

City of Kingsville, Texas

AGENDA CITY COMMISSION THURSDAY, MARCH 8, 2018 SPECIAL MEETING

**CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
12:00 P.M.-NOON**

I. Preliminary Proceedings.

OPEN MEETING

INVOCATION / PLEDGE OF ALLEGIANCE – (Mayor Fugate)

MINUTES OF PREVIOUS MEETING(S)

NONE.

APPROVED BY:



Jesus A. Garza
City Manager

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

1. NONE.

III. Reports from Commission & Staff.²

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

IV. Public Comment on Agenda Items.³

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

V.

Consent Agenda

Notice to the Public

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.⁴

1. Consider a resolution authorizing the City Manager to enter into a Services Agreement between the City of Kingsville and Greenscapes Six, LLC for L.E. Ramey Golf Course Greens and Bunker Renovation. (Purchasing Manager).
2. Consider introduction of an ordinance amending the Fiscal Year 2017-2018 budget to include a sewer line repair. (Public Works Director).

VII. Adjournment.

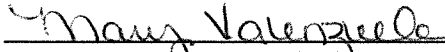
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

NOTICE

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

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

March 5, 2018 at 11:45 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



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

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

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

REGULAR AGENDA

AGENDA ITEM #1

**City of Kingsville
Purchasing Manager**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: Charlie Sosa Purchasing Manager

DATE: March 5, 2018

SUBJECT: Recommendation to approve the contract for the Resurfacing Greens, Sprigging, and Bunker Renovations at the L.E. Ramey Golf Course through Buyboard Contract: Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation, Proposal No. 529-17

Summary:

This item authorizes the services agreement for the construction of Resurfacing Greens, Sprigging, and Bunker Renovations at the L.E. Ramey Golf Course.

Background:

Staff reached out to several companies on the Buyboard Cooperative Purchasing Program that would be interested in submitting proposals for these projects. We received a total of one (1) responsive proposal from Greenscapes Six. After reviewing the proposal staff has selected Greenscapes Six proposal. Greenscapes Six as a registered vendor through the Buyboard Cooperative Purchasing Program, Buyboard Contract: Grounds Maintenance Equipment, Irrigation Parts, Supplies and Installation, Proposal No. 529-17. Scope of work to include approximately 115,000 Sq. ft. (Square Feet) strip dead grass and one (1") inch of sand material, till and install one (1) inch sand material, till compact and finish grade greens surface, sprig greens provided by Greenscape Six and approximately 40,000 Sq. ft. (Square Feet) of bunker renovations including remove and dispose of existing sand, reconstruction of bunker cavity, installation of salvage drainage pipe, installation of bunker sand, finish grading, and installation of sod. Local Government Code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically section 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met. On February 12, 2018, at a regular Commission meeting, the City Commission authorized the award of the services agreement for this work. The parties have negotiated a contract for approval by the City Commission

Financial Impact:

The financial impact will be \$224,660.13.00 for the construction and installation of Resurfacing Greens at the L.E. Ramey Golf Course. A total of \$225,000.00 in funding is available through account 033-5-4502-71215 Golf Course Improvements.

Recommendation:

It is recommended the City approves the contract with Greenscapes Six, LLC, 3727 Autumn Lane, Baytown, Texas 77521.



RESOLUTION #2018-_____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT BETWEEN THE CITY OF KINGSVILLE AND GREENSCAPES SIX, LLC FOR L.E. RAMEY GOLF COURSE GREENS AND BUNKER RENOVATION; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to have the greens and bunkers renovated and sprigging done at the L.E. Ramey Golf Course to improve the quality of the course and enhance user enjoyment; and

WHEREAS, the City Commission on February 12, 2018 awarded Buyboard Cooperative Purchasing Program proposal #529-17 to Greenscapes Six, LLC ("Greenscapes") for resurfacing of greens, sprigging, and bunker renovations at the L.E. Ramey Golf Course and authorized staff to negotiate a contract for same;

WHEREAS, the City and Greenscapes have worked to prepare a Contract for Professional Services between the City of Kingsville and Greenscapes Six, LLC for greens and bunker renovations at the L.E. Ramey Golf Course.

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 Services Agreement between the City of Kingsville and Greenscapes Six, LLC for L.E. Ramey Golf Course Greens and Bunker Renovation 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 _____ 8th day of _____ March, 2018.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney

GREENSCAPES SIX, LLC

SERVICES AGREEMENT

L.E. RAMEY GREENS AND BUNKER RENOVATION

WHEREAS: **CITY OF KINGSVILLE**, (hereinafter referred to as "OWNER"), a Texas home-rule municipal corporation, engages GREENSCAPES SIX, LLC (hereinafter referred to as "CONTRACTOR") to perform the "SERVICES" described in the "PROPOSAL" attached as Exhibit A to this Services Agreement.

PART I. SERVICES

- A. The scope and pricing of, and performance schedule for, the SERVICES is set forth on the PROPOSAL. The PROPOSAL has been executed by OWNER and CONTRACTOR, and shall be attached and is hereby made a part of this Services Agreement.
- B. After receiving and verifying the performance bond, payment bond, insurance, disclosure and conflict of interest documents, OWNER shall set a pre-construction meeting and shall authorize notice to proceed and CONTRACTOR shall commence work within [30] days of CONTRACTOR's receipt of the properly executed and signed PROPOSAL **[along with the initial project payment as outlined in the PROPOSAL]**.
- C. CONTRACTOR shall be responsible for the professional quality and timely completion of all SERVICES outlined and described in the Project Proposal and Project Specifications. If a conflict exists between the Project Proposal and/or the Project Specifications, the project Proposal will govern for the project.
- D. OWNER and CONTRACTOR have designated points of contact so that any issues or problems may be identified and resolved in the most efficient manner. The OWNER's contact is CHARLIE SOSA, and CONTRACTOR's contact is MIKE ARCHER.
- E. CONTRACTOR will hold periodic conferences with the OWNER or its representatives throughout the term of the project. CONTRACTOR will keep OWNER informed as to project progress on a regular basis.
- F. CONTRACTOR shall complete the SERVICES within [90] calendar days from the initial work date. Should the project be delayed by inclement weather or other circumstances outside of CONTRACTOR's reasonable control, one additional business day will be added to this agreement for each day so delayed. Each day of delay caused by stoppage of work or other failure to timely perform by OWNER

will result in an extension of one business day to the target completion date of this project. If the SERVICES are not completed within the time stipulated herein, the CONTRACTOR shall pay to the OWNER as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$200.00 for each calendar day of delay, until the work is completed. The CONTRACTOR and CONTRACTOR'S sureties shall be liable to the OWNER for the amount thereof.

- G. As a component of its SERVICES, CONTRACTOR will also make recommendations regarding the post-project care and maintenance of the work areas. OWNER should be aware that the long-term success of the project depends in large part upon OWNER'S adherence to the recommended care and maintenance.

PART II. OWNER'S RESPONSIBILITIES

- A. OWNER has directed the CONTRACTOR to provide SERVICES as outlined in the PROPOSAL.
- B. Prior to the commencement of the SERVICES, OWNER shall secure any permits needed to have the work performed.
- C. OWNER shall timely perform all of its obligations under this Services Agreement and the PROPOSAL.

PART III. CHANGE ORDERS

- A. The SERVICES may be amended or revised only via written Change Order, executed by OWNER and CONTRACTOR. The OWNER may at any time request changes to the PROPOSAL. If such changes cause an increase or decrease in the CONTRACTOR's cost of, or time required for, performance of any services under the PROPOSAL, an equitable adjustment shall be made and reflected in a properly executed Change Order.
- B. No SERVICES for which an additional compensation will be charged by the CONTRACTOR shall be furnished without a properly executed Change Order signed by OWNER prior to the start of the additional SERVICES.
- C. In the event that there are modifications and/or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and PROPOSAL shall be reflected in an appropriate Change Order.

PART IV. COMPENSATION TO CONTRACTOR

OWNER agrees to pay CONTRACTOR for SERVICES in accordance with the descriptions, definitions, terms and conditions as set forth herein and in PROPOSAL and Change Orders subsequently attached hereto.

PART V. PAYMENTS

CONTRACTOR will invoice OWNER on the 30th of each month, or upon the completion of the project, whichever comes first, in accordance with the terms and conditions of the PROPOSAL and/or Change Orders for Services. OWNER agrees to pay CONTRACTOR, within 30 days of receipt of CONTRACTORS's invoice, at **3727 Autumn Lane, Baytown, TX 77521**, the full amount of each such invoice less a 10% retainage upon receipt. In no event shall CONTRACTOR's failure to bill on the 30th of each month, constitute default under the terms and conditions of this Agreement. After final inspection and the acceptance by the OWNER of all SERVICES under the PROPOSAL, the CONTRACTOR shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of SERVICES at the applicable unit prices stipulated in the PROPOSAL. The total amount of the final payment due the CONTRACTOR under this AGREEMENT shall be the amount computed as described above less all previous payments. Before paying the final estimate, OWNER shall require the CONTRACTOR to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the PROPOSAL) and services to the CONTRACTOR. The OWNER may make payment in part or in full to the CONTRACTOR without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this AGREEMENT. Any amount due the OWNER under liquidated damages shall be deducted from the final payment due the CONTRACTOR.

PART VI. INSURANCE

CONTRACTOR agrees to maintain worker's compensation insurance to cover all of its own personnel engaged in performing services for OWNER under this Agreement. CONTRACTOR also agrees to maintain commercial liability insurance covering claims against CONTRACTOR for damages resulting from bodily injury, death or property damage from accidents arising in the course of services performed under this Agreement. OWNER shall be solely responsible for maintaining proper and adequate insurance coverage for its premises and its employees and representatives.

PART VII. MISCELLANEOUS

A. Late Payment

If OWNER fails to make any payment due CONTRACTOR for services, in accordance with Part V herein, within twenty days after receipt of CONTRACTORS's invoice, thereafter the amounts due CONTRACTOR shall include a charge at the rate of 1% per month starting on the tenth day past the due date, and in addition, CONTRACTOR may, after giving seven days written notice

to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services.

B. Attorney's Fees

In the event CONTRACTOR's invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then OWNER shall pay CONTRACTOR all costs of collection awarded by the court, including the reasonable and necessary attorney's fees allowed by law and court costs, in addition to other amounts due, all if ordered by the court.

C. Mediation

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party.

The parties shall share the mediator's fee and any filing fees equally. Each party shall be responsible for its own attorney's fees and any other fees or expenses not stated herein. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

D. The CONTRACTOR does not at the time of this AGREEMENT, nor will it during the course of this AGREEMENT, boycott Israel.

PART VIII. MODIFICATIONS

The written signature of both OWNER and CONTRACTOR shall be required to effect a Change Order or to otherwise amend, modify or extend the terms of this Agreement. Only Mike Archer or Joey Taylor, Managing Partners of CONTRACTOR, shall have the authority to execute such change or amendment on behalf of CONTRACTOR.

PART IX. ATTACHMENTS

Attachment 1- Project Specifications -Greens Dated March __, 2018,
-Bunkers Dated March __, 2018

Attachment 2- Project Proposal - Greens #2018-20101
- Bunkers #2018-20102

Attachment 3- Non Collusion Affidavit

Attachment 4- Certificate of Insurance

* * * * *

Executed as of the effective date set forth above:

GREENSCAPES SIX, LLC

BY: _____
Mike Archer

Managing Partner
Title

Authorized and accepted this _____ day of _____, 2018.

CITY OF KINGSVILLE, TEXAS

BY: _____
Jesús A. Garza

City Manager
Title

**Proposal**

Date:	2/1/2018
Proposal #	2018-20102
Customer #	2018-LERAM

Greenscapes Six

3727 Autumn Lane
Baytown, Texas 77521
Buyboard Vendor # 4582

Proposal For

LE Ramey
2522 E. Escondido
Kingsville, Texas 78363

Contact

Richard Flores
361-219-8008
rflores@cityofkingsville.com

LE Ramey Bunker Renovation

Bid Item	Bid Item Description	Quantity	Unit	Unit Price	Total
	Bunker Renovation				
1	Removing and Disposing of Existing Sand	40,000	Sq.Ft.	\$ 0.19	\$ 7,534.74
2	Salvaging Existing Sub-Surface Drainage Pipe	40,000	Sq.Ft.	\$ 0.16	\$ 6,278.95
3	Reconstitution of Bunker Cavity	40,000	Sq.Ft.	\$ 0.20	\$ 8,072.93
4	Installation of Salvaged Drainage Pipe and Fittings	40,000	Sq.Ft.	\$ 0.13	\$ 5,137.32
5	Installation and Compaction of Bunker Sand	40,000	Sq.Ft.	\$ 1.06	\$ 42,328.23
6	Finish Grading of Disturbed Areas	8,000	Sq.Ft.	\$ 0.16	\$ 1,255.79
7	Installation fo Sod in Disturbed Areas	8,000	Sq.Ft.	\$ 0.57	\$ 4,552.17

Sub Total \$ 75,160.13

Sales Tax

Other Comments
Invoices will be submitted at the completion of project or the end of the current month.
Payment will be made by the 15th of the following month
25% of each line item will be Invoiced upon acceptance of this proposal.
Due to variations in material pricing this proposal is valid for 30 days from date of this proposal.
BUNKER SAND LOCALLY SUPPLIED AT \$21.00/TON

Grand Total \$ 75,160.13


Greenscapes Six Representative

Client Representative

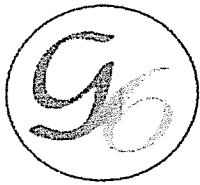


EXHIBIT A PAGE 2 OF 2

Proposal

Date:	2/1/2018
Proposal #	2018-20101
Customer #	2018-LERAM

Greenscapes Six

3727 Autumn Lane
Baytown, Texas 77521
Buyboard Vendor # 4582

Proposal For

LE Ramey
2522 E. Escondido
Kingsville, Texas 78363

Contact

Richard Flores
361-219-8008
rflores@cityofkingsville.com

Greens Renovation

Bid Item	Bid Item Description	Quantity	Unit	Unit Price	Total
	Greens Resurfacing				
1	Spray and Kill Existing Turf (By GC)	1	LS	\$ -	\$ -
2	Strip Dead Grass and 1" of Sand Material	115,000	SqFt	\$ 0.15	\$ 17,250.00
3	Till and Install 1" of Sand Material	115,000	SqFt	\$ 0.32	\$ 36,800.00
4	Till, Compact and Finish Grade Greens Surface	115,000	SqFt	\$ 0.22	\$ 25,300.00
5	Sprig Greens	115,000	SqFt	\$ 0.61	\$ 70,150.00

Sub Total \$ 149,500.00

Sales Tax \$ -

Grand Total \$ 149,500.00

Other Comments

Invoices will be submitted at the completion of project or the end of the current month.

Payment will be made by the 15th of the following month
25% of each line item will be Invoiced upon acceptance of this proposal.

Due to variations in material pricing this proposal is valid for 30 days from date of this proposal.

SAND IS LOCALLY SUPPLIED FOR \$21.00 per Ton

Greenscapes Six Representative

Client Representative

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

MIKE ARCHER

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

NONE

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

NONE

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes

☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes

☒ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☒ No

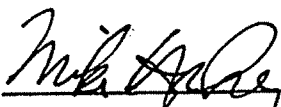
D. Describe each affiliation or business relationship.

NONE

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

NONE

7



Signature of person doing business with the governmental entity

2/22/18

Date

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS

)ss.

COUNTY OF CHAMBERS

MIKE ARCHER

(Name)

being duly sworn, deposes and says: that he is

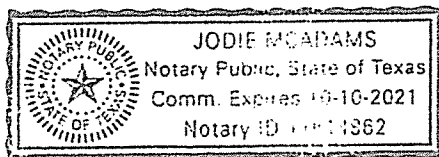
MANAGING PARTNER OF GREENSCAPES SIX, LLC


(State official capacity in firm)

the party making the foregoing proposal or bid, that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price or affiant of any other bidder, or to fix any overhead, profit or cost element of said bid price or that of any other bidder, or to secure any advantage against **CITY OF KINGSVILLE** **L.E. RAMEY GREENS AND BUNKER RENOVATION**, or any person interested in the proposed contract; and that all statements in said proposal are true.


(Signature of person submitting bid)

Subscribed and sworn to before me this **22ND** day of **FEBRUARY**,
2018, a Notary Public in and for said County.




(Notary Public)

My Commission Expires: 10/10/21

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J Smith Lanier & Co of Newnan Marsh & McLennan Agency, LLC P. O. Box 71429 Newnan, GA 30271-1429	CONTACT NAME:	
	PHONE (A/C, No, Ext): 770 683-1000	FAX (A/C, No): 770 683-1010
INSURED Greenscapes Six, LLC 4210 Cove Road Baytown, TX 77522	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ohio Security Insurance Company	NAIC #: 24082
	INSURER B: Ohio Casualty Insurance Company	24074
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	BKS1857813601	03/27/2017	03/27/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	BAS1857813601	03/27/2017	03/27/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000			USO185781361	03/27/2017	03/27/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	XWS1857813601	03/27/2017	03/27/2018	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(General Liability) Additional Insured and Waiver of Subrogation applies per Forms CG88100413- Commercial General Liability Extension and CG85830413.

(Auto Liability) Additional Insured and Waiver of Subrogation applies per Form CA88100110- Business Auto Coverage Enhancement Endorsement.

(Workers Comp) Waiver of Subrogation applies per Form WC420304B.

CERTIFICATE HOLDER

CANCELLATION

City of Kingsville
L.E. Ramey Golf Course
2522 E Escondido
Kingsville, TX 78363

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENDA ITEM #2

**City of Kingsville
Public Works**

TO: Mayor and City Commissioners

CC: Jesus A. Garza, City Manager

FROM: William Donnell, Public Works Director

DATE: March 5, 2018

SUBJECT: Budget Amendment Wastewater Collections Division

Summary:

This budget amendment allocates funding to the current year wastewater collections budget. The Wastewater Collections Division has a collapsed sewer main requiring contractor repairs.

Background:

In the area between E. Corral Ave and E. Santa Gertrudis Ave is a collapsed 12" sewer trunk line, flow is still moving but at a low volume. This line is 14' deep and has a 12" and a 20" water line on either side of the sewer main. Due to the depth and poor soil conditions this repair will require shoring and potential water line supports to make the needed repairs. A contractor is requested to perform the work due the hazards and the unknown time that it will take to make the repair.

Financial Impact:

This budget amendment for the Wastewater Collections Division will reallocate funding of \$33,333.00 from Unassigned Utility Fund Balance to 051-5-7003-54300 (\$33,333.00) for this unforeseen sewer main repair.

Recommendation:

Staff recommends approval of this budget amendment to cover this unforeseen sewer main repair expense.



ORDINANCE NO. 2018- _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2017-2018 BUDGET TO INCLUDE A SEWER LINE REPAIR.

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 2017-2018 budget be amended as follows:

**CITY OF KINGSVILLE
DEPARTMENT EXPENSES
BUDGET AMENDMENT**

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 051-Utility Fund					
Equity					
2		Unrestricted Fund Balance	61004		\$ 33,333
Expenses					
5-7003		Utility Plant	54300	\$ 33,333	

[To amend the City of Kingsville FY 17-18 Utility Fund Budget to include an unexpected and complicated repair to the sanitary sewer line south of the north wastewater treatment plant as per the attached memo from the Public Works Director.]

II.

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

III.

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

IV.

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

INTRODUCED on this the 8th day of March, 2018.

PASSED AND APPROVED on this the 26th day of March, 2018.

EFFECTIVE DATE: _____

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez, City Attorney