

City of Kingsville, Texas

AGENDA CITY COMMISSION MONDAY, SEPTEMBER 26, 2016 REGULAR MEETING

**MUNICIPAL BUILDING-OLD CITY HALL
200 EAST KLEBERG AVENUE
6:00 P.M.**

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

Special Meeting – August 23, 2016
Special Meeting – August 30, 2016
Regular Meeting – September 12, 2016

APPROVED BY:


Jesus A. Garza
City Manager

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

1. Public hearing for an alcohol variance for a Beer and Wine Retailer's Off-Premise Permit for an establishment known as Double Seven located at 1414 N. 14th Street, Kingsville, Texas. (Director of Planning and Development Services).

III. Reports from Commission & Staff.²

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

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies. (Human Resource Director).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2015-2016 budget to cover end of year deficit accounts and to close and or create additional funds. (Director of Finance).
3. Motion to approve final passage of an ordinance authorizing the Finance Director to write-off City of Kingsville accounts receivables in the amount of fifty-eight thousand one hundred and one dollars and thirty-one cents (\$58,101.31), where it has been determined that such accounts are uncollectible. (Director of Finance).
4. Motion to approve a resolution authorizing the City Manager to enter into an Engagement Letter Agreement between the City of Kingsville, Texas and John Womack & Co., P.C. for the 2015-2016 Fiscal Year Audit. (Director of Finance).

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

5. Consider a resolution approving the City of Kingsville's 2016 Tax Roll as submitted by the Kleberg County Tax Assessor-Collector pursuant to the Texas Property Tax Code, Chapter 26, Section 26.09(e). (Director of Finance).
6. Consider an alcohol variance for a Beer and Wine Retailer's Off-Premise Permit for an establishment known as Double Seven located at 1414 N. 14th Street, Kingsville, Texas. (Director of Planning & Development Services).
7. Consider a resolution authorizing the Mayor to enter into a one-year Water Supply Contract with the South Texas Water Authority. (City Attorney).
8. Consider resolution authorizing the City Manager to enter into a construction contract between the City of Kingsville and Rusty Van Fleet Construction Company for the Cottage Building renovation project, as per competitive sealed proposal process. (Director of Purchasing & Technology).

9. Consider award for Engineering Services (RFQ16-14) for Wastewater Treatment Plant capacity analysis and authorize staff to negotiate a contract, as per staff recommendation. (Director of Purchasing & Technology).

VII. Adjournment.

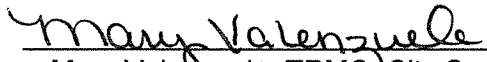
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

NOTICE

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

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

September 21, 2016 at 4:45 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)

AUGUST 23, 2016

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, AUGUST 23, 2016 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 4:00 P.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Jesús Garza, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Tom Ginter, Director of Planning & Development Services
Emilio Garcia, Health Director
Bill Donnell, Assistant Public Works Director
Diana Gonzales, Human Resources Director
Susan Ivy, Parks Manager
David Solis, Risk Manager
Deborah Balli, Finance Director
Adrian Garcia, Fire Chief
Charlie Cardenas, Public Works Director/Engineer
Sharam Santanilla, Capital Improvement Manager
Leo Alarcon, Tourism Director
Robert Rodriguez, Library Director
Jennifer Bernal, Community Appearance Supervisor
Stacie Pena, Accountant Manager
David Bodiford, Accountant Supervisor
Cynthia Martin, Downtown Manager
Manny Salazar, Economic Development Director
Richard Flores, Golf Course Manager

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

Mayor Fugate asked that if no one had any objections, he will waive this section of the agenda.

MINUTES OF PREVIOUS MEETING(S) – Required by Law

None.

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

NONE

III. Reports from Commission & Staff²

"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, Convention and Visitor's Bureau, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development , Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works- Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Chapter 59 project. No formal action can be taken on these items at this time."

Mrs. Courtney Alvarez reported that the Supplemental Insurance Enrollment is going on today, August 23rd and August 24, 2016. Representatives will be located in different city facilities.

IV. Public Comment on Agenda Items^{.3}

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

No comments made.

V. Consent Agenda

Notice to the Public

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

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.^{.4}

1. **Review and discuss proposed fiscal year 2016-2017 budget for departments of the City of Kingsville. (City Manager).**

Mr. Jesús Garza, City Manager stated that there will be a slight change in schedule for tonight's presentation. Due to Chief Torres unable to make the City Commission tonight, the Kingsville Police Department will not be presenting its budget until a later day.

Mr. Garza began with his presentation of the Planning & Development Services Department. This department will be moving into the new Cottage Building during the new fiscal year. The big priority for this department is preparing for the move. There is a lot of customer service aspects of the Planning & Development Services that staff would like to address and improve of this physical move to the Cottage Building. As part of this effort, some of the plans that staff is planning on accessing for the new fiscal year is accessing staffing levels for this department as well as researching other avenues that will assist staff in providing better customer service. With technology software available that is specific for Planning Departments that currently don't have but would potentially be a good resource for staff to do more research on and explore those tools that are available to us. The Planning Department has various division within itself and one being where the Building Inspector is housed. Within this budget there is a slight increase in Training & Travel, this is to allow staff to gain training on planning and development. Historically Mrs. Martin's position was funded by the Tourism Department. In the new fiscal year, it will be changed to have Mrs. Martin's position will be split funded between the General Fund and Tourism Fund as a way to being the transition her position to become fully funded through the general fund and be under Tom Ginter. Mrs. Martin's position is a dual position, Downtown Manager and Historic Preservation Officer overseeing the Historical District. There is an increase focus on the revitalization of the downtown area. The Commission approved \$1million dollars out of Certificates of Obligations 2016 for the downtown infrastructure. Staff is also going through a downtown vision plan that is being done by the University of Texas-San Antonio (UTSA). University representatives will be in Kingsville hosting a Downtown Vision Plan Public Meeting on September 21st to receive input from the public on the downtown vision plan. The downtown vision plan is to be completed by the end of the year. Staff plans on using this plan as a tool and guide to help develop the infrastructure for the downtown area. Staff has been in communication with representatives from Economic Development Administration out of Austin, where they have Public Works Assistance Grant Program that staff will be applying for. Mr. Sharam Santanilla, Capital Improvements Manager will be the lead for this project. The Economic Development Administration Public Works Assistance Grant Program provides financial assistance for infrastructure improvements for communities that are considered in distressed such as unemployment and income levels. The City of Kingsville qualifies to get asserted match from this grant. This grant has no specific deadlines; it is done on a rolling basis.

Mayor Fugate asked what a million dollars will get the City of Kingsville. Mr. Garza responded that it all depends at the time the city applies and where the city ends up at. Garza further stated that if the city's unemployment rate is high, then their match is greater. If the unemployment is lower, then that match is not as high for the City. This grant ranges from being a 50/50 match to an 80/20 match depending on the time of the application and where the city stands with unemployment rates and medium income.

Mr. Garza continued to report on infrastructure improvements. The City of Kingsville received a CDBG Grant for ADA in the downtown area. This will include sidewalk work on 7th Street between King Ave. and Kleberg Ave. There will also be ADA Accessibility on the corner of Kleberg Ave. and 8th Street. This project will be bided out in the next few months. Also related to downtown is the Façade Program. There is money set aside within the Tourism budget for an amount of \$50,000 for the Façade Program. In the next fiscal year, staff would like to plan some changes to the Facade Program. The Facade Grant does not have a time restrain or requirement so it is important to change the program so that when someone gets awarded a grant they have six months to do the work and if not they lose the money. Also to be included within these guidelines is that the applicant must be an owner of the business, or it can require a letter of approval signed by the owner to the tenant authorizing the tenant to apply of the grant. The tenant will also need to prove that they have a certain amount of years left on their lease in order to apply for this grant. There

are also some property owners that are in a bit of distress more than others, so staff would like to have some flexibility with some of those owners that don't have the financial means to do a 50/50 match and consider possibly an 80/20 match. There has also been consideration on placing a cap on the facade grant recipient. This is to make sure that one property does not consume 100% of the allocation for the year.

Commissioner Garcia asked if there was anything to ward off the possibility of duplication for this grant. Mr. Garza responded that currently there is nothing that can prevent a property owner to apply more than once for this grant. This is something that staff is considering in doing within the guidelines.

Mr. Garza continued to state that staff is trying to redevelop the Texas Theatre and the old dealership building located in the downtown area. Mrs. Cynthia Martin, Downtown Manager is working with the Historical District and getting grant funds to register the entire downtown area into the National Historical Registry. This is a grant that Mrs. Martin has submitted a letter of intent to the Texas Historical Commission.

Mrs. Martin makes comments with regards to the deadline and possibly the time frame as to when the City should hear back from the Texas Historical Commission. Due to no audio at the back of the room, it is not certain what her comments were.

Mr. Garza further stated that one other item that will be coming to the City Commission for approval in the next couple of months is changing the boundaries to the Main Street Program to accommodate for the entire corridor between the Kleberg County Courthouse and the new City Hall. At this time the boundaries go from the Courthouse to 6th Street then north to then encompass the King Ranch Museum. This does not continue down Kleberg Ave. to the new City Hall. In changing the boundaries, it will include the new City Hall. Garza continued and discussed the Pavilion Space and the pump house located on 6th Street. The City Commission has allocated for the renovation of the old pump house. The old pump house project has been an ongoing project for the past four years. This fiscal year, staff went through the RFQ process to solicit an architect to assist in the design of this improvement. This was approved and so this architect is about 95% done with the design and construction documents for the old pump house. With this done, staff will be bidding out that projects within the next month. There is about \$500,000 in the budget that was allocated for this improvement and to improve fencing around the pump house. Currently the old pump house is within the fence line but once it is renovated into public bathrooms, it will have to be outside the fence line. Staff is also contemplating on relocating the Bandstand from the parking lot to the pavilion area. Currently the bandstand is not being used to its full potential where it is currently located. Bids have been solicited to see how much it would cost the city to relocated the bandstand. With the bandstand being relocated within the pavilion can lead to more events within this location.

Mrs. Alvarez commented that staff may need to review the resolution for any particulars from when the Woman's Club donated the bandstand, just to make sure there are no restrictions. Mr. Garza commented that the Woman's Club is already aware of these efforts.

Mr. Garza went on to discuss the Historic District. This has been assessed internally to try and figure out what are the challenges and what we can do improve the management of the Historic District. One thing that stands out is the fact that the City of Kingsville's Historic District is very large in comparison to some of the other Historic District in other communities. The Historic District consumes 120sq blocks, 1,090 properties. This is a large area for one district. Some other cities have number of Historic Districts and reason for it is that some have their own design guidelines. Some cities have fulltime staff that work with these historic districts. As it stands now, our historic district is not setup to be successful. Within the next several months, staff will reassess the historic district and come up with a recommendation that may split up the district into various districts. The idea for a Historic

District is to preserve the history of the area and make it a place where citizens want to reside. In some instances, historic districts have an impact on value of the area, which is why in some other communities, the historic district is the most expensive area to live in. Garza further stated that currently the City of Kingsville does not have a design guideline for a Historical District. Mrs. Martin is currently working with the Certified Local Government Program on grants. One of the grants being looked at is also a grant to assist the Texas Historical Commission design guidelines for our Historic District, which is what the City needs to help more properly enforce and require citizens to maintain certain design standards for the Historic District. With a lot of challenges within the City's Historic District, that are going to require some assessment and come up with some recommendations to setup us up in place where it can be more successful than what it is now.

Commissioner Garcia asked what is the idea from staff on splitting up the one district. Mr. Garza commented that at this time staff does not have information at this time as it has not been developed. This is something that staff will work on within the next several months in developing this plan. Commissioner Garcia further commented that when you start restricting within a Historic District, it can prevent citizens from wanting to move into the district.

Mr. Garza discussed the Economic Development Fund. This is a new fund that was created to account for some of the expenses that the City has with Economic Development. The funds received from Celanese and the Kingsville Housing Authority are placed into the Economic Development Fund.

Mr. Manny Salazar, Economic Development Director commented that he and other staff members have been involved in meeting with the Retail Coach. The goal for these meetings is get the Kingsville out in front of as many restaurants and companies as possible that may have an interest in opening a business in Kingsville. This will boost business in Kingsville as well as create new jobs.

Mr. Garza discussed the Tourism Department Budget. Staff documented for months the decrease in revenues from the Tourism Fund. The expected annual for the 2016 fiscal year was proposed at \$457,000. This had an impact on things that the city does especially on items related to percentages. For example, the contract with the Conner Museum is based on a percentage according to the revenues taken in. It is anticipated that with La Quinta opening in Spring 2017, staff is proposing that for next fiscal year \$485,000 will be collected from Hotel/Motel Tax. Garza commented that effective October 1st, the JK Northway Coliseum will be directly under the Tourism Department.

Mr. Jonathan Plant, Museum Director presented the budget for the Conner Museum. Mr. Plant commented that the deposits made to the Conner Museum were in the amount of \$75,214.61 between September, 2015 to August, 2016 and added to the carryover balance of \$44,806.15 made for a total revenue of \$120,020.76. In salaries, wages and benefits the amount spent for staff was \$58,004.16, Exhibits & Supplies \$18,394.42, and advertisements \$35,787.39 for total operating expenses of \$54,181.81. Conner Museum projected budget for Fiscal Year 2017 the balance to date is \$7,834.69, this does not include the August monthly check from the Hotel/Motel Tax. Allocated revenues for Fiscal Year 2017 is \$65,000 which makes the total estimated revenues \$78,834.34. Salaries, wages, and benefits remains the same for the new fiscal year. Exhibit fees were cut down to half from its normal cost to an amount of \$10,000 and advertisements was also cut down to \$10,830.10. The Conner Museum will do less printing advertisement and more local station channel advertisement.

Mr. Garza reviewed the Parks & Recreation budget. Some of the changes within this department are organizational. With the creation of the Parks & Recreation Director to oversee the Parks Manager and the Golf Course Manager, part of this effort is to maximize

our resources. Within the budget there is a new division that was included. This is to help fund the Parks & Recreation Director and Administrative Assistant that is being transitioned from the Parks Manager over to the administration. Some of the things staff will focus on for the new year is the potential of a new Skate Park and water feature. The City has applied for a grant through the Coastal Bend Community Foundation for a Splash Pad. At this point, staff has not received any word on the grant as of today.

Mr. Richard Flores, Golf Course Manager commented that the for the last few months he has done due diligence and the Golf Course is dilapidated. The infrastructure has deteriorated over the last 20 to 30 years. The Golf Course is in need of a new irrigation system along with drainage. In the last three months, the Golf Course has been closed for a total of 40 days due to rain and the lack of drainage. The Golf Course cannot operate like this and generate revenue. Flores stated that he can get the Golf Course to a certain level of condition but cannot afford to be stagnate and move forward with what he considers major projects. The vision is to improve the Golf Course where it can attract more tournaments and junior programs.

Mayor Fugate asked what is the need to get this up and going. Mr. Flores responded that he is trying to partner with the Engineering Department of Texas A&M University-Kingsville and the Farmers Co-op to assist with the Golf Course. Some of the work can be done in-house but without the manpower, equipment and funding it can be difficult to be done.

Mayor Fugate commented that with the work needed to be done at the Golf Course, this must become a priority as it is an embarrassment to the City.

Community Appearance Department. This department has an increase in training & travel. This will help pay of certifications, which is required, for the inspectors of this department. Due to staff budgeting for an Election in 2017, which will not occur until 2018, part of this money will be used for the purchase of a new mower for this department. With the department currently having two employees and one mower, makes it a bit difficult for the department.

Library Department, not many changes to this budget were made. Although on the County side both the Library and Health Department have been asked to reduce their budget by 10%. Mr. Garza commented that he is has not cut their budget by 10%. Garza commented that even if it's not an even 50/50 split, he is ok with that. He feels that the employees and citizens should not suffer because of the financial challenges the County may have.

Mayor Fugate asked if there was enough money budgeted for demolitions. Mr. Garza responded that \$10,000 is allocated every year for demolitions. Mayor Fugate asked if this amount was enough. Mr. Garza's response was that we can reallocate money at a later time if needed.

The Animal Shelter is working on getting an intern from Texas A&M University-Kingsville. This intern will assist with animal care and other assigned duties. The budget also allows for some minor improvements to the facility.

Commissioner Garcia asked if there was a contingency fund for emergencies situations such as where to house the animals in case of a hurricane. Mr. Garza responded that there isn't a contingency fund for this type of situation. This is something that can be looked into by staff.

Mr. Garza commented that there is some money allocated in the Health Department under Professional Services for minor vet care.

Mr. Garza stated that staff is currently working on Collective Bargaining with the both the Fire Department and Police Department. Based on history of the negotiations, staff has made an assumption as to what the amount will be for the new fiscal year. This dollar

amount will not be disclosed at this time as Collective Bargaining negotiations are currently going on. Garza further commented that one thing that is new in the Fire Department is the vehicle replacement fund for an amount of \$50,000. The Police Department does not have this fund as they use Chapter 59 fund for vehicle replacement.

Fire Chief Adrian Garcia reported that the Fire Department has been utilizing Certificates of Obligation with Capital Outlay Projects. These are ongoing projects such as replacing the roof at the Central Fire Station, replacing eastside windows, and replacing MICU Ambulance. In the new fiscal year, staff is looking into adding a new security fence at the Central Fire Station, renovate the dorm at Central, and replace broken windows on the west side second floor of the Central Fire Station.

Mayor Fugate asked if all these repairs were included within the new budget. Mr. Garza responded that when the CO's were approved earlier in the year, \$500,000 was allocated to the Fire Department of which \$200,000 was to be spent on an ambulance with the additional amount split between building improvements and communication improvements. Mayor Fugate asked if staff would be interested in looking at the possible purchase of the old Alaniz house. Fire Chief Garcia responded that this is something that staff can look into.

Chief Garcia commented that within the Fire Marshall office, with there being 812 active businesses within the City of Kingsville the Fire Marshall is on average conducting about 305 inspections annually. By looking at the inspection rate, the City of covering about 38% of businesses. With the City Commission adopting the Fire Code in 2009, it recommends that these inspections be done annually. As the City does not have an inspection program, which is something that staff will be exploring this year. Instead of doing inspections on all 812 businesses we evaluate each business depending on the hazardous will be inspected either once a year or every two to five years. In addition to this, one of the things being explored is utilizing some of the on duty or on shift inspectors. There are individuals on the operations side that are not certified in the inspection program therefore Fire Chief Garcia is looking into putting an inspection program together which will assist the Fire Marshall in conducting some of the annual inspections.

Mayor Fugate asked if staff has looked into privatizing this type of work. Fire Chief Garcia responded that he has thought about privatizing, but has not looked into yet. Mr. Garza commented that conversations have been made internally about exploring different options to help improve the inspection aspect operation of the city as it is connected with the Planning Department. Based off of conversations with the developers and business owners that both on the Planning side and the Fire Marshall side is perhaps not as business friendly as they need to be. There are a lot of businesses that require fire inspections. Currently the Fire Marshall spend a lot of time doing inspections that prevent him from attending construction meetings that maybe the Building Official is attending. By privatizing these inspections, it will allow for the Fire Marshall to attend some of the new construction projects.

Mayor Fugate commented that with Kingsville growing it is a big challenge for the Fire Marshall in getting inspections done on a timely manner. Fugate further commented that most of the complaints he hears from developers is that the Fire Marshall will come in a do an inspection, gives the developer two or three things that need to be done then comes back to inspect those, then gives them another two or three things that need to be done. This should all be taken care of all within one inspection, which is frustrating to the developer.

Mr. Garza commented that this is being evaluated and staff is trying to figure out what is in the best interest of the City to accomplish these inspections.

Commissioner Garcia commented that he has experienced this type of service when the American Legion was going through their inspection. They come in and inspect and give you one or two things that need to be done, then come back and state some other things that need to be done. Garcia asked that it would be best to give a checklist to the developer of what is expected when the Fire Marshall comes to perform the inspection.

Chief Garcia responded that this is something that needs to be looked into for future inspections.

Rick Salinas, Volunteer Fire Chief reported that they have engaged in 3,447 man hours since November 2015. They have responded to 26 callouts for general fire alarms. The Volunteer Fire Department utilized their headquarters to house citizens that were displaced from the May 31st storm. The Volunteer Fire Department has 32 members of which twelve are military, ten EMT's, one paramedic, one registered nurse, and three firefighters.

Mr. Garza commented that one thing that is very important is for the Volunteers to work together with the Fire Department. Staff has been in conversation with the Volunteer Fire Department regarding potentially using their headquarters as an EEOC Command Center.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:07 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

AUGUST 30, 2016

A SPECIAL MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON TUESDAY, AUGUST 30, 2016 IN THE HONORABLE ROBERT H. ALCORN COMMISSION CHAMBERS 200 EAST KLEBERG AVENUE AT 4:00 P.M.

CITY COMMISSION PRESENT:

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

CITY STAFF PRESENT:

Jesús Garza, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Tom Ginter, Director of Planning & Development Services
Emilio Garcia, Health Director
Bill Donnell, Assistant Public Works Director
Diana Gonzales, Human Resources Director
Susan Ivy, Parks Manager
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Deborah Balli, Finance Director
Charlie Cardenas, Public Works Director/Engineer
Sharam Santanilla, Capital Improvement Manager
Leo Alarcon, Tourism Director
Robert Rodriguez, Library Director
Stacie Pena, Accountant Manager
David Bodiford, Accountant Supervisor
Cynthia Martin, Downtown Manager
Ricardo Torres, Chief of Police
Charlie Sosa, Street Superintendent
Frank Garcia, Wastewater Supervisor
Marco Jimenez, Water Department
Pete Pina, Landfill Supervisor
Luke Stevens, Sanitation Supervisor
Julian Cavazos, Police Department
Austin Jurica, Engineers Assistant
Joe Casillas, Water Production Supervisor

I. Preliminary Proceedings.

OPEN MEETING

Mayor Fugate opened the meeting at 4:00 P.M. with all five Commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

Mayor Fugate asked that if no one had any objections, he will waive this section of the agenda.

MINUTES OF PREVIOUS MEETING(S) – Required by Law

None.

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

NONE

III. Reports from Commission & Staff²

"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, Convention and Visitor's Bureau, Chamber of Commerce, Coastal Bend Council of Governments, Conner Museum, Keep Kingsville Beautiful, and Texas Municipal League. Staff reports include the following: Building & Development , Code Enforcement, Proposed Development Report; Accounting & Finance – Financial & Investment Information, Monthly Financial Reports; Police & Fire Department – Grant Update, Police & Fire Reports; Street Updates; Public Works- Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Administration –Workshop Schedule, Interlocal Agreements, Public Information, Hotel Occupancy Report, Quiet Zone, Proclamations, Health Plan Update, Tax Increment Zone Presentation, Chapter 59 project. No formal action can be taken on these items at this time."

Mrs. Courtney Alvarez reported that the next budget workshop is scheduled for Wednesday, August 31st. There will be two public hearings for that day, one for the proposed tax rate increase and one for the proposed Fiscal Year 2016-2017 budget. Both the tax rate and the proposed budget will be introduced on September 6, 2016.

IV. Public Comment on Agenda Items⁻³

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

No public comments made.

V.

Consent Agenda

Notice to the Public

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

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Review and discuss proposed fiscal year 2016-2017 budget for departments of the City of Kingsville. (City Manager).

Mr. Jesús Garza, City Manager reported that the City of Kingsville has come into a settlement agreement with the Kingsville Police Department. The total amount that will impact the City for this agreement is for a total of \$144,000.00. The presentation made during tonight's meeting from the Police Chief will show some changes to accommodate the increases. One of the things that will be noticed is that the current fiscal year some of overtime that comes from Chapter 59 funds was actually paid through general fund as there was no money in Chapter 59.

Police Chief Ricardo Torres presented his budget through a PowerPoint presentation. The Kingsville Police Department focuses on Community first. Also being done is mentoring with young children and involved in the Micro Society Partners. The Civilian Response to Active Shooter Events (C.R.A.S.E.) is built on strategies to avoid, deny, and defend. Topics include history and prevalence, role of professional guardians, civilian response options and drills. Peace Officer licensing, 46% hold Master Peace Office License, which is a high percentage in terms of most other cities. Others hold advanced, intermediate and basic licenses. Some trends to watch for are violent crime. Violent Crime is on the down slope for this year. Something that young adults are discovering is something called Crunk and Purple Drank. This is used by young adults in the community. This is marketed for children which is a downer. The State is working on making this illegal. Synthetic Marijuana appears to be current drug of choice, especially amongst younger users. This drug can have deadly consequences. The Kingsville Police Department has daily arrests, usually multiples, of subjects abusing this drug. Torres further commented on the budgets for the division and bureau. Under Administration, motor gas and oil increased by \$306, Catering was reduced by \$1,000. Patrol Division, Salaries & Wages increased by \$93,000; overtime reduced by \$124,000; supplies increased by \$700; Uniforms and Personal Wear increased \$331; Motor Gas & Oil reduced \$6,373; Animal Care decreased to \$1,000; Printing & Publishing reduced \$500; Training & Travel reduced \$2,500; Laundry reduced by \$4,000, but will be corrected since this is a contractual item. Jail contract expense \$164,250. Currently meeting with County Officials in regards to the Jail contract. Currently paying \$45 per inmate. County would like to increase to \$55 per inmate. Recommend that City pays as we go, lower the number of guaranteed beds. In the Communication Bureau, supplies reduced \$1,384; Communications reduced \$19,740. This was due to wrongfully charged for telephone lines, recovered \$40,000. Two dispatchers reorganized into this division for consolidated dispatching with Fire Department. In the Criminal Investigation Bureau, salaries and wages increased by \$48,600; overtime same at \$5,143; supplies reduced \$3,200 of which \$2,000 was a onetime purchase for Ion Scanner and \$1,200 filter for drying cabinet which was a onetime purchase. Motor Gas and Oil reduced \$8,387, which there was no impact to the Police Department as they have newer vehicles; Laundry increased to \$5,000. In Community Service, Utilities increased \$3,328; vehicle machinery maintenance reduced \$550. Need to purchase ductless mini split for property room \$4,500. Torres commented that the Police Department is an approved TCLEOS Training Facility. Since October, 267 officers have been trained. There are certified instructors on staff that provide in-house training.

Commissioner Garcia asked how many officers are certified to do training. Chief Torres responded that the department has fifteen instructors.

Chief Torres further reported that the Warrant Officer was formerly funded by the Finance/Municipal Court Department but is now under the Police Department, which is a structural change only. The next fiscal year, the Police Department will be receiving \$35,000 from the Certificates of Obligations. This will assist in replacing two air conditioning units on top of the building. The Chapter 59 and federal totals are as followed, Kleberg

Bank State Pending \$1,921,513.01 but it's actually less than this amount due as \$1.1 Million that was awarded. Kleberg Bank State has \$82,174.70; Kleberg Bank Federal \$26,344.66; Cutwater pending \$116,606.17; Cutwater State \$504,562.40; and Cutwater Federal \$1,140.42.

Commissioner Garcia asked what Cutwater is. Chief Torres responded that Cutwater is Texas Class, which is high interest funds. The Police Department fund drug prevention programs such as Palmer Drug Abuse Program (PDAP), Boys and Girls Club, Communities in Schools, Boys Scouts of America, and Kingsville Boxing Club. Each of these programs receive \$5,000 per year. In overtime fund \$1,080,000.00 funded during the last 11 years. Fiscal Year 2015-2016 saw overtime funding via general fund. Fiscal Year 2016-2017, \$150,000 is being proposed. Torres further commented that since 2007, the Police Department has purchased 28 fully outfitter police units at a cost of \$1,120,000.00. It is budgeted to purchase two Ford Taurus and three Ford Explorers fully outfitted at a cost of \$225,641.00. Under Impress Fund, which is the fund that pays informants is budgeted at \$30,000 for the new fiscal year.

Commissioner Garcia asked what procedures are used for auditing. Torres responded that this is something that can be discussed with Commissioner Garcia after the meeting. Torres further stated that when there is a criminal informant it is done by fingerprint in order to verify where money is going back and forth. They do not have names, they have CI numbers. Operation Stonegarden, \$121,000.00 for overtime, benefits, and equipment. Operation Border Star, \$85,000.00 for overtime and benefits. Torres stated that they have 35 Coban Cameras for a cost of \$42,640.00 of which the City is funding 25%. Already installed the 30 terabyte server. Torres stated this will assist the police officer to maintain their professionalism as they will always be recorded. These cameras will not be shut off or erase any footage.

Mr. Garza commented that one thing to keep an eye out is the staff time related to this endeavor. As the body worn cameras become more popular and used more, it is starting to require more staff time to go through the videos and cut the videos as individuals are submitting open records request for videos. Chief Torres commented that this is not something that will go through open records by statute. There will be a process where an individual can come into the Police Department and request a copy of the video, which will have to be released without an open records request.

Commissioner Garcia commented that there are statute of limitations in a particular law, state or federal, if the video is only kept for a year is the city opening itself to messing with the statute of limitation where it should allow us to keep it for longer than a year. Chief Torres commented that the department will not be keeping for a year, from the vendor, the 30 terabyte will only hold one years' worth of video. The system allows for, after 90 days by federal statute, you can get rid of old tape. This system will allow staff to go in and mark cases and save.

Mayor Fugate commented that what happens now is that any recordings they have, it is turned over to the Prosecutor, which goes to the County Attorney or District Attorney's Office.

Mrs. Alvarez commented that staff will need to be mindful about, when they can delete things so that they can maintain the storage, otherwise there will be a budgetary impact on having to get more storage.

Chief Torres commented that there will be a budgetary impact as it will take more storage. Torres further commented that what they have tried to stay with the same vendor on their body cameras as their mobile cameras. This will allow them, as some point, to sync which will allow them, if when they go to court, watch more than one video at once. Chief Torres

continued with his presentation regarding the radio service for the Kingsville Police Department. Some discussion took place regarding other entities and the type of radio systems they are on.

Mr. Charlie Cardenas, Public Works Director/Engineer made the presentation for Public Works. Cardenas reported that most of the changes and projects will be in the Certificates of Obligations. Under the Water Construction fund, the big projects includes an 8 inch transmission line that was paid out this year. Also is the 8 inch water line that is under the CDBG Project to which the project will begin next week. This project goes from Armstrong, West Kenedy Tower to Caesar by Thompson Park. Next year staff is looking at another CDBG type of project to which Mr. Sharam Santanilla will be in charge of.

Mr. Sharam Santanilla, Capital Improvements Manager spoke about the next CDBG Project. Due to Mr. Santanilla speaking in a low voice and too far from the microphone, no audio recording was picked up.

Mr. Cardenas next discussed the budget for Water Production. One of the big issues for this year is Water Well #20, which had to be plugged. This will cause the increase in Professional Services for the New Year. Maintenance was done on Well #23. Staff has been in discussion about water meter replacements. Mr. Santanilla has been working on this project as well.

Mr. Santanilla stated that he has been meeting with several manufacturing companies to put together different options to upgrade the existing water meter system. Currently the City has Badger meters which are on year 10 of their expectancy. The existing water meter system is beginning to fail at a faster rate than expected at this point. Through conversation with Badger about potentially upgrading the system, testing the existing meters for accuracy was brought up. Badger believes that it is not the meters that are failing but it's the technology that is associated with the current system that is out dated. Staff is sending 10 meters to be tested for accuracy. Half of those meters will be meters that were installed in the beginning of the project in 2006. The rest will be less than five years old so staff can have an idea of how the older meters are performing compared to the newer meters. If test results come back showing that the older meters are still reading accurately, there is a chance that the city may not have to replace their entire inventory of meters which will ultimately save the city some money. If the test results come back showing that it is time to replace most of the meters, then staff has two options which can be looked at. The City can go by a drive by system which is known as Advanced Meter Reading (AMR). With an AMR system, it is very much like the current system operations where the city will have a meter reader go out into the field and get meter readings with special equipment. The other option is a fixed-base system which is also referred as Advanced Meter Infrastructure (AMI). With this type of system you get rid of doing field readings. Readings are transmitted by a radio frequency network directly to a computer. In essence, the meters have an antenna that sends signals to receivers and repeaters that are connected to the city's network which allows the city to manage the system from a desktop. Santanilla further commented that the good thing about an AMI System is that the radio frequency signals are not only capable of delivering real time consumption readings, but they can also detect water leaks, tampering of meters, and reverse flows which allows the City to take action in a much more timely manner and in reducing water loss. This type of system costs about double what a drive-by system cost but it eliminates the need for a meter reader to go out into the field and do manual readings. If the test results for the current meters come back positive and staff decides to go on only upgrading the technology, the cost would be \$1.2 million. If staff decides to go with brand new meters and a drive-by system the price will range around \$1.2 to \$1.6 Million. With a fixed base system the price will range from \$2.5 to \$2.8 Million, depending on the company sought.

Mr. Garza commented that funding for this project is still pending and is yet to be figured out. There are some options that are being explored from dealing with performance contracting companies that would allow us the ability to take additional revenue to pay for service only on the installation to also straight up loans with different organizations that exist such as Texas Water Development Board. These are things that staff is evaluating to determine a proposed resolution for it.

Mayor Fugate asked staff what is the life on the existing meter. Mr. Garza responded that it is about 10 to 15 years. This is why it is important to test meters regularly. Not all 7,000 meters are that old or would need to be replaced.

Commissioner Garcia asked if the AMI meter runs off of a battery component. Mr. Santanilla responded that it depends on the company that is chosen, but some run off of solar powered panels.

Mr. Cardenas stated that in the budget there is \$100,000 for Water Well #19, which includes fencing around the water well. Also budgeted is funds to finish Water Well #25. Water Well #25, is under a TCEQ review process due to some data missing which includes the deed agreement, land agreement and additional testing needing to be done. Staff foresees operation of this water well to occur sometime next month. In Wastewater budget, because of the Copper Project the big item in this budget is under Chemicals for \$130,000 which is the Hydride 6909 Chemical that was bided out and was approved by the Commission. Staff is looking into at the North Plant, LNV was hired to work on the solution to this copper issue. LNV has already submitted a preliminary report and one of the things being looked at is the outfall of where the effluent water is dumped which is Tranquitas Creek. The outfall was same, but there's a certain bug in there that the piping plover bird eats the endangered bugs and grass where the current outfall is located. It is being considered to move the outfall so that it won't affect the bugs and the grass within this area. This is a project that staff is still looking into. It is being proposed to spend over \$130,000 in chemicals but the project cost about \$700,000 to move the outfall. Also there is a reduction in professional services, which has to do with the lab the samples are sent to.

Mr. Garza commented that the North Plant utilities in a three-year period has been around \$300,000 which is a hefty expense which is more reason for staff to look into having more efficient operations at these Plants.

Mr. Cardenas commented that Mr. Santanilla is working on a five-year Capital Improvement Plan.

Commissioner Garcia asked that in comparison to both the North & South Plant, which has the most capacity. Mr. Cardenas responded that the North Plant has more capacity, however, the South Plant is 1 Million gallons per day, North Plant is 3 Million gallons per day, which half of that is treated on each. Cardenas further stated that staff has gone out for Request for Qualifications (RFQ) for an Engineering Firm to do a capacity analysis of the South Plant. This will show whether an expansion is needed and how much life is left before we have to expand.

Mr. Garza commented that under utilities, the decrease of water sales that have been occurring is something that needs to be looked at. What is being propose is \$4,350,000 in revenue, which is a decrease from what was budgeted last year at \$4.6 Million and budgeted in 2015 which was \$4.8 Million. These water sale revenues have been trending downwards. As staff speaks about water meters, there are other factors involved. In 2015, it was a very wet year, which impacted water sales. This year is coming up to being a wet year as well. Water gauges that are installed at the Landfill have measured more rainfall this year than all the rainfall that was measured in 2015. The fact that the City has had two consecutive wet years also plays a role in these water sales. It is important to keep this in

mind as it's not just the failed meter component but there a lot of environmental factors that are involved with these water sales. Garza further commented that we need to make sure to budget appropriately which is why staff has budgeted \$4.3 Million as staff would rather be conservative with it and if the city ends up doing better next year that would be great.

Mayor Fugate commented that there has to be enough rain to keep the yards going cause if not, people just give up.

Commissioner Garcia asked if there is a rain gauge within the city limits or a record of rainfall within the city limits other than at the landfill. Mr. Cardenas stated that there is a gauge at the Water Well.

Mr. Joe Casillas, Water Production Supervisor stated that there are rain gauges at every water well. Also, there is an official rain gauge at Public Works. For every one inch of rain received within the city limits, we lose 1 Million gallons in production for every inch received.

Mr. Garza discussed the Utility Billing/Collections budget which is also part of the utility fund. No major changes were made within this budget. The only one change that needs to be pointed out is that training & travel has \$2,500 to which is being increased to \$6,000. This will allow the Utility Billing Department to be updated to Incode 10. Incode will be hosting a conference in San Antonio that some staff will need to attend. Staff has been trying to find more comprehensive Customer Service Training program to allow staff to attend. We need to make sure that staff is proactive and not necessarily wait until complaints come in to address issues. We need to make sure that these operations that have a more face to face interaction take more of a proactive approach with customer service. In the Meter Readers budget the only change is under salaries & wages. This had an increase due to the addition of a temporary meter reader position as we need to make sure that with replacing the meter's systems that are failing, which becomes very challenging to do it with the two existing meter readers. With have the temporary employee it will help us insure that the replacement of the meters continues so that there is one person replacing the meters and won't impact the reading components of the other meter readers. Garza further commented that we need to make that we are aggressive as can be for the rest of this year because as mentioned before, the company was gracious enough to extend the warranty for another year, which will expire at the end of this year.

Commissioner Garcia asked if staff needed to increase the overtime budget for this department. Mr. Garza commented that there is no need to increase it as staff is bringing in a temporary employee which help with the meter readers to go into overtime.

Mr. Cardenas spoke about the Engineering Department budget. There are some changes in this department which is more of a Finance thing. Some of the offices within the Engineering Department and Public Works Department were split to where this year the two are being combined.

Mrs. Deborah Balli, Finance Director explained the reason for the big number under salaries and wages for the Engineering and Public Works Departments. Balli commented that there are still split but put into their respective places.

Mr. Cardenas further stated that there are no changes to the Garage and Service Center Department budget. Cardenas further went on to explain the Street Department. Cardenas gave the City Commission a map of the streets within the city limits. The map showed all streets that were done this year and those that still need to be done in the next few years. The map shows that there are still 19 blocks to be done for the rest of this fiscal year. Already completed is about 29 to 30 blocks, the long stretches being Young Drive and Escondido Road. What is not reflected on the map is when the City entered into an agreement with the County it was to do the rest of Young Drive all the way to FM 1355 and Kenedy Street out by the American Legion. Cardenas commented that in the past a street

maintenance program which had a list of streets for every year for the next 20 years. The city at this time is in year 3 of this program.

Commissioner Lopez commented that if anybody was looking at potholes and reporting them. Mr. Cardenas responded that staff did a pothole blitz and at last count, staff worked on over 900 potholes.

Mr. Cardenas spoke briefly on Sector 4 of the Landfill. He stated that the final design will be turned in next week. The plan is to break ground in December, 2016.

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:08 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

SEPTEMBER 12, 2016

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, SEPTEMBER 12, 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
Al Garcia, Commissioner
Noel Pena, Commissioner

CITY STAFF PRESENT:

Jesús Garza, City Manager
Mary Valenzuela, City Secretary
Courtney Alvarez, City Attorney
Tom Ginter, Director of Planning & Development Services
Emilio Garcia, Health Director
Ricardo Torres, Police Chief
Bill Donnell, Assistant Public Works Director
Diana Gonzales, Human Resources Director
David Mason, Purchasing/IT Director
Adrian Garcia, Fire Chief
Leo Alarcon, Tourism Director
Cynthia Martin, Downtown Manager
Susan Ivy, Parks Manager
Deborah Balli, Finance Director
Robert Rodriguez, Library Director
Sharam Santanilla, Capital Improvements Manager
David Solis, Risk Manager
Charlie Cardenas, Public Works Director/Engineer

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 five Commission members present.

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

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

MINUTES OF PREVIOUS MEETING(S)

Regular Meeting – August 22, 2016

Special Meeting – September 6, 2016

Mayor Fugate asked for a motion to approve the minutes of August 22nd and September 6, 2016.

Motion made by Commissioner Pena to approve the minutes of August 22nd and September 6, 2016 as presented, seconded by Commissioner Lopez and Commissioner Pecos. The motion was passed and approved by the following vote: Lopez, Pena, Pecos, Garcia, Fugate voting “FOR”.

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

1. None.

III. Reports from Commission & Staff.²

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

Mr. Jesús Garza, City Manager reported that furniture for the Community Room has arrived and been setup. There are a few minor details that still need to be addressed by staff. The Community Room should be ready for the City Commission to be able to have its next City Commission meeting on September 26th in the new location.

Mrs. Courtney Alvarez, City Attorney reported that the next City Commission meeting is scheduled for Monday, September 26, 2016 with agenda items for this meeting due on Friday, September 16, 2016.

Mayor Fugate presented Because You Care Award to Ms. Jeanette Price on behalf of King Star Baptist Church. Also in attendance to present this award was Mrs. Alice Byers, Executive Director of the Kingsville Chamber of Commerce.

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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

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

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

NONE.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Consider final passage of an ordinance adopting the City Manager's Budget, as amended, of the City of Kingsville, Texas, and appropriating funds for the fiscal year beginning October 01, 2016 and ending September 30, 2017 in the particulars hereinafter stated. (Director of Finance).

Mrs. Deborah Balli, Finance Director reported that the proposed budget is in the amount of \$46,900,740.00. The proposed budget will allow the General Fund and Utility Fund meet its minimum requirement of 25% fund balance.

Commissioner Lopez asked if both the Parks & Recreation Director and Facility Manager position were still included in the proposed budget.

Mr. Garza responded that both positions were still included within the budget.

Commissioner Lopez further commented that she would like to go on record and stated the following comment; "I am completely against the creation of these two positions, Parks & Recreation Director and Facility Manager as we need to concentrate on hiring more maintenance positions in Public Works. Our citizens will be better served in regards to their needs if we are able to increase positions in these areas. However, I am in full support of increasing all current employees' wages and every effort should be made to maintain competitive wages in order to retain experienced employees."

Motion made by Commissioner Pecos to approve the ordinance adopting the City Manager's Budget for fiscal year beginning October 1, 2016 and ending September 30, 2017, seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Pena, Pecos, Garcia, Lopez, Fugate voting "FOR".

2. Consider final passage of an ordinance establishing and adopting the ad valorem tax rate for all taxable property within the City of Kingsville, Texas for the Fiscal Year beginning October 01, 2016 and ending September 30, 2017, distributing the tax levy among the various funds, and providing for a lien on real and personal property to secure the payment of taxes assessed. (Director of Finance).

Mrs. Balli reported that the proposed tax rate is the same as last year \$.84220. This tax rate will raise more taxes for maintenance and operations than last year's tax rate. The tax rate will effectively be raised by 1.43 percent and will raise taxes for maintenance and operations on a \$100,000 home by approximately \$5.21.

Motion made by Commissioner Pecos stating I move that the property tax rate be increased by the adoption of a tax rate of \$0.84220, which is effectively a 1.43% percent increase in the tax rate, seconded by Commissioner Garcia.

Mayor Fugate commented that he wasn't sure if Commissioner Pecos read his motion correctly as it should be 1.64%. Commissioner Pecos commented that this was correct as there was a correction made.

Motion was passed and approved by the following vote: Pecos, Garcia, Lopez, Pena, Fugate voting "FOR".

At this time Mrs. Courtney Alvarez, City Attorney asked if staff could take a moment to confer with the Finance Director about the percentage that was mentioned within the motion made above.

Mrs. Alvarez asked that the City Commission rescind their prior motion and read it as it was originally printed.

Motion made by Commissioner Pecos stating I move that the property tax rate be increased by the adoption of a tax rate of \$0.84220, which is effectively a 1.43% percent increase in the tax rate.

Commissioner Garcia asked for a point of order and stated that the Commission needs to rescind the prior motion first and asked if this was correct.

Mrs. Alvarez responded to please do so.

Motion made by Commissioner Pecos to rescind the prior adoption of the tax rate.

Commissioner Lopez commented that Commissioner Pecos could not make a motion to rescind his own motion.

Mayor Fugate asked Mrs. Alvarez if Commissioner Pecos could rescind his own motion. Mrs. Alvarez responded that with regards to the 1.43%. Mayor Fugate further asked if Commissioner Pecos could rescind his motion. Mrs. Alvarez responded that anyone can.

Mayor Fugate asked Commissioner Pecos if that was his motion to rescind the prior adoption of the tax rate. Commissioner Pecos responded that it is his motion to rescind the prior of 1.43%.

Motion to rescind the prior adoption of the tax rate was seconded by Commissioner Garcia. The motion was passed and approved by the following vote: Garcia, Lopez, Pena, Pecos, Fugate voting "FOR".

Motion made by Commissioner Pecos stating "I move that the property tax rate be increased by the adoption of a tax rate of \$0.84220, which is effectively a 1.64% percent increase in the tax rate," seconded by Commission Garcia. The motion was passed and approved by the following vote: Lopez, Pena, Pecos, Garcia, Fugate voting "FOR".

3. Consider ratifying the property tax increase reflected in the 2016-2017 Annual Budget of the City of Kingsville. (Director of Finance).

Motion made by Commissioner Garcia to ratify the property tax increase reflected in the 2016-2017 Annual Budget of the City of Kingsville, seconded by Commissioner Pecos. The motion was passed and approved by the following vote: Garcia, Lopez, Pena, Pecos, Fugate voting "FOR".

4. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances by amending Chapter III, Article 7, Personnel Policies. (Human Resource Director).

Mrs. Diana Gonzales, Human Resources Director reported that this is the City of Kingsville's Compensation Plan for 2016-2017. This reflects the budget that was just approved and the information that was in the notebook that was provided during the budget workshops. There is one change that was made which was for the new class four, Information Technology Librarian, since there was a vacancy within the Library that allowed an opportunity to relook at the position and reclassify it to a Digital Services Librarian and reclass it to a class nine.

Introduction item.

5. Consider introduction of an ordinance amending the Fiscal Year 2015-2016 budget to cover end of year deficit accounts and to close and or create additional funds. (Director of Finance).

Mrs. Balli reported at the end of year budget amendment to transfer funds to cover deficit accounts, transfer or amend budgets to create additional funds and transfer remaining fund balances to close out three funds. Receiving closing transfers from Funds 060, 064, 099. Transfer Grant for Texas Main Street to Fund 079. Transfer Group Health Insurance budget between departments to cover enrollment changes throughout the year. Transfer Utilities budgets between departments to cover changes made throughout the year and transfer FEMA match to Fund 071, which is a new Fund for FEMA. In Utility Fund, we transferred CDBG Grant to Fund 082 and transferred Group Health Insurance coverage as well. Fund 060, Computer Lease Purchase, close fund and transfer remaining fund balance to General Fund 001. Fund 064, CO Series 2009, close fund and transfer remaining fund balance to General Fund 001. Fund 068, CO Series 2013 Drainage, close fund and transfer remaining fund balance to General Fund 001. Fund 071, FEMA Assistance, include FEMA assistance for insurance deductible. Fund 079, Texas Capital Main Street Fund, create new fund for Texas Main Street Grant. Fund 082 TXCDBG Grant \$7215270, create new fund for CDBG Grant. Fund 096, Insurance Claim Recovery Fund, include Insurance Claim funds for May 31, 2016 storm. Fund 099, Disaster Response Recovery Fund, close fund and transfer remaining fund balance to General Fund 001. This budget amendment will increase Fund 001-General Fund fund balance by \$40,603.25. Funds 060-Computer Lease Purchase, Fund 064-CO Series 2009 and Fund 099-Disaster Response Recovery Fund will be closed and transferred to Fund 001-General Fund. Funds 051-Utility Fund, Fund 068-Co Series 2013-Drainage, Fund 071-FEMA Assistance, Fund 079-Texas Capital Main Street Fund, Fund 082-TXCDBG Grant #7215270, and Fund 096-Insurance Claim Recovery Fund will all have no financial impact.

Introduction item.

6. Consider introduction of an ordinance authorizing the Finance Director to write-off City of Kingsville accounts receivables in the amount of fifty-eight thousand one hundred and one dollars and thirty-one cents (\$58,101.31), where it has been determined that such accounts are uncollectible. (Finance Director).

Mrs. Balli reported that this authorizes the write off of six accounts receivable that have been deemed uncollectible. The six accounts are as followed: Kleberg Co. Pct. 1, landfill fees for an amount of \$711.39; Kleberg Co. Pct. 4, landfill fees for an amount of \$612.46; Police Equipment Receivables in the amount of \$10,480.45; three returned checks (NSF) totaling \$349.71; Accounts receivable for McCracken Electric for \$20.10; Due from County Community Appearance, 50% of salaries for two equipment operators from October 2012 to May 2014 totaling \$45,927.23. The total amount for the write-off accounts is \$58,101.31.

Commissioner Garcia asked that if the NSF checks were submitted to the County Attorney's Office. Mrs. Balli responded that staff isn't sure if they were ever submitted or not. Mayor Fugate responded that it is too late to do anything as per statute of limitations.

Introduction item.

7. Consider a resolution revising methods by which city funds shall be transferred between funds, between departments, and within departments. (Director of Finance).

Mrs. Balli stated that since been employed with the City of Kingsville, staff has been trying to find a guideline as far as how to handle transfers. Staff came across a resolution that was approved in 1982, so staff worked with that resolution and updated it and have it reflect what staff is doing now. One type of transfer is the underfund transfer, which is transfer

between funds, according to the old resolution it requires City Commission approval for this type of a transfer, which staff is not recommending a change to. The interdepartmental transfers, which is transfers between departments, according to the resolution it was allowed as long as the transfers within one fiscal year did not increase or decrease one particular department by more than 5%. At this time, staff was told that they couldn't do this therefore bringing budget amendments before the City Commission for approval. Staff has left this language stay in but increased the percentage from 5% to 10%. The intradepartmental transfers, these are transfers between account codes within the department which are currently allowed by the resolution. There was some language that reads, however, transfers of more than \$5,000 must be documented and given to the Commission for informational purposes. Balli stated that this language was removed as staff didn't feel it was necessary to be there, but staff will do is include a list in the quarterly report, so the Commission will still receive the information on a regular basis.

Commissioner Garcia asked what happens when the current staff is no longer in their positions, the sentence that staff is looking at removing from the resolution, how will it be communicated to the staff that comes in after the current staff is no longer with the City.

Mrs. Balli's response was that it will be part of the quarterly report so any new staff will just continue with the quarterly report and see that the information is part of the report and continue with it. Balli further commented that if the Commission wants to leave the language in the resolution it can be left as is.

Commissioner Garcia asked if staff can put some type of language that will state that it shall be included in the report, not necessarily approved.

Mrs. Alvarez asked if the Commission wants to insert the language as it was in the prior resolution.

Commissioner Garcia commented that this was just a suggestion, as he is not sure what the consensus of the Commission is.

Mayor Fugate asked if this type of language that staff is recommending for the City Commission to adopt is standard for other cities. Mrs. Balli responded yes as it gives staff the flexibility that staff needs and also less budget amendments that will come before the Commission for approval. Mayor Fugate commented that his concern is that the Commission needs to be made aware of changes that are made, which could be done through the quarterly report, but he would still like for the Commission to be made aware of any changes.

Commissioner Lopez asked if the directors will have any input on the transfers. Mrs. Balli responded that the directors will have to sign off on all transfers. There will be three levels of signatures that will be required on each transfer.

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

8. Consider awarding the construction contract for the renovation of the cottage building (done via competitive sealed proposals), as per staff recommendation. (Director of Purchasing).

Mr. David Mason, Purchasing Director reported that the City, in conjunction with Ferrell and Brown Architects advertised Competitive Sealed Proposals on July 27th and August 3, 2016. Three proposals were opened on Tuesday, August 9, 2016. Proposals were judged on quantitative and qualitative methods by the review committee of Jesús Garza, Tom

Ginter, Charlie Cardenas, and David Mason. The highest weighted category was the quantitative or monetary portions which carried a value of 50%. Results to this category are Van Fleet \$895,000. At this point, staff is not asking the Commission to award the contract as it is a proposal, staff is asking for authorization to negotiate the contract and bring it back for Commission approval.

Motion made by Commissioner Pecos to allow this proposal to negotiate this contract, seconded by Commissioner Pena.

Commissioner Garcia commented that the item presented is to award the contract. Mr. Mason responded that in reviewing the language, definitions, and the way competitive sealed proposals are done, like an RFP, it is necessary to negotiate. On all RFP, when the City has the winner of an RFP or RFQ staff always brings back the contract to the City Commission for approval.

Mrs. Alvarez commented that this will be a lesser included than what was posted.

Motion was passed and approved by the following vote: Pena, Pecos, Garcia, Lopez, Fugate voting "FOR".

9. Consider award for Architectural Services (RFQ16-11) for renovation of the Municipal Building and authorize staff to negotiate a contract, as per staff recommendation. (Director of Purchasing).

Mr. Mason commented that RFQ 16-11 Architectural Services for the Municipal Building was advertised in the Kingsville Record on July 3rd and July 10, 2016 and it was available on the City of Kingsville website. A total of six proposals were received on July 26, 2016 and subsequently evaluated by the review committee of Jesús Garza, Tom Ginter, Charlie Cardenas, and David Mason. It is recommended that RFQ 16-11 be awarded to negotiate a contract with SolkaNavaTorno, LLC as they were the most qualified provider based on demonstrated competence in qualifications. Staff will negotiate a contract for a fair and reasonable price per the Professional Services Procurement Act and bring the contract to the Commission for approval at a future meeting.

Commissioner Garcia asked if the Municipal Building had any historical significance to it.

Mrs. Cynthia Martin, Downtown Manager commented that the Municipal Building was the original Kleberg Bank back in 1905. The building is not registered as a historical marker.

Motion made by Commissioner Pena to award for Architectural Services RFQ 16-11 for renovation of the Municipal Building and authorize staff to negotiate a contract, seconded by Commissioner Pecos.

Mayor Fugate asked City Attorney Alvarez if for architectural services, is it necessary to go out for a competitive bid or can it be done through professional services. Mrs. Alvarez responded that with the RFQ process, it is the process that needs to be used.

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

10. Consider approving change order #1 for additional street base repairs for Clarke Construction contract for the 6th Street project. (City Engineer/Public Works Director).

Mr. Charlie Cardenas, Public Works Director/Engineer stated that this authorizes the approval of a change order to the CO 2016 6th Street Overlay project in the amount of \$137,500.00 to increase the amount of base repairs on the roadway. The project consists

of overlaying almost three miles of 4 lane roadway on 6th Street from Corral Ave. to Loop 428. Also included is adjusting manholes, milling the outside lands, stripping, and base repairs.

Motion made by Commissioner Pecos to approve the change order #1 for additional street base repairs for Clarke Construction contract for the 6th Street project, seconded by Commissioner Pena. The motion was passed and approved by the following vote: Garcia, Lopez, Pena, Pecos, Fugate voting "FOR".

VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 6:38 P.M.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, TRMC, City Secretary

PUBLIC HEARING(S)

PUBLIC HEARING #1

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: September 26, 2016
SUBJECT: Request for Alcohol Variance at 1414 N. 14th Street

Summary: Due to a change of ownership and that 2 daycares and 1 church are within 1,000 ft. of the property in question it requires a variance according to City ordinance 2004-20.

Background: This address had a prior alcohol variance request that was presented to the City Commission on September 14, 2015. It was known as Double 7 and now is under a new owner Exiquio Villarreal. All required notices have been sent to the property owners within 300 ft. Additionally, a public hearing notice was placed in the newspaper on August 28, 2016. As of this point, we have not received any negative feedback from the property owners or citizens that have been noticed.

Financial Impact: The continued receipt of sales tax.

Recommendation: Approve variance request.



001. 4-1604533.10

**CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION**

PROPERTY INFORMATION: (Please PRINT or TYPE)Project Address 1414 - IV - 14th Nearest Intersection _____

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)Applicant/Authorized Agent Exiquia Villarreal Phone 361 4428482 FAX _____
Dale Seven

Email Address (for project correspondence only): _____

Mailing Address 1414 - IV - 14th City Kingsville State Tx Zip 78363Property Owner Dale Seven - Exiquia Villarreal Phone 361 4428482 FAX _____

Email Address (for project correspondence only): _____

Mailing Address 1414 - IV - 14th City Kingsville State Tx Zip 78363

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

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

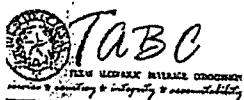
Please provide a basic description of the proposed project:

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

Applicant's Signature [Signature] Date: 8-22-16

Property Owner's Signature _____ Date: _____

Accepted by: _____ Date: _____



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, 11-48(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

LOCATION INFORMATION

Application for: ☒ Original ☐ Add Late Hours Only License/Permit Number _____
☒ Reinstatement License/Permit Number _____
☐ Change of Licensed Location License/Permit Number _____

1. Type of On-Premise License/Permit

- | | |
|--|--|
| <input checked="" type="checkbox"/> BG Wine and Beer Retailer's Permit | <input 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 type="checkbox"/> MB Mixed Beverage Permit | |
| <input type="checkbox"/> O Private Carrier's Permit - For Brewpubs (BP) with a BG only | |

2. Indicate Primary Business at this Location

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

Trade Name of Location

Double Seven

Location Address

12121 N 10th

City

Kingsville, Texas

County

Kleberg

State

TX

Zip Code

78363

Mailing Address

City

State

Zip Code

Business Phone No.

Alternate Phone No.

E-mail Address

OWNER INFORMATION

Type of Owner

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

Business Owner/Applicant

Figueroa E. Villarreal



CITY OF
KINGSVILLE

MEMORANDUM

DATE

Friday, August 22, 2016

TO

Mary Valenzuela, City Secretary

FROM

Engineering Department

SUBJECT

Alcohol License for 1414 N. 14th

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 1414 N. 14th, we have concluded that the property in question does fall within the 1,000 ft boundary of 2 daycares, and 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.

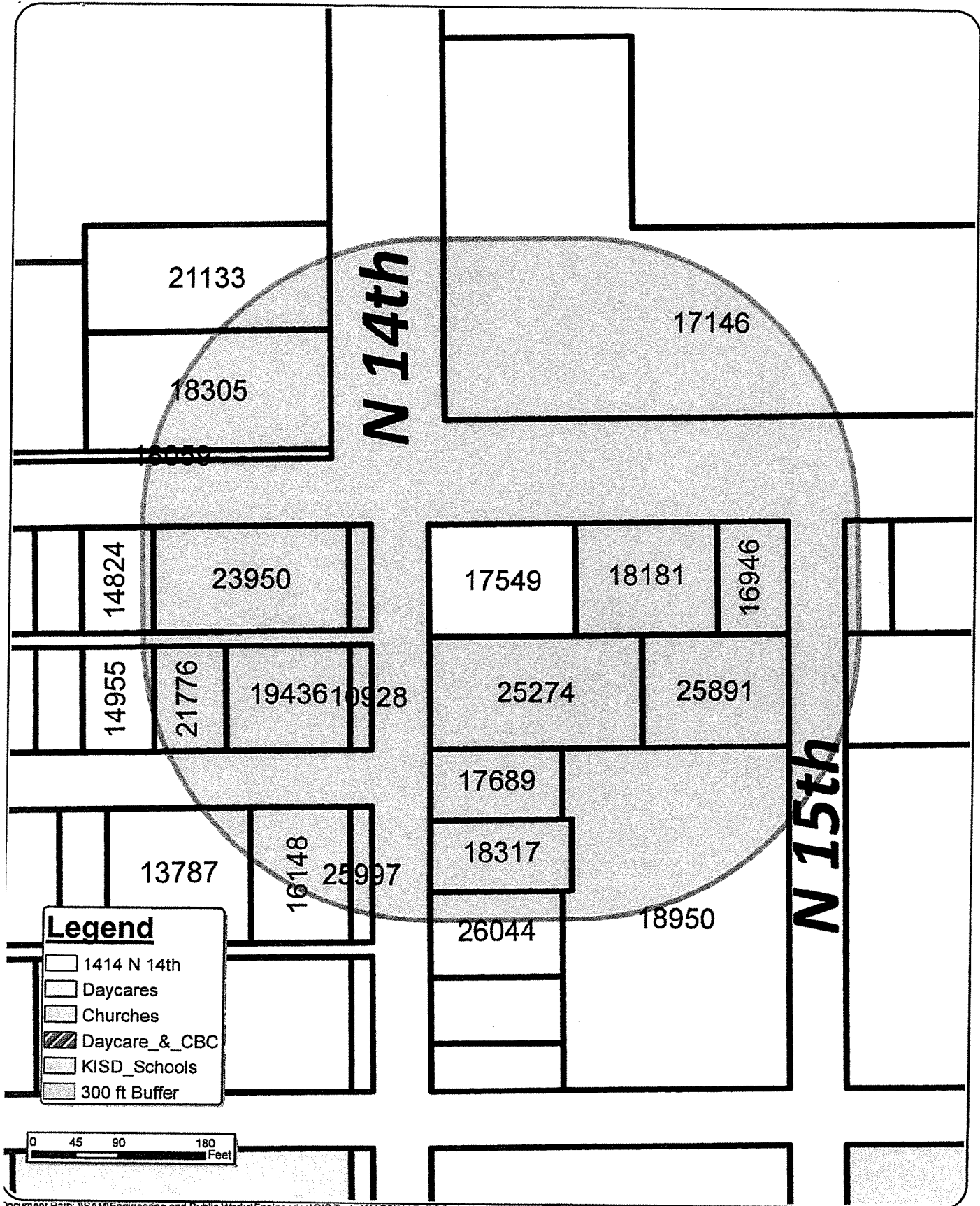
Thank you,

Engineering Department

Attachment 1 shows the property and the relative location of the 2 daycares and 1 church; suspected to be close to the property. Centro De Milagros, La Paloma Adult Daycare, and Brown Villa Headstart Center, are 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.

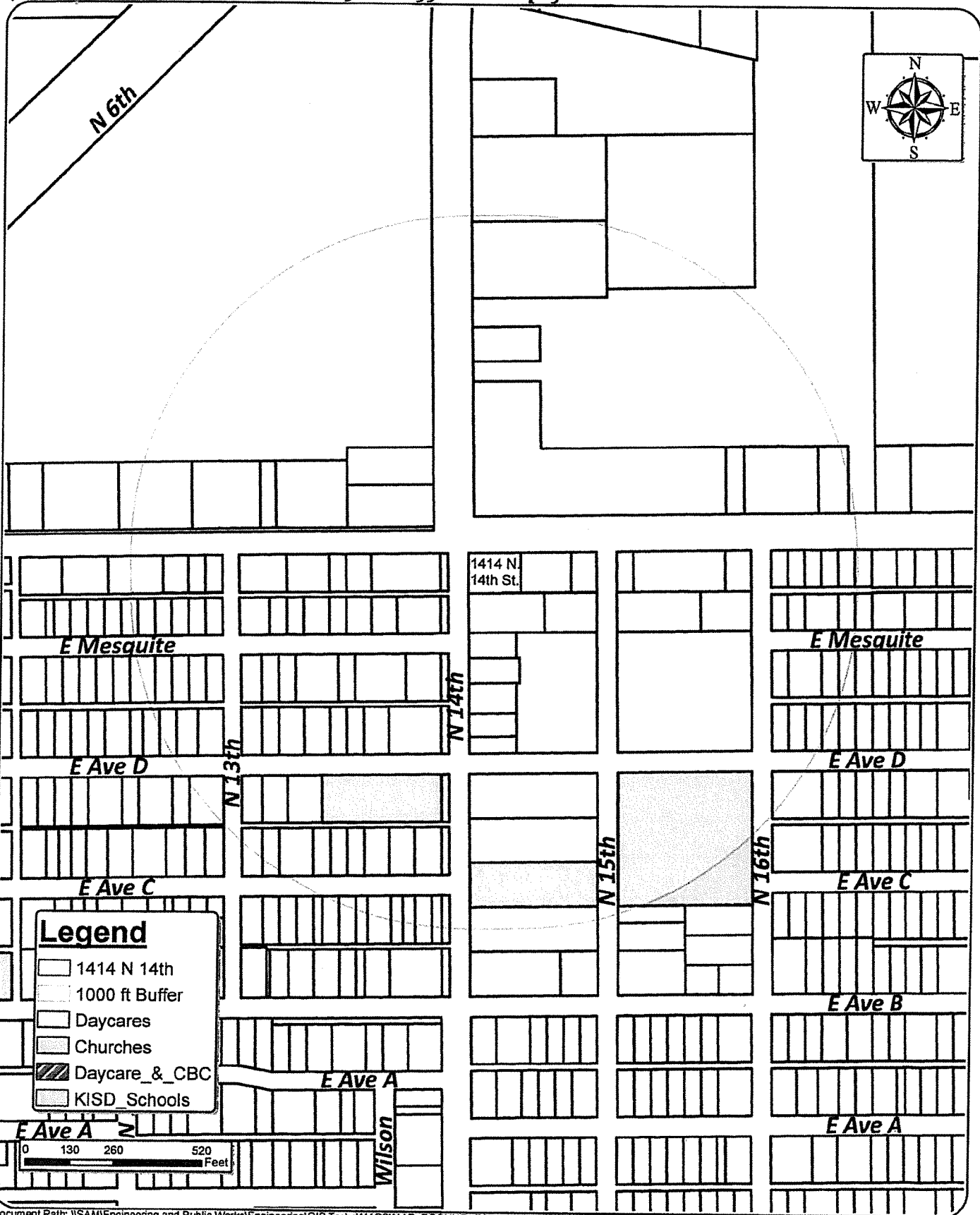
300 ft Buffer Map With Prop. ID's for 1414 N 14th St.




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L/I Page	Drawn By: Engineering Dept.	<p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035</p>
	Last Update: 8/24/2015	
	Note: Please see attached documents.	

1000 ft Buffer Map for 1414 N. 14th



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Page 1/1	Drawn By: Engineering Dept. Last Update: 8/24/2015 Note: Please see attached documents.	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.	 <p> CITY OF KINGSVILLE ENGINEERING DEPARTMENT 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035 </p>
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WEST PAUL M
39 N COUNTY ROAD 1050
KINGSVILLE, TX 78363
#17146

WEST PAUL M
489 N COUNTY ROAD 1050
KINGSVILLE, TX 78363
#21133

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

ARRERA OLGA C
30 W AVE A
KINGSVILLE, TX 78363
#23950

TEXAS DEPT OF TRANSPORTATION
125 E 11TH ST
AUSTIN, TX 78701
#18059

CASTILLO ERNESTINA G
932 E MESQUITE AVE
KINGSVILLE, TX 78363
#21776

LARREAL EXIQUIO E
PO BOX 1462
KINGSVILLE, TX 78364
18181

FUENTES S T LLC
1400 E CORRAL AVE
KINGSVILLE, TX 78363
#16946

PENNINGTON SHARON LYNN
PO BOX 341
KINGSVILLE, TX 78364
#25274

FUENTES S T LLC
1400 E CORRAL AVE
KINGSVILLE, TX 78363
#25891

FUTURE DATA SERVICES
PO BOX 5083
KINGSVILLE, TX 78364
#18950

SCHROEDER OTTO E JR
PO BOX 198
CALLIHAM, TX 78007
#17689

RODRIGUEZ RODNEY
27 N 14TH ST
KINGSVILLE, TX 78363
#18317

MALTBY RANDELL L
PO BOX 5083
KINGSVILLE, TX 78364
#26044

OCHOA JOSE ROLANDO
134 W FM 772
KINGSVILLE, TX 78363
13787

AVALA DIANA G
PO BOX 1069
KINGSVILLE, TX 78364
#16148

TEXAS HIGHWAY PATROL
PO BOX 14087
AUSTIN, TX 78773
#25997

GONZALES MARCOS EST
926 E MESQUITE AVE
KINGSVILLE, TX 78363
#14955

PEREZ SABAS JR
PO BOX 1754
KINGSVILLE, TX 78364
#14824

CASTILLO ERNESTINA G
932 E MESQUITE AVE
KINGSVILLE, TX 78363
#19436

TEXAS HIGHWAY PATROL
PO BOX 14087
AUSTIN, TX 78773
#10928

Clinic

The county last fiscal year saw its expenditures for its self-funded insurance plan reach nearly \$3 million. Commissioners later made changes to the insurance plan that included a 10 percent increase in employee contributions, while also introducing a generic drug program for which employees also had to pay. Those changes took effect this fiscal year, with insurance costs projected to be about \$2.5 million, but commissioners are planning to take it one step further this year.

They are proposing to do away entirely with coverage for brand-name medication and focus solely on generic prescriptions. Madrid had also proposed doing away with insurance coverage for employee spouses on the county's plan in need of emergency or critical medical care, but an outcry from county employees led to a reversal of that move. The county will still save about \$450,000 on its health insurance in the next fiscal year, though, reducing annual expenditures to a little over \$2 million.

"In essence, we've saved the county about \$1 million in one year's time, literally," Madrid said. "We're moving in the right direction."

The county judge has said the new clinic would offer two different services—a health clinic solely for county employees and those working for other entities that might be partners in the facility and a wellness clinic for those individuals and the public. Medical personnel from Christus Spohn Hospital Kleberg would man the health clinic, officials have said, while representatives with the Texas A&M Health Science Center's Healthy South Texas Initiative would

run the wellness aspect, which would be open to the public.

"Really, we're advocating on having healthy lifestyles," Starr Flores, regional director for Healthy South Texas, said on Friday. "In addition to that, we'll have our medication assistance programs that help individuals who are uninsured or underinsured obtain their maintenance medication. These are programs that we've already started in Kingsville, but we've been doing it on a part-time basis, but with this wellness center, we'll be there full-time."

Healthy South Texas is an offshoot pilot program of the Healthy Texas initiative launched in 2014 in an effort to "reduce preventable diseases and their consequences throughout the region," according to the Texas A&M University website. Healthy South Texas was launched in September 2015 after the 84th Texas Legislature approved \$10 million in funding for the program, which focuses on diabetes, asthma and infectious diseases.

It covers 27 counties, including Kleberg and Nueces, serving about 4,500 people annually in that latter county, Flores said.

"Prevention" has been the key word for Madrid's proposal, but it has been the focus of a number of businesses across the state that have adopted wellness programs that focus on promoting healthy lifestyles and preventive measures to curb costs associated with serious illnesses. Critical care expenditures were a primary reason for the county's ballooning insurance costs last fiscal year, officials have said.

Potential partners

Renovation of the old Exxon building to house the proposed health and

wellness clinic would cost about \$286,300, Madrid said during an Aug. 22 meeting of the Kingsville Independent School District Board of Trustees. He has proposed that the county issue Certificates of Obligation, a form of debt that does not require voter approval, to pay for the initial build-out of the wellness and health clinics.

Whoever partners with the county in the clinic, he said, would split the debt payment on an annual basis with the county. A governing board made up of one member each from the entities involved would oversee the clinic's operations, he added.

"The reason that I want a shared cost on paying this out is so you guys will always have ownership of it," Madrid said to the KISD school board, adding that annual operating costs for utilities, maintenance and security would be about \$17,900. That statement caught KISD trustees off-guard.

"That seems a little low," Trustee Lynn Yarkin said. "That seems very low, actually."

Madrid said the low cost was due to energy efficient fixtures and measures that would be implemented by consulting firm McKinstry during the construction process. He said the Texas A&M Health Science Center would not be paying rent for housing their program in the wellness clinic, since providing their dieticians and staff would be on an in-kind basis.

"That work is their payment," he said.

Madrid said Christus Spohn would also staff the health clinic portion of the facility, which will only be available to employees of the entities involved and their beneficiaries, not the general public. He said those partici-

pants would have "zero cost" to use the health clinic, which he said was designed to funnel new patients into the Christus Spohn health system. He has said in the past that the local hospital has struggled to operate due to a lack of participation from the community.

The county, through changes in its health plan, is still going to allow people to see their primary physicians, but that will come at a cost, while the clinic is free, officials said.

"I've never looked at their books, but I can assure you...they need our help, as well," Madrid said of the hospital. "They've suffered because the county has failed to capture participants into our local network, into our local hospital. In terms of that, if you go to their second floor and (see) those wings that are closed off—when you start laying off nurses, man, you've got a sinking ship there. You've got a problem."

Christus Spohn representatives did not respond to a request for comment for this story as of press time.

Despite Madrid's pitch of the project, though, none of the entities have confirmed their participation in the proposed health and wellness clinics. The Kingsville Independent School District had not made a decision to join as of press time, though Madrid on Friday said the district's health consultant had asked him for a contract to present to the board at a future meeting.

King Ranch, who Madrid has said repeatedly has given a "verbal yes" to their participation in the program, issued a statement on Thursday that said they had not committed to the project, either.

"Since 2015, King Ranch has researched and evaluated vendors that could provide onsite clinic and telemedicine services for its employees," the company said in a statement. "Christus Spohn Health System approached King Ranch in February 2016 about creating a local employer-only health clinic in Kingsville. Since then, King Ranch has participated in several meetings led by Christus (Spohn) with other local employers in attendance. King Ranch has not made any final decisions about this proposed clinic."

Kingsville City Manager Jesús Garza said he liked the concept of the clinic, but said the city still had to do more research into the project before committing to it, as well. He intended to discuss the issue with city commissioners during a budget workshop on Wednesday, he said.

"Conceptually, I think it's a great idea," Garza said, adding that there were still a number of details that needed to be ironed out before the city could commit to it.

Madrid, for his part, said the county would be ready to move forward with the clinic to open in early January with or without any partners. He said he also intended to offer participation into the clinic to the Rivera and Ricardo Independent School Districts, as well, a proposal made by KISD trustee Corrado Garza last week.

"Initially this was only going to be for us," Madrid said. "If they choose not to (participate) for some odd reason, for some unknown reason, then, yes, I'm going to stay focused on moving forward with this. At the end of the day, I've still got to look after my employees and their beneficiaries."

Golf Course

system inoperable. In addition, drainage issues left parts of the course underwater.

The result has been noticeable—over the last three months, he said, the course has been closed for a total of 40 days. That has created a financial impact to a facility city officials had hoped would be a quality of life attraction for new and current residents. Many of the issues the city is trying to address, specifically the drainage and irrigation system, have "really deteriorated over the last 30 years or so," Flores said.

"I can get the golf course up to a certain level or condition, but we cannot afford to be stagnant and not move forward with what I consider major projects," he said. "We will not attract more play, we will not attract more revenue until we get past those two hurdles."

Flores said his goal is to get the course to a point that it generates new membership and tournaments, both at the youth and collegiate level, as well as offering new programs. He said he might consider partnering with Texas A&M University-Kingsville to do some of the work,

since the city does not have the resources to that kind of work on its own.

"We have the knowledge to do a lot of the things in-house, but we don't have the resources," Flores said. "We don't have the manpower, and we don't even have the equipment."

City Manager Jesús Garza said it is a priority for the city to address the issues Flores raised, especially since it is intended to be an amenity that attracts people to the area, including professionals young and old.

The city has done some work to the facil-

ity since taking over management of the golf course from Kleberg County in late 2014, but the larger issues have still persisted. Garza said he hoped to see the city develop a drainage plan for the golf course during the overall process to compile a citywide Drainage Master Plan.

"It's obviously not an easy fix, but it's definitely something that needs to be fixed because as (Flores) mentioned, the fact that it forces us to shut down, that's money that we're not getting," Garza said. "That hurts us, so that has to be a priority."

Law

(your registration)."

Individuals who are six months or more delinquent in child support payments will start receiving three-month notices beginning Sept. 1 to inform them of the new law so they can work to have the block lifted. The law does not apply to the registration of new vehicles, officials said.

One way to have the block removed is to arrange a payment plan and make a "satisfactory payment" toward that plan, state officials said.

De La Garza said her office has already received information that will be posted informing individuals of the new changes effective Sept. 1.

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, September 26, 2016, at 6:00 P.M. to discuss and/or take action on the following items:

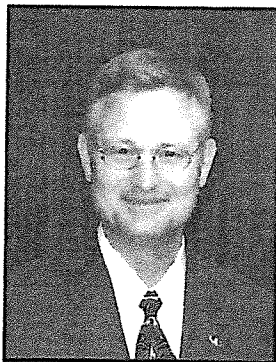
Request for an alcohol variance for a Beer & Wine Retail's Off-Premise Permit, for the establishment known as Double Seven, located at 1414 North 14th Street.

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.

★ Prosecuting criminals and keeping our community safe.

★ Providing a voice for victims of felony crimes.

★ Protecting victims of domestic violence.



I am John Hubert, the District Attorney for Kleberg and Kenedy Counties. As a prosecutor, I have been protecting the victims of felony crimes for over 14 years.

Justice belongs to everyone, no matter race, color or creed. My office does the right thing for the right reason, regardless of political consequences. You expect no less, and we deliver.

If you want a proven effective public servant, please vote to keep me District Attorney in November.

Keep
JOHN T. HUBERT
District Attorney

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

"Mini" Dental Implants — Who Needs Them?

Most often mini dental implants are needed by persons who have lost most or all of their teeth and need stabilization (tightening) of their denture fit. Jawbones shrink after extractions and, if the bone has not been preserved with grafting, this shrinkage gets really severe after many years of denture wear. I always show my patients examples of human jawbones where this shrinkage has occurred. It is really eye-opening. Even severe cases can be remarkably helped. The exposed portion of the implant looks like a tiny ball trailer hitch and plugs neatly into the socket of your modified denture. The whole procedure, implant placement and modification and fitting of your old denture, is less than half the cost when compared to conventional, larger implant techniques which may not even be an option due to shrinkage. If you or someone you know has this problem, call to schedule a complimentary consultation to see if you or they are candidate for mini dental implants.



592-5248

www.KingsvilleDentist.com

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

CITY OF KINGSVILLE



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

August 22, 2016

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

Dear Property Owner:

The Kingsville City Commission will hold a Public Hearing and meeting to consider an item on Monday, September 26, 2016, at 6:00 p. m. at the City Commission Chambers, located at City Hall, 200 E. Kleberg, Kingsville, Texas. The following items will be discussed: Request for an alcohol variance for a Wine & Beer Retail Off-Premise Permit, for the establishment known as Double Seven located at 1414 North 14th Street. Your property is located within 300 feet of this request. If you have any comments or questions in regards to this matter, please contact me at (361) 595-8055.

Sincerely,

Tom Ginter
Director of Development & Planning Services

CONSENT AGENDA

AGENDA ITEM #1

ORDINANCE NO. 2016- _____

AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES BY AMENDING CHAPTER III, ARTICLE 7, PERSONNEL POLICIES; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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

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

I.

THAT Section 3-7-1 of Article 7: Personnel Policies of Chapter III. Administration of the Code of Ordinances of the City of Kingsville, Texas, shall be amended to read as follows:

§ 3-7-1 ADOPTION OF THE JOB CLASSIFICATION AND COMPENSATION PLAN.

The City of Kingsville Classification and Compensation Plan dated effective as of October 2, 2016 (beginning of new pay period) is hereby adopted by reference providing for certain classifications and positions as more particularly defined therein. Classified positions and incumbents thereof who have completed the designated probationary period and any extensions thereof shall be subject to the terms and conditions of all policies incorporated by reference and adopted by the City Commission by resolution. Except members of the Fire and Police collective bargaining units, all other employees (executive, managerial, or hourly) serve at will, at the pleasure of the City Manager, or designee, or at the pleasure of the City Commission if appointed by the City Commission, and shall have and continue such at-will status, notwithstanding any other provision of this Classification Plan, any other City Ordinance, or any rule or regulation of the City.

~~All Non-Exempt Non-Civil Service employees of the City of Kingsville, in their current positions, are placed in the step corresponding to the anniversary of their current hire date with the City according to Fiscal Year 2015-2016 Hourly Chart.~~

All Non-Exempt Non-Civil Service employees of the City of Kingsville are placed in a step according to the City of Kingsville Fiscal Year 2016-2017 Hourly Chart.

New hires shall be placed at the compensation Class for the designated positions. New hires may be placed in the Step within the designated Class corresponding to the years of experience the new employee brings to the City correlating to the designated duties of the position not to exceed the Ten (10) Year Step unless approved by City Commission.

Non-Exempt employees promoted, transferred or temporarily assigned to a position in a higher classification range shall commence at the first step of the higher Class that causes an increase in the employees' hourly pay rate. Each promoted, transferred or temporarily assigned employee shall then proceed to the next step after one (1) year in their current position and shall proceed to each step thereafter on the 3rd, 6th, 10th, and 15th, 20th ~~and 25th~~ year or until the employee reaches the last step of the compensation schedule.

Employees demoted, transferred, temporarily assigned, or accepting a position in a lower Class shall commence at the same step of pay in the lower Class as the employee held at the time of such demotion, transfer, temporary assignment or acceptance of the lower Class position. Employees meeting these criteria shall proceed to the next step of the compensation plan, as scheduled, based on years of City service.

All management employees of the City of Kingsville shall be placed in a step program to receive a scheduled salary increase on the anniversary date of their 1st, 3rd, 6th, 10th, 15th, 20th and 25th year of service in the Management Level position. Percentage increases shall correspond to the Management Level Step Program included in the Classification and Compensation Plan for Fiscal Year 2016-2017.

Executive Level 1 & 2 positions shall receive a cost of living adjustment when Non-Exempt Non-Civil Service employees receive a cost of living adjustment. The City Commission shall evaluate the performance of and recommend salaries for Executive Level 1 & 2 positions each July to prepare for the up-coming fiscal year.

II.

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

III.

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

IV.

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

INTRODUCED on this the 12th day of September, A. D., 2016.

PASSED AND APPROVED on this the _____ day of September, A. D., 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

City of Kingsville
Classification and Compensation Plan
Non-Civil Service Positions
Fiscal Year 2016-2017

Ordinance Introduction: September 12, 2016
Ordinance 2nd Reading: September 26, 2016

CITY OF KINGSVILLE
CLASSIFICATION AND COMPENSATION PLAN - NON EXEMPT
FISCAL YEAR 2016-2017

09/15/2016

4 % between Classes and 3% between steps

*** renumbering of Steps to start at 1 (A) to 6 (F)**

New Class
Number
FY 16-17

1 7&8

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Max1 Step 7	Max2 Step 7
New Hire	1	3	6	10	15	M1	M2
\$ 10.00	\$ 10.30	\$ 10.61	\$ 10.93	\$ 11.26	\$ 11.59	\$ 11.94	

FY15-16 (Class 7)	\$ 10.00	\$ 10.00	\$ 10.18	\$ 10.53	\$ 10.99	\$ 11.26	\$ 11.50	\$ 11.68
FY15-16 (Class 8)	\$ 10.00	\$ 10.19	\$ 10.54	\$ 10.92	\$ 11.26	\$ 11.64	\$ 11.81	

YEAR 1

Custodian	Combined with Class 8
Equipment Service Worker	Combined with Class 8
Golf Pro Shop Attendant	Combined with Class 8
Library Assistant	Combined with Class 8
Maintenance Worker	Combined with Class 8
Plant Helper	Combined with Class 8
Utility Worker	Combined with Class 8
Animal Control Specialist	
Animal Care Attendant	
Children's Services Librarian	
Equipment Operator I	
Recycling Technician	

2 9&10

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Max1 Step 7	Max2 Step 7
New Hire	1	3	6	10	15	M1	M2
\$ 10.40	\$ 10.71	\$ 11.03	\$ 11.36	\$ 11.71	\$ 12.06	\$ 12.42	\$ 12.79

FY15-16 (Class 9)	\$ 10.00	\$ 10.43	\$ 10.87	\$ 11.30	\$ 11.73	\$ 12.18	\$ 12.36	\$ 12.54
FY15-16 (Class 10)	\$ 10.27	\$ 10.64	\$ 11.00	\$ 11.35	\$ 11.75	\$ 12.21	\$ 12.45	\$ 12.64

YEAR 1

Customer Service Representative	Combined with Class 10
Reference/Information Librarian	Combined with Class 10
Circulation Librarian	
Technical Services Assistant	
Municipal Court Deputy Clerk	Removed

CITY OF KINGSVILLE
CLASSIFICATION AND COMPENSATION PLAN - NON EXEMPT
FISCAL YEAR 2016-2017

New Class
Number
FY 16-17

3 11

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Max1 Step 7</i>	<i>Max2 Step 7</i>
New Hire	1	3	6	10	15	M1	M2
\$ 10.82	\$ 11.14	\$ 11.47	\$ 11.82	\$ 12.17	\$ 12.54	\$ 12.91	\$ 13.30

FY15-16 (Class 11) \$ 10.80 \$ 11.18 \$ 11.59 \$ 12.00 \$ 12.39 \$ 12.79 \$ 13.19 \$ 13.19

YEAR 1

Pump Operator

~~Fire Telecommunications Operator~~ Changed to Police Telecommunications Operators

4 12

<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Max1</i>	<i>Max2</i>
B	C	D	E	F	G	Max1	Max2
New Hire	1	3	6	10	15	M1	M2
\$ 11.25	\$ 11.59	\$ 11.93	\$ 12.29	\$ 12.66	\$ 13.04	\$ 13.43	\$ 13.83

FY15-16 (Class 12) \$ 11.03 \$ 11.43 \$ 11.84 \$ 12.25 \$ 12.66 \$ 13.05 \$ 13.45 \$ 13.86

YEAR 1

~~Information and Technology Librarian~~ Change title to Digital Services Librarian and reclassify to Class 17/9

Inventory Clerk Move to Class 13/5 with chart update

5 13

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Max1 Step 7</i>	<i>Max2 Step 7</i>
New Hire	1	3	6	10	15	M1	M2
\$ 11.70	\$ 12.05	\$ 12.41	\$ 12.78	\$ 13.17	\$ 13.56		

FY15-16 (Class 13) \$ 11.50 \$ 11.90 \$ 12.32 \$ 12.72 \$ 13.12 \$ 13.52 \$ 13.93 \$ 14.33

YEAR 1

Tourism Services Technician

~~Inventory Clerk~~ Move from Class 12/4 due to chart update

6 14

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Max1 Step 7</i>	<i>Max2 Step 7</i>
New Hire	1	3	6	10	15	M1	M2
\$ 12.17	\$ 12.53	\$ 12.91	\$ 13.29	\$ 13.69	\$ 14.10	\$ 14.53	\$ 14.96

FY15-16 (Class 14) \$ 12.02 \$ 12.42 \$ 12.84 \$ 13.23 \$ 13.64 \$ 14.05 \$ 14.47 \$ 14.86

YEAR 1

Customer Billing Specialist

Engineering Technician

Equipment Operator II

GIS Technician

Meter Reader Technician

Police Telecommunications Operator

Municipal Court Specialist

Rename to Deputy Clerk

CITY OF KINGSVILLE
CLASSIFICATION AND COMPENSATION PLAN - NON EXEMPT
FISCAL YEAR 2016-2017

New Class
Number
FY 16-17

7 15

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Max1 Step 7</i>	<i>Max2 Step 7</i>
New Hire	1	3	6	10	15	M1	M2
\$ 12.65	\$ 13.03	\$ 13.42	\$ 13.83	\$ 14.24	\$ 14.67		

FY15-16 (Class 15) 12.54 12.95 13.36 13.77 14.16 14.56 14.98 15.38

YEAR 1

Administrative Assistant I

8 16

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Max1 Step 7</i>	<i>Max2 Step 7</i>
New Hire	1	3	6	10	15	M1	M2
\$ 13.16	\$ 13.55	\$ 13.96	\$ 14.38	\$ 14.81	\$ 15.26	\$ 15.71	\$ 16.18

FY15-16 (Class 16) \$ 13.18 \$ 13.66 \$ 14.13 \$ 14.60 \$ 15.08 \$ 15.56 \$ 16.04 \$ 16.52

YEAR 1

Lead Telecommunications Operator

9 17

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Max1 Step 7</i>	<i>Max2 Step 7</i>
New Hire	1	3	6	10	15	M1	M2
\$ 13.69	\$ 14.10	\$ 14.52	\$ 14.95	\$ 15.40	\$ 15.87	\$ 16.34	\$ 16.83

FY15-16 (Class 17) \$ 13.73 \$ 14.11 \$ 14.52 \$ 14.93 \$ 15.33 \$ 15.73 \$ 16.13 \$ 16.54

YEAR 1

A/P Specialist

Accounting Assistant

Move to Class 16/8 due to chart update

Administrative Assistant II

Assistant Library Administrator

Equipment Operator III

Help Desk Coordinator

Maintenance Technician

Payroll Specialist

Move to Class 10/18 due to chart update

Water/Wastewater Operator

Welder/Fabricator

Digital Services Librarian

Retitled Information Technology Librarian and reclassified from Class 12/4

CITY OF KINGSVILLE
CLASSIFICATION AND COMPENSATION PLAN - NON EXEMPT
FISCAL YEAR 2016-2017

New Class
Number
FY 16-17

10 18

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Max1 Step 7</i>	<i>Max2 Step 7</i>
New Hire	1	3	6	10	15	M1	M2
\$ 14.23	\$ 14.66	\$ 15.10	\$ 15.55	\$ 16.02	\$ 16.50		

FY15-16 (Class 18) \$ 14.30 \$ 14.71 \$ 15.11 \$ 15.52 \$ 15.93 \$ 16.33 \$ 16.73 \$ 17.13

YEAR 1

Lab Technician

Legal Assistant/Paralegal

Payroll Specialist

Human Resource Specialist

Move to Class 19/11

Moved from Class 17/9 due to chart update

Rename & Reclassify (1) Admin. Assistant II

11 19

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Max1 Step 7</i>	<i>Max2 Step 7</i>
New Hire	1	3	6	10	15	M1	M2
\$ 14.80	\$ 15.25	\$ 15.70	\$ 16.18	\$ 16.66	\$ 17.16		

FY15-16 (Class 19) \$ 14.97 \$ 15.38 \$ 15.77 \$ 16.18 \$ 16.58 \$ 17.01 \$ 17.39

YEAR 1

Community Appearance Inspector

Lead Maintenance Technician

~~Legal Assistant/Paralegal~~

Moved from Class 18/10

12 20

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Max1 Step 7</i>	<i>Max2 Step 7</i>
New Hire	1	3	6	10	15	M1	M2
\$ 15.39	\$ 15.86	\$ 16.33	\$ 16.82	\$ 17.33	\$ 17.85	\$ 18.38	\$ 18.93

FY15-16 (Class 20) 16.04 16.45 16.85 17.26 17.66 18.06 18.47

YEAR 1

Foreman

Moved to Class 21/13 with chart update

13 21

<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Max1 Step 7</i>	<i>Max2 Step 7</i>
New Hire	1	3	6	10	15	M1	M2
\$ 16.01	\$ 16.49	\$ 16.99	\$ 17.49	\$ 18.02	\$ 18.56	\$ 19.12	\$ 19.69

FY15-16 (Class 21) \$ 18.14 \$ 18.76 \$ 19.38 \$ 20.00 \$ 20.41 \$ 20.82

YEAR 1

~~Crime Scene Specialist~~

Moved to new Class 23/15 with Chart update

~~Health Inspector-I~~

Moved to new Class 23/15 with Chart update

Foreman

Moved from Class 20/12 with Chart update

CITY OF KINGSVILLE
CLASSIFICATION AND COMPENSATION PLAN - NON EXEMPT
FISCAL YEAR 2016-2017

New Class
Number
FY 16-17

14 22

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Max1 Step 7	Max2 Step 7
New Hire	1	3	6	10	15	M1	M2
\$ 16.65	\$ 17.15	\$ 17.66	\$ 18.19	\$ 18.74	\$ 19.30		

FY15-16 (Class 22) \$ 19.29 \$ 19.91 \$ 20.54 \$ 21.17 \$ 21.58 \$ 21.98

YEAR 1

Building Inspector *Moved to new Class 23/15 with Chart update*
Engineer's Assistant *Moved to new Class 24/16 with Chart update*
Health Inspector II *Moved to new Class 25/17 with Chart update*

15 23

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Max1 Step 7	Max2 Step 7
New Hire	1	3	6	10	15	M1	M2
\$ 17.32	\$ 17.84	\$ 18.37	\$ 18.92	\$ 19.49	\$ 20.07	\$ 20.68	

YEAR 1

Crime Scene Specialist *Moved from Class 21/13 with Chart update*
Health Inspector I *Moved from Class 21/13 with Chart update*
Building Inspector *Moved from Class 22/14 with Chart update*

16 24

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Max1 Step 7	Max2 Step 7
New Hire	1	3	6	10	15	M1	M2
\$ 18.01	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.27	\$ 20.88		

YEAR 1

Engineer's Assistant *Moved from Class 22/14 with Chart update*

17 25

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Max1 Step 7	Max2 Step 7
New Hire	1	3	6	10	15	M1	M2
\$ 18.73	\$ 19.29	\$ 19.87	\$ 20.47	\$ 21.08	\$ 21.71		

YEAR 1

Health Inspector II *Moved from Class 22/14 with Chart update*

OTHER POSITIONS

Seasonal/Temporary Employees

Min	Max
-----	-----

\$ 10.00 \$ ~~12.12~~ \$ 15.00

Example of positions include: Pool Manager/Attendants/Instructors/Lifeguards, Recreational Assistants, etc.

4% Down and 3% Across

Scenario 3.1 Rate Schedule

End of Schedule

Class		B New Hire	C 1	D 3	E 6	F 10	G 15	Max 1	Max 2
1	7&8	\$ 10.00	\$ 10.30	\$ 10.61	\$ 10.93	\$ 11.26	\$ 11.59	\$ 11.94	
2	9&10	\$ 10.40	\$ 10.71	\$ 11.03	\$ 11.36	\$ 11.71	\$ 12.06	\$ 12.42	\$ 12.79
3	11	\$ 10.82	\$ 11.14	\$ 11.47	\$ 11.82	\$ 12.17	\$ 12.54	\$ 12.91	\$ 13.30
4	12	\$ 11.25	\$ 11.59	\$ 11.93	\$ 12.29	\$ 12.66	\$ 13.04	\$ 13.43	\$ 13.83
5	13	\$ 11.70	\$ 12.05	\$ 12.41	\$ 12.78	\$ 13.17	\$ 13.56		
6	14	\$ 12.17	\$ 12.53	\$ 12.91	\$ 13.29	\$ 13.69	\$ 14.10	\$ 14.53	\$ 14.96
7	15	\$ 12.65	\$ 13.03	\$ 13.42	\$ 13.83	\$ 14.24	\$ 14.67		
8	16	\$ 13.16	\$ 13.55	\$ 13.96	\$ 14.38	\$ 14.81	\$ 15.26	\$ 15.71	\$ 16.18
9	17	\$ 13.69	\$ 14.10	\$ 14.52	\$ 14.95	\$ 15.40	\$ 15.87	\$ 16.34	\$ 16.83
10	18	\$ 14.23	\$ 14.66	\$ 15.10	\$ 15.55	\$ 16.02	\$ 16.50		
11	19	\$ 14.80	\$ 15.25	\$ 15.70	\$ 16.18	\$ 16.66	\$ 17.16		
12	20	\$ 15.39	\$ 15.86	\$ 16.33	\$ 16.82	\$ 17.33	\$ 17.85	\$ 18.38	\$ 18.93
13	21	\$ 16.01	\$ 16.49	\$ 16.99	\$ 17.49	\$ 18.02	\$ 18.56	\$ 19.12	\$ 19.69
14	22	\$ 16.65	\$ 17.15	\$ 17.66	\$ 18.19	\$ 18.74	\$ 19.30		
15	23	\$ 17.32	\$ 17.84	\$ 18.37	\$ 18.92	\$ 19.49	\$ 20.07	\$ 20.68	
16	24	\$ 18.01	\$ 18.55	\$ 19.11	\$ 19.68	\$ 20.27	\$ 20.88		
17	25	\$ 18.73	\$ 19.29	\$ 19.87	\$ 20.47	\$ 21.08	\$ 21.71		

STEP-B-	<u>STEP 1</u>	New Hire
STEP-C-	<u>STEP 2</u>	Step following completion of one (1) year of employment.
STEP-D-	<u>STEP 3</u>	Step for eligible employees with three (3) years of current uninterrupted City service.
STEP-E-	<u>STEP 4</u>	Step for eligible employees with six (6) years of current uninterrupted City service.
STEP-F-	<u>STEP 5</u>	Step for eligible employees with ten (10) years of current uninterrupted City service.
STEP-G-	<u>STEP 6</u>	Step for eligible employees with fifteen (15) years of current uninterrupted City service.
STEP-H-	STEP H-	Step for eligible employees with twenty (20) years of current uninterrupted City service.
STEP-I-	STEP I-	Step for eligible employees with twenty-five (25) years of current uninterrupted City service.

The hourly chart shall be relevant to all non-exempt, non-civil service employees maintaining a position in the same CLASS, unless otherwise approved by the City Manager.

CERTIFICATION PAY -

HOURLY NON-EXEMPT EMPLOYEES (EXCLUDES CIVIL SERVICE PERSONNEL)

Class/Grade/Unit

	Monthly	Per Pay Period Basis *
TCEQ 1 or D		
TCEQ C	\$30.00	\$13.85
TCEQ II or B	\$40.00	\$18.47
TCEQ III or A	\$55.00	\$25.39
Intermediate Peace Officer	\$85.00	\$39.24
Advanced Peace Officer	\$52.00	\$24.00
Master Peace Officer	\$100.00	\$46.15

* Rounding may be required for payroll purposes.

MANAGEMENT LEVEL STEP PROGRAM

INCREASE DUE ON ANNIVERSARY DATE OF MANAGEMENT LEVEL POSITION.

1ST YEAR	3%
3RD YEAR	3%
6TH YEAR	3%
10TH YEAR	2%
15TH YEAR	2%
20TH YEAR	2%
25TH YEAR	2%

CITY OF KINGSVILLE
CLASSIFICATION COMPENSATION PLAN - EXEMPT - PROPOSED
FISCAL YEAR 2016-2017

	Minimum	Midpoint	Maximum
EXECUTIVE OFFICER – 1			
City Manager	\$ 103,098	\$ 124,967	\$ 146,836
 EXECUTIVE OFFICER - 2	 \$ 93,513	 \$ 113,349	 \$ 133,185
City Attorney			
Municipal Court Judge			
 MANAGEMENT LEVEL - 1	 \$ 76,933	 \$ 93,252	 \$ 109,571
City Engineer/Public Works Director			
Finance Director			
Fire Chief			
Police Chief			
 MANAGEMENT LEVEL - 2	 \$ 73,720	 \$ 88,812	 \$ 104,354
Assistant City Attorney			
Economic Development Director			
Planning & Development Services Director			
 MANAGEMENT LEVEL - 3	 \$ 63,293	 \$ 76,719	 \$ 90,145
Human Resources Director			
Parks and Recreation Director			
Purchasing Director			
Tourism Services Director			
 MANAGEMENT LEVEL - 4	 \$ 60,279	 \$ 73,066	 \$ 85,852
Assistant Public Works Director			
Health Director			
Library Director			
 MANAGEMENT LEVEL - 5	 \$ 54,675	 \$ 66,273	 \$ 77,870
Risk Manager			

CITY OF KINGSVILLE
CLASSIFICATION COMPENSATION PLAN - EXEMPT - PROPOSED
FISCAL YEAR 2016-2017

	Minimum	Midpoint	Maximum
MANAGEMENT LEVEL - 6	\$ 47,230	\$ 57,249	\$ 67,267
Accounting Manager			
Building Official			
Capital Improvements Manager			
City Secretary			
<i>Facilities Manager</i>			
Golf Course Manager			
<i>Information Technology Manager</i>			
<i>Parks Manager Renamed from Parks & Recreation Manager</i>			
 MANAGEMENT LEVEL - 7	 \$ 42,839	 \$ 51,926	 \$ 61,013
Accounting Supervisor			
Collection's Supervisor			
Community Appearance Supervisor			
<i>Downtown Manager Renamed from Downtown and Volunteer Supervisor</i>			
Garage Supervisor			
Landfill Supervisor			
Municipal Court Supervisor			
Police Communication's Supervisor			
Sanitation Supervisor			
Street Supervisor			
Systems Specialist			
Wastewater Supervisor			
Water Production Supervisor			
Water Supervisor			

AGENDA ITEM #2

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Deborah Balli, Director of Finance

DATE: September 1, 2016

SUBJECT: End of year budget amendment for deficit accounts and to close and/or create additional funds

Summary:

This item authorizes the approval of an EOY budget amendment to transfer funds to cover deficit accounts, transfer or amend budgets to create additional funds and transfer remaining fund balances to close out three funds.

Background:

A summary for each fund is provided below:

Fund 001-General Fund

- Receive closing transfers from Funds 060, 064, 099
- Transfer Grant for Texas Main Street to Fund 079
- Transfer Group Health Insurance budget between departments to cover enrollment changes throughout the year
- Transfer Utilities budgets between departments to cover changes made throughout the year and
- Transfer FEMA match to Fund 071

Fund 051-Utility Fund

- Transfer CDBG Grant to Fund 082
- Transfer Group Health Insurance budget between departments to cover enrollment changes throughout the year

Fund 060-Computer Lease Purchase

- Close fund and transfer remaining fund balance to General Fund 001

Fund 064-CO Series 2009

- Close fund and transfer remaining fund balance to General Fund 001

Fund 068-CO Series 2013-Drainage

- Close fund and transfer remaining fund balance to General Fund 001

Fund 071-FEMA Assistance

- Include FEMA assistance for insurance deductible



**City of Kingsville
Finance Department**

Fund 079-Texas Capital Main Street Fund

- Create new fund for Texas Main Street Grant

Fund 082-TXCDBG Grant #7215270

- Create new fund for CDBG Grant

Fund 096-Insurance Claim Recovery Fund

- Include Insurance Claim funds for May 31st, 2016 storm

Fund 099-Disaster Response Recovery Fund

- Close fund and transfer remaining fund balance to General Fund 001

Financial Impact:

This budget amendment will increase Fund 001-General Fund fund balance by \$40,603.25. Funds 060-Computer Lease Purchase, Fund 064-CO Series 2009 and Fund 099-Disaster Response Recovery Fund will be closed and transferred to Fund 001-General Fund. Funds 051-Utility Fund, Fund 068-CO Series 2013-Drainage, Fund 071-FEMA Assistance, Fund 079-Texas Capital Main Street Fund, Fund 082-TXCDBG Grant #7215270, and Fund 096-Insurance Claim Recovery Fund will all have no financial impact.

Recommendation:

Staff recommends authorization of this budget amendment to make the necessary end of year adjustments.



ORDINANCE NO. 2016-_____

AN ORDINANCE AMENDING THE FISCAL YEAR 2015-2016 BUDGET TO COVER END OF YEAR DEFICIT ACCOUNTS AND TO CLOSE AND OR CREATE ADDITIONAL FUNDS.

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 001 General Fund					
	<u>Equity</u>				
2		Unreserved Fund Balance	61002	\$46,853.25	
	<u>Revenues</u>				
4-0000		Transfer From Fund 060	75060	\$198.99	
4-0000		Transfer From Fund 064	75064	\$428.26	
4-0000		Transfer From Fund 096	75096	\$22,821	
4-0000		Transfer From Fund 099	75099	\$23,405	
Fund 001 General Fund					
	<u>Revenues</u>				
4-1600		State Grants (TX Main St)	72010		\$45,000
	<u>Expenses</u>				
5-1601		Grounds & Perm Fixtures	59100		\$50,000
5-6900		Transfer To Fund 079	80079	\$5,000	
Fund 001 General Fund					
5-1702		Group Health Insurance	11600		\$9120.60
5-1901		Group Health Insurance	11600	\$9,120.60	
5-1020		Utilities	32300		\$3,948
5-1030		Utilities	32300	\$3,948	
Fund 001 General Fund					
	<u>Equity</u>				
2		Unreserved Fund Balance	61002		\$6,250
5-6900		Transfer To Fund 071	80071	\$6,250	
Fund 051 Utility Fund					
	<u>Revenues</u>				
4-6000		State Grants (CDBG)	72010		\$240,000
	<u>Expenses</u>				
5-6001		8" Water Line Replacement	59100		\$300,000

5-6900	-CDBG			
Fund 051 Utility Fund	Transfer To Fund 082	80082	\$60,000	
5-8000	Group Health Insurance	11600	\$1,250	
5-8201	Group Health Insurance	11600		\$1,250
Fund 060-Computer Lease Purchase				
<u>Equity</u>				
2	Restricted for Capital Outlay	74002		\$198.99
<u>Expenses</u>				
5-6900	Transfer To Fund 001	80001	\$198.99	
Fund 064-CO Series 2009				
<u>Equity</u>				
2	Restricted for Capital Outlay	74002		\$428.26
<u>Expenses</u>				
5-6900	Transfer To Fund 001	80001	\$428.26	
Fund 068-CO Series 2013-Drainage				
<u>Revenues</u>				
4-1600	State Grants (TX Main St)	72010		\$90,000
<u>Expenses</u>				
5-1601	Grounds & Perm Fixtures	59100		\$100,000
5-6900	Transfer To Fund 079	80079	\$10,000	
Fund 071-FEMA Assistance				
<u>Revenues</u>				
4-0000	State Grants	72010	\$18,750	
4-0000	Transfer From Fund 001	75001	\$6,250	
<u>Expenses</u>				
5-6900	Transfer to Fund 096	80096	\$25,000	
Fund 079-Texas Capital Main Street Fund				
<u>Revenues</u>				
4-0000	Transfer From Fund 001	75001	\$5,000	
4-0000	Transfer From Fund 068	75068	\$10,000	
4-0000	State Grants	72010	\$135,000	
<u>Expenses</u>				
5-1601	Grounds & Perm Fixtures	59100	\$150,000	
Fund 082-TXCDBG Grant# 7215270				
<u>Revenues</u>				
4-6000	State Grants	72010	\$240,000	
4-0000	Transfer From Fund 051	75010	\$60,000	
<u>Expenses</u>				
5-6001	8" Water Line Replacement	59100	\$300,000	
Fund 096-Insurance Claim Recovery Fund				
<u>Revenues</u>				
4-0000	Other Income-Insurance	59944	\$1,662,233.16	
4-0000	Transfer From Fund 071	75071	\$25,000	
<u>Expenditures</u>				
5-1030	Professional Services	31400	\$549,016.95	
5-1030	Building	71300	\$474,313.61	
5-4503	Building	71300	\$641,081.60	
5-6900	Transfer To Fund 001	80001	\$22,821	
Fund 099-Disaster Response Recovery Fund				
<u>Equity</u>				
2	Restricted-Disaster Resp.	74002		\$23,405
<u>Expenditures</u>				

[To amend the City of Kingsville FY 15-16 Budget to transfer funds to cover deficit accounts, transfer or amend budgets to create separate funds and transfer remaining funds to close out three funds as per the attached memo from the Director of Finance.]

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 12th day of September, 2016.

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

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

AGENDA ITEM #3

**City of Kingsville
Finance Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Deborah Balli, Director of Finance
DATE: September 1, 2016
SUBJECT: Uncollectible Account Write-Offs

Summary:

This item authorizes the write off of six (6) accounts receivable accounts that have been deemed uncollectible.

Background:

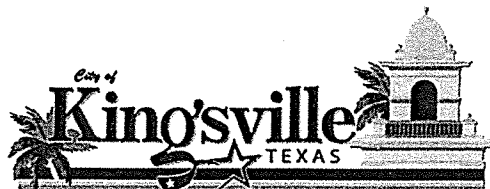
As part of the annual general ledger clean up, account receivables have been reviewed to determine collectability. Six (6) accounts listed in Exhibit A have been deemed uncollectible in an amount totaling \$58,101.31.

Financial Impact:

This ordinance will not have a financial impact as these accounts will be written off to an allowance for uncollectible accounts.

Recommendation:

Staff is recommending the identified accounts be written off to the allowance for uncollectible accounts.



ORDINANCE NO. 2016-_____

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO WRITE-OFF CITY OF KINGSVILLE ACCOUNTS RECEIVABLES IN THE AMOUNT OF FIFTY-EIGHT THOUSAND ONE HUNDRED AND ONE DOLLARS AND THIRTY-ONE CENTS (\$58,101.31), WHERE IT HAS BEEN DETERMINED THAT SUCH ACCOUNTS ARE UNCOLLECTIBLE.

WHEREAS, the City of Kingsville Finance Department has determined that there are six (6) accounts receivable accounts with balances that are uncollectible; and

WHEREAS, the City's auditors have recommended that the City review its aged accounts receivable on the general ledger and perform annual write-offs of accounts deemed uncollectible; and

WHEREAS, the City's auditors in accordance with generally accepted accounting principles stated that the City of Kingsville accounts receivables should be written off to accurately reflect the values of accounts receivable assets in the City's financial statements; and

WHEREAS, the Finance Director has determined that the six (6) accounts receivable accounts have cumulative balances that total Fifty-Eight Thousand One Hundred and One Dollars and Thirty-One Cents (\$58,101.31) are uncollectible.

I.

BE IT ORDAINED by the City Commission that the Finance Director is authorized to write-off six (6) accounts receivable accounts, in an amount not to exceed Fifty-Eight Thousand One Hundred and One Dollars and Thirty-One Cents (\$58,101.31) herein attached as Exhibit A, to be charged to the Allowance for Uncollectible Accounts.

The City does not waive its right to accept payments from any account written-off pursuant to this Ordinance, or otherwise any legal right to collect such amounts; including the right to enforce a valid lien for such outstanding amounts, except to the extent that any liens are expressly released by the City.

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 12th day of September, 2016.

PASSED AND APPROVED on this the ____ day of September __, 2016.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

EXHIBIT A
City of Kingsville
Proposed Write-Off of Accounts Receivables
As of August 31, 2016

001-0-29100 A/R Kleberg Co Pct 1	\$ 711.39
A/R Kleberg Co Pct 1 - Landfill Fees between June 2001 - Nov 2001	\$ 711.39

During this time period landfill fees were charged through the general ledger separately from the utility account.

001-0-29400 A/R Kleberg Co Pct 4	\$ 612.43
A/R Kleberg Co Pct 4 - Landfill Fees fees for August 2001	\$ 612.46

During this time period landfill fees were charged through the general ledger separately from the utility account.

001-0-23203 Police Equipment Receivable	\$ 10,480.45
001-0-23203 Police Equipment Receivable	\$ 10,480.45

This account is used to allow officers to purchase and pay for equipment through payroll deductions. On 6/30/2001, \$11,144.37 was entered as the beginning balance when the City implemented its current financial software. Most of this balance has never been settled. There is no way of knowing who this balance belongs to and if it has already been paid. As of 08/31/16 only 4 employees had balances that were being deducted from payroll. The payroll deductions are calculated and monitored out of the system to ensure current equipment purchases are paid in full.

001-0-28100 Returned Checks	\$ 349.71
The following checks were entered into the GL as returned-NSF.	

01/13/2010 NSF-Hinojosa, R. Permit/License	\$ 145.00
11/03/2010 NSF-Aetna (Ambulance)	\$ 104.71
04/06/2012 NSF-FL-Robert O's Grill	\$ 100.00
	\$ 349.71

When a check is returned for non-sufficient funds, a receivable is set up and a letter is sent to the customer requesting replacement funds. When the replacement funds are received the receivable will be closed. The above receivables were never closed, because these checks are from 2010 and 2012 no further action can be taken.

001-0-26003 A/R McCracken Electric	\$ 20.10
Contractor Security Account - Permits for the FY 2010-2011	\$ 20.10

Total deposits for this contractor equaled \$1,052 while permits for the period of 2008-2011 totaled \$1,072.10 leaving a balance of \$20.10. This contractor is believed to no longer be in business and statements to the address have been returned with no forwarding address available.

001-0-34050 Due From County - Community Appearance	\$ 45,927.23
50% of salaries for (2) equipment operators from 10/2012-05/2014	\$ 45,927.23

In October 2012 (2) equipment operators responsible for mowing were transferred from the City-County Health Department to Community Appearance. Since the equipment operators did not change job duties their salaries were billed at a rate of 50% to the County along with the Health and Library. The Finance Department learned that the County would not be splitting the costs of these salaries since the employees were no longer in the Health Department.

Total	\$ 58,101.31
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AGENDA ITEM #4

RESOLUTION NO. 2016-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ENGAGEMENT LETTER AGREEMENT BETWEEN THE CITY OF KINGSVILLE, TEXAS AND JOHN WOMACK & CO., P.C. FOR THE 2015-2016 FISCAL YEAR AUDIT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

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 Engagement Letter Agreement Between John Womack & Co., P.C. and the City of Kingsville, Texas for the 2015-2016 Fiscal Year audit 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
26 th day of September, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

JOHN WOMACK & CO., P.C.
CERTIFIED PUBLIC ACCOUNTANTS

JOHN L. WOMACK, CPA
MARGARET KELLY, CPA

P. O. BOX 1147
KINGSVILLE, TEXAS 78364
(361) 592-2671
FAX (361) 592-1411

August 15, 2016

Mayor Sam Fugate, City Commissioners and City Manager
City of Kingsville
P. O. Box 1458
Kingsville, Texas 78364

We are pleased to confirm our understanding of the services we are to provide the City of Kingsville for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Kingsville as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Kingsville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Kingsville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary comparison schedules.
3. GASB required supplementary pension information .



4. OPEB.

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Kingsville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Combining statements for the CAFR and
2. Individual Fund Statements and Supporting Schedules.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Kingsville and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Kingsville's financial statements. Our report will be addressed to the Mayor and City Commissioners of the City of Kingsville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with

Government Auditing Standards in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Kingsville is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial

institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Kingsville's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements of the City of Kingsville, related notes and depreciation schedules (if needed) using your assigned life and depreciation method in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document. Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, related notes, depreciation schedules and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, related notes, depreciation schedules, and that you have reviewed and approved the financial statements, related notes and depreciation schedules prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Other Matters and Limitation on Liability

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the City agrees to participate in mediation, under the Commercial Mediation Rules of the American Arbitration Association, before any claim is asserted.

In the event that John Womack & Co., P.C. is found to be negligent in provision of any services covered by this agreement which result in damage to the City, John Womack & Co., P.C.'s liability to the City will be limited to actual damages or losses incurred by the City. John Womack & Co., P.C. will not be liable to the City for any punitive damages.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval for such additional work.

We will provide copies of our reports to the City Commission; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of John Womack & Co., P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of John Womack & Co., P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

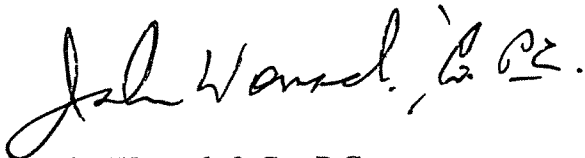
We expect to begin our audit on approximately November 07, 2016 and to issue our reports no later than March 31, 2017. John L. Womack is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We estimate our fee for these services will be \$59,500 for the audit, \$1,250 for the Task Force, \$15,000 for the GASB 34 and the GFOA report presentation, \$6,000 for the fixed assets, \$3,500 for the state and federal grants and \$3,500 for the Retirement System disclosure reporting requirements for GASB 68, plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Kingsville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Sincerely,

A handwritten signature in dark ink, appearing to read "John Womack, P.C.", with a stylized flourish at the end.

John Womack & Co., P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Kingsville.

Management Signature: _____

Title: _____

Governance signature: _____

Title: _____

REGULAR AGENDA

AGENDA ITEM #5

RESOLUTION NO. 2016-_____

RESOLUTION APPROVING THE CITY OF KINGSVILLE'S 2016 TAX ROLL AS SUBMITTED BY THE KLEBERG COUNTY TAX ASSESSOR-COLLECTOR PURSUANT TO THE TEXAS PROPERTY TAX CODE, CHAPTER 26, SECTION 26.09(E).

WHEREAS, the duly appointed Kleberg County Tax Assessor Collector has submitted the 2016 Tax Roll for the City of Kingsville; and

WHEREAS, the City Commission has reviewed the appraisal and tax rolls, and set the tax rate at the level necessary to support the approved budget of the City of Kingsville.

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

"The 2016 Tax Roll for the City of Kingsville is hereby approved pursuant to Section 26.09 (e) of the Texas Property Tax Code".

PASSED AND APPROVED by majority vote of the City Commission on the 26th day of September, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

**SUBMISSION OF THE 2016 TAX ROLL FOR THE CITY OF
KINGSVILLE PURSUANT TO SECTION 26.09(e) OF THE TEXAS
PROPERTY TAX CODE**

The 2016 Tax Roll for the City of Kingsville is hereby submitted for approval at the next regular scheduled meeting of the City of Kingsville Commissioner's Court. The 2016 Tax Roll is submitted for approval under Section 26.09(e) of the Texas Property Tax Code and was calculated in compliance with the same code by multiplying the values from the Certified Appraisal Roll plus/minus any changes in value approved by the Kleberg County Appraisal Review Board by the tax rate adopted by this governing body for the 2016 tax year. Values and taxes are at a ratio of 100% of appraised value. The 2016 Tax Roll for the City of Kingsville is stored in the Kleberg County Tax Office in compliance with the State Records Retention guidelines. A copy of the tax roll for reference purposes and convenient availability is filed with the Kleberg County Clerk's Office.

I, Melissa T. De La Garza, PCC – Kleberg County Tax Assessor-Collector, hereby certify the figures from the 2016 Tax Roll as reflected on the attached summary page taken directly from the 2016 Tax Roll. I certify that the foregoing information, and the roll it represents is accurate and correct to the best of my knowledge. Certified and submitted this 26th day of September 2016.



Melissa T. De La Garza, PCC
Kleberg County Tax Assessor-Collector

Improvements:		Number	Amount		
Homesteadable		4,005	272,273,692--:		
New Homesteadable		268	4,019,369 :	Impr. Total	
Non-Homesteadable		4,277	352,937,060 :--	629,230,121--:	
New Non-Homesteadable			0--:		
Land:					
		Number	Amount		
Homesteadable		3,930	37,448,468--:	Land Total	
Non-Homesteadable		5,350	84,286,818--:--	121,735,286--:	
Acres	7,630.783	9,262			Total Market
					890,855,637
Productivity:		Number	Amount		
Agricultural Market		138	10,790,760--:	Productivity Mkt	Total Accounts
Timber Market			0--:--	10,790,760--:	11,180
Agricultural Use Value		138	488,870		
Timber Use Value			0		
Exempt Agricultural Market			0		
Exempt Agricultural Value			0		
Other:		Number	Amount		
Minerals			0--:	Other	
Personal Property Market		1,187	129,099,470--:--	129,099,470--:	
Miscellaneous:		Number	Amount		
Homestead Market Value		3,970	311,625,185		
Homestead Cap Value		3,970	310,134,409		
Tax Increment Zone Market			0		
Tax Increment Zone Base			0		
Deductions:		Exemption	Number	Amount	
Constitutional Exempt				0-----:	
Productivity Loss		138	10,301,890-----:		
Homestead Cap Loss		421	1,490,776-----:		
Homestead			0--:		
Homestead Frozen			0 :	Homestead Total	
Homestead Local			0 :--	0--:	
Homestead Local Frozen			0 :		
Homestead Local %			0 :		
Homestead Local % Frozen			0--:		Total Deductions
Over 65	8,400	1,539	12,712,624--:		101,411,606
Over 65 Frozen			0 :	Over 65 Total	
Over 65 Local			0 :--	12,712,624--:	
Over 65 Local Frozen			0--:		
Disabled Person			0--:		
Disabled Person Frozen			0 :	Disabled Person	
Disabled Person Local			0 :--	0--:	
Disabled Person Lcl Frzn			0--:		
Disabled Veteran HS Full		74	6,143,034--:		
Disabled Veteran		218	2,206,655 :	Disabled Veteran	
Disabled Veteran Frozen			0--:--	8,349,689--:	
Abatements		1	5,531,700--:		
Pollution Control			0 :		
Freeport			0 :	Other Exemptions	
HB366		46	11,580 :--	68,556,627--:	
Prorated Exempt			0 :		
Other		444	63,013,347--:		Net Taxable
					789,444,031
Frozen Taxable Value Loss			0		
Frozen Limit (CAD Original)			.00		
Frozen Limit Adjusted (Transfers)			.00		Net Taxable
Frozen Tax Levy Used			.00		Less Frozen
Late Agricultural Penalty			.00		789,444,031
Late Correction Penalty			.00		
Late Rendition Penalty		310	5,673.10		
Total Tax Levy			0.00842200	Actual Levy	Calculated Levy
				6,654,359.93	6,654,370.73

Calc sequence: DV Tot HS,Dis Vet,Ovr 65,Ovr 65 Lcl,Hmstd,Hmstd Lcl,Disabled,Disabled Lcl,Other.
Apply Ownership Interest to Hmstd, Over 65, Dis Person, Hmstd Lcl %, Hmstd Lcl, Hmstd Min, Dis V
Apply Disabled Veteran exemption to Non-Homestead then to Homestead values.

AGENDA ITEM #6

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: September 26, 2016
SUBJECT: Request for Alcohol Variance at 1414 N. 14th Street

Summary: Due to a change of ownership and that 2 daycares and 1 church are within 1,000 ft. of the property in question it requires a variance according to City ordinance 2004-20.

Background: This address had a prior alcohol variance request that was presented to the City Commission on September 14, 2015. It was known as Double 7 and now is under a new owner Exiquio Villarreal. All required notices have been sent to the property owners within 300 ft. Additionally, a public hearing notice was placed in the newspaper on August 28, 2016. As of this point, we have not received any negative feedback from the property owners or citizens that have been noticed.

Financial Impact: The continued receipt of sales tax.

Recommendation: Approve variance request.



001. 4-1601533.10

**CITY OF KINGSVILLE
PLANNING AND ZONING DIVISION
MASTER APPLICATION**

PROPERTY INFORMATION: (Please PRINT or TYPE)Project Address 1414 - N - 14th Nearest Intersection _____

(Proposed) Subdivision Name _____ Lot _____ Block _____

Legal Description: _____

Existing Zoning Designation _____ Future Land Use Plan Designation _____

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)Applicant/Authorized Agent Exiquia Villarreal Phone 361 4428482 FAX _____
Dale Seven

Email Address (for project correspondence only): _____

Mailing Address 1414 - N - 14th City Kingsville State Tx Zip 78363Property Owner Dale Seven - Exiquia Villarreal Phone 361 4428482 FAX _____

Email Address (for project correspondence only): _____

Mailing Address 1414 - N - 14th City Kingsville State Tx Zip 78363

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

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

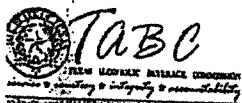
Please provide a basic description of the proposed project:

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

Applicant's Signature [Signature] Date: 8-22-16

Property Owner's Signature _____ Date: _____

Accepted by: _____ Date: _____



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, 11-43(b), 61-37, 61-38, 61-42 and Rule 533.10. Contact your local TABC office to verify requirements of Sections 11-39 and 61-38, 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/law/code-and-rules.asp.

LOCATION INFORMATION

Application for: ☒ Original ☐ Add Late Hours Only License/Permit Number _____
☒ Reinstatement License/Permit Number _____
☐ Change of Licensed Location License/Permit Number _____

Type of On-Premise License/Permit

<input checked="" type="checkbox"/> BG Wine and Beer Retailer's Permit	<input 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 type="checkbox"/> MB Mixed Beverage Permit	
<input type="checkbox"/> O Private Carrier's Permit - For Brewpubs (BP) with a BG only	

Indicate Primary Business at this Location

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

Trade Name of Location Double Seven

Location Address 12111 N 101th

City <u>Kingsville, Texas</u>	County <u>Kleberg</u>	State <u>TX</u>	Zip Code <u>78363</u>
Mailing Address	City	State	Zip Code

Business Phone No.	Alternate Phone No.	E-mail Address
--------------------	---------------------	----------------

OWNER INFORMATION

Type of Owner

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

Business Owner/Applicant Figueroa E. Villarreal



CITY OF
KINGSVILLE

MEMORANDUM

DATE

Friday, August 22, 2016

TO

Mary Valenzuela, City Secretary

FROM

Engineering Department

SUBJECT

Alcohol License for 1414 N. 14th

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 1414 N. 14th, we have concluded that the property in question does fall within the 1,000 ft boundary of 2 daycares, and 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.

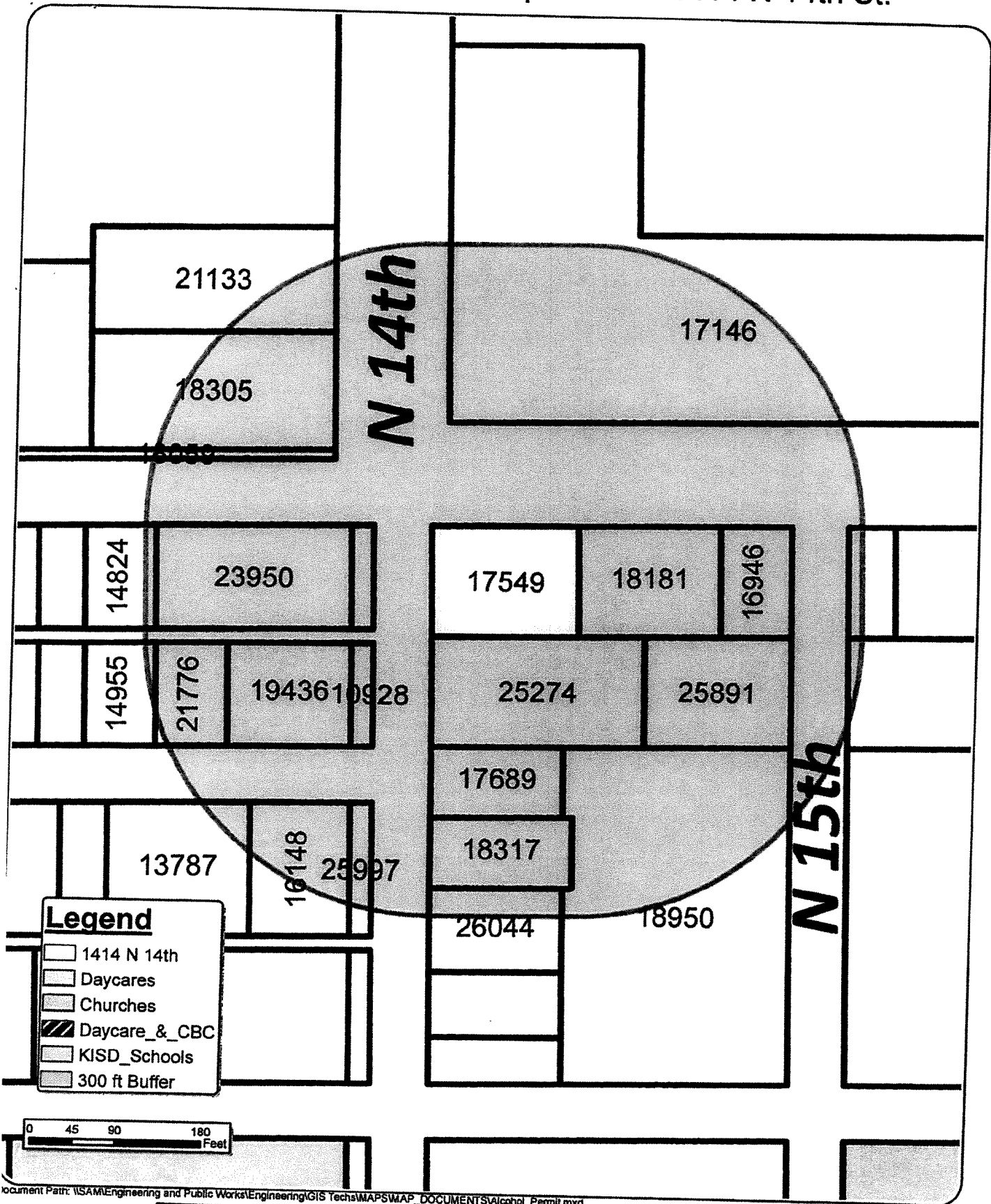
Thank you,

Engineering Department

Attachment 1 shows the property and the relative location of the 2 daycares and 1 church; suspected to be close to the property. Centro De Milagros, La Paloma Adult Daycare, and Brown Villa Headstart Center, are 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.

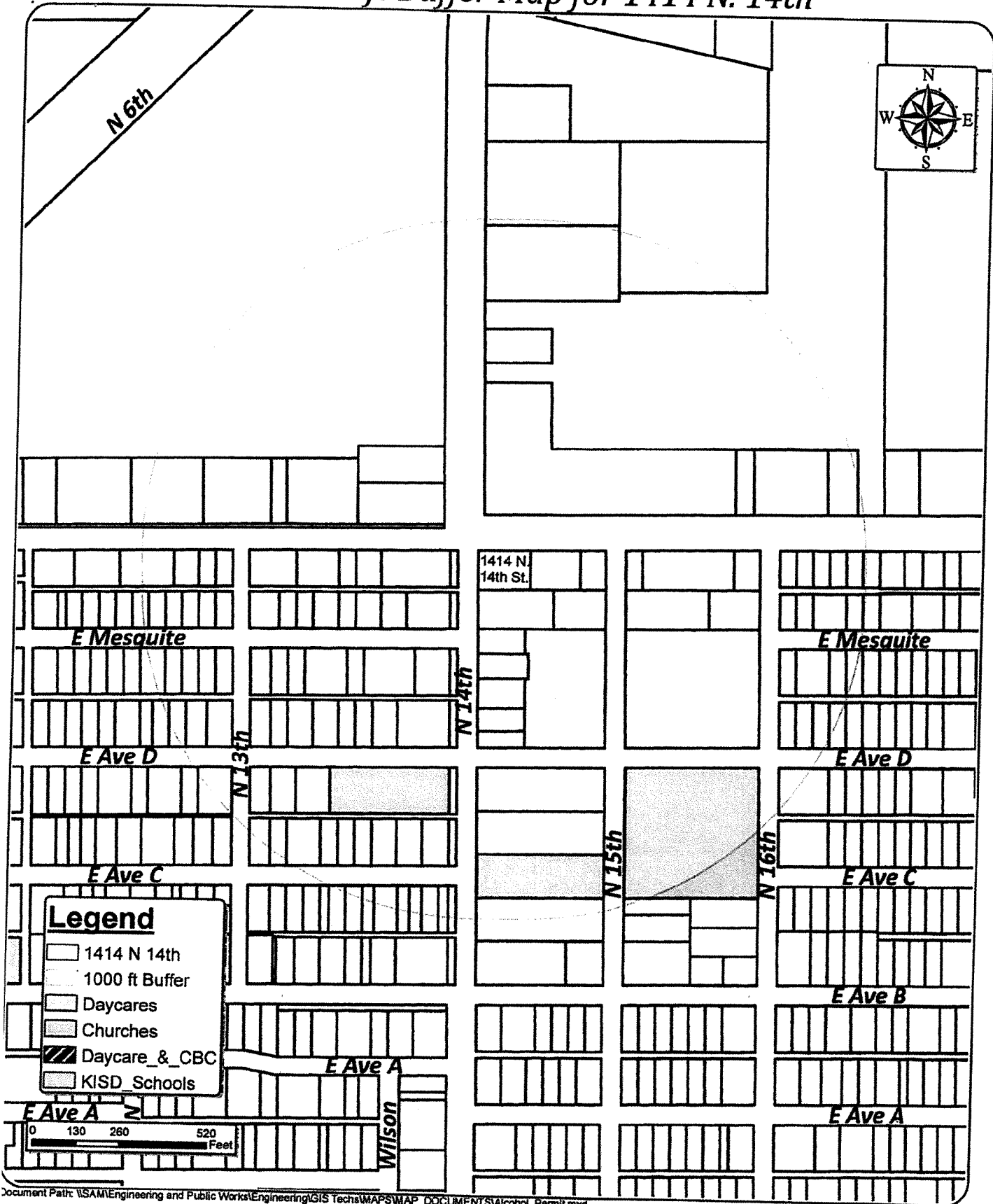
300 ft Buffer Map With Prop. ID's for 1414 N 14th St.



Document Path: \\SAMI\Engineering and Public Works\Engineering\GIS Techs\MAPS\MAP_DOCUMENTS\W\alcohol_Permit.mxd

1/1 Page	Drawn By: Engineering Dept.	<p>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.</p>	<p>CITY OF KINGSVILLE ENGINEERING DEPARTMENT 200 East Kleberg Kingsville, Texas 78363 Office: 361-595-8005 Fax: 361-595-8035</p>
	Last Update: 8/24/2015		
	Note: Please see attached documents.		

1000 ft Buffer Map for 1414 N. 14th



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

WEST PAUL M
489 N COUNTY ROAD 1050
KINGSVILLE, TX 78363
#21133

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

ARRERA OLGA C
30 W AVE A
KINGSVILLE, TX 78363
#23950

TEXAS DEPT OF TRANSPORTATION
125 E 11TH ST
AUSTIN, TX 78701
#18059

CASTILLO ERNESTINA G
932 E MESQUITE AVE
KINGSVILLE, TX 78363
#21776

LARREAL EXIQUIO E
PO BOX 1462
KINGSVILLE, TX 78364
18181

FUENTES S T LLC
1400 E CORRAL AVE
KINGSVILLE, TX 78363
#16946

PENNINGTON SHARON LYNN
PO BOX 341
KINGSVILLE, TX 78364
#25274

FUENTES S T LLC
1400 E CORRAL AVE
KINGSVILLE, TX 78363
#25891

FUTURE DATA SERVICES
PO BOX 5083
KINGSVILLE, TX 78364
#18950

SCHROEDER OTTO E JR
PO BOX 198
CALLIHAM, TX 78007
#17689

RODRIGUEZ RODNEY
127 N 14TH ST
KINGSVILLE, TX 78363
#18317

MALTBY RANDELL L
PO BOX 5083
KINGSVILLE, TX 78364
#26044

OCHOA JOSE ROLANDO
134 W FM 772
KINGSVILLE, TX 78363
13787

AVALA DIANA G
PO BOX 1069
KINGSVILLE, TX 78364
#16148

TEXAS HIGHWAY PATROL
PO BOX 14087
AUSTIN, TX 78773
#25997

GONZALES MARCOS EST
926 E MESQUITE AVE
KINGSVILLE, TX 78363
#14955

Perez SABAS JR
PO BOX 1754
KINGSVILLE, TX 78364
#14824

CASTILLO ERNESTINA G
932 E MESQUITE AVE
KINGSVILLE, TX 78363
#19436

TEXAS HIGHWAY PATROL
PO BOX 14087
AUSTIN, TX 78773
#10928

Clinic

Kingsville Record

The county last fiscal year saw its expenditures for its self-funded insurance plan reach nearly \$3 million. Commissioners later made changes to the insurance plan that included a 10 percent increase in employee contributions, while also introducing a generic drug program for which employees also had to pay. Those changes took effect this fiscal year, with insurance costs projected to be about \$2.5 million, but commissioners are planning to take it one step further this year.

They are proposing to do away entirely with coverage for brand-name medication and focus solely on generic prescriptions. Madrid had also proposed doing away with insurance coverage for employee spouses on the county's plan in need of emergency or critical medical care, but an outcry from county employees led to a reversal of that move. The county will still save about \$450,000 on its health insurance in the next fiscal year, though, reducing annual expenditures to a little over \$2 million.

"In essence, we've saved the county about \$1 million in one year's time, literally," Madrid said. "We're moving in the right direction."

The county judge has said the new clinic would offer two different services—a health clinic solely for county employees and those working for other entities that might be partners in the facility and a wellness clinic for those individuals and the public. Medical personnel from Christus Spohn Hospital Kleberg would man the health clinic, officials have said, while representatives with the Texas A&M Health Science Center's Healthy South Texas Initiative would

run the wellness aspect, which would be open to the public.

"Really, we're advocating on having healthy lifestyles," Starr Flores, regional director for Healthy South Texas, said on Friday. "In addition to that, we'll have our medication assistance programs that help individuals who are uninsured or underinsured obtain their maintenance medication. These are programs that we've already started in Kingsville, but we've been doing it on a part-time basis, but with this wellness center, we'll be there full-time."

Healthy South Texas is an offshoot pilot program of the Healthy Texas initiative launched in 2014 in an effort to "reduce preventable diseases and their consequences throughout the region," according to the Texas A&M University website. Healthy South Texas was launched in September 2015 after the 84th Texas Legislature approved \$10 million in funding for the program, which focuses on diabetes, asthma and infectious diseases.

It covers 27 counties, including Kleberg and Nueces, serving about 4,500 people annually in that latter county, Flores said.

"Prevention" has been the key word for Madrid's proposal, but it has been the focus of a number of businesses across the state that have adopted wellness programs that focus on promoting healthy lifestyles and preventive measures to curb costs associated with serious illnesses. Critical care expenditures were a primary reason for the county's ballooning insurance costs last fiscal year, officials have said.

Potential partners
Renovation of the old Exxon building to house the proposed health and

wellness clinics would cost about \$286,300, Madrid said during an Aug. 22 meeting of the Kingsville Independent School District Board of Trustees. He has proposed that the county issue Certificates of Obligation, a form of debt that does not require voter approval, to pay for the initial build-out of the wellness and health clinics.

Whoever partners with the county in the clinic, he said, would split the debt payment on an annual basis with the county. A governing board made up of one member each from the entities involved would oversee the clinic's operations, he added.

"The reason that I want a shared cost on paying this out is so you guys will always have ownership of it," Madrid said to the KISD school board, adding that annual operating costs for utilities, maintenance and security would be about \$17,900. That statement caught KISD trustees off-guard.

"That seems a little low," Trustee Lynn Yalchin said. "That seems very low, actually."

Madrid said the low cost was due to energy efficient fixtures and measures that would be implemented by consulting firm McKinstry during the construction process. He said the Texas A&M Health Science Center would not be paying rent for housing their program in the wellness clinic, since providing their dietitians and staff would be on an in-kind basis.

"That work is their payment," he said.

Madrid said Christus Spohn would also staff the health clinic portion of the facility, which will only be available to employees of the entities involved and their beneficiaries, not the general public. He said those partici-

pants would have "zero cost" to use the health clinic, which he said was designed to funnel new patients into the Christus Spohn health system. He has said in the past that the local hospital has struggled to operate due to a lack of participation from the community.

The county, through changes in its health plan, is still going to allow people to see their primary physician, but that will come at a cost, while the clinic is free, officials said.

"I've never looked at their books, but I can assure you...they need our help, as well," Madrid said of the hospital. "They've suffered because the county has failed to capture participants into our local network, into our local hospital. In terms of that, if you go to their second floor and (see) those wings that are closed off—when you start laying off nurses, man, you've got a sinking ship there. You've got a problem."

Christus Spohn representatives did not respond to a request for comment for this story as of press time.

Despite Madrid's pitch of the project, though, none of the entities have confirmed their participation in the proposed health and wellness clinics. The Kingsville Independent School District had not made a decision to join as of press time, though Madrid on Friday said the district's health consultant had asked him for a contract to present to the board at a future meeting.

King Ranch, who Madrid has said repeatedly has given a "verbal yes" to their participation in the program, issued a statement on Thursday that said they had not committed to the project, either.

"Since 2015, King Ranch has researched and evaluated vendors that could provide onsite clinic and telemedicine services for its employees," the company said in a statement. "Christus Spohn Health System approached King Ranch in February 2016 about creating a local employer-only health clinic in Kingsville. Since then, King Ranch has participated in several meetings led by Christus (Spohn) with other local employers in attendance. King Ranch has not made any final decisions about this proposed clinic."

Kingsville City Manager Jesús Garza said he liked the concept of the clinic, but said the city still had to do more research into the project before committing to it, as well. He intended to discuss the issue with city commissioners during a budget workshop on Wednesday, he said.

"Conceptually, I think it's a great idea," Garza said, adding that there were still a number of details that needed to be ironed out before the city could commit to it.

Madrid, for his part, said the county would be ready to move forward with the clinic to open in early January with or without any partners. He said he also intended to offer participation into the clinic to the Riviera and Ricardo Independent School Districts, as well, a proposal made by KISD trustee Corrado Garza last week.

"Initially this was only going to be for us," Madrid said. "If they choose not to (participate) for some odd reason, for some unknown reason, then yes, I'm going to stay focused on moving forward with this. At the end of the day, I've still got to look after my employees and their beneficiaries."

Golf Course

system inoperable. In addition, drainage issues left parts of the course underwater.

The result has been noticeable—over the last three months, he said, the course has been closed for a total of 40 days. That has created a financial impact to a facility city officials had hoped would be a quality of life attraction for new and current residents. Many of the issues the city is trying to address, specifically the drainage and irrigation system, have "really deteriorated over the last 30 years or so," Flores said.

"I can get the golf course up to a certain level or condition, but we cannot afford to be stagnant and not move forward with what I consider major projects," he said. "We will not attract more play, we will not attract more revenue until we get past those two hurdles."

Flores said his goal is to get the course to a point that it generates new membership and tournaments, both at the youth and collegiate level, as well as offering new programs. He said he might consider partnering with Texas A&M University-Kingsville to do some of the work,

since the city does not have the resources to that kind of work on its own.

"We have the knowledge to do a lot of the things in-house, but we don't have the resources," Flores said. "We don't have the manpower, and we don't even have the equipment."

City Manager Jesús Garza said it is a priority for the city to address the issues Flores raised, especially since it is intended to be an amenity that attracts people to the area, including professionals young and old.

The city has done some work to the facil-

ity since taking over management of the golf course from Kleberg County in late 2014, but the larger issues have still persisted. Garza said he hoped to see the city develop a drainage plan for the golf course during the overall process to complete a citywide Drainage Master Plan.

"It's obviously not an easy fix, but it's definitely something that needs to be fixed because as (Flores) mentioned, the fact that it forces us to shut down, that's money that we're not getting," Garza said. "That hurts us, so that has to be a priority."

Law

(your registration)."

Individuals who are six months or more delinquent in child support payments will start receiving three-month notices beginning Sept. 1 to inform them of the new law so they can work to have the block lifted. The law does not apply to the registration of new vehicles, officials said.

One way to have the block removed is to arrange a payment plan and make a "satisfactory payment" toward that plan, state officials said.

De La Garza said her office has already received information that will be posted informing individuals of the new changes effective Sept. 1.

★ Prosecuting criminals and keeping our community safe.

★ Providing a voice for victims of felony crimes.

★ Protecting victims of domestic violence.



I am John Hubert, the District Attorney for Kleberg and Kenedy Counties. As a prosecutor, I have been protecting the victims of felony crimes for over 14 years.

Justice belongs to everyone, no matter race, color or creed. My office does the right thing for the right reason, regardless of political consequences. You expect no less, and we deliver.

If you want a proven effective public servant, please vote to keep me District Attorney in November.

Keep
JOHN T. HUBERT
District Attorney

PUBLIC NOTICE

The City Commission of the City of Kingsville will hold a public hearing on Monday, September 26, 2016, at 6:00 P.M. to discuss and/or take action on the following items:

Request for an alcohol variance for a Beer & Wine Retail's Off-Premise Permit, for the establishment known as Double Seven, located at 1414 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.

TOOTH TIPS

Charles A. Clements, D.D.S.

MASTER IN THE ACADEMY OF GENERAL DENTISTRY

"Mini" Dental Implants — Who Needs Them?

Most often mini dental implants are needed by persons who have lost most or all of their teeth and need stabilization (tightening) of their denture fit. Jawbones shrink after extractions and, if the bone has not been preserved with grafting, this shrinkage gets really severe after many years of denture wear. I always show my patients examples of human jawbones where this shrinkage has occurred. It is really eye-opening. Even severe cases can be remarkably helped. The exposed portion of the implant looks like a tiny ball trailer hitch and plugs neatly into the socket of your modified denture. The whole procedure, implant placement and modification and fitting of your old denture, is less than half the cost when compared to conventional, larger implant techniques which may not even be an option due to shrinkage. If you or someone you know has this problem, call to schedule a complimentary consultation to see if you or they are candidate for mini dental implants.



592-5248

www.KingsvilleDental.com

TOOTH TIPS IS A PAID ADVERTISEMENT PERSONALLY HANDWRITTEN BY PALLAN P. P. IN KINGSVILLE, TEXAS

CITY OF KINGSVILLE



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

August 22, 2016

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

Dear Property Owner:

The Kingsville City Commission will hold a Public Hearing and meeting to consider an item on Monday, September 26, 2016, at 6:00 p. m. at the City Commission Chambers, located at City Hall, 200 E. Kleberg, Kingsville, Texas. The following items will be discussed: Request for an alcohol variance for a Wine & Beer Retail Off-Premise Permit, for the establishment known as Double Seven located at 1414 North 14th Street. Your property is located within 300 feet of this request. If you have any comments or questions in regards to this matter, please contact me at (361) 595-8055.

Sincerely,

Tom Ginter
Director of Development & Planning Services

AGENDA ITEM #7

**City of Kingsville
Legal Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: Courtney Alvarez, City Attorney
DATE: September 16, 2016
SUBJECT: STWA One-Year Water Supply Contract

Summary:

This will allow the execution of a one-year water supply contract with the South Texas Water Authority (STWA) to run from October 1, 2016 to September 30, 2017.

Background:

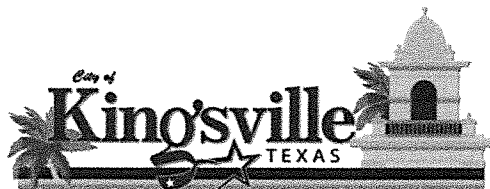
The City and STWA currently have a one-year water supply contract that is set to expire on September 30, 2016. The City and the STWA are working on terms for a longer term water supply contract but have not finalized wording on that contract. STWA has presented this new one-year water supply agreement for fiscal year 16-17, under identical terms as the existing contract.

Financial Impact:

This item will expend up to \$350,000.00 for the purchase of water, which is budgeted in the FY16-17 Budget for the City of Kingsville that was recently approved by the City Commission under Utility Fund 051-5-1030-34301 Other Services-STWA.

Recommendation:

It is recommended the City approve the resolution authorizing the Mayor to enter into the one-year water supply agreement with the South Texas Water Authority.



RESOLUTION #2016-_____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A ONE-YEAR WATER SUPPLY CONTRACT WITH THE SOUTH TEXAS WATER AUTHORITY; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville (the "City") and the South Texas Water Authority (the "Authority") have previously had a Water Supply Contract and now desire to enter into another one-year water supply contract; and

WHEREAS, the Authority and City acknowledge that this is a temporary, one-year contract, the primary purpose of which is to conduct a pilot study to determine the minimum amount of water that can be taken by the City while still maintaining the chloramine residual in the Authority's 42-inch water transmission line near Kingsville at the level required by the TCEQ; and, in the event the parties enter into a longer contract, neither party is required to consider this contract as a template for the long-term contract; and

WHEREAS, the Authority is presently charging its water supply customers a handling charge of \$0.426386 cents per 1,000 gallons, and that same handling charge has been set by the Authority for the 2016-2017 fiscal year, as reflected in this proposed one-year contract.

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

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into a Water Supply Contract between the City of Kingsville and the South Texas Water Authority, a copy of which is attached hereto as Exhibit "A."

II.

THAT the City agrees to a handling charge of \$0.426386 cents per 1,000 gallons of water delivered during the fiscal year October 1, 2016 through September 30, 2017.

III.

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

IV.

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

PASSED AND APPROVED by a majority vote of the City Commission on the
26th day of September, 2016.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

WATER SUPPLY CONTRACT

THE STATE OF TEXAS §

COUNTY OF KLEBERG §

The Parties to this Contract are the South Texas Water Authority, a governmental agency, conservation and reclamation District and body politic and corporate, having been created under Chapter 436 Acts of the 66th Legislature, Regular Session, 1979, of the laws of the State of Texas, all pursuant to Article XVI, Section 59 of the Texas Constitution ("Authority") and the City of Kingsville, Kleberg County, Texas (hereinafter called "Wholesale Customer"). They agree as follows.

RECITALS

WHEREAS, the Authority owns a water transmission line extending from the City of Corpus Christi O.N. Stevens Water Treatment Plant to the Authority's office on Sage Road in Kingsville; and

WHEREAS, the Authority has entered into that certain Water Supply Agreement by and between the Authority and the City of Corpus Christi dated October 14, 1980, pursuant to which the Authority purchases water for resale to its customers; and

WHEREAS, the Authority is willing to sell, and the Wholesale Customer is willing to buy, water available to the Authority from the City of Corpus Christi; and

WHEREAS, the Authority and Wholesale Customer acknowledge that this is a temporary, one-year contract, the primary purpose of which is to conduct a pilot study to determine the minimum amount of water that can be taken by Wholesale Customer while still maintaining the chloramine residual in the Authority's 42-inch transmission line near Kingsville at the level required by the TCEQ. In the event the Parties enter into a longer contract, neither Party is required to consider this contract as a template for the long-term contract.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Authority and Wholesale Customer agree as follows:

SECTION 1. DEFINITIONS

Terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

(A) "Corpus Christi Water Supply Agreement" means that Water Supply Agreement between the Authority and the City of Corpus Christi dated October 14, 1980.

(B) "Cost of Water" shall mean the actual price per one thousand gallons paid by the Authority to the City of Corpus Christi for water received by the Authority under the Corpus Christi Water Supply Agreement during a Service Month.

(C) "Customers" shall mean the water customers of the Authority.

(D) "Fiscal Year" shall mean the twelve-month period beginning on October 1 and ending September 30.

(E) "Service Month" means that period of time from one meter reading to the next in the billing cycle. Each Service Period will be approximately one calendar month, unless the parties agree otherwise.

(F) "Water Rate" shall mean the rate to be charged for water, set in accordance with Section 8 (A).

SECTION 2. QUANTITY

(A) The Authority shall make available for purchase by the Wholesale Customer, at the delivery point or points herein specified, water, with the quality described in Section 3 below, at a maximum authorized daily purchase rate which, together with the actual production capacity of the Water Customer's system as such production exists from time to time, is at least 0.6 gallon per minute per connection in the Wholesale Customer's water distribution system, in accordance with the number of such connections as may exist from time to time. The word "connection" as used in this paragraph shall have the same meaning as in Texas Administrative Code Title 30, Part 1, Chapter 290, Subchapter D, Section 290.38(14). The Authority's obligation herein to deliver water to the Wholesale Customer shall be limited by the provisions of the Corpus Christi Water Supply Agreement, as more fully stated in Section 12 of this Contract.

(B) The Authority further agrees to use its best efforts to furnish water sufficient for the reasonable demands of the Wholesale Customer, but its obligations to furnish such water shall be limited to the quantity of water available to it and the capacity of the Authority's supply main, having due regard for the equitable interests of the Wholesale Customer, the Authority, and the other Customers and further limited by the provisions of the Corpus Christi Water Supply Agreement.

SECTION 3. QUALITY

The Authority warrants and represents that, so long as the Wholesale Customers taking water after the Bishop station take enough water to maintain the chloramine residual in the Authority's 42-inch transmission line near Kingsville, at the level required by the TCEQ, the Authority shall deliver potable water meeting the requirements of all state and federal rules and regulations in reference thereto. If these customers do not take enough water to maintain the chloramine residual, as described in the foregoing sentence, the water delivered by the Authority to Wholesale Customer shall be water as received by the Authority from the City of Corpus Christi, as modified by the transportation process, and re-disinfected by the Authority

immediately prior to delivering to Wholesale Customers, which the Authority believes will be potable water, but which the parties recognize there is a dispute in that regard before the Texas Commission on Environmental Quality ("TCEQ").

SECTION 4. POINTS OF DELIVERY & TITLE CONVEYANCE OF THE FACILITIES

The point of delivery of the water by the Authority to Wholesale Customer shall be the outlet of the Authority's meter located next to the Authority's office in Kingsville, Texas immediately before it enters the Authority's 5.0 million-gallon ground storage tank, and any such other point of delivery mutually agreed upon by the Wholesale Customer and the Authority. The Wholesale Customer shall provide and maintain an air gap between the Authority's system and the Wholesale Customer's distribution system at the point of delivery.

The Authority is in the process of replacing its 5.0 mg ground storage tank and pumps with a 1.0 mg ground storage tank and three pumps. The Authority will convey those facilities to Wholesale Customer, and Wholesale Customer will accept those facilities, if certified for usage. The conveyance shall be by conveyance documents acceptable to the Authority and Wholesale Customer.

SECTION 5. MEASURING EQUIPMENT

(A) The Authority shall furnish, install, operate and maintain at its own expense the necessary metering equipment of standard type for measuring properly the quantity of water delivered under this contract. Such metering equipment shall be located on the Authority's supply main at a location already designated by Authority. Such meter or meters and other equipment so installed shall remain the property of Authority. The calibration and adjustment of the meter equipment shall be done only by the employees or agents of the Authority. However, the Wholesale Customer shall have access to such metering equipment at all reasonable times. For the purpose of this contract, the original record of the reading of the main meter shall be the journal or other record book of the Authority in its office in which the records of the employees or agents of the Authority who take the reading are or may be transcribed. Upon written request of the Wholesale Customer, the Authority will give the Wholesale Customer a copy of such journal or record book, or permit the Wholesale Customer to have access to the same in the office of the Authority during reasonable business hours.

(B) Not more than once in each calendar year, on a date as near the end of such calendar year as practical, the Authority shall calibrate its main meter or meters and present to the Wholesale Customer accuracy certification. This calibration shall be performed in the presence of a representative of Wholesale Customer, and the Parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary, and if the check meter hereinafter provided for has been installed, the same shall also be calibrated in the presence of a representative of the Wholesale Customer and the parties shall jointly observe any adjustments which are made to the meter in case any adjustments shall be necessary. The Authority shall give the Wholesale Customer notice of the time when any such calibration is to be made. If a representative of the Wholesale Customer is not present at the time set, the

Authority may proceed with calibration and adjustments in the absence of any representative of the Wholesale Customer.

(C) If either party at any time observes a variation between a main delivery meter and the check meter, if any such check meter shall be installed, such party will promptly notify the other party, and the meters shall then be adjusted to accuracy. Each party shall give the other party forty-eight (48) hours' notice of the time of any test of meter so that the other party may conveniently have a representative present.

(D) If, upon any test, the percentage of inaccuracy of metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event farther back than a period of six (6) months. If, for any reason, the main meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered, through the period such meter is out of service or out of repair, shall be estimated and agreed upon by the parties thereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter if the same has been installed and is accurately registering. Otherwise, the amount of water delivered during such period may be estimated (i) by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter was registering accurately.

(E) The Wholesale Customer may, at its option and its own expense, install and operate a check meter to check the meter installed by the Authority, but the measurement of water for the purpose of this contract shall be solely by the Authority's meter, except in the cases hereinabove specifically provided to the contrary. Such check meter shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the Authority, but the reading, calibration and adjustment thereof shall be made only by the Wholesale Customer, except during any period when a check meter may be used under the provisions hereof for measuring the amount of water delivered, in which case the reading, calibration and adjustment thereof shall be made by the Authority with like effect as if such check meter had been furnished or installed by the Authority.

SECTION 6. MEASUREMENT

The volume of water that is billed to the Wholesale Customer shall be the amount of water delivered to the Wholesale Customer at the Points of Delivery described in Section 4. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure.

SECTION 7. DELIVERY PRESSURE

The water shall be delivered by the Authority at the point of delivery at the Wholesale Customer's distribution system at "0" pressure.

SECTION 8. PRICES AND TERMS

(A) Water Rate - The Wholesale Customer shall pay for all water delivered into its system from the Authority at the Water Rate, which shall be the sum of two elements – a Handling Charge as described in subparagraph 1 and the Cost Of Water as described in subparagraph 2.

1. Handling Charge

The Handling Charge shall be designed to cover all of the Authority's expenses other than the Cost Of Water, including operation and maintenance expenses and amounts budgeted to be paid in the current year for capital improvements, plus an amount sufficient to accumulate and maintain a reasonably adequate reserve fund as stated in subparagraph b, less tax receipts and all other income and revenue. The Handling Charge, commencing on the effective date of this Contract, shall be the price charged to the Authority's other customers, which is \$0.426386 per thousand gallons of water delivered.

2. Cost of Water

The Cost of Water shall be as defined in Section 1, paragraph (D). It is expected that the Cost of Water will fluctuate from month to month, resulting in a corresponding fluctuation in the Water Rate.

(B) Equal Water Rate - The Authority shall charge the Wholesale Customer and all other Customers at the same Water Rate.

(C) Billing and Payment - The Authority shall bill the Wholesale Customer monthly for the amounts due the Authority hereunder for water delivered to the Wholesale Customer during the preceding Service Month, which bill shall disclose the nature of the amounts due. Each bill shall show the amount of water delivered to the Wholesale Customer during the Service Month, and the total amount of water delivered to the Wholesale Customer during the Contract Year to-date. The monthly bill will be delivered to the Wholesale Customer as soon as practicable after the Authority receives a statement from the City of Corpus Christi showing the Cost of Water for that period. All such bills shall be payable by the Wholesale Customer on or before the thirtieth day from the date on which they are received by the Director of Finance at the Wholesale Customer's Office. Any mistakes by the Authority in calculations or figures shall not alleviate the Wholesale Customer's obligation to pay the bill in full. Any mistakes in any calculations or figures shall be corrected promptly upon discovery and the corrected bill will be furnished to the Wholesale Customer. An adjustment in the amount paid as a result of such mistake in calculation or figure will be added or deducted from the following month's bill, as appropriate, with an explanation of the mistakes. The corrected bill shall be payable within 30 days after receipt. If the Wholesale Customer disputes a bill, it shall nevertheless pay the bill, in full, pending any refund, as may be determined as a result of appeal of the disputed portion of the

bill. If the dispute is not resolved by agreement, or by appropriate administrative agency or court decision, it shall be resolved by the dispute resolution procedures provided in Section 17.

(D) Late Payment - In the event the Wholesale Customer shall fail to make any payment required to be made to the Authority under this Contract, within the time specified herein, interest on the amount due shall accrue from the time payment is due at the rate of eight percent (8%) per annum, or the maximum rate allowed by law, whichever is less, from the date such payment becomes due until paid in full. In the event any such payment is not made within sixty days from date such payment becomes due, the Authority may, at its option, discontinue the delivery of water to the Wholesale Customer until the amount then due the Authority is paid in full with interest as above specified.

(E) Fee In-Lieu of Taxes - In order to ensure equity for all Customers, all current and any future Customers who are outside the Authority's water district shall pay an in-lieu-of-tax fee to cover both Operations and Maintenance Tax and Debt Service Tax. The in-lieu of tax fee shall be equal to the Customer's most recent certified tax roll multiplied by the Authority's adopted tax rate, with said charge being billed monthly as a separate line item.

(F) No Connection or Demand Fees - No connection fees for existing points of delivery or demand fees shall be payable by the Wholesale Customer as a condition for receiving water under this Contract.

SECTION 9. SPECIAL CONDITIONS

(A) The Authority agrees that it will not sell water to any customer now being served by the Wholesale Customer or reasonably capable of being served by the Wholesale Customer's waterworks distribution system, except with the express written consent of the Wholesale Customer.

(B) The Authority shall, subject to Section 11 and the other provisions of this Contract, hold itself ready, willing, and able to supply water to the Wholesale Customer to the extent it is capable.

(C) Each of the parties hereto (the indemnifying party) shall be responsible for and agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by anyone on account of the transportation, storage, treatment, delivery, or disposal of said water while title remains in the indemnifying party.

(D) The Authority shall never have the right to demand payment by the Wholesale Customer of any obligation assumed or imposed on the Wholesale Customer under and by virtue of this Contract from funds raised or to be raised by taxation. The Wholesale Customer's obligation under this Contract shall never be construed to be a debt of the Wholesale Customer of such kind as to require it under the laws of this State to levy and collect a tax to discharge such obligation, it being expressly understood by the parties hereto that all payments due by the Wholesale Customer hereunder are to be made from the revenues received by the Wholesale Customer from its waterworks system.

(E) The Wholesale Customer represents and covenants that the water supply to be obtained pursuant to this Contract is essential and necessary to the operation of its waterworks system, and that all payments to be made hereunder by it will constitute reasonable and necessary "operating expenses" of the Wholesale Customer's waterworks system as defined in Chapter 1502 of the Government Code, as amended; and that all such payments will constitute reasonable and necessary "operating expenses" of the Wholesale Customer's waterworks system under any and all revenue bond issues of the Wholesale Customer, with the effect that the Wholesale Customer's obligation to make payments from its waterworks revenues under this Contract shall have priority over its obligations to make payments of the principal of and interest on any and all of its revenue bonds.

(F) The Wholesale Customer agrees to fix and collect such rates and charges for water and services to be supplied by its waterworks system as will make possible the prompt payment of all expenses of operating and maintaining its waterworks system, including all payment contracted hereunder, and the prompt payment of the principal of and interest on its obligations payable from the revenues of its waterworks system.

(G) During any period of time when, in the judgment of the Authority, there is a critical shortage of water in the sources of supply available to the Authority, which makes it impractical or inadvisable for the Authority to deliver to the Wholesale Customer and the other Customers the full amounts of water required to be delivered under the water supply contracts with the Customers, the water deemed available by the Authority from its sources of supply shall be rationed to the Wholesale Customer and other Customers during each month of such period of time in accordance with the "Drought Contingency Plan for the South Texas Water Authority" adopted on May 28, 2013 which shall be amended from time to time in compliance with applicable State and Federal Requirements.

(H) The Wholesale Customer is participating in the Federal Flood Insurance Program and will continue to do so during the term of this Contract.

(I) The Wholesale Customer, in accordance with Water Code 11.1272, does hereby agree to implement a water conservation plan that provides for the utilization of those practices, techniques, and technologies that reduce or maintain the consumption of water, prevent or reduce the loss of and reuse of water, or prevent the pollution of water, so that a water supply is made available for future or alternative uses and the Wholesale Customer will develop a conservation plan and it shall be filed with the Authority.

(J) The Wholesale Customer acknowledges that it is required by Sec. 11.1272, Water Code, to develop a drought contingency plan consistent with the appropriate approved regional water plan. Wholesale Customer also acknowledges that the Corpus Christi Water Supply Agreement requires that, if the City of Corpus Christi implements any measures under its Water Conservation and Drought Contingency Plan, the Authority shall within thirty (30) days of notice of the implementation of any restrictions, surcharges or rationing by the City of Corpus Christi, impose similar restrictions, surcharges or rationing measures on its customers. Any contract for the resale of water furnished by the Authority shall contain a similar condition.

(K) The Authority shall provide to the Wholesale Customer a copy of the Authority's annual audit report within 30 days of its acceptance by the Authority's Board of Directors.

(L) The Authority shall provide the Wholesale Customer with a copy (by electronic copy, if practicable) of each agenda and agenda packet for every Authority Board meeting within 36 hours after posting for such meeting and immediately upon posting of an emergency meeting.

SECTION 10. FORCE MAJEURE

In case by reason of force majeure either party hereto shall be rendered unable wholly or partially to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein, shall mean an act of God, labor strike, lockout or other industrial disturbance, act of a public enemy, order of any kind of the Government of the United States or the State of Texas or any civil or military authority, insurrection, riot, act of terrorism, epidemic, landslide, lightning, earthquake, fire, hurricane, storm, flood, washout, drought, arrest, restraint of government and people, civil disturbance, explosion, breakage or accident to machinery or pipe line, partial or entire failure of water supply, or inability on the part of the Authority to deliver water hereunder or on the part of the Wholesale Customer to receive or purchase water hereunder on account of any other cause not reasonably within the control of the party. It is understood and agreed that the settlement of strikes and lockouts shall be difficult and that the above requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of a strike or lockout by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

SECTION 11. LIMITATIONS ON AUTHORITY'S OBLIGATION

This contract is in all things subject to the Corpus Christi Water Supply Agreement. By the execution of this contract the Wholesale Customer acknowledges that it has received and reviewed a true copy of said contract. The Wholesale Customer agrees that it will take no action which would cause a violation of the Corpus Christi Water Supply Agreement and it will comply with such agreement including the following stipulation with regard to the rationing of water:

"All water sales agreements between Authority and its customers shall stipulate that should there be a shortage in the basic supply of water which requires the restriction or curtailing of any customer of water within the City limits of City that coincident with such restriction or limitation within City, Authority will limit and restrict all of its customers, both direct and indirect through resale, to the same extent. Such rationing by City shall be applied uniformly to all water customers of City."

SECTION 12. TERM OF CONTRACT

The term of this Contract shall begin on the 1st day of October, 2016 and continue in full force and effect through the latter of either midnight on September 30, 2017 or sixty (60) days after the date that either party gives notice of its intent to terminate this Contract to the other party.

SECTION 13. MODIFICATION

Consent of The Parties - This Contract may be changed or modified only with the consent of the governing bodies of both the Authority and the Wholesale Customer.

SECTION 14. REGULATORY BODIES

This Contract shall be subject to all applicable rules, regulations and laws of the State of Texas, or any governing body or agency having lawful jurisdiction, or any authorized representative or agency of any of them.

SECTION 15. NOTICES

All notices or communications to a party provided for herein shall be in writing and shall be delivered to the party by personal delivery, by facsimile, or by sending said notices by registered or certified mail, return receipt requested, to the address stated below. A notice is effective and shall be deemed given when received by facsimile or by personal delivery, or signed for with the United States Postal Service.

Any such notice mailed to the Authority shall be addressed:

South Texas Water Authority
P.O. Box 1701
Kingsville, Texas 78364-1701
Attn: Executive Director
Fax: (361) 592-5965

Any such notice mailed to the Wholesale Customer shall be addressed:

City of Kingsville
P.O. Box 1458
Kingsville, Texas 78364-1701
Attn: City Manager
Fax: (361) 595-8024

SECTION 16. NO THIRD-PARTY BENEFICIARIES

Nothing in this Contract shall be construed to confer any right, privilege or benefit on any customer, taxpayer, or a citizen of the City of Kingsville or the Authority, or on any other person or entity not a Party hereto, or otherwise create any third-party beneficiary relationship. Nothing in this Contract will be construed as creating any form of partnership or joint venture relationship between the Parties, nor shall either Party be authorized to act as an agent for the other Party.

SECTION 17. DISPUTE RESOLUTION PROCEDURES

If a dispute arises between the parties relating to this Contract or to the performance of the parties hereto, the parties agree and covenant that they will use the following dispute resolution procedures, prior to filing suit:

(A) Either party may give notice to the other party that a dispute exists and request that these procedures be commenced. A meeting then shall be held promptly between the parties to attempt in good faith to negotiate a resolution of the dispute.

(B) If, within 10 days after such meeting, the parties have not reached agreement on a resolution, either party may demand that the dispute be submitted to non-binding mediation, and both parties shall participate in good faith to select a mediator and to participate in the mediation procedures to attempt to negotiate a resolution. If the parties do not otherwise agree on a mediator, the dispute shall be submitted to a mediator in Kleberg or Nueces County.

(C) Each party shall bear his own attorney's fees and other costs and expenses incurred in connection with any dispute resolution proceeding, except as specifically provided herein.

(D) With respect to any particular dispute, the deadlines, procedures, and other requirements of this Section may be amended or waived by the parties by a specific agreement in writing and signed by both parties.

(E) In the event mediation is unsuccessful, the Parties may seek relief as provided in Section 20 of this Contract.

(F) This Contract shall be governed in all respects by, and construed in accordance with, the laws of the State of Texas. Venue and jurisdiction of any action shall be in a state court sitting in the County of residence of the Wholesale Customer.

SECTION 18. GUARANTEED PURCHASE

(A) The Wholesale Customer shall purchase a minimum volume of water not to exceed \$350,000 annually unless additional purchases are necessary to supplement the City of Kingsville water requirements and additional money is made available in the budget for the additional volumes. To assist the Authority in maintaining the chloramine residual in the Authority's 42-inch transmission line near Kingsville, at the level required by the TCEQ,

Wholesale Customer agrees to take water on the Daily Usage Schedule attached hereto as Exhibit "A." The Authority and the Wholesale Customer may cooperate to adjust the daily usage to determine what best works to retain the chloramine residual at the level required by the TCEQ regulations and to stay within the Wholesale Customer's budget for water purchases.

(B) This section is subject to other provisions of this Contract which may affect the amount of water available or distributed, such as the provisions dealing with the Corpus Christi Water Supply Agreement, force majeure, drought contingency plans, water rationing, and water conservation.

SECTION 19. CAPTIONS

Captions to sections of this Contract are for convenience and shall not be considered in the interpretation of the provision.

SECTION 20. REMEDIES UPON DEFAULT

(A) Remedies. The parties agree that the Authority's undertaking to provide water is an obligation, failure in performance of which cannot be adequately compensated in money damages alone. Accordingly, the Authority agrees, in the event of any default on its part, that the Wholesale Customer shall be entitled to specific performance in addition to any other available legal or equitable remedies.

(B) Remedies Cumulative Not Exclusive. The remedies provided for herein are not exclusive remedies. All other remedies at law or in equity may be availed of by either party and shall be cumulative except to the extent otherwise specifically provided, or limited, under this Contract.

SECTION 21. GENERAL PROVISIONS

(A) Covenant of Good Faith and Fair Dealings. The Authority and the Wholesale Customer agree to cooperate and to deal with one another fairly and in good faith at all times to effectuate the purposes and intent of this Contract. They also agree to execute and deliver such further legal documents or instruments and to perform such further acts as are reasonably necessary to effectuate the purposes and intent of this Contract.

(B) Waiver. The failure on the part of either party to require performance by the other of any portion of this Contract shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision. Any waiver by either party or any provision of the Agreement shall not be a waiver of any other provision hereof.

(C) Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

(D) Time. Time is of the essence. Unless otherwise specified, all references to "days" means calendar days. If the date for performance of any obligation falls on a Saturday,

Sunday, or other day on which either Party's offices are not open for business, the date for performance will be the next following regular business day.

(E) Authority. Each of the persons signing on behalf of the Wholesale Customer and the Authority hereby confirm that they have the authority to execute this Contract on behalf of the party indicated by their signature and have the authority to bind such party hereto.

(F) Entire Contract. This Contract contains all agreements between the parties hereto and any agreement not contained herein shall not be recognized by the parties. Words of gender shall be construed to include any other gender, and words in the singular shall include the plural and vice versa unless the context requires otherwise.

(G) Counterparts. This Contract may be executed by the parties in any number of counterparts, each of which when so executed and delivered shall be deemed an original instrument, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute a duplicate original, all as of the day and year first written above.

SOUTH TEXAS WATER AUTHORITY

By: _____
Name: _____
President, Board of Directors

ATTEST:

Certificate of Secretary

The foregoing Contract was approved by the Board of Directors of the South Texas Water Authority, and the President was authorized to execute it on behalf of the Authority, at a duly called and posted public meeting on the _____ day of _____, 2016.

Secretary, Board of Directors

(AUTHORITY'S SEAL)

CITY OF KINGSVILLE, TEXAS

By: _____
Name: _____
Mayor

ATTEST:

Certificate of Secretary

The foregoing Contract was presented to and approved by the City Commission of the City of Kingsville, and the Mayor was authorized to execute it on behalf of the City, at a duly called and posted public meeting, on the _____ day of _____, 2016.

City Secretary

(CITY SEAL)

AGENDA ITEM #8

**City of Kingsville
Purchasing/IT Department**

TO: Mayor and City Commissioners
CC: Jesus A. Garza, City Manager
FROM: David Mason, Director
DATE: September 16, 2016
SUBJECT: Cottage Building Renovation Project

Summary:

This item authorizes the renovation of the Cottage Building for the new location of the City's Planning and Economic Development Services Department.

Background:

The City, in conjunction with Ferrell and Brown Architects, advertised for Competitive Sealed Proposals on July 27 and August 3, 2016. Three proposals were opened on Tuesday, August 9, 2016. Proposals were judged on quantitative and qualitative methods by the review committee of Jesus Garza, Tom Ginter, Charlie Cardenas, and David Mason. The results of the tally showed Van Fleet Construction with the highest point total. Accordingly, during the September 12, 2016 City Commission meeting, staff was authorized to negotiate a fair and reasonable contract with Rusty Van Fleet Construction for renovation of the Cottage Building as that company was the highest ranking firm under the competitive sealed proposal process. Staff met with Mr. Van Fleet to discuss the contract, a copy of said contract is attached, without all of the lengthy contract documents referenced therein though they are a part of the contract by reference.

Financial Impact:

This item will expend \$895,000 which is budgeted in FY16-17 from 033-5-1030-71311, CO2016-City Hall Cottage-Building Remodel.

Recommendation:

It is recommended that the City Commission approve the contract negotiated with Rusty Van Fleet Construction, PO Box 5101, Kingsville, TX 78364 for the Cottage Building Renovations as they were the highest ranking firm under the competitive sealed proposal process.



RESOLUTION #2016-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT BETWEEN THE CITY OF KINGSVILLE AND RUSTY VAN FLEET CONSTRUCTION COMPANY FOR THE COTTAGE BUILDING RENOVATION PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have the cottage building near the new city hall that was acquired from KISD in 2014 renovated into the Planning and Economic Development Services Department and the City has secured funding for this contract via the FY16-17 budget in the CO2016 Fund;

WHEREAS, the City Commission on September 12, 2016 authorized staff to negotiate a fair and reasonable contract with Rusty Van Fleet Construction as that company was the highest ranking firm under the competitive sealed proposal process, and such proposals were advertised in conjunction with Ferrell and Brown Architects on July 27 and August 3, 2016;

WHEREAS, the City and Rusty Van Fleet Construction Company have worked to prepare a Construction Contract for the Cottage Building Renovation Project between the City of Kingsville and Rusty Van Fleet Construction Company.

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

I.

THAT the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Construction Contract for the Cottage Building Renovation Project between the City of Kingsville and Rusty Van Fleet Construction Company in accordance with Exhibit A hereto attached and made a part hereof and in accordance with any documents referenced in the contract but not attached hereto.

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.

CONSTRUCTION CONTRACT

CITY OF KINGSVILLE
KINGSVILLE, TEXAS

THE STATE OF TEXAS*

COUNTY OF KLEBERG *

The CITY OF KINGSVILLE, Kingsville, Texas (hereafter called "Owner") and
Rusty Van Fleet Construction Company, of Kingsville, Texas
(hereafter called ("Contractor")), hereby agree as follows:

1. Contractor agrees to construct for Owner, the following: **"COTTAGE BUILDING RENOVATION" ("Project")**, according to the contract documents prepared by Ferrell/Brown & Associates, Inc., Architects.

2. Contractor agrees to furnish, at his own expense, all labor, services, materials, tools, equipment and supervision necessary to the full and final completion of the Project, and everything incidental thereto, as shown on the Drawings, stated in the Specifications, or properly inferable therefrom, all in accordance with the Contract Documents, as hereafter defined.

3. The Contract Documents consist of this construction Contract and the following instruments which are incorporated herein:

- a. Request for Competitive Sealed Proposals (including Instructions to Offerors)
- b. Proposal
- c. Conditions of the Contract
- d. Drawings
- e. Specifications
- f. Addenda and amendments to the foregoing as may apply

4. Immediately following the execution of this Contract and before performing any work, Contractor shall furnish to Owner a valid Performance Bond and Payment Bond, each in the full amount of the contract price, written by companies acceptable to and approved by Owner and a required Certificate of Insurance, each in accord with the requirements of the Contract Documents.

5. Contractor shall commence on site work on or before 10 days from the Notice To Proceed and shall complete the work on or before 180 consecutive calendar days. If the work is not timely completed in accordance with the terms of the contract Documents, Contractor shall be liable to owner for damages as stipulated in Article 17 of the Supplementary General Conditions.

6. The total contract price is eight hundred ninety five thousand
Dollars (\$ 895,000).

7. The parties hereto agree that they will take such steps and execute such instruments as may be necessary to enable Owner to claim its exemption from the State of Texas Limited Sales Tax for materials used in such Project. All savings resulting from such tax exemption shall be for the benefit of the Owner.

Executed in Kingsville, Texas, September 26, 2016.

ATTEST: **CITY OF KINGSVILLE**
Owner

ATTEST:

Contractor

By _____

*Name

*Title: President

_____, Secretary

Address of Contractor:

Rust Van Fleet Construction

PO Box 5101
Kingsville, TX 78364

City Manager, City of Kingsville

Jesús A. Garza

*Typed or clearly printed

CONDITIONS OF THE CONTRACT

The Conditions of the Contract, consisting of the General Conditions and the Supplementary General Conditions, shall govern the construction of the entire Project. In the event of conflict between the provisions of the General Conditions and the Supplementary General Conditions, the provisions of the Supplementary General Conditions shall control.

GENERAL CONDITIONS

The standard form promulgated by the American Institute of Architects, AIA Document No. A-201, 2007 Edition, entitled "General Conditions of the Contract for Construction", (hereafter sometimes referred to as "AIA Document No. A-201"), the terms of which are incorporated herein by reference, as modified and amended by the Owner, shall constitute the General Conditions of the Contract. Copies of the modified document are available upon request.

SUPPLEMENTARY GENERAL CONDITIONS

ARTICLE 1. CONSTRUING THE CONTRACT DOCUMENTS:

In the event of ambiguity or conflict in the Contract Documents; Supplementary General conditions take precedence over General Conditions; Specifications take precedence over Drawings; figures take precedence over scale dimensions; and descriptive notes take precedence over general notes or code indications; unless the contrary intention is apparent.

Except as provided above, changes in Contract Documents made with the consent of all parties in ink control those printed or typed and typewritten provisions control over printed, multi-lithed, or photocopied provisions.

In the event errors, conflicts, omissions or discrepancies are noted in the Contract Documents or in the work done by others affecting his work, Contractor shall notify Architect at once and Architect will issue instructions to correct such errors, conflicts or discrepancies. This includes typographical errors in the Specifications and notational errors on the Drawings, where doubtful of interpretations. If, after such errors, conflicts, omissions or discrepancies have been noted, Contractor proceeds with the work so affected without instructions from the Architect, he shall make good any resulting damage or defect.

ARTICLE 2. DRAWINGS & SPECIFICATIONS:

There are certain intricacies of construction which are impracticable to specify in detail or to fully cover on the drawings, but all such details are to be worked out along the lines of good practice, and in compliance with the ordinances covering such work.

Contractor, upon completion of the Project, shall furnish Architect with record drawings showing actual location in line and elevation of all new exterior utility lines within the limits of the site and of any relocation from that shown on the Drawings of concealed piping, wiring, cable or conduit within the lines of the Building.

ARTICLE 3. OWNER'S RIGHT TO STOP THE WORK:

In addition to the right of the Owner specified in Subparagraph 2.3.1 of the General Conditions, Owner shall be entitled to stop the work for any reason specified in Subparagraph 14.2.1 of the General Conditions.

ARTICLE 4. TEXAS SALES TAX:

The Owner is a public entity and is tax-exempt. The Owner shall provide a tax exempt number to the general contractor for his use during the construction contract.

ARTICLE 5. LAYING OUT BUILDING:

Contractor shall employ an experienced and competent surveyor to establish a permanent bench mark to which easy access may be had during the progress of the Work, determine all lines and elevations, and verify same from time to time during the progress of the Work.

ARTICLE 6. COOPERATION WITH OWNER & CITY BUILDING OFFICIALS:

When required, Contractor shall notify the proper official of the City of Kingsville, Texas in advance of all stopping and starting of construction. Contractor shall cooperate with the City officials at all times. If any authorized City official, or authorized representative of Owner, should deem an inspection necessary, Contractor shall provide the proper facilities to insure that such official, or representative, can conveniently examine and inspect the Work. The Contractor shall document all City inspections by recording the date and time of the inspection and the name of the inspector.

ARTICLE 7. MATERIALS:

Unless otherwise indicated in the Contract Documents, all materials shall be new, in strict compliance with the Specifications and the best of their respective kinds.

Before ordering any materials or doing any work, Contractor shall verify all measurements at the site and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of any difference between actual dimensions and the measurements indicated on the Drawings. Any differences which may be found shall be submitted to Architect for his consideration and instructions before proceeding with the work.

Materials shall be furnished at such times and in such quantities as to insure the uninterrupted progress of the work according to schedule. Materials stored shall be properly protected from weather and damage.

Upon receipt of notice from Architect that any material placed in the Project or on the site is not of the quality specified or has been improperly placed, Contractor shall remove same from the site or have same replaced, as the case may be, within seventy-two (72) hours after receipt of such notice.

ARTICLE 8. INSPECTION & TESTING of MATERIALS:

All testing of materials and equipment used in the construction of the Project shall be conducted at the discretion of Owner and at Owner's expense, unless otherwise specifically provided in the Contract Documents. Any re-testing of material or equipment that fails to meet the requirements of the specifications will be at Contractor's expense.

ARTICLE 9. HANDLING MATERIALS:

Contractor shall be responsible for the proper care and protection of all materials, tools and equipment delivered to the site for his use.

Contractor shall protect and be responsible for any damage to his work or materials, from the date of the Contract until the final payment is made, and shall make good without cost to Owner, any damage or loss that may occur during this period.

Cement, lime, gypsum and other materials affected by the weather shall be covered and protected to keep them free from damage at all times.

Contractor shall store all materials as directed, in a manner that will allow the Architect or Owner's representative to inspect them. Should any material be found defective or in any way not in accordance with the Contract, such material, without regard to the stage of completion, may be rejected by Architect and, if so rejected, shall be removed at once from the premises by Contractor installing same.

ARTICLE 10. SUBSTITUTED MATERIALS, PRODUCTS METHODS or SERVICES:

In certain instances specific materials, products, methods and services have been specified by brand or trade name partly for the purpose of establishing the effect or standard of quality desired. Upon the prior written approval of Architect, substitutions for such specifically named materials, products, methods or services desired to be substituted may be made only if it is proven to the Architect's satisfaction that the proposed substitution provides the effect or standard of quality desired by the Architect. The decision of the Architect is absolute and final.

ARTICLE 11. SALVAGED MATERIALS:

Used materials belonging to Owner or obtained from demolition or excavation operations at the site of the Project and reconditioned for incorporation into the Project area is hereafter termed "salvaged materials". Similar materials, owned by parties other than Owner and purchased, or to be purchased, for incorporation into the Project, are termed "second hand material".

Salvaged materials may be incorporated into the Project only if specifically set forth in the Contract Documents or, if subsequently directed by the Architect.

ARTICLE 12. TEMPORARY FACILITIES:

Contractor shall make temporary connections for all utilities necessary during construction and shall remove them after completion of the Project.

Contractor shall establish within the existing building a field. Contractor shall furnish such field office with electric lights, telephone, and ample desk space for use by Contractor and Architect. Contractor shall have such office kept clean at all times.

Costs for utility consumption for direct construction on-site power and water usage will be paid by the Owner. The cost of all temporary utility connections and removal of same shall be paid by the Contractor and included in his bid. Contractor shall be responsible for providing additional temporary lighting, heating/ventilation or other measures as may be required to accomplish the work. Contractor shall exercise reasonable energy conservation throughout the course of the Project.

Contractor shall provide and maintain temporary sanitary facilities for workmen at the job in accordance with laws of Texas and the code and ordinances of the City of Kingsville, Texas. Contractor shall completely remove such facilities when the Project is completed.

ARTICLE 13. PAYMENT SCHEDULE:

On or before the thirtieth (30th) of each month, Owner will pay to Contractor the sum equal to 95% of the cost to Owner of labor performed, materials suitably stored on the site and materials built into the project during the preceding calendar month based on estimates timely certified by the Contractor and approved by the Architect. In no event, however, shall Owner pay to Contractor partial payments totaling more the 95% of the contract price until final completion and acceptance of the Project, Architect shall issue a "certificate of completion". Within thirty (30) days thereafter, Owner shall pay to Contractor the balance due on the contract price calculated in accordance with the terms and provisions of the Contract Documents.

ARTICLE 14. PAYMENTS WITHHELD & APPLIED BY OWNER:

Contractor shall pay promptly when due all lawful demands of sub-contractors, laborers, workmen, mechanics, materialman, and persons who furnish machinery or parts thereof, equipment, power tools, or any other supplies whatsoever for debts incurred in the furtherance of the performance. Upon request by Owner or Architect, Contractor shall furnish satisfactory evidence that all such obligations have been paid, discharged or waived. In the event Contractor fails to do so, Owner may, at its election, after having served written notice on Contractor, either pay unpaid bills of which Owner has written notice or withhold from Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims. When satisfactory evidence has been presented to the Owner that such claims have been satisfactorily discharged, Owner shall resume payment in accordance with the terms of the Contract. In no event shall the provisions of this paragraph be construed to impose any obligation upon the Owner to either Contractor or his Surety. In paying any unpaid bills under the Contract, Owner shall be deemed the agent of Contractor, and any payment so made by Owner, shall be considered as a payment made under the Contract by Owner to Contractor and Owner shall not be liable to Contractor for any such payment made in good faith.

The provisions of this Article shall be deemed as alternative to the provisions of state law relating to the matters dealt with herein, and in no event shall they be deemed to alter, amend, or change the same, nor as an attempt to do so.

ARTICLE 15. INSURANCE:

A. Contractor's Liability Insurance

Contractor shall purchase and maintain the liability insurance required by Paragraph 11.1 of the General Conditions with minimum limits as follows:

- | | | |
|----|--|-------------|
| 1. | General Aggregate Limit
Applies to all bodily injury and property damage
(other than products/completed operations)
personal injury and advertising injury. | \$2,000,000 |
| 2. | Products/Completed Operations Aggregate
Applies to all bodily injury and property
damage included in products/completed
operations. | \$1,000,000 |
| 3. | Personal & Advertising Injury
Applies to all claims by one person or
organization. | \$1,000,000 |
| 4. | Each Occurrence Limit
Applies to all bodily injury and property
damage incurred in one occurrence. | \$1,000,000 |
| 5. | Umbrella (excess liability policy)
or additional limits on all risks. | \$2,000,000 |

All insurance must be written by insurance companies which are rated in the A.M. Best Key Rating Guide -- Property & Casualty with a policy holder's rating of A, and a financial size category of Class VII. A Designated Project or Premises Endorsement (CG 25 01 11 85) which applies the general aggregate to the project must be provided. The Owner is to be named as additional insured in the policy and a waiver of subrogation shall be provided to the Owner. No policy shall contain any exclusion for explosion, collapse, or underground coverage.

B. Builder's Risk Insurance

Builder's Risk Insurance **is required** for this project. Builders Risk policy shall include the peril of windstorm and hail as well as normally insured perils. The cost of this insurance shall be included in the overall contract amount and responsibility for maintaining same throughout the duration of the project shall lie solely with the Contractor. Contractor shall be responsible for payment of all deductibles.

C. Workers' Compensation Insurance Certificate

1. Definitions:

Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

Persons providing services on the Project ("subcontractor" in 406.096, Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on the Project, and provide to the Owner:

(1) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

(2) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

8. The Contractor shall post on the Project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

(a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

(b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

(c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

(d) obtain from each other person with whom it contracts, and provide to the Contractor:

(1) a certificate of coverage, prior to the other person beginning work on the Project; and

(2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificates of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs a-f, with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Construction Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of the self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

ARTICLE 16. PERMITS:

The Contractor shall be solely responsible for the costs of all required building permits.

ARTICLE 17. DAMAGES:

If the Project is not substantially completed in accord with the Contract Documents, then the Owner shall be entitled to recover from Contractor, at Owner's sole election: (a) all loss or damage incurred or sustained by Owner of every kind and nature whatsoever; or (b) liquidated damages in the amount of Five Hundred Dollars (\$500.00) per day for each calendar day thereafter until the project is completed.

SPECIAL CONDITIONS

ARTICLE 1. USE and/or OCCUPANCY by OWNER PRIOR to ACCEPTANCE:

On site construction activities cannot begin until there is an executed construction contract, proper certificate of insurance provided to the Owner and the required bonds are in effect.

ARTICLE 2. ROYALTIES & PATENTS:

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from losses on account thereof.

ARTICLE 3. ENVIRONMENTAL HAZARDS:

The building has been surveyed for asbestos containing materials. The report is attached to their specifications. Prior to the Contractor beginning work, the Owner shall arrange for the removal and disposition of same.

The Architects have, to the best of their knowledge, included no new materials or components that contain asbestos or other environmental hazards. The Contractor and, in turn, his Sub-contractors and suppliers, shall be responsible for verifying same prior to all material orders and shall, if any hazard is determined to be present, identify same to Architect prior to ordering.

ARTICLE 4. CONSTRUCTION STORM WATER POLLUTION CONTROL:

The Contractor shall include within his Base Bid Proposal amount the costs related to compliance with all applicable City, State and federal guidelines regarding construction soil erosion and storm water pollution control measures.

ARTICLE 5. ASBESTOS - CONTAINING MATERIALS:

The existing facility was subject to a limited sampling and analysis report to determine the presence of asbestos - containing materials (Envirotest Project 14-1908 dated March 28, 2014). The report did not reveal the presence (based upon sampling) of any asbestos - containing materials. Results are on attached report summary. The entire report is available upon request.

AGENDA ITEM #9



Purchasing/IT Department

361-595-8025
361-595-8035 Fax

DATE:

TO: City Commission through City Manager

FROM: David Mason, Purchasing Director

SUBJECT: RFQ 16-14 Wastewater Treatment Plant Capacity Analysis

SUMMARY

This items provides staff recommendation for RFQ 16-14 Wastewater Treatment Plant Capacity Analysis. We advertised in the Kingsville Record on August 21, 2016 and August 28, 2016 and it was available on the City of Kingsville website. A total of three (3) proposals were received by the September 6, 2016 closing date and subsequently evaluated by the review committee of Frank Garcia, William Donnell, Charlie Cardenas, and David Mason.

Cumulative results are in the table below:

BACKGROUND

	Kimley Horn	LJA	Naismith
Experience in similar size and scope 25/100	99	86	86
Project team and qualifications 35/140	127	130	128
Understanding of scope. Approach and Methodology 15/60	48	50	52
Work performance. 15/60	60	54	56
Proposed Timeline 10/40	36	37	35
Total 100/400	370	357	357

Full Description

25% Firm's experience in performing projects of similar size and scope in Texas;

35% Demonstrated strength to perform work, including project team composition, staff qualifications & experience, and adequacy of resources;

15% Demonstrated understanding of project scope and approach and proposed methodology to complete project;

15% Work performance, including history of performing past projects on schedule and strength of provided references;

10% Proposed time line to complete the project

FINANCIAL IMPACT

There is no financial impact until the contract is negotiated. Funding is available in FY16-17 budget from 051-5-700.2-314.00, Utility Fund-Wastewater-South Plant-Professional Services.

RECOMMENDATION

It is recommended that RFQ 16-14 be awarded to the firm of Kimley Horn, 801 Cherry Street, Unit 11, Fort Worth, TX 76102, the most highly qualified provider based on demonstrated competence and qualifications. Staff will negotiate a contract for a fair and reasonable price and bring it back to Commission for approval.