License/Permit Number \_\_\_\_\_

☐ Reinstatement License/Permit Number \_\_\_\_\_

☐ Change of Licensed Location License/Permit Number \_\_\_\_\_

2. Type of On-Premise License/Permit

- |  |   |
|--|---|
| <input type="checkbox"/> BG Wine and Beer Retailer's Permit                            | <input checked="" type="checkbox"/> LB Mixed Beverage Late Hours Permit |
| <input type="checkbox"/> BE Beer Retail Dealer's On-Premise License                    | <input type="checkbox"/> MI Minibar Permit                              |
| <input type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License              | <input type="checkbox"/> CB Caterer's Permit                            |
| <input type="checkbox"/> BP Brewpub License  | <input type="checkbox"/> FB Food and Beverage Certificate               |
| <input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats           | <input type="checkbox"/> PE Beverage Cartage Permit                     |
| <input type="checkbox"/> Y Wine & Beer Retailer's Permit for Railway Dining Car        | <input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB    |
| <input checked="" type="checkbox"/> MB Mixed Beverage Permit                           |   |
| <input type="checkbox"/> O Private Carrier's Permit - For Brewpubs (BP) with a BG only |   |

3. Indicate Primary Business at this Location

- |  |  |
|--|--|
| <input type="checkbox"/> Restaurant        | <input type="checkbox"/> Sporting Arena, Civic Center, Hotel |
| <input checked="" type="checkbox"/> Bar    | <input type="checkbox"/> Grocery/Market                      |
| <input type="checkbox"/> Sexually Oriented | <input type="checkbox"/> Miscellaneous _____                 |

4. Trade Name of Location Nucky's Cocktail Bar

5. Location Address 1406 N 14th St

City <u>Kingsville</u>	County <u>Kleberg</u>	State <u>TX</u>	Zip Code <u>78363</u>
------------------------	-----------------------	-----------------	-----------------------

6. Mailing Address <u>1406 N 14th St</u>	City <u>Kingsville</u>	State <u>TX</u>	Zip Code <u>78363</u>
--	------------------------	-----------------	-----------------------

7. Business Phone No. <u>361-228-1881</u>	Alternate Phone No. _____	E-mail Address _____
---	---------------------------	----------------------

OWNER INFORMATION

8. Type of Owner

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

9. Business Owner/Applicant Morales & Salinas LLC

Drew 361-228-4107

*(Signature)*

## **PUBLIC NOTICE** *paper* *6-29-16*

The City Commission of the City of Kingsville will hold a public hearing on Monday, July 25, 2016, at 6:00 P.M. to discuss and/or take action on the following items:

**Request for an alcohol variance for a Mixed Beverage Permit and Mixed Beverage Late Hours Permit, for the establishment known as Nucky's Cocktail Bar at 1406 North 14th Street.**

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



# **CONSENT AGENDA**

# **AGENDA ITEM #1**

## Jessica Storck

---

**From:** Kingsville EDC <edc2@kingsville.org>  
**Sent:** Thursday, July 14, 2016 11:18 AM  
**To:** Jessica Storck  
**Subject:** DC trip schedule

**Hey Jessica,**  
**Here is the information if you have any other questions you can give me a call.**  
Thank you,

Shaylene Godfrey  
Executive Assistant  
Greater Kingsville Economic Development Council  
Office (361) 592-6438

**From:** Dick Messbarger [<mailto:edc@kingsville.org>]  
**Sent:** Wednesday, July 13, 2016 5:45 PM  
**To:** 'jstork@cityofkingsville.org'  
**Subject:** Mayor's WDC Schedule

Jessica,

Here are new travel and hotel dates and times:

### Sunday, July 24

10:30 AM Depart CRP UA Flt 3780  
11:59 AM Arrive IAH  
12:59 PM Depart IAH UA Flt 1191  
5:12 PM Arrive DCA

### Holiday Inn National/Crystal City

2650 Jefferson Davis Hwy  
703-684-7200  
Confirmation Number 61648533  
\$264.16 per person (better price this time)

### Monday, July 25

8:30 AM Joe Lodovici + staff  
Principal Deputy CNIC  
CNIC HQ Navy Yard  
10:00 AM Navy Asst. Secretary Installations  
VADM Denny McGinn  
11:00 AM Rex Curtin + staff  
Principal Deputy N98  
N98 Air Warfare Office  
Pentagon Rm 5D453

12-noon Lunch in the Pentagon  
1:00 PM Army Asst. Secretary for Installations  
Honorable Katherine Hammack  
Pentagon Rm 4E464  
2:30 PM Rick Tickle  
DOD Citing Clearing House Director  
400 Mark Center  
5:00 PM Dinner with Rear Admiral Bill Sizemore  
Location to be determined

**Tuesday, July 26**

9:30 AM Meeting with Dave Hanke  
Military Legislative Assistant for Sen. Cornyn  
11:00 AM Meeting with Perry Broady  
Chief of Staff for Rep. Vela  
1:00 PM Meeting with Matt Shipley  
Military Legislative Assistant for Sen. Cruz  
2:00 PM Meeting with Margaret Dean  
Majority Chief of Staff for House Armed Services Committee  
5:57 PM Depart DCA UA Flt 1954  
8:17 PM Arrive IAH  
9:20 PM Depart IAH UA Flt 6064  
10:24 PM Arrive CRP

**From:** Jessica Storck [<mailto:JStorck@cityofkingsville.com>]  
**Sent:** Thursday, July 14, 2016 11:15 AM  
**To:** [edc2@kingsville.org](mailto:edc2@kingsville.org)  
**Subject:** test

Thank you,

Jessica Storck  
City Attorney's Office  
Legal Assistant/Paralegal  
P.O. Box 1458  
Kingsville, Texas 78364  
(p) 361-595-8016 (f) 361-592-4696



This email has been checked for viruses by Avast antivirus software.  
[www.avast.com](http://www.avast.com)

# **AGENDA ITEM #2**

**City of Kingsville  
Police Department**

---

TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Ricardo Torres, Chief of Police  
DATE: June 24, 2016  
SUBJECT: 2017 Operation Border Star Grant Application

---

**Summary:**

The Homeland Security Grants Division (HGSD) of the Governor's Office is soliciting grant applications for projects that support Operation Border Star during the 2017 grant cycle. The Kingsville Police Department has been invited to participate in this project.

**Background:**

The purpose of the program is to sustain interagency law enforcement operations and enhance local law enforcement patrols in an effort to deter and facilitate directed actions to interdict criminal activity. Program participants shall assist in the execution of coordinated border security. We see this grant as an opportunity to address local issues such as disrupting and deterring operations where drugs are being sold, decrease use of specific areas for crime as targeted in directed action missions, and disrupt and deter the operation of criminal organizations in our city and the surrounding areas.

**Financial Impact:**

The grant for "Operation Border Star" is a reimbursement type but does not require any cash match. We have been conditionally approved \$85,000.00 in funds to cover personnel costs, fuel and maintenance.

**Recommendation:**

We would request a resolution naming the Chief of Police as the Authorized Official, as per CJD, supporting our application and acceptance of funds. Please place this on the next available agenda. Thank you for your assistance regarding this matter.



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

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO ACCEPT A 2017 OPERATION BORDER STAR GRANT FOR THE KINGSVILLE POLICE DEPARTMENT.**

**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 017-PD-Grant-Border Star</b>					
<u>Revenues</u>					
4-2100		State Grants	72010	<u>\$85,000</u>	
<u>Expenses</u>					
5-2100		Overtime-PD-Borderstar	11201	<u>\$85,000</u>	

[To amend the City of Kingsville FY 15-16 budget to include the 2017 Operation Border Star grant as per the attached memo from the Chief of Police.]

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 July, 2016.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# **AGENDA ITEM #3**

**City of Kingsville  
Police Department**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: July 5, 2016

SUBJECT: 2015 Operation Stonegarden Acceptance and Budget Amendment

---

**Summary:**

The Kingsville Police Department has been invited to participate in the 2015 OPSG and has been approved for participation during this grant cycle.

**Background:**

The OPSG Program supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and Federal, state, local, tribal, and territorial law enforcement agencies. The OPSG Program provides funding to support joint efforts to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. The program is also risk-driven, capability based strategic plans that outline high-priority needs relating to terrorism preparedness. For these plans to be effective, government officials and elected leaders, working with the whole community, must consider how to sustain current capability levels, while also addressing potential gaps.

**Financial Impact:**

The grant for "Operation Stonegarden" is a reimbursement type but does not require any cash match. We have been conditionally approved \$122,533.28 in funds to cover personnel costs, fuel and radio equipment.

**Recommendation:**

We would request a resolution for acceptance of funds and also a budget amendment to begin using these funds as soon as practical. Please place this on the next available agenda. Thank you for your assistance regarding this matter.



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

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO ACCEPT A 2015 OPERATION STONEGARDEN GRANT FOR THE KINGSVILLE POLICE DEPARTMENT.**

**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 016-PD Stonegarden**

Revenues

4-2100	State Grants-PD	72021	<u>\$122,533.28</u>		
--------	-----------------	-------	---------------------	--	--

Expenses

5-2100	Overtime-2015-Stonegarden	11218	<u>\$122,533.28</u>		
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[To amend the City of Kingsville FY 15-16 budget to include the 2015 Operation Stonegarden grant as per the attached memo from the Chief of Police.]

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 July, 2016.

**PASSED AND APPROVED** on this the \_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #4**

**City of Kingsville  
Engineering/Public Works**

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

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

DATE: July 6, 2016

SUBJECT: Request for professional services for the creation of a City of Kingsville Drainage Master Plan

---

**Summary:**

This item authorizes the approval to seek professional services for the creation of a 2016 City of Kingsville Drainage Master Plan.

**Background:**

In January 14, 2013, the City of Kingsville approved an ordinance authorizing the issuance of "City of Kingsville, Texas Certificates of Obligations, Series 2013." The Certificate of Obligation (CO) was for the principal amount of \$4,275,000.00 (\$5,230,000.00 with premiums). The description of the CO was *"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, and/or rehabilitation of certain City-owned public property, specifically: (1) city wide drainage improvements; and (2) city wide street improvements and rehabilitation, and the payment of contractual obligations for professional services with such projects (including, but not limited to, financial advisory, legal, architectural, and engineering."* In CO series 2013, the city created two funds: 067 Road and Bridge in the amount of \$975,000.00 (\$37,000.00 remaining balance) and 068 Drainage in the amount of \$4,255,000.00 (\$715,000.00 remaining balance). Since 2012, the City of Kingsville Engineering department had been working on a recommended drainage plan and commission approved asphalt and concrete streets.

The engineering department has been operating with a recommended drainage plan and would like to operate on a secure comprehensive drainage master plan. The Master Plan would cover all aspects of municipal drainage including subdivisions, commercial developments, maintenance, etc.

**Financial Impact:**

The financial impact to hire professional services to create a drainage master plan is \$100,000.00.

**Recommendation:**

Staff recommends amending the 2015-2016 budget for professional services to create the Drainage Master Plan.



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

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET FOR CO2013 TO INCLUDE A DRAINAGE MASTER PLAN.**

**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
--------------	---------------------	------------------	--------------------	--------------------	--------------------

---

**Fund 068-CO Series 2013-Drainage**

Equity

2		Restricted for Capital Outlay	74002		<u>\$100,000</u>
---	--	-------------------------------	-------	--	------------------

Expenses

5-3050		Professional Services	31400	<u>\$100,000</u>	
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[To amend the City of Kingsville FY 15-16 Budget to include funding for a Drainage Master Plan as per the attached memo from the City Engineer/Director of Public Works.]

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 July, 2016.

**PASSED AND APPROVED** on this the \_\_\_ day of \_\_\_\_\_, 2016.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# **REGULAR AGENDA**

# **AGENDA ITEM #5**

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

---

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: July 15, 2016

SUBJECT: Request for Alcohol Variance at 1406 N. 14<sup>th</sup> Street

---

**Summary:** The 300ft. and 1,000 ft. radius were checked for schools, daycares and churches. Within 1,000 ft. there is a church Centro de Milagros. Because of that a variance is required according to City ordinance sections 11-3-4&5.

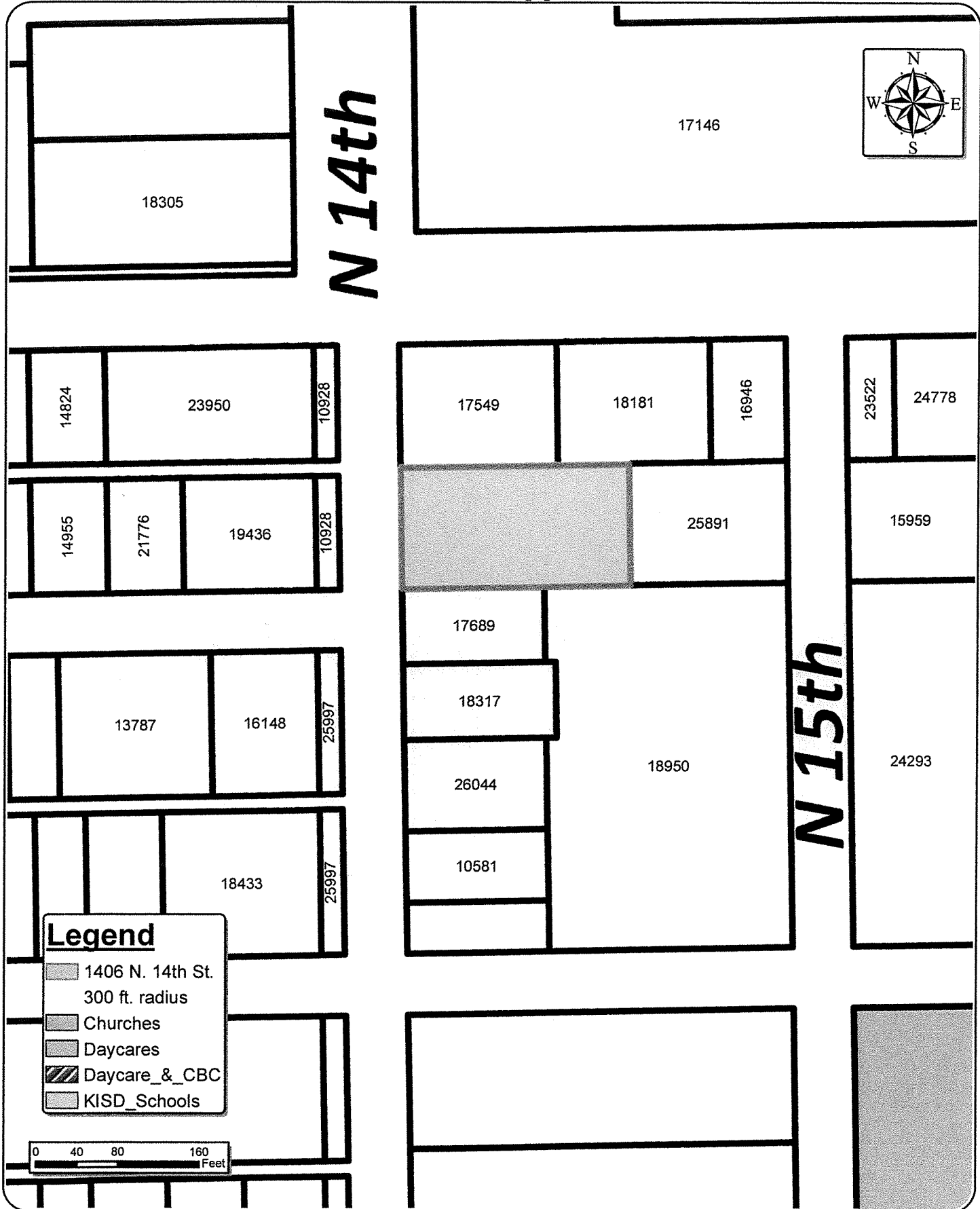
**Background:** Nucky's Cocktail Bar is requesting this alcohol variance for a Mixed Beverage Permit and Mixed Beverage Late Hours Permit. The address is 1406 N. 14<sup>th</sup> Street. This address had a prior alcohol variance request that was presented before the City Commission on March 23, 2015. At that time it was known as Tequila's. It was approved by the City Commission but never opened up for business. All required notices have been sent to the property owners within 300ft. Additionally a public hearing notice was placed in the newspaper. As of this point, we have not received any negative feedback from the property owners or citizens that have received a notice.

**Financial Impact:** The possibility of additional sales taxes.

**Recommendation:** Approve alcohol variance request.



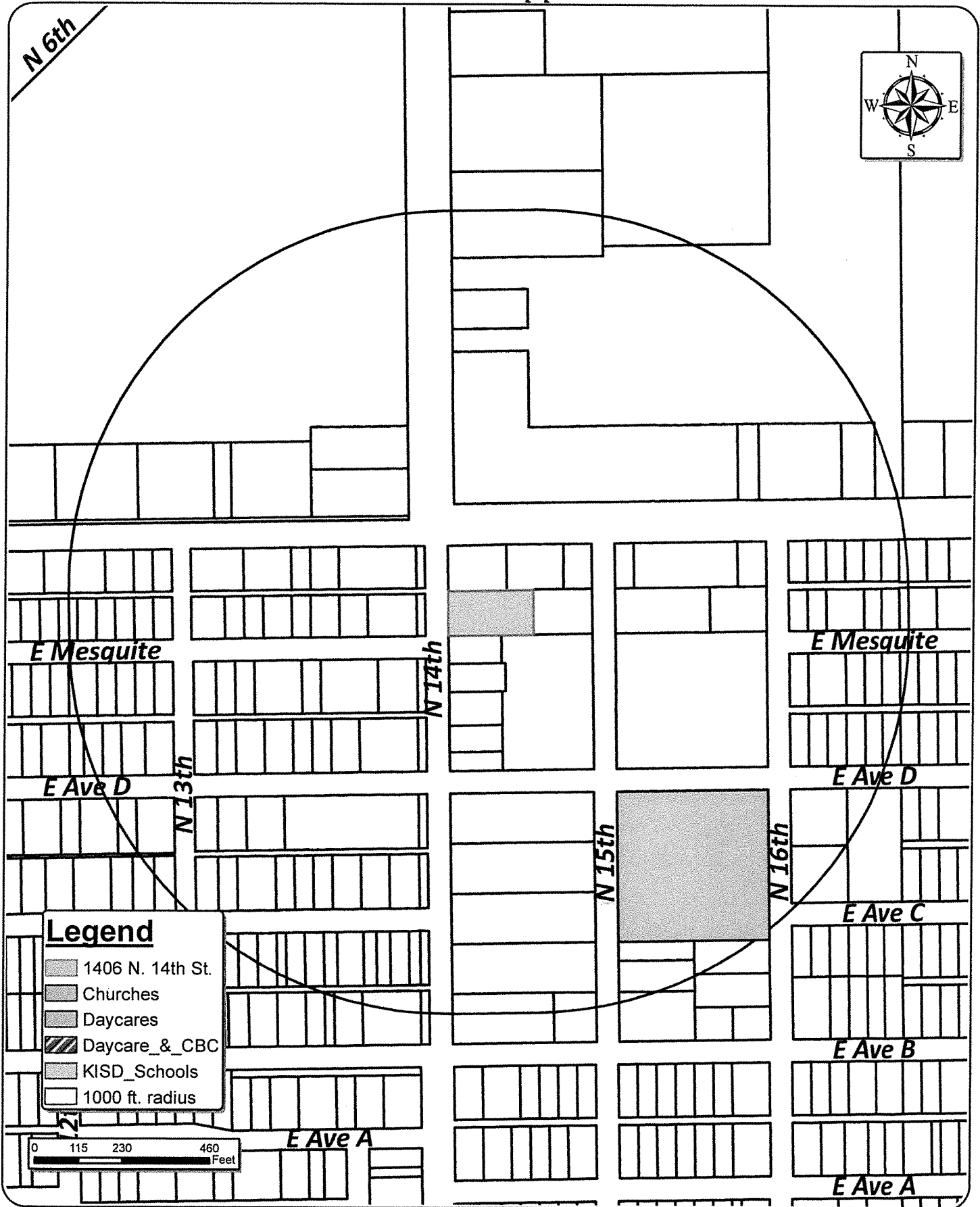
# Alcohol Application



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

Page 1/1	Drawn By: Engineering Dept.	<p><b>DISCLAIMER</b></p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p><b>CITY OF KINGSVILLE</b></p> <p><b>ENGINEERING DEPARTMENT</b></p> <p>200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035</p>
	Last Update: 2/11/2015		
	Note: Please see attached documents.		

# Alcohol Application



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

Page 1 / 1	Drawn By: Engineering Dept.	<p><b>DISCLAIMER</b></p> <p>THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.</p>	<p><b>CITY OF KINGSVILLE</b></p> <p><b>ENGINEERING DEPARTMENT</b></p> <p>200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035</p>
	Last Update: 2/11/2015		
	Note: Please see attached documents.		

PAUL WEST  
489 N COUNTY ROAD 1050  
KINGSVILLE, TX 78363  
#18305

PAUL WEST  
489 N COUNTY ROAD 1050  
KINGSVILLE, TX 78363  
#17146

OLGA & ENRIQUE BARRERA  
330 W AVE A  
KINGSVILLE, TX 78363  
#23950

FUENTES LLC  
1400 E CORRAL  
KINGSVILLE, TX 78363  
#16946 & 25891

ERNESTINA CASTILLO  
932 E MESQUITE  
KINGSVILLE, TX 78363  
#19436 & 21776

TEXAS HIGHWAY  
PO BOX 14087  
AUSTIN, TX 78773-0001  
#10928

TEXAS HIGHWAY  
PO BOX 14087  
AUSTIN, TX 78773-0001  
#25997

JOSE & MARIA ROLANDO  
134 W FM 772  
KINGSVILLE, TX 78363  
#13787

DIANA ZAVALA  
PO BOX 1069  
KINGSVILLE, TX 78363  
#16148

ELMA MONTEZ  
302 E ELLA  
KINGSVILLE, TX 78363  
#18433

EXIQUIO VILLARREAL  
PO BOX 1462  
KINGSVILLE, TX 78363  
#17549 & 18181

OTTO SCHROEDER  
PO BOX 198  
CALLIHAM, TX 78007  
#17689

RODNEY RODRIGUEZ  
627 N 14<sup>TH</sup>  
KINGSVILLE, TX 78363  
#18317

RANDELL MATBY  
PO BOX 5083  
KINGSVILLE, TX 78363  
#26044

RANDELL & SANDRA MALTBY  
PO BOX 5083  
KINGSVILLE, TX 78363  
#10581

JOSE SILGUERO  
509 E AVE D  
KINGSVILLE, TX 78363  
#24293

FUTURE DATA SERVICES  
PO BOX 5083  
KINGSVILLE, TX 78363  
#18950

MARIA PEREZ  
1101 E CORRAL  
KINGSVILLE, TX 78363  
#23522

JUAN & MARIA GONZALEZ  
720 E MESQUITE  
KINGSVILLE, TX 78363  
#24778

FERNANDO & DALIA MORENO  
519 E JOHNSON  
KINGSVILLE, TX 78363  
#15959



CITY OF  
**KINGSVILLE**

MEMORANDUM

DATE

Friday, June 21, 2016

TO

Mary Valenzuela, City Secretary

FROM

Engineering Department

SUBJECT

Alcohol License for 1406 N. 14<sup>th</sup> St.

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 1406 N. 14<sup>th</sup> St., we have concluded that the property in question does fall within the 1,000 ft boundary of a 1 church; therefore, it will require a variance according to City Ordinance sections 11-3-4&5.

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

Thank you,

Engineering Department

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

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

Ken'd  
6-20-16



# ON-PREMISE PREQUALIFICATION PACKET

L-ON  
(01/2016)

Submit this packet to the proper governmental entities to obtain certification for the type of license/permit for which you are applying as required by Sections 11-37, 11-39, 11-46(b), 61-37, 61-38, 61-42 and Rule §33.13

Contact your local TABC office to verify requirements of Sections 11-391 and 61-381 as you may be required to post a sign at your proposed location 60 days prior to the issuance of your license/permit

All statutory and rule references mentioned in this application refer to and can be found in the Texas Alcoholic Beverage Code or Rules located on our website - [www.tabc.texas.gov/laws/code-and-rules.asp](http://www.tabc.texas.gov/laws/code-and-rules.asp)

## LOCATION INFORMATION

1. Application for: ☒ Original ☐ Add Late Hours Only License/Permit Number \_\_\_\_\_

☐ Reinstatement License/Permit Number \_\_\_\_\_

☐ Change of Licensed Location License/Permit Number \_\_\_\_\_

### 2. Type of On-Premise License/Permit

- |  |   |
|--|---|
| <input type="checkbox"/> BG Wine and Beer Retailer's Permit                            | <input checked="" type="checkbox"/> LB Mixed Beverage Late Hours Permit |
| <input type="checkbox"/> BE Beer Retail Dealer's On-Premise License                    | <input type="checkbox"/> MI Minibar Permit                              |
| <input type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License              | <input type="checkbox"/> CB Caterer's Permit                            |
| <input type="checkbox"/> BP Brewpub License  | <input type="checkbox"/> FB Food and Beverage Certificate               |
| <input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats           | <input type="checkbox"/> PE Beverage Cartage Permit                     |
| <input type="checkbox"/> Y Wine & Beer Retailer's Permit for Railway Dining Car        | <input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB    |
| <input checked="" type="checkbox"/> MB Mixed Beverage Permit                           |   |
| <input type="checkbox"/> O Private Carrier's Permit - For Brewpubs (BP) with a BG only |   |

### 3. Indicate Primary Business at this Location

- |  |  |
|--|--|
| <input type="checkbox"/> Restaurant        | <input type="checkbox"/> Sporting Arena, Civic Center, Hotel |
| <input checked="" type="checkbox"/> Bar    | <input type="checkbox"/> Grocery/Market                      |
| <input type="checkbox"/> Sexually Oriented | <input type="checkbox"/> Miscellaneous _____                 |

### 4. Trade Name of Location

Nucky's Cocktail Bar

### 5. Location Address

1406 N 14th St

City Kingsville

County Kleberg

State TX Zip Code 78363

### 6. Mailing Address

1406 N 14th St

City Kingsville

State TX Zip Code 78363

### 7. Business Phone No.

361-228-1881

### Alternate Phone No.

### E-mail Address

## OWNER INFORMATION

### 8. Type of Owner

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

### 9. Business Owner/Applicant

Moralez 3 Salinas LLC

Drew 361-228-4107

*(Signature)*



## PUBLIC NOTICE *paper* 6-29-16

The City Commission of the City of Kingsville will hold a public hearing on Monday, July 25, 2016, at 6:00 P.M. to discuss and/or take action on the following items:

**Request for an alcohol variance for a Mixed Beverage Permit and Mixed Beverage Late Hours Permit, for the establishment known as Nucky's Cocktail Bar at 1406 North 14th Street.**

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

# **AGENDA ITEM #6**

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND KLEBERG COUNTY FOR CONSTABLE PRECINCT #3 FOR DISPATCHING SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City, for purposes of performing functions of law enforcement through its police department, has an authorized access terminal providing access to the Texas Law Enforcement Telecommunications System ("TLETS") that can assist law enforcement in the investigation of crime;

**WHEREAS**, the County has need for temporary dispatching and TLETS searches for the County Constable of Precinct #3 and the City can assist with this temporary service;

**WHEREAS**, the City and County now desire to enter into an Interlocal Agreement for dispatching services for County Constable Precinct #3;

**WHEREAS**, the County of Kleberg and the City of Kingsville have previously entered into interlocal agreements to share services and expenses on items that benefit the residents of their respective entities.

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

I.

**THAT** the City authorizes and directs the City Manager, as an act of the City of Kingsville, Texas, to enter into an Interlocal Cooperation Agreement Between the City of Kingsville and Kleberg County for Constable Precinct #3 for dispatching services.

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  
\_\_\_\_\_ 25<sup>th</sup> day of \_\_\_\_\_ July \_\_\_\_\_, 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**INTERLOCAL COOPERATION AGREEMENT**  
**BETWEEN THE CITY OF KINGSVILLE, TEXAS**  
**AND KLEBERG COUNTY FOR CONSTABLE PRECINT #3**  
**FOR DISPATCHING SERVICES**

**THIS INTERLOCAL COOPERATION AGREEMENT** is made and entered into effective this 13 day of July, 2016, by and between the CITY OF KINGSVILLE (the "City" herein) and KLEBERG COUNTY for KLEBERG COUNTY CONSTABLE PCT 3 (the "Entity" herein), political subdivisions of the State of Texas.

**WITNESSETH:**

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more local government entities may contract with each other for the performance of government functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

**WHEREAS**, the City, for purposes of performing functions of law enforcement through its police department, has an authorized access terminal providing access to the Texas Law Enforcement Telecommunications System ("TLETS");

**WHEREAS**, TLETS provides potentially valuable law enforcement-related data from intrastate and interstate sources to assist law enforcement in the investigation of crime;

**WHEREAS**, TLETS is administered by the Texas Department of Public Safety, who in turn grants specific access to TLETS through specifically defined terminals, one of which is held by the City to assist the Entity in the investigation of crime;

**WHEREAS**, the Entity's investigation of crime serves the purpose of providing police protection and promoting and protecting the health and welfare of local residents;

**WHEREAS**, the City, by its proximity, will benefit from improved criminal investigation by the nearby Entity; and

**WHEREAS**, the City desires to allow the Entity to access TLETS through the City's authorized connection for criminal justice purposes by the Entity, with the Entity bearing any additional costs related to the Entity gaining access to TLETS through the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

## **I. Terms and Conditions**

1. City agrees to allow Entity to access City's authorized TLETS connection for criminal justice purposes.
2. Entity agrees to bear any costs associated with Entity gaining access to and using City's TLETS connection. The reimbursement for these costs, if any, will be limited to reimbursement of out of pocket costs of the City.
3. Entity agrees that Entity's use of City's TLETS connection and information obtained therefrom shall at all times comply with all applicable local, state, and federal regulations.
4. Entity agrees that if City determines, in its sole and absolute discretion, that Entity's connection with City's TLETS connection has any negative affect on City's computer network, terminals, operations, or any administrative function of the City or City's Police Department, then City may terminate this Agreement and remove Entity's connection to TLETS. In the event of such termination of this Agreement and the server connection, City shall bear no cost or liability to Entity and the indemnification of Section 2 of Article II shall remain in full force and effect.
5. This agreement shall be for a term of 30 days from the date the last party signs.
6. Either party may cancel the agreement at any time by giving 24 hours written notice to the other party.

## **II. Miscellaneous**

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. The Entity will indemnify and hold harmless the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of willful or negligent act or omission of Entity, its officers, agents, servant, and employees under this Agreement; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses, and attorney's fees arising out of this Agreement based upon any willful or negligent act or omission of the City, its officers, agents, servants and employees.
3. Any financial obligations of the parties under this agreement shall be payable from current revenues available to the respective paying party.
4. This agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreement and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement

cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.

5. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Kleberg County, Texas.
6. This Agreement shall be binding upon and inure to the benefit of the City and the Entity and their respective representatives, successors and assigns. Except as expressly provided herein; nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors, and assigns, any rights or remedies under or by reason of this Agreement.
7. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
8. The effective date of this Agreement shall be the date of the last of the parties to approve and ratify this Agreement.

CITY OF KINGSVILLE, TEXAS

Approved and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jesus Garza, City Manager

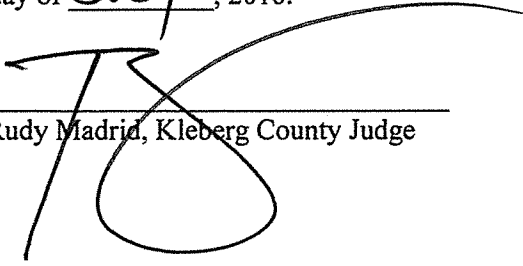
ATTEST:

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

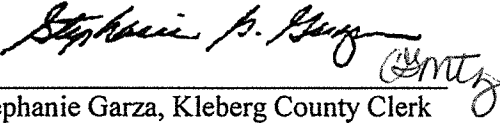
\_\_\_\_\_  
Ricardo Torres, Chief of Police

KLEBERG COUNTY, TEXAS

Approved and entered into on the 13 day of July, 2016.

  
\_\_\_\_\_  
Rudy Madrid, Kleberg County Judge

ATTEST:

  
\_\_\_\_\_  
Stephanie Garza, Kleberg County Clerk



# **AGENDA ITEM #7**

**City of Kingsville  
Fire Department**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: Adrian Garcia, Fire Chief / EMC  
DATE: July 25th, 2016  
SUBJECT: Intermedix Contract

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**Summary:**

This updates the contract with Intermedix, who provides EMS billing for the Fire Department.

**Background:**

KFD currently uses Intermedix for EMS billing of all ambulance calls. Intermedix informed KFD that they would begin charging for TripTix which KFD had been receiving but had not been paying for. This resulted in an increase of 1.25%, from 7% to 8.25% billing rate.

**Financial Impact:**

Based on historical revenue of ~\$500,000, the new contract will result in an increased expense of ~\$6,250

**Recommendation:**

KFD has been using Intermedix for years and has a good working relationship with them. The past three years, TripTix has been provided to KFD at no cost due to an oversight on Intermedix part. Intermedix has increased the revenue from EMS over the past 6 years.

Intermedix has provided excellent service for the past years and it is our recommendation that the Commission approve the renewal and continue with Intermedix.



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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF KINGSVILLE EMS AND FIRE DEPARTMENT AND ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX CORPORATION, FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville had previously entered into a Professional Services Agreement with Alexander Billing and Consulting, Inc. in March of 2006 and an extension of the agreement in 2011;

**WHEREAS**, the contract is up for expiration and the parties desire to enter into a new agreement with a subsidiary of Intermedix, Advanced Data Processing, Inc.;

**WHEREAS**, the term would be for three years with automatic one-year renewals and the total contractor fee would be 8.25%;

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into an Amendment between the City of Kingsville EMS and Fire Department and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, for Ambulance Billing and Related Professional Services in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the \_\_\_\_\_  
25th day of July, 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**AGREEMENT BETWEEN  
CITY OF KINGSVILLE EMS AND FIRE DEPARTMENT  
AND  
ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX  
CORPORATION  
FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of August, 2016 (the "Effective Date") by and between **City of Kingsville EMS and Fire Department**, a Texas municipality, with principal offices located at 110 North 10<sup>th</sup> Street, Kingsville, TX 78363 ("Client") and **Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation**, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 ("Intermedix").

**RECITALS**

WHEREAS, Client provides emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

**AGREEMENT**

**1. ENGAGEMENT OF INTERMEDIX.** During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").

**2. SCOPE OF SERVICES.** Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the Billing System (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the Scope of Services within Intermedix's capabilities, which changes shall be implemented upon mutual written

agreement of the parties specifying such changes and any change in compensation attributable thereto.

### **3. ACCESS TO BILLING SYSTEM.**

**3.01 Right to Use.** During the Term of this Agreement, Intermedix grants to Client, access to Intermedix billing system solely to view Client's accounts, run various reports, and access to all data associated with the billing and collection process which is wholly owned by Client ("Billing System"). During the Term of this Agreement, Intermedix will not in any way transfer to any third party or use in direct or indirect competition with Client any information or data posted by or for the benefit of Client on Intermedix's website and acknowledges that all such information is confidential ("Confidential Information"). Intermedix further acknowledges that its handling of information on behalf of Client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. Intermedix agrees to comply with all of such laws, rules and regulations and restrictions, as is commercially reasonably possible, at its sole cost and expense. This Access to Billing System Section and all obligations contained therein will survive any termination or expiration of this Agreement.

**3.02 User Restrictions.** Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Billing System, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the Billing System or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the Billing System or in any way attempt to discover or reproduce source code for the Billing System, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the Billing System. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Billing System, any other Service or the Documentation.

**3.03 Internet Access.** Client shall be responsible for providing its own Internet access necessary to provide the Billing System, and in no event shall Client be provided with direct access (by modem or otherwise) to the Billing System server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the Billing System at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to Client for its inability to access the Billing System.

**3.04 Reporting.** Operational and financial data reports for Client will be available on the Billing System when the Billing System is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to Client. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and Client.

**3.05 Acknowledgement with Respect to Reports.** With respect to each report generated for Client as part of the Billing System, Client acknowledges and agrees: (i) such report represents a “snapshot” of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client’s business. Accordingly, any particular report may not accurately represent the Client’s then-current or future financial condition.

**3.06 Intellectual Property.** Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, Billing System and other related systems and equipment are the property and trade secrets of Intermedix, and that Client will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at Intermedix’s request.

**3.07 Audit Rights.** From time to time and upon reasonable prior written notice, Intermedix may audit Client’s use of the Services to help ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with Intermedix (or its representatives) to provide Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records.

#### **4. CLIENT RESPONSIBILITY.**

**4.01 Generally.** Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the Billing System. Client will immediately (and in no greater than twenty four (24) hours from Client’s knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the Billing System or (iv) any loss or theft of a hardware device on which a User has access to the Billing System (each of subsections (i) through (iv) a “Security Breach Event”). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder (“HIPAA”), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the “HITECH Act”), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services (“HHS”), and prominent media outlets) (the “HIPAA Notifications”) triggered

by the Security Breach Event. "Protected Health Information" means Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

**4.02 Rights Following Notification.** Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Billing System until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Billing System, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

**4.03 Security.** Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Client is responsible for requiring its Users to use a password to access the Billing System in compliance with the Billing Security Characteristics. The "Billing Security Characteristics" means a password to access the Billing System, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain the security of the Billing System, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

## **5. COMPENSATION AND METHOD OF PAYMENT.**

**5.01 Fees.** Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

(a) Eight and twenty-five hundredths percent (8.25%) of all monies collected by Intermedix for EMS provided by Client less refunds ("Net Collections"). The fee identified within this 5.01

(b) includes the cost of Intermedix providing software support for the TripTix software only for the Client-owned hardware of four (4) Panasonic CF-19 Toughbooks ("Client Product"), plus

(c) HIPAA-compliant Notice of Privacy Practices to transported, billed patients, as an insert into the initial billing notice mailed to these patients, at a mutually agreed upon fee.



(d) An additional three percent (3.0%) of all monies collected by Intermedix via credit card payments for EMS provided by Client less refunds ("Net Collections")

(e) All amounts set forth in any Exhibit attached hereto.

**5.02** Intermedix shall submit the monthly invoices for fees for the Services to City of Kingsville EMS ATTN: Deborah Balli, Finance Director. Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

**5.03** Bank Accounts/ Credit Cards. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Client agrees to assume and be responsible for all costs associated with credit card processing.

**5.04** Taxes. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding and other taxes and duties. Client shall promptly pay, and indemnify Intermedix against, all taxes and duties assessed in connection with any such amounts, this Agreement and its performance by any authority within or outside of the U.S., except for taxes payable on Intermedix's net income.

## **6. COLLECTION EFFORTS.**

**6.01** Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments are for at least 80 percent of the amount of the bill; (ii) an insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as Intermedix determines in its sole and complete discretion.

**6.02** Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least but not limited to one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

**6.03 Administrative Fee/Third Party Collection Costs.** Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts. Client will be directly liable for all fees of third party collection agency.

**6.04 Excluded Persons.** If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), Intermedix shall not be required to refund to Client any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

**7. SYSTEM SUPPORT.** Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

**8. INDEPENDENT CONTRACTORS.** Intermedix is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign *in an administrative capacity* for Client the following types of standard forms and correspondence only; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

**9. LIMITATION ON LIABILITY.** INTERMEDIX'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE BILLING SYSTEM, EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CLIENT TO INTERMEDIX PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL INTERMEDIX BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INTERMEDIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

**10. INSURANCE.** Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000.

**11. CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.**

**11.01 Confidential Information.** Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure ("Confidential Information"). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

**11.02 Use and Disclosure.** Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the "BA Agreement"), if applicable.

**11.03 Return of Confidential Information.** Subject to Intermedix's internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

**11.04 HIPAA Business Associate Exhibit/Changes In HIPAA.** Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

**11.05 Right to Injunctive Relief.** The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Section 11 may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

**12. NON-SOLICITATION.** For the Term of this Agreement and for one (1) year after its termination, Client or Intermedix shall not employ or hire any employee or former employees - who, pursuant to this Agreement, has had any contact with employees or representatives of either party or has worked on Client's accounts, without the prior written consent of Client and Intermedix.

**13. ATTACHMENTS.** The following named attachments are made an integral part of this Agreement:

Scope of Services (Exhibit A attached hereto and made a part hereof);

Business Associate Agreement (Exhibit B attached hereto and made a part hereof); and

TripTix Program (Exhibit D attached hereto and made a part thereto).

**14. TERM AND TERMINATION.**

**14.01 Term.** This Agreement shall be effective for an initial three-(3) year period, commencing on the Effective Date unless terminated as provided in Section 14.02 below (the "Initial Term"). Following the expiration of the Initial Term, subject to the payment of all fees due hereunder, this Agreement shall renew for successive, automatically renewable one (1) year periods ("Renewal Terms"; collectively, the Initial Term together with any Renewal Terms are the "Term"), unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.02 below. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

**14.02 Events Triggering Termination.** This Agreement shall be subject to termination under the following conditions.

Termination without Cause. Following the initial term from the Effective Date of this Agreement, either Client or Intermedix may terminate this Agreement without cause upon six (6) months prior written notice to the other party.

Termination with Cause. If Intermedix materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

If Client materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

Termination Due to Bankruptcy. If Client or Intermedix: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

**14.03 Rights Upon Termination.** If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, Intermedix shall be entitled to recover when due and payable hereunder, all amounts owed to Intermedix hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days (the "Transition Period"), Intermedix, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedix prior to the effective date of termination, subject to the terms

and conditions of this Agreement, for the fee set forth in Section 5 above. At the end of the Transition Period, Intermedix shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedix in its sole discretion; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

**15. FORCE MAJEURE.** Except for Client's obligation to pay, when due, the fees and compensation owed to Intermedix pursuant to the terms and conditions of this Agreement, neither Client nor Intermedix shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**16. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws.

**17. GENERAL WARRANTIES AND DISCLAIMERS.**

**17.01 Corporate Authority.** Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

**17.02 Disclaimer.** THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

**18. EXPORT LAWS.** Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

**19. ASSIGNMENT OF AGREEMENT.** This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Intermedix may, upon notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate form of reorganization by or of Intermedix. Intermedix may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedix.

**20. NOTICES.** Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

To Client:                      City of Kingsville EMS & Fire Dept.  
   119 North 10th Street  
   Kingsville, TX 78363  
   Attn: Adrian Garcia, Fire Chief

To Intermedix:                Intermedix Corporation  
   6451 North Federal Highway, Suite 1000  
   Fort Lauderdale, Florida 33308  
   Attn: Brad Williams, CAO & VP

**21. SEVERABILITY.** If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

**22. ENTIRE AGREEMENT.** This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

**23. AMENDMENT/WAIVER.** This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

**24. ATTORNEYS FEES.** Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

**25. CONSTRUCTION OF AGREEMENT.** This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

**26. NO THIRD PARTY BENEFICIARIES.** Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

**27. COUNTERPARTS.** The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

<b>ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX CORPORATION, a DELAWARE CORPORATION</b>	<b>CITY OF KINGSVILLE EMS AND FIRE DEPARTMENT</b>
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By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit A**  
**Scope of Services**

***Base Services and Obligations:***

- A. Intermedix shall provide revenue cycle management services for Client as described below. Intermedix shall, during the Term:
1. Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
  2. Assist Client in identifying necessary documentation in order to process and bill the accounts.
  3. Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.
  4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.
  5. Respond to and follow up with Payors and respond to messages or inquiries from a Payor.
  6. Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.
  7. Maintain records of services performed and financial transactions.
  8. Meet, as needed, with representatives of Client to discuss results, problems and recommendations.
  9. Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
  10. Intermedix will support the Client in filing and maintaining required documentation and agreements with commonly-used Payors (e.g. Medicare, Medicaid, Champus, etc.). The Client will maintain responsibility for enrollment, required documentation, and agreements with Out of State Payers, such as Out of State Medicaid programs, and other payors not commonly billed
  11. Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.
13. Provide a designated liaison for Client, patient and other Payor concerns.
14. Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.
15. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.
16. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
17. Respond to any Client, Payor or patient inquiry or questions promptly.
18. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.
19. Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.
20. Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.
21. Process refund requests and provide Client with documentation substantiating each refund requested.
22. Assign billing to patient account numbers providing cross-reference to Client's assigned transport numbers.
23. Maintain responsibility for obtaining missing or incomplete insurance information.
24. Provide accurate coding of medical claims based on information provided by Client.
25. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

26. Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after twelve (12) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client.
27. Permit real-time read only electronic look-up access by Client to Intermedix's Billing System to obtain patient data and billing information.
28. Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.
29. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human

**B. *Client's Responsibilities and Obligations:***

1. From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:
  - (i) the Patient's full name and date of birth;
  - (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
  - (iii) the Patient's social security number;
  - (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
  - (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
  - (vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;
  - (vii) the Patient's Medicare or Medicaid HIC numbers if applicable;
  - (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;
  - (ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;

(x) odometer readings or actual loaded miles transported such that loaded miles may be calculated;

(xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and

(xii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

2. Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy. Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to Intermedix that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws., including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

3. Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on Client's behalf.

4. Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

5. Client will timely process refunds identified by Intermedix for account overpayments and provide to Intermedix confirmation, including copies of checks and other materials sent.

6. Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

7. Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

8. Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

9. Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any

of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

10. Client agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

11. Client agrees to notify Intermedix in the event that their Electronic Patient Care Reporting (ePCR) vendor performs any system upgrades. Notification may be made in writing to [support@Intermedix.com](mailto:support@Intermedix.com).

**Exhibit B**  
**Business Associate Agreement**

This Business Associate Agreement, separately executed as of February 5, 2014, (“Agreement”) but referenced as “Agreement”, attached hereto, supplements and is made part of the Underlying Agreement defined as Agreement for Ambulance Billing and Related Professional Services.

**Exhibit C**  
**(TripTix® Program)**

This Exhibit C, effective as of the Effective Date of the Agreement, hereby sets forth terms and conditions that apply only to the Software listed in this Exhibit C. In regards to the Software, to the extent the terms and conditions of the Agreement are in conflict with this Exhibit C, the terms of this Exhibit C shall control. Where not different or in conflict with the terms, conditions and definitions of this Exhibit C, all applicable terms, conditions, and definitions set forth in the Agreement are incorporated within this Exhibit C as if set forth herein. Capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Agreement.

WHEREAS, Intermedix has developed the TripTix® solution or product running on personal tablet devices to enter medical records and data into and interact with its main billing and medical records system or Billing System that Intermedix is willing to make available to Client to use during the Term of the Agreement, as well as subject to the terms and conditions set forth herein; and

WHEREAS, Client has expressed a desire to obtain a right to use the Product Software only while using Client Product; and

WHEREAS, Client acknowledges that, in connection with the provision of the Software, Intermedix is incurring significant per unit and, in some cases, per User out of pocket expenses;

NOW, THEREFORE, the parties agree as follows:

**ARTICLE I. DEFINITIONS**

**1.01** Definitions. For purposes of this Exhibit C, the following definitions shall apply:

(a) “Client Product Unit” shall mean a single data collection device owned by Client utilizing the Product provided by Intermedix.

(b) “Intellectual Property” shall mean all of Intermedix’s rights in and to the Product and Product Unit, including, without limitation, Intermedix’s copyrights, trademarks, trade dress, trade secrets, patents and patent applications (if any), and “know how” and any other proprietary information developed by Intermedix relevant to the Product and/or Product Unit, recognized in any jurisdiction in the world, now or hereafter existing, whether or not registered or registerable.

(c) “Product” shall mean, TripTix® Software.

(d) “Software” means the copies of Intermedix’s software programs as are contained in the Product, including any documentation included therewith. Intermedix may, at its sole discretion, provide corrections and modifications to the Software from time to time.

(e) “Users” shall mean: (i) any employees of Client and (ii) any medical professional who is authorized to perform medical services for Client in the area in which Client operates its emergency medical services as of the Addendum Effective Date.

## **ARTICLE II. PRICE AND PAYMENT**

**2.01** Adjustment to Rates of Compensation under the Agreement. The compensation due and owing Intermedix by Client shall be increased, if applicable, as described in Section 5 of the Agreement during the Term.

## **ARTICLE III. RIGHT TO USE PRODUCT AND PROPRIETARY RIGHTS**

**3.01** Right to Use. Commencing on the Effective Date and subject to the terms and conditions of this Exhibit C, Intermedix grants Client and its Users a non-exclusive, non-transferable right to use the Product during the Term. This right to use the Product during the Term does not constitute a sale of the Product or any portion or piece thereof.

**3.02** Delivery and Acceptance. Intermedix will deliver to Client, the Product at mutually agreeable times, after or simultaneously with the Effective Date.

**3.03** No Other Rights. Client’s rights in the Product will be limited to those expressly granted in this Article III. All changes, modifications or improvements made or developed with regard to the Product by Intermedix, whether or not made or developed at Client’s request, shall be and remain the property of Intermedix. Intermedix reserves all Intellectual Property rights and any other rights in and to the Product not expressly granted to Client hereunder.

**3.04** Restrictions. Client acknowledges that Intermedix and its suppliers, including, without limitation, the suppliers of certain Third-Party Intellectual Property Rights, have, retain and own all right, title and interest in and to the Product, and all patent, copyright, trademark and service mark and trade name and the goodwill associated therewith, trade secret, inventions, technology, ideas, know-how, and all other intellectual property rights and all other rights pertaining thereto. All such right, title and interest shall be and remain the sole property of Intermedix. Client shall not be an owner of, or have any interest in the Product but rather, such Client only has a right to use the Product pursuant to this Addendum. Neither Client nor its Users shall: (i) remove any copyright, patent or other proprietary legends from the Product; (ii) sublicense, lease, rent, assign, transfer or allow any third-party any right to use the Product; (iii) alter, modify, copy, enhance or adapt any component of the Product; (iv) attempt to reverse engineer, covert, translate, decompile, disassemble or merge any portion of the Product with any other software or materials; (v) otherwise create or attempt to create any derivative works from this Product, or permit persons who are not Users any access to the Product or its operations, and any attempt to do any of the above shall void all warranties given Client by Intermedix and shall be a material breach of this Addendum.

**3.05** Material Change to Product. If there is any material change in any rules, orders, laws or regulations governing the manner in which this Product operates or in the data provided by third parties (such as changes in the manner of operation of global distribution systems or



standards in wireless or non-wireless communications protocols); then upon written notice to Client, Intermedix will have the right, retroactive to the date of such material change, to modify the way in which this Product delivers data in order to comport with any change in law or regulations or functionality governing the Product. All data used by Intermedix for testing and development shall be supplied by Client at its expense to Intermedix promptly upon request by Intermedix to Client.

#### **ARTICLE IV. PRODUCT and CLIENT PRODUCT UNITS**

**4.01** Client will be responsible for any loss or damage to Client's Product Units.

**4.02** Client agrees that it shall immediately (and in no greater than twenty four (24) hours from Client's knowledge of the following) notify Intermedix of any loss, theft or damage deeming inoperable of Client's Product Unit (a "Client Product Unit Loss Event"). Upon Intermedix's receipt of notification given by the Client of a Client Product Unit Loss Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Product until such time as the Client Product Unit Loss Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Product, (ii) any other intellectual property rights of Intermedix or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that any Client Product Unit Loss Event involves Protected Health Information, and is subject to HIPAA, as amended by the HITECH Act, Client shall comply with all applicable requirements under such laws, including any applicable HIPAA Notification requirements triggered by the Product Unit Loss Event. To the extent that a Client Product Unit Loss Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, Health & Human Services, and/or prominent media outlets, as applicable). Client acknowledges that they are responsible for configuring Client's Product Unit security password configuration (the "Product Unit Security Configuration") and providing that Users provide adequate safeguard password security.

**4.03** Client may request Intermedix to support additional medical or other devices. Client understands and agrees that the costs of developing an interface may be significant and may involve the payment of royalties to the third-party manufacturers of the device. Client further understands and agrees that Intermedix has no obligation to undertake the development of interfaces with additional medical or other devices.

**4.04** Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, and against any claim, suit, fine, or damages, including loss of profits, reasonable attorneys' fees, or interest, or any incidental, indirect, special, or consequential damages incurred as a result of any loss or damage to Client's Product, the failure to utilize and require that its Users utilize the Software Security Configurations which comply with

the Billing Security Characteristics, or an actual or alleged violation of local, state or federal laws, including, but not limited to, laws applicable to Medicare, Medicaid, HIPAA, the HITECH Act, or any other public or private Payor or enforcement agency.

## **ARTICLE. V TERM AND TERMINATION**

**5.01** Generally. The term of this Exhibit C shall begin on the Effective Date and shall continue the termination or expiration of the Agreement, unless terminated as provided in Section 5.03 below.

**5.02** Termination. Notwithstanding any other language herein or in the Agreement, a termination of this Exhibit C shall not operate to terminate the Agreement, but a termination of the Agreement shall operate as a termination of this Exhibit C.

### **5.03** Termination of Exhibit C.

(a) If Intermedix, at any time, materially fails to perform any obligation required under this Exhibit C, or breaches any material term or condition of this Exhibit C, and such material default or breach, being curable, continues uncured for thirty (30) calendar days after written notice from Client to Intermedix specifying the nature and extent of the failure to materially perform such obligation, Client shall have the right to terminate this Exhibit C upon the expiration of said thirty (30) calendar day period.

(b) If Client, at any time, fails to materially perform any obligation required under this Exhibit C, or breaches any material term or condition of this Exhibit C, and such material default or breach, being curable, continues uncured for thirty (30) calendar days after written notice from Intermedix to Client specifying the nature and extent of the failure to materially perform such obligation, Intermedix shall have the right to terminate this Exhibit C upon the expiration of said thirty (30) calendar day period.

(c) Termination without Cause. Client may terminate this Exhibit C (but not the Agreement) at any time without cause by providing thirty (30) calendar days prior written notice to Intermedix.

(d) Intermedix may terminate this Exhibit C at any time without cause upon six (6) months prior written notice to Client.

**5.04** Obligations Following Termination. Any termination of this Exhibit C shall not release Client or Intermedix from any claim of the other accrued hereunder prior to the effective date of such termination. Upon termination of this Exhibit C, Intermedix shall remain the sole owner of all Intellectual Property and goodwill associated therewith, and Client shall assert no rights thereto. All payments made by Client to Intermedix hereunder are non-refundable.

## **ARTICLE VI. LIMITED WARRANTY AND DISCLAIMER:**

**6.01 Information/Disclaimer of Warranties with Respect to Data and Information Provided by Third Parties.** Some information transmittable or accessible through any Product Unit may have been obtained through sources believed to be reliable (such as various Internet providers, real-time data provided by GPS systems or medical devices or other third party information sources). Client agrees that Intermedix shall not have any liability whatsoever for the accuracy, completeness, timeliness or correct sequencing of the information, or for any decision made or action taken by Client in reliance upon such information or the Product. Client further agrees that Intermedix shall have no liability whatsoever for the transmission, non-transmission or partial transmission of data through third-party data systems and that such transmission shall be undertaken at Client's sole risk, cost and expense.

**6.02 Disclaimer.** Intermedix and its third party suppliers do not warrant that the Software will meet Client's requirements or that access to the Software, or the operation of the Software, will be uninterrupted, error-free, that all errors will be timely corrected. THE WARRANTIES EXPRESSLY PROVIDED IN THIS EXHIBIT C AND THE AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

**6.03 Exclusive Remedy.** For any breach of the warranties set forth in Section 6.01, Intermedix, shall, following written notice thereof by Client, use diligent efforts, at Intermedix's sole expense, promptly to repair or replace the nonconforming Software. This is Intermedix's sole and exclusive liability, and Client's sole and exclusive remedy, for the breach of the above warranties.

## **Schedule 2.01**

### **Third-Party Intellectual Property Royalty Payments**

In addition to the other compensation required under this Exhibit C, Third-Party Intellectual Property Payments may be required in the event of the following:

It may be required of Client that a Licensing/Royalty agreement may be executed between Client and the manufacturer of Client's defibrillating equipment when the manufacturer has cleared the Product Unit for direct interface between their equipment and Intermedix provided data devices.

# **AGENDA ITEM #8**

**City of Kingsville  
Department Name**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: David Mason, Purchasing/IT Director  
DATE: July 15, 2016  
SUBJECT: Siddons-Martin Ambulance

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**Summary:**

This items authorizes the purchase of a new RRUM-01 Road Rescue F-450 Ultramedic Ambulance from Siddons-Martin Emergency Group.

**Background:**

This ambulance will replace Medic 2, a 2007 year model with 48,241 miles.

**Financial Impact:**

This purchase will expend a total of \$201,695.00. \$200,000 was budgeted in 033-5-2200-71200, CO2016 and the remaining \$1,695.00 will be from 001-5-2200-21100 Supplies.

**Recommendation:**

Staff recommends the purchase the ambulance from Siddons-Martin Emergency Group, 3500 Shelby Lane, Denton, TX 76207 under HGAC contract AM10-14 per attached specifications. Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.



# Siddons-Martin Emergency Group

*Protecting the Southwest*

3500 Shelby Lane  
Denton, Texas 76207  
GDN P115891  
TXDOT MVD No. A115890  
EIN 27-4333590

July 5, 2016

Adrian Garcia, Fire Chief  
Kingsville Fire Department  
119 N 10th St  
Kingsville TX 78363

## Proposal for Type 1 Road Rescue

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Kingsville Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Kingsville Fire Department and training on operation and use of the apparatus.

Description	Amount
RRUM-01 Road Rescue F-450 Ultramedic Price guaranteed for 21 days. Delivery within 8.5-9.5 months of order date.	
Vehicle Price	\$ 199,445.00
EMSAR Powerload Inst	\$ 1,250.00
<b>SUB TOTAL</b>	<b>\$ 200,695.00</b>
 H-GAC Ambulance AM10-14	 \$ 1,000.00
<b>TOTAL</b>	<b>\$ 201,695.00</b>

**Additional.** This proposal price is based off of the 2016 F-450 chassis pricing. This sales price of the vehicle is contingent upon the availability of F450 chassis available at Road Rescue.

If there are no longer any 2016 F450 Chassis available at Road Rescue when a purchase order from Kingsville Fire Department is issued the chassis price will increase \$5,000 due to a 2017 model change from Ford.

This proposal includes a final inspection for (1) Kingsville Fire Department employee(s) to the factory for a final inspection of the completed unit.

**Taxes.** Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

**Late Fee.** A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

**Cancellation.** In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

**Acceptance.** In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

**Carson Collins**  
Siddons-Martin Emergency Group, LLC

I, \_\_\_\_\_, the authorized representative of Kingsville Fire Department, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

\_\_\_\_\_  
Signature & Date



# QUOTATION

Siddons- Martin Emergency Group

Kingsville Fire Department  
Adrian Garcia  
119 N 10th St  
Kingsville, TX 78363  
361-720-1211

Siddons-Martin Emergency Group  
Carson Collins  
14233 Interdrive West  
Houston, Texas 77032  
361-850-0816  
ccollins@siddons-martin.com

Exp. Date: 12/16/2015  
Quote No: Rev 2-2021  
Job/Order No: 1R6084  
07/05/2016 18:18:48

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PART NO	S	DESCRIPTION	QTY	ID
		<b>== Road Rescue Boilerplate - 2014.024 11/06/15 ==</b>	1	RRI
00-00-0247		***** OUTSIDE GRAPHICS- 24/7 *****	1	RRI
00-01-0999		Information - Scope, Purpose and Classification	1	RRI
		<b>WARRANTY</b>	1	RRI
00-02-8100		Warranty - Documentation	1	RRI
00-02-8200		Warranty - Module Structural	1	RRI
00-02-8300		Warranty - Electrical, Standard System	1	RRI
00-02-8400		Warranty - Paint	1	RRI
00-02-8500		Warranty - Conversion	1	RRI
	S	<b>2016 F-450 89 WB</b>	1	RRI
		<b>01- CHASSIS REQUIREMENTS</b>	1	RRI
01-01-3205	S <	2016 Ford F-450 4x2, 189"W/B, 16,500 GVWR 16-2 NOTE: Due to the low alternator output install an additional 210 Amp alternator. The 220 Amp alternator output @ normal operating temp. is approximately 170 Amps. Chassis consumes 55 Amps only leaving 115 amps remaining for the module.  NOTE: If power door locks are ordered for the module entrance doors the power door lock system will be tied to OEM chassis power locks, but the chassis key fobs will ONLY operate the chassis cab doors and when the cab interior door lock switch is pressed then both systems operate as one. This is due to the OEM electrical system.	1	RRI
		<b>CHASSIS OPTIONS</b>	1	RRI
01-07-0140		Front Suspension - Dodge Ram-Series (4x2)	1	RRI
01-07-1000		Sway Bar, Front - OEM	1	RRI
01-07-8050	S <	Rear Suspension - Liquid Spring- B DS120R-A	1	RRI
01-07-9020	<	Dump - Circuit, Dump W/ enable switch in cab. State Location: Cab console Enable switch to override auto dump with rear door open. Only to reset when switch is deactivated.	1	RRI
01-17-4900	<	Block Heater - With OEM Plug (STANDARD) This option does not include a switch... (STANDARD).	1	RRI
		<b>OUTSIDE REAR VIEW MIRRORS</b>	1	RRI
01-20-0100		Mirrors - OEM Standard	1	RRI
		<b>CAB INTERIOR OPTIONS</b>	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
01-21-3500		Cab Insulation - Thinsulate in Cab Ceiling (STANDARD)	1	RRI
		<b>TIRES / WHEELS</b>	1	RRI
01-23-4100	>	Spare Tire Bracket - Delete	1	RRI
01-24-2009		SS Wheel Simulators - Phoenix w/ Lug Nut covers, Dodge RAM	1	RRI
03-16-1550		Running Boards - Diamond Plate, D-4500 (Standard)	1	RRI
		<b>== Type 1 - UM 168" Module, RAM-Series - 2014.024 11/06/15 ==</b>	1	RRI
02-01-7002	< >	Ultramedic - 168"L x 96"W Type 1 Module 16-3 Ultramedic I - 168"L x 96"W Type I Aisle width to be 46". The interior headroom shall be 72"	1	RRI
02-01-9500		Interior Headroom - 72"	1	RRI
02-01-9622	>	Standard Aisle Width = 46"	1	RRI
02-02-1000		Materials, Type I & Type III	1	RRI
		<b>03 - MODULE EXTERIOR</b>	1	RRI
03-02-0200		Module Undercoating (STANDARD)	1	RRI
		<b>EXTERIOR MODULE CONSTRUCTION</b>	1	RRI
03-03-1400	>	Module Roof Radius, 3 Inch High (STANDARD)	1	RRI
03-03-1500	>	Extreme Bonding Tape (STANDARD)	1	RRI
03-03-1600	>	Sub-floor Gusset Supports (STANDARD)	1	RRI
03-03-1700	>	One Piece Side Body Panels (STANDARD)	1	RRI
03-03-1800	>	Reinforce Rear Header (STANDARD)	1	RRI
03-03-1900	>	Single Sheet Module Roof Sheet (STANDARD)	1	RRI
03-03-2010	< >	Drop Curbside Forward Body Skirt - 5", Add Double Step, Light Duty Chassis Drop Curbside Forward Body Skirt, Add Double Step ahead of the Curbside Wheelwell - Drop curbside forward body skirt a total of 5 Inches lower than the rearward skirt and Incorporate a Double Step in the Side Entry Step well. Increase the depth of stepwell inboard as far as sub structure permits. Side surfaces to be Diamond Plate. Step surface to be a combination of NFPA Diamond Plate and removable 9" Grip Strut insert. The second step to be fabricated of NFPA Diamond Plate and installed so that the step surface is midway between the stepwell floor surface and the module floor (Ultramedic, Promedic only)	1	RRI
03-03-8005		Fuel Fill - Standard Pocket -Square	1	RRI
		<b>MODULE ENTRANCE</b>	1	RRI
03-05-0100	>	Module Access - Standard	1	RRI
03-06-0100	<	Entry Doors - Hidden Hinge, Seal on Door ,W/Fail Safe Latching,STD This includes the Fail Safe Latching mechanisms on all three entrance doors.	1	RRI
03-06-0700		Door Restraints - Rear, Polished Cast Aluminum, Pin & Slot Style	1	RRI
03-06-0800	<	Door Restraints - Side, Heavy Duty Gas Spring Hold Opens Curbside Door Restraint - Heavy Duty gas spring hold opens. - Attached by 1/4" x 20 SS Machine Screws with 1/4" x 20 Nut Inserts into Comer Gusset in Door Side entrance door to open to 90+ degrees. (STANDARD)	1	RRI
03-06-1012		Entry Door Handles - TriMark 2015 Chrome/Black (includes interior handles)	1	RRI
03-06-1500		Door Panel, Inner - Stainless Steel (STANDARD)	1	RRI
03-06-2200		Magnetic Entry Door Switches (STANDARD)	1	RRI
03-06-4010	< >	Lock Boxes, White Diamond Grade (STANDARD) The lock boxes for the interior door handles are to be covered with White Diamond Grade reflective material	1	RRI
03-06-4200		Coil Cords for Electrical Circuits (STANDARD)	1	RRI
03-06-4400		Door Panel Mounting Screws (STANDARD)	1	RRI
03-06-6065	< >	Power Door Locks - Module Entry Doors,W/Hidden Switch Install power door locks in side and rear entrance doors. Includes (2) lock/unlock switches, one at side door and one at rear door. Also includes (1) hidden switch in rear license frame for unlock function only. System will be tied to OEM	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
		chassis power locks so that both systems operate as one. Does not include wireless remote.		
		Hidden switch must unlock chassis doors as well		
		Note: Hidden Switch can be moved per dealer instructions.		
		<b>SIDE DOOR STEP</b>	1	RRI
03-08-2000		(2) Step Well, Side Entry - Increased Depth, Lower Grip, Upper Diamond Plate	1	RRI
03-08-3010		Stepwell Light - LED, Whelen OS Mini, Clear (STANDARD)	1	RRI
		<b>WINDOWS</b>	1	RRI
03-09-0030		Module Window Requirements	1	RRI
03-09-1110		Window - Side Entry Door, 18X18, Slider - Standard Glass	1	RRI
03-09-1210		Window - Rear Entry Doors, 18X24, Fixed - Standard Glass	1	RRI
		<b>MODULE TO CHASSIS MOUNTING SYSTEM</b>	1	RRI
03-10-5000		Module to chassis mounting system-Light Duty I (10)	1	RRI
03-11-6000		Connecting Bellows, Type I	1	RRI
		<b>REAR BUMPER AND REAR STEP CONSTRUCTION</b>	1	RRI
03-12-1800		Rear Bumper - Recessed 9" Pocket, Flip-up	1	RRI
03-12-3020	< >	Bumper Pods, CPI Cast Aluminum w/RR Logo. (UM & PM) Cast Products Bumper Pods, High Polish Finish. Mounted on the outboard rear step bumper frame members. The CPI cast aluminum pod shall include a RR Logo embossed in the cast pattern on the step tread.	1	RRI
		<b>INSULATION</b>	1	RRI
03-13-2220	< >	Whisper Quiet - Sound Dampening/Thermal Insulation Package (UM & PM) Whisper Quiet - Sound Dampening/Thermal Insulation Package. (ULTRAMEDIC AND PROMEDIC)	1	RRI
		Spray foam underbody insulation prior to undercoat application, full subfloor coverage where applicable. Includes curbside step well area.		
		<b>ELECTROLYSIS PREVENTION</b>	1	RRI
03-14-4000	<	Electrolysis Prevention, Fluid Film (STANDARD) Fluid Film is used at Every Point Where the Mounting Process has the Propensity to Break Paint (STANDARD)	1	RRI
		<b>COMBINATION RUB RAIL AND FENDER RING</b>	1	RRI
03-15-2000	<	Crash Rail and Fender Ring (STANDARD) Extruded Black Rubber Crash Rail and Fender Ring - The lower body Rub Rail/Crash Rail and Fender Ring to be Black extruded rubber. The rubber rail will be snap-on mount with no fasteners. The extrusion that the rubber rail fastens to will be secured to the body with aluminum rivets for ease of replacement. The lower body crash rail and the transition to the Fender Ring will have Polished Aluminum end caps. The extrusion to accept multiple color inserts. (STANDARD)	1	RRI
03-15-5110		White Scotchlite	1	RRI
		<b>SPLASH GUARDS AND RUNNING BOARDS</b>	1	RRI
03-16-1520		Running Boards - Diamond Plate, Type I (Standard)	1	RRI
03-16-1800	<	Mud Flaps - Rear, Black w/ RR Logo (Standard) Heavy Duty Rubber Mud Flaps w/ RR Logo - Heavy Duty Rubber Mud Flaps to be bolted to the wheel liner behind the rear duals with 1/4" x 20 Stainless Steel bolts, washer and nylon locknut for ease of maintenance and repair (STANDARD)	1	RRI
03-17-1000	<	Drip Rails Polished Aluminum Drip Rails - Above All Doors, Entry and Compartment (Standard)	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
03-18-1000	<	Wheel well liners Aluminum Wheelwell Liners - Extending to Bottom of Skirt (Standard)	1	RRI
		<b>CAB TO MODULE ACCESS</b>	1	RRI
03-19-1100		Pass Thru Opening - Type I	1	RRI
03-19-4900	>	Pass Thru Window, Type 1 Ford, GM or Dodge	1	RRI
		<b>LICENSE PLATE HOLDER</b>	1	RRI
03-20-0510	>	Rear License Holder Location - C/S Above Rear Kickplate	1	RRI
		<b>EXTERIOR COMPARTMENT CONSTRUCTION</b>	1	RRI
04-01-0100		Exterior Compartment Construction, Light Duty	1	RRI
04-01-3000	<	Door Sill Protection, Stainless Steel. (STANDARD) Door Sill Protection - Install Stainless Steel sill protector on lower edge of all door frames to prevent paint damage. (STANDARD)	1	RRI
		<b>EXTERIOR COMPARTMENT DOORS</b>	1	RRI
04-02-0100		Compartment Door - Hidden Hinge, Seal on Door (UM)	1	RRI
04-02-0715	< >	Compartment Handles, Exterior - TriMark 2015 Chrome/Black (UM) TriMark Two-Point Cast w/Polished Chrome Paddle Handle and Housing, Locking and Non-Locking, with floating cam - Mounted in CNC Cut Opening in Each Compartment Door Skin w/OEM Clamp Assembly. (STANDARD ULTRAMEDIC)	1	RRI
04-02-0741	< >	Compartment Handle, TriMark 2015 Chrome/Black, Street side, locking For single doors or Leading doors on the streetside.	3	RRI
04-02-0746	< >	Compartment Handle, TriMark 2015 Chrome/Black, Street side, Non-Locking For Trailing doors on the streetside.	1	RRI
04-02-0751	< >	Compartment Handle, TriMark 2015 Chrome/Black, Curbside, locking For single doors or Leading doors on the curbside.	2	RRI
04-02-0758	< >	Compartment Handle, TriMark 2015 Chrome/Black, Drop Door or Drawer, Locking For Drop down doors or drawers on either side of unit.	1	RRI
04-02-0805	<	Compartment Door Locks - 2015 TriMark Compartment Door Handle Manual Locks. - All doors shall incorporate double cut, non-directional tumbler assemblies that are keyed alike (STANDARD)	1	RRI
04-02-1000		Compartment Door Nader Pin - (STANDARD)	1	RRI
04-02-1200		Compartment Door Lubrication - Door Handles and Latches (STANDARD)	1	RRI
04-02-1300		Compartment Door Reflectors - (STANDARD)	1	RRI
04-02-1500		Magnetic Compartment Door Switches - (STANDARD)	1	RRI
04-02-2010		Compartment Door Panel, Inner - Diamond Plate (STANDARD)	1	RRI
04-02-2300		Compartment Door, Gas Struts - (STANDARD)	1	RRI
04-02-2500		Compartment Door Panel Mounting Screws - (STANDARD)	1	RRI
04-02-5999	>	Power Door Locks - Exterior Compartment(s)	1	RRI
04-02-6010		Exterior Compartment #'s 1, 2, 4, 6 & 8, Only	1	RRI
04-03-0410		Compartment Light Locations - Ultramedic	1	RRI
04-03-1600	<	Door Open Indicators, (STANDARD Smart Display) Door Open Indicators, LCD/VGA - Magnetic Proximity Switches located at the top of the door between the jamb and the door frame will activate a door open indicator on the driver's control panel. The VGA screen will include a digital layout with door open indicators for each module door and activate the corresponding Interior compartment light. NOTE- OPEN CAB DOOR WILL NOT BE SHOWN ON VGA DISPLAY.  (STANDARD)	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
04-03-2400	<	Compartment Lights - LED, Flexible Strip, KineQuip All compartments shall be illuminated by Kinequip Flexible LED strip lighting in lieu of the standard 4" halogen lights. (2) Vertical strips in each exterior compartment installed one on each side of the opening.	1	RRI
<b>EXTERIOR COMPARTMENT INTERIOR</b>			1	RRI
04-04-1000	<	Exterior Compartment - Interior Finish, Scorpion Rubberized Exterior Compartment Interior Scorpion Rubberized Liner Color Choice. Scorpion rubberized polyurethane coating applied to the surfaces of ALL exterior compartment walls and dividers. Does not include slide out battery tray or mounting angles. Battery Tray to be raw aluminum. NOTE: If there is not a slide out battery compartment in the order the #8.5 exterior compartment area will be Scorpion lined.	1	RRI
04-04-1001		Color = Dark Gray	1	RRI
04-05-0001	<	Exterior Compartment Shelving and Unistrut - Standard All exterior shelving Unistrut shall be welded to the walls prior to any compartment wall finish. Where specified, exterior adjustable shelves shall be box pan formed of a minimum .125 inch Aluminum Diamond Plate and corners shall be welded. Shelves shall be infinitely adjustable, and securely mounted to heavy gauge aluminum Unistrut track. (Standard)	1	RRI
04-05-1000	<	Compartment Shelving - Diamond Plate (STANDARD) Diamond Plate Exterior Compartment Shelving. (STANDARD)	1	RRI
<b>EXTERIOR - COMPARTMENT #1</b>			1	RRI
04-06-0010	<	Electrical Storage - Compartment #1 #1 Compartment Electrical Storage - Recessed into the bulkhead side of compartment #1 shall be an enclosed area for the installation of miscellaneous electrical components. The aluminum cover for this area to be installed with 'J' molding The 'J' molding to be full length of panel on bottom and inboard side. Outboard side of panel to be secured with mechanical fasteners. (STANDARD)	1	RRI
04-06-0020		Compartment #1 - Full Height, Standard Configuration (UM)	1	RRI
04-06-1505		Shelf, Fixed- Comp. #1 standard	1	RRI
04-06-1650		Divider, Fixed - Compartment #1 -Standard	1	RRI
<b>EXTERIOR - COMPARTMENT #2</b>			1	RRI
04-07-0600	<	Compartment #2 - Standard Configuration, (UM) #2 Compartment to be directly behind the #1 compartment and below the interior action area shelf on the street side of the module.	1	RRI
04-07-2610	<	Shelf Adjustable - Compartment #2 Standard (Ultramedic).	1	RRI
<b>EXTERIOR - COMPARTMENT #4</b>			1	RRI
04-09-3000	<	Compartment #4 - 3/4 height, Standard Configuration Full Height #4 Compartment streetside rear of module with Interior Upper left #4 Cabinet - #4 Compartment to be full height to bottom of upper left #4 cabinet.	1	RRI
04-09-4505		Shelf Adjustable , Compartment #4, Standard	1	RRI
<b>EXTERIOR - COMPARTMENT #6</b>			1	RRI
04-11-0600		Compartment #6 - Standard Configuration (UM)	1	RRI
04-11-2000		Divider, Adjustable - Compartment #6	1	RRI
04-11-8000		Exterior #6 Compartment - Floor Matting "Turtle Tile", Black	1	RRI
<b>EXTERIOR - COMPARTMENT #8</b>			1	RRI
04-14-1400		Compartment #8 - Full Height, "A" Style Configuration	1	RRI
<b>EXTERIOR - COMPARTMENT #8.5</b>			1	RRI

PART NO	S	DESCRIPTION	QTY	ID
04-15-0400	<	Compartment #8.5 - Drawer Style Battery Box Configuration Battery access door mounted slide out battery tray. The interior of the battery compartment to be made of diamond plate aluminum. Battery Tray to be raw aluminum.  NOTE: All 8.5 compartments with a battery tray of any kind will get diamond plated, If the 8.5 does not get a battery tray then it will be painted the same color as the other exterior compartments.	1	RRI
	<	<b>INTERIOR TRIM AND FEATURES</b> New Interior Trim - All cabinet and wall panel aluminum trim to be Gray anodized. (No Black trim to be used). All protective corner trim will be Opaque and will include a matching domed end cap. (STANDARD)	1	RRI
		<b>INTERIOR ADJUSTABLE SHELVES</b>	1	RRI
		<b>INTERIOR TRIM</b>	1	RRI
05-05-2000	>	Interior Trim - Stainless Steel Corner Trim, Brushed	1	RRI
		<b>HEADLINER</b>	1	RRI
05-06-1100		Ceiling Medical Device Rail (STANDARD)	1	RRI
05-06-1610		Headliner - PVC, White	1	RRI
05-06-1802	<	White LED Strip Lights, Ceiling Medical Device Rail. (UM & PM) White LED strip lights shall be installed from the upper bulkhead area to the rear of the module stopping approximately 12 inches from the rear door header area on both sides. Includes an 'On/Off' switch at the rear switch panel, 'On' with module.	1	RRI
05-06-1902	<	Red/Amber LED Turn/Brake Strip Lights, Ceiling Medical Device Rail. (UM & PM) Red/Amber LED strip lights shall be installed in the Ceiling Medical Device Rail on both sides at the rear. Total length on each side to be 12". The lights shall be activated from the vehicle turn signals or brake light circuit to inform personnel in patient compartment when the vehicle is turning and braking.	1	RRI
		<b>FLOORING</b>	1	RRI
05-07-1000		Aluminum Floor/Wall Cove Moulding. (STANDARD)	1	RRI
05-07-1400		Stainless Steel Rear Threshold, 45 Degree Chamfered (STANDARD)	1	RRI
05-07-5000		Loncoin II Flecks Flooring Choice (STANDARD)	1	RRI
05-07-5002		Color - 152 Sapphire	1	RRI
05-07-6100		Curbside Stainless Steel Threshold, 4" wide, W/Safety Walk Anti-Skid Tape	1	RRI
		<b>HEAD BUMPERS</b>	1	RRI
		<b>BACKRESTS</b>	1	RRI
		<b>Rear Entry Door Grab Bars</b>	1	RRI
05-10-1301	<	Rear Entry Door Grab Bars - "L" Bars, 16" Anti-Microbial "L" Bars - 16" Anti-Microbial. 1.25" Diameter stainless steel "L" Bars mounted to each rear door. Approximately 16" wide by 24" high. Clear Anti-Microbial finish.	1	RRI
05-10-1401	<	Side Entry Door Grab Bars - "L" Bar - 19" Anti-Microbial "L" Bar - 19" Anti-Microbial. 1.25" Diameter stainless steel "L" Bars mounted to side entry door. Approximately 19" wide by 24" high. Clear Anti-Microbial finish.	1	RRI
05-10-1903		Ceiling Grab Rail - Center 108" Anti-Microbial	1	RRI
		<b>PLASMA HANGER</b>	1	RRI
05-11-4000		IV Hangers - CPI #IV2008 (STANDARD)	1	RRI
05-11-4002	<	Quantity (2) standard location	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
<b>INTERIOR STREETSIDE #1 - LEFT STACK and BULKHEAD</b>				
05-12-1600	<	Left Stack - Storage Area #1 - 45 Deg Angled A two section vertical cabinet shall be provided behind the attendant seat on the streetside forward corner on a 45 degree bevel that includes the access doors to the cabinet. The lower cabinet door shall be aluminum with plastic laminate and the upper cabinet shall be a Lexan door with full perimeter extruded aluminum frame.	1	RRI
05-12-1810	<	Shelf Adjustable - Left Stack L1	1	RRI
05-12-1850	S <	Upper Bulkhead Cabinet, 9"D with Sliding Acrylic Doors For access to the electrical components, the upper bulkhead cabinet shall have a sliding doors and restocking feature installed in addition to the electrical power distribution cabinet. The cabinet will be approximately 9" D.  Includes (2) adjustable shelves	1	RRI
<b>INTERIOR STREETSIDE #2 - ACTION AREA</b>				
05-13-0700		Medical Device Rail - Action Area Wall	1	RRI
05-13-1201	S <	Cabinet - UL2 and UL2.5 Combined - Single Restock Cabinet The UL2 and UL2.5 cabinets shall be combined into a single cabinet with sliding doors and restocking feature. Includes (2) adjustable shelves. The attendant switch panel and environmental controls shall be built into a separate 6" high section below the restocking door and tilted slightly down for ease of accessibility to the attendant.  NOTE: MAXIMUM WIDTH FOR THIS CABINET IS 35.  Must have TWO adjustable shelves (see option 05-13-2820) for 2nd shelf	1	RRI
05-13-1301	<	Cabinet - Upper Left U2.75, Angled End Cabinet w/Door The rearward end of the UL2 or 2.5 cabinet shall be angled forward at appx 45 degrees to provide a safety zone for the CPR seat occupant in the event of a forward vehicular impact. The angled face of this cabinet shall have (1) single hinged aluminum door to access the storage area created by the angled section. Hinged on the right. The door shall have a locking latch and shall be covered with a 1" thick cushion.  Includes (1) shelf	1	RRI
05-13-2200	>	Countertop - Forward Action Area and Rear Monitor Area.	1	RRI
05-13-2209		Avonite Stormy Gray, F1-9010 (STANDARD)	1	RRI
<b>INTERIOR STREETSIDE #3 - CPR SEAT</b>				
05-14-0500	S <	Streetside - CPR Seat, Widened 8" Widen CPR Seat 8"  Total width will now be 35"  Reduce the combined U2/2.5 from 43" to 35" in depth	1	RRI
05-14-0900	<	CPR Seat Lid Hold-Down CPR Seat Lid Hold-down - Install a Black Tri Mark recessed paddle latch, (1) under CPR seat lid.	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
05-14-2550		Seat Belt, CPR Seat - 6-Point- Change Notice 8- Compliant	1	RR1
		<b>INTERIOR STREETSIDE #4 - REAR AREA</b>	1	RR1
05-15-1000	<	Cabinet - Upper Left U4, Standard Configuration There shall be a upper left U4 cabinet with sliding Acrylic doors, restocking feature and (1) adjustable shelf. Cabinet shall be in the upper left street side rear of the module and will provide interior access only.	1	RR1
05-15-4920	<	Interior Access - Lexan Hinged Doors, to Exterior Compartment #4 There shall be an access opening from the patient compartment into exterior compartment #4. The opening shall include double hinged Lexan doors and locking latches. The exterior compartment shelf shall be aligned with the lower edge of the opening.	1	RR1
		<b>INTERIOR CABINETS- SQUAD BENCH AREA</b>	1	RR1
05-16-0100		Curbside Squad Bench - Two Piece Hinged Lid	1	RR1
05-16-0300		Restraint Belts, Squad Bench - Standard	1	RR1
05-16-0500		Medical Device Rail - Squad Bench	1	RR1
05-16-0600		Latches, Lids - Squad Bench Tri Mark , Standard	1	RR1
05-16-1015		Seat Belts, Squad Bench - Two 6-Point belts - Change Notice 8- COMPLIANT	1	RR1
05-16-8400		Cabinet - Upper Squad Bench, 9"H, 72" Headroom ONLY	1	RR1
		<b>INTERIOR - BIOHAZARD</b>	1	RR1
05-17-0200		Squad Bench "A" Bar 16" - Anti-Microbial, Waste/Sharps, (STANDARD)	1	RR1
05-17-2000	>	Glove Butler(s)	1	RR1
05-17-2100		Glove Butler (3) Total - Over Curbside Entry, Drop down Door	1	RR1
		<b>INTERIOR CURBSIDE - RIGHT STACK STORAGE #8</b>	1	RR1
05-18-0600		Right Stack - Upper Heater-A/C Unit, Standard Configuration (UM & PM)	1	RR1
05-18-1000		Right Stack - "A" Style Standard (UM & PM)	1	RR1
05-18-1300	<	Delete Locking Drug, Extend Lower Section of 'A' Style Right Stack ALS The right front ALS cabinet shall be one cabinet from the bottom of the Heat/AC unit to the floor. The standard drug cabinet shall be deleted.	1	RR1
05-18-5310		L8 - ALS Cabinet, Dual Lexan Doors, (2) Adj Shelves, Interior / Exterior	1	RR1
05-18-9420	<	Lower Right Stack ALS, (1) Additional Adjustable Shelf Total of (3) Shelves	1	RR1
		<b>ATTENDANT SEAT</b>	1	RR1
05-19-5900	<	Attendant Seat - EVS Vac Form, 3-Point Belt W/ Child Seat, Swivel Base must be centered over cot!!!!!!	1	RR1
05-19-5902		Color - Cobalt	1	RR1
		<b>INTERIOR COLORS</b>	1	RR1
05-20-2000		Multi-Spec Interior Surfaces - ILOS	1	RR1
05-20-2001		Color - Misty Grey #6028,ILOS	1	RR1
05-20-5300	<	Upper Band Vinyl Color - Cabinets and Stitched Cushions Upper Band Vinyl Color Choice for cabinets and stitched cushions.	1	RR1
05-20-5330		Color - Cobalt Blue	1	RR1
05-20-5500		Lower Band Vinyl Color - Vacuum Formed Cushions	1	RR1
05-20-5505		Color - Cobalt	1	RR1
05-20-9000		Acrylic Glass Color Choice (STANDARD)	1	RR1
05-20-9001		Color - Clear	1	RR1
		<b>MISC. INTERIOR OPTIONS</b>	1	RR1
05-21-5200		Squad Bench & Lower Left, Full Height Brushed Stainless Kickpanels	1	RR1
06-01-0100		General Wiring - General Harness Standard	1	RR1
		<b>COMMUNICATION</b>	1	RR1
06-06-0150	<	Antenna UHF/VHF - (2) Prewire, Standard The vehicle shall be equipped with two RG58AU low loss cables installed from	1	RR1



PART NO	S	DESCRIPTION	QTY	ID
		the two-way radio cabinet to the ceiling of the module. Accessable be removing an interior light in the patient compartment ceiling. The interior light shall include an etched plastic label identifying the plate as the antenna access point. The cables shall route from the module roof to the lower section of the left stack/radio cabinet and be of sufficient length to allow routing to the cab console as an alternate radio installation location.		
06-06-1600	<	Two Way Radio Routing Path Cab to Module. (STANDARD) The vehicle shall be equipped with a wire routing path enabling the customer's radio installer to route radio cables from the radio cabinet to the chassis cab area or from the rear action area wall to the cab area. The routing path shall allow routing of radio cables with end connectors up to 2" x 3" without having to disconnect the cable/radio connector from the radio cable.	1	RRI
06-06-1700	<	Two Way Radio Prewire, 12VDC Power and Ground (STANDARD) The vehicle shall be equipped with #8 gauge Red power and Black ground wiring will be labeled appropriately for future installation by a radio technician. The Black ground wire to be connected to a main ground point, the Red power wire to be left unconnected near a direct to battery connection point inside the power distribution cabinet. Both wires to route to the lower section of the Left Stack/Radio Cabinet and be of sufficient length to allow routing to the Cab Console as an alternate radio installation location. Wires to be labeled at both ends.	1	RRI
		<b>RADIO AND CLOCKS</b>	1	RRI
		<b>07 - ELECTRICAL 12 VOLT DC</b>	1	RRI
07-01-0010	<	Crct Pwr Accs.,Ign/Shrlne,1-20 amp 12VDC to 2 locs,W/O,PD9130 chrgr (1) 10 amp lead shall be coiled up behind the A/A panel for future use. (1) 10 amp lead shall be coiled up behind the drivers seat in the cab, for future use. Note: This code will be used when and additional battery charger has already been installed, the PD9130 will not be used with this option.	1	RRI
07-02-1000		Voltmeter - Standard	1	RRI
07-02-1100		Alarm,Low Voltage,With Buzzer and Indicator,in cab console	1	RRI
07-03-1000		Ammeter - for PC System	1	RRI
		<b>BATTERY SYSTEM</b>	1	RRI
07-04-5305		Ignition Battery Shut off Timer, 5 minute, (Standard)	1	RRI
07-05-0400	<	Batteries - Type I UM/PM, Ford or Dodge Ram (2) OEM (1) Additional,STD The two OEM batteries under the hood. One 735 CCA AC Delco additional battery shall be supplied by the manufacturer and located in the exterior compartment located below the right front ALS cabinet.	1	RRI
07-07-0400		Module Disconnect - PC System	1	RRI
07-08-0100		Battery Ground	1	RRI
07-09-6000		Battery Charger - Prewire only, 12V. (STANDARD)	1	RRI
07-10-1000	<	Power Outlets 12V, (2) Power Point Style, On with Ignition (STANDARD)  The patient compartment shall include two power point style 12VDC power outlets as standard. (1) outlet shall be mounted on the action wall and (1) outlet shall be mounted above the top shelf in the lower section of the right front stack ALS cabinet. Outlets on this circuit shall be wired "On with Ignition" and protected by a medical isolator.	1	RRI
07-10-5303	<	(3) Additional 12V Outlets, Direct to Battery L1	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
		Rear Telemetry Area		
		Action area (rear)		
07-10-7200	<	Outlet, Dual USB Port, 5VDC, 2.1Amp output, Standard Located on the passenger side of the center console, per Electrical Engineering	1	RRI
		<b>FRONT CONSOLE</b>	1	RRI
08-01-1601		Driver's Switch Panel/Radio Console - PC System, Standard	1	RRI
08-01-16SR	X <	Armrest, Havis, C-ARM-105 (SO.ARM.1R5006)	1	
		Havis #C-ARM-105 Side mounted flip up armrest mounted to front console. Includes adding reinforcement to the console.		
08-01-4200		Cup Holder, (2) Position Aluminum in the Cab,(Cups No Handles)	1	RRI
08-02-0500	<	Driver's Control Panel - Carbon Fiber Graphics w/Visual Display, Carling Rocker Includes Carling rocker switches	1	RRI
		<b>ATTENDANT CONTROL PANEL</b>	1	RRI
08-03-0500	<	Attendant's Control Panel - Carbon Fiber Graphics w/Visual Display, Carling Includes Carling rocker switches	1	RRI
08-04-3904		Power Distribution - PC Board Electrical System 2015 (UM & PM)	1	RRI
08-05-5100		Clipboard/Mapbox, (3) Dividers	1	RRI
		<b>EMERGENCY SYSTEMS - Dodge RAM-Series</b>	1	RRI
		<b>WARNING AUDIBLE - SIREN, SPEAKERS, AIR HORNS</b>	1	RRI
09-03-1039		Siren Electronic - Whelen 295HFSC9, Dual Tone, Non Remote	1	RRI
09-03-2410		Speakers - (2) CPI "Though-The-Bumper" for Dodge RAM	1	RRI
09-05-0200		Backup Alarm (STANDARD)	1	RRI
09-06-0200		Emergency Sequencer/Load Manager (STANDARD)	1	RRI
09-50-1333	<	Visual Warning Front Upper - (5) "Cool Bar" (2) Front Wall Configuration Must pick proper lighting from menu.	1	RRI
		<b>AUXILLARY EMERGENCY LIGHTS</b>	1	RRI
09-80-2110	< >	Warning Light Flasher - Vanner 9860GCPE - (STANDARD)Smart Display/PC System Vanner 9860GCPE Halogen/LED electronic flasher to power specified lights. Four flash Patterns avail.( Alternate flash, Triple burst, Quad burst, double burst.)	1	RRI
		Action Scan		
09-80-3300	<	Emergency Flashers Set to - KKK-A-1822F Flash Pattern (STANDARD) All Lights to be action scan	1	RRI
09-95-1504	<	Whelen M9 LED, w/Chrome Flange LED - WHITE (Internal Flasher) Front Body - Upper Curbside Outer = IATS Front Body - Upper Streetside Outer = IATS	2	RRI
		Action Scan		
09-95-1505	<	Whelen M9 LED, w/Chrome Flange - RED / Clear Lens (Internal Flasher) Rear Body - Center Streetside Window = IATS Rear Body - Center Curbside Window = IATS	2	RRI

PART NO	S	DESCRIPTION	QTY	ID
		Action Scan		
09-95-1509	<	Whelen M9 LED, w/Chrome Flange - RED/BLUE Split Clear Lens (Internal Flasher)	7	RRI
		Front Body - Upper Curbside Corner = ILOS Front Body - Upper Center= ILOS Front Body - Upper Streetside Corner= ILOS Rear Body - Upper Streetside Corner = ILOS Rear Body - Upper Curbside Corner = ILOS Streetside Body - Upper Forward = ILOS Curbside Body - Upper Forward = ILOS		
		Action Scan		
09-95-1510	<	Whelen M9 LED, w/Chrome Flange - RED/WHITE Split Clear Lens (Internal Flasher)	2	RRI
		Front Body - Upper Curbside Inner = IATS Front Body - Upper Streetside Inner = IATS		
		Action Scan		
09-95-1510	<	Whelen M9 LED, w/Chrome Flange - RED/WHITE Split Clear Lens (Internal Flasher)	2	RRI
		Streetside Body - Upper Rear = ILOS Curbside Body - Upper Rear = ILOS		
		Action Scan		
09-95-2407	<	Whelen M7 LED - AMBER , Clear Lens (Internal Flasher)	1	RRI
		Rear Body - Upper Center = ILOS		
09-95-2410	<	Whelen M7 LED - RED/WHITE Split Clear Lens (Internal Flasher)	2	RRI
		Rear wheel well Warning - Intersectors - LH Side = IATS Rear wheel well Warning - Intersectors - RH Side = IATS		
09-95-2410	<	Whelen M7 LED - RED/WHITE Split Clear Lens (Internal Flasher)	2	RRI
		Front Fender Warning - Intersectors - LH Side = ILOS Front Fender Warning - Intersectors - RH Side = ILOS		
09-95-4400	X <	Whelen M4LED, w/Chrome Flange - RED/WHITE Split Clear (SO.M4D.9R5054) SR#2014327F	2	
		Front Grille		
		<b>EXTERIOR AUTOMOTIVE LIGHTING</b>	1	RRI
10-01-1050	<	Tail Lights, Brake/Turn - Whelen M6-Series LED, Must Pick Flng Must pick housings or flanges.	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
10-01-1240	<	Back-up Lights - Whelen M6-Series LED Rear, Must Pick Flng New Code	1	RRI
10-01-2010		Marker/Clearance Lights, Front - Whelen OS Mini LED, Amber	1	RRI
10-01-2110		Marker/Clearance Lights, Side and Rear - Whelen OS Mini LED, Red/Amber	1	RRI
10-01-3002	<	Chrome Flange,(1) Whelen M6 (Standard M6) Pick Quantity	6	RRI
<b>FLOOD AND LOAD SYSTEMS</b>			1	RRI
10-02-1020		Scene Lighting - (4) Whelen M9 Series Super LED	1	RRI
10-02-10SR	X <	Streetside scene lights to be activated by a recessed ON/OFF Switch SR# 2015557F  Streetside scene lights to be activated by a recessed ON/OFF switch recessed in the lower wall of the streetside compartment and a switch on the center console The switch in the lower left wall will be above the switch for the rear load lights.	1	
10-02-10TR	X <	Curbside scene light to have on/off switch next to restocking timer switch SR#2015557F	1	
10-02-2040	<	Rear Load Lights - (2) Whelen M7 Series Super LED, WHITE, Steady Burn The unit shall be equipped with (2) Whelen Model M7 Super LED, 12 diode lights over the rear module entry doors.	1	RRI
10-02-20SR	X <	Rear load lights to have a cutoff switch when rear doors are opened SR# 2015557F  Rear load lights to have a cutoff switch when rear doors are opened. There will be cutoff switch installed in the lower left cabinet near the rear doors to activate the rear load lights	1	
<b>Cab Entry - Lighting</b>			1	RRI
<b>INTERIOR LIGHTING - CEILING</b>			1	RRI
11-01-1400	<	Dome Lights - Kinequipe 8" Round LED The interior lighting system shall consist of (11) Kinequipe 8" Round LED Dome Lights fixtures in the following configuration: (3) Cot lights In the medical device rail over the primary cot (2) Bench lights over the squad bench (3) Dome lights Streetside (1) Dome light Curbside over head of squad bench (1) Dome light Curbside rear (1) Dome Light over the walkway  The four outside corner lights and the (1) light over the CPR seat area and the (1) over the walkway shall be designated module dome lights and be activated when the side or rear module entrance doors are opened or by a three-way circuit allowing these lights to be turned on and off from cab or module. The lights over the primary cot and squad bench shall have switches in the module that will allow independent high/low/off control. The lights shall produce at least 35 foot candles of light over ninety percent of the cot surface area in the high setting.	1	RRI
11-01-801S	X <	Floor Lighting - Blue LED (SO.COVE.1R6049)	1	

PART NO	S	DESCRIPTION	QTY	ID
		Blue LED strip lighting along both sides of the floor down the full lengths of the squad bench and lower left cabinets. The Lighting strip shall be waterproof and installed in protective aluminum track and placed just under the top of the cove recess where the vinyl flooring meets the stainless steel kick panels.		
11-01-9000	<	Timer -15 minute- Restocking (STANDARD) The vehicle shall be equipped with a momentary switch that will activate a fifteen minute timer, wired direct to battery, to allow operation of the module dome lights while the vehicle is off. This feature will enable personnel to clean and restock the vehicle, but eliminates the risk of leaving the lights on and draining the batteries. The momentary switch shall be located on the curbside wall near the side entrance door.	1	RRI
		<b>SPOTLIGHTS / HANDHELD LIGHTS</b>	1	RRI
11-02-1000		Handheld Spotlight - Sho-Me 200,000 CP (STANDARD)	1	RRI
		<b>ATTENDANT LIGHT</b>	1	RRI
11-03-1500	<	Attendant Light - Kinequip LED Strip Under UL2-2.5 Cabinets, Action Wall There shall be Kinequip LED strip lighting under the upper left #2 and #2.5 Cabinets. The LED light strip shall be mounted in an anodized aluminum channel on the bottom surface of the cabinets close to the action wall and shall run the full length of the Upper Left #2 and #2.5 cabinets to illuminate the action counter area. This light will be controlled with an On/Off switch on the rear switch panel.	1	RRI
		<b>SHORELINE INLET</b>	1	RRI
12-01-5400		Shore Inlet - Kussmaul Super Auto-Eject, 20Amp	1	RRI
12-01-5701		Kussmaul, Eject, Cover, 30Amp, White	1	RRI
12-01-5800		Additional Kussmaul Super Auto-Eject, 30Amp	1	RRI
12-01-6200		Kussmaul, Eject, Cover, 15 or 20A, White	1	RRI
12-01-62SR	X <	Angled Housing for 20 amp and 30amp Auto Eject (SO.SHORE.1R6084)	2	
		- mounted on an angled housing on front of module. Above front stone guard (streetside). Housing will be painted same color as chassis		
		20 Amp Shore above 30 Amp Shore		
12-02-0200	<	Receptacles, Interior - 110V-15A (1) Action Wall, (1) Right Stack There shall be two 110VAC 2-wire plus ground illuminated 15 amp duplex outlets, one located on the action area wall, and one in the right front stack ALS cabinet. The outlet in the ALS cabinet shall be located on the inboard wall of the lower section, above the top shelf. All 110VAC outlets shall be hospital grade. Wiring shall be Type SO rubber cord with split loom cover and all connections shall be made in UL approved junction boxes.	1	RRI
12-02-2050	<	Receptacles, Interior - (1) Additional 110V-15A, Action Area Wall There shall be one additional 110VAC 2-wire plus ground illuminated 15 amp duplex outlet on the streetside action area wall.	1	RRI
12-02-2100	< >	Receptacles, Interior - (1) Additional 110V-15A, Custom Location (each) Right Stack L8  Rear Telemetry Area	2	RRI

PART NO	S	DESCRIPTION	QTY	ID
12-02-2101	< >	Receptacles, Interior - (1) Additional 110V-15A, Surface Mount, Custom Location (center console (passenger side)	1	RRI
<b>POWER SUPPLY - 110VAC</b>			1	RRI
12-03-1110	<	Inverter Charger - Vanner 1050W, Indicator on Console The vehicle shall be equipped with a Vanner 'UL' listed 1050 watt inverter/55 amp battery charger #20-1050CUL with internal transfer relay. This system includes a battery charger indicator mounted on driver side of the radio console.  Inverter in left stack	1	RRI
<b>ENVIROMENTAL CLIMATE CONTROL SYSTEM</b>			1	RRI
13-01-1200		HVAC - Central Air Flow Discharge (UM & PM)	1	RRI
13-01-2000		Climate Control - Standard (UM & PM)	1	RRI
13-02-0100		Exhaust Fan - 100 CFM Standard Location	1	RRI
13-02-56SR	X < >	110/12V HVAC Aux Front Wall COOLBAR - Hoseline (13.2.72.5) Hoseline 110/12V HVAC system with Coolbar external condenser. Heat strip in the system for 110V heating.  30 amp Auto Eject under standard shoreline.	1	
13-03-1000		Return Air System	1	RRI
13-03-2000		Return Air Central Plenum	1	RRI
13-03-3000		Heat /AC Cabinet	1	RRI
<b>COT MOUNTING PROVISIONS</b>			1	RRI
14-01-1010		Cot Mounting - Hardware	1	RRI
14-01-1110		Post & Wheel Cups - None (STANDARD)	1	RRI
14-01-1210		Safety Hook - Ship Loose	1	RRI
14-01-1230		Safety Hook - Stryker with bolts, Shipped Loose	1	RRI
14-01-1400		Cot Mount - Stryker 6377 Dual Position - Change Notice 8- NOT COMPLIANT	1	RRI
<b>OXYGEN AND AIR SYSTEMS</b>			1	RRI
14-02-0050		Oxygen System - PC System	1	RRI
14-02-1000		O2 Cylinder Wrench - (STANDARD)	1	RRI
14-02-2000		O2 Cylinder Bracket - Zico #QR-MV (STANDARD)	1	RRI
14-02-3000		O2 Control - Electric with Manual Bypass on Action Wall. (STANDARD)	1	RRI
14-02-4000		O2 Outlets - Ohio Style, (2) Action Wall, (1) Squad Bench (STANDARD)	1	RRI
14-02-9020	<	SCBA, (2) Bracket Installed - Exterior Compartment, Zico Brkt # UN-6-30-3-SF location to be determined at confirmation	2	RRI
<b>VACUUM SYSTEM</b>			1	RRI
14-03-1010		Suction System - SSCOR On-Board (STANDARD)	1	RRI
<b>MISC MEDICAL</b>			1	RRI
14-04-1000		Fire Extinguisher - 5# (ABC) w/ Mounting Bracket. (STANDARD)	1	RRI
<b>PAINT AND FINISH</b>			1	RRI
15-00-0100		Road Rescue Paint Process - Standard	1	RRI
15-01-2010	<	Module Paint - Single Color, Paint other than OEM Note: Must state color with paint code and request a paint spray-out for approval.	1	RRI
15-01-5600	<	Cab Paint - Single Color, Repaint other than OEM, Type I Note: Must state color with paint code and request a paint spray-out for approval.	1	RRI
THE CAB INSERT MUST MATCH THE AREA THAT IT IS INSERTED INTO				
<b>GRAPHICS AND LETTERING</b>			1	RRI
15-02-8200		Chevron Striping - Rear Panels and Rear Header	1	RRI

PART NO	S	DESCRIPTION	QTY	ID
15-02-8204	<	Colors: Red and Gold NFPA diamond grade red/yellow-green	1	RRI
15-03-3900		RR Badge Logos (STANDARD)	1	RRI
15-03-4000		RR Logos and Model Name (STANDARD)	1	RRI
15-03-4001		Ulramedic - Black Logos	1	RRI
15-04-1000		Nomenclature Plaques, DIESEL. (STANDARD)	1	RRI
		<b>16 - REFERENCES AND STANDARDS</b>	<b>1</b>	<b>RRI</b>
16-01-0200		Owner's Manual (STANDARD)	1	RRI
		<b>== Dealer Provided - EMS Equipment - 2014.024 11/06/15 ==</b>	<b>1</b>	<b>RRI</b>

## **AGENDA ITEM #9**



**City of Kingsville  
Department Name**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: David Mason, Purchasing/IT Director  
DATE: July 15, 2016  
SUBJECT: Brush Truck and Replacement Bodies

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**Summary:**

This items authorizes the purchase of a 2016 International 4300SBA 4x2 with a Warren 22ft Dump Brush Body w/ Barn Doors Rear. This also includes the replacement of three (3) bodies on the City's existing vehicles.

**Background:**

This will add an additional truck to balance the work load for brush collection. Now, each crew will have one tractor and two trucks to facilitate collection activities.

**Financial Impact:**

This purchase will expend a total of \$216,598.00 from 033-5-1702-71100, CO2016.

**Recommendation:**

Staff recommends the purchase the truck and bodies from Southwest International Trucks, Inc., 2401 E. Pioneer Pkwy, Arlington, TX 76010 under BuyBoard Contract # 430-13 per attached specifications. Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.



# TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

## BUYBOARD

End User Agency: City of Kingsville, TX		Date Prepared by Contractor: 07/15/2016	
22ft brush dump			
Product Description: 2016 International 4300 SBA 4X2		23,500 LB GVWR	BASE QUOTE
Charlie Cardenas		33,000 LB GVWR	BID
A: Bid Number: #430-13 3rd year of contract		Item: Base Chassis Bid	\$ 55,924.00
Freight for transfer to and from body company for exsisting truckS to mount new body			\$2,000.00
Warren 22ft. Dump brush body with barn doors at rear body and mounting			\$31,397.25
BUY	\$ 400.00	TOTAL OPTIONS PER BID	\$ 22,695.00
AIR CONDITIONER		2500 RDS,5 SPEED COOLER	\$ -
radio AM/FM WEATHER	\$ -	SYNTHETIC OIL TRANS & AXLE	
12,000 LB FRONT & SUSPENSION	\$ -	ALTERNATOR, LIGHTS, EXHAUST	\$ -
21,000LB REAR, 31,000LB SPRING	\$ -	FUEL TANK, DEF TANK	\$ -
BATTERY BOX,AIR TANKS	\$ -	CUMMINS ISB 300 H.P. AND	\$ -
SINGLE FRAME, TOW HOOKS FRONT	\$ -	660 TORQUE	\$ -
Continental 11R22.5 14ply tires \$ 400.00		SHORTEN WHEELBASE FOR BODY	\$1,950.00
EXTENDED WARRANTIES FOR ENG, EXHAUST, VEHICLE AND TOW			\$ 4,040.00
TOTAL FOR ADDITIONAL BODY TO BE MOUNTED ON EXISITING TRUCK CHASSIS			\$33,397.25
TOTAL CHASSIS PRICE WITH OPTIONS			\$ 85,009.00
BODY TOTAL WARREN 22FT DUMP BRUSH BODY WITH BARN DOORS REAR			\$ 31,397.25
D: Total ea.	TOTAL FOR TRUCK AND BODY		\$116,406.25
E: Qty requested		1	\$ 116,406.25
TOTAL OF NEW BODY TO BE MOUNTED ON EXSISTING TRUCKS		3	\$100,191.75
TOTAL OF NEW BODY TO BE MOUNTED AND 1 NEW TRUCK AND BRUSH BODY			\$216,598.00
EXTENDED TOW WARRANTY 60 MONTHS UNLIMITED MILES,PAYING UPTO \$ 550.00 PER NAVISTAR			
FAILURE OR A ROADCALL TO REPAIR TRUCK UNDER WARRANTY			
EXTENDED ENGINE EXHAUST AFTERTREATMENT AND ENGINE FOR 60 MONTHS OR 100,000 MILES			
EXTENDED VEHICLE WARRANTY COVERS TRUCK EXCEPT, CAB RUST,FRAME RUST, AND PAINT			
FOR 60 MONTHS OR 100,000 MILES			
ENGINE, EXHAUST AND AFTERTREATMENT ARE CUMMINS PROTECTION PLAN 1 FOR THE ISB			
Southwest International Trucks Inc.			
2401 E. Pioneer Pkwy.			
Arlington, Texas, 76010			
Rick Bierman			
Mobile# 817-905-2326			
Office# 817-461-2931 Fax# 817-861-7084			
E-mail Address rick.bierman@swit-tx.com			
NEW 2016 4300 33,000LB. GVWR TRK VIN NUMBER USED FOR PRICING 1HTMMMMN7GH147661			

SOUTHWEST  
International Trucks  
Arlington, TX.

Rick Bierman  
817-461-2931  
Buy Board Represenative

07/15/20165:37 PM

# **AGENDA ITEM #10**

**City of Kingsville**  
**Purchasing and Technology Department**

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TO: Mayor and City Commissioners  
CC: Jesus A. Garza, City Manager  
FROM: David Mason, Purchasing/IT Director  
DATE: July 20, 2016  
SUBJECT: Bid 16-10 6<sup>th</sup> Street Overlay Project

---

**Summary:**

This will allow the award of Bid 16-10 6<sup>th</sup> Street Overlay Project.

**Background:**

The City advertised for bids on June 26, 2016 and July 3, 2016 as well as posting on the website. A non-mandatory prebid conference was held on July 6, 2016 with one potential vendor attending. Bids were opened Tuesday, July 19, 2016 with one bid, that of Clark Construction at \$809,034.92.

**Financial Impact:**

This item will expend the \$809,034.92 from 033-5-3050-52100 of which \$942,193.00 is allocated through CO2016.

**Recommendation:**

It is recommended the City award the bid to Clark Construction, 5140 Gibbs Spawl Road, San Antonio, TX 78219 in the amount of \$809,034.92



**Bid Item, "Bid No. 16-10 6<sup>TH</sup> STREET OVERLAY PROJECT"** including supervision, equipment, tools, and other incidental related work required to construct and complete the work in accordance with the drawings and specifications, as prepared by the City of Kingsville, plans dated February 1, 2016 for a price of:

\$ Eight Hundred Nine Thousand Thirty-Four Dollars and Ninety-Two Cents

Total Project Price - words

\$ 809,034.92

Total Project Price - figures

The work to be completed in ninety (90) consecutive calendar days after the notice to proceed has been issued by the City's Representative.

In submitting this bid, it is understood that the right is reserved by the City of Kingsville to reject any and all bids. The City of Kingsville also reserves the right to award the bid on any or all individual bid items. If written notice of the acceptance of this bid is mailed, e-mailed, faxed or delivered to the undersigned before this bid is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form and furnish the required bond within ten (10) days after the contract is presented to him/her for signature.

**BY SUBMITTING A BID, THE BIDDER AGREES TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THE "INVITATION TO BID", GENERAL CONDITIONS, SPECIAL CONDITIONS AND SPECIFICATIONS.**

I certify that the above **"Bid No. 16-10 6<sup>TH</sup> STREET OVERLAY PROJECT"** will meet or exceed all of the minimum specifications and conditions set forth by the City of Kingsville, Texas.

DATED THIS 19th DAY OF July, 2016.

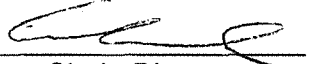
Clark Construction of Texas, Inc.  
(BIDDING FIRM)

ADDRESS: 5140 Gibbs Sprawl Rd

San Antonio, TX 78219

TELEPHONE: (210) 661-6785

BY:

  
Corey Clark, Director

# **AGENDA ITEM #11**

**City of Kingsville  
Engineering/Public Works**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

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

DATE: July 20, 2016

SUBJECT: Budget amendment for Public Works Overtime for FY 2015 - 2016

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**Summary:**

This item authorizes the approval of a budget amendment to increase overtime for public works due to increased activity and debris removal due to the May 31<sup>st</sup>, 2016 storm event.

**Background:**

On May 31, 2016, the City of Kingsville experience thunder storms producing high winds and rain, and several confirmed tornados. Although no personal injuries were reported, the storm caused extensive damage around the city. As a result, the Public Works Department has been working "around the clock" in clean-up and debris removal. All divisions with the Public Works Department have been working on these efforts. As an example, the Water Distribution Division of Public Works has been removing brush at the Municipal Golf Course. With the increased clean up activity, Public Works is requesting additional funds through a budget amendment to cover these expenses for Fiscal Year 2015-2016. The funds will cover overtime and hauling charges for all divisions of Public Works.

**Financial Impact:**

The financial impact is \$40,000.00 that is budgeted through account 099-05-1603-31439 Debris removal and collections as part of the disaster general fund.

**Recommendation:**

Staff recommends authorization of this item as it will expedite and enhance clean-up efforts around the City of Kingsville.



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

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET FOR PUBLIC WORKS OVERTIME DUE TO RECENT STORM EVENT.**

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

I.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 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
<b>Fund 099-Disaster Response Recovery Fund</b>					
<u>Equity</u>					
2		Restricted-Disaster Response	61002		<u>\$40,000</u>
<u>Expenses</u>					
5-1702		Overtime	11200	\$40,000	<u>\$40,000</u>

[To amend the City of Kingsville FY 15-16 Disaster Response Recovery Fund Budget to include Public Works overtime due to increased activity and debris removal from the May 31<sup>st</sup>, 2016 storm event as per the attached memo from the City Engineer/Director of Public Works.]

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 25<sup>th</sup> day of July, 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 #12**

**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: July 20, 2016

SUBJECT: Request for Budget Amendment

---

**Summary:**

The police department is requesting a budget amendment in the amount of \$10,610.00 for the purchase and installation of a generator for the radio tower site.

**Background:**

The 800MHz radio system backbone is located at the tower site, at the Dick Kleberg Park. The site currently has a propane Generac generator that is a backup for our radio system should power be lost as was the case during the recent weather event. That generator is not large enough to run the cooling system. The new generator will run the radio system as well as the cooling system so that the electronics are not damaged due to the heat.

**Financial Impact:**

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

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

Total Expenditures would be \$10,610.00

**Recommendation:**

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





## RABALAIS I & E CONSTRUCTORS

INDUSTRIAL, COMMERCIAL & RESIDENTIAL ELECTRICAL  
CONSTRUCTION & MAINTENANCE  
PNEUMATIC & ELECTRONIC INSTRUMENTATION  
SYSTEM INTEGRATIONS

TECL #29608

P.O. BOX 10366 CORPUS CHRISTI, TX 78460 (361) 242-3121 FAX (361)242-2678 [www.rabalais.com](http://www.rabalais.com)

### Proposal

Date: 07/20/2016

**Rabalais I&E Constructors, hereby proposes to provide the Electrical Installation:**

AT: City of Kingsville Police Department

FOR: Chief Torres

**In accordance with the following scope of work and specifications:**

Demo and replace existing generator with a new 22kw generac propane generator. Reuse existing circuits and transfer switch. New generator comes with a 2yr. Limited warranty. A 10 yr. warranty is available at additional cost of \$1,320.00. Excludes connecting/disconnecting propane lines.

Generator=\$5,520.00 Material=\$350.00 Labor=\$3,120.00

\$8,990.00

Bid Total

\$0.00

Tax

Bid Total with Tax

**The price for the work described above will be: \$8,990.00**

Eight thousand nine hundred and ninety dollars.

*This proposal is void if not accepted in writing within 10 days after this date; however, when executed by both parties, it shall become the contract for the services described above.*

**SEE REVERSE SIDE OF THIS AGREEMENT FOR ADDITIONAL TERMS AND CONDITIONS.**

**Acceptance of Proposal:** I have read both sides of this document and accept the prices, specifications and conditions stated. I understand that upon signing, this proposal becomes a binding contract. Rabalais I&E Constructors are authorized to do the work as specified.

**Accepted By:**

Signature

Print Name

Title

Date

**RABALAIS I & E CONSTRUCTORS**

It is our privilege to offer our company's abilities and competitive prices to you. Please call for any additional information you might need in making

Freddy Nava

Freddy Nava

361-242-3121, Ext. 124

[fnava@rabalais.com](mailto:fnava@rabalais.com)

## TERMS AND CONDITIONS OF CONTRACT

1. Written Orders- Rabalais I & E Constructors, will receive written orders for all additional work or changes signed by authorized person representing customer. No such additional work shall be commenced until such written authorization is received and acknowledged by Rabalais I & E Constructors.
2. Payment for Additional Work of Changes- Payments for changes to the original contract shall be made under the same terms and conditions as are embodied in the original contract.
3. Unavoidable Interruptions- It is hereby mutually agreed that Rabalais I & E Constructors, shall not be held responsible or liable for any loss, damage or delay caused by fire, strikes, civil or military authority or any other cause beyond its control.
4. Charges to Rabalais I & E Constructors- Rabalais I & E Constructors, shall not be liable for any charges for temporary wiring, electrical energy, heat, job clean-up, hoisting, job telephone, job office or storage space, etc., unless specifically stated in this proposal.
5. Liquidated Damages- Rabalais I & E Constructors, shall not be liable for any charges for liquidated damages resulting from delay in completion of the work caused by factors beyond its control.
6. Transfer of Title- If the customer transfers ownership of the property by sale or otherwise, the full amount remaining unpaid on this contract shall become immediately due and payable after date of such sale.
7. Arbitration- Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration in Nueces County, Texas, in accordance with the rules, then obtaining, of the American Arbitration Association, and the judgement upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.
8. Work Week- The proposal is based on a 40 hour work week at normal work hours unless otherwise specified.
9. Payment- Payment for all amounts due under this agreement as well as any additions to this agreement are due and payable at the office of Rabalais I & E Constructors- 11200 Up River Road, Corpus Christi, TX 78410 Nueces County, Texas. Payments shall be made by mail to Rabalais I & E Constructors- at P.O. Box 10366, Corpus Christi, TX 78460 or in person at 11200 Up River Road, Corpus Christi, TX 78460, Nueces County, Texas. All past due amounts shall bear interest at maximum allowed.
10. This agreement shall be interpreted according to the laws of the State of Texas and venue for any dispute arising out of this agreement shall be in Nueces County, Texas.

**From:** Monica Flores <monica@kingsvillepd.us>  
**Sent:** Wednesday, July 20, 2016 2:17 PM  
**To:** 'Ricardo Torres'  
**Subject:** FW: Disconnect and Reconnect Generator

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**From:** Bush, Leia [<mailto:Leia.Bush@amerigas.com>]  
**Sent:** Wednesday, July 20, 2016 2:08 PM  
**To:** 'monica@kingsvillepd.us'  
**Subject:** Disconnect and Reconnect Generator

Monica,

Per our conversation on the phone to disconnect the generator and reconnect it. Your looking at a minimum of 1 hour for each trip @ \$104.00 per hour and the dispatch fee of \$39.99 for the dispatch of the technician. There may be parts that will need to be changed out or replaced. This may alter the cost. The total without any parts installed would be as follows:

City of Kingsville – Police Dept. #101902688

Labor – 2hours = \$208.00  
Dispatch fee - X 2 = \$79.98

Total - \$294.58

Let me know if you need anything else. The soonest available date I have to disconnect the generator will be 07/25/2016. Let me know if that will work out for you.

Thank you,

**Leia M. Bush - CRR**

**AmeriGas**

553 E Cong. Solomon P. Ortiz Blvd.

Robstown, Tx. 78380

Office: 361-387-3033

Fax: 361-387-5121

Email: [Leia.Bush@AmeriGas.com](mailto:Leia.Bush@AmeriGas.com)

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

**AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET FOR THE PURCHASE AND INSTALLATION OF A GENERATOR FOR THE POLICE DEPARTMENT RADIO TOWER SITE.**

**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 099-Disaster Response Recovery Fund</b>					
<u>Equity</u>					
2		Restricted-Disaster Response	61002		<u>\$10,610</u>
<u>Expenses</u>					
5-2103		Machinery/Equipment	71200	\$10,610	
				<u>\$10,610</u>	

[To amend the City of Kingsville FY 15-16 Disaster Response Recovery Fund Budget to include the purchase and installation of a generator for the radio tower site as per the attached memo from the Chief of Police.]

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 25<sup>th</sup> day of July, 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 #13**

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

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: July 15, 2016

SUBJECT: Tx CDBG Grant Number 7215362 Resolution Authorizing Signatories

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**Summary:** As a part of the process to receive the grant money for the Main Street sidewalk improvement project there are resolutions that must be approved prior to administering the grant funds. This resolution authorizes the Mayor and City Manager to be the signatories for the contractual documents pertaining to the Texas Community Development Block Grant Program Contract Number 7215362.

**Background:** The City of Kingsville was awarded a grant of \$58,530.00 dollars for sidewalk improvements in the downtown (Main Street) area. Prior to bidding and construction, resolutions must be approved by the City Commission. This is one resolution of many that you will be asked to approve in the near future.

**Financial Impact:** No financial impact

**Recommendation:** Approve resolution authorizing signatories.



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

**A RESOLUTION OF THE CITY COMMISSION OF KINGSVILLE, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TXCDBG) CONTRACT NUMBER 7215362.**

**WHEREAS**, the City of Kingsville, Texas has received a 2015 Texas Community Development Block Grant award to provide sidewalk and ADA compliant improvements in the downtown area; and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture; and

**WHEREAS**, an original signed copy of the *TxCDBG Depository/Authorized Signatories Designation Form* (Form A202) is to be submitted with a copy of this Resolution; and

**WHEREAS**, the City of Kingsville, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised *TxCDBG Depository/ Authorized Signatories Designation Form* (Form A202).

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

I.

**THAT** the Mayor and City Manager be authorized to execute contractual documents between the Texas Department of Agriculture and the City for the 2015 Texas Community Development Block Grant Program.

II.

**THAT** the Mayor and the City Manager be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2015 Texas Community Development Block Grant Program.

III.

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

IV.

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

**PASSED AND APPROVED** by a majority vote of the City Commission the 25th day of July, 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM**

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

**Depository/Authorized Signatories Designation Form**

Grant Recipient CITY OF KINGSVILLE

TxCDBG Contract No. 7215362

The individuals listed below are designated by resolution as authorized signatories for contractual documents.

Sam Fugate	Jesús Garza
(Name)	(Name)
Mayor	City Manager
(Title)	(Title)
(Signature)	(Signature)

In addition to the individuals listed above, the individuals listed below are designated by resolution as authorized signatories for the *Request for Payment Form* (Form A203)—(At least two (2) signatories required).

Sam Fugate	Jesús Garza
(Name)	(Name)
Mayor	City Manager
(Title)	(Title)
(Signature)	(Signature)

(Name)	(Name)
(Title)	(Title)
(Signature)	(Signature)

**NOTE:** A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form. Grant Recipients are strongly encouraged to use the sample resolution provided.

# **AGENDA ITEM #14**

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

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: July 15, 2016

SUBJECT: Abandonment of Alley (Torres Estates)

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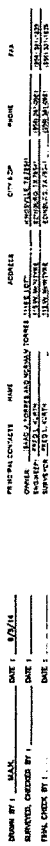
**Summary:** The developers of Torres Estate are requesting that the City abandon the alley that is on the south side of the project. The alley is 20 feet in width. The desire is for this property that is abandoned be attached to the appropriate property owner.

**Background:** This is an infill project that is intending to build smaller homes. The alley is no longer used and it is the desire of the developers to attach that ground to whichever lot is appropriate. Enclosed is a copy of the final plat for this project. There is also are documents that reflect the legal of the alley and the location of it to the relationship of the development. There is a utility easement there and there are utilities so we are not abandoning the utility easement. The developer is aware of this that is why the request is for the alley only. There is concern on the part of staff concerning access to the utilities and that has been expressed to the developers of the project.

**Financial Impact:** There is no direct financial impact to the city. There could be the point that the additional ground for the lot could help in the sale of the ground.

**Recommendation:** While the infill project is an important one for the City access to the utilities is a concern for staff.







## EXHIBIT "A"

July 07, 2016

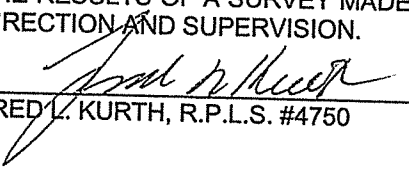
### METES AND BOUNDS DESCRIPTION 0.162 AC. OUT OF THE EXISTING 20.0-FOOT ALLEY OUT OF BLOCK 1, EVA ADDITION AND BLOCK 2, CLYDE ADDITION

A tract of land containing 0.162 of one acre situated in Kleberg County, Texas, being a part or portion of a 20.0-foot Alley located in Block 1, Eva Addition, according to the plat thereof recorded in Volume 1, Page 33, Envelope 17, and out of Block 2, Clyde Addition, according to the plat thereof recorded in Volume 1, Page 35, Envelope 18, said 0.162 of one acre is more particularly described as follows:

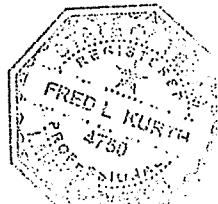
BEGINNING at a No. 4 rebar set [Northing: 17076294.338, Easting: 1193831.568] at the Southeast corner of said Lot 9, Block 1, for the Northeast corner of this herein described tract;

1. THENCE, S 01° 01' 10" E along the West right-of-way line of Sixteenth Street, a distance of 20.00 feet to a No. 4 rebar set for the Southeast corner of this tract;
2. THENCE, S 88° 58' 50" W a distance of 308.12 feet to a No. 4 rebar set for the Easternmost Southwest corner of this tract;
3. THENCE, N 01° 01' 10" W a distance of 10.00 feet to a No. 4 rebar set for an inside corner of this tract;
4. THENCE, S 88° 58' 50" W a distance of 90.00 feet to a No. 4 rebar set for the Westernmost Southwest corner of this tract;
5. THENCE, N 01° 01' 10" W along the East right-of-way line of Fifteenth Street, a distance of 10.00 feet to a No. 5 rebar found [Northing: 17076287.254, Easting: 1193433.357] at the Southwest corner of Lot 1, of said Block 2, Clyde Addition, for the Northwest corner of this tract;
6. THENCE, N 88° 58' 50" E at a distance of 171.75 feet pass a No. 5 rebar found on the Southeast corner of Lot 3, of said Block 2, Clyde Addition, and the Southwest corner of Lot 1, of said Block 1, Eva Addition, at a distance of 254.49 feet pass a No. 4 rebar found, continuing a total distance of 398.12 feet to the POINT OF BEGINNING, and containing 0.162 of one acre of land, more or less.

I, FRED L. KURTH, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 07/30/2014 UNDER MY DIRECTION AND SUPERVISION.

  
FRED L. KURTH, R.P.L.S. #4750

7-7-16  
DATE:





**NOTICE OF CONFIDENTIALITY RIGHTS:** IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

**WARRANTY DEED WITH VENDOR'S LIEN**

**DATE:** October 27<sup>th</sup>, 2014

**GRANTOR:** Isaac Torres, a/k/a Isaac V. Torres, and wife, Norma V. Torres

**GRANTOR'S MAILING ADDRESS (INCLUDING COUNTY):** Post Office Box 1813, Kingsville, Kleberg County, Texas 78364

**GRANTEE:** South Texas Benevolence Society, Inc., by and through its President, Mark Dizdar

**GRANTEE'S MAILING ADDRESS (INCLUDING COUNTY):** 1101 B Vine, McAllen, Hidalgo County, Texas 78501

**CONSIDERATION:** Ten and 00/100th Dollars (\$10.00) and one (1) real estate lien note as follows:

One (1) real estate lien note of even date that is in the principal amount of Eighty-Seven Thousand Five Hundred and 00/100ths Dollars (\$87,500.00), and is executed by the Grantee, payable to the order of Kleberg Bank, N.A. The note is secured by a vendor's lien retained in favor of Grantor in this deed and by a deed of trust of even date from Grantee to JOE M. HENKEL, Trustee. The vendor's lien and superior title to the property are retained for the benefit of Grantor and are hereby transferred to Kleberg Bank, N.A.

**PROPERTY (INCLUDING ANY IMPROVEMENTS):**

Lots One (1) through Three (3), Block Two (2), CLYDE ADDITION, an addition to the City of Kingsville, according to map or plat of record in Volume 1, Page 35, Envelope 18, Map Records of Kleberg County, Texas; and

Lots One (1) through Nine (9), Block One (1), EVA ADDITION, an addition to the City of Kingsville, according to map or plat of record in

Volume 1, Page 33, Envelope 17, Map Records of Kleberg County,  
Texas.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:** All easements, rights of way, prescriptive rights, and reservations of record, all presently recorded restrictions, covenants, reservations, conditions, oil and gas leases, mineral severances, and other instruments that affect the property; and any discrepancies, conflicts, or shortages in area or boundary lines.

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

The vendor's lien and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

**GRANTOR SELLS TO GRANTEE AND GRANTEE PURCHASES FROM GRANTOR, THE PROPERTY IN ITS "AS-IS", "WHERE-IS" CONDITION, AND WITH ALL FAULTS, EXCEPT FOR THE WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN. GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY, AND BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. GRANTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE OR OTHERWISE EXCEPT AS SET FORTH AND LIMITED HEREIN. ANY IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED.**

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

  
Isaac Torres, a/k/a Isaac V. Torres

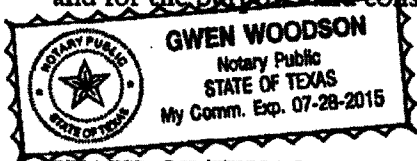
  
Norma V. Torres

#### ACKNOWLEDGMENTS

STATE OF TEXAS  
COUNTY OF KLEBERG

§  
§

On this 27th day of October, 2014, came on before me the undersigned notary public in and for the State of Texas, the person of Isaac Torres, a/k/a Isaac V. Torres, known to me to be the person whose name is subscribed hereto and acknowledged to me that he executed the foregoing instrument in the capacities and for the purposes and consideration therein expressed.

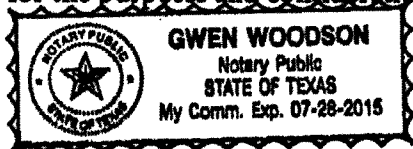


  
Notary Public-State of Texas

STATE OF TEXAS  
COUNTY OF KLEBERG

§  
§

On this 27th day of October, 2014, came on before me the undersigned notary public in and for the State of Texas, the person of Norma V. Torres, known to me to be the person whose name is subscribed hereto and acknowledged to me that she executed the foregoing instrument in the capacities and for the purposes and consideration therein expressed.



  
Notary Public-State of Texas

***PREPARED IN THE LAW OFFICE OF:***

Michael James Krueger  
Post Office Box 1538  
Kingsville, Texas 78364-1538

***AFTER RECORDING RETURN TO:***

South Texas Benevolence Society, Inc.  
Attention: Mr. Mark Dizdar  
1101 B. Vine  
McAllen, Texas 78501

VOL. 521 PAGE 848

FILE# 300454

FILED FOR RECORD

2014 NOV -3 AM 10:18

STEPHANIE G. GARZA  
COUNTY CLERK KLEBERG COUNTY  
BY *Connie G. Martinez*  
CONNIE G. MARTINEZ

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

VOL 521 PAGE 844

NOV - 5 2014

DELIVERY DATE



*Stephanie G. Garza*

STEPHANIE G. GARZA  
COUNTY CLERK, KLEBERG COUNTY

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

RETURN TO:

KINGSVILLE TITLE SERVICES

P O BOX 1434—115 N SEVENTH

KINGSVILLE TX 78363

RECORDERS MEMORANDUM:

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

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

**AN ORDINANCE ABANDONING AN ALLEY AND RETAINING AN EASEMENT FOR UTILITY PURPOSES IN BLOCK 1, EVA ADDITION, LOTS 1-18 AND IN BLOCK 2, CLYDE ADDITION, LOTS 1-6 (ALLEY IS BETWEEN 15<sup>TH</sup> AND 16<sup>TH</sup> STREETS) FOR TORRES ESTATES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, a twenty (20) foot alley right of way lies between Block 1, Eva Addition, Lots 1-18 and Block 2, Clyde Addition, Lots 1-6 in the City of Kingsville as more fully stated on the legal description and map attached hereto;

**WHEREAS**, Issac V. Torres and his wife Norma V. Torres own half of the lots contiguous to the alley and they used to own the other half of the lots contiguous to the alley prior to selling them to the South Texas Benevolence Society, Inc. by and through its President Mark Dizdar; all the parties now desire the alley right of way be closed for public use for the redevelopment of the area;

**WHEREAS**, AEP, AT&T, CMA, Center Point and the City water and sewer departments have verified there are existing utilities running through the alley right of way, for which they would need continued access;

**WHEREAS**, staff recommends the alley right of way be vacated **but a utility easement be maintained**, with the alley being equally split among the adjoining property owners (Issac V. Torres and his wife Norma V. Torres/South Texas Benevolence Society, Inc.);

**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** the City of Kingsville abandons and relinquishes any and all interest in the following described property as an alley to the adjoining property owners, but retains an easement for utility purposes. All documentation of the vacating of the land and retention of the utility easement will be appropriately recorded by the new property owner at the Kleberg County Clerk's Office pursuant to state law with the property owner being responsible for any and all filing fees.

Said property to be abandoned being a tract of land containing 0.162 of one acre situated in Kleberg County, Texas, being a part or portion of a 20.0-foot Alley located in Block 1, Eva Addition, according to the plat thereof recorded in Volume 1, Page 33, Envelope 17, and out of Block 2, Clyde Addition, according to the plat thereof recorded in Volume 1, Page 35, Envelope 18, said 0.162 of one acre is more particularly described as follows:



BEGINNING at a No. 4 rebar set [Northing: 17076294.338, Easting: 1193831.568] at the Southeast corner of said Lot 9, Block 1, for the Northeast corner of this herein described tract in the City of Kingsville, Kleberg County, Texas;

1. THENCE S 01° 01' 10" E along the West right-of-way line of Sixteenth Street, a distance of 20.00 feet to a No.4 rebar set for the Southeast corner of this tract;
2. THENCE, S 88° 58' 50" W a distance of 308.12 feet to a No. 4 rebar set for the Easternmost Southwest corner of this tract;
3. THENCE, N 01° 01' 10" W a distance of 10.00 feet to a No. 4 rebar set for an inside corner of this tract;
4. THENCE, S 88° 58' 50" W a distance of 90.00 feet to a No. 4 rebar set for the Westernmost Southwest corner of this tract;
5. THENCE, N 01° 01' 10" W along the East right-of-way line of Fifteenth Street, a distance of 10.00 feet to a No.5 rebar found [Northing: 17076287.254, Easting: 1193433.357] at the Southwest corner of Lot 1, of said Block 2, Clyde Addition, for the Northwest corner of this tract;
6. THENCE, N 88° 58' 50" E at a distance of 171.75 feet pass a No. 5 rebar found on the Southeast corner of Lot 3, of said Block 2, Clyde Addition, and the Southwest corner of Lot 1, of said Block 1, Eva Addition, at a distance of 254.49 feet pass a No. 4 rebar found, continuing a total distance of 398.12 feet to the POINT OF BEGINNING, and containing 0.162 of one acre of land, more or less.

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 25<sup>th</sup> day of July, 2016.

**PASSED AND APPROVED** on this the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2016.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #15**

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

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TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Tom Ginter, Director

DATE: July 15, 2016

SUBJECT: Request for City Commission to forgive interest on liens at 921 E. Yoakum

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**Summary:** Mr. Serafin Alanis is requesting that the City Commission forgive the interest cost of the liens that are on the property at 921 E. Yoakum. The liens are due to a demo and a mowing of the property. The total cost of the interest from the liens is \$1,230.05.

**Background:** It is my understanding that in the past the City Commission has only forgiven the interest cost when approached by citizens in regards to liens on property. Attached is documentation concerning the liens. As stated in Mr. Alanis request prior to acquiring title to the property all liens must be paid.

**Financial Impact:** The city would forgive \$1,230.05. On the positive side it would be hopeful that the new property owner would take care of the property and then relieve the city of future abatement work. This incentive is one way to possibly encourage infill development on lots that have a number of liens on them.

**Recommendation:** Approve forgiving the interest cost of \$1,230.05 on the property at 921 E. Yoakum.



July 13, 2016

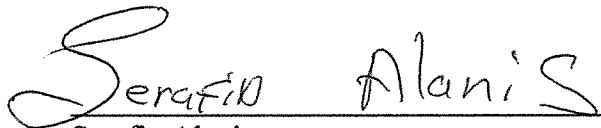
To: City of Kingsville

From : Serafin Alanis, 411 W. Ave. A, Kingsville, TX.

RE: Lien on 921 E. Yoakum, Kingsville, TX. 78363

Please be advised that I have an agreement with Segrario Sanchez Malone, owner of the above referenced property, to pay the City of Kingsville lien for the purpose of acquiring title to the property upon full payment of lien. I will be paying the lien and would appreciate any consideration in reduction of the lien.

Signed on July 13, 2016.

  
Serafin Alanis

## Jennifer Bernal

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**From:** Diana Medina  
**Sent:** Wednesday, July 13, 2016 2:00 PM  
**To:** Jennifer Bernal  
**Cc:** Aileen Escamilla  
**Subject:** RE: 921 E Yoakum  
**Attachments:** 20160713\_135128.pdf

Jennifer,

I have attached the total owed for the above mentioned address. The buyer, Mr. Serafin Alanis came to the department a couple of months ago to let us know he was going to be buying the property from Anita Canas Sanchez. At that time he requested a research done to see what liens if any and bills were outstanding with the City. I provided him with that information and he at that time requested we send him the invoices instead of to the property owner. I advised him that I could not do that without the property owner authorizing that request. He then showed up shortly after some time a letter that was notarized advising this department that Mr. Alanis was attempting to purchase the property and for us to send him all bills/invoices that are outstanding directly to him.

As you can see by the attachment, there are several outstanding amounts owed to the City of Kingsville. There are two liens that would entail interest. I have provided payoffs on those till the end of July 2016.

02-000672 still has a balance owed of \$124.68 however the interest due for that account is \$73.54

04-000126 has a balance owed with interest of \$4,472.53

The A/R billing system is not able to calculate the interest on a daily basis so the payoff amounts would have to be updated at the time of payoff (manual calculation )

So, the total interest that Mr. Alanis is talking about is: **\$1,230.05**. How you would like to handle all the other outstanding amounts is up to your department.

The grand total owed good thru 7-31-2016 is \$9,048.64.

I hope this information helps and let me know if I can be of further assistance.

Thanks.

Diana Medina  
Collections Manager  
Utility Billing Department  
City of Kingsville

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**From:** Jennifer Bernal  
**Sent:** Wednesday, July 13, 2016 12:59 PM  
**To:** Diana Medina  
**Subject:** 921 E Yoakum

CUSTOMER #	NAME	ADDRESS	PHONE / ATTN	CLASS	STATUS	BALANCE
1	JOHN DOE	123 MAIN ST	555-1234	101	ACTIVE	100.00
2	JANE SMITH	456 ELM ST	555-5678	102	PENDING	50.00
3	BOB JONES	789 PINE ST	555-9012	103	COMPLETED	0.00
4	ALICE BROWN	101 OAK ST	555-3456	104	ACTIVE	200.00
5	CHARLIE GREEN	202 BIRCH ST	555-7890	105	PENDING	75.00

[illegible]

DATE: 11/11/11

Balance

principal = \$ 251.14  
interest = \$ 73.54  
total \$ 324.68

P1

07/13/2016 1:24 PM  
CUSTOMER SET: \* - All Customer Sets  
CUSTOMER STATUS: Active

A / R MASTER REPORT

PAGE: 238

CUSTOMER #	NAME	ADDRESS	PHONE / ATTN	CLASS	STATUS	BALANCE
02-001057	SANCHEZ, ANITA CANAS	411 W AVE A KINGSVILLE, TX, 78363-0000	C/O SERAFIN & MAR	RES	A	245.19
<i>Bill #12363</i>						
	CREDIT LIMIT:	0.00	STATEMENT FLAG: O	TERMS PCT:		
	SALES Y-T-D:	245.19	CYCLE: M	INTEREST FLAG: N	TERMS TYPE:	
	SALES LAST YR:	0.00	LAST PURCHASED: 10/13/2014	TAX FLAG: N	TERMS DAY:	
	BALANCE:	245.19	LAST PAID:	TAX CODE:		
02-001071	SANCHEZ, ANITA CANAS	411 W AVE A KINGSVILLE, TX, 78363-0000	C/O SERAFIN & MAR	RES	A	217.85
<i>Bill #12400</i>						
	CREDIT LIMIT:	0.00	STATEMENT FLAG: O	TERMS PCT:		
	SALES Y-T-D:	217.85	CYCLE: M	INTEREST FLAG: N	TERMS TYPE:	
	SALES LAST YR:	0.00	LAST PURCHASED: 2/18/2015	TAX FLAG: N	TERMS DAY:	
	BALANCE:	217.85	LAST PAID:	TAX CODE:		
02-001213	SANCHEZ, ANITA CANAS	411 W AVE A KINGSVILLE, TX, 78363-0000	C/O SERAFIN & MAR	RES	A	217.85
<i>Bill #12557</i>						
	CREDIT LIMIT:	0.00	STATEMENT FLAG: O	TERMS PCT:		
	SALES Y-T-D:	217.85	CYCLE: M	INTEREST FLAG: N	TERMS TYPE:	
	SALES LAST YR:	0.00	LAST PURCHASED: 4/13/2015	TAX FLAG: N	TERMS DAY:	
	BALANCE:	217.85	LAST PAID:	TAX CODE:		
02-001363	SANCHEZ, ANITA CANAS	411 W AVE A KINGSVILLE, TX, 78363-0000	C/O SERAFIN & MAR	RES	A	217.85
<i>Bill #12720</i>						
	CREDIT LIMIT:	0.00	STATEMENT FLAG: O	TERMS PCT:		
	SALES Y-T-D:	217.85	CYCLE: M	INTEREST FLAG: N	TERMS TYPE:	
	SALES LAST YR:	0.00	LAST PURCHASED: 7/22/2015	TAX FLAG: N	TERMS DAY:	
	BALANCE:	217.85	LAST PAID:	TAX CODE:		
02-001391	SANCHEZ, ANITA CANAS	411 W AVE A KINGSVILLE, TX, 78363-0000	C/O SERAFIN & MAR	RES	A	216.12
<i>Bill #12733</i>						
	CREDIT LIMIT:	0.00	STATEMENT FLAG: O	TERMS PCT:		
	SALES Y-T-D:	216.12	CYCLE: M	INTEREST FLAG: N	TERMS TYPE:	
	SALES LAST YR:	0.00	LAST PURCHASED: 8/12/2015	TAX FLAG: N	TERMS DAY:	
	BALANCE:	216.12	LAST PAID:	TAX CODE:		

P2



CUSTOMER #	NAME	ADDRESS	PHONE / ATTN	CLASS	STATUS	BALANCE
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03-000061	SANCHEZ, ANITA CASAS	411 W AVE A KINGSVILLE, TX, 78363-0000	C/O SERAFIN & MAR	RES	A	2,602.30
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*Commission ordered demo*

*Demo  
4/5/13*

CREDIT LIMIT:	0.00	STATEMENT FLAG:	O	TERMS PCT:
SALES Y-T-D:	2,602.30	INTEREST FLAG:	N	TERMS TYPE:
SALES LAST YR:	0.00	TAX FLAG:	N	TERMS DAY:
BALANCE:	2,602.30	LAST PAID:		

04-000019	SANCHEZ, TERESA	732 E AVE B KINGSVILLE, TX, 78363-0000		RES	A	60.05
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CREDIT LIMIT:	0.00	STATEMENT FLAG:	O	TERMS PCT:
SALES Y-T-D:	60.05	INTEREST FLAG:	N	TERMS TYPE:
SALES LAST YR:	0.00	TAX FLAG:	N	TERMS DAY:
BALANCE:	60.05	LAST PAID:		

04-000093	SANCHEZ, ANITA CASAS	411 W AVE A KINGSVILLE, TX, 78363-0000	C/O SERAFIN & MAR	RES	A	2,875.26
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*PCE  
4/5/13*

CREDIT LIMIT:	0.00	STATEMENT FLAG:	O	TERMS PCT:
SALES Y-T-D:	2,875.26	INTEREST FLAG:	N	TERMS TYPE:
SALES LAST YR:	0.00	TAX FLAG:	N	TERMS DAY:
BALANCE:	2,875.26	LAST PAID:		

04-000126	SANCHEZ, ANITA	411 W AVE A KINGSVILLE, TX, 78363-0000	C/O SERAFIN & MAR	RES	A	3,689.06
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CREDIT LIMIT:	0.00	STATEMENT FLAG:	O	TERMS PCT:
SALES Y-T-D:	3,689.06	INTEREST FLAG:	N	TERMS TYPE:
SALES LAST YR:	0.00	TAX FLAG:	N	TERMS DAY:
BALANCE:	3,689.06	LAST PAID:		

*(PCE 11-5-12)*

*Lien*

04-000190	SANCHEZ, ANITA CANAS	411 W AVE A KINGSVILLE, TX, 78363-0000	C/O SERAFIN & MAR	RES	A	460.31
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*PCE  
Bill # 12987*

CREDIT LIMIT:	0.00	STATEMENT FLAG:	O	TERMS PCT:
SALES Y-T-D:	460.31	INTEREST FLAG:	N	TERMS TYPE:
SALES LAST YR:	0.00	TAX FLAG:	N	TERMS DAY:
BALANCE:	460.31	LAST PAID:		

→ For 04-000126  
principal = \$ 3,316.02  
interest = \$ 1,156.51  
\$ 4,472.53  
good thru 7-31-14

# **AGENDA ITEM #16**

**City of Kingsville**  
**Public Works**

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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: July 20, 2016

SUBJECT: Rescind Copper Chemicals Bid Award and Award Next Responsive Bidder

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**Summary:**

This item authorizes staff to rescind the bid award currently in place with Kruger Inc. (Veolia Inc.) for chemicals to perform the copper removal from the North Wastewater Treatment Plant and award the bid to the next responsible bidder Kendall & Sons Inc.

**Background:**

During the month of May the City Commission approved awarding the copper removal chemicals bid to Kruger Inc. (Veolia Inc.) per staff recommendation to the lowest bidder. The first chemical totes were delivered May 20<sup>th</sup> and placed in service delivering the chemical at a rate of 45 mls/min. This rate generated a lab result of .007mg/L. During the month of June, the rate was increased to 50 mls/min then to 60mls/min but the monthly average failed with a lab result .0099mg/L. The Wastewater Supervisor was in communication with Kruger representatives throughout the month as the lab results were too high. The Kruger representatives were trying to figure out the problem while another pair of totes was ordered. The new totes were placed in service upon arrival at the rate of 60mls/min but in order to get the lab results needed to satisfy TCEQ, the City had to double the injection rate, which doubles the amount of this chemical needed. During this time, staff ordered two totes from the previous vendor, Kendall & Sons (K&K Chemicals) that was producing levels below .0045 mg/L. Staff is confident that the chemicals from Kendall & Sons will produce an average monthly lab result below or equal to .007 mg/L. **Thus, there is a cost savings to the City by using the Kendall & Sons product as to continue using the Krueger product will incur an additional expense as it takes twice as much product to achieve the same result as the Kendall product.**

For information purposes, we started using the Kendall & Sons copper removal additive in November at a rate of 30 mls/min. We even went down to 20mls/min from December thru the



**City of Kingsville**  
**Public Works, Landfill Division**

first part of May when buying chemicals from Kendall & Sons. To avoid annual chemicals costs exceeding \$50,000 bids were received in May and awarded to low bidder Veolia Inc.

**Financial Impact:**

If approved this request will only increase chemical costs for the current budget by \$3,839.00. No budget amendment is required for this change.

**Recommendation:**

Staff recommends rescinding the bid award to Kruger Inc and awarding the bid to the next qualified/responsible bidder Kendall & Sons for \$16.90/gallon.



# **AGENDA ITEM #17**