## AGENDA CITY COMMISSION

MONDAY, FEBRUARY 28, 2022 REGULAR MEETING

CITY HALL
HELEN KLEBERG GROVES COMMUNITY ROOM
400 WEST KING AVENUE
5:00 P.M.

Conference Line call: 1 (415) 655-0001 and when prompted type access code: 126 210 9951 #

**Live Videostream:** http://www.cityofkingsville.com/webex

I. Preliminary Proceedings.

**OPEN MEETING** 

INVOCATION / PLEDGE OF ALLEGIANCE — (Mayor Fugate)
MINUTES OF PREVIOUS MEETING(S)

Regular Meeting - February 14, 2022

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

1. Public hearing on request to rezone 6th, Block 9, Lot 25, also known as 616 E. Yoakum, Kingsville, Texas from C2 (Retail District) to R2A (Tiny Home District). Lauri Ramirez, applicant; Tuyet Pineda, owner. (Director of Planning & Development Services).

APPROVED BY

City Manager

Mark McLaughlin

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

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

Financial Advisor, Wastewater Treatment Plant, Water And Wastewater Rate Study Presentation, Golf Course, Library Summer Programs, Grants 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)

- 1. Motion to approve final passage of an ordinance amending the zoning ordinance by changing the zoning map in reference to Hoffman Addition, Block 7, Lots 17-19, also known as 200 block E. Miller, Kingsville, Texas from C4 (Commercial District) to R1 (Single-Family Residential District). (Director of Planning & Development Services).
- 2. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend funding from the Homeland Security Grant-Operation Lone Star #4385701 for police equipment. (Police Chief).
- 3. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate unspent grant funds for the purchase of medical equipment and supplies. (Fire Chief).
- 4. Motion to approve final passage of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 8, Section 3-Traffic Control Devices, providing for the authority to place a stop sign on Johnston Street at its intersection with 12<sup>th</sup> Street for eastbound traffic. (City Engineer).
- 5. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate ARP funding for Parks revenue replacement projects. (ball fields #4&6 sidewalks and splash pad holding tank repairs). (Parks Director).
- 6. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate ARP funding for golf course equipment. (Finance Director).

### **REGULAR AGENDA**

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

#### VI. Items for consideration by Commissioners.4

7. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to 6th, Block 9, Lot 25, also known as 616 E. Yoakum, Kingsville, Texas from C2 (Retail District) to R2A (Tiny Home District). (Director of Planning & Development Services).

- 8. Consider a resolution authorizing the Mayor to execute two Engineering Services Agreements with International Consulting Engineers for the Community Development Block Grant-Mitigation (DCBG-MIT) Program for drainage and sewer system improvements. (City Engineer).
- 9. Consider accepting donations from First Community Bank and Texas Community Federal Credit Union for scoreboard sponsorships at baseball fields in Dick Kleberg Park. (Parks Director).
- 10. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and scoreboard sponsorship donations from Texas Community Federal Credit Union and First Community Bank. (Parks Director).
- 11. Consider accepting donation from Christus Spohn-Kleberg for the Meet the Blues event. (Tourism Director).
- 12. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend the donation from Christus Spohn Kleberg for airshow promotional items. (Tourism Director).
- 13. Consider distribution of the allotment of sponsorship tickets and chalet options for Wings Over South Texas Air Show weekend. (Tourism Director).
- 14. Consider appointing five local businesspersons to Economic Development Grant Administrative Board for two-year terms. (City Manager).
- 15. Consider approving letter agreement with John & Dena Wuencshe for waterline extension for Paisano Creek Subdivision. (Public Works Director).
- 16. Executive Session: Pursuant to Section 551.072, Texas Government Code, Deliberations regarding Real Property Exception, the City Commission shall convene in Executive Session to discuss the purchase, exchange, lease, or value of real property as deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third party. (City Manager).

#### 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.
- 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.
- Items being considered by the Commission for action except citizen's comments to the Mayor and Commission, no comment at this point without 5 affirmative votes of the Commission.

#### NOTICE

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

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board located at City Hall, 400 West King Ave, of the City of Kingsville, Texas, a place convenient

and readily accessible to the general public at all times and said Notice was posted on the following date and time:

<u>February 24, 2022</u> at <u>4:00 P.M.</u> 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 following date and time:	om the official posting board at the Kingsville City Hall on the
By:	
City Secretary's Office	
City of Kingsville, Texas	

# MINUTES OF PREVIOUS MEETING(S)

#### **FEBRUARY 14, 2022**

A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, FEBRUARY 14, 2022 IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.

#### **CITY COMMISSION PRESENT:**

Sam R. Fugate, Mayor Hector Hinojosa, Commissioner Norma N. Alvarez, Commissioner Edna Lopez, Commissioner Ann Marie Torres, Commissioner

#### **CITY STAFF PRESENT:**

Mary Valenzuela, City Secretary Courtney Alvarez, City Attorney Kyle Benson, IT Manager Derek Williams, IT Juan J. Adame, Fire Chief Uchechukwu Echeozo, Director of Planning & Development Services Rudy Mora, Engineer Ricardo Torres, Police Chief Diana Gonzales, Director of Human Resources Bill Donnell, Public Works Director Deborah Balli, Finance Director Joseph Ramirez, Engineers Assistance Susan Ivy, Parks & Recreation Director Janine Reves, Tourism Director Charlie Sosa, Purchasing Manager Nicholas Daniels, Building Official Mary Ann Trejo, Code Enforcement Officer Kristina Phillips, Code Enforcement Officer

### I. Preliminary Proceedings.

#### **OPEN MEETING**

Mayor Fugate opened the meeting at 5:00 p.m. with all 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)

Mike Mora, Capital Improvements Manager

### Regular Meeting - January 24, 2022

Motion made by Commissioner Alvarez to approve the minutes of January 24, 2022, as presented, seconded by Commissioner Torres. The motion was passed and approved by the following: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

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

1. Public hearing on request to rezone Hoffman Addition, Block 7, Lots 17-19, also known as 200 block E. Miller, Kingsville, Texas from C4 (Commercial District) to R1 (Single-Family Residential District). William Dove & Associates LLC, applicant; Chuck Cramer, owner. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:02 P.M.

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

Mr. Uchechukwu Echeozo, Director of Planning & Development Services stated that a Planning and Zoning Commission meeting was held on January 26<sup>th</sup> where all members voted to approve the recommendation for a rezone of said property from C4 to R1. Letters were mailed out to neighbors; city staff received no feedback.

There being no further comments Mayor Fugate closed this public hearing at 5:04 P.M.

2. Public hearing on request to replat Hoffman Addition, Block 7, Lots 17-19, also known as 200 block E. Miller, Kingsville, Texas. William Dove & Associates LLC, applicant; Chuck Cramer, owner. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:04 P.M.

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

Mr. Echeozo stated that Planning and Zoning Commission met on January 26<sup>th</sup> where all members voted to approve the recommendation for a replat of said property. Letters were mailed out to neighbors; city staff received no feedback. This replat will enable the applicant to carry out housing development that complies with the emerging zoning.

Mayor Fugate asked how many houses would be built. Mr. Echeozo responded three homes.

There being no further comments Mayor Fugate closed this public hearing at 5:05 P.M.

3. Public hearing on request to replat Flato, Block 18, Lot E/2, also known as 602 W. Nettie, Kingsville, Texas. Luis E. Ramirez, applicant; LOK Investments, LLC, owner. (Director of Planning & Development Services).

Mayor Fugate read and opened this public hearing at 5:05 P.M.

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

Mr. Echeozo stated that the Planning and Zoning Commission met on January 26<sup>th</sup> where they voted to approve the recommendation for a replat of said property into three lots. Letters were mailed with staff receiving one feedback from a lady who needed clarification on certain aspects of the application. Another citizen had some concerns about the closeness of the proposed development to his property. He was advised to check at the building permit stage but usually, the relevant setbacks would be implemented.

There being no further comments Mayor Fugate closed this public hearing at 5:06 P.M.

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

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

Update, Police & Fire Reports; Streets Update; Public Works; Landfill Update, Building Maintenance, Construction Updates; Park Services - grant(s) update, miscellaneous park projects, Emergency Management, Administration —Workshop Schedule, Interlocal Agreements, Public Information, Health Department, Hotel Occupancy Report, Quiet Zone, SEP, Legislative Update, Proclamations, Employee Recognition, Health Plan Update, Tax Increment Zone Presentation, Main Street Downtown, Chapter 59 project, Financial Advisor, Wastewater Treatment Plant, Water, And Wastewater Rate Study Presentation, Golf Course, Library Summer Programs, Grants Update. No formal action can be taken on these items at this time."

Ms. Courtney Alvarez, City Attorney reported that the next City Commission meeting is scheduled for February 28, 2022. The deadline for staff to submit their agenda items is February 18, 2022. Ms. Alvarez further stated that as per the City Manager's recommendation, he would like for no discussion or action to be taken on agenda item #16 as he would like to be in attendance for this discussion and let the Commission know about his selection process. She further mentioned the following events: City office closed on Monday, February 21<sup>st</sup> in observance of President's Day; Trash-Off scheduled for March 26<sup>th</sup>; and Wings Over South Texas (Blue Angels) April 2<sup>nd</sup> and April 3<sup>rd</sup>.

Mr. Echeozo gave an update/presentation on Code Enforcement. He stated that the Code Enforcement goals are to make the City of Kingsville a safer and cleaner place to live, through a cooperative effort between the city and its citizens. To provide prompt, courteous, and professional service. To gain willing compliance through the voluntary effort of citizens. Current concentration areas are high grass/weeds, junked vehicles, outside placement, trash out too early, illegal dumping, and dilapidated fences and structures. He further stated that two structures were demolished last week. There are three demolished scheduled for March 1st and two condemnations complete and ready for City Commission approval. There is one property pending with the Historical Development Board. There are 94 properties with absentee owners to which there is a need for an ordinance to address vacant properties. The resource challenge is that the city currently has only two Code Officers addressing a city of about 26,000 population, with a building inspector assisting periodically. The department has two filed operators but is down to one. He further stated that this division is in dire need of extra help.

Mayor Fugate commented that he appreciates the hard work that the Code Enforcement Division does. He further asked how many notices are sent out to residents?

Ms. Kristina Phillips, Code Enforcement Officer responded that due to COVID letters cannot be sent out as they are not getting signatures on certified mail which is required by law to continue the abatement process. What they are having to do is placard properties. After the property is placard then a letter can be sent. She stated that her department does about 50 letters per week and average about 25 cleanups per week. On peak season the average is about 40 cleanups per week.

Commissioner Alvarez asked for the protocol on taking out the rollout for sanitation services.

Ms. Phillips commented that rollouts can be placed out for service the night before the scheduled services date or before 7:00 a.m. on the scheduled day for service. The rollout would also need to be brought back in before 7:00 p.m. on the day of service.

Mr. Bill Donnell, Public Works Director gave a brief update on the streets. He stated that to add to the question about rollouts, if a citizen puts their rollout out on the street on a non-scheduled time and it gets damaged, it's on the property owner. If the rollout is out on the day for service and gets damaged by a vehicle, the city will be forgiven for that. The

cost for a damaged rollout is \$95. Mr. Donnell continued with his presentation of the streets. He stated that two blocks on 9<sup>th</sup> street were sealed today and will continue tomorrow. The streets that are being prepared for seal coating are Mesquite and Avenue D from 6<sup>th</sup> to 14<sup>th</sup> Street. While this is going on, work orders for patching and mowing are still being taken care of. He further stated that staff is sweeping in Zone 7 with curb and gutter cleaning. Staff is also checking stop signs and trimming blind spots. Brush zone 3 was just started and once Zone 4 is started staff will schedule the demolishing of 1205 E. King. Mr. Donnell stated that the new Recycle Center located at Public Works should be up and running within about two weeks. Public service announcements will be made to notify the community of the new location.

Commissioner Torres commented that she recently visited a site where the patching of potholes was taking place. She hadn't realized the steps that needed to be taken for patching a pothole. Commissioner Torres further thanked city staff for their excellent work.

Deborah Balli, Finance Director stated that the Quarterly Report and Investment Report will be handed to the City Commission at the next City Commission meeting as the City Manager likes to make the presentation on those reports. She further reported that the Auditors have started their work and are 100% working on the city's audit. Mrs. Balli stated that a 30-day extension will probably be requested on a timeline from GFOA.

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

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

Mrs. Mary Valenzuela, City Secretary read the following public comment submitted by Mr. Lance Hamm, 912 South Creek, Kingsville, TX.: To All Kingsville and Kleberg County Traffic Safety Stakeholders including Kingsville City Commissioners, Mayor, and other City Officials; Hello to all. The time to act is coming up at the Kingsville City Commission meeting on 14Feb2022 and subsequent February/March meetings. I am hoping that, after all the talk about saving lives on US77, the Kingsville City Commissioners will have a first reading and then pass a city ordinance at the second reading for a regulatory speed limit of 45mph (maximum) on all US77 service/frontage roads, during construction and after construction has completed, within the Kingsville city limits. As previously discussed, and as the TxDOT documents have shown, a city has the authority to establish construction regulatory speed limits (and cities are "encouraged" to do so). Please, Commissioners, act to save lives and act on the mayor's (publicly stated) proposal to set 45mph as the regulatory speed limit on US77 frontage roads. Thank you all for your service to our community. Respectfully, Lance D. Hamm, Citizen Traffic Safety Advocate, 912 South Creek, Kingsville, TX.

### V. <u>Consent Agenda</u>

### Notice to the Public

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

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

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

Motion made by Commissioner Lopez to approve the consent agenda as presented, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate ARP funding for Tourism revenue replacement projects. (for Wings Over South Texas Air Show on April 2-3, 2022 and wayfinding signs). (Tourism Director).

### **REGULAR AGENDA**

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

- VI. Items for consideration by Commissioners.4
  - 2. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Hoffman Addition, Block 7, Lots 17-19, also known as 200 block E. Miller, Kingsville, Texas from C4 (Commercial District) to R1 (Single-Family Residential District). (Director of Planning & Development Services).

Introduction item.

3. Consider replat of Hoffman Addition, Block 7, Lots 17-19, also known as 200 block E. Miller, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Lopez to approve the replat of Hoffman Addition, Block 7, Lots 17-19, also known as 200 block E. Miller, Kingsville, Texas, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

4. Consider replat of Flato, Block 18, Lot E/2, also known as 602 W. Nettie, Kingsville, Texas. (Director of Planning & Development Services).

Motion made by Commissioner Alvarez to approve the replat of Flato, Block 18, Lot E/2, also known as 602 W. Nettie, Kingsville, Texas, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

- 5. Consider a resolution authorizing application to, administration of, and acceptance of Office of the Governor, Public Safety Office, Criminal Justice Division's Criminal Justice Grant Program, FY2023; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).
- Mr. Ricardo Torres, Chief of Police stated that the Kingsville Police Department is applying for an Eagle One Dispatch Console that is custom-built on-site. The console has an adjustable work surface with Axys Control System with fan, heat, task lighting in the amount of \$20,159.51. The grant does not require a cash match.

Motion made by Commissioner Lopez to approve the resolution authorizing application to, administration of, and acceptance of Office of the Governor, Public Safety Office, Criminal Justice Division's Criminal Justice Grant Program, FY2023; authorizing the Chief of Police to act on the City's behalf with such program, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

6. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend funding from the Homeland Security Grant-Operation Lone Star #4385701 for police equipment. (Police Chief).

Chief Torres stated that the Kingsville Police Department was awarded a grant of \$248,696.03 to provide equipment and supplies in support of Operation Border Star activities. The grant is a reimbursement type and does not require any cash match.

Introduction item.

7. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate unspent grant funds for the purchase of medical equipment and supplies. (Fire Chief).

Mr. Juan J. Adame, Fire Chief stated that this item is for approval to carry over surplus funds from a grant from the Coastal Bend Regional Advisory Council for \$8,363. This grant will be used to purchase medical equipment and supplies.

Introduction item.

8. Consider awarding request for qualification (RFQ #22-10) for professional engineering services for drainage improvements at Paulson Falls Subdivision as per staff recommendation and authorize staff to negotiate a contract for same. (City Engineer).

Mr. Rudy Mora, City Engineer stated that on January 25, 2022, the city received responses to Request for Qualifications (RFQ) for engineering services for drainage improvements at Paulson Falls Subdivision that will be financed through the Texas Water Development Board, if funding is awarded to the city. The RFQ needs to be awarded and a contract negotiated with the engineering firm. The city received one Statement of Qualification which was from International Consulting Engineers (ICE). The Evaluation Committee reviewed the Statement of Qualification and recommends the RFQ be awarded to ICE. Once done awarding professional engineering services, the next step is to negotiate a contract.

Motion made by Commissioner Alvarez to approve awarding request for qualification (RFQ #22-10) for professional engineering services for drainage improvements at Paulson Falls Subdivision as per staff recommendation and authorize staff to negotiate a contract for same, seconded by Commissioner Lopez and Commissioner Torres. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".

9. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 8, Section 3-Traffic Control Devices, providing for the authority to place a stop sign on Johnston Street at its intersection with 12<sup>th</sup> Street for eastbound traffic. (City Engineer).

Mr. Mora stated that Lamar Elementary has been closed since June 2009. On the south side of the school is an existing one-way street that begins at the intersection of 12<sup>th</sup> Street and E. Johnston Ave. due west to the intersection with 11<sup>th</sup> Street then is due south and ends at the intersection of 11<sup>th</sup> Street and E. Doddridge Ave. When the school was in service, a one-way flow of traffic was deemed safer for the public. In the time since the school has been closed, the public has been using the road for two-way traffic. The proposed ordinance change will allow the ordinance to mirror actual usage and enhance safety by adding a stop sign. Mr. Mora further stated that this ordinance will change the traffic flow on existing one-way streets into two-way streets. If the ordinance is approved the Streets Division will need to remove the existing One-Way sign at the intersection of 12<sup>th</sup> Street and E. Johnston Ave., remove the Do Not Enter sign at the

intersection of 11<sup>th</sup> Street and E. Doddridge Ave., and install a new stop sign at the intersection of 12<sup>th</sup> Street and E. Johnston Ave. for eastbound traffic.

Introduction item.

## 10. Consider authorizing expenditure of ARPA Loss of Revenue Funds for park projects. (ball fields #4&6 sidewalks and splash pad holding tank repairs). (Parks Director).

Mrs. Susan Ivy, Parks Director stated that this is a request for use of ARPA funds authorized by loss of revenue calculations for the Parks & Recreation Department during COVID closures. Calculations prepared by the Finance Director total \$92,753.00. Staff is asking for up to \$41,105.38 to install sidewalks at the newly renovated Ball Fields #4 and #6 and to replace the failed holding tank at the Splash Pad located at Flores Park. The sidewalks at the ball fields were not a part of the grant as they don't provide recreation but are necessary to comply with TDLR Handicap Accessibility regulations. The Splash pad Tank failed for unknown reasons and is not under warranty, so the responsibility lies with us to replace and repair it. Mrs. Ivy further stated that they also may be able to get some of the digging out of the tank done inhouse which could save some funds as well. For these reasons, staff is asking for a \$5,000.00 cushion in funding approval which if not spent on the splash pad repair would be used for other projects approved in future requests. These expenditures would not affect General Fund and would expend up to \$41,105.38 of ARPA Loss of Revenue funds for Parks & Recreation.

Commissioner Torres asked if sidewalks would be built near fields? Mrs. Ivy responded that sidewalks would go from the dugout, pass the bleachers, and onto the handicap parking area.

Motion made by Commissioner Lopez to authorize expenditure of ARPA Loss of Revenue Funds for park projects. (ball fields #4&6 sidewalks and splash pad holding tank repairs), seconded by Commissioner Torres. The motion was passed and approved by the following vote: Lopez, Torres, Hinojosa, Alvarez, Fugate voting "FOR".

11. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate ARP funding for Parks revenue replacement projects. (ball fields #4&6 sidewalks and splash pad holding tank repairs). (Parks Director).

Introduction item.

## 12. Consider authorizing the purchase of John Deere mowing equipment for the Golf Course from Austin Turf and Tractor via BuyBoard as per staff recommendation. (use ARP funds) (Purchasing Manager).

Mr. Charlie Sosa, Purchasing Manager stated that this item authorizes the purchase of a new miscellaneous John Deer Mower Equipment for the Golf Course from Austin Turf and Tractor. The existing mower is 5 plus years old and has been in for repairs frequently. Funds are available through a budget amendment to the General Fund with ARP funds of which \$224,141.53 are available. It is staff's recommendation to purchase this equipment from Austin Turf and Tractor through BuyBoard Purchasing Cooperative Contract #611-20 for the City of Kingsville Parks Department.

Ms. Courtney Alvarez, City Attorney stated that there is an increase of a little over \$3,000 for this purchase, from the time this item was posted on the agenda.

Motion made by Commissioner Alvarez to authorize the purchase of John Deere mowing equipment for the Golf Course from Austin Turf and Tractor via

BuyBoard as per staff recommendation. (use ARP funds), seconded by Commissioner Lopez.

Commissioner Torres asked if this had a warranty? Mr. Sosa responded yes.

The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

13. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate ARP funding for golf course equipment. (Finance Director).

Introduction item.

### 14. Consider authorizing staff to proceed with identifying funding sources for water meter replacement project. (Finance Director).

Mrs. Deborah Balli, Finance Director stated that it has been identified that replacing our current water meters is necessary due to the failure rate and the remaining life expectancy of the current meters. Finance has located several companies that have a product that will be more closely reviewed, and their replacement costs will be determined. There are several funding sources that staff plans on looking into such as the Texas Water Development Board, grant opportunities, and the use of \$1 million of ARP funding. Mrs. Balli further stated that once staff receives authorization to begin searching for funding for the project, staff will move forward to identify the company with the best product for the city, determine its cost, and identify funding sources available.

Motion made by Commissioner Torres to authorize staff to proceed with identifying funding sources for water meter replacement project, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Torres, Fugate voting "FOR".

## 15. Consider out of state travel to Mobile, Alabama for Mayor and City Manager to attend USS Kingsville keel-laying with travel from February 22-24, 2022. (City Manager).

Mayor Fugate commented that although he would have liked for all the Commission members to attend this important event, the U.S. Navy has limited the number of attendees, which would only allow the Mayor and City Manager to attend.

Commissioner Hinojosa asked if the travel would be reimbursed by the U.S. Navy. Mayor Fugate responded no.

Motion made by Commissioner Alvarez to approve out of state travel to Mobile, Alabama for Mayor and City Manager to attend USS Kingsville keel-laying with travel from February 22-24, 2022, seconded by Commissioner Torres. The motion was passed and approved by the following vote: Alvarez, Lopez, Torres, Hinojosa, Fugate voting "FOR".

### 16. <u>Consider appointing five local businesspersons to Economic Development</u> Grant Administrative Board for two-year terms. (City Manager).

No discussion or action was taken on agenda item #16.

### 17. Consider amending January 2022 minutes to add a document as exhibit one. (Commissioner Lopez).

Mrs. Mary Valenzuela, City Secretary stated that she needed some direction from the City Commission on whether the email received by Mr. Lance Hamm dated back

January 8, 2022, would be added to the minutes of January 10<sup>th</sup> or January 24<sup>th</sup> in its entirety.

Mayor Fugate and Commissioner Lopez both stated that the entire email received from Mr. Hamm dated January 8<sup>th</sup> was to be included in the minutes of January 10, 2022, as Exhibit One.

Motion made by Commissioner Alvarez to amend the January 10, 2022 minutes to add a document as exhibit one, seconded by Commissioner Lopez. The motion was passed and approved by the following vote: Torres, Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

### VI. Adjournment.

There being no further business to come before the City Commission, the meeting was adjourned at 5:46 P.M.

	Sam R. Fugate, Mayor
ATTEST:	

## **PUBLIC HEARING(S)**

## **PUBLIC HEARING #1**

Pub. Hra

Planning and Development Services 410 W King Kingsville, TX 78363 PH: 361-595-8093



### **MEMO**

Date:

February 17, 2022

To:

Mark McLaughlin (City Manager)

From:

Uche Echeozo (Director of Planning and Development Services)

Subject: Lauri Ramirez, applicant; Tuyet Pineda, owner; requesting the rezone of 6<sup>th</sup>, BLOCK 9, LOT 25 also known as 616 E Yoakum, Kingsville, Texas from C2 (Retail) to R2A.

The Planning and Zoning Commission meeting held as scheduled this evening, February 16, 2022, with 4 members in attendance.

Members deliberated over the issue of granting approval for a rezone to enable the applicant to carry out housing development that complies with the special zoning district created to take care of tiny lots that exists within the city – R2A. Letters were sent out to neighbors and the City received no feedback. Commissioners, after deliberations, voted to approve the recommendation for a rezone of the said property to R2A. A recorded vote of all members present was taken and Commissioners Mike Klepac, Idotha Battle, Larry Garcia, and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 6.10p.m.

Thank you.

**Uche Echeozo** 

Director of Planning and Development Services Planning and Development Services 410 W King Kingsville, TX 78363 PH: 361-595-8093



### **MEMO**

Date:

February 2, 2022

To:

Planning and Zoning Commission Members

From:

Uche Echeozo (Director of Planning and Development Services)

Subject: Lauri Ramirez, applicant; Tuyet Pineda, owner; requesting the rezone of 6th, BLOCK 9,

LOT 25 also known as 616 E Yoakum, Kingsville, Texas from C2 (Retail) to R2A

The applicants approached the department because they wanted to re-zone the existing property (6<sup>th</sup>, BLOCK 9, LOT 25) from C2 (Retail) to R2A. R2A is a special zoning district created to take care of tiny lots that exists within the city, suitable for Tiny Homes that have a square footage of between 200 and 1000 square feet.

Looking at the zoning of properties immediately surrounding the subject property, a C2 (Retail) zoning classification is discernable. The C2 zoning district allows for residential use in all its forms (RI, R2 etc) except for R2A. This is one of those situations that would be subject to review when the zoning Ordinance comes up for review. It appears the R2A was not included as a permitted use within the C2 district because it was a subsequent creation and was not integrated with the original zoning text.

Consequently, this application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since this will encourage infill development that would provide suitable housing for residents of Kingsville.

Thank you.

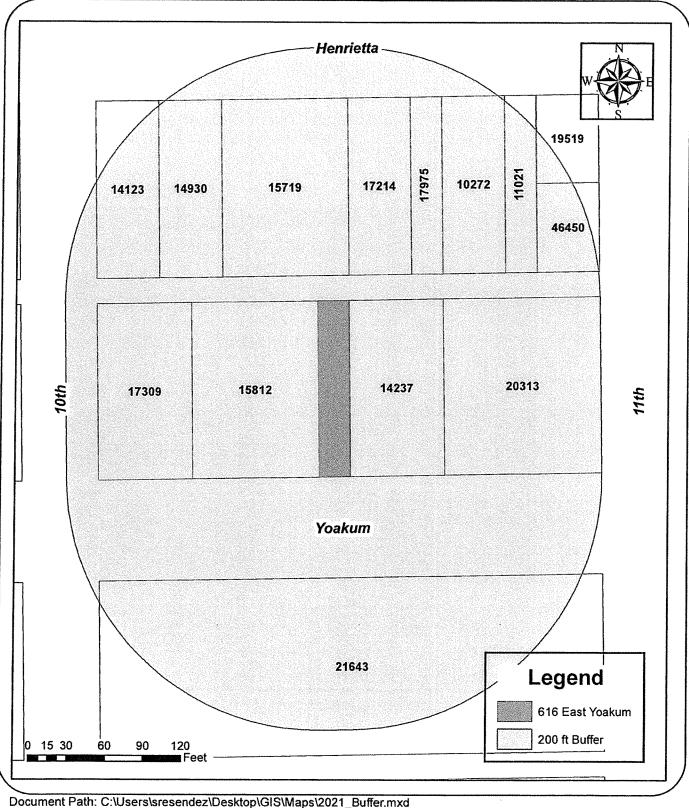
Uche Echeozo

Director of Planning and Development Services

## CITY OF KINGSVILLE PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)		
Project Address <u>616 East Yoakum Ave</u>	Nearest Intersection E Yoakum Ave and N	10th St
(Proposed) Subdivision Name	LotBlock	
Legal Description: 6 <sup>th</sup> , Block 9, Lo + 2	25	
	Future Land Use Plan Designation R2A T	iny Home
OWNER/APPLICANT INFORMATION: (Please PRINT or	TYPE)	
Applicant/Authorized Agent Lauri Ramirez	Phone 210-381-8922 FAX	·
Email Address (for project correspondence only): lauri.r	riles67@gmail.com	·
Mailing Address 6711 Munich Rd Cit	y San Antonio State Texas	Zip_78256
Property Owner Tiyet Pineda	Phone 210-659-3407 FAX	
Email Address (for project correspondence only): Lee@	pinedamail.com	
Mailing Address 8526 Pegasus Dr	City Selma State Texas	Zip_78154
Select appropriate process for which approval is sough	t. Attach completed checklists with this ap	plication.
Annexation RequestNo Fee	Preliminary Plat	Fee Varies
Annexation RequestNo Fee Administrative Appeal (ZBA)\$250.00	Preliminary Plat Final Plat	
	Preliminary Plat _Final Plat Minor Plat	Fee Varies
Administrative Appeal (ZBA)\$250.00	Final Plat	Fee Varies \$100.00
Administrative Appeal (ZBA)\$250.00Cømp. Plan Amendment Request\$250.00	Final Plat Minor Plat	Fee Varies \$100.00 \$250.00
Administrative Appeal (ZBA)\$250.00Comp. Plan Amendment Request\$250.00Re-zoning Request\$250.00	Final Plat Minor Plat Re-plat	Fee Varies \$100.00 \$250.00 \$50.00
Administrative Appeal (ZBA)\$250.00Cømp. Plan Amendment Request\$250.00Re-zoning Request\$250.00SUP Request/Renewal\$250.00	Final Plat Minor Plat Re-plat Vacating Plat	Fee Varies \$100.00 \$250.00 \$50.00 \$100.00
Administrative Appeal (ZBA)\$250.00Comp. Plan Amendment Request\$250.00Re-zoning Request\$250.00SUP Request/Renewal\$250.00Zoning Variance Request (ZBA)\$250.00	Final PlatMinor PlatRe-platVacating PlatDevelopment PlatSubdivision Variance Request_	Fee Varies \$100.00 \$250.00 \$50.00 \$100.00
Administrative Appeal (ZBA)\$250.00Comp. Plan Amendment Request\$250.00Re-zoning Request\$250.00SUP Request/Renewal\$250.00Zoning Variance Request (ZBA)\$250.00PUD Request\$250.00  Please provide a basic description of the proposed projection.	Final PlatMinor PlatRe-platVacating PlatDevelopment PlatSubdivision Variance Request_	Fee Varies \$100.00 \$250.00 \$50.00 \$100.00
Administrative Appeal (ZBA)\$250.00Comp. Plan Amendment Request\$250.00Re-zoning Request\$250.00SUP Request/Renewal\$250.00Zoning Variance Request (ZBA)\$250.00PUD Request\$250.00  Please provide a basic description of the proposed projection.	Final PlatMinor PlatRe-platVacating PlatDevelopment PlatSubdivision Variance Requestiect: to residential to be better able sell it.  uthorized agent of the owner for the purxamined this application and know the	Fee Varies \$100.00 \$250.00 \$50.00 \$100.00 \$25.00 ea
Administrative Appeal (ZBA)\$250.00Comp. Plan Amendment Request\$250.00Re-zoning Request\$250.00SUP Request/Renewal\$250.00Zoning Variance Request (ZBA)\$250.00 _PUD Request\$250.00  Please provide a basic description of the proposed proj I am looking to sell this property. Iwould like to rezone the lot	Final PlatMinor PlatRe-platVacating PlatDevelopment PlatSubdivision Variance Request_ iect: to residential to be better able sell it.  uthorized agent of the owner for the pure examined this application and know the end on this application is incorrect the periods.	Fee Varies
Administrative Appeal (ZBA)\$250.00Comp. Plan Amendment Request\$250.00Re-zoning Request\$250.00SUP Request/Renewal\$250.00Zoning Variance Request (ZBA)\$250.00PUD Request\$250.00  Please provide a basic description of the proposed proj I am looking to sell this property. Iwould like to rezone the lot  I hereby certify that I am the owner and /or duly a application. I further certify that I have read and e true and correct. If any of the information provide approval may be revoked.	Final PlatMinor PlatRe-platVacating PlatDevelopment PlatSubdivision Variance Request  iect: to residential to be better able sell it.  uthorized agent of the owner for the puricamined this application and know the ed on this application is incorrect the pe	Fee Varies
Administrative Appeal (ZBA)\$250.00Cømp. Plan Amendment Request\$250.00Re-zoning Request\$250.00SUP Request/Renewal\$250.00Zoning Variance Request (ZBA)\$250.00 _PUD Request\$250.00  Please provide a basic description of the proposed proj I am looking to sell this property. Iwould like to rezone the lot  I hereby certify that I am the owner and /or duly a application. I further certify that I have read and e true and correct. If any of the information provide approval may be revoked.  Applicant's Signature	Final PlatMinor PlatRe-platVacating PlatDevelopment PlatSubdivision Variance Request	Fee Varies

### 200 ft Buffer Map of 616 East Yoakum



P.	Drawn By: Planning Department	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS.	3.4	CITY OF KINGSVILLE PLANNING DEPARTMENT
	Last Update: 1/21/2022	THE CITY OF KINGSVILLE IS NOT	estion T	410 West King
— σ	Note:	RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	Kingsville	Kingsville, Texas 78363 Office: 361-595-8055

N/A #14123

DOHERTY REVOCABLE TRUST RAYMOND L DOHERTY (TR) PO BOX 10301 HOUSTON, TX 77206 #17214

> ESTRADA SAN JUANA 228 N CR 1026 KINGSVILLE, TX 78363 #19519, 46450, 20313

SILGUERO JOSE ROBERTO 509 E AVE D KINGSVILLE, TX 78363-3815 #14237 ALEGRIA MARTHA C 603 1/2 E HENRIETTA AVE KINGSVILLE, TX 78363-4643 #14930

CANALES JOSE E EST 625 E HENRIETTA AVE KINGSVILLE, TX 78363-4643 #17975, 10272

ARCE HILARIO ESTATE % ALONZO D ARCE 4219 SPIRAL CRK SAN ANTONIO, TX 78238-3617 #17309

KRUEGER MICHAEL J PO BOX 1538 KINGSVILLE, TX 78364-1538 #21643 SUAZO FRANCISCO 615 E AVE A KINGSVILLE, TX 78363 #15719

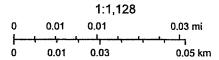
VILLARREAL JOSEPH RAMOS 627 E HENRIETTA AVE KINGSVILLE, TX 78363-4643 #11021

SAENZ MARGARITA SALINAS 560 N COUNTY ROAD 1050 KINGSVILLE, TX 78363-8833 #15812

### 616 E Yoakum



January 10, 2022



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

### **Kleberg CAD**

### **Property Search > 23377 PINEDA TUYET for** Year 2022

Tax Year: 2022 - Values not available

**Property** 

Account Property ID:

23377

Legal Description: 6TH, BLOCK 9, LOT 25

Geographic ID:

100800925000192

Zoning:

Type:

Real

Agent Code:

Property Use Code:

Property Use Description:

Location

Address:

616 E YOAKUM

Mapsco:

Neighborhood:

Neighborhood CD:

Map ID:

C1

**Owner** 

Name:

PINEDA TUYET

Owner ID:

55723

Mailing Address:

**ETAL** 

% Ownership:

100.0000000000%

8526 PEGASUS DR

SELMA, TX 78154-3420

Exemptions:

### **Values**

<ul><li>(+) Improvement Homesite Value:</li><li>(+) Improvement Non-Homesite Value:</li></ul>	+	N/A N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
	they dark has been also also take the first had like the labe with take the		
(=) Market Value:	=	N/A	
(–) Ag or Timber Use Value Reduction:		N/A	
	*****		
(=) Appraised Value:	=	N/A	
(–) HS Cap:	-	N/A	

RESIDENTIAL USE							
Lot Size	R1	R2	R2A	R3	R4	мн	Ag
Minimum lot area, sq.ft.	5,500	2,500	2,000 4	6,000	6,000	5 acres	10 acres
Minimum lot area per unit, sq.ft.	5,500	2,500	2,000	1,000	1000	3,000	10 acres
Minimum open space per unit, sq. ft.	0	0		4,001	4,001	0	0
Minimum lot width, ft. (measured at the setback line)	50	25	15	50	50	25	300
Setback; Lots							
Principal Uses:							
Front yard, ft.	20	20	20 <sup>5</sup>	20	20	20	
Side yard (interior), ft.	5	5	5	5	5	5	
Side yard (on street), ft.	10	10	5	10	10	10	10
Rear yard, ft.	10	10	5 <sup>5</sup>	10	10	10	
Accessory Uses:							
Front yard, ft.	20	20	20	20			

RESIDENTIAL USE							
Lot Size	R1	R2	R2A	R3	R4	МН	Ag

<sup>&</sup>lt;sup>5</sup> The front 20 feet setback can be used for parking and the front porch and the rear yard setback can be used for a porch.

### **NEWS**

### KISD schools get good financial report at meeting

At Tuesday night's KISO board meeting, the school board received good news in reference to the financial state of the district.

ing August 31, 2021, Kingsville 1SO's General Fund showed a Fund Balance in-crease of \$2,730,210, which ate of the district. gives an ending Fund Bal-For the Fiscal Year end-ance of \$8938,388.

We attribute the healthy fund balance to the mind-set of 'controlling what we can control" said Dr. Cis-sy-Reynolds Perez, KISD Superintendent of Schools expenditures

things such as conserva-tive revenue projections, conservative budgeting, effective management of

were successfully awarded. With the continued sup-port of the Board, Kings-

in order to remain compet-tive with salaries and im-prove district facilities."

#### Parade CONTINUED FROM



#### PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, February 16, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Lauri Ramirez, applicant; Tuyet Pineda, owner; requesting the rezone of 6th, BLOCK 9, LOT 25 also known as 616 East Yoakum, Kingsville, Texas. from C2 (Retail) to R2A (Tiny Home). The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

#### **PUBLIC HEARING NOTICE**

The City Commission of the City of Kingsville will hold a Public Hearing Monday, February 28, 2022 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard: Lauri Ramírez, applicant; Tuyet Pineda, owner; requesting the rezone of 6th, BLOCK 9, LOT 25 also known as 616 East Yoakum, Kingsville, Texas. from C2 (Retail) to R2A (Tiny Home). The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items the agenda, please contact the City Secretary at (361) 595-8002

(361) 595-5700

(361) 595-7171







TTY to Voice: 7-1-1

or 1-800-735-2989

ORDINANCE #2022-
------------------

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO 6TH, BLOCK 9, LOT 25, ALSO KNOWN AS 616 E. YOAKUM, KINGSVILLE, TEXAS, FROM C2 (RETAIL DISTRICT) TO R2A (TINY HOME DISTRICT); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN: AND PROVIDING FOR PUBLICATION.

**WHEREAS**, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Lauri Ramirez, applicant for owner Tuyet Pineda, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, February 16, 2022 during a meeting of the Planning and Zoning Commission, and on Monday, February 28, 2022 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, the item was APPROVED with a 4-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

**WHEREAS**, the City Commission has determined that this amendment would best serve public health, necessity, and convenience and the general welfare of the City of Kingsville and its citizens.

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

**SECTION 1.** That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of 6th, Block 9, Lot 25, also known as 616 E. Yoakum, Kingsville, Texas, from C2-Retail District to R2A-Tiny Home District, as more specifically described on the Zone Change Map, attached as Exhibit A.

**SECTION 2.** That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

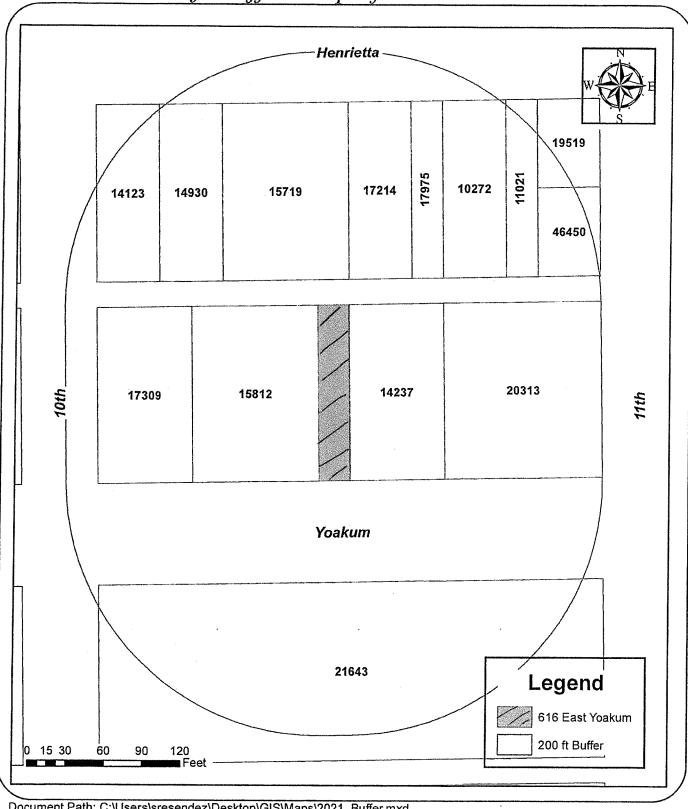
**SECTION 3.** That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

**SECTION 4.** That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

**SECTION 5.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

<b>SECTION 6.</b> That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.
NTRODUCED on this the <u>28th</u> day of <u>February</u> , 2022.
PASSED AND APPROVED on this the <u>14th</u> day of <u>March</u> , 2022.
Effective Date:
THE CITY OF KINGSVILLE
Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary
APPROVED:
Courtney Alvarez, City Attorney

### 200 ft Buffer Map of 616 East Yoakum



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\2021\_Buffer.mxd

Page 1/1	Drawn By: Planning Department Last Update: 1/21/2022 Note:	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	Kingsville	CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055
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## **AGENDA ITEM #1**

## **CONSENT AGENDA**

Action Ite

Planning and Development Services 410 W King Kingsville, TX 78363 PH: 361-595-8093



### **MEMO**

Date:

January 26, 2022

To:

Mark McLaughlin (City Manager)

From:

Uche Echeozo (Director of Planning and Development Services)

Subject:

t: William Dove & Associates LLC, applicant; and Chuck Cramer owner; requesting the rezone of HOFFMAN ADDITION BLOCK 7, LOT 17 - 19; also known as 200 Block E. Miller, Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential).

The Planning and Zoning Commission meeting held as scheduled this evening, January 26, 2022, with 6 members in attendance.

Members deliberated over the issue of granting approval for a rezone of HOFFMAN ADDITION BLOCK 7, LOT 17 – 19 to enable the applicant to carry out housing development. Letters were sent out to neighbors and the City received no feedback. Commissioners, after deliberations, voted to approve the recommendation for a rezone of the said property from C4 (Commercial) to R1 (Single-Family Residential). A recorded vote of all members present was taken and Commissioners Bill Aldrich, Debbie Tiffee, Idotha Battle, Brian Coufal, Larry Garcia and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 6.30p.m.

Thank you.

Uche Echeozo

Director of Planning and Development Services Planning and Development Services 410 W King Kingsville, TX 78363 PH: 361-595-8093



### **MEMO**

Date:

December 22, 2021

To:

Planning and Zoning Commission Members

From:

Uche Echeozo (Director of Planning and Development Services)

Subject:

t: William Dove & Associates LLC, applicant; and Chuck Cramer owner; requesting the rezone of HOFFMAN ADDITION BLOCK 7, LOT 17 - 19; also known as 200 Block E. Miller,

Kingsville, Texas from C4 (Commercial) to R1 (Single-Family Residential)

The applicants approached the department because they wanted to re-zone the existing property (HOFFMAN ADDITION BLOCK 7, LOT 17 – 19) from C4 (Commercial) to R1 (Single-Family Residential).

A look into history revealed the property was originally zoned R1(Single-family Residential) prior to 03/10/2014 when the City Commission passed a resolution to rezone the property to C4 to facilitate an extension of a car lot/auto sales shop that occupied the property adjoining the subject property known as 1330 S 6t Street. It appears the said extension never took place, and the current situation is that of an empty lot with traces of concrete pads establishing relics of an old Mobile Home Park (way back in the day).

Consequently, this application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since this will encourage infill development that would provide suitable housing for residents of Kingsville.

Thank you.

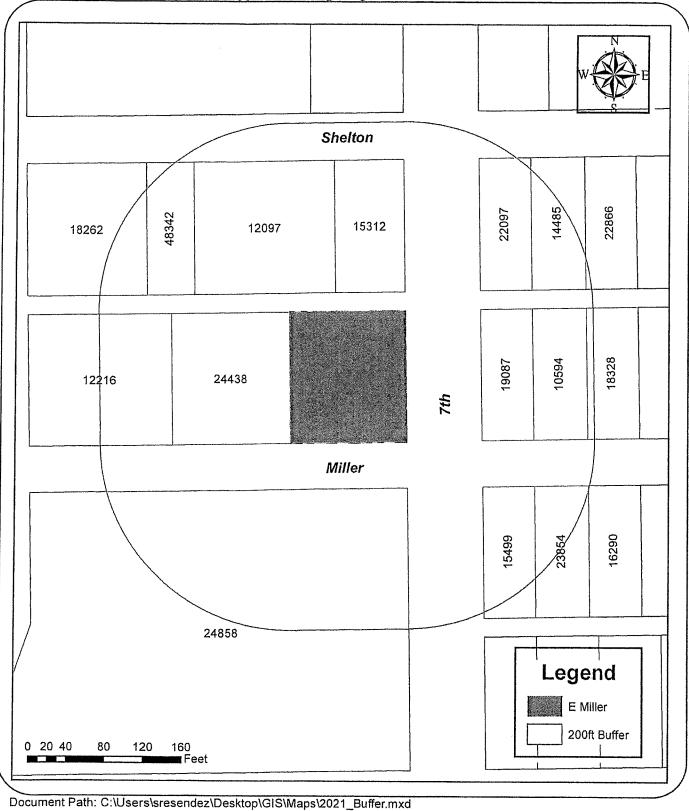
Uche Echeozo

Director of Planning and Development Services

## CITY OF KINGSVILLE PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)	
Project Address	Nearest Intersection East Muser & Noory 7th
(Proposed) Subdivision Name NE PLATTORS: 17-19	2, B147 Lot 17A18 \$17 <block></block>
Legal Description: 17-19, 13 12 7 Ho	FEMAN ADDITION to CITY OF KINGERILL
existing Zoning Designation C - 4	Future Land Use Plan Designation
OWNER/APPLICANT INFORMATION: (Please PRINT or	
Applicant/Authorized Agent / Julian Dock &	Phone (361) 547-9165 FAX
Email Address (for project correspondence only): h	10 NIDSON 0 934 (2) VILHO. COM
Mailing Address // KNOLL / RAIL City	State   TENAS   Zip   78383
Property Owner CHICK CRAINED	_ Phone (36) 463-7496 FAX
Email Address (for project correspondence only):	GONTRACTORS@ qmail-Com
Walling Address 7.13 likest Lee, Avc. C	ity 1 NB VILL - State EAS Zip 78362
Select appropriate process for which approval is sought	. Attach completed checklists with this application.
Annexation Request No Fee Administrative Appeal (ZBA) \$250.00 Comp. Plan Amendment Request \$250.00 Re-zoning Request \$250.00 SUP Request/Renewal \$250.00 Zoning Variance Request (ZBA) \$250.00 PUD Request \$250.00	Preliminary Plat Fee VariesFinal Plat Fee VariesMinor Plat \$100.00Re-plat \$250.00Vacating Plat \$50.00Development Plat \$100.00Subdivision Variance Request \$25.00 ea
Please provide a basic description of the proposed projection of the projection of t	
l bowels and the state of the s	
I hereby certify that I am the owner and /or duly aut application. I further certify that I have read and exa true and correct. If any of the information provided approval may be revoked.	
Applicant's Signature  Property Owner's Signature	Date: Now am box 9 2021
Accepted by:	Date: 12 3 20 24

200 ft Buffer Map of 200 block E Miller



	Page 1/1	Drawn By: Planning Department Last Update: 12/16/2021 Note:	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING,	Kingsville	CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363
L			OR ANY OTHER PURPOSE.		Office: 361-595-8055

LOERA JOSE RAMOS III 1404 PALM AVE KINGSVILLE, TX 78363 #18262

ECONOMY PRINTING LLC 229 E SHELTON ST KINGSVILLE, TX 78363-6239 #15312

ALLEN THOMAS S ETUX DAWN M 2908 N ARMSTRONG KINGSVILLE, TX 78363 #22866

CANTU JUAN A AND GLORIA B CANTU 725 W HENRIETTA AVE KINGSVILLE, TX 78363-4209 #10594

GARZA RICARDO ABEL ETUX SARAH 303 E MILLER AVE KINGSVILLE, TX 78363-6233 #15499 SALINAS RAMON III ETUX CYNTHIA M SALINAS P O BOX 112 SARITA, TX 78385-0012 #48342

WHITE JOHNNY ETUX HILDA 301 E SHELTON KINGSVILLE, TX 78363 #22097

GARCIA FAUSTINO ANA L GARCIA P O BOX 1472 KINGSVILLE, TX 78364 #12216, 24438

MORALES MISAEL ESCOBEDO ETAL 5001 NUEVO LN KILLEEN, TX 76549 #18328

COX DENNISE M 307 E MILLER AVE KINGSVILLE, TX 78363-6233 #23854 NUNEZ IBREY JAMES
JOSEPH FRANCES NUNEZ
PO BOX 603
KINGSVILLE, TX 78364-0603
#12097
DE LA GARZA MONICA
307 E SHELTON
KINGSVILLE, TX 78363

#14485

**GARZA IRENE** 

ETVIR DESIDERIO 302 E MILLER AVE KINGSVILLE, TX 78363-6234 #19087 ELKS LODGE PO BOX 1464 KINGSVILLE, TX 78364-1464 #24858

RIVERA CARMELITA N 311 E MILLER AVE KINGSVILLE, TX 78363-6233 #16290

## **Kleberg CAD**

## Property Search Results > 48331 CCTM HOLDINGS LLC for

#### Year 2021

#### **Property**

Account

Property ID:

48331

135900717005192

Agent Code:

Legal Description: HOFFMAN, BLOCK 7, LOT 17-21

Tax Year: 2021

Geographic ID:

Real

Zoning: R2

Type: Property Use Code:

Property Use Description:

Location

Address:

E MILLER

Mapsco:

Neighborhood:

TΧ

Map ID:

C1

Neighborhood CD:

Owner

Name:

**CCTM HOLDINGS LLC** 

Owner ID:

68434

Mailing Address:

8321 SERENITY CT

% Ownership:

100.0000000000%

CORPUS CHRISTI, TX 78414-6458

Exemptions:

#### **Values**

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$13,750	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
		***************************************	
(=) Market Value:	=	\$13,750	
(–) Ag or Timber Use Value Reduction:		\$0	
(=) Appraised Value:	=	\$13,750	
(-) HS Cap:		\$0	
		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
(=) Assessed Value:	=	\$13,750	

#### **Taxing Jurisdiction**

Owner:

CCTM HOLDINGS LLC

% Ownership: 100.0000000000%

Total Value:

\$13,750

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	KLEBERG COUNTY APPRAISAL DISTRICT	0.000000	\$13,750	\$13,750	\$0.00
CKI	CITY OF KINGSVILLE	0.840000	\$13,750	\$13,750	\$115.50

## Bishop man earns pro card in bodybuilding

Long-time ath-lete and current bodybuilder Travis Charles competed Dec. 18, 2021 in Or-lando Fla. in his at-tempt at winning the most prestigious award in amateur bodybuilding, the

the most prestigious award in amateur bodybuilding, the IFBB Pro Card. International Federation of Body Building, IFBB is an "invitation only" federation of Pro Bodybuildering status allows a

3rd and 4th place finishes, It was this weekend's this weekend's show that earned him the covered IFBS Pro Card.

Competing in the welterweight division against 20 competitors, Tra-vis secured a second-place finish that garnished his future profession-al career in bodybuilding. Travis has been

a member of FIT24 Gym, and is cur-rently a Personal Trainer at FIT24, where he helps others achieve their fitness goals. achieve



Tracis Charles has finally corned his Pro Body Building card after phoing at the IFBB com-petition in Ortando, Fla. Charles began his career in Rody Building at Bishop High School, and is a current fitness instructor at F1724 in Kingsville. (Submitted photo)

### Local Scouts excel at Winter camp

the camping event.
Camp Director, Oscar Garza, welcomed the scouts to the "re-open-ing" of Camp Perry after having to go to a virtual winter camp ex-perience in 2020 due to COVID-19, and said: "It makes my heart full to see hav seement."

Camp Percy again."
While at the camp, the
Troop 186 Scouts earned
merit badges in camping, hackpacking, au-tomotive maintenance, architecture, public tomative maintenance, architecture, public speaking, environmental science, music, citizenship in the community, among others.

"I am so proud of our scouts, Their maturity, and public and public and public scouts. Their maturity and public and public scouts. Their maturity and public and public scouts.

our scouts. Their maturity, leadership and other areas (Photos submitted) respect for each other grows with each outing, said Scoutmaster and connections with Jaime Rocha. These others."

The Scouts finished off St. Gertrude Catholic plays are learning skills they will use throughout their lifetimes, and more importantly, they side (reats before travel). The troop welcomes at 6 p.m.





The St. Gertrude the Great Boy Senat Treep 186 rock part in the Waster Camp at Camp Perry. Camp Perry was closed has year due to COVID-19 concerns. The seconts earned merit badges in camping, backpacking, automotive maintenance, public speaking and other areas. (Photos submitted)

#### Tavelina women upset No. 1 team in Division II

The Texas A&M-Kingsville woncn's basketball team took a 59-42 victory over the control of the partition of

Texas for both teams.

## KINGSVILLE RECORD

Mail (In County)

6 months: \$28, 1 year, \$50 or Online Only: \$47 Mail (Out of County)

6 months: \$31, 1 year: \$57 or Online Only: \$47 **'Military Discounts** 

Mall (In County)

6 months: \$22, 1 year: \$42 or Online Only: \$42 Mail (Out of County)

6 months: \$27, 1 year: \$52 or Online Only: \$42

To subscribe, call (361) 592-1304.



#### PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, January 26, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which

time all interested persons will be heard:
William Dove & Associates LLC applicant; Chuck Cramer owner; requesting
the replat of HOFFMAN ADDITION, BLOCK 7; LOT 17-19 also known as

200 block E. Miller, Kingsville, Texas.

The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Groves Community Room. If you have any questions about the Items on the agenda, please contact the Planning Department at (361) 595-8055.

#### PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, February 14, 2022 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard:

William Dove & Associates LLC applicant; Chuck Cramer owner; requesting the replat of HOFFMAN ADDITION, BLOCK 7, LOT 17-19 also known as

200 block E. Miller, Kingsville, Texas.

The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the Items on the agenda, please contact the City Secretary at (361) 595-8002.

#### PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, January 26, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be beard:

William Dove & Associates LLC applicant; Chuck Cramer owner; requesting the rezoning of HOFFMAN ADDITION, BLOCK 7, LOT 17-19 also known as 200 block E. Miller, Kingsville, Texas from C1 (Commercial) to R-1 (Single Family). The meeting will be held at City Hall, 400 West King, in the Helen Kleberg Graves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

#### PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, February 1-1, 2022 at 5:00 p.m. wherein the City Commission will discuss the introduction of the following item and at which time all interested persons will be heard: William Duve & Associates LLC applicant; Chuck Cramer owner; requesting the rezoning of HOFFMAN ADDITION, BLOCK 7, LOT 17-19 also known as 200 black E. Miller, Kingsville, Texas from C4 (Commercial) to R-1 (Single Family) The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.



O	R	D	11	A	N	C	E	#	2	0	22	_	

AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO HOFFMAN ADDITION, BLOCK 7, LOT 17-19, ALSO KNOWN AS 200 BLOCK E. MILLER, KINGSVILLE, TEXAS, FROM C4 (COMMERCIAL DISTRICT) TO R1 (SINGLE FAMILY RESIDENTIAL DISTRICT); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

WHEREAS, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of William Dove & Associates LLC, authorized agent for owner/applicant Chuck Cramer, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, January 26, 2022 during a meeting of the Planning and Zoning Commission, and on Monday, February 14, 2022 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, the item was APPROVED with a 6-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

WHEREAS, the City Commission has determined that this amendment would best serve public health, necessity, and convenience and the general welfare of the City of Kingsville and its citizens.

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

**SECTION 1.** That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of Hoffman Addition, Block 7, Lot 17-19, also known as 200 Block E. Miller, Kingsville, Texas, from C4-Commercial District to R1-Single Family Residential District, as more specifically described on the Zone Change Map, attached as Exhibit A.

**SECTION 2.** That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

**SECTION 3.** That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

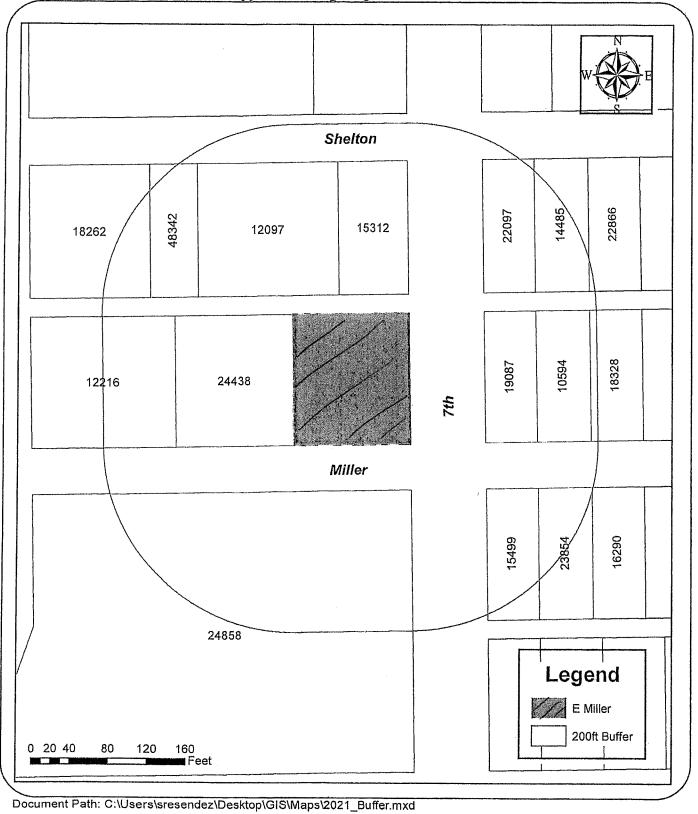
**SECTION 4.** That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

**SECTION 5.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

**SECTION 6.** That publication shall be made in the official publication of the City of Kingsville as required by the City Charter of the City of Kingsville.

INTRODUCED on this the 14th day of February, 2022.	
PASSED AND APPROVED on this the 28th day of February , 2022	
Effective Date:	
THE CITY OF KINGSVILLE	
Sam R. Fugate, Mayor	
ATTEST:	
Mary Valenzuela, City Secretary	
APPROVED:	
Courtney Alvarez, City Attorney	

## 200 ft Buffer Map of 200 block E Miller



Drawn By: Planning Department Last Update: 12/16/2021 Note:	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	Kingsyille	CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055
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# **AGENDA ITEM #2**

## City of Kingsville Police Department

TO:

Mayor and City Commissioners

CC:

Mark McLaughlin, City Manager

FROM:

Ricardo Torres, Chief of Police

DATE:

February 9, 2022

SUBJECT:

FY2022 Operation Lone Star Grant Program (OLS)

#### **Summary:**

The Kingsville Police Department requested a resolution to apply for and if awarded to accept and expend FY2022 Operation Lone Star Grant Program (OLS) funds. Funds in the amount of \$248,696.03 have been awarded to the Kingsville Police Department. (See attached SOGA information.)

#### Background:

The purpose of the program is to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity and detain non-citizen inmates. Program participants shall assist in the execution of coordinated border security operations in an effort to:

#### Law Enforcement

- 1. Increase the effectiveness and impact of Operation Lone Star.
- 2. Reduce border-related criminal activity in Texas.
- 3. Implement and increase the effectiveness of operational methods, measures, and techniques for outbound/southbound operations.
- 4. Decrease the supply of drugs smuggled into and through Texas from Mexico.
- 5. Disrupt and deter operations of gang and cartel criminal organizations.
- 6. Decrease specifically targeted tactics (such as conveyance methods) for drugs in the Texas border region.
- 7. decreased use of specific areas for crime as targeted in directed action missions.
- 8. Increase the effectiveness of directed action missions based upon intelligence and analysis to ensure they target the most serious threats and are conducted in high pay-off areas.
- 9. Increase the number and quality of analytical intelligence products developed at the Unified Command and state levels.
- 10. Increase coordination between local and state law enforcement agencies in planning, execution, and analysis of border security operations



## City of Kingsville Police Department

#### **Financial Impact:**

Funding in the amount of \$248,696.03 has been awarded to provide equipment and supplies in support of Operation Lone Star activities.

The grant for "Operation Lone Star" is a reimbursement type and does not require any cash match.

#### Recommendation:

The City of Kingsville Commission approve the budget amendment so that we can expend the grant funds awarded under this grant.

Please place this on the next available agenda. Thank you for your assistance regarding this matter.





#### GOVERNOR GREG ABBOTT

#### Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <a href="https://eGrants.gov.texas.gov">https://eGrants.gov.texas.gov</a> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

Aimee Snoddy

Executive Director

aine Inday

Public Safety Office

# Statement of Grant Award (SOGA)

and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or hereunder of each of the Parties hereto.

tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies. this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and

funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not Administrative Code, and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal requirements, with or without advance notice to the Grantee.

has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project,

\$0.00 \$0.00 \$248.696.03 \$248,696.03 Grantee In Kind Match: Grantee Cash Match: Total Project Cost: Award Amount: 09/01/2021 - 08/31/2023 11/29/2023 2/7/2022 Liquidation Date: Grant Number: Date Awarded: Grant Period:

BD-Operation Lone Star Grant Program Kingsville, City of Program Fund: Grantee Name:

Operation Lone Star Project Title:

James Ziehl Grant Manager:

618308118 DUNS Number:

N/A CFDA:

N/A - State Funds Awarding Federal

N/A - State Funds Federal Award

Agency:

Federal/State

2022-BD-ST-0001

Award ID

Number:

\$100,000,000.00 Total Federal

#### RESOLUTION #2021-\_\_\_75

A RESOLUTION AUTHORIZING APPLICATION TO, ADMINISTRATION OF, AND ACCEPTANCE OF OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, HOMELAND SECURITY GRANTS DIVISION'S FY2022 OPERATION LONE STAR GRANT PROGRAM (OLS); AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM.

WHEREAS, the City Commission of the City of Kingsville finds it in the best interest of the citizens of Kingsville, that the Kingsville Police Department apply for and, if awarded, accept and administer the Office of the Governor, Public Safety Office, Homeland Security Grants Division's FY2022 Operation Lone Star Grant Program, which provides funding to deter and interdict criminal activity and detain non-citizen inmates and to assist in the execution of coordinated border security operations as described in the grant information; and

WHEREAS, the City agrees to provide the applicable matching funds for the said project as required by the grant application, if any, though no match is expected as this is a reimbursement type grant that has a minimum funding level of \$5,000; and

WHEREAS, to support the safety of officers and citizens, the City would like to use grant funds as allowed by the grant (ie, categories such as overtime, personnel costs, equipment & technology, supplies & direct operating expenses, travel & training); and

WHEREAS, the City agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Kingsville City Commission assures that the funds received through the grant will be returned to the Office of the Governor in full;

WHEREAS, the City of Kingsville has previously applied for similar grants that assist with improved officer and citizen safety; and

WHEREAS, the City Commission of the City of Kingsville designates the Kingsville Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, administer, alter or terminate the grant on behalf of the applicant agency.

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

١.

**THAT** the City Commission of the City of Kingsville approves the submission, acceptance (if awarded), and administration of the grant application for the Office of the Governor, Public Safety Office, Homeland Security Grants Division's FY2022 Operation Lone Star Grant Program.

THAT the Chief of Police is hereby authorized and directed to act on the City's behalf in all matters pertaining to the Office of the Governor, Public Safety Office, Homeland Security Grants Division's FY2022 Operation Lone Star Grant Program, including but not limited to any certifications, amendments or representations stipulated therein and that the Chief of Police will administer the program and execute and submit all certifications, reports, or contracts necessary for the administration and expenditure of such program.

III.

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

PASSED	AND APPROVED	by a majority vote of the City Commission on the _	<u>25th</u>
day of	October ,	2021.	

ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:

Courtney Alvarez City Attorney

0	RE	110	A	N	CE	NO.	2022-	

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND EXPEND FUNDING FROM THE HOMELAND SECURITY GRANT-OPERATION LONE STAR #4385701 FOR POLICE EQUIPMENT.

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

1.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

#### CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT – BA#13

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 0	59 – Homeland S	Security			
Expend	litures - 5				
2100	Police	Machinery & Equipment	71200	\$248,696.03	

[To amend the City of Kingsville FY 21-22 Budget to accept and expend funding from the Homeland Security Grant-Operation Lone Star #4385701 for Police Equipment. Funding will come from the grant funding awarded.]

11.

**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 14th day of February 2022.

PASSED AND APPROVED on this the 28th day of February 2022.
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 Department Name

TO:

Mayor and City Commissioners

CC:

Mark McLaughlin, City Manager

FROM:

Juan J. Adame, Fire Chief

DATE:

February 9, 2022

SUBJECT:

Fire Department Budget Amendment

#### **Summary:**

The Kingsville Fire Department is requesting approval to amend the FY 21-22 budget to carry-over surplus funds from a grant from the Coastal Bend Regional Advisory Council (CBRAC) in the amount of \$8,363.

#### **Background:**

Each year CBAC distributes funds to emergency medical services departments based on the number of EMS calls.

#### **Financial Impact:**

No financial impact. This grant will be used to purchase medical equipment and supplies.

#### Recommendation:

Approve the carry-over of surplus funds from the CBRAC grant in the amount of \$8,363.00.



ORDINANCE NO. 2022-	
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AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE UNSPENT GRANT FUNDS FOR THE PURCHASE OF MEDICAL EQUIPMENT AND SUPPLIES.

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

1.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

#### CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT – BA#14

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 0	27 - EMS Fund				
Reveni	ues - 4				
2200	Fire	State Grants	72010	\$8,363.00	
Expend	l litures - 5				
2200	Fire	Medical Supplies	22400	\$8,363.00	

[To amend the City of Kingsville FY 21-22 Budget to appropriate unspent grant funds for the purchases of medical equipment and supplies. Funding will come from the Deferred Revenues line item in this fund where the unspent funds are recorded.]

11.

**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.

**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 14th day of February 2022.

PASSED AND APPROVED on this the 28th day of February 2022.
EFFECTIVE DATE:
Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary
APPROVED AS TO FORM:
Courtney Alvarez, City Attorney

# **AGENDA ITEM #4**

## City of Kingsville Engineering Dept.

TO:

Mayor and City Commissioners

CC:

Mark McLaughlin, City Manager

FROM:

Rutilio P. Mora Jr, P.E., City Engineer

DATE:

February 14, 2022

SUBJECT:

Consider approving Ordinance for traffic flow changes on E. Johnston Avenue between 11<sup>th</sup> Street and 12<sup>th</sup> Street and 11<sup>th</sup> Street between E. Johnston Avenue and E. Doddridge Avenue from a One-Way Street into a Two-way Street and proposing stop sign at the intersection of 12<sup>th</sup> Street

and E. Johnston Avenue.

#### **Summary:**

The ordinance changes the traffic flow on existing one-way streets into two-way streets. E. Johnston Avenue has a 26 feet wide pavement. 11<sup>th</sup> Street has a 29 feet wide pavement. The existing pavement widths allow for traffic to flow in both directions. This ordinance is necessary to protect the public safety, health, and welfare of the City of Kingsville.

The streets are in Area K of the Traffic Control Areas. If the ordinance is approved the Streets Division will need to remove the existing <u>One-Way</u> sign at the intersection of 12<sup>th</sup> Street and E. Johnston Avenue, remove <u>Do Not Enter</u> sign at the intersection of 11<sup>th</sup> Street and E Doddridge Avenue, and to install a new stop sign at the intersection of 12<sup>th</sup> Street and E. Johnston Avenue for east bound traffic.

The street is currently being used as a two-way street, so this change is not an impact to motorist.

Code of Ordinance Sec. 7-1-1(A)(2) Speed Limits— Thirty miles per hour within the city limits, except when a lower rate of speed is permitted as set out and prescribed by Schedule I of Article 5, Traffic Schedules. Stop sign shall comply with Sec. 7-8-2 — Specifications for traffic control devices and Sec. 7-8-3 — Traffic control areas.



## City of Kingsville Engineering Dept.

#### **Background:**

Mirabeau B. Lamar Elementary School has been closed since June 2009. On the southside of the school is an existing one-way street which begins at the intersection of 12<sup>th</sup> street and E. Johnston Avenue due west to the intersection with 11<sup>th</sup> Street then is due south and ends at the intersection of 11<sup>th</sup> Street and E. Doddridge Avenue.

When the school was in service, a one-way flow of traffic was deemed safer for the public. In the time since the school has been closed the public has been using the road for two-way traffic. The proposed ordinance change will allow the ordinance to mirror actual usage and enhance safety by adding a stop sign.

#### **Financial Impact:**

The total cost for the stop sign is approximately \$200.00, which will come from Streets Division line item 001-5-3050-52200.

#### **Recommendation:**

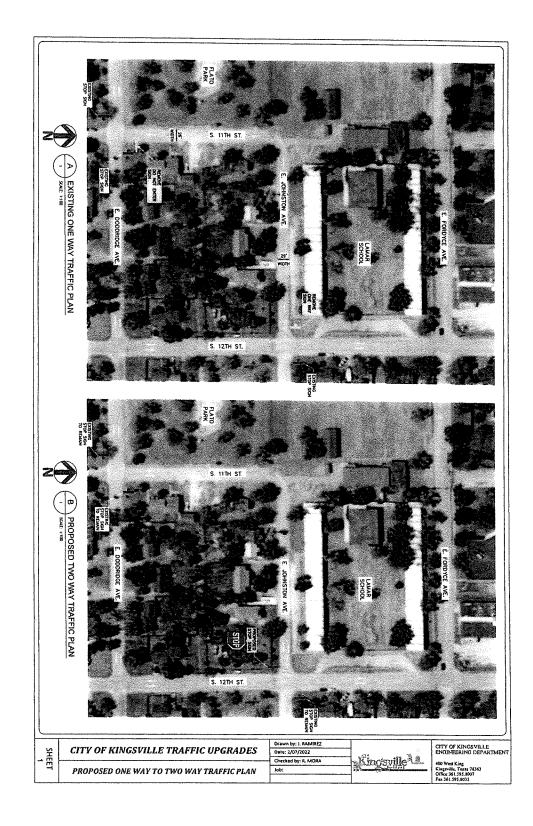
Staff recommends approving the ordinance changing the one-way traffic on E. Johnston Avenue and  $11^{th}$  Street into two-way traffic area <u>and</u> adding a stop sign on E. Johnston Avenue at its intersection with 12th Street for east bound traffic.

#### **Attachments:**

Site Map Ordinance No. 2022-\_\_\_\_.







0	RD	INA	NCE	#2022-	
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AMENDING THE CITY OF KINGSVILLE CODE OF ORDINANCES CHAPTER VII, ARTICLE 8, SECTION 3-TRAFFIC CONTROL DEVICES; PROVIDING FOR THE AUTHORITY TO PLACE A STOP SIGN ON JOHNSTON STREET AT 12<sup>TH</sup> STREET FOR EASTBOUND TRAFFIC; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

**WHEREAS**, the Kingsville Independent School District had a campus known as Lamar Elementary School, which needed one-way traffic along Johnston Street between 11<sup>th</sup> and 12<sup>th</sup> Streets while the campus was in service;

**WHEREAS**, the campus closed in 2009 and the public has been using Johnston Street in that area for two-way traffic, the one-way designation is no longer needed.

**WHEREAS**, once an official change to two-way traffic is implemented (by the removal of one-way signage) the simultaneous addition of a stop sign on Johnston at its intersection with 12<sup>th</sup> Street for eastbound traffic will be needed to improve public safety (NOTE: one already exist here for westbound traffic);

**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:

1.

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

#### §7-8-3 TRAFFIC CONTROL AREAS.

(B) AREA K:

	AREA K	
Intersection	Direction	Device

9. Johnston Ave. at Tenth St.	Northbound - Southbound	Delete stop signs
10. Fordyce Ave. at Eleventh St.	Eastbound - Westbound	Delete stop signs
11. 9th Street at King Street	Northbound	Install stop sign
12. Johnston Ave. at Twelfth St.	<u>Eastbound</u>	Install stop sign

....

11.

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

III.

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

IV.

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

**INTRODUCED** on this the <u>14th</u> day of February, 2022.

PASSED AND APPROVED on this the 28 th day of February, 2022.

Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary
APPROVED AS TO FORM:
Courtney Alvarez, City Attorney

## **AGENDA ITEM #5**

Budger Am.

#### City of Kingsville Parks & Recreation

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Susan Ivy, Parks Director

DATE: February 4, 2022

SUBJECT: Approval of Expenditure of ARPA Loss of Revenue Funds for Parks Projects

#### Summary:

We are requesting to use ARPA funds authorized by loss of revenue calculations for Parks & Recreation Department during Covid Closures. Our Calculation prepared by Finance Director Deborah Balli totals \$92,753.00. We are asking for up to \$41,105.38 to install sidewalks at the newly renovated Ball fields #4 & #6 and to replace the failed holding tank at the splash pad at Flores Park.

#### Background:

The sidewalks at the ball fields were not a part of the grant as they don't provide recreation but are necessary to comply with TDLR Handicap Accessibility regulations. The estimate for the sidewalks is \$16,320.00. The Splash pad Tank failed for unknown reasons and is not under warranty, so the responsibility lies with us to replace and repair it. The estimate for replacing and repairing is \$19,785.38, however, we could run into other needed repairs with all the piping once the work begins. We also may be able to get some of the digging out of the tank done in house which could save some funds as well. For these reasons we are asking for a \$5,000.00 cushion in funding approval which if not spent on the splash pad repair would be used for other projects approved in future requests.

#### **Financial Impact:**

These expenditures would not affect General Fund and would expend up to \$41,105.38 of ARPA Loss of Revenue funds for Parks & Recreation.

#### Recommendation:

City staff recommends the authorization of expenditures of up to \$41,105.38 for sidewalk installation and Splash Pad repair to be paid from ARPA Funds for Parks & Recreation.



# (P) ARPA Revenue Replacement Calculator

Background Informati	on	
		Notes:
1) Fiscal Year End	June	
Base Year Revenue Perio	<b>d</b> 6/30/2019	FY used for base year calculation
	0/30/2019	Fi used for base year calculation
2) Calculation Date	12/31/2020	
Number of Months	18	Months between Base Year and Calculation Date
Estimate Revenue		
3) Base Year Revenue	\$ 1,198,471	Use Worksheet to Earthfuldte
4) Growth Rate	A 10/	
4) Glowill Rate	4.1%	Use Worksheet to Calculate
Counterfactual Revenue	\$ 1,272,927	Estimated Revenue Without Pandemic
5) Actual Revenue	\$ 1,180,354	Use Worksheet to Calculate
Reduction in Revenue		Fiscal Year Ended 12/31/2020
Revenue Reduction	\$ 92,573	
•		

0	RD	11	A	N	C	E	١	1	C	20	22	-

## AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE ARP FUNDING FOR PARKS REVENUE REPLACEMENT PROJECTS.

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

1.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

#### CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT – BA#11

Dept Dept Name No.		Account Name	Account Number	Budget Increase	Budget Decrease
Fund 1	21 - GF ARP Fui	nding			
Expend	ditures - 5				
4503	Parks Maint	Grounds & Perm Fixtures	59100	\$92,753.00	

[To amend the City of Kingsville FY 21-22 Budget to appropriate ARP funding for Parks revenue replacement projects. Funding will come from the ARP funding received.]

11.

**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 14th day of February 2022.
PASSED AND APPROVED on this the 28th day of February 2022.
EFFECTIVE DATE:
Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary
APPROVED AS TO FORM:
Courtney Alvarez, City Attorney

# **AGENDA ITEM #6**

#### City of Kingsville Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: February 11, 2022

SUBJECT: Purchase of New Miscellaneous John Deere Mower Equipment for the L.E. Ramey Golf Course

#### **Summary:**

This item authorizes the purchase of New Miscellaneous John Deer Mower Equipment for the Golf Course from Austin Turf and Tractor, though BuyBoard Purchasing Cooperative Contract #611-20 for the City of Kingsville Parks Department for the use at the L.E Ramey Golf Course.

#### **Background:**

The existing mowing equipment is 5+ years old and has been in for repairs frequently. The current Golf Course greens equipment used to maintain the golf course has been discontinued and parts are not readily available. Creative imagination to mow and maintain golf course have been utilized thus increasing maintenance and operation expenses. The purchase of new miscellaneous mower equipment will increase productivity and decrease operation expenses.

#### **Financial Impact:**

Funds are available through budget amendment to General Fund with ARPA Funds, of which \$224,141.53 are available this fiscal year.

#### **Recommendation:**

It is recommended the City Purchase the New Miscellaneous John Deere Mower Equipment for the Golf Course from Austin Turf and Tractor, though BuyBoard Purchasing Cooperative Contract #611-20 for the City of Kingsville Parks Department. BuyBoard is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.







Quote ld: 26008819

#### Prepared For:

# Ruben Chapa LE RAMEY MUNICIPAL GOLF COURSE

Prepared By: David Shackelford

Austin Turf & Tractor 809 Steve Hawkins Pkwy Marble Falls, TX 78654

Tel: 830-693-6477 Fax: 830-693-7791

Email: david.shackelford@austinturf.com

Date: 01 February 2022 Offer Expires: 11 March 2022





#### **Quote Summary**

Prepared For:

Ruben Chapa LE RAMEY MUNICIPAL GOLF COURSE

Ruben Chapa 2522 E ESCONDIDO RD KINGSVILLE, TX 78363 Mobile: 361-255-1351

Salesperson: X\_

Prepared By:
David Shackelford
Austin Turf & Tractor
809 Steve Hawkins Pkwy
Marble Falls, TX 78654
Phone: 830-693-6477

david.shackelford@austinturf.com

rchapa1234@stx.rr.com **BUYBOARD CONTRACT #611-20** Quote Id: 26008819 Created On: 01 February 2022 Last Modified On: 11 February 2022 **Expiration Date:** 11 March 2022 **Equipment Summary** Suggested List **Selling Price** Extended Qty JOHN DEERE 2400 PrecisionCut \$47,071.29 \$37,488.67 X 1 \$ 37,488.67 Triplex Mower JOHN DEERE 2400 PrecisionCut \$ 47,410.29 \$ 37,760.14 X 1 \$ 37,760.14 **Triplex Mower** JOHN DEERE Quick-Adjust 5 \$ 13,327.49 \$ 10,126.57 X \$ 10,126.57 Cutting Units for 2500B, 2500E, 2400, 2550, 2700, and 2750 Triplex Mowers SET OF 3 JOHN DEERE 8700A PrecisionCut \$ 99,786.43 \$77,027.25 X \$77,027.25 Fairway Mower Frontier FM3012 Rear Discharge \$ 22,781.00 \$ 19,373.78 X = \$ 19,373.78 Flex-Wing Grooming Mower with Light Bar JOHN DEERE GATOR™TX Turf \$ 12,265.66 \$ 10,485.45 X \$ 10,485.45 (Model Year 2022) JOHN DEERE ProGator 2020A \$ 39,450.57 \$31,879.67 X \$ 31,879.67 (Gas) **Equipment Total** \$ 224,141.53 **Quote Summary Equipment Total** \$ 224,141.53 SubTotal \$ 224,141.53 \$ 0.00 Est. Service Agreement Tax Total \$ 224,141.53 Down Payment (0.00)Rental Applied (0.00)**Balance Due** \$ 224,141.53

Accepted By: X \_\_\_\_





Salesperson : X \_\_\_\_\_\_ Accepted By : X \_\_\_\_\_





JOHN DEERE 2400 PrecisionCut Triplex Mower				
Hours: Stock Number:		<b>Suggested List</b> \$ 47,071.29		
Code 1272TC	<b>Description</b> 2400 PrecisionCut Triplex Mower	Qty 1		
	Standard Options	- Per Unit		
001A	United States and Canada	1		
183B	Less JDLink™ Hardware	1		
0443	All Other Countries (English / Spanish)	1		
1022	Smooth Tires and Wheels (20x10.00-10, 2 ply)	1		
1190	Two-Wheel Drive (2WD)	1		
1201	Quick Adjust 5 (QA5) 7-blade Heavy Section Cutting Units	1		
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	1		
1400	Cutting Unit ONLY Counterweights	1		
1602	50.8 mm (2-in.) Diameter Wide Tube / Hollow Smooth Front Rollers	1		
2009	Standard Seat	1		
3200	Cutting Unit Attaching Yokes and Paddle Clip Style Molded One-Piece Grass Catchers	1		
9756	Smooth Roller Scrapers	1		
9766	LED Work Light Kit	1		
9805	Cutting Unit Top Shield Extensions	1		
	Dealer Attachi	ments		
PC13600	Paper Parts Catalog - PRTS CTLG-2400 PRECISIONCUT MOWER	1		
	Other Charg	ies		
	Freight	jes 1		
	Setup	1		





	JOHN DEERE 2400 Precisi	onCut Triplex	Mower
lours: Stock Number:		-	<b>Suggested Lis</b> \$ 47,410.29
Code 1272TC	Description 2400 PrecisionCut Triplex Mower	Qty 1	
	Standard Options	- Per Unit	
001A	United States and Canada	1	
183B	Less JDLink™ Hardware	1	
0443	All Other Countries (English / Spanish)	1	
1022	Smooth Tires and Wheels (20x10.00-10, 2 ply)	1	
1190	Two-Wheel Drive (2WD)	1	
1203	Quick Adjust 5 (QA5) 11-blade Cutting Units	1	
1300	50.8 mm (2-in.) Diameter Machined Grooved Solid Rollers with Solid Endcaps	1	
1400	Cutting Unit ONLY Counterweights	1	
1602	50.8 mm (2-in.) Diameter Wide Tube / Hollow Smooth Front Rollers	1	
2009	Standard Seat	1	
3200	Cutting Unit Attaching Yokes and Paddle Clip Style Molded One-Piece Grass Catchers	1	
9756	Smooth Roller Scrapers	1	
9766	LED Work Light Kit	1	
9805	Cutting Unit Top Shield Extensions	1	
	Dealer Attachi	ments	
PC13600	Paper Parts Catalog - PRTS CTLG-2400 PRECISIONCUT MOWER	1	
	Other Char	1es	
	Freight	jes 1	
	Setup	1	
		•	





Quote Id: 26008819

Customer: LE RAMEY MUNICIPAL GOLF COURSE

JOHN DE	ERE Quick-Adjust 5 Cutting U 2700, and 2750 Triplex		
Hours: Stock Number:	·		<b>Suggested List</b> \$ 13,327.49
Code	Description	Qty	
5002TC	Quick-Adjust 5 Cutting Units for 2500B, 2500E, 2400, 2550, 2700, and 2750 Triplex Mowers	1	
	Standard Option	s - Per Unit	
001A	US / Canada	1	
1223	11-Blade Cutting Unit	1	
1300	2 In. (5 cm) x 22 In. (55.9 cm) Diameter Machine Grooved Roller with Solid End Caps	1	
1400	QA5 Cutting Unit Only Counterweight	1	
1602	2 In. (5 cm) x 22 In. (55.9 cm) Diameter Wide Tube / Hollow Smooth Rollers	1	
3200	22 In. (55.9 cm) Cutting Unit Attaching Yokes and Molded One Piece Grass Catchers	1	
9805	Cutting Unit Top Shield Extensions	1	
	Dealer Attach	nments	
BM22995	Scraper Kit - SCRAPER KIT, KIT, CABLE, 22" ROLLER	3	
TCA19446	Adapter Kit - SECONDARY UPSTOP KIT	1	
	Other Cha	rges	
	Freight	1	
	Setup	1	





Quote Id: 26008819

Customer: LE RAMEY MUNICIPAL GOLF COURSE

	JOHN DEERE 8700A Precis	ionCut Fai	rway Mower
Hours: Stock Numbe	r:		<b>Suggested List</b> \$ 99,786.43
Code	Description	Qty	
152ATC	8700A PrecisionCut Fairway Mower	1	
	Standard Options	s - Per Unit	
001A	United States and Canada	1	
183B	Less JDLink™ Hardware	1	
0443	All Other countries (English/Spanish)		
1208	Quick Adjust 7 (QA7) 8-blade Cutting Units	1	
1305	76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	1	
1401	QA7 Cutting Unit ONLY Counterweights	1	
9756	(5) 22 In. Smooth Roller Scrapers	1	
9764	Canopy	1	
	Dealer Attach	ments	
PC11739	Paper Parts Catalog - PAPER PARTS CATALOG	1	
	Other Cha	ges	
	Freight	1	
	Setup	1	

Frontier FM3012 Rear Discharge Flex-Wing Grooming Mower with Light Bar				
Hours: Stock Numbe	r:		Suggested List \$ 22,781.00	
Code	Description	Qty		
0551XF	FM3012 Rear Discharge Flex-Wing Grooming Mower with Light Bar	1		
	Standard Option	ns - Per Unit		
2000	Rear Chain Shield	T		
3000	Highway Rated Tires	1		





	Other Charges
Freight Setup	1
Setup	1





	JOHN DEERE GATOR™TX	Turf (Model Ye	ear 2022)
Hours: Stock Numbe	r:		<b>Suggested List</b> \$ 12,265.66
Code	Description	Qty	
559KM	GATOR™TX Turf (Model Year 2022)	1	
	Standard Option	s - Per Unit	
001A	US/Canada	1	
0501	PR - Base	1	
1015	Turf Tires	1	
2016	Non Adjustable Seat	1	
3001	Deluxe Cargo Box with Paint and Reflectors	1	
3100	Cargo Box Manual Lift	1	
4099	Less Front Protection Package	1	
4199	Less Rear Protection Package	1	
	Dealer Attacl	nments	
BM23989	Drawbar/ ball mount for 1.25 in. receiver hitch	1	
PC9462	Paper Parts Catalog - PARTSC,4X2 TURF GATOR UTIL. VEHICLE	1	
	Other Cha	rges	
	Freight	1	
	Setup	1	





	JOHN DEERE ProGa	ntor 2020A (Gas)	
Hours: Stock Number:			<b>Suggested List</b> \$ 39,450.57
Code	Description	Qty	
140ATC	ProGator 2020A (Gas)	1	
	Standard Option	s - Per Unit	
001A	US/Canada	1	
183B	Less JDLink™ Hardware	1	
1139	Standard Front Tires 23x10.5-12 (4 PR)	1	
1162	Wide Rear Multi-Trac (2) Tires and (2) Wheels, 26 x 14-12 (4 PR)	1	
1190	2WD Traction Unit	1	
2200	Factory Installed Auxiliary Hydraulics	1	
9773	Electronic Multi-Mode Throttle/ Governor Control Kit	1	
9776	Cargo Box	1	
9777	Cargo Box Bedliner	1	
9778	Quick Connect Kit	1	
	Dealer Attacl	nments	
PC9598	Paper Parts Catalog - 2020A PROGATOR UTILITY VEHICLE	1	
	Other Cha	rges	
	Freight	1	
	Setup	1	

0	RE	N	IA	NC	E NO	Э.	2022	-
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### AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE ARP FUNDING FOR GOLF COURSE EQUIPMENT.

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

Ι.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

### CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT – BA#12

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 1	21 - GF ARP Fun	ding			
Expend	litures - 5				
4502	Golf Maint	Machinery & Equipment	71200	\$224,141.53	

[To amend the City of Kingsville FY 21-22 Budget to appropriate ARP funding for Golf Course Equipment. Funding will come from the ARP funding received.]

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 14th day of February 2022.
PASSED AND APPROVED on this the 28th day of February 2022.
EFFECTIVE DATE:
Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary
APPROVED AS TO FORM:
Courtney Alvarez, City Attorney

# **REGULAR AGENDA**

# **AGENDA ITEM #7**

Planning and Development Services 410 W King Kingsville, TX 78363 PH: 361-595-8093



### **MEMO**

Date:

February 17, 2022

To:

Mark McLaughlin (City Manager)

From:

Uche Echeozo (Director of Planning and Development Services)

Subject:

Lauri Ramirez, applicant; Tuyet Pineda, owner; requesting the rezone of 6th, BLOCK 9,

LOT 25 also known as 616 E Yoakum, Kingsville, Texas from C2 (Retail) to R2A.

The Planning and Zoning Commission meeting held as scheduled this evening, February 16, 2022, with 4 members in attendance.

Members deliberated over the issue of granting approval for a rezone to enable the applicant to carry out housing development that complies with the special zoning district created to take care of tiny lots that exists within the city – R2A. Letters were sent out to neighbors and the City received no feedback. Commissioners, after deliberations, voted to approve the recommendation for a rezone of the said property to R2A. A recorded vote of all members present was taken and Commissioners Mike Klepac, Idotha Battle, Larry Garcia, and the Chairman – Steve Zamora all voted 'YES'.

The meeting was adjourned by about 6.10p.m.

Thank you.

Uche Echeozo

Director of Planning and Development Services Planning and Development Services 410 W King Kingsville, TX 78363 PH: 361-595-8093



### **MEMO**

Date:

February 2, 2022

To:

Planning and Zoning Commission Members

From:

Uche Echeozo (Director of Planning and Development Services)

Subject:

Lauri Ramirez, applicant; Tuyet Pineda, owner; requesting the rezone of 6th, BLOCK 9,

LOT 25 also known as 616 E Yoakum, Kingsville, Texas from C2 (Retail) to R2A

The applicants approached the department because they wanted to re-zone the existing property ( $6^{th}$ , BLOCK 9, LOT 25) from C2 (Retail) to R2A. R2A is a special zoning district created to take care of tiny lots that exists within the city, suitable for Tiny Homes that have a square footage of between 200 and 1000 square feet.

Looking at the zoning of properties immediately surrounding the subject property, a C2 (Retail) zoning classification is discernable. The C2 zoning district allows for residential use in all its forms (RI, R2 etc) except for R2A. This is one of those situations that would be subject to review when the zoning Ordinance comes up for review. It appears the R2A was not included as a permitted use within the C2 district because it was a subsequent creation and was not integrated with the original zoning text.

Consequently, this application is being submitted for your consideration. Therefore, it is recommended that you consider the said application and approve same since this will encourage infill development that would provide suitable housing for residents of Kingsville.

Thank you.

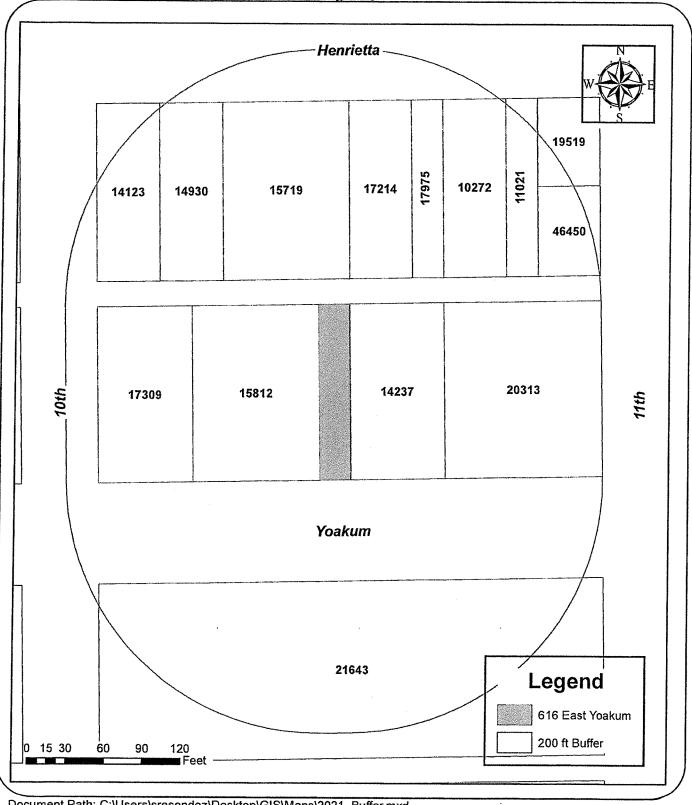
Uche Echeozo

Director of Planning and **Development Services** 

# CITY OF KINGSVILLE PLANNING AND ZONING DIVISION MASTER APPLICATION

PROPERTY INFORMATION: (Please PRINT or TYPE)	
Project Address 616 East Yoakum Ave	Nearest Intersection E Yoakum Ave and N 10th St
(Proposed) Subdivision Name	LotBlock
Legal Description: 6 <sup>th</sup> , Block 9, Lo + 2	25
	Future Land Use Plan Designation R2A Tiny Home
OWNER/APPLICANT INFORMATION: (Please PRINT or	TYPE)
Applicant/Authorized Agent Lauri Ramirez	Phone 210-381-8922 FAX
Email Address (for project correspondence only): lauri.r	iles67@gmail.com
Mailing Address 6711 Munich Rd Cit	State Texas Zip 78256
Property Owner Tiyet Pineda	Phone 210-659-3407 FAX
Email Address (for project correspondence only): Lee@	gpinedamail.com
Mailing Address 8526 Pegasus Dr	City Selma State Texas Zip 78154
Select appropriate process for which approval is sough	t. Attach completed checklists with this application.
Annexation Request	
I hereby certify that I am the owner and /or duly a application. I further certify that I have read and e true and correct. If any of the information provide approval may be revoked.  Applicant's Signature	od on this application is incorrect the permit or

## 200 ft Buffer Map of 616 East Yoakum



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\2021\_Buffer.mxd

Drawn By: Planning Department Last Update: 1/21/2022 Note:	DISCLAMER 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.	Kingsyille	CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055
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N/A #14123

DOHERTY REVOCABLE TRUST RAYMOND L DOHERTY (TR) PO BOX 10301 HOUSTON, TX 77206 #17214

> ESTRADA SAN JUANA 228 N CR 1026 KINGSVILLE, TX 78363 #19519, 46450, 20313

SILGUERO JOSE ROBERTO 509 E AVE D KINGSVILLE, TX 78363-3815 #14237 ALEGRIA MARTHA C 603 1/2 E HENRIETTA AVE KINGSVILLE, TX 78363-4643 #14930

CANALES JOSE E EST 625 E HENRIETTA AVE KINGSVILLE, TX 78363-4643 #17975, 10272

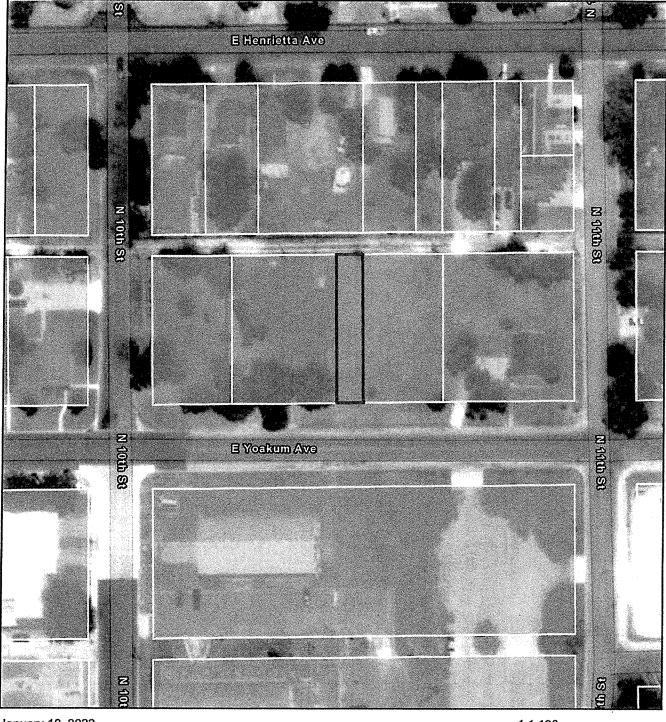
ARCE HILARIO ESTATE % ALONZO D ARCE 4219 SPIRAL CRK SAN ANTONIO, TX 78238-3617 #17309

KRUEGER MICHAEL J PO BOX 1538 KINGSVILLE, TX 78364-1538 #21643 SUAZO FRANCISCO 615 E AVE A KINGSVILLE, TX 78363 #15719

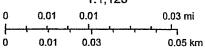
VILLARREAL JOSEPH RAMOS 627 E HENRIETTA AVE KINGSVILLE, TX 78363-4643 #11021

SAENZ MARGARITA SALINAS 560 N COUNTY ROAD 1050 KINGSVILLE, TX 78363-8833 #15812

### 616 E Yoakum



January 10, 2022 1:1,128 0 0.01 0.01



### **Kleberg CAD**

### **Property Search > 23377 PINEDA TUYET for** Tax Year: 2022 - Values not available Year 2022

### **Property**

Α	C	C	o	u	n	t

Property ID:

23377

Legal Description: 6TH, BLOCK 9, LOT 25

Geographic ID:

100800925000192

Zoning:

Type:

Real

Agent Code:

Property Use Code:

Property Use Description:

Location

Address:

616 E YOAKUM

Mapsco:

Neighborhood:

Map ID:

C1

Neighborhood CD:

**Owner** 

Name:

PINEDA TUYET

Owner ID:

55723

Mailing Address:

**ETAL** 

% Ownership:

100.0000000000%

8526 PEGASUS DR

SELMA, TX 78154-3420

Exemptions:

\_\_\_\_

### **Values**

(+) Improvement Homesite Value:	+	N/A	
(+) Improvement Non-Homesite Value:	+	N/A	
(+) Land Homesite Value:	+	N/A	
(+) Land Non-Homesite Value:	+	N/A	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	N/A	N/A
(+) Timber Market Valuation:	+	N/A	N/A
(=) Market Value:	=	N/A	
(–) Ag or Timber Use Value Reduction:		N/A	
(=) Appraised Value:	=	N/A	
(–) HS Cap:	_	N/A	

		RE	SIDENTIAL	USE			
Lot Size	R1	R2	R2A	R3	R4	МН	Ag
Minimum lot area, sq.ft.	5,500	2,500	2,000 4	6,000	6,000	5 acres	10 acres
Minimum lot area per unit, sq.ft.	5,500	2,500	2,000	1,000	1000	3,000	10 acres
Minimum open space per unit, sq. ft.	0	0		4,001	4,001	0	0
Minimum lot width, ft. (measured at the setback line)	50	25	15	50	50	25	300
Setback; Lots							
Principal Uses:							
Front yard, ft.	20	20	20 <sup>5</sup>	20	20	20	
Side yard (interior), ft.	5	5	5	5	5	5	
Side yard (on street), ft.	10	10	5	10	10	10	10
Rear yard, ft.	10	10	5 <sup>5</sup>	10	10	10	
Accessory Uses:							
Front yard, ft.	20	20	20	20			

RESIDENTIAL USE							
Lot Size	R1	R2	R2A	R3	R4	МН	Ag 、

<sup>&</sup>lt;sup>5</sup> The front 20 feet setback can be used for parking and the front porch and the rear yard setback can be used for a porch.

# News

### KISD schools get good financial report at meeting

At Tuesday night's KISD Board meeting, the school board received good news in reference to the financial state of the district. For the Fiscal Year end-

ing August 31, 2021, Kingsville 15D's General Fund showed a Fund Balance increase of \$2.750,210, which gives an ending Fund Balance of \$8,938,388.

We attribute the healthy form plan focused on fining such as conservased fountrelling wind we can control! said Dr. Cissy-Reynolds Pierz, KISD (fective management of Superintendent of Schools

past, and vigorously pursued grant applications that were successfully awarded. With the continued support of the Board, Kings-

ville ISO will continue to diligently monitor all factors affecting district funds in order to remain compettive with salaries and improve district facilities."

#### Parade CONTINUED FROM PAGE 1

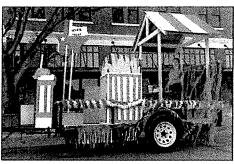


#### **PUBLIC HEARING NOTICE**

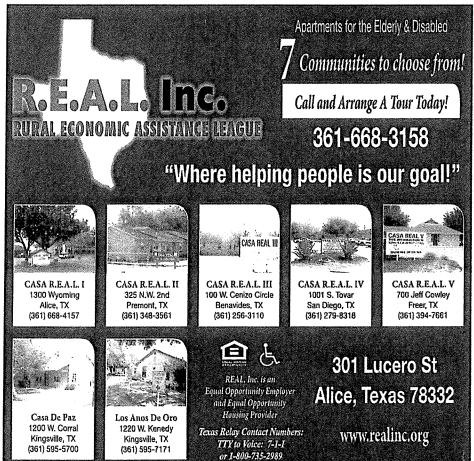
The Planning & Zoning Commission of the City of Kingsville will held a Public Hearing Wednesday, February 16, 2022 at 6:00 p.m. wherein the Commission will discuss and/or take action on the following items and at which time all interested persons will be heard: Lauri Ramiter, applicant; Tuyet Pineda, nwner, requesting the rezunce of 6th, BLOCK 9, LOT 25 also known as 616 East Yonkum, Kingsville, Texas, from C2 (Retail) BLOCK 11 (11) Iome). The meeting will be held at City 14th, 400 West King, in the Helen Kidserg Groves Community Room. If you have any questions about the items on the agenda, please contact the Planning Department at (361) 595-8055.

#### **PUBLIC HEARING NOTICE**

The City Commission of the City of Kingsville will hold a Public Hearing Monday, February 28, 2022 at 5:00 p.m. wherein the City Commission will discuss the consideration of the following item and at which time all interested persons will be heard. Lauri Ramirez, applicant: Tuyet Prineda, owner, requesting the rezone of 6th, BLOCK 9, LOT 25 also known as 6t6 East Yookum, Kingaville, Texas, from C2 (Retail) to R2A (Tiny Hence). The meeting will be held at City Hall, 400 West King, Kingaville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.







ORDINANCE #2022-	
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AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO 6TH, BLOCK 9, LOT 25, ALSO KNOWN AS 616 E. YOAKUM, KINGSVILLE, TEXAS, FROM C2 (RETAIL DISTRICT) TO R2A (TINY HOME DISTRICT); AMENDING THE COMPREHENSIVE PLAN TO ACCOUNT FOR ANY DEVIATIONS FROM THE EXISTING COMPREHENSIVE PLAN; AND PROVIDING FOR PUBLICATION.

**WHEREAS**, the Planning Commission has forwarded to the City Commission its reports and recommendations concerning the application of Lauri Ramirez, applicant for owner Tuyet Pineda, for amendment to the zoning ordinance and zoning map of the City of Kingsville;

WHEREAS, with proper notice to the public, public hearings were held on Wednesday, February 16, 2022 during a meeting of the Planning and Zoning Commission, and on Monday, February 28, 2022 during a meeting of the City Commission, at City Hall, in the City of Kingsville, during which all interested persons were allowed to appear and be heard; and

**WHEREAS**, the item was APPROVED with a 4-0 vote of the Planning Commission regarding the requested rezone with no abstentions; and

**WHEREAS**, the City Commission has determined that this amendment would best serve public health, necessity, and convenience and the general welfare of the City of Kingsville and its citizens.

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

**SECTION 1.** That the Zoning Ordinance of the City of Kingsville, Texas, is amended by changing the zoning of 6th, Block 9, Lot 25, also known as 616 E. Yoakum, Kingsville, Texas, from C2-Retail District to R2A-Tiny Home District, as more specifically described on the Zone Change Map, attached as Exhibit A.

**SECTION 2.** That the official Zoning Map of the City of Kingsville, Texas, is amended to reflect the amendments to the Zoning Ordinance made by Section 1 of this ordinance.

**SECTION 3.** That the Zoning Ordinance and Zoning Map of the City of Kingsville, Texas, as amended from time to time, except as changed by this ordinance and any other ordinances adopted on this date, remain in full force and effect.

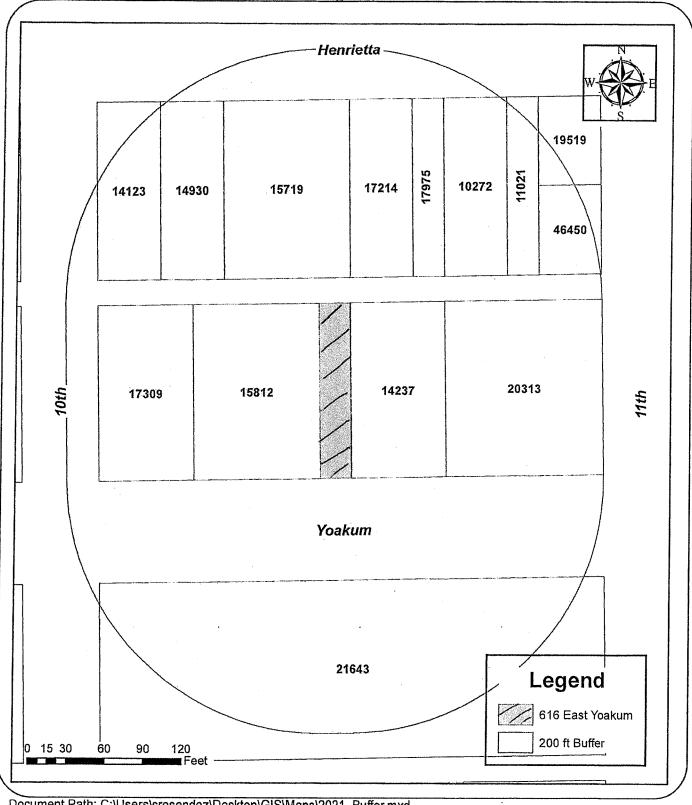
**SECTION 4.** That to the extent that these amendments to the Zoning Ordinance represent a deviation from the Comprehensive Plan, the Comprehensive Plan is amended to conform to the Zoning Ordinance, as amended by this ordinance.

**SECTION 5.** That all ordinances or parts of ordinances in conflict with this ordinance are hereby expressly repealed.

Kingsville as required by the City Charter	of the	City of King	gsville.	
INTRODUCED on this the 28th day of	F	ebruary	, 2022.	
PASSED AND APPROVED on this the _	<u>14th</u>	_day of	March	, 2022.
Effective Date:	MATTERNA DE			
THE CITY OF KINGSVILLE				
Sam R. Fugate, Mayor				
ATTEST:				
Mary Valenzuela, City Secretary				
APPROVED:				
Courtney Alvarez, City Attorney				

SECTION 6. That publication shall be made in the official publication of the City of

## 200 ft Buffer Map of 616 East Yoakum



Document Path: C:\Users\sresendez\Desktop\GIS\Maps\2021\_Buffer.mxd

Drawn By: Planning Department Last Update: 1/21/2022 Note:	DISCLAIMER THIS MAP IS FOR VISUAL PURPOSES ONLY. THE INFORMATION ON THIS SHEET MAY CONTAIN INACCURACIES OR ERRORS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE IF THE INFORMATION CONTAINED HEREIN IS USED FOR ANY DESIGN, CONSTRUCTION, PLANNING, BUILDING, OR ANY OTHER PURPOSE.	Kingsville	CITY OF KINGSVILLE PLANNING DEPARTMENT 410 West King Kingsville, Texas 78363 Office: 361-595-8055
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# **AGENDA ITEM #8**

### City of Kingsville Engineering Dept.

TO:

Mayor and City Commissioners

CC:

Mark McLaughlin, City Manager

FROM:

Rutilio P. Mora Jr, P.E., City Engineer

DATE:

February 28, 2022

SUBJECT:

Consider approving International Consulting Engineers (ICE)

Engineering/Architectural/Surveyors Services Revised Contracts for General Land Office (GLO) – Community Development & Revitalization

(CDR) Contract No. 22-082-016-D218 and 22-085-009-D237.

### **Summary:**

The General Land Office (GLO) is requiring the Professional Services Agreements with ICE for CDR contracts 22-082-016-D218 and 22-085-009-D237 to be broken out separately instead of being combined into on master agreement to allow for improved monitoring.

International Consulting Engineers (ICE) has provided two contracts for Engineering/Architectural/Surveyors Services for each of the two GLO projects under the same costs terms and conditions that were previously approved under one contract. This is in done order to comply with GLO requirements.

### **Background:**

On October 26, 2020, City Commission approved a resolution for Professional Engineering / Architectural / Surveying Services Agreements with International Consulting Engineers for CDBG-MIT for Drainage and Sewer Improvements, a copy of which is attached hereto. The GLO recently advised they would like to see each of the two projects split out of the master agreement with ICE into two separate agreements for efficiencies in monitoring compliance and progress.



# City of Kingsville Engineering Dept.

### **Financial Impact:**

There is not financial impact in approving the proposed changes as the cost and scope of work are not changing.

#### Recommendation:

Staff recommends approving the two Contracts for the General Land Office – Community Development & Revitalization grants.

### **Attachments:**

Engineering/Architectural/Surveyors Services for GLO – CDR Contact # 22-085-009-D237 Engineering/Architectural/Surveyors Services for GLO – CDR Contact # 22-082-016-D218 Resolution #2020-74 & attached contract



### RESOLUTION #2020- 74

A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH INTERNATIONAL CONSULTING ENGINEERS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) PROGRAM FOR DRAINAGE AND SEWER SYSTEM IMPROVEMENTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville desires to apply for the 2020 CBDG-MIT Program administered through the GLO and needs to obtain the services of a professional engineer for said application and project; and

**WHEREAS**, the CDBG-MIT Program requires implementation by professionals experienced in federally funded projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with GLO requirements and state law; and

**WHEREAS**, the City advertised RFQ #20-13 in the local newspaper and emailed ten engineering firms on July 30, 2020 and four RFQ's were submitted by the August 14, 2020 deadline; and

WHEREAS, the City Selection Review Committee (Commissioner Leubert, City Manager McLaughlin, and City Engineer Mora) each reviewed the four RFQ's using an Engineer Rating Sheet and the evaluated totals resulted in International Consulting Engineers (ICE) as the highest scoring Professional Engineering Services Provider;

**WHEREAS**, the proposals received for RFQ #20-13 by the due date were reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

WHEREAS, the City Commission officially selected International Consulting Engineers (ICE) as the engineering firm for this grant on August 24, 2020, and staff has negotiated a contract for a fair and reasonable price under the Professional Services Procurement Act with the firm and now brings the contract back before City Commission for approval.

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

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to execute an Engineering Services Agreement with International Consulting Engineers (ICE) for CDBG-MIT Program for drainage and sewer system improvements in accordance with Exhibit A hereto attached and made a part thereof.

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 26th day of October \_\_\_\_, 2020.

Sam R. Fugate, Mayor

ATTEST:

Mary Valenzuela, Etty Secretary

APPROVED AS TO FORM:

Courtney Alvarez, Oity Attorney

### ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

#### **PART I - AGREEMENT**

THIS AGREEMENT, effective on the date of selection by the City Commission, made on the 24<sup>th</sup> Day of August, 2020 by and between the City of Kingsville, Texas, hereinafter called the "Client" and International Consulting Engineers (ICE) hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation ("CDBG-MIT") funds, administered by the Texas General Land Office ("GLO") to fund activities to mitigate disaster risks and increase resiliency to disasters, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

#### The parties mutually agree as follows:

- 1. Scope of Services The Firm will perform the services set out in Part IV, Scope of Work.
- Time of Performance Services shall commence no earlier than upon execution of this agreement. In any
  event, Firm shall use commercially reasonable efforts to perform all services required and performed
  hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO,
  whichever is later.
- 3. <u>Local Program Liaison</u> For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- 4. Compensation and Method of Payment The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of is \$5,384,782 of the total CDBG-MIT construction budget of \$36,665,101 This is within the General Land Office's engineering fee cap of 15%. This fee is justifiable and acceptable for several reasons: the extensive work ICE undertakes in preparing project budgets and mapping which results in no fee if not funded; the preparation of project design, surveying, Geotech, construction plans and specs, bid documents, and construction management as well as our investment in hiring and training highly qualified licensed engineers; and the quality of our past work as demonstrated in our proposal. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II Payment Schedule of this Agreement.
- 5. <u>Indemnification</u> The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

#### 6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kleberg County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
- 7. Extent of Agreement This Agreement, which includes Parts I-V and Attachments A-E, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:	Sollins
	(Local City Official)
	Sam R. Fugate
	(Printed Name)
	Mayor
	(Title)
BY:	
<b>.</b>	(Firm/Contractor's Authorized Representative)
	(Printed Name)
	President / CEO
	(Title)
	(TRIC)

# ENGINEERING SERVICES PART II— PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
Engineering Notice to Proceed	30%
100% Design Approved	30%
Bid Advertise	10%
Construction Notice to Proceed	15%
As-Builts/ CoCC/FWCR	15%
Total	100%

## ENGINEERING SERVICES PART III - TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

### 2. Termination for Convenience of the City.

City may at any time and for any reason terminate Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

- Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
- 4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally with mediation occurring at a location in Kingsville or Corpus Christi that is agreeable to both parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

#### 5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- 6. <u>Assignability</u>. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- 7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- 8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
- 9. <u>Findings Confidential</u>. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- 10. <u>Copyright</u>. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
- 11. <u>Compliance with Local Laws</u>. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

#### 12. Conflicts of Interest.

- a. <u>Governing Body</u>. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. <u>The Firm and Employees</u>. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the City or this Agreement. The Firm further

warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

#### 13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

### Federal Compliance.

14. <u>Equal Opportunity Clause</u> (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246

- of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
- 15. <u>Civil Rights Act of 1964</u>. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- 18. <u>Age Discrimination Act of 1975.</u> The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
  - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3

preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indianowned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.
  - a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
  - b. Affirmative steps must include:
    - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- 22. <u>Patent Rights and Inventions</u> -The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

- 23. <u>Energy Efficiency</u> The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).
- 24. <u>Access to Records</u> The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's CDBG-MIT contract with GLO.
- 25. <u>Retention of Records</u> The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
- 26. <u>Verification No Boycott Israel.</u> As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 27. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 28. GLO Local Infrastructure Program Engineering Fee Cap. Total engineering fees paid under this Engineering Contract, including any subcontracts, shall not exceed the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.) Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the total not-to-exceed fee owed to the engineer to not more than fifteen percent (15%) of the new total construction activity budget.

# ENGINEERING SERVICES PART IV - SCOPE OF WORK



## TEXAS GENERAL LAND OFFICE ENGINEERING SCOPE OF WORK

SCOPE OF SERVICES REQUESTED
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS
ENGINEERING SERVICES.

#### SCOPE OF SERVICES REQUESTED

Firms will help the Client and GLO fulfill State and Federal Community Development Block Grant Mitigation ("CDBG-MIT") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Firms will assist in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Firms will be bound to specific terms and conditions found in the sample general terms and conditions.

#### DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

#### **General Requirements**

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

#### **Initial Engineering and Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details

- vi. Specifications
- vii.Utility relocation designs
- viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
- ix. Required permits
- x. Quantities
- xi. Estimate of construction costs to within +/- 25%
- xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
- (e) Perform subsurface explorations for project sites, as necessary.
- (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- (j) Prepare plans and profiles, including vertical design information for the selected alternative.
- (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- (l) Support subrecipient with acquisition or property/servitudes/right-of- way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

### **Engineering and Final Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

(a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:

- i. Cross sections/elevations
- ii. Project layout/staging areas
- iii. General notes
- iv. Special notes
- v. Design details
- vi. Specifications
- vii.Utility relocation designs
- viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
- ix. Required permits
- x. Quantities
- xi. Estimate of construction costs to within +/- 20%
- xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

#### **Bid and Award Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).

- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

#### Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a biweekly basis or as directed by the GLO or subrecipient.
- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (I) Develop a final "as built" report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.

- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

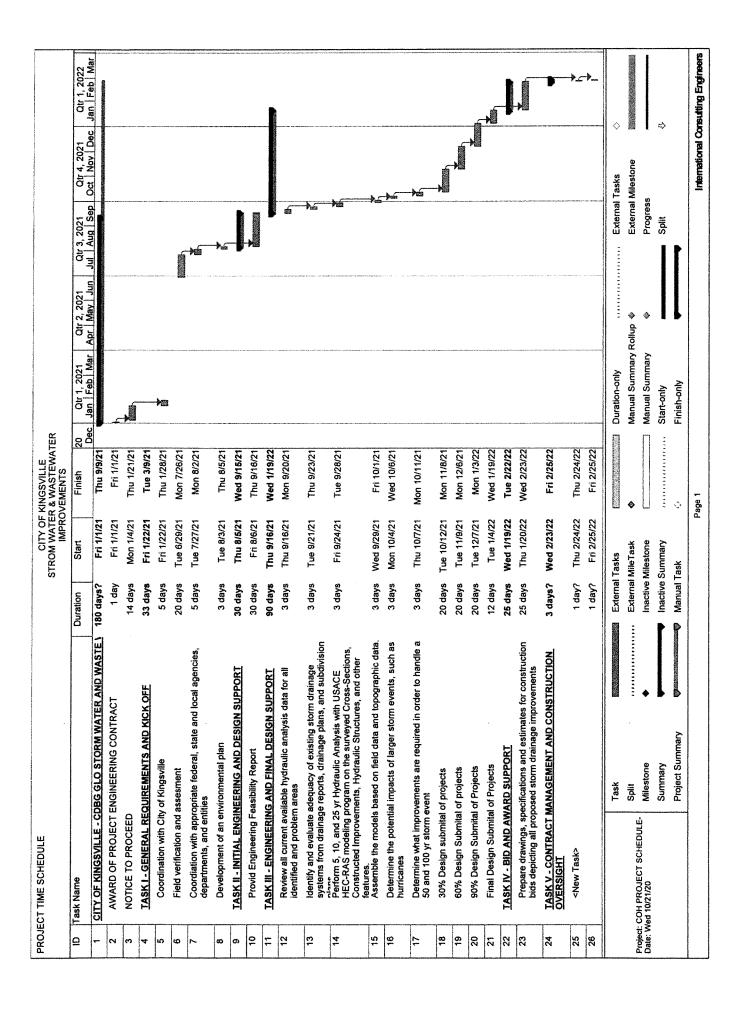
### **Specialized Services**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.
- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.

# ENGINEERING SERVICES PART V - PROJECT TIME SCHEDULE

SEE ATTACHED SCHEDULE (DATED 10/21/2020)



## **Exhibit 1. MONTHLY STATUS REPORT**

Grant Subrecipient:	Date Submitted:	
Grant No.:	Reporting Period:	
Project Status:		_
		-
Date of Last Inspection:	<b></b>	
Name of Inspector:		
Inspection Description:		
		AMARAGAN AND AND AND AND AND AND AND AND AND A
Projected Date of Construction Completion:		_
Amount of Last Pay Request:	<del></del>	
Date of Last Pay Request:		
Status of Last Pay Request:		
List of Subcontractors Onsite		
Name	Date Cleared by Grant Administrator	
CONTROL OF THE STATE OF THE STA		***************************************

<sup>\*</sup>This report may be e-mailed or faxed to the Grant Subrecipient

RESOLUTION #2022-	R	<b>ESC</b>	)LU	JTION	#2022-	
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A RESOLUTION OF THE CITY OF KINGSVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE TWO ENGINEERING SERVICES AGREEMENTS WITH INTERNATIONAL CONSULTING ENGINEERS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) PROGRAM FOR DRAINAGE AND SEWER SYSTEM IMPROVEMENTS; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City of Kingsville desired to apply for the 2020 CBDG-MIT Program administered through the GLO and needs to obtain the services of a professional engineer for said application and project; and

**WHEREAS**, the CDBG-MIT Program requires implementation by professionals experienced in federally funded projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering services has been completed in accordance with GLO requirements and state law; and

WHEREAS, the City advertised RFQ #20-13 in the local newspaper and emailed ten engineering firms on July 30, 2020 and four RFQ's were submitted by the August 14, 2020 deadline; and

WHEREAS, the City Selection Review Committee (Commissioner Leubert, City Manager McLaughlin, and City Engineer Mora) each reviewed the four RFQ's using an Engineer Rating Sheet and the evaluated totals resulted in International Consulting Engineers (ICE) as the highest scoring Professional Engineering Services Provider;

**WHEREAS**, the proposals received for RFQ #20-13 by the due date were reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

WHEREAS, the City Commission officially selected International Consulting Engineers (ICE) as the engineering firm for this grant on August 24, 2020, and staff negotiated a contract for both projects for a fair and reasonable price under the Professional Services Procurement Act with the firm and brought the contract before City Commission for approval on October 26, 2020 vial resolution #2020-74;

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**WHEREAS**, the City and ICE initially had one contract covering both projects and the grant agency recently advised they prefer a separate contract for each of the two projects that were awarded funding;

WHEREAS, the parties have worked to prepare two contracts under the same terms, conditions, scope of work, and project price as was previously awarded for CDBG-MIT Program for drainage & sewer system improvements. with the proposed contract price, determined as a fixed percentage of the construction costs, of \$4,500,000.00 for GLO-CDR Contract No. 22-085-009-D237 and \$884,782.00 for GLO-CDR Contract No. 22-082-016-D218, which together is a total amount of \$5,384,782.00.

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

Ι.

**THAT** the Mayor is authorized and directed as an act of the City of Kingsville, Texas to execute two Engineering Services Agreements with International Consulting Engineers (ICE) for CDBG-MIT Program for drainage and sewer system improvements in accordance with Exhibit A hereto attached and made a part thereof.

11.

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

III.

the

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

PASSED AND APPROVED by a majority vote of the City Commission on 28th day of February , 2022.
Sam R. Fugate, Mayor
ATTEST:

Mary Valenzuela, City Secretary

APPROVED AS TO FORM:	
Courtney Alvarez, City Attorney	

### ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

#### **PART I - AGREEMENT**

THIS AGREEMENT, effective on the date of selection by the City Commission, made on the 24<sup>th</sup> Day of August, 2020 by and between the City of Kingsville, Texas, hereinafter called the "Client" and International Consulting Engineers (ICE) hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation ("CDBG-MIT") funds, administered by the Texas General Land Office ("GLO") to fund activities to mitigate disaster risks and increase resiliency to disasters, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

The parties mutually agree as follows:

- 1. Scope of Services The Firm will perform the services set out in Part IV, Scope of Work.
- 2. <u>Time of Performance</u> Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.
- 3. <u>Local Program Liaison</u> For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- 4. Compensation and Method of Payment The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of is \$4,500,000.00 of the total GLO-CDR Contract No.22-085-009-D237 construction budget of \$29,633,213.00. This is within the General Land Office's engineering fee cap of 15%. This fee is justifiable and acceptable for several reasons: the extensive work ICE undertakes in preparing project budgets and mapping which results in no fee if not funded; the preparation of project design, surveying, Geotech, construction plans and specs, bid documents, and construction management as well as our investment in hiring and training highly qualified licensed engineers; and the quality of our past work as demonstrated in our proposal. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II Payment Schedule of this Agreement.
- 5. <u>Indemnification</u> The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

#### 6. Miscellaneous Provisions

a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kleberg County, Texas.

- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
- 7. Extent of Agreement This Agreement, which **includes Parts I-V and Attachments A-E**, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:	
	(Local City Official)
	Sam R. Fugate
	(Printed Name)
	Mayor
	(Title)
BY:	
	(Firm/Contractor's Authorized Representative)
	(Printed Name)
	President / CEO
	(Title)

# ENGINEERING SERVICES PART II— PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone		% of Contract Fee
Engineering Notice to Proceed		30%
100% Design Approved		30%
Bid Advertise		10%
Construction Notice to Proceed		15%
As-Builts/ CoCC/FWCR		15%
	Total	100%

# ENGINEERING SERVICES PART III - TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm

#### 2. Termination for Convenience of the City.

City may at any time and for any reason terminate Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

- 3. <u>Changes</u>. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
- 4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally with mediation occurring at a location in Kingsville or Corpus Christi that is agreeable to both parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

#### 5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- 6. <u>Assignability</u>. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- 7. <u>Reports and Information</u>. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- 8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
- Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- 10. <u>Copyright</u>. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
- 11. <u>Compliance with Local Laws</u>. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

#### 12. Conflicts of Interest.

- a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. <u>The Firm and Employees</u>. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the City or this Agreement. The Firm further

warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

#### 13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

#### Federal Compliance.

14. <u>Equal Opportunity Clause</u> (applicable to federally assisted construction contracts and subcontracts over \$10.000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246

- of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
- 15. <u>Civil Rights Act of 1964</u>. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 17. <u>Section 504 of the Rehabilitation Act of 1973, as amended.</u> The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- 18. <u>Age Discrimination Act of 1975.</u> The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 19. <u>Byrd Anti-Lobbying Amendment</u> (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
  - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3

preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indianowned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 21. <u>Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.</u>
  - a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
  - b. Affirmative steps must include:
    - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- 22. <u>Patent Rights and Inventions</u> -The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

- 23. <u>Energy Efficiency</u> The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).
- 24. <u>Access to Records</u> The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's CDBG-MIT contract with GLO.
- 25. <u>Retention of Records</u> The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
- 26. <u>Verification No Boycott Israel.</u> As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 27. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 28. <u>GLO Local Infrastructure Program Engineering Fee Cap.</u> Total engineering fees paid under this Engineering Contract, including any subcontracts, shall not exceed the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.) Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the total not-to-exceed fee owed to the engineer to not more than fifteen percent (15%) of the new total construction activity budget.



## TEXAS GENERAL LAND OFFICE ENGINEERING SCOPE OF WORK

SCOPE OF SERVICES REQUESTED
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS
ENGINEERING SERVICES

#### SCOPE OF SERVICES REQUESTED

Firms will help the Client and GLO fulfill State and Federal Community Development Block Grant Mitigation ("CDBG-MIT") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Firms will assist in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Firms will be bound to specific terms and conditions found in the sample general terms and conditions.

#### DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

#### **General Requirements**

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

#### **Initial Engineering and Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details

- vi. Specifications
- vii.Utility relocation designs
- viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
- ix. Required permits
- x. Quantities
- xi. Estimate of construction costs to within +/- 25%
- xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
- (e) Perform subsurface explorations for project sites, as necessary.
- (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- (j) Prepare plans and profiles, including vertical design information for the selected alternative.
- (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- (l) Support subrecipient with acquisition or property/servitudes/right-of- way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

#### **Engineering and Final Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

(a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:

- i. Cross sections/elevations
- ii. Project layout/staging areas
- iii. General notes
- iv. Special notes
- v. Design details
- vi. Specifications
- vii.Utility relocation designs
- viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
- ix. Required permits
- x. Quantities
- xi. Estimate of construction costs to within +/- 20%
- xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

#### **Bid and Award Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).

- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

#### **Contract Management and Construction Oversight**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a biweekly basis or as directed by the GLO or subrecipient.
- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (i) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (I) Develop a final "as built" report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.

- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

#### **Specialized Services**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.
- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.

# ENGINEERING SERVICES PART V - PROJECT TIME SCHEDULE

SEE ATTACHED SCHEDULE (DATED 10/21/2020)

## **Exhibit 1. MONTHLY STATUS REPORT**

Grant Subrecipient:	Date Submitted:
Grant No.:	Reporting Period:
Project Status:	
Date of Last Inspection:	_
Name of Inspector:	_
Inspection Description:	
Projected Date of Construction Completion:	
Amount of Last Pay Request:	-
Date of Last Pay Request:	
Status of Last Pay Request:	
List of Subcontractors Onsite	
Name	Date Cleared by Grant Administrator

<sup>\*</sup>This report may be e-mailed or faxed to the Grant Subrecipient

### ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

#### **PART I - AGREEMENT**

THIS AGREEMENT, effective on the date of selection by the City Commission, made on the 24<sup>th</sup> Day of August, 2020 by and between the City of Kingsville, Texas, hereinafter called the "Client" and International Consulting Engineers (ICE) hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation ("CDBG-MIT") funds, administered by the Texas General Land Office ("GLO") to fund activities to mitigate disaster risks and increase resiliency to disasters, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

The parties mutually agree as follows:

- 1. Scope of Services The Firm will perform the services set out in Part IV, Scope of Work.
- 2. <u>Time of Performance</u> Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.
- 3. <u>Local Program Liaison</u> For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- 4. Compensation and Method of Payment The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of is \$884,782.00 of the total GLO-CDR Contract No.22-082-016-D218 construction budget of \$5,898,548.00 This is within the General Land Office's engineering fee cap of 15%. This fee is justifiable and acceptable for several reasons: the extensive work ICE undertakes in preparing project budgets and mapping which results in no fee if not funded; the preparation of project design, surveying, Geotech, construction plans and specs, bid documents, and construction management as well as our investment in hiring and training highly qualified licensed engineers; and the quality of our past work as demonstrated in our proposal. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II Payment Schedule of this Agreement.
- 5. <u>Indemnification</u> The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
- 6. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Kleberg County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
- 7. Extent of Agreement This Agreement, which includes Parts I-V and Attachments A-E, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY:	
	(Local City Official)
	Sam R. Fugate
	(Printed Name)
	Mayor
	(Title)
BY:	
	(Firm/Contractor's Authorized Representative)
	(Printed Name)
	President / CEO
	(Title)
	( i iiie)

# ENGINEERING SERVICES PART II— PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
Engineering Notice to Proceed	30%
100% Design Approved	30%
Bid Advertise	10%
Construction Notice to Proceed	15%
As-Builts/ CoCC/FWCR	15%
Total	100%

# ENGINEERING SERVICES PART III - TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

#### 2. Termination for Convenience of the City.

City may at any time and for any reason terminate Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

- 3. <u>Changes</u>. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
- 4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally with mediation occurring at a location in Kingsville or Corpus Christi that is agreeable to both parties. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

#### 5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
- 6. <u>Assignability</u>. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
- 7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
- 8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
- 9. <u>Findings Confidential</u>. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- 10. <u>Copyright</u>. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
- 11. <u>Compliance with Local Laws</u>. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

#### 12. Conflicts of Interest.

- a. <u>Governing Body</u>. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. <u>The Firm and Employees</u>. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the City or this Agreement. The Firm further

warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

#### 13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

### Federal Compliance.

14. <u>Equal Opportunity Clause</u> (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246

- of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
- 15. <u>Civil Rights Act of 1964</u>. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- 16. <u>Section 109 of the Housing and Community Development Act of 1974</u>. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- 17. <u>Section 504 of the Rehabilitation Act of 1973, as amended.</u> The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
- 18. <u>Age Discrimination Act of 1975.</u> The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- 19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
  - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3

preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indianowned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- 21. <u>Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.</u>
  - a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
  - b. Affirmative steps must include:
    - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists:
    - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
    - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
    - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
    - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- 22. <u>Patent Rights and Inventions</u> -The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

- 23. Energy Efficiency The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).
- 24. <u>Access to Records</u> The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CDBG-MIT award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's CDBG-MIT contract with GLO.
- 25. <u>Retention of Records</u> The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
- 26. <u>Verification No Boycott Israel.</u> As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 27. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 28. GLO Local Infrastructure Program Engineering Fee Cap. Total engineering fees paid under this Engineering Contract, including any subcontracts, shall not exceed the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.) Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the total not-to-exceed fee owed to the engineer to not more than fifteen percent (15%) of the new total construction activity budget.



### TEXAS GENERAL LAND OFFICE ENGINEERING SCOPE OF WORK

SCOPE OF SERVICES REQUESTED
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS
ENGINEERING SERVICES

### SCOPE OF SERVICES REQUESTED

Firms will help the Client and GLO fulfill State and Federal Community Development Block Grant Mitigation ("CDBG-MIT") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Firms will assist in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Firms will be bound to specific terms and conditions found in the sample general terms and conditions.

#### DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

### **General Requirements**

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

#### **Initial Engineering and Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
  - i. Cross sections/elevations
  - ii. Project layout/staging areas
  - iii. General notes
  - iv. Special notes
  - v. Design details

- vi. Specifications
- vii.Utility relocation designs
- viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
- ix. Required permits
- x. Quantities
- xi. Estimate of construction costs to within +/- 25%
- xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
- (e) Perform subsurface explorations for project sites, as necessary.
- (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
- (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
- (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
- (j) Prepare plans and profiles, including vertical design information for the selected alternative.
- (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
- (l) Support subrecipient with acquisition or property/servitudes/right-of- way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
- (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

### **Engineering and Final Design Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

(a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:

- i. Cross sections/elevations
- ii. Project layout/staging areas
- iii. General notes
- iv. Special notes
- v. Design details
- vi. Specifications
- vii.Utility relocation designs
- viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
- ix. Required permits
- x. Quantities
- xi. Estimate of construction costs to within +/- 20%
- xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

### **Bid and Award Support**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).

- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

### **Contract Management and Construction Oversight**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a biweekly basis or as directed by the GLO or subrecipient.
- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (i) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (I) Develop a final "as built" report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.

- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

### **Specialized Services**

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.
- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.

## ENGINEERING SERVICES PART V - PROJECT TIME SCHEDULE

SEE ATTACHED SCHEDULE (DATED 10/21/2020)

### **Exhibit 1. MONTHLY STATUS REPORT**

Grant Subrecipient:	Date Submitted:
Grant No.:	Reporting Period:
Project Status:	
Date of Last Inspection:	
Name of Inspector:	_
Inspection Description:	
Projected Date of Construction Completion:	
Amount of Last Pay Request:	_
Date of Last Pay Request:	
Status of Last Pay Request:	
List of Subcontractors Onsite	
Name	Date Cleared by Grant Administrator

<sup>\*</sup>This report may be e-mailed or faxed to the Grant Subrecipient

## **AGENDA ITEM #9**

Action Item

#### February 17, 2022

To: Mark McLaughlin, City Manager

From: Susan Ivy, Director of Parks & Recreation

Re: Request for Agenda Item – Scoreboard Sponsorships

Summary – We have received commitments from First Community Bank and Texas Community Federal Credit Union to Sponsor Scoreboards on two Baseball fields in Dick Kleberg Park in the amount of \$10,000.00 each.

History – Park Department solicited scoreboard sponsorships for scoreboards on two baseball fields and one softball field in Dick Kleberg Park. The funds are to be used to assist with the renovations of the fields. The two baseball fields have been committed by First Community Bank and Texas Community Federal Credit Union. The sponsors have the choice of paying in full or paying out \$2,000 per year for 5 years which is the term of the sponsorship. The agreements are attached. We are still soliciting for the one at the softball complex.

Financial impact: These sponsorships will increase revenue to assist with field renovations by \$20,000.00.

We ask that Commission approves the receipt of the sponsorships and the associated budget amendment.

## License Agreement between the City of Kingsville, Texas and First Community Bank to allow Placement of Licensed Signs at \_\_\_DKP Baseball Field #6\_\_\_\_

This License Agreement is entered into by and between The City of Kingsville, Texas, a Texas municipal corporation
(hereinafter called "City"), and $\_$ First Community Bank $\_\_$ (hereinafter called "Licensee"), granting a non-exclusive
right to Licensee to place the "Licensed Signs" at theDKP Baseball Field #6 location depicted on Exhibit "A",
(hereinafter known as the "Licensed Premises") subject to the following conditions:

- 1. Placement of Signs. In exchange for a Fee of \_\_\$10,000.00\_\_\_\_\_\_, the City or entity acting with the City's permission will erect one Licensed Sign at the aforementioned Location. The City will affix one sign (10' x 2') as depicted in Exhibit "B") to the scoreboard for this particular \_ DKP Baseball Field #\_6\_\_\_\_ as identified in Exhibit "A".— The City will purchase and install the initial sign to be attached to the scoreboard. In the event of failure of the affixing mechanisms due to natural or human elements in the park, Parks Department staff will re-affix the sign and place it as it was originally.
- 2. Replacement or Repair of Damaged Signs. This license shall not permit Licensee to replace or modify the Licensed Signs. If either sign is damaged in a manner that causes it to become dangerous, the City's Director of Parks and Recreation may remove the sign.
- 3. Term. This license shall be for a term of 5-years from \_Date of Signing unless terminated earlier in accordance with the requirement of the City. The City may terminate this License Agreement at any time prior to the expiration of the aforementioned term, with or without cause, without penalty or damages by sending or delivering Notice of Termination to First Community Bank, or posting such Notice of Termination on the Licensed Premises. Upon early revocation by the City, the City will repay Licensee the unused portion of the Fee on a pro-rata basis. This Agreement does not operate to confer on, or vest in Licensee any title, interest, or estate in the Licensed Premises. The Licensee may pay all of contract amount at signing of this agreement or may choose to pay in five (5) annual installments of \$2,000.00 each. The first installment will be due at signing and the remainders will be due on the anniversary date of signing and will be billed by City. Failure to pay installments will result in default of this agreement and the Licensed Sign will be removed and another sponsor will be solicited.
- 4. Indemnity & Liability. The Licensee agrees to release, hold harmless, defend and indemnify the City and the City's officers, agents, and employees from and against any and all claims, causes of action, liabilities, or damages arising from or related to the placement or presence of the Licensed Signs on the Licensed Premises. This indemnity and defense obligation shall include all attorneys' fees, courts costs, expert fees, or other costs associated with the defense of any indemnified claim, cause-of-action, liability, or damage. Licensee expressly agrees to release, defend, indemnify and hold harmless the City and the City's officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts or omissions, including negligence, of the City or the City's officers, agents or employees or any condition of the City's property.
- 5. Governmental purpose. It is the parties' intent that the \_DKP Baseball Field #\_6\_ will continue to be considered a park facility, a convention center, a museum, a recreational facility and/or other governmental activity. No part of this understanding is intended to transform any of the DKP Baseball Field #\_6\_\_\_\_ or any operations thereon int a proprietary activity, and the City intends the \_DKP Baseball Field #\_6\_ to be continuously operated only as a governmental activity for purposes of Tex. Civ. Prac. & Rem. Code 101.0215.

Executed this, theday of,	2022
Licensor: City of Kingsville	Licensee:
Mark McLaughlin, City Manager	(Signature) (Printed Name & Title)
(seal)	
Attest:	Witness:
Mary Valenzuela, City Secretary	Signature
Form Approved:	Name & Title (Printed)

6. Assignment. The rights granted in this agreement are not assignable without the consent of the City. This contract has no third-party beneficiaries, and no entity other than the City and the Licensee shall have any

Attached Exhibits: "A" Location of Field

icense Agreement between the City of Kingsville, Texas and Texas Community Federal Credit \	Jnion
to allow Placement of Licensed Signs atDKP Baseball Field #4	

This License Agreement is entered into by and between The City of Kingsville, Texas, a Texas municipal corporation (hereinafter called "City"), and \_\_Texas Community Federal Credit Union, (hereinafter called "Licensee"), granting a non-exclusive right to Licensee to place the "Licensed Signs" at the \_\_DKP Baseball Field #4\_\_\_\_ location depicted on Exhibit "A", (hereinafter known as the "Licensed Premises") subject to the following conditions:

- 1. Placement of Signs. In exchange for a Fee of \_\_\$10,000.00\_\_\_\_\_\_, the City or entity acting with the City's permission will erect one Licensed Sign at the aforementioned Location. The City will affix one sign (10' x 2') as depicted in Exhibit "B") to the scoreboard for this particular \_ DKP Baseball Field #\_4\_\_\_\_ as identified in Exhibit "A".— The City will purchase and install the initial sign to be attached to the scoreboard. In the event of failure of the affixing mechanisms due to natural or human elements in the park, Parks Department staff will re-affix the sign and place it as it was originally.
- 2. Replacement or Repair of Damaged Signs. This license shall not permit Licensee to replace or modify the Licensed Signs. If either sign is damaged in a manner that causes it to become dangerous, the City's Director of Parks and Recreation may remove the sign.
- 3. Term. This license shall be for a term of 5-years from \_Date of Signing unless terminated earlier in accordance with the requirement of the City. The City may terminate this License Agreement at any time prior to the expiration of the aforementioned term, with or without cause, without penalty or damages by sending or delivering Notice of Termination to First Community Bank, or posting such Notice of Termination on the Licensed Premises. Upon early revocation by the City, the City will repay Licensee the unused portion of the Fee on a pro-rata basis. This Agreement does not operate to confer on, or vest in Licensee any title, interest, or estate in the Licensed Premises. The Licensee may pay all of contract amount at signing of this agreement or may choose to pay in five (5) annual installments of \$2,000.00 each. The first installment will be due at signing and the remainders will be due on the anniversary date of signing and will be billed by City. Failure to pay installments will result in default of this agreement and the Licensed Sign will be removed and another sponsor will be solicited.
- 4. Indemnity & Liability. The Licensee agrees to release, hold harmless, defend and indemnify the City and the City's officers, agents, and employees from and against any and all claims, causes of action, liabilities, or damages arising from or related to the placement or presence of the Licensed Signs on the Licensed Premises. This indemnity and defense obligation shall include all attorneys' fees, courts costs, expert fees, or other costs associated with the defense of any indemnified claim, cause-of-action, liability, or damage. Licensee expressly agrees to release, defend, indemnify and hold harmless the City and the City's officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts or omissions, including negligence, of the City or the City's officers, agents or employees or any condition of the City's property.
- 5. Governmental purpose. It is the parties' intent that the \_DKP Baseball Field #\_4\_ will continue to be considered a park facility, a convention center, a museum, a recreational facility and/or other governmental activity. No part of this understanding is intended to transform any of the DKP Baseball Field #\_4\_\_\_\_ or any operations thereon int a proprietary activity, and the City intends the \_DKP Baseball Field #\_4\_ to be continuously operated only as a governmental activity for purposes of Tex. Civ. Prac. & Rem. Code 101.0215.

contract has no third-party beneficiaries, and rights with respect to the Licensed Signs.	no entity other than the City and the Licensee shall have any
. Venue. This agreement is performable and is Venue for any action arising under the agree	s to be governed by the law applicable in Kleberg County, Texas. ment shall be in Kleberg County, Texas.
Executed this, theday of,	2022
Licensor: City of Kingsville	Licensee:
Mark McLaughlin, City Manager	(Signature) (Printed Name & Title)
(seal)	
Attest:	Witness:
Mary Valenzuela, City Secretary	Signature
Form Approved:	Name & Title (Printed)
Courtney Alvarez, City Attorney	

6. Assignment. The rights granted in this agreement are not assignable without the consent of the City. This

Attached Exhibits: "A" Location of Field

## **AGENDA ITEM #10**

Budger Am.

#### February 17, 2022

To: Mark McLaughlin, City Manager

From: Susan Ivy, Director of Parks & Recreation

Re: Request for Agenda Item - Scoreboard Sponsorships

Summary – We have received commitments from First Community Bank and Texas Community Federal Credit Union to Sponsor Scoreboards on two Baseball fields in Dick Kleberg Park in the amount of \$10,000.00 each.

History – Park Department solicited scoreboard sponsorships for scoreboards on two baseball fields and one softball field in Dick Kleberg Park. The funds are to be used to assist with the renovations of the fields. The two baseball fields have been committed by First Community Bank and Texas Community Federal Credit Union. The sponsors have the choice of paying in full or paying out \$2,000 per year for 5 years which is the term of the sponsorship. The agreements are attached. We are still soliciting for the one at the softball complex.

Financial impact: These sponsorships will increase revenue to assist with field renovations by \$20,000.00.

We ask that Commission approves the receipt of the sponsorships and the associated budget amendment.

# License Agreement between the City of Kingsville, Texas and First Community Bank to allow Placement of Licensed Signs at \_\_DKP Baseball Field #6\_\_\_\_\_

This License Agreement is entered into by and between The City of Kingsville, Texas, a Texas municipal corporation
(hereinafter called "City"), and $\_$ First Community Bank $\_\_$ (hereinafter called "Licensee"), granting a non-exclusive
right to Licensee to place the "Licensed Signs" at theDKP Baseball Field #6 location depicted on Exhibit "A",
(hereinafter known as the "Licensed Premises") subject to the following conditions:

- 1. Placement of Signs. In exchange for a Fee of \_\_\$10,000.00\_\_\_\_\_\_, the City or entity acting with the City's permission will erect one Licensed Sign at the aforementioned Location. The City will affix one sign (10' x 2') as depicted in Exhibit "B") to the scoreboard for this particular \_ DKP Baseball Field #\_6\_\_\_\_\_ as identified in Exhibit "A".— The City will purchase and install the initial sign to be attached to the scoreboard. In the event of failure of the affixing mechanisms due to natural or human elements in the park, Parks Department staff will re-affix the sign and place it as it was originally.
- 2. Replacement or Repair of Damaged Signs. This license shall not permit Licensee to replace or modify the Licensed Signs. If either sign is damaged in a manner that causes it to become dangerous, the City's Director of Parks and Recreation may remove the sign.
- 3. Term. This license shall be for a term of 5-years from \_Date of Signing unless terminated earlier in accordance with the requirement of the City. The City may terminate this License Agreement at any time prior to the expiration of the aforementioned term, with or without cause, without penalty or damages by sending or delivering Notice of Termination to First Community Bank, or posting such Notice of Termination on the Licensed Premises. Upon early revocation by the City, the City will repay Licensee the unused portion of the Fee on a pro-rata basis. This Agreement does not operate to confer on, or vest in Licensee any title, interest, or estate in the Licensed Premises. The Licensee may pay all of contract amount at signing of this agreement or may choose to pay in five (5) annual installments of \$2,000.00 each. The first installment will be due at signing and the remainders will be due on the anniversary date of signing and will be billed by City. Failure to pay installments will result in default of this agreement and the Licensed Sign will be removed and another sponsor will be solicited.
- 4. Indemnity & Liability. The Licensee agrees to release, hold harmless, defend and indemnify the City and the City's officers, agents, and employees from and against any and all claims, causes of action, liabilities, or damages arising from or related to the placement or presence of the Licensed Signs on the Licensed Premises. This indemnity and defense obligation shall include all attorneys' fees, courts costs, expert fees, or other costs associated with the defense of any indemnified claim, cause-of-action, liability, or damage. Licensee expressly agrees to release, defend, indemnify and hold harmless the City and the City's officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts or omissions, including negligence, of the City or the City's officers, agents or employees or any condition of the City's property.
- 5. Governmental purpose. It is the parties' intent that the \_DKP Baseball Field #\_6\_ will continue to be considered a park facility, a convention center, a museum, a recreational facility and/or other governmental activity. No part of this understanding is intended to transform any of the DKP Baseball Field #\_6\_\_\_\_ or any operations thereon int a proprietary activity, and the City intends the \_DKP Baseball Field #\_6\_ to be continuously operated only as a governmental activity for purposes of Tex. Civ. Prac. & Rem. Code 101.0215.

Executed this, theday of	, 2022	
Licensor: City of Kingsville		Licensee:
Mark McLaughlin, City Manager		(Signature)
		(Printed Name & Title)
(seal)		
Attest:		Witness:
Mary Valenzuela, City Secretary		Signature
Form Approved:		Name & Title (Printed)

6. Assignment. The rights granted in this agreement are not assignable without the consent of the City. This contract has no third-party beneficiaries, and no entity other than the City and the Licensee shall have any

Attached Exhibits: "A" Location of Field

License Agreement between the City of Kingsville, Texas and Texas Community Federal Credit Un	ion
to allow Placement of Licensed Signs atDKP Baseball Field #4	

This License Agreement is entered into by and between The City of Kingsville, Texas, a Texas municipal corporation (hereinafter called "City"), and \_\_Texas Community Federal Credit Union, (hereinafter called "Licensee"), granting a non-exclusive right to Licensee to place the "Licensed Signs" at the \_\_DKP Baseball Field #4\_\_\_\_ location depicted on Exhibit "A", (hereinafter known as the "Licensed Premises") subject to the following conditions:

- 1. Placement of Signs. In exchange for a Fee of \_\_\$10,000.00\_\_\_\_\_\_, the City or entity acting with the City's permission will erect one Licensed Sign at the aforementioned Location. The City will affix one sign (10' x 2') as depicted in Exhibit "B") to the scoreboard for this particular \_ DKP Baseball Field #\_4\_\_\_\_ as identified in Exhibit "A".— The City will purchase and install the initial sign to be attached to the scoreboard. In the event of failure of the affixing mechanisms due to natural or human elements in the park, Parks Department staff will re-affix the sign and place it as it was originally.
- 2. Replacement or Repair of Damaged Signs. This license shall not permit Licensee to replace or modify the Licensed Signs. If either sign is damaged in a manner that causes it to become dangerous, the City's Director of Parks and Recreation may remove the sign.
- 3. Term. This license shall be for a term of 5-years from \_Date of Signing unless terminated earlier in accordance with the requirement of the City. The City may terminate this License Agreement at any time prior to the expiration of the aforementioned term, with or without cause, without penalty or damages by sending or delivering Notice of Termination to First Community Bank, or posting such Notice of Termination on the Licensed Premises. Upon early revocation by the City, the City will repay Licensee the unused portion of the Fee on a pro-rata basis. This Agreement does not operate to confer on, or vest in Licensee any title, interest, or estate in the Licensed Premises. The Licensee may pay all of contract amount at signing of this agreement or may choose to pay in five (5) annual installments of \$2,000.00 each. The first installment will be due at signing and the remainders will be due on the anniversary date of signing and will be billed by City. Failure to pay installments will result in default of this agreement and the Licensed Sign will be removed and another sponsor will be solicited.
- 4. Indemnity & Liability. The Licensee agrees to release, hold harmless, defend and indemnify the City and the City's officers, agents, and employees from and against any and all claims, causes of action, liabilities, or damages arising from or related to the placement or presence of the Licensed Signs on the Licensed Premises. This indemnity and defense obligation shall include all attorneys' fees, courts costs, expert fees, or other costs associated with the defense of any indemnified claim, cause-of-action, liability, or damage. Licensee expressly agrees to release, defend, indemnify and hold harmless the City and the City's officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts or omissions, including negligence, of the City or the City's officers, agents or employees or any condition of the City's property.
- 5. Governmental purpose. It is the parties' intent that the \_DKP Baseball Field #\_4\_ will continue to be considered a park facility, a convention center, a museum, a recreational facility and/or other governmental activity. No part of this understanding is intended to transform any of the DKP Baseball Field #\_4\_\_\_\_ or any operations thereon int a proprietary activity, and the City intends the \_DKP Baseball Field #\_4\_ to be continuously operated only as a governmental activity for purposes of Tex. Civ. Prac. & Rem. Code 101.0215.

contract has no third-party beneficiaries, and rights with respect to the Licensed Signs.	d no entity other than the City and the Licensee shall have any
Venue. This agreement is performable and is Venue for any action arising under the agree	s to be governed by the law applicable in Kleberg County, Texas ment shall be in Kleberg County, Texas.
Executed this, theday of	, 2022
Licensor: City of Kingsville	Licensee:
Mark McLaughlin, City Manager	(Signature) (Printed Name & Title)
(seal)	
Attest:	Witness:
Mary Valenzuela, City Secretary	Signature
Form Approved:	Name & Title (Printed)
Courtney Alvarez, City Attorney	

6. Assignment. The rights granted in this agreement are not assignable without the consent of the City. This

Attached Exhibits: "A" Location of Field

ORDINANCE NO. 2022
--------------------

AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT SCOREBOARD SPONSORSHIP DONATIONS FROM TEXAS COMMUNITY FEDERAL CREDIT UNION AND FIRST COMMUNITY BANK.

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

L

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

### CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT #16

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 0	01 – General	Fund			
Revenu	ues-4				
4513	Parks	Donations	58003	\$20,000.00	

[To amend the City of Kingsville FY 21-22 Budget to accept scoreboard sponsorship donations from Texas Community Federal Credit Union and First Community Bank. Funding from the Texas Parks and Wildlife Grant paid for the purchase of the scoreboards.]

11.

**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.

THAT this Ordinance shall not be codified but shall be	ecome effective on and after adoption and
publication as required by law.	·
INTRODUCED on this the 28th day of February 202	2.

PASSED AND APPROVED on this the 14th day of M	arch 2022.
EFFECTIVE DATE:	
Sam R. Fugate, Mayor	
ATTEST:	
Mary Valenzuela, City Secretary	
APPROVED AS TO FORM:	
Courtney Alvarez, City Attorney	

## **AGENDA ITEM #11**

### Action Item

### CITY OF KINGSVILLE



#### P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

Date: February 16, 2022

To: City Commission via City Manager Mark McLaughlin

CC: Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

From: Janine Reyes, Director of Tourism Services

**Summary:** The Tourism Department is currently planning the Meet the Blues event in conjunction with the 2022 Wings Over South Texas Air Show. The Meet the Blues event will feature an opportunity for visitors and community members to meet the Blue Angels and other Air Show Performers ahead of the weekend's Air Show.

**Background:** The City of Kingsville has traditionally hosted a Meet the Blues event ahead of the Air Show and in 2016 the planning committee decided to honor a segment of the military community by seeking out nominations for Vietnam Veterans to be honored. In 2018 the committee honored Women Veterans and in 2022, the committee has decided to honor Military Medical; both active duty and retired will be honored. A nomination form has been uploaded to the Tourism website and is being distributed throughout the Rio Grande Valley and Coastal Bend regions. The Meet the Blues the event is scheduled for Friday, April 1, 2022.

Financial Impact: Tourism Department has priced commemorative coins. An order of 250 coins will cost approximately \$1,045 plus shipping. Proof is attached. In order to offset that cost, Christus Spohn-Kleberg has agreed to sponsor the event with a \$1,200 donation.

**Recommendation**: Staff recommends accepting the donation from Christus Spohn-Kleberg for the Meet the Blues event.



Corey CC22-2657

Phone: (800) 464-3936 Phone: (479) 300-6160 Fax: (479) 300-6173 Hogeye Inc. 4148 MLK Blvd., Suite 1 Fayetteville, AR 72704

CLIENT: City of Kingsville, TX

DATE: 02-11-2022

**ARTIST** 

Angela

### PANTONE COLORS

- 1. White
- 2. Red (185C)
- 3. Dark Red (187C)
- 4. Blue (2748C)
- 5. Navy (2768C)
- ☐ 6. Yellow (107C)
- 7. Logo (Blue 072C)

### **METAL COIN**

STYLE: DIE STRUCK METAL: POLISHED SILVER 2 Inch (Shown Actual Size)





Front side

Back side

### **ENLARGED TO SHOW DETAIL**





Please provide resale price.

X
Sign and date for artwork approval

Packaging \_\_\_

Text Card

Barcode

Poly Zip Hang Hole

Please provide text and image.

yes

yes

no

Some effects such as Antique,
Glitter and/or Transparent color
may vary from artist's rendering.
Computer monitors and printers
may display colors differently from
the finished product. Please refer to
the Pantone Solid Color Guide for
accurate color swatches.

Special Packing Instructions:

Please review proof carefully. Make sure to check spelling, punctuation, and numbers.

Please check the correct use of pantone colors, logos, and company brand standards. Please make sure dimensions match your specifications. Changes made after approval may be subject to additional charges.



## **AGENDA ITEM #12**

### CITY OF KINGSVILLE



### P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

Date: February 16, 2022

To: City Commission via City Manager Mark McLaughlin

CC: Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

From: Janine Reyes, Director of Tourism Services

**Summary:** The Tourism Department is currently planning the Meet the Blues event in conjunction with the 2022 Wings Over South Texas Air Show. The Meet the Blues event will feature an opportunity for visitors and community members to meet the Blue Angels and other Air Show Performers ahead of the weekend's Air Show.

Background: The City of Kingsville has traditionally hosted a Meet the Blues event ahead of the Air Show and in 2016 the planning committee decided to honor a segment of the military community by seeking out nominations for Vietnam Veterans to be honored. In 2018 the committee honored Women Veterans and in 2022, the committee has decided to honor Military Medical; both active duty and retired will be honored. A nomination form has been uploaded to the Tourism website and is being distributed throughout the Rio Grande Valley and Coastal Bend regions. The Meet the Blues the event is scheduled for Friday, April 1, 2022.

**Financial Impact**: Tourism Department has priced commemorative coins. An order of 250 coins will cost approximately \$1,045 plus shipping. Proof is attached. In order to offset that cost, Christus Spohn-Kleberg has agreed to sponsor the event with a \$1,200 donation.

**Recommendation:** Staff recommends accepting the donation from Christus Spohn-Kleberg for the Meet the Blues event.



Corey CC22-2657

Phone: (800) 464-3936 Phone: (479) 300-6160 Fax: (479) 300-6173 Hogeye Inc. 4148 MLK Blvd., Suite 1 Fayetteville, AR 72704

CLIENT: City of Kingsville, TX

**ARTIST** 

DATE: 02-11-2022

Angela

### PANTONE COLORS

- 1. White
- 2. Red (185C)
- 3. Dark Red (187C)
- 4. Blue (2748C)
- 5. Navy (2768C)
- 6. Yellow (107C)
- 7. Logo (Blue 072C)

### **METAL COIN**

STYLE: DIE STRUCK METAL: POLISHED SILVER 2 Inch (Shown Actual Size)





Front side

Back side

### **ENLARGED TO SHOW DETAIL**





yes Please provide resale price.

yes

Sign and date for artwork approval

Packaging

Barcode

Text Card

Poly Zip Hang Hole

Please provide text and image

Some effects such as Antique, Glitter and/or Transparent color may vary from artist's rendering. Computer monitors and printers may display colors differently from the finished product. Please refer to the Pantone Solid Color Guide for accurate color swatches.

Special Packing Instructions:

Please review proof carefully. Make sure to check spelling, punctuation, and numbers. Please check the correct use of pantone colors, logos, and company brand standards. Please make sure dimensions match your specifications. Changes made after approval may be subject to additional charges.



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AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND EXPEND THE DONATION FROM CHRISTUS SPOHN KLEBERG FOR AIRSHOW PROMOTIONAL ITEMS.

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

1.

**BE IT ORDAINED** by the City Commission of the City of Kingsville that the Fiscal Year 2021-2022 budget be amended as follows:

### CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT – BA#15

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 0	02 - Tourism				
Reveni	ues - <u>4</u>				
1070	Tourism	Donations	72030	\$1,200	
Expend	l ditures - 5				
1071	Tourism	Promotional Items	23200	\$1,200	

[To amend the City of Kingsville FY 21-22 Budget to accept and expend the donation from Christus Spohn-Kleberg for the Meet the Blues airshow promotional items. Funding will come from the donation received.]

11.

**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.

**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 28th day of February 2022.

PASSED AND APPROVED on this the 14th day of March 2022.
EFFECTIVE DATE:
Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary
APPROVED AS TO FORM:
Courtney Alvarez, City Attorney

## **AGENDA ITEM #13**

### CITY OF KINGSVILLE

#### P. O. BOX 1458 - KINGSVILLE, TEXAS 78364

Date: February 15, 2022

To: City Commission via City Manager Mark McLaughlin

CC: Courtney Alvarez, City Attorney and Mary Valenzuela, City Secretary

From: Janine Reyes, Director of Tourism Services

RE: Decisions Related to Wings Over South Texas (WOST) Events

**Summary:** As a sponsor of the WOST Air Show, the City is provided a 50-person chalet each day of the event and tickets for 20 people to watch the practice day event. Decisions are needed for ticket distribution and potential catering options.

**Background:** Kingsville City Commission approved presenting sponsorship for the Wings Over South Texas Air Show in the amount of \$25,000 on November 22, 2021. Presenting sponsorship entitles the City to one chalet per air show day, which is Saturday, April 2nd and Sunday, April 3rd. Each chalet seats 50 people. Presenting sponsorship also entitles the City to a 20-person private invite to event practice day on Friday, April 1st. The City Manager would like to provide City Commission, city employees, and city board members an opportunity to select a day and receive two tickets to be seated at the private practice and/or the chalets.

The City Manager would like commission to discuss and act on a selection process to distribute tickets for the private practice and the Wings Over South Texas chalets.

Additionally, each chalet has a catering option. Options are attached and come at a cost of \$18.00, \$19.00 or \$20.00 per person per day. The menu is attached. Staff would like commission to decide whether to provide catering; and, if so, select a menu for Saturday and Sunday of the air show.

**Financial Impact**: If the catering option is selected, staff recommends the anticipated amount of up to \$2,000 in catering expenditures come from division 1030 - the City Special account.

**Recommendation**: Provide procedure for distribution of tickets (120 total) for the three WOST Air Show events the City has available, and select a menu if catering is desired.





# Wings Over South Texas Chalet Catering Menus

#### Menu 1:

- BALLPARK HOTDOGS WITH BUNS
- CHEESEBURGERS WITH PORTION CONTROLLED CONDIMENTS
- HOMADE POTATO SALAD
- PORTION CONTROLLED PACKAGES OF CHIPS
- ASSORTED COOKIES & BROWNIES

\$18.00 per person per day

#### Menu 2:

- BEEF & CHICKEN FAJITAS WITH FRESH TORTILLAS
- MEXICAN STYLE RICE & BEANS
- FRESH PICO DE GALLO
- ASSORTED COOKIES
   & BROWNIES

\$19.00 per person per day

#### Menu 3:

- FRESH ROLLS
- COCONUT FRIED SHRIMP OR GRILLED SHRIMP (5 EACH) WITH MANGO SALASA
- COLE SLAW
- TORTELLINI PASTA SALAD
- ASSORTED COOKIES & BROWNIES

\$20.00 per person per day

Menu prices cover the buffet service charge which includes: banquet servers, all necessary buffet equipment, Chinet plates, paper napkins, plastic utensils, and clear plastic cups.

### **Beverages**

# All chalets will include iced tea and water stations.

This also includes lemons, ice, and assorted sweeteners.

Coffee and canned sodas can be added at \$1.50 per person.

#### Beer:

The following kegs are available for \$200.00 each and include cups.

- Bud Light
- Michelob Uliva
- Ziegenbock

# **AGENDA ITEM #14**



#### City Manager's Office

TO: Mayor and City Commissioners

CC:

FROM: City Manager

DATE: February 9, 2022

SUBJECT: Grant Administrative Board Nominations

#### Summary:

Per the City of Kingsville Economic Development Grant Program and Administrative Manual, Part II. Grant Operational Procedures, Part II. A. 2: Grant Administrative Board, there stipulates a Grant Administrative Board (GAB) membership of 9 persons, four of which are fixed positions that includes the City Manager, Finance Director, Planning Director and the President/CEO of the Kingsville Economic Development Corporation/Chamber of Commerce. The remaining five positions are at-large voting members nominated by the Kingsville City Manager and approved by the Kingsville City Commission. The five atlarge members shall represent a cross section of the local business community and have extensive business and financial expertise.

Kingsville Economic Development Corporation/Chamber of Commerce Manny Salazar and I discussed a number of potential candidates and accepted self-nominations and nominations from the City Commission. There were a total of 10 nominations. The following list contains the 10 nominated persons with the City Manager's recommendations as the first five names. The remainder of the list is in the City Manager's ranking order for alternates that may be substituted during the agenda item discussion. Final approval of a five-member group for the GAB requires a majority vote of the City Commission.

#### Recommendation:

City Manager recommends the following five people to the inaugural Grant Administrative Board for a period of two years:

- Sharon Pennington D&C Amusement, not a Chamber member.
- Stefanie Perryman Stef & Becs Boutique, Chamber member.
- Justin Bray Bray's Smokehouse, Chamber member.
- Charlie Williams Beef & Bones Meat Market, Chamber member.
- Rodney Rodriquez Rodriguez & Sons Plumbing not a Chamber member.





#### City Manager's Office

Alternate names in the City Manager's ranking order include:

- 6. Henry Molina Dominos/Heavenly Delights, Chamber member.
- 7. Lupe Ruiz Ruiz Bookkeeping & Income Tax Service, not a Chamber member.
- 8. Maggie Salinas retired, not a Chamber member.
- 9. Marcus Salinas Shorty's/Nucky's Cocktail Bar, not a Chamber member.
- 10. Payne Neessen Neessen CDJR/Polaris, chamber member.

Financial Impact: None. Board members are not compensated for their service on the GAB.



# **AGENDA ITEM #15**

### City of Kingsville Public Works, Water Construction Division

TO:

Mayor and City Commissioners

CC:

Mark McLaughlin, City Manager

FROM:

William Donnell, Director of Public Works A

DATE:

February 17, 2022

SUBJECT:

Paisano Creek Subdivision Water Extension

#### Summary:

This item would authorize the negotiation of an agreement to provide a waterline extension to service the lots of the Paisano Creek Subdivision.

#### Background:

The Paisano Creek Subdivision was filed for record on December 14, 2021, by John and Dena Wuensche. The property is located on the northwest side of the intersection of CR1030 and West Trant Road and is adjacent to the city limits but on the outside. They are requesting approximately 700-foot city water extension along West Trant Road to service six lots. There is a 12" waterline on the east side of CR1030 bearing north and south.

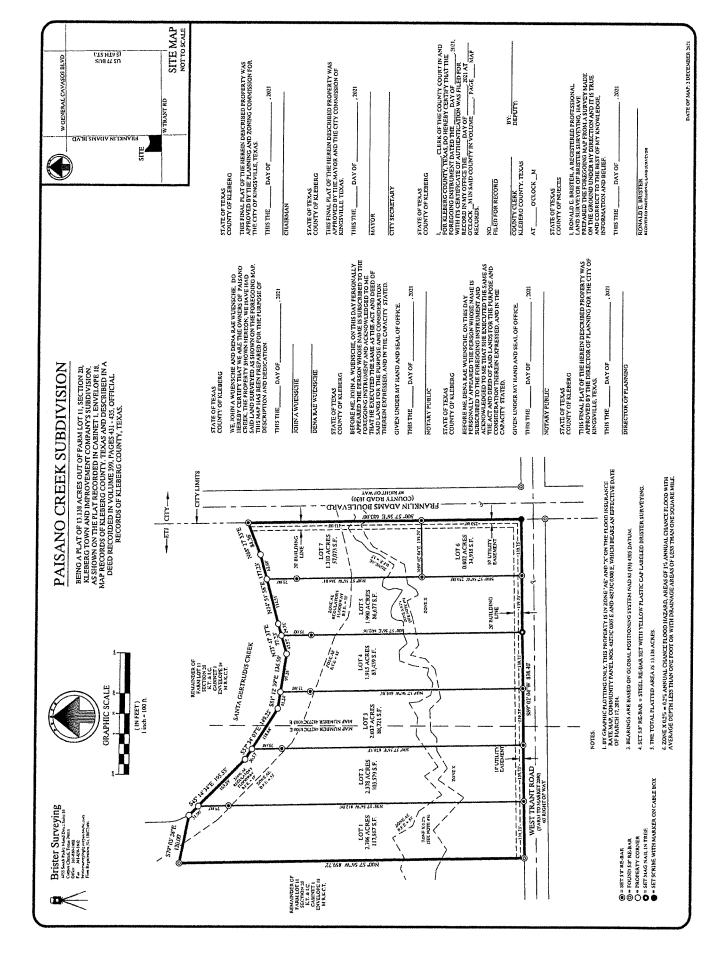
#### **Financial Impact:**

Options and financial impact for a 2" waterline and (6) 1" taps is calculated to be \$15,452.00. The calculated cost for a 6" waterline and (6) 1" taps is \$29,917.00. The calculated cost for an 8" waterline and (6) 1" taps is \$37,457.00. If there is not a stub-out crossing CR1030 an additional cost of \$10,780.00 for a bore and materials to cross the road would be added to the line size option.

#### Recommendation:

Staff is recommending a 6" waterline extension to service the six lots along West Trant Road at a cost to the developer of \$29,917.00.





·\$	Proje	ct Cost	Project Cost Estimate	e		
to make	Project Location	ion				
Kino'svilled.	Paísano Creek Subdivision	eek Sub	division			
TEXAS	Project Title					
	Waterline extension	extensi	uo			
Makada Rationates					(	
Material Estimates	Quantity	rty Try	4	Material Cost	al Co	st
Item Description	Amount	Unit	Unit Cost	ost	Ţ	Total
2" Sch 40	700	ŧŧ	\$	1.30	÷	910.00
12"x6" mech tee	-	ea	\$ 40	400.00	<del>⇔</del>	400.00
12" mega lug	4	ea		150.00	₩.	600.00
6" mega lug	9	еа		70.00	<del>()</del>	420.00
valve boxes	7	ea		45.00	↔	90.00
6" MJ valve	<del>, - 1</del>	еа	9 \$	00.009	↔	600.00
2" gate valve	-	ea	•	120.00	<del>⇔</del>	120.00
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	Material Total:	otal:			€.	3 140 00

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					Ð	ı	Description	Amoun
					↔	ı	1" Water taps	9
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	Material Total:	otal:			ઝ	\$ 3,140.00		
							<b>Grand Totals</b>	ð
Equipment Estimates	Quantity		Mate	Material Cost				Amount
Item Description	Amount   Unit/hr Unit Cost	Unit/h	Unit (		Total		Material	
BACKHOE	40	hr	ક્ક	50.00	ક્ક	2,000.00	Labor	
Dump Truck	70	h	↔	40.00	↔	800.00	Equipment	
Utility Truck	40	hr	↔	35.00	₩	1,400.00	Total	
1/2 ton truck	40	hr	₩	25.00	₩	1,000.00		
					8	ı	SUB-TOTAL	
					↔	ı	Other Services	
					↔	1		
	Equipment Total:	it Total:			₩	5,200.00		<b>Grand To</b>

Estimated By	Project No.		Date Prepared	pared		
Cameron Whittington	gton		Fe	bruai	y 18,	February 18, 2022
Water Construction	uc					
Labor Estimates	Quantity	ıtity		Labo	Labor Cost	st
Job Description	Amount	Unit	Unit Cost	Cost		Total
Supervisor	10	hr	\$ 2	25.00	÷	250.00
Eq. Oper III	40	þr	\$ 1	18.00	<del>s</del>	720.00
Eq. Oper II	40	h	\$ 1	16.00	₩	640.00
Utility	40	ħ	\$ 1.	12.00	↔	480.00
Utility	40	hr	\$	12.00	↔	480.00
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					↔	i
					₩.	1
			Labor Total:	otal:	÷	2,570.00

Other Services	Quantity	ıtity	Mate	Material Cost
Description	Amount	Unit	Unit Cost	Total
1" Water taps	9	Per	\$757.00	\$4,542.00
			۱ ج	<del>(∕)</del>
	Other Services Total:	ices Total:		\$ 4,542.00

Grand Totals	Quantity	ıtity	Mate	Material Cost
	Amount	Unit	Unit Cost	Total
Material				\$ 3,140.00
Labor				\$ 2,570.00
Equipment				\$ 5,200.00
Total				\$ 10,910.00
	- The state of the			
SUB-TOTAL				\$ 10,910.00
Other Services				\$ 4,542.00
	<b>Grand Total:</b>			\$ 15,452.00

	Proje	ct Cost	Project Cost Estimate	te te		
	Project Location	uo				
*Kinosville	Paisano Creek Subdivision	eek Sub	division			
I	Project Title					
<del></del>	Waterline extension	extensi	uo			
Material Estimates	Quantity	tity	Į	Materi	Material Cost	
Item Description	Amount	Unit	Unit Cost	Cost	Total	778
6" C900 pvc	700	ft	€9	13.00	\$ 9,10	9,100.00
12"x6" mech tee	<del></del>	ea		400.00	\$ 4(	400.00
12" mega lug	4	еа	\$ 15	150.00	\$	00.009
6" mega lug	9	ea		70.00	\$ 4.	420.00
6"x6" tee	<del></del>	ea		140.00	\$ 14	140.00
6" fire hydrant swivel	<del></del>	еа		150.00	\$ 15	150.00
4' fire hydrant	<del></del>	ea		2,100.00	\$ 2,10	2,100.00
valve boxes	60	ea	€	45.00	\$ 13	135.00
6" MJ valve	7	ea	_	00.009	\$ 1,2(	,200.00
					₩.	ı
		ea			\$	ı
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	Material Total:	otal:			\$ 14,245.00	5.00

Other Services	Quantity	ıtity	Mate	Material Cost
Description	Amount	Unit	Unit Cost	Total
1" Water taps	9	Per	\$757.00	\$4,542.00
			٠	۰ ج
	Other Services Total:	ces Total:		\$ 4,542.00

	<b>Grand Totals</b>	Quantity	ıtity	Mate	Material Cost	
		Amount	Unit	Unit Cost	Total	
al	Material				\$ 14,245.00	45.00
3,000.00	Labor				\$ 3,7	3,730.00
800.00	Equipment				\$ 7,4	7,400.00
2,100.00	Total				\$ 25,375.00	75.00
1,500.00					₩	ı
1	SUB-TOTAL				\$ 25,375.00	75.00
1	Other Services				\$ 4,5	4,542.00
ı					↔	ì
7,400.00		<b>Grand Total:</b>	• •		\$ 29,917.00	17.00
	The second secon					

Total

Material Cost Unit/hr|Unit Cost

Quantity Amount

**Equipment Estimates** 

Item Description
BACKHOE

<del>\$</del> \$ \$ \$ \$ \$

Equipment Total:

50.00 40.00 35.00 25.00

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> Dump Truck Utility Truck 1/2 ton truck

Estimated By	Project No.		Date Prepared	epared		
Cameron Whittington	gton		124	February 18, 2022	ry 18,	2022
Water Construction	uo					
Labor Estimates	Quantity	utity		Labo	Labor Cost	st St
Job Description	Amount	Unit	Unit	Unit Cost		Total
Supervisor	10	hr	\$	25.00	↔	250.00
Eq. Oper III	09	hr		18.00	₩	1,080.00
Eq. Oper II	09	hr	₩	16.00	₩.	960.00
Utility	09	hr		12.00	€9	720.00
Utility	09	h	↔	12.00	↔	720.00
					€9	ι
					↔	1
					₩	1
					\$	1
		I	abor	Labor Total:   \$		3,730.00
						-

							Estimated By	Project
. 6	Proje	Project Cost Estimate	Estin	nate			Cameron Whittington	gton
× 1-3	Project Location	ion					Water Construction	uo
Minosvilled	Paisano Creek Subdivision	eek Sub	divisio	n.			Labor Estimates	
A TEXAS	Project Title						Job Description	Am
	Waterline extension	extensi	uo				Supervisor	
							Eq. Oper III	9 9
Material Estimates	Quantity	tity		Material Cost	al C	ost	Utility	
Item Description	Amount	Unit	r L	Unit Cost		Total	Utility	9
8" C900 pvc	700	ft	↔	23.00	\$	16,100.00	`	************
8" MJ valve	<del></del>	ea	<del>69</del>	1,100.00	<del>60</del>	1,100.00		
12"x8" mech tee		ea	€>	400.00	8	400.00		
12" mega lug	4	ea	₩	150.00	\$	00.009		
8" mega lug	9	ea	↔	80.00	↔	480.00		
8"x6" tee		ea	↔	120.00	€	120.00		
6" fire hydrant swivel	<del></del>	еа	₩	150.00	↔	150.00	Other Services	
4' fire hydrant	<del></del>	ea	€9	2,100.00	↔	2,100.00	Description	Amo
valve boxes	33	ea	₩.	45.00	↔	135.00	1" Water taps	9
6" MJ valve	<del></del>	ea	₩	00.009	↔	00.009	•	
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18.00 16.00

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250.00

Total

Unit Cost 25.00

Unit

Amount

Quantity

Labor Cost

February 18, 2022

Date Prepared

Project No.

Other Services	Quantity	ıtity	Mate	Material Cost
Description	Amount	Unit	Unit Cost	Total
1" Water taps	9	$^{ m le}$	\$757.00	\$4,542.00
			+	ا چ
	Other Services Total:	ices Total:		\$ 4,542.00

3,730.00

€

Labor Total:

Grand Totals	Quantity	ıtity	Mate	Material Cost
	Amount	Unit	Unit Cost	Total
Material				\$ 21,785.00
Labor				\$ 3,730.00
Equipment				\$ 7,400.00
Total				\$ 32,915.00
				۱ 🛠
SUB-TOTAL				\$ 32,915.00
Other Services				\$ 4,542.00
				\$
	Grand Total:			\$ 37 457 00

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		ea			↔	ı		
					8	ŧ		Other Se
	Material Total:	otal:			\$2	\$ 21,785.00		
							Grand Totals	8
Equipment Estimates	Quantity		Mate	Material Cost				Amount
Item Description	Amount	Unit/hr Unit Cost	Unit		Total		Material	
BACKHOE	09	hr	ક્ક	50.00	\$	3,000.00	Labor	
Dump Truck	70	늄	₩	40.00	€9	800.00	Equipment	
Utility Truck	99	hr	₩	35.00	↔	2,100.00	Total	
1/2 ton truck	09	hr	↔	25.00	↔	1,500.00		~~~
					₩	,	SUB-TOTAL	
					↔	1	Other Services	*********
					ક	ı		***************************************
	Equipment Total:	t Total:			\$	7,400.00		<b>Grand To</b>



#### CITY MANAGER'S OFFICE

City of Kingsville Phone: 361-595-8002 Fax: 361-595-8024

February 28, 2022

John and Dena Wuensche 426 Nelda Kingsville, TX 78363

Re: Agreement for the Extension of the Water Line on West Trant Road to Paisano Creek Subdivision

Dear Mr. and Mrs. Wuensche,

It is my understanding you have been in discussions with city staff about an arrangement between yourselves and the City, payable at the start of the project, to extend a City water line on West Trant Road approximately 700 feet to your property (previously, 13.138 acres out of Farm Lot 11, Section 20, KT&l Subdivsion) that was re-platted by the City on November 22, 2021 in that location for the development of Paisano Creek Subdivsion (Paisano Creek Subdivision, Lots 1-7). It is also my understanding that you are willing to pay all extension costs including material, equipment, and labor which is estimated to be \$\_\_\_\_\_\_. Please be advised that the request was presented to and approved/not approved by the Kingsville City Commission at a meeting on February 28, 2022.

The project has been *estimated* by city staff to cost \$\_\_\_\_\_\_ for the city to provide labor, equipment, and materials to extend the waterline and you agreeing to pay the full amount of the estimated extension cost for labor, equipment, and materials of the City's waterline. The Commission *approved* the proposed project for the estimated cost of the project, which is not certain at this time. So, if the actual cost comes in at an amount over the estimated project cost, then you will be responsible for the overage as well. Should the project come in at an amount less than the estimated project cost, then you would receive a refund for the amount of the underage. The Commission approved this water line extension project with you paying the actual project cost and placing a deposit for the estimated project cost at the start of the project.

Please provide written acknowledgement if you understand and agree to these terms. If this arrangement is no longer acceptable, please contact me at (361) 595-8002, or Public Works Director William Donnell at (361) 595-8051.

Sincerely,	
Mark McLaughlin City Manager	
The terms set out above are acceptable day of, 2022.	and agreed to by me. Signed on this the
John and Dena Wuensche Owners of Paisano Creek Subdivision	

# **AGENDA ITEM #16**