

# *City of Kingsville, Texas*

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## **AGENDA CITY COMMISSION**

**MONDAY, APRIL 11, 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 #**

**OR**

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

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

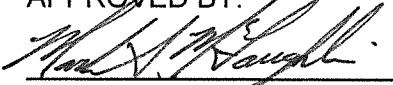
#### **OPEN MEETING**

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

**MINUTES OF PREVIOUS MEETING(S)**

Regular Meeting – March 28, 2022

APPROVED BY:

  
Mark McLaughlin  
City Manager

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

1. Public hearing regarding request to rezone Sims 3, Block 3, Lot 7-11, also known as 915 E. Mesquite, Kingsville, Texas, from C4 (Commercial District) to C2 (Retail District). Laura Jiminez, owner/applicant. (Director of Planning & Development Services).

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

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

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

#### **V.**

##### **Consent Agenda**

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

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being discussed separately unless requested by a Commission Member in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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

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

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

1. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 budget to expend funds for demolitions of unsafe structure by Code Enforcement. (Building Official).
2. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 budget to accept and expend donations received from Kingsville Parks Youth Pony League team sponsors for the purchase of supplies (for league). (Parks Director).
3. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate funding for emergency sewer line repairs to an 18" gravity line at the North Wastewater Treatment Plant. (ARP funds). (Public Works Director).
4. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 budget to expend funds for the roof system replacement at the Police Department building. (ARP Funds). (Purchasing Manager).
5. Consider re-appointment of Joy Ansley to the Health Board for another 3-year term. (Health Director).
6. Motion to approve a revised resolution accepting award of Operation Stonegarden Grant funds for funding year 2022; authorizing the Chief of Police to act on the City's behalf with such program. (Police Chief).
7. Motion to approve a resolution authorizing the City Manager to enter into a revised Low Income Household Water Assistance Program "Water Provider Agreement" with Kleberg County Human Services. (Finance Director).

## **REGULAR AGENDA**

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

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

8. Presentation and discussion on VA Mobile Unit for use by Kingsville veterans. (Commissioner Torres).
9. Consideration and approval of an ordinance authorizing the issuance of "City of Kingsville, Texas Tax Notes, Series 2022"; entering into a Purchase and Investment Letter and a Paying Agent/Registrar Agreement; and approving other matters relating thereto. (Finance Director).
10. Discussion by H.M. King Historical Foundation on ideas/proposals/plans for city hall and surrounding area. (Mayor Fugate).
11. Consider introduction of an ordinance amending the zoning ordinance by changing the zoning map in reference to Sims 3, Block 3, Lot 7-11, also known as 915 E. Mesquite, Kingsville, Texas, from C4 (Commercial District) to C2 (Retail District), amending the comprehensive plan to account for any deviations from the existing comprehensive plan. (Director of Planning & Development Services).
12. Consider authorizing purchase of HPE Nimble Intelligent self-managing network attached storage array, with installation and configuration for storage of digital video evidence from Greater South Texas Corp. dba Computer Solutions via DIR purchasing cooperative, as per staff recommendation. (Police Chief).
13. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend grant funds from the Criminal Justice Division for body worn camera for hardware and software for downloading and storing camera footage. (Police Chief).
14. Discussion on Jet Engine Training Program grant opportunity for Kingsville. (City Manager/EDC Director).
15. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate funding for the Jet Engine Repair Training Program. (ARP Funds) (City Manager/EDC Director).
16. Consider accepting a donation from the Coastal Bend Regional Advisory Council for Fire Department medical supplies. (Fire Chief).
17. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend funding from the Coastal Bend Regional Advisory Council for EMS Medical Supplies. (Fire Chief).

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

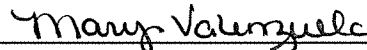
1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
3. Comments are limited to 3 minutes per person. May be extended or permitted at other times in the meeting only with 5 affirmative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

NOTICE

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

I, the undersigned authority do hereby certify that the Notice of Meeting was posted on the bulletin board located at 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:

April 6, 2022 at 10:30 A.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.



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

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

By: \_\_\_\_\_  
City Secretary's Office  
City of Kingsville, Texas



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

**March 28, 2022**

**A REGULAR MEETING OF THE CITY OF KINGSVILLE CITY COMMISSION WAS HELD ON MONDAY, MARCH 28, 2022, IN THE HELEN KLEBERG GROVES COMMUNITY ROOM, 400 WEST KING AVENUE, KINGSVILLE, TEXAS AT 5:00 P.M.**

**CITY COMMISSION PRESENT:**

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

**CITY COMMISSION ABSENT:**

Ann Marie Torres, Commissioner

**CITY STAFF PRESENT:**

Mark McLaughlin, City Manager  
Mary Valenzuela, City Secretary  
Courtney Alvarez, City Attorney  
Kyle Benson, IT Manager  
Derek Williams, IT  
Ricardo Torres, Police Chief  
Emilio Garcia, Health Director  
Diana Gonzales, Director of Human Resources  
Bill Donnell, Public Works Director  
Joseph Ramirez, Engineers Assistance  
Janine Reyes, Tourism Director  
Charlie Sosa, Purchasing Manager  
Manny Salazar, Economic Development Director  
Susan Ivy, Parks & Recreation Manager  
Deborah Balli, Finance Director  
Mike Mora, Capital Improvements Manager  
Uchechukwu Echeozo, Director of Planning & Development Services  
Kobby Agyekum, Senior Planner/HPO  
Nicholas Daniels, Building Official

**I. Preliminary Proceedings.**

**OPEN MEETING**

Mayor Fugate opened the meeting at 5:00 p.m. with four Commission members present. Commissioner Torres was absent.

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

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

**MINUTES OF PREVIOUS MEETING(S)**

**Regular Meeting – March 10, 2022**

**Motion made by Commissioner Lopez to approve the minutes of March 10, 2022. The motion was passed and approved by the following vote: Alvarez. The motion was passed and approved by the following vote: Alvarez, Lopez, Fugate voting "FOR". Hinojosa "ABSTAINED".**

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

### **1. Public hearing regarding for condemnation proceeding for structures located at 326 E. Lee, Kingsville, Texas. (Building Official/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. Nicholas Daniels, Building Official stated that the property has had no water services since 2001 and no electrical service since 2005. The structure is an attractive nuisance to children and harbors vagrants, criminal and immoral people. A reinspection shows that the overall condition remains in a severe and hazardous state of disrepair.

Ms. Courtney Alvarez, City Attorney stated that the structure's roof has holes in it and the sidewalls to the structure are missing.

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

Mr. Mark McLaughlin, City Manager reported that the city held Trash-Off Day this past weekend which was a successful event. The collection of debris was more than the collection of brush. He further thanked all volunteers and city staff for their assistance. Mr. McLaughlin further reported that city staff is in the process of cleaning Tranquitas Creek. Wings Over South Texas will take place April 2-3, 2022. Meet the Blues event will take place on Friday, April 1, 2022. Mr. McLaughlin further announced that he will be out of the office from Wednesday, March 30<sup>th</sup> through Friday, April 1, 2022, as he will be attending a ICSC Red River Conference in Dallas.

Ms. Courtney Alvarez, City Attorney reported that the next scheduled City Commission meeting is Monday, April 11, 2022. The deadline for staff to submit their agenda items for this meeting is Thursday, March 31, 2022.

Commissioner Hinojosa thanked the staff for their thoughts and prayers during his recovery. He further thanked his wife for always being there for him.

Commissioner Alvarez reported that she had attended a Council of Government (COG) meeting on Friday, March 25, 2022, where she learned that the General Land Office (GLO) has awarded seven counties in Coastal Bend and thirty-three cities \$179 million. She further stated that this is from the impact of Hurricane Harvey which was back in 2017. She further reported that funds will be distributed amongst the counties and cities with the City of Kingsville receiving \$2.5 million of those funds with no match from the city. Funds were distributed based on data which includes population, flood zone, low to moderate-income, and whether a community has been declared a disaster in the past. Commissioner Alvarez further stated that there are ten activities that are eligible such as drainage, repair of waterlines, public facilities, and a lot of other ways that funds can be used. Alvarez further reported that funds will not be distributed until the end of this year. She further stated that an application will need to be filled out by the city where the city will be listing projects that the funds that will be used. Commissioner Alvarez stated that the representative she was speaking with is willing to make a presentation to the Commission on how these funds are to be spent. Commissioner Alvarez continued by giving an update on her trip to the National League of Cities (NLC) which took place in Washington, DC. Alvarez reported that President Biden addressed the NLC attendees in person which was a great privilege. She stated that she and Commissioner Torres attended the conference sessions and met with Senators and State Representatives for the State of Texas. Commissioner Alvarez stated that she and Commissioner Torres learned that the Veteran's Affairs Office has a mobile Traveling Clinic that they wish to bring to Kingsville once a week. A presentation on the Veteran's Traveling Clinic will be made to the City Commission at a future meeting. She further stated that there are funds for affordable housing and railroad crossings that may benefit our community. Commissioner Alvarez also stated that she and Commissioner Torres were able to tour the Pentagon during their visit to Washington, DC.

Mayor Fugate thanked staff for cleaning the thoroughfares in the city in preparation for Wings Over South Texas taking place this upcoming weekend.

Mayor Fugate at this time presented a proclamation to representatives for the Purple Door for Sexual Assault Awareness and Prevention Month for April 2022.

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

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

Ms. Irene Bowie, 511 E. Warren commented that she is here to make a simple request. She stated that she would like to commend the work that is being done on the curb and gutter project. She further commented that gutters are being put in on her block which has blocked her entrance to her driveway. It is not a concrete pavement; it is a caliche road/street in front of her house, and it was a driveway that had a slope down to the street. They built the gutter and now she is unable to drive in and out of her driveway. Ms. Bowie commented that she would like to request for the city to restore the entrance to her driveway from the street.

Terry Fitzwater, 5151 Hwy 77 South reported that tomorrow is the official end of the Vietnam War. He further commented that Commissioner Jerry Martinez has a ceremony scheduled at 11:00 a.m. in Riviera for all Vietnam Veterans which will take place at the Sea Winds Park. A representative from the Congressman's office will be presenting pins for all Vietnam Veterans with the County providing lunch.

Mr. Lance Hamm, 912 S. Creek commented that he has provided a handout to the City Commission which consist of the four resolutions that have been approved throughout the community showing community input for a 45mph maximum speed limit on the US Hwy 77 service roads for both south and northbound during and after construction. Mr. Hamm further commented that new resolutions approved are from Ricardo ISD and Kingsville Independent School District. He further stated that one of the handouts that have been provided to the City Commission is a handout that the Texas Department of Transportation (TxDOT) used as their need statement as to why they want to spend \$28 billion on overpasses. He stated that it is really to separate the grade between through traffic and local traffic, which is a great deal as this is what he wants to do. Mr. Hamm further commented that the question is what is going to be done for the next two years while we still have at-grade intersections. Hamm further stated that there will be seven at-grade intersections in the City of Kingsville that we have to worry about for the next two years during construction. He further stated that the handouts that were given to the Commission contain the last three pages of his email that were dated January 8, 2022, which start with item 4, why lower the regulatory speed limit. He further stated that he would like to refresh the Commissioners on the seven items and as the Commission listens to TxDOT tonight he hopes that the Commissioners, as well as himself, will try to relate these seven items as to how is that going to save a life or reduce the severity of a crash, during the next crash on US Hwy 77. He further commented on how each of these seven items will play an effect on each of the at-grade intersections that are out there. Mr. Hamm commented that he hopes that we can reduce the severity of crashes and reduce the death out on the highway. As learned in the past two years of COVID, it is not how much traffic is out there, it's all about the speed and the speed of the crashes that are happening on Texas highways.

V.

### **Consent Agenda**

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

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

**1. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend the donations received from Kingsville Parks Youth Pony League team sponsors for the purchase of equipment, uniforms, and other league expenses. (Parks Director).**

**2. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend grant funding for the OPSG 2022 Grant #3194307. (Operation Stonegarden). (Police Chief).**

**3. Motion to approve final passage of an ordinance amending the Fiscal Year 2021-2022 Budget to accept and expend grant funding for the LEOSE Grant for training. (Police Chief).**

**4. Motion to approve a resolution of the City of Kingsville authorizing the release of Chapter 59 funds of the Kingsville Police Department for donation to the Boy Scouts of America Venado District for drug and alcohol prevention programs. (Police Chief).**

**5. Motion to approve a resolution of the City of Kingsville authorizing the release of Chapter 59 funds of the Kingsville Police Department for donation to the Boys & Girls Club of Kingsville for drug and alcohol prevention programs. (Police Chief).**

**6. Motion to approve a resolution authorizing the City of Kingsville to continue participation in the Texas Main Street Program, authorizing the Mayor to execute the Texas Main Street Program Locally Designated Program 2022 Contract, and designating Alicia Tijerina as the Main Street Program Manager for the City of Kingsville to coordinate program activities. (Downtown Manager).**

## **REGULAR AGENDA**

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

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

**7. Discussion on process for setting speed limit on US77 By-Pass. (City Manager).**

Mr. McLaughlin stated that representatives from the Texas Department of Transportation are in attendance for this discussion.

Mr. Lucio Ramos, Alice Area Engineer, 1071 S. U.S. 281 in Alice, TX introduced other representatives that will be assisting with this discussion, Ms. America Garza, Traffic Engineer, Mr. Juan Marfil Director of Operations, and Mr. Ricky Daley, PIO.

Ms. America Garza, TxDOT Traffic Engineer from the Corpus Christi office stated that setting speed limits is something that is taken care of in her office. Her office receives traveling requests from the public. There are established procedures that need to be followed as per the procedures for establishing speed limits to maintain highways. The process goes as followed, if they receive a public concern on their stretch of roadway, they gather their team, traffic engineers, and design tech who go out to the area to look at the roadway and determine where stage their equipment which in this case their radars and gather the data and information to determine what the traveling public is doing. Ms. Garza commented that she wants to make sure that when we are thinking about speed limits, TxDOT does not set them, but the traveling public sets the speed limits. She further stated that what she means by this is that when they gather the information from their data what they are looking at is what is most that the traveling public is doing. The 85% is the percentage that they look at is what is the most that the traveling public is doing, which is quoted in the procedures for establishing speed limits. Based on the 85% is what most motorists are doing and is the safe and prudent speed on the highway facility. Ms. Garza stated that it doesn't stop there, if most of the public is going 70 to 75 mph on a narrow roadway, they don't accept it as most of the traveling public going 75 mph and other factors are taken into account for speed reduction. She further stated that by their manual and policy and procedures they can reduce up to 10 mph below the 85% rate. They look at factors such as geometry, look at length widths, shoulders, wide shoulders or unapproved shoulders, rural driveway densities. Are there

a lot of driveways along the segment that can interrupt the flow? They also look at crash rates or crashes, what is happening in these segments. These are factors that are driven to help engineer the best-posted speed limit that the motorist is doing on the roadways to get to their destination safely. Once all that is determined and factors are taken into account, they then get the information and develop a document, which they call a strip map, everything is presented to their traffic division in Austin, TX for their review and submittal. Ms. Garza stated that for anything that is outside of the city limits, their transportation commissioners go through a minute order through their transportation commission. If it's within the city limits, what they will do is get it reviewed by their Traffic Division in Austin and then work with the city, present it to the city and talk about the speed limit proposal. Once it's agreed upon, then return it over to the city for the City Commission to accept a minute order for the establishment and make it legal and therefore install the proper signage. Ms. Garza stated that the key is looking at what the traveling public is doing, want to make sure that the safest speed is being put into place and accommodate the traveling public on our stretch of roadways as well as taking those geometric factors and other factors into consideration if a reduction of speed is needed.

Mr. McLaughlin asked if the traveling public has not been on this road yet, the southbound access road, what happens now, since there is no established public 85% yet?

Ms. Garza responded that newly constructed roadways, which is in their procedures for establishing speed limits, what TxDOT does is trial runs. The trial runs are when they get into a vehicle and drive up and down the corridor, which in this case is a one-way segment of roadway, they travel at different speed limits and look at those features of geometry of the roadway. Are there any curves, is it a straightaway, are there a lot of driveways or any major traffic generators along the route? Once they get trial runs, they have a form that they fill out and place all the documentation in it and come up with a proposed interim speed limit. She stated that when she says interim speed limit as if it is during construction a project may take many years to be completed, but they still want to post the safest speed limit for the traveling public. It will be an interim speed limit which will go through the same process as far as making it lawful through a minute order if it's outside the city limits, or through a city ordinance if it's within the city limits.

Commissioner Alvarez asked if TxDOT has started the study?

Ms. Garza responded no, as they have to get a drivable surface first. Once the frontage road is completed and striped then they will begin their travel runs.

Mayor Fugate asked how long this will take?

Ms. Garza responded that it doesn't take very long, maybe half a day. They would get into a vehicle with a couple of people and drive the corridor, note down their information just to get the data, then go back to the office so that they may analyze the data. Ms. Garza further stated that it should not take more than one day to gather the data.

Commissioner Alvarez further asked that once the data is gathered, how long will it take for the city to get the results?

Ms. Garza responded that after the data is gathered, they have to submit all the information. She further stated that it is a challenging process in the sense that they have to submit a map. A map to Traffic Division shows that there is new construction, a new roadway facility, and the result of the trial runs. She further stated that when it is an urgent matter, such as this case, they have already been working with their traffic division regarding this project, so they are aware of how important this project is and how important it is to this community. She further stated that they will be looking at their

information and hopefully get a quick turnaround. She stated that once they receive their information and call it good, it will be a matter of a phone call to the City of Kingsville, provide the city with the information and have it placed on the agenda for approval of an ordinance for an interim speed limit. Ms. Garza further stated that once the project is fully completed, they will wait about six months to allow the traffic to normalize, and what she means by this is now that there is a new overpass with frontage and allow the traffic to get used to the new facility and application of their roadway, then they will come back and recheck and make it an official permanent speed limit for the frontage road.

Commissioner Hinojosa asked that at this stage of the game we are not taking into consideration any of the safety issues that we have out there, as far as speed limits are concerned? He further commented that his concern is the individuals that reside in that subdivision and all the accidents that have occurred in this area.

Ms. Garza stated that TxDOT works closely with the community and all the resolutions that have been provided by Mr. Lance Hamm will be taken into consideration. This is good for TxDOT to have so that they can express that to their Traffic Division when it comes to their proposals. All this is taken into consideration as well as copies and emails of information. She further stated that with the RV Park, school routes, and South Creek Subdivision being within the area, all those factors are considered in the decision-making.

Commissioner Lopez asked if TxDOT received a copy of the petition from the residents of South Creek Subdivision? Ms. Garza responded yes. Commissioner Lopez further commented that she agrees with Commissioner Hinojosa and stated that her main concern is the residents of this subdivision as well as the RV Park.

Mr. Juan Marfil, Director of Operations commented that all this documentation that they have is part of the package that was submitted to their Traffic Division for review and to analyze what they have done. They will also receive the analysis that they have done as well. The Traffic Division will receive all the documentation received from the city.

Commissioner Hinojosa asked if there is a disagreement on the speed limit, say the city wants 45 mph and TxDOT says it is to be 55 mph, is there any further appeals that the city can do to lower the speed or is what TxDOT says the final word?

Ms. Garza responded that everything stems from an engineering study or traffic investigation which is also for the cities, local governments. If something like this would occur, which TxDOT hopes doesn't happen as they want to work together with the community and cities to come up with a safe and prudent speed. Ms. Garza further stated that to answer Commissioner Hinojosa's question, the City of Kingsville would have to provide a study just like TxDOT's, which is what they do, and follow the procedures for establishing speed limits in their manual. Also, provide documentation and justification for the proposed speed limit. She further stated that TxDOT would have to do it themselves for their roadways and County Commissioners.

Commissioner Hinojosa commented that some policies and procedures need to be followed.

Mayor Fugate commented and asked that just so he understands correctly, as some people would have liked this to be done months ago, nobody is driving on this road yet and what is being said tonight is that once the roadway is up and running TxDOT can do this in a day?

Ms. Garza responded that TxDOT is being strategic and working closely with the area office. They have some set dates where their Transportation Commissioners meet and because some of this segment is outside the city limits, part of this segment will be



passed by their Commission. She further stated that just the study will take about a day and have been working closely with Mr. Lucio Ramos's team and the contractor. She further stated that it is her understanding, if everything plays out as is they hope, they hope to have everything ready to go which she has her team working on the map that is supposed to be presented to Traffic Division already preset, so all they have to do is gather their data from their trial runs, put it in the map and send off to Traffic Division. She further commented that Traffic Division already knows how important this is to the community and so it will go in as an urgent matter so that they can quickly look at it and then turn it around to the city to approve the interim speed limit.

Mayor Fugate commented that this matter is time-sensitive.

Mr. Ramos commented that the last scheduled update that they have received is to do this sometime at the end of this month in order to have a recommendation for the city on the first of April with the anticipation of moving traffic onto the frontage road on the first or second week of April. Since then, the schedule has changed with all the fluctuations and oil prices. Now, they are not anticipating doing their trial run until the last week in May. Hopefully, they will have the surface coursed ready so that they can do their trial runs, which will probably happen sometime in mid-April. They are not anticipating in frontage road to be ready to move traffic onto the road until the first or second week in May. He further stated that it has been delayed for about a month now.

**8. Consider introduction of an ordinance amending the City of Kingsville Code of Ordinances Chapter VII, Article 5, Traffic Schedules, setting the speed limit on certain areas of US Highway 77 By-Pass Service/Frontage Road during construction: providing for appropriate penalties, fines, and fees regarding the regulation thereof. (City Manager).**

Mayor Fugate asked if this is something that should be passed now and further asked for Ms. Alvarez's suggestion.

Ms. Alvarez responded no. She further stated that there is no traffic study, and the commission shouldn't set a speed limit without a traffic study. The process that TxDOT just described is the process they use statewide in every community and every sort of circumstance. She further stated that it is TxDOT's road and TxDOT's responsibility and the city does not need to assume liability for something when the city has absolutely no basis of fact for setting that limit.

Commissioner Alvarez commented that the way the agenda item is written does not state a speed limit. She further asked if this was correct?

Mayor Fugate commented that we don't know as we will have to wait until the study is completed.

Introduction item.

**9. Consider condemnation of unsafe structures located at 326 E. Lee, Kingsville, Texas. (Building Official/Director of Planning & Development Services).**

**Motion made by Commissioner Alvarez stating motion finding not able to repair, building or structure is unsafe and present condition is a violation of ordinances and cannot be corrected without substantial reconstruction, then declare the building or structure to be a public nuisance and order its demolition by owner/agent/person in charge within 30 days, the city shall abate in any manner it deems necessary and proper, seconded by Commissioner Lopez. The motion**

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

**10. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 budget to expend funds for demolitions of unsafe structure by Code Enforcement. (Building Official).**

Mr. McLaughlin stated that the Building Official has three lists which consist of owner agreements, condemnation lists, and the third one is where the city begins the condemnation then the property owner contacts the city to negotiate the price for the condemnation. With these lists, there are about sixty total properties. He further stated that what he has asked for the Building Official to do is what is going to get done this fiscal year as the process for condemnation is very lengthy with all the legal requirements that need to be followed. Mr. McLaughlin stated that the Building Official has come up with a list that will require an additional \$38,000 to make this happen before the end of this fiscal year, which includes \$20,000 for the demolition of the church.

Mayor Fugate commented that back in the years when Mr. Carlos Yerena was City Manager, the city had the Texas National Guard come in and do these condemnations at no cost to the city, other than paying tipping fees. He further asked for staff to look into this and see if this program can return to the community.

Introduction item.

**11. Consider a resolution authorizing the Mayor to execute the Permission and Indemnity Agreement with the King Ranch, Inc. for the 17<sup>th</sup> Annual Ride on the Wild Side Charity Bike Event (to be held on April 30, 2022). (City Attorney).**

Motion made by Commissioner Lopez to approve the resolution authorizing the Mayor to execute the Permission and Indemnity Agreement with the King Ranch, Inc. for the 17<sup>th</sup> Annual Ride on the Wild Side Charity Bike Event (to be held on April 30, 2022), seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR".

**12. Consider accepting monetary donations for Kingsville Parks Youth Pony League. (Parks Director).**

Mrs. Susan Ivy, Parks Director stated that this is a request for the acceptance of a donation from Kingsville Parks Youth Pony League Team Sponsors. She further stated that there is a correction that needs to be made on the agenda request. She stated that in her memo it should read total in the amount received and the additional \$1,100 received should read \$1,300 and not \$1,100.

Motion made by Commissioner Lopez to accept monetary donations for Kingsville Parks Youth Pony League, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Lopez, Hinojosa, Fugate voting "FOR".

**13. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 budget to accept and expend donations received from Kingsville Parks Youth Pony League team sponsors for the purchase of supplies (for league). (Parks Director).**

Introduction item.

**14. Consider approval of a new City logo. (Tourism Director).**

Ms. Janine Reyes, Tourism Director stated that in May of 2021 approved to go into an agreement with ESD and Associates to create a new City of Kingsville logo. After going through several renditions, staff is presenting two renditions for Commission to decide which logo to approve. The inclusion of the Running W has been added to this rendition, which was not included in the previous renditions. Ms. Reyes stated that the King Ranch has stated that there is no opposition on the City of Kingsville to include the Running W on its logo. She further stated that currently, staff is waiting for the King Ranch final approval for placement of their Running W. She further stated that this would be contingent upon their final approval.

Mr. McLaughlin stated that he and Ms. Reyes decided for these two logo renditions to be brought to the Commission for a final decision. He further stated that Ms. Reyes prefers the logo without the train on it and he prefers the logo with the train as it makes a circle with the railroad tracks, as if it is placed on a shirt, it will make it nice and clean.

Discussion took place with City Commission on which logo to choose. The final decision was to choose the logo with no train displayed and only have the tracks located at the bottom of the logo.

**Motion made by Commissioner Lopez to approve the logo with no train displayed on it, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alvarez, Fugate voting "FOR".**

**NOTE:** A copy of the final logo, contingent upon the final approval from the King Ranch regarding placement of their Running W, is attached at the end of this set of minutes, as "Exhibit A".

**15. Consider a resolution of the City of Kingsville, Texas authorizing the Mayor to execute a Professional (Engineering) Services Agreement with International Consulting Engineers for the Flood Infrastructure Fund Grant Program administered by the Texas Water Development Board (TWDB) for drainage system improvements. (Location #8-Paulson Falls Subdivision; RFQ #22-10 awarded 2/14/22; to be paid for if get TWDB funding). (City Engineer).**

**Motion made by Commissioner Hinojosa to approve the resolution of the City of Kingsville, Texas authorizing the Mayor to execute a Professional (Engineering) Services Agreement with International Consulting Engineers for the Flood Infrastructure Fund Grant Program administered by the Texas Water Development Board (TWDB) for drainage system improvements. (Location #8-Paulson Falls Subdivision; RFQ #22-10 awarded 2/14/22; to be paid for if get TWDB funding), seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Hinojosa, Alvarez, Lopez, Fugate voting "FOR".**

**16. Consider authorizing emergency repairs to North Wastewater Treatment Plant. (Public Works Director).**

**Motion made by Commissioner Lopez to authorize emergency repairs to North Wastewater Treatment Plant, seconded by Commissioner Alvarez. The motion was passed and approved by the following vote: Alvarez, Lopez, Hinojosa, Fugate voting "FOR".**

**17. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 Budget to appropriate funding for emergency sewer line repairs to an 18" gravity**

**line at the North Wastewater Treatment Plant. (ARP funds). (Public Works Director).**

Introduction item.

**18. Consider awarding proposal and authorizing contract for repairs to Police Department building roof system to Duro-Last Roofing, Inc. via TIPS purchasing cooperative, as per staff recommendation. (Purchasing Manager).**

Mr. Charlie Sosa, Purchasing Manager stated that this item authorizes the city to enter into a contract with Duro-Last, Inc., from Carrollton, TX for the replacement of the roof system at the Kingsville Police Department. The existing roof system at the Police Department is weathered and can no longer be maintained and is approximately 22 years old. It is staff's recommendation to enter into this contract with funds being paid out of ARP Funds for an amount of \$77,214.19.

**Motion made by Commissioner Alvarez and Commissioner Lopez to approve the award proposal and authorizing contract for repairs to Police Department building roof system to Duro-Last Roofing, Inc. via TIPS purchasing cooperative, as per staff recommendation, seconded by Commissioner Hinojosa. The motion was passed and approved by the following vote: Lopez, Hinojosa, Alvarez, Fugate voting "FOR".**

**19. Consider introduction of an ordinance amending the Fiscal Year 2021-2022 budget to expend funds for the roof system replacement at the Police Department building. (ARP Funds). (Purchasing Manager).**

Introduction item.

## **VI. Adjournment.**

There being no further business to come before the City Commission, the meeting was adjourned at 6:03 P.M.

---

Sam R. Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, TRMC, CMC, City Secretary



# **PUBLIC HEARING(S)**

# **PUBLIC HEARING #1**

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



Pub. Hrg

## MEMO

**Date:** April 7, 2022  
**To:** Mark McLaughlin (City Manager)  
**From:** Uche Echeozo (Director of Planning and Development Services)  
**Subject:** **Laura Jiminez, applicant/Owner; requesting the rezone of SIMS 3, BLOCK 3, LOTS 7-11, also known as 915 E Mesquite, Kingsville, Texas from C4 (Commercial) to C2 (Retail).**

The Planning and Zoning Commission meeting held as scheduled this evening, April 6, 2022, with x 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 proposed commercial (Retail) zoning district. Letters were sent out to neighbors and the City received xxx feedback. Commissioners, after deliberations, voted to approve the recommendation for a rezone of the said property to from C4 to C2. 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 xx.xxp.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



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## MEMO

**Date:** March 25, 2022

**To:** Planning and Zoning Commission Members

**From:** Uche Echeozo (Director of Planning and Development Services)

**Subject:** **Laura Jiminez, applicant/Owner; requesting the rezone of SIMS 3, BLOCK 3, LOTS 7-11, also known as 915 E Mesquite, Kingsville, Texas from C4 (Commercial) to C2 (Retail).**

The applicant approached the department because they wanted to re-zone the existing property (**SIMS 3, BLOCK 3, LOTS 7-11**) from C4 (Commercial) to C2. C2 is a Retail district that allows forms of dwelling, and the applicant is looking at utilizing their property by putting up dwelling units for habitation.

Looking at the zoning of properties immediately surrounding the subject property, a C4 (Commercial) zoning classification is discernable to the North, East and South of the property. However, a Single-Family Residential (R1) zoning is to the West. Requesting a C2 reduces the intensity of the Commercial use while accommodating residential development. This is a beautiful way to 'transit' from Commercial to Residential. Moreover, there is already a dwelling on the property for residential purpose.

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 optimal use of the property and provide suitable housing for residents of Kingsville.

Thank you.

A handwritten signature in black ink, appearing to read 'Uche Echeozo'.

**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 915 E. Mesquite St. Nearest Intersection 14th  
(Proposed) Subdivision Name \_\_\_\_\_ Lot 7-11 Block 3  
Legal Description: SIM 3, BLOCK 3, LOT 7-11  
Existing Zoning Designation C4 Future Land Use Plan Designation C2

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Laura Jiminez Phone 361-675-6158 FAX \_\_\_\_\_  
Email Address (for project correspondence only): Missingchazz@gmail.com  
Mailing Address 6347 Alpine Trail Ln City Katy State TX Zip 77494  
Property Owner Laura Jiminez Phone 361-675-6158 FAX \_\_\_\_\_  
Email Address (for project correspondence only): \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

Please provide a basic description of the proposed project:

Would like to zone it to C2 two-family & multifamily  
SIM 3, BLOCK 3, LOT 7-11

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

Applicant's Signature [Signature] Date: 3-8-22  
Property Owner's Signature [Signature] Date: 3-8-22  
Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

# Kleberg CAD

Property Search > 19072 JIMINEZ LAURA M Tax Year: 2022 - Values not available  
for Year 2022

## Property

### Account

Property ID:	19072	Legal Description:	SIMS 3, BLOCK 3, LOT 7 - 11
Geographic ID:	166600307000192	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

### Location

Address:	915 E MESQUITE	Mapsco:	
Neighborhood:		Map ID:	A1
Neighborhood CD:			

### Owner

Name:	JIMINEZ LAURA M	Owner ID:	67967
Mailing Address:	6347 ALPINE TRAIL LANE KATY, TX 77494	% Ownership:	100.000000000000%
		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	
-----			
(=) Assessed Value:	=	N/A	

## Taxing Jurisdiction

### Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1551.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	MM3	EW5	1955	1551.0
OPMA	OPEN PORCH MASONRY AVERAGE *			1955	84.0

Improvement #2: RESIDENTIAL State Code: A1 Living Area: 588.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF2	EW9	2004	588.0
CNC	CONCRETE SLAB RESIDENTIAL *			2004	36.0

### Land

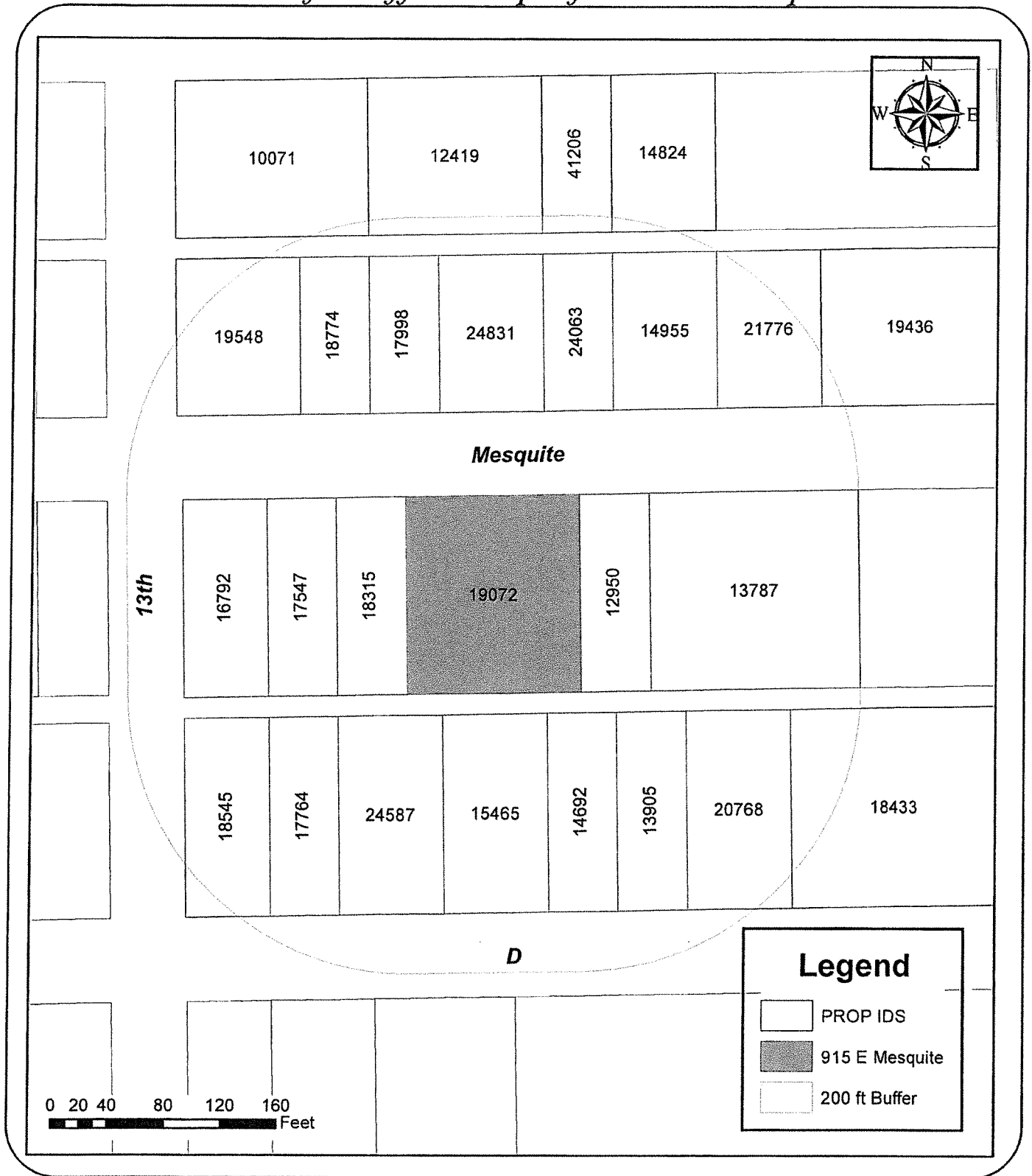
#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.1227	5343.75	37.50	142.50	N/A	N/A
2	A1	A1	0.1636	7125.00	50.00	142.50	N/A	N/A
3	A1	A1	0.1227	5343.75	37.50	142.50	N/A	N/A

### Roll Value History


Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$76,320	\$7,500	0	83,820	\$0	\$83,820
2020	\$70,460	\$7,500	0	77,960	\$3,258	\$74,702
2019	\$39,890	\$7,500	0	47,390	\$3,029	\$44,361
2018	\$34,760	\$7,500	0	42,260	\$0	\$42,260
2017	\$37,730	\$7,500	0	45,230	\$0	\$45,230
2016	\$37,730	\$7,500	0	45,230	\$0	\$45,230
2015	\$37,730	\$7,500	0	45,230	\$0	\$45,230
2014	\$37,730	\$7,500	0	45,230	\$0	\$45,230
2013	\$37,730	\$7,500	0	45,230	\$0	\$45,230
2012	\$37,730	\$7,570	0	45,300	\$0	\$45,300
2011	\$37,730	\$7,570	0	45,300	\$0	\$45,300
2010	\$37,730	\$7,570	0	45,300	\$0	\$45,300
2009	\$37,730	\$7,570	0	45,300	\$0	\$45,300
2008	\$36,720	\$7,570	0	44,290	\$0	\$44,290

Questions Please Call (361) 595-5775

# 200 ft Buffer Map of 915 E Mesquite



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

Page 1/1	Drawn By: Planning Department	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	 <b>CITY OF KINGSVILLE</b> <b>PLANNING DEPARTMENT</b> 410 West King Kingsville, Texas 78363 Office: 361-595-8055
	Last Update: 3/17/2022		
	Note:		

RUDY GALVAN PAINT  
& BODY COLLISION CENTER LLC  
905 E CORRAL AVE  
KINGSVILLE, TX 78363  
#10071

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

K C SALLEY VAN & STORAGE  
CO  
12337 CUTTEN RD  
HOUSTON, TX 77066-1807  
#24831

CASTILLO-MCNEALEY EMMA  
1106 N 10TH ST  
KINGSVILLE, TX 78363  
#21776, 19436

PEREZ ALEXANDER JR  
913 E MESQUITE AVE  
KINGSVILLE, TX 78363  
#18315

CHAPA SUSAN GARCIA  
2107 COLORADO  
KINGSVILLE, TX 78363  
#17764

MENDIETTA JAVIEL M  
ETUX GLORIA  
PO BOX 385  
KINGSVILLE, TX 78364-0385  
#14692

MARTINEZ EDNA MONTEZ  
ETAL  
1663 CR 1660  
MOORE, TX 78057  
#18433

K C SALLEY VAN & STORAGE  
CO  
12337 CUTTEN RD  
HOUSTON, TX 77066-1807  
#12419

RODRIGUEZ ISRAEL  
902 E MESQUITE  
KINGSVILLE, TX 78363  
#19548

GONZALEZ RAUL  
ABEL GONZALEZ  
PO BOX 180  
KINGSVILLE, TX 78364-0180  
#24063

GUERRA MARGARITA C  
ETVIR JOSE GUERRA  
901 E MESQUITE AVE  
KINGSVILLE, TX 78363-3939  
#16792,18545

ALVAREZ JOSE  
616 E MESQUITE AVE  
KINGSVILLE, TX 78363-3934  
#12950

DE LA ROSA SANTIAGO EST  
% ELDA HARDING  
11 NW HAVENSHIRE CIR  
LAWTON, OK 73505  
#24587

CHAVANA REGINO ROGELIO  
920 E D AVE  
KINGSVILLE, TX 78363-3932  
#13905

SOUTH TEXAS MOVERS LP  
1201 S PADRE ISLAND DR  
CORPUS CHRISTI, TX 78416-  
2116  
#41206

SAUCEDA JUAN  
ETUX NOELIA  
1011 GREENJAY  
KINGSVILLE, TX 78363-2784  
#18774, 17998

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

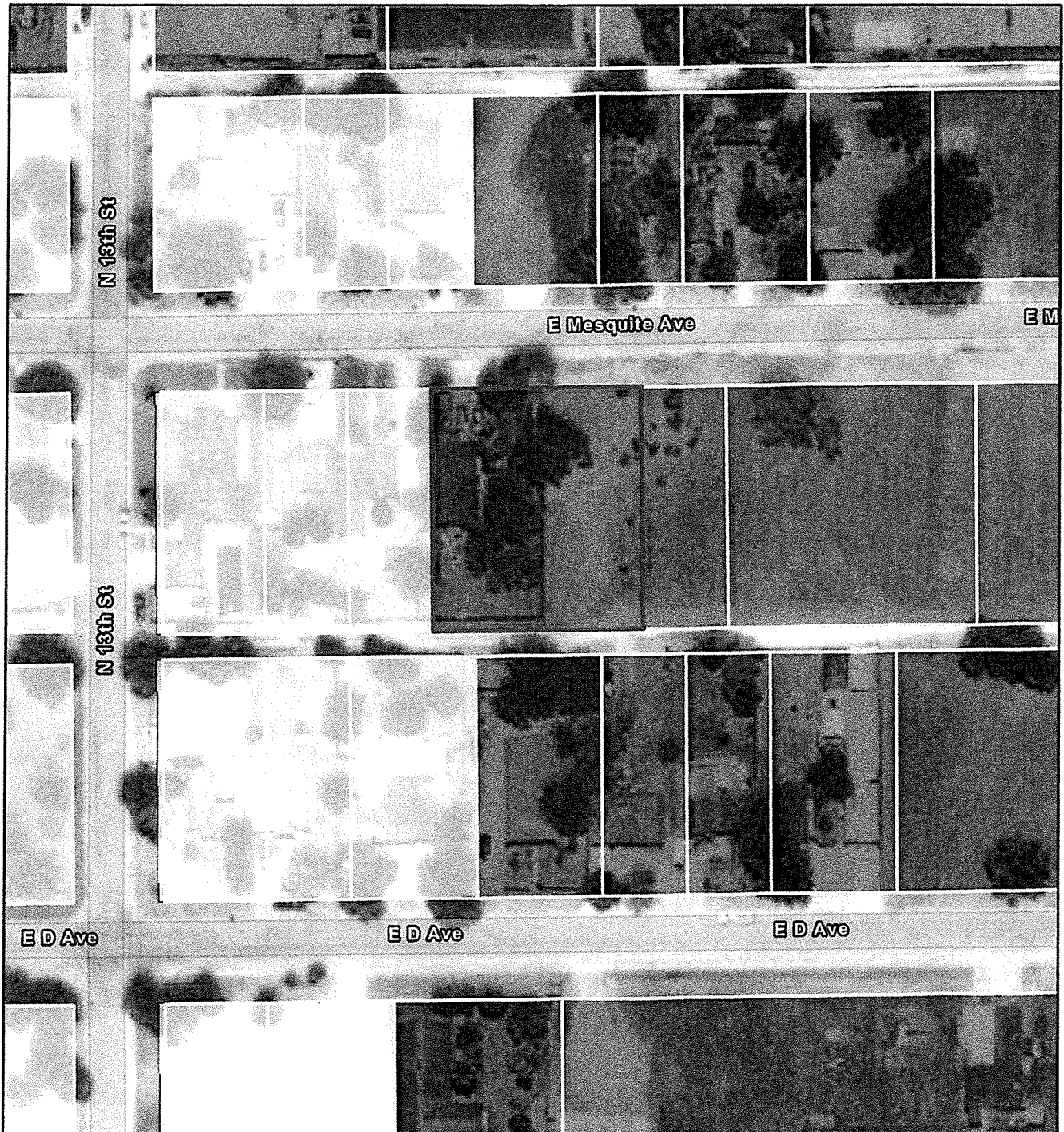
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LAREDO, TX 78045-8395  
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OCHOA JOSE ROLANDO  
ETUX MARIA LUISA  
134 W FM 772  
KINGSVILLE, TX 78363-2735  
#13787

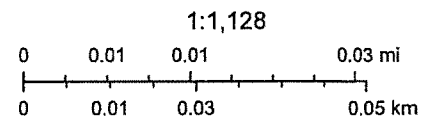
CAMPOS RHONDA LEE  
914 E AVE D  
KINGSVILLE, TX 78363  
#15465

MALDONADO DAVID A  
ETUX ANTONIA  
1611 SANTA FE DR  
KINGSVILLE, TX 78363-3435  
#20768

# 915 E Mesquite



March 9, 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

### **PUBLIC HEARING NOTICE**

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, April 6, 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:

**Laura Jiminez, Applicant/Owner; requesting the rezone of SIMS 3, BLOCK 3, LOTS 7-11, also known as 915 E Mesquite, Kingsville, Texas from C4 (Commercial) to C2 (Retail).**

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, April 11, 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:

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## Health Department gives all A's in latest inspection

By TERRY FITZWATER  
PUBLISHER

The City of Kingsville Health Department conducted 26 more inspections during the weeks of Feb. 14 to Feb. 25, and the scores for those establishments all exceeded 90 or higher.

A score of 90 or higher is considered to be an 'A' on the health inspection scale.

The scores included nine perfect scores of 100, which computes to 31.6 percent of the stores inspected.

The stores with scores of a perfect 100 included: Whataburger on 14th Street, McDonald's on

South Highway 77, Weaver's of Love Soup Kitchen, Lee Cream Dream Mobile, Harrel School, McDonald's on 14th Street, Kwik Pantry on West Corral, Ricardo Food Mart, and Harvey School.

Just missing the perfect 100 score with totals of 99 were seven more establishments, meaning 61.5 per-

cent of the establishments inspected had 99s or 100s. Stores that had totals of 99 were Javelina Mart, Balfin Bay Convenience Store, Taco Bell, Dairy Queen of Kingsville, 11AM King High School, Love's Truck Stop, and Walgreens.

Three establishments followed closely behind with 98s, including: The

Fisherman's Market, Spice Station Indian Cuisine, and the Elks Lodge on 6th Street.

Next in line were two places with 97s, Agave Jalisco No. 4 and Riviera School.

Dollar General on North 14th Street checked in with a 96, followed by Star's Drive Inn and Stripes No.

2201/7-Eleven with 94s.

Mariachi House of Burgers checked in with a 92, while Big House BBQ rounded out the all 'A' scoring with a 91.

These were the best group of combined scores encountered by the City of Kingsville Health Department in the past two years.

### CITY OF KINGSVILLE

## TRASH-OFF DAY



The City of Kingsville will be hosting a Trash-Off Day. Citizens can dump their Trash for FREE!

**Saturday, March 26, 2022 from 8:30 a.m. - 12 p.m.**

\*\*\* Weather Permitting \*\*\*

Located at 6th Street and E. Avenue B.  
Two blocks NORTH of Kleberg Elementary School

You must provide proof of residency and a utility bill.  
Contact Code Compliance for more info at 361-595-8093  
**NO Contractors allowed! KINGSVILLE RESIDENTS ONLY!**

#### We WILL Accept:

- Appliances (no refrigerators or freezers)
- Brush
- Furniture
- Tires (8 per vehicle)
- ONLY standard automobile tires.



#### We will NOT Accept:

- Hazardous Waste
- Refrigerators or Freezers
- Concrete
- Household Garbage
- Sheetrock or Roofing Scraps

Hand Sanitizer and Face Masks will be provided.

**PLEASE STAY HOME  
IF YOU FEEL SICK  
OR HAVE A FEVER.  
THANK YOU!**



### SARITA ELEMENTARY SCHOOL

of the Kenedy County-Wide Common School District is accepting student transfer applications for the 2022-2023 school year.

Applications may be found online at [www.saritaschool.net](http://www.saritaschool.net)  
Applications will be accepted March 21-April 11th

- Pre-K3 through 6th grade
- Small Class Sizes
- Highly-Qualified, Experienced Teachers & Librarian
- Counselor-led character education classes
- After-School Care
- Complimentary School Supplies and Meals
- Music and Technology classes
- Flag Football - Volleyball - Basketball - UHL
- 20 miles south of Kingsville down Highway 77
- Transportation will be provided

### PUBLIC HEARING NOTICE

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## Applications Sought for 2022 Appraisal Review Board

The Kleberg County Appraisal District is currently seeking applications from residents of Kleberg County interested in service on the Appraisal Review Board (ARB).

The Appraisal Review Board (ARB) is an independent panel of citizens responsible for hearing property owner appeals regarding appraised value, exemption denials and other appraisal related matters.

Applications are available at the Kleberg County District, 502 e. Kleberg Ave., Kingsville, Texas 78363.

If you have any questions, please call the Kleberg County Appraisal District at (361) 595-5775.

All applications must be received by the Appraisal District by the close of business on Friday, April 15, 2022.

### PUBLIC NOTICE

Brief Explanatory Statements of Proposed Constitutional Amendments Special Election, May 7, 2022

#### Proposition Number 1 (SJR 2)

SJR 2 proposes a constitutional amendment authorizing the legislature to provide for the reduction of the amount of a limitation on the total amount of property taxes that may be imposed for general elementary and secondary public school purposes on the residence homestead of a person who is elderly or disabled in order to reflect any statutory reduction in the maximum compressed rate of the maintenance and operations taxes imposed for those purposes on the person's homestead from the preceding tax year.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment authorizing the legislature to provide for the reduction of the amount of a limitation on the total amount of ad valorem taxes that may be imposed for general elementary and secondary public school purposes on the residence homestead of a person who is elderly or disabled to reflect any statutory reduction from the preceding tax year in the maximum compressed rate of the maintenance and operations taxes imposed for those purposes on the homestead."

#### Proposition Number 2 (SJR 2)

SJR 2 proposes a constitutional amendment increasing the amount of the residence homestead exemption from property taxes for public school purposes from \$25,000 to \$40,000.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment increasing the amount of the residence homestead exemption from ad valorem taxation for public school purposes from \$25,000 to \$40,000."

**ORDINANCE #2022-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO SIMS 3, BLOCK 3, LOT 7-11, ALSO KNOWN AS 915 E. MESQUITE, KINGSVILLE, TEXAS, FROM C4 (COMMERCIAL DISTRICT) TO C2 (RETAIL 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 Laura Jiminez, owner/applicant, 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, April 6, 2022 during a meeting of the Planning and Zoning Commission, and on Monday, April 11, 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/DISAPPROVED with a \_\_\_\_-\_\_\_\_ 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 Sims 3, Block 3, Lot 7-11, also known as 915 E. Mesquite, Kingsville, Texas, from C4-Commercial District to C2-Retail 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 11th day of April, 2022.

**PASSED AND APPROVED** on this the 25th day of April, 2022.

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

**THE CITY OF KINGSVILLE**

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

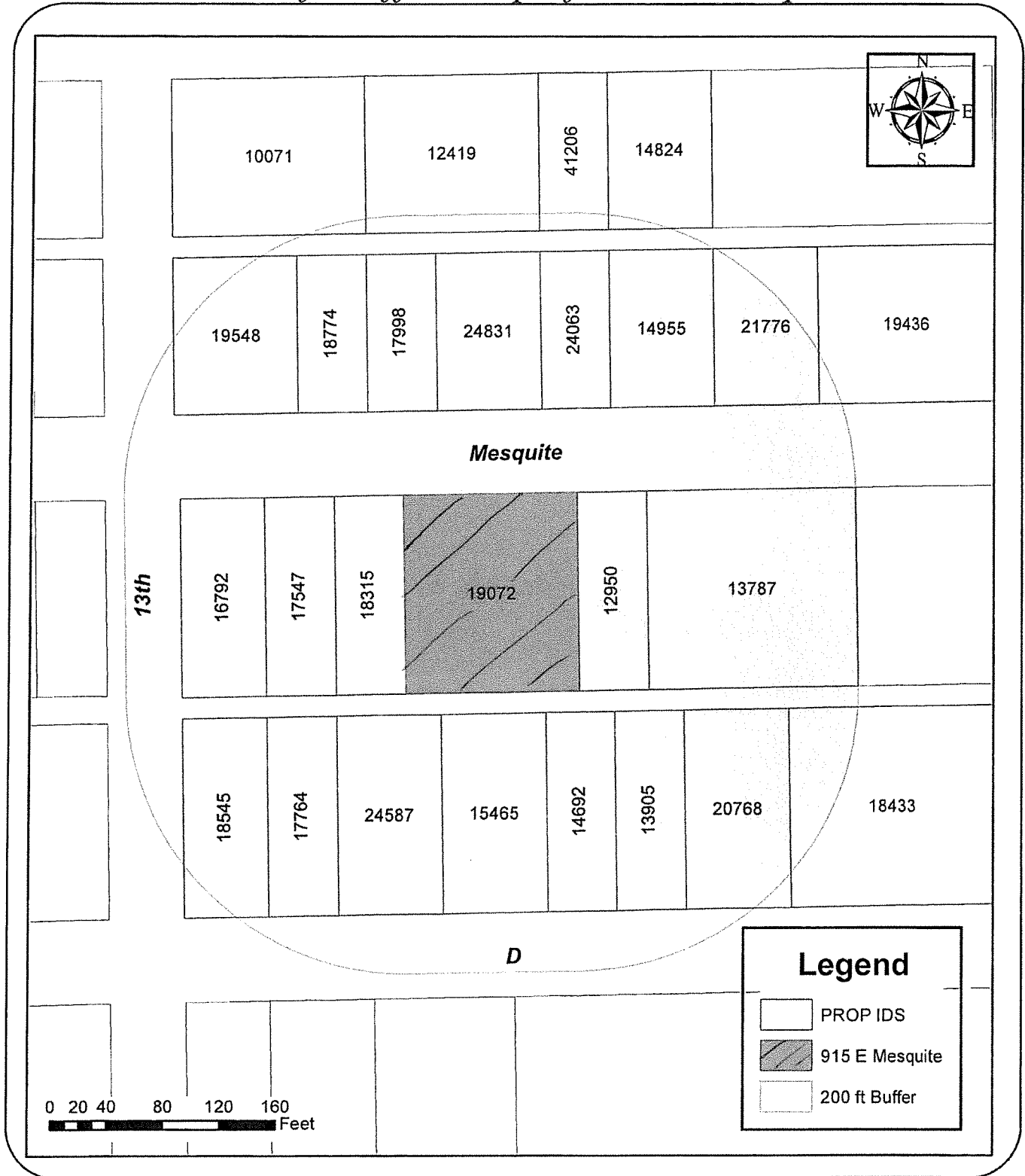
**ATTEST:**

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


**APPROVED:**

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

# 200 ft Buffer Map of 915 E Mesquite



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

1 / 1 Page	Drawn By: Planning Department	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.	 <b>CITY OF KINGSVILLE</b> <b>PLANNING DEPARTMENT</b> 410 West King Kingsville, Texas 78363 Office: 361-595-8055
	Last Update: 3/17/2022		
	Note:		

# **CONSENT AGENDA**

# **AGENDA ITEM #1**



---

## MEMO

**Date:** March 21, 2022  
**To:** City Commission  
**From:** Nicholas Daniels (Building Official)  
**Subject:** **Budget Amendment to Expend Funds for Demolitions of Unsafe Structures by Code Enforcement.**

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**Summary:** Additional funds are needed to cover the cost of the demolition of unsafe structures this fiscal year.

**Background:** As of 03/21/2022 there is currently a balance of \$3,729.00 remaining. There are currently 3 outstanding purchase orders with CC Disposal that will need to be reconciled with this account. These outstanding orders are for the demos that were completed at 1205 East King, 923 North 10<sup>th</sup> and 1247 East Kleberg.

There are structures pending demolition from both the condemnation process and property owner agreements.  
1413 E. Kleberg – Property Owner Agreement  
216 E. Ella - Property Owner Agreement  
1600 E. Ailsie - Property Owner Agreement  
326 E. Lee – Commission date 3/28  
718 W. Henrietta Rear Structure - Property Owner Agreement  
816 S. 2<sup>nd</sup> – Commission Approved  
201 S. HWY 77 - Commission Approved

For the substandard structure at 816 S 2<sup>nd</sup> due to the nature of the project, that demolition has been sent out to bid with the current bid being \$20,000.00. The estimated amount for demolition for the remaining properties is \$2,000.00 per structure. Code enforcement is requesting a budget increase of \$38,000.00 for Code Compliance – Beautification (demo) account 001-5-1603-34500.

We currently have other property owner agreements in progress that would add to the properties ready for demolition. Each one of the property owner agreements are required to pay half of the cost up front and then the remainder on a 12-month payment schedule.

**Fiscal Impact:** Increase of \$38,000.00 for Code Compliance–Beautification (demo) account 001-5-1603-34500.

**Recommendation:** Approve the budget amendment so that staff can continue to remove unsafe structures this fiscal year.

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO EXPEND FUNDS FOR DEMOLITIONS OF UNSAFE STRUCTURES BY CODE ENFORCEMENT.**

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

I.

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

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT #20

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001-General Fund</b>					
<u>Expenditures-5</u>					
1603	Code Compliance	Code Compliance-Demo	34502	\$38,000.00	

[To amend the City of Kingsville FY 21-22 Budget to expend funds for demolitions of unsafe structures by code enforcement. Funding will come from the unappropriated fund balance of General Fund.]

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 28th day of March 2022.

**PASSED AND APPROVED** on this the 11th day of April 2022.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

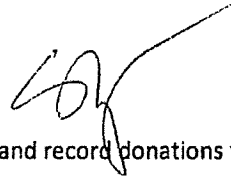
## **AGENDA ITEM #2**

Budget Am

March 18, 2022

To: Mark McLaughlin, City Manager

From: Susan Ivy, Director of Parks & Recreation



Re: Request for Agenda Item – Request to accept and record donations from Parks Youth Pony League Sponsors

.....

Summary – We are requesting Commission to accept and record donations received from Kingsville Parks Youth Pony League Team Sponsors.

History - Each year the league solicits team sponsors to assist with the purchase of equipment, uniforms and other league expenses. The Sponsors' names are displayed on the back of each team member and coach's uniform shirt. They are recognized on social media, on a banner at the games and are awarded a plaque of appreciation at closing ceremonies. This year the league has approximately 600 players and 52 teams. Commission recently approved the receipt of \$11,600 in sponsorship donations. We have a correction to previous total in the amount of \$400 additional dollars received an additional \$1100 that we are asking you to approve.

Financial impact – These funds will increase league Donation Revenue by \$1,700.00 and the associated budget amendment will allow for the use of the funds to be distributed \$1700.00 to 001-5-4514-21100 Supplies.

We ask that you accept and record these donations through the associated agenda item for the budget amendment.



# City of Kingsville Donations Boy's League

Name	Company	Donation	Team Sponsor	Receipts #
Lisa & Christopher Sprenger	Cowboys Church	300.00 Ck# 1981	Vaqueros 8 U	Receipt # 098711
Ernesto Lopez	Ernie's Lawn Care	300.00 Ck# 2016	Braves 6U	Receipt # 098712
Briana Polhemus	Polhemus Construction LLC	300.00 Cash	Javelinas 10u	Receipt # 098730
Cesar Silva	S & C Parts Co.	300.00 CK # 9597	Bulls 6 U	Receipt # 098731
Truly Faded Barber Shop	Truly Faded Barber Shop	Cash 100.00	Red Socks 10 u	098758
Tx Heat BBQ	Tx Heat BBQ	Cash 300.00	Pirates 6u	098759
Larry Ochoa	Shortys LLC	300.00 CK# 004627	4u Lil Hooks	Receipt# 098739
Orlando	The Garage Drive Thru	300.00 CK# 001121	10 u Rangers	Receipt# 098740
Sal Garcia	The Cherry Tree Room	300.00 CK# 5852	8u Texas	Receipt# 098741
Deanne Boelter	Deanne Boelter	100.00 CK# 751	No Name	Receipt# 098742
Alfredo Hernandez	Lone Star Barber Shop	100.00 CK# 1807	10 U Blue Angles	Receipt# 098743
On The Spot Appliance Repair	On The Spot Appliance Repair	300.00 CK# 1088	6u Astros	Receipt# 098744
Amy Gonzales	Amy Gonzales Farmers Insurance	300.00CK#1323	4 u Rangers	Receipt# 098746
Christian Pineda	The Law Offices of Christian Pineda	300.00 Ck#105	8u Javelinas	098749
HK Skid Steer Services	HK Skid Steer Services	Cash 300.00	4u Bulls	098750
Amaya Welding	Amaya Welding	300.00CK#128598	4u Invaders	098751
Lone Star Ranch & Rehabilitation	Lone Star Ranch & Rehabilitation	Cash 300.00	6u Tigers	098754
ROGER UTLEY	VENTOS POWER PLUS	CREDIT CARD 300.00	12U Javelinas	1001928
Ramon Gonzalez	Ramon Gonzalez	Cash 300.00	6u Dodgers	098763
Silva's Construction, LLC	Silva's Construction, LLC	500.00 CK# 1557	Kingsville Brahmas 12 u	098764
G&E Tools and Equipment	G&E Tools and Equipment	300.00ck1027	Lil Hoggie 4 u	098765
DBA DAVID LOPEZ JR. CONSTRUCTION	DBA DAVID LOPEZ R. JR. CONSTRUCTION	CK# 1839 500.00 *	LIL RED SOX	098769
SAM FUGATE	SAM FUGATE	CK#098776 500.00	12 U	098776
EAST FOUNDATION	EAST FOUNDATION	CK#3912 300.00	6U T BALL	098767
		TOTAL	7,200.00	

*Received Approved \$ 7200.00*  
*David Lopez*  
*4700.00*  
*500.00*  
*7200.00*

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND EXPEND DONATIONS RECEIVED FROM KINGSVILLE PARKS YOUTH PONY LEAGUE TEAM SPONSORS FOR THE PURCHASE OF SUPPLIES.**

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

I.

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

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT #22

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 001 – General Fund</b>					
<u>Revenues-4</u>					
4514	League	Softball League Donations	58003	\$1,700	
<u>Expenditures-5</u>					
4514	League	Supplies	21100	\$1,700	

[To amend the City of Kingsville FY 21-22 Budget to accept and expend donations from Kingsville Parks Youth Pony League Team Sponsors for supplies. Funding will come from the donations 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 28th day of March 2022.

**PASSED AND APPROVED** on this the 11th day of April 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**  
**Public Works, Wastewater Division**

---

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: William Donnell, Director of Public Works

DATE: March 18, 2022

SUBJECT: Wastewater Collections Division 7001 Budget Amendment request

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**Summary:**

This item authorizes funding for an emergency sewer line repair to an 18" gravity line at the North Wastewater Treatment Plant.

**Background:**

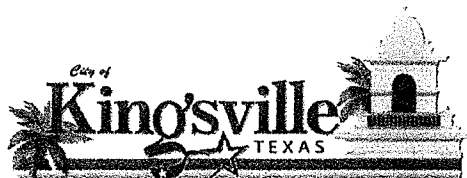
On February 20, 2022, Wastewater employees became aware that the 18" sewer line had failed, and mud had clogged the pumps and filled the bottom four feet of the liftstation. The ground had caved in outside of the treatment plant just North of the liftstation. This line is 20 feet deep and in close proximity to three buildings creating a very hazardous situation. DIA Utilities was initially called in for the emergency repair and worked on it for a week, but the line continued to fall apart as the excavation continued. It was determined that a repair by installing a piece of pipe was not able to be done as the excavation was already at two buildings edges. This financial impact was \$23,000 from Fund 051-5-7001-54300 for emergency work done to this point. The alternative solution was put into action to pipe burst a new 18" line in place of the old pipe. Bridges Specialties was contracted to pipe burst the line. After a week of planning and obtaining the specialized equipment and materials, and a week of work, 250' of 18" sewer line was replaced without damaging any of the existing buildings or the liftstation. This financial impact is \$252,040 and is being requested from ARPA Funds.

**Financial Impact:**

Total financial impact to complete the emergency repair is requested from ARPA fund 125-5-7001-55100 in the amount of \$275, 040.00.

**Recommendation:**

Staff is recommending approval of ARPA funds to pay both contractors for the emergency work performed.



**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE FUNDING FOR EMERGENCY SEWER LINE REPAIRS TO AN 18" GRAVITY LINE AT THE NORTH WASTEWATER TREATMENT PLANT.**

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

I.

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

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT #23

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 125 – UF ARP Funding</b>					
<b>Expenditures-5</b>					
7001	North Plant	Sewer Line	55100	\$275,400	

[To amend the City of Kingsville FY 21-22 Budget to appropriate funding for the emergency sewer line repairs to an 18" gravity line at the north wastewater treatment plant. The amount requested will also allow reclassification of the of the excavation expenditures from Utility Fund 051. Funding will come from the ARP funding.]

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 28th day of March 2022.

**PASSED AND APPROVED** on this the 11th day of April 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  
Purchasing Department

---

TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Charlie Sosa Purchasing Manager  
DATE: March 17, 2022  
SUBJECT: Roof Replacement for Police Department

---

**Summary:**

This item authorizes the City to enter into contract with Duro-Last, Inc. from Carrollton, Texas, through TIPS Purchasing Cooperative for the Replacement of the Roof System at the Police Department for the City of Kingsville.

**Background:**

The existing roof system at the Police Department are weathered and can no longer be maintained. The existing roof system is the original approximately 22 yrs. old.

**Financial Impact:**

Funds are available through ARPA Funds GL #121-5-2101-71300 \$77,214.19 are available this fiscal year. The amount of the Roofing contract will be \$77,214.19.

**Recommendation:**

It is recommendation the City enter into a contract with Duro-Last, Inc. from Carrollton, Texas, for the roof replacement at the Police Department for the City of Kingsville, as per staff recommendation.





March 11, 2022

Mr. Charley Sosa  
Purchasing Manager  
City of Kingsville  
400 W. King Avenue  
Kingsville, TX 78363  
Tel: (361) 595-8025  
Fax: (361) 595-8035  
[csosa@cityofkingsville.com](mailto:csosa@cityofkingsville.com)

Re: Re-Roofing Project for the City of Kingsville Police Department

Dear Mr. Sosa:

Duro-Last Roofing has developed the following pricing proposal to re-roof the City of Kingsville Police Department located in Kingsville, TX. This pricing proposal was developed using Duro-Last's contract number 210205 with The Interlocal Purchasing System (TIPS) and includes the total cost to purchase and install the Duro-Last roofing system.

Duro-Last will provide the Duro-Last roofing system and its installation to the City of Kingsville at RS Means pricing using the Corpus Christi City Cost Index.

Installation of the Duro-Last Roofing System will be provided by McAllen Roofing LLC of McAllen, TX, an authorized Duro-Last contractor.

Attached is the Duro-Last specification which defines the work that Duro-Last proposes to complete. When the installation is complete, a Duro-Last Technical Representative will inspect the installation for completeness and conformity to Duro-Last specifications. Following acceptance of the roof, Duro-Last will issue a warranty to the City of Kingsville.

The Duro-Tuff 15-year No-Dollar-Limit (NDL) labor and material warranty is included at no additional cost, and provides for the repair or replacement of the roofing system, and the labor to install it, in the event of a defect in the Duro-Last products.

Based on this scope of work, pricing for Duro-Last to complete the City of Kingsville Police Department re-roofing project is as follows.

528 W King Ave -



<b>Base Price</b>	<b>\$75,000</b>
<b>Contingency Included in Base Bid</b>	<b>\$2,214.19</b>

Due to the current volatile market conditions, base pricing includes a contingency to cover any unforeseen price increases. Any use of this contingency will be communicated to the City of Kingsville and the city will not be invoiced for contingency not used.

Duro-Last will invoice the City of Kingsville for materials shipped and 30% mobilization upon initial shipment. Notwithstanding the above referenced base price, all non-Duro-Last materials, including any third-party materials purchased for the project, will be invoiced by Duro-Last to the City of Kingsville at the market price paid by Duro-Last at time of payment to any such third-party supplier.

Any alterations or deviation from the scope of work involving extra costs including, but not limited to, additional materials and labor will be executed only upon written change-orders submitted to Duro-Last, which will result in an extra charge over this proposal.

The base price does not include any allowances for roof deck replacement or for other hidden damages.

The building owner is responsible for obtaining any necessary permits, engineering fees, or tests needed to meet state and local codes.

The base price includes performance and payment bonds. Any bonds for this project shall only apply for a one-year maintenance period commencing on the date of substantial completion of the project. Bond coverage shall not be extended to the 15-year warranty period subsequent to the one-year maintenance period.

Duro-Last Roofing and McAllen Roofing LLC are not responsible for the following:

- HVAC alteration and related utility work
- Lightning, lightning protection, or electrical alterations or recertification
- Satellite dishes or antenna recalibration
- Removal of material containing asbestos or asbestos testing
- Ponded water due to previous existing substrate conditions

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard roofing practices and in accordance with Duro-Last published specifications. Duro-Last Roofing shall not be responsible for delays relating to weather, accidents, or other events beyond our control.

If this proposal is accepted, the Duro-Last TIPS price schedule, terms, and conditions will be applied. In addition:



1. The City of Kingsville TIPS membership will need to be verified.
2. A purchase order and tax exempt certificate will need to be issued to Duro-Last Roofing.
3. The purchase order should be clearly marked "Per TIPS Contract".
4. E-mail the purchase order in PDF format to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) for review and approval.
5. Duro-Last will issue a Notice to Proceed McAllen Roofing LLC after receiving the approved purchase order from TIPS.

If you have any questions regarding this proposal, please contact me at (800) 248-0280 or [ktobias@duro-last.com](mailto:ktobias@duro-last.com). If this proposal is acceptable, please sign below and return with the aforementioned documents.

**The City of Kingsville's Police Department Re-Roofing Project Base Price:**

Base Price	\$75,000
Contingency Included in Base Bid	\$2,214.19

Approved By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Best Regards,

Kelly Tobias  
Cooperative Purchasing Representative  
Duro-Last Roofing, Inc.

cc: Philip Westerman, McAllen Roofing LLC



LOG OFF HOME REPORTS MY ENTITY COMMUNICATION ALL CONTRACTS ALL VENDORS BID SCHEDULE

<b>Update</b>	
Entity Name	Kingsville (City Of)
Local Member ID	TX991245
Primary Contact Name	Charlie Sosa
Primary Contact Title	Purchasing Manager
Primary Contact E-mail	csosa@cityofkingsville.com
Address 1	Po Box 1458
Address 2	
City	Kingsville
State	TX ▼
Zip	78364
Phone	(361) 595-8025
Fax	(361) 595-8035
Region	02d
Date Signed	04/04/16

Additional Contacts



Add Contacts

Contact/Title	Email/Phone
P <u>Deborah Balli</u>	dballi@cityofkingsville.com
Finance Director	(361) 595-8009

Copyright 2005-2021 [Tips-Usa.com](https://www.tips-usa.com) | Lead agency Region 8 ESC

## SPECIFICATION

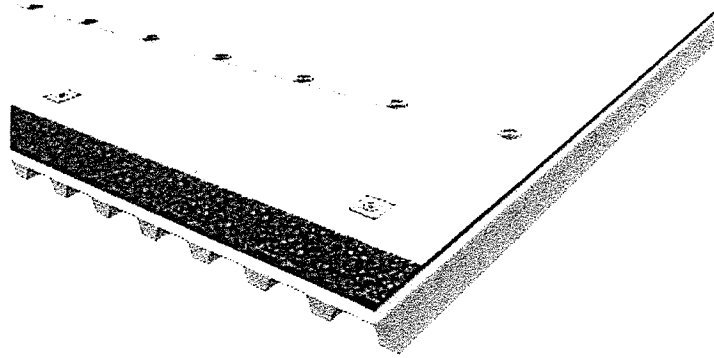
### **Kingsville PD**

1700 East King Ave  
Kingsville, TX 78363

Entire

Prepared For: Robert Gardner  
Duro-Last Roofing, Inc

Prepared By: James Griffin  
Duro-Last Roofing, Inc



### **Duro-Last Roof Assembly Description**

- **Duro-Last® PVC thermoplastic membrane**  
Membrane Thickness: 50 mil  
Color: White  
Attachment: Attached with mechanical fasteners
- **Duro-Guard® XPS Fan Fold - A**  
Thickness: 3/8 inch  
Attachment: Attached with mechanical fasteners
- **BUR: Granular-Surfaced Cap Sheet**
- **Steel Roof Deck**



## **PART 1 GENERAL**

**This project requires TDI Engineering. The contractor is responsible for all permits and fees required, to include any fees associated TDI requirements.**

**This is a Duro-Last TIPS project. Contractor is responsible for completing ALL forms associated with the DL TIPS program.**

**Contractors are responsible for conducting necessary rooftop investigations for existing system / condition information.**

**There is existing equipment (antennas) affixed to the walls, with fasteners penetrating the wall flashing membrane. Contractor will coordinate with the City of Kingsville Police Department to remove for Re-installation these antennas and the attachment structures.**

### **1.0 Scope of Work**

- A. A pre-construction meeting will be held, to be scheduled once the project is awarded, between the City of Kingsville representative, the Duro-Last project manager, and the awarded contractor's representative(s).
- B. A contact list for primary personnel, City of Kingsville, Duro-Last Roofing, and contractor shall be compiled and shared with all parties.
- C. Upon award, the contractor shall provide a Duro-Last with a project schedule to include;
  - a. Materials delivery schedule.
  - b. Project start date.
  - c. Project anticipated duration.
- D. **Summary of work:** A mechanically attached overlay of the existing system with 3/8" XPS fanfold and a 50 MIL PVC single ply membrane.
- E. **Existing Roof Preparation:** No tear off required. Remove loose debris from the existing membrane and prepare the existing Modified Bitumen roofing system in accordance with manufacturer's specifications.
- F. **Recover Board:** Contractor shall furnish and install, via mechanical attachment, a 3/8" thick XPS FAN FOLD.

G. PVC Membrane:

- a. Contractor shall furnish and install, via mechanical attachment, a white, 50 mil single-ply membrane roofing system that is fabricated of a weft inserted, low-shrink, anti-wicking polyester fabric and has a thermoplastic coating of PVC material laminated to both sides to attain a 15-year NDL warranty, meeting or exceeding the requirements listed in Section 1.9.
- b. Membrane attachment shall be in accordance with the TDI requirements. An assembly report for the project has been provided for review by the contractor's TDI Engineer.

H. Parapet Wall: Contractor shall furnish and install, in accordance with Manufacturer's specification, the following:

- a. Duro-Weave separator sheet between existing Mod Bit flashing and new Duro-Last membrane.
- b. 50 MIL wall membrane; Wall Membrane shall be mechanically attached and terminated with Exceptional Metal 2 Piece Snap-On Compression Metal. Size appropriate to conceal any existing "shadowing" of the exterior wall.
- c. Contractor to waterproof the existing wall penetrations for equipment attachment in accordance with the manufacture's specifications.

I. Roof Top Penetrations: Contractor shall install all new prefabricated membrane flashings on round and rectangle roof penetrations utilizing a reinforced PVC membrane, in accordance with manufacturer's specifications.

J. Drains: Options:

- a. Option #1:
  - i. Contractor shall furnish and install, in accordance with manufacture's specifications, new Drain boot inserts and CDR rings.
  - ii. **Contractor to provide NEW Duro-Last Drain Domes when using this option.**
- b. Option #2:
  - i. Contractor to inspect each drain bowl, if drain bowl is compromise (cracked) contractor shall flash the drain with Option #1.
  - ii. Contractor shall remove and clean ALL asphalt product from the existing drain clamping ring,

- iii. Contractor to back seal the membrane, and re-install the drain clamping ring, DL Detail # 2011.
  - iv. Contractor may use existing drain dome strainer with this option. If drain dome strainer is missing, contractor to provide new drain dome strainer.
- K. Overflow Scuppers: The contractor shall furnish and install Vinyl Coated Metal scupper materials required to flash all scuppers in accordance with the manufacturer's specifications to achieve the desired warranty. See page ("Scupper") at the end of this document for existing condition for explanation of termination of the Scupper.
- L. Walkway Pad:
- a. Include, in the bid, 1 pad at all service doors of all Roof Top Unit service door and at each roof access point, ladders and hatches.
  - b. Include in the bid, four (4) walk pads to go under existing Satellite structure.
- M. Contractor shall dispose of all debris in an approved facility in accordance with all local, state and federal regulations.
- N. Warranty: The contractor shall provide a 15-year NDL, Supreme warranty as outlined in Section 1.9 of these specifications.

#### 1.1 SECTION INCLUDES

- A. Overlay BUR: Granular-Surfaced Cap Sheet.
- B. Duro-Last® PVC thermoplastic membrane attached with mechanical fasteners.
- C. Duro-Guard® XPS Fan Fold - A, attached with mechanical fasteners.
- D. Prefabricated flashings, corners, parapets, stacks, vents, and related details.
- E. Fasteners, adhesives, and other accessories required for a complete roofing installation.
- F. Traffic Protection.

#### 1.2 REFERENCES

- A. NRCA - The NRCA Roofing and Waterproofing Manual.
- B. ASCE 7 - Minimum Design Loads For Buildings And Other Structures.
- C. UL - Roofing Materials and Systems Directory, Roofing Systems (TGFU.R10128).
- D. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- E. ASTM D 751 - Standard Test Methods for Coated Fabrics.
- F. ASTM D 4434 - Standard Specification for Poly(Vinyl Chloride) Sheet Roofing.

- G. ASTM E 108 - Standard Test Methods for Fire Tests of Roof Coverings.
- H. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

### 1.3 SYSTEM DESCRIPTION

- A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.
- C. Physical Properties:
  - 1. Roof product must meet the requirements of Type III PVC sheet roofing as defined by ASTM D 4434 and must meet or exceed the following physical properties.
  - 2. Thickness: 50 mil, nominal, in accordance with ASTM D 751.
  - 3. Thickness Over Scrim:  $\geq 28$  mil in accordance with ASTM D 751.
  - 4. Breaking Strengths:  $\geq 390$  lbf. (MD) and  $\geq 438$  lbf. (XMD) in accordance with ASTM D 751, Grab Method.
  - 5. Elongation at Break:  $\geq 31\%$  (MD) and  $\geq 31\%$  (XMD) in accordance with ASTM D 751, Grab Method.
  - 6. Heat Aging in accordance with ASTM D 3045: 176 °F for 56 days. No sign of cracking, chipping or crazing. (In accordance with ASTM D 4434).
  - 7. Factory Seam Strength:  $\geq 417$  lbf. in accordance with ASTM D 751, Grab Method.
  - 8. Tearing Strength:  $\geq 132$  lbf. (MD) and  $\geq 163$  lbf. (XMD) in accordance with ASTM D 751, Procedure B.
  - 9. Low Temperature Bend (Flexibility): Pass at -40 °F in accordance with ASTM D 2136.
  - 10. Accelerated Weathering: No cracking, checking, crazing, erosion or chalking after 5,000 hours in accordance with ASTM G 154.
  - 11. Linear Dimensional Change:  $< 0.5\%$  in accordance with ASTM D 1204 at  $176 \pm 2$  °F for 6 hours.
  - 12. Water Absorption:  $< 1.7\%$  in accordance with ASTM D 570 at 158 °F for 166 hours.
  - 13. Static Puncture Resistance:  $\geq 56$  lbs. in accordance with ASTM D 5602.
  - 14. Dynamic Puncture Resistance:  $\geq 14.7$  ft-lbf. in accordance with ASTM D 5635.

D. Cool Roof Rating Council (CRRC):

1. Membrane must be listed on CRRC website.
  - a. Initial Solar Reflectance:  $\geq 88\%$
  - b. Initial Solar Reflective Index (SRI):  $\geq 111$
  - c. 3-Year Aged Solar Reflectance:  $\geq 68\%$
  - d. 3-Year Aged Thermal Emittance:  $\geq 84\%$
  - e. 3-Year Aged Solar Reflective Index (SRI):  $\geq 82$

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Duro-Last data sheets on each product to be used, including:
  1. Preparation instructions and recommendations.
  2. Storage and handling requirements and recommendations.
  3. Installation methods.
  4. Maintenance requirements.
- C. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.
- D. Verification Samples: For each product specified, two samples, representing actual product, color, and finish.
  1. 4 inch by 6 inch sample of roofing membrane, of color specified.
  2. 4 inch by 6 inch sample of walkway pad.
  3. Termination bar, fascia bar with cover, drip edge and gravel stop if to be used.
  4. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.
- E. Installer Certification: Certification from the roofing system manufacturer that Installer is approved, authorized, or licensed by manufacturer to install roofing system.
- F. Manufacturer's warranties.

1.5 QUALITY ASSURANCE

- A. Perform work in accordance with manufacturer's installation instructions.

- B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.
- C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.
- D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.
- E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

#### 1.6 REGULATORY REQUIREMENTS

- A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.
- B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.
  - 1. Exterior Fire-Test Exposure:
    - a. Class A; ASTM E 108, for application and roof slopes indicated.
  - 2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.
  - 3. Conform to applicable code for roof assembly fire hazard requirements.
- C. Wind Uplift:
  - 1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE-7 Specification *Minimum Design Loads for Buildings And Other Structures*.

#### 1.7 PRE-INSTALLATION MEETING

- A. Convene meeting not less than one week before starting work of this section.
- B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.
  - 1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.



2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and repair procedures after roofing installation.

#### 1.8 DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

#### 1.9 WARRANTY

- A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer.
- B. Manufacturer's Warranty: Must be no-dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then-current material and labor prices throughout the life of the warranty. In addition the warranty must meet the following criteria:

1. Warranty Period: 15 years from date issued by the manufacturer.
2. No exclusions for incidental or consequential damages.
3. No exclusion for damage caused by ponding water.
4. Issued direct from and serviced by the roof membrane manufacturer.
5. Transferable for the full term of the warranty.
6. No additional charge for the warranty.

## **PART 2 PRODUCTS**

### **2.1 MANUFACTURER**

- A. Manufacturer: Duro-Last Roofing, Inc., which is located at: 525 Morley Drive, Saginaw, MI 48601. Telephone: 800-248-0280.
- B. All roofing system components to be provided or approved by Duro-Last Roofing, Inc.
- C. Substitutions: Not permitted.

### **2.2 ROOFING SYSTEM COMPONENTS**

- A. Roofing Membrane: Duro-Last® PVC thermoplastic membrane conforming to ASTM D 4434, type III, fabric-reinforced, PVC, NSF/ANSI 347 Gold or Platinum Certification, and a product-specific third-party verified Environmental Product Declaration.  
Membrane properties as follows:
  1. Thickness:
    - a. 50 mil.
  2. Exposed Face Color:
    - a. White.
  3. Minimum recycle content 7% post-industrial and 0% post-consumer.
  4. Recycled at end of life into resilient flooring or concrete expansion joints.
- B. Accessory Materials: Provide accessory materials supplied by or approved for use by Duro-Last Roofing, Inc.
  1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
  2. Duro-Last Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
    - a. Stack Flashings.
    - b. Curb Flashings.
    - c. Inside and Outside Corners.

- d. Drain Boots, Composite Drain Rings (CDR) and Dome Strainers.
- e. Membrane Scupper Liners.
- f. Vinyl Coated Pitch Pans.
- 3. Sealants and Adhesives: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.
  - a. Duro-Caulk® Plus.
  - b. Strip Mastic.
- 4. Slip Sheet: Compatible with roofing system and supplied by Duro-Last Roofing, Inc.
  - a. Duro-Weave™ Slip Sheet.
- 5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening membrane and insulation to substrate. Supplied by Duro-Last Roofing, Inc.
  - a. #14 Heavy Duty Fasteners.
  - b. #15 Extra Heavy Duty Fasteners.
  - c. Poly Plates.
  - d. 3 inch Metal Plates.
- 6. PV Anchors
- 7. Termination and Edge Details: Supplied by Duro-Last Roofing, Inc.
  - a. Termination Bar.
  - b. Universal 2-Piece Compression Metal System.
- 8. Vinyl Coated Metal: Supplied by Duro-Last Roofing, Inc. 24 gauge, hot-dipped galvanized, grade 90 metal with a minimum of 17 mil of Duro-Last membrane laminated to one side.
- 9. Two-Way Roof Vents: Supplied by Duro-Last Roofing, Inc. Install a minimum of 1 vent for each 1,000 ft<sup>2</sup> (93 m<sup>2</sup>) of roof area.
- C. Underlayment Board:
  - 1. Duro-Guard® XPS Fan Fold - A.
    - a. 3/8 inch thick.
- D. Walkways:
  - 1. Provide non-skid, maintenance-free walkway pads in areas of heavy foot traffic and around mechanical equipment.
    - a. Duro-Last Roof Trak® III Walkway Pad.
- 1.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.
- G. Prior to re-covering an existing roofing system, conduct an inspection of the roof system accompanied by a representative of the membrane manufacturer or an authorized contractor.
  - 1. Determine required fastener type, length, and spacing.
  - 2. Verify that moisture content of existing roofing is within acceptable limits.
  - 3. Identify damaged areas requiring repair before installation of new roofing.
  - 4. Conduct core cuts as required to verify information required.

### **3.2 PREPARATION**

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- D. Re-Roofing Over Existing Single-Ply System:
  - 1. Remove all loose or high fasteners.
  - 2. Membrane contaminated with bitumen must be immediately cleaned. If cleaning does not remove the bitumen, the contaminated membrane must be replaced, or covered with both a slip sheet and new membrane.
  - 3. Blisters, buckles and other surface irregularities must be repaired or removed. If the damage is extensive, an approved rigid board insulation or a cover board must be installed.
  - 4. When the system is smooth or granular-surfaced, any approved slip sheet, insulation or cover board may be used to provide separation of the roof system and new membrane. Duro-Guard fan folds may be used if the surface is pea gravel or crushed

stone which is ¼ to 3/8 inch in size and has been leveled and maintained at 4 psf. For larger rock/gravel, utilize an approved rigid insulation or cover board.

5. If rock/gravel surfacing is removed, an approved fan fold, rigid insulation or cover board must be used. If embedded rock/gravel remains that protrudes out of the deck more than ¼ inch, do not use fan fold board. Instead, use an approved cover board or rigid insulation.
6. When installing polystyrene insulation over coal tar pitch or asphalt-based roof systems, a slip sheet must be used between the insulation and existing roof.

### 3.3 INSTALLATION

- A. Install insulation in accordance with the roof manufacturer's requirements.
- B. Separation Board: Duro-Guard® XPS Fan Fold - A.
  1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet applicable design requirements.
    - a. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed must be replaced or corrected.
    - b. Attach boards in parallel courses with end joints staggered 50% and adjacent boards butted together with no gaps greater than ¼ inch.
- C. Roof Membrane: 50 mil, Duro-Last® PVC thermoplastic membrane.
  1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet the applicable design requirements.
  2. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed shall be replaced or corrected.
  3. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns that in accordance with the roof manufacturer's requirements.
  4. Cut membrane to fit neatly around all penetrations and roof projections.
  5. Unroll roofing membrane and positioned with a minimum 6 inch overlap.
- D. Seaming:
  1. Weld overlapping sheets together using hot air. Minimum weld width is 1-1/2 inches.
  2. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.
- E. Membrane Termination/Securement: All membrane terminations shall be completed in accordance with the membrane manufacturer's requirements.
  1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.

2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.
- F. Flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.
1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.
    - a. Do not apply flashing over existing thru-wall flashings or weep holes.
    - b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
    - c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
    - d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).
  2. Penetrations:
    - a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
    - b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
    - c. Existing Flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.
  3. Pipe Clusters and Unusual Shapes:
    - a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl-coated metal pitch pan and sealant supplied by the membrane manufacturer.
    - b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
    - c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.
- G. Roof Drains:
1. Coordinate installation of roof drains and vents specified in Section 15146 - Plumbing Specialties.
  2. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
  3. Provide a smooth clean surface on the mating surface between the clamping ring and the drain base.

H. Edge Details:

1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.
2. Join individual sections in accordance with the membrane manufacturer's requirements.
3. Coordinate installation of metal flashing and counter flashing specified in Section 07620.
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies specified in Section 07710.

I. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regardless of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

J. Water cut-offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-off is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

### 3.4 FIELD QUALITY CONTROL

- A. The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

### 3.5 PROTECTION

- A. Protect installed roofing products from construction operations until completion of project.

- B. Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C. Repair or replace damaged products after work is completed.

END OF SECTION



## Scupper



PVC Vinyl Coated Metal scupper insert shall be back sealed and terminated, at 6" oc intervals, around the entire perimeter of the existing scupper metal at the location indicated in the picture.



### ADDITIONAL INFORMATION

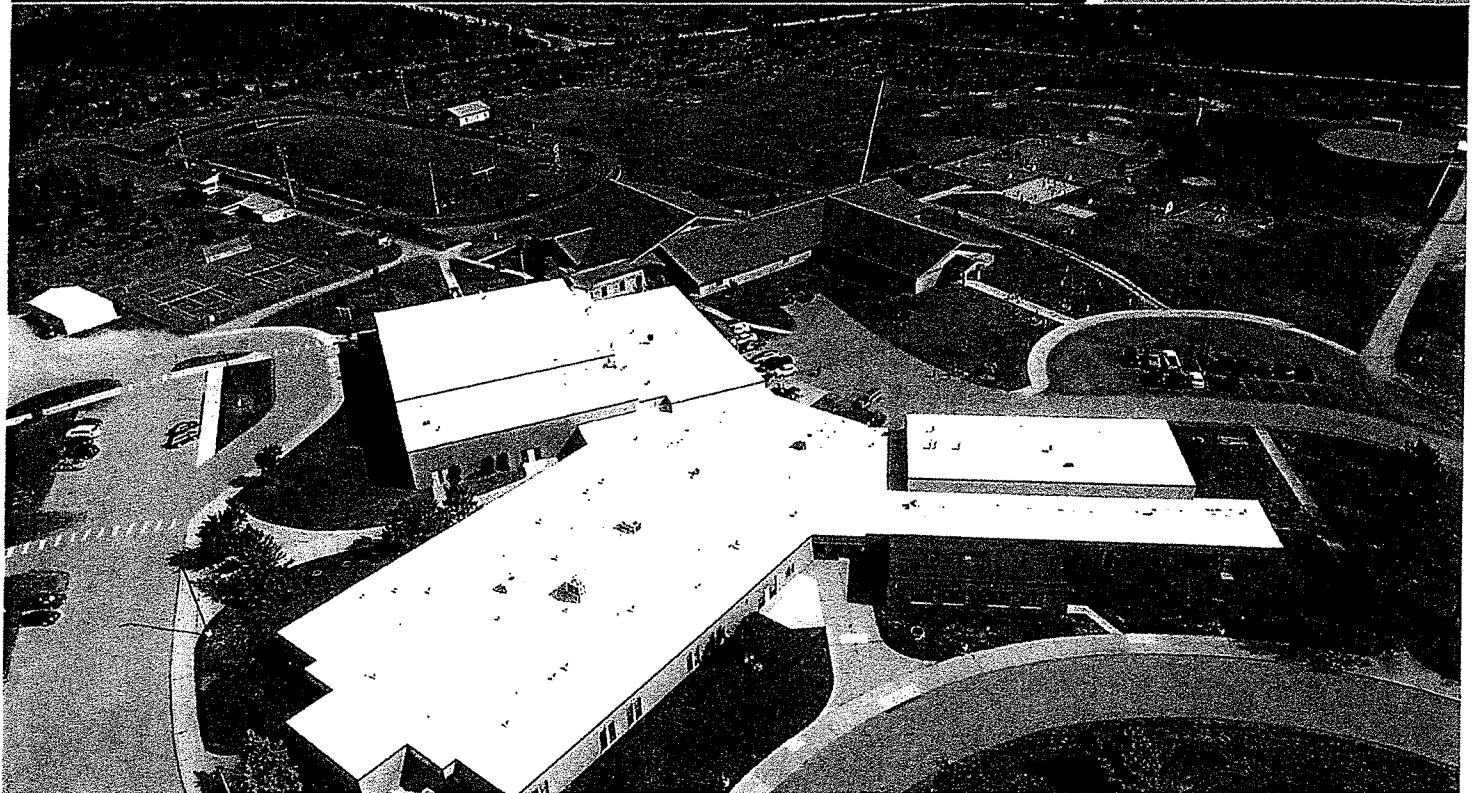
1. All metal colors to be chosen from one of Duro-Last's standard color choices.
2. Open Market Items are not covered under the Duro-Last warranty.
3. If required, any HVAC, plumbing, electrical, or other miscellaneous work that may need to be moved or disconnected and reconnected (other than normal roofing practice) will need to be done by others at building owner's expense. The cost of these services is not included in this proposal.
4. Building owner is responsible for obtaining any necessary permits, engineering fees, or tests needed to meet state and local codes.
5. McAllen Valley Roofing Company to provide dump and disposal fees. All debris will be disposed of in an approved facility in accordance with all local, state, and federal regulations. Jobsite to be cleaned daily.
6. Work to be performed under OSHA rules and regulations.
7. Duro-Last and McAllen Roofing LLC are not responsible for existing building conditions such as, but not limited to, leaking walls, windows, gutters, interior drains, pipes, air conditioner equipment, electrical wiring, ducts, vents, fans, parapets, mansards, water lines, masonry walls, adjacent roofs, skylights, trim, existing water damage to the interior of the building (walls, ceilings, floors, etc.), hidden conduit within or below the existing roofing system, or the existence of mold.
8. Any bonds for this project apply only to the one-year maintenance period commencing on the date of substantial completion. Bonds do not extend to the full 15-year warranty period.

# COOPERATIVE PURCHASING



**DURO-LAST®**  
THE WORLD'S BEST ROOF®

Duro-Last®: the "World's Best Roof®"



## OVER 38 YEARS OF SERVICE TO THE PUBLIC SECTOR

Known as the "World's Best Roof®," the Duro-Last® Roofing System is perfect for any flat, low-sloped, new or retrofit application. Whether your project is best handled with prefabricated Duro-Last deck sheets or roll goods, contractors can optimize installation time by using our precision-fabricated accessories and flashings.

Once installed, a Duro-Last Roofing System is watertight and maintenance-free. Duro-Last has met or exceeded all major fire and wind code requirements as well as regional approvals throughout the country, reinforcing Duro-Last's leadership in providing consistent watertight integrity.

Since 1978, over 2 billion square feet of Duro-Last membrane has been installed throughout North America. With manufacturing facilities in Saginaw, Michigan (corporate headquarters); Sigourney, Iowa; Grants Pass, Oregon; Carrollton, Texas; and Jackson, Mississippi along with over 60 Quality Assurance Technical Representatives across the country, and industry-leading warranties, the Duro-Last Roofing System is a great long-term investment for building owners.



THE INTERLOCAL PURCHASING SYSTEM

# COOPERATIVE PURCHASING



Duro-Last®: the "World's Best Roof®"

DURO-LAST, INC. AND THE TIPS COOPERATIVE HAVE PARTNERED TO BRING CONTRACT SAVINGS AND EFFICIENCIES TO PUBLIC AGENCIES NATIONWIDE.

The Interlocal Purchasing System (TIPS), one of the Premier National Purchasing Cooperatives in the United States, has been serving public agencies since 2002.

TIPS helps provide a quick and efficient delivery of DURO-LAST, INC. services, while maintaining procurement compliance.

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<b>Contract Number:</b>	2042816
<b>Lead Agency:</b>	Region 8 Education Service Center (Texas)
<b>Contract Term:</b>	4/28/2016 – 4/28/2017
<b>Contract Information:</b>	Visit <a href="https://www.tips-usa.com/duro-last.cfm">https://www.tips-usa.com/duro-last.cfm</a>
<b>How to Register:</b>	The TIPS website offers step-by-step instructions on how to become a member. The process is fast, and it's free. It is, however, specific to your home state. Please visit the following page to access the membership instructions and documents. <a href="https://www.tips-usa.com/membership.cfm">https://www.tips-usa.com/membership.cfm</a>
<b>How to view the TIPS/Duro-Last Online Profile:</b>	Visit <a href="https://www.tips-usa.com/duro-last.cfm">https://www.tips-usa.com/duro-last.cfm</a> <ul style="list-style-type: none"><li>• Overview: General Information</li><li>• Due Diligence: Contract Documentation</li><li>• Contacts: Duro-Last Contact Information</li></ul>

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**Duro-Last, Inc.**  
Chenelle Sauer  
Government Sales Administrator  
Phone: (800) 248-0280 Ext. 2223  
Email: [csauer@duro-last.com](mailto:csauer@duro-last.com)

**TIPS**  
David Mabe  
Vice President of Construction  
Phone: (903) 243-4759  
Email: [david.mabe@tips-usa.com](mailto:david.mabe@tips-usa.com)

**LEAD AGENCY**  
Meredith Barton  
Vice President of Operations  
Phone: (866) 839-8477  
Email: [tips@tips-usa.com](mailto:tips@tips-usa.com)





A Department of Education Service Center Region 8, 4845 US Highway 271 North, Pittsburg, Texas 75686, (866) 839-8477

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To: All TIPS Members

Re: TIPS Federal Funds Disclaimer and Information Sheet

To whom it may concern:

You have clicked on a link or otherwise sought to determine whether a specific TIPS Vendor on a specific TIPS Contract is EDGAR compliant. If the website states “No” to EDGAR compliance for that specific Vendor Contract, then the specific TIPS Vendor on that specific TIPS Contract is ***not EDGAR compliant***. If the website states “View Doc” to EDGAR compliance and you are linked to this letter, then TIPS has ensured the specific TIPS Vendor’s compliance with 2 CFR 200 on the specified contract ***to the extent a cooperative can do so***, as described below.

Region 8 Education Service Center (Region 8 ESC) is a Texas Education Service Center which operates The Interlocal Purchasing System (TIPS), a purchasing cooperative and department of Region 8 ESC. This document certifies that Region 8 ESC and TIPS made every effort to comply with the most restrictive requirements of 2 CFR 200, identified for educational purposes as the Education Department General Administrative Regulations (“EDGAR”). Please note that federal funds not sourced from the US Department of Education are likely regulated by 2 CFR 200 but are not technically “EDGAR.” Each federal agency and its corresponding state “pass-through” agency may interpret 2 CFR 200 differently. TIPS certifies that it competitively procures all awarded contracts pursuant to § 44.031 of the Texas Education Code, or Texas Government Code § 2269, as applicable, the most restrictive procurement method, and performs the most restrictive procurement method required by law and regulation, including all of the necessary steps outlined in 2 CFR 200, except the Price or Cost Analysis for purchases of \$250,000 and greater. (See below). **This letter certifies that the Vendor agreed to those 2 CFR 200 contract provisions for the specified contract.**

However, this TIPS certification cannot relieve Members of federal requirements that cannot reasonably be performed by cooperatives. For example, 2 CFR 200 requires a cost or price analysis for purchases over \$250,000.00, a threshold adopted by TEA and the US Dept. of Education. TIPS does not perform a formal cost or price analysis because TIPS is not the entity making the actual purchase of goods or services. If a Vendor is awarded then TIPS has determined that the pricing is within the competitive range for the Vendor’s offering. However, when required by law, the TIPS Member must perform the required analysis on the specific goods or services before seeking TIPS pricing/purchasing from the TIPS Vendor and then upon completion of the purchase process.

Additionally, due to the Texas Department of Agriculture Guidance ARM Section 17 (“ARM Section 17”), relating to Federal Child Nutrition Program Funds (Primarily Texas Public School Fund 240), requirement that all solicitations include specific quantities of goods or services purchased, TIPS Contracts are not in compliance with ARM Section 17 as a **stand-alone** purchase contract. This is because TIPS has no way of predicting which Members will purchase specific quantities of goods and services. However, for Federal Child Nutrition Fund purchases in which the ARM Section 17 required cost or price analysis has been performed by the Member, TIPS contracts may be used in conjunction with the Member’s three quote process **unless labeled with “No” as to EDGAR compliance**. See also ARM Section 17.84 addresses purchasing through a **“Third Party Cooperative that does not follow USDA Procurement Regulations”**. This will include TIPS and possibly other cooperatives that do not specify the exact quantities and line items procured by the cooperative. See the latest ARM Section 17 **here**.

**If this letter was linked or provided in relation to a specific Vendor Contract then the Vendor has agreed to the 2 CFR 200 Contract provisions.** For our Members’ benefit, we encourage you, when expending federal funds, to make certain that you understand and comply with any other 2 CFR 200 requirements that cannot necessarily be met on your behalf by a cooperative. We also encourage you to incorporate all 2 CFR 200 TIPS Contract provisions agreed to by the Vendor into all supplemental agreements you enter into with the TIPS Vendor, if any. While TIPS works very hard to ensure legal purchasing compliance on Members’ behalf TIPS does not provide legal counsel to its Members. TIPS recommends that you consult your legal counsel when executing contracts with TIPS Vendors. TIPS reserves the right to change its process as necessary in relation to updated guidance. Thank you for being a Member of TIPS and for letting us assist with your procurement needs.

# TIPS VENDOR AGREEMENT

## PART 1 ONLY

Between Duro-Last, Inc. and  
(Company Name)

### THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for TIPS RFP 210603 Roofing - PART 1 ONLY

#### General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

#### Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

#### Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

#### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of

the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

#### **Agreements**

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

#### **Tax exempt status**

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

#### **Assignments of Agreements**

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

#### **Disclosures**

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

#### **Term of Agreement and Renewals**

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

**"Start Date" for Term Calculation Purposes Only:** Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation

**Example:** *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*



**“Termination Date”:** The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus three years.

**Example:** *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

**Extensions:** Any extensions of the original term shall begin on the next day after the day the original term expires.

**Example Following the Previous Example:** *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

**Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

**Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

**Invoices**

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

**Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

**Pricing**

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

## **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a quarterly basis, specifically within 91 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per

Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

#### **State of Texas Franchise Tax**

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

#### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

#### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

#### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

#### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

#### **Licenses**

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

#### **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

#### **Site Requirements (only when applicable to service or job)**

**Cleanup:** When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

#### **Safety Measures**

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

#### **Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

#### **Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the

Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

#### **Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

#### **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

#### **Legal obligations**

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

#### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing

firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

#### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

#### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

#### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

#### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

#### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

**Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

**Support Requirements**

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

**Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

**SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

**STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com). Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.



# TIPS Vendor Agreement Signature Form

TIPS 202003 Bidding (2 PART WITH JOG) - PART 1 ONLY

Company Name Duro-Last, Inc.

Address 525 Morley Drive

City Saginaw State MI Zip 48601

Phone (800) 248-0280 Fax (800) 432-9331

Email of Authorized Representative cplyler@duro-last.com

Name of Authorized Representative Chenelle D. Plyler

Title Cooperative Purchasing Administrator

Signature of Authorized Representative Chenelle D. Plyler

Date 7/15/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 9-30-2021

**Addendum to TIPS Vendor Agreement executed on or after September 1, 2021**

Insert name of Vendor Duro-Last, Inc.

TIPS Solicitation # 210603 P1

**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES**

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

SR \_\_\_\_\_ Initials of Authorized Representative of Vendor, if applicable

**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES**

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

SR \_\_\_\_\_ Initials of Authorized Representative of Vendor, if applicable

**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH  
CRITICAL INFRASTRUCTURE**

*Client name* is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the *client name* for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

SR \_\_\_\_\_ Initials of Authorized Representative of Vendor, if applicable

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



**210603**

**Duro-Last, Inc.**

## **Supplier Response**

### **Event Information**

Number: 210603  
Title: Roofing (2 PART with JOC)  
Type: Request for Proposal  
Issue Date: 6/3/2021  
Deadline: 7/16/2021 03:00 PM (CT)  
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

**IF YOU CURRENTLY HOLD TIPS CONTRACT 180702 Roofing (JOC), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR ROOFING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 180702 Roofing (JOC).**

## **Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Duro-Last, Inc. Information

Address: 525 Morley Drive  
Saginaw, MI 48601  
Phone: (800) 248-0280 x2223  
Fax: (800) 432-9331

By submitting your response, you certify that you are authorized to represent and bind your company.

Chenelle Davila Plyler  
*Signature*

cplyler@duro-last.com  
*Email*

Submitted at 7/16/2021 12:23:58 PM

## Requested Attachments

### Supplementary

1 - Duro-Last Corporate Brochure.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

### Vendor Agreement PART 1 ONLY

2 - Vendor Agreement PART 1 Duro-Last.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form PART 1 ONLY

3 - Agreement Signature Form PART 1 Duro-Last.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### Pricing Form 1 PART 1 ONLY

4 - Pricing Form 1 PART 1 Duro-Last.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### Vendor Agreement PART 2 ONLY

5 - Vendor Agreement PART 2 Duro-Last.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form PART 2 ONLY

6 - Vendor Agreement PART 2 Duro-Last.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Pricing Form 2 PART 1 ONLY

7 - Pricing Form 2 PART 1 Duro-Last.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

## Warranty

8 - Warranty Information - Duro-Last.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## OPTIONAL - PART 2 - JOC 9 - Part 2 JOC Pricing of Itemized List of RS Means Non-Prepriced Items Duro-Last.xlsx Pricing of Itemized List of RS Means Non-Prepriced Items

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

## OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK PART 2 ONLY

No response

PROPOSERS MAY SUBMIT ATTACHMENT ENTITLED "Optional Pricing Exhibit Xactimate Unit Price Book" AS AN ADDITIONAL PRICING METHOD TO THE REQUIRED RS MEANS METHOD. You may not offer Xactimate Pricing in lieu of RS Means Pricing and doing so will disqualify you. If you submit Xactimate as an additional option for pricing, it will be averaged with the score assigned for RS Means to arrive at your final pricing score during evaluation of your proposal.

## Reference Form (PARTS 1 & 2)

11 - Reference Form Duro-Last.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

## D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Proposed Goods and Services

13 - Duro-Last Product Catalog.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

## All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Logo and Other Company Marks

15 - Duro-Last Logo.jpg

## Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

## Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

16 - Duro-Last Certification of Corporate Officer.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

## Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

## Confidentiality Form

19 - Confidentiality Form - Duro-Last.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

## Bonding Capacity Letter from Surety/Insurance Company

20 - Bonding Capacity Letter - Duro-Last.pdf

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

## Current W-9 Tax Form

21 - W9 Duro-Last.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

## Bid Attributes

### 1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

No

### 2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>

or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

### 3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

Yes

### 4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

N/A

### 5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

The custom-fabricated, single-ply PVC Duro-Last commercial roofing system is ideal for any flat or low-sloped application. The custom-fabricated, single-ply PVC Duro-Last commercial roofing system is ideal for any flat or low sloped application. Extremely durable and easily installed by authorized Duro-Last contractors without disrupting building operations, the Duro-Last Roofing System is also watertight, highly reflective, resistant to chemicals, fire and high winds, as well as low maintenance. Duro-Last is a leader in vertical integration. Since the beginning, our founder, John R. Burt, strived to produce as many parts of a Duro-Last to control quality from top to bottom.



<b>6</b>	<b>Primary Contact Name</b> Primary Contact Name <input style="width: 90%;" type="text" value="Chenelle Plyler"/>
<b>7</b>	<b>Primary Contact Title</b> Primary Contact Title <input style="width: 90%;" type="text" value="Cooperative Purchasing Administrator"/>
<b>8</b>	<b>Primary Contact Email</b> Primary Contact Email <input style="width: 90%;" type="text" value="cplyler@duro-last.com"/>
<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 150px;" type="text" value="8002480280"/>
<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 150px;" type="text" value="8004329331"/>
<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 150px;" type="text" value="9892845391"/>
<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input style="width: 90%;" type="text" value="Kevin Blaesser"/>
<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input style="width: 90%;" type="text" value="Director of Sales Operations"/>
<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input style="width: 90%;" type="text" value="kblaesse@duro-last.com"/>
<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 150px;" type="text" value="8002480280"/>
<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 150px;" type="text" value="8004329331"/>

<b>1</b> <b>7</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <div style="border: 1px solid black; padding: 2px; width: 100px; margin-top: 5px;">9895984430</div>
<b>1</b> <b>8</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <div style="border: 1px solid black; padding: 2px; width: 80%; margin-top: 5px;">Chenelle Plyler</div>
<b>1</b> <b>9</b>	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <div style="border: 1px solid black; padding: 2px; width: 80%; margin-top: 5px;">cplyler@duro-last.com</div>
<b>2</b> <b>0</b>	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <div style="border: 1px solid black; padding: 2px; width: 100px; margin-top: 5px;">8002480280</div>
<b>2</b> <b>1</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <div style="border: 1px solid black; padding: 2px; width: 80%; margin-top: 5px;">Chenelle Plyler</div>
<b>2</b> <b>2</b>	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <div style="border: 1px solid black; padding: 2px; width: 80%; margin-top: 5px;">govsales@duro-last.com</div>
<b>2</b> <b>3</b>	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <div style="border: 1px solid black; padding: 2px; width: 100px; margin-top: 5px;">8002480280</div>
<b>2</b> <b>4</b>	<b>Company Website</b> Company Website (Format - www.company.com) <div style="border: 1px solid black; padding: 2px; width: 150px; margin-top: 5px;">http://www.duro-last.com</div>
<b>2</b> <b>5</b>	<b>Entity D/B/A's and Assumed Names</b> Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <div style="border: 1px solid black; padding: 2px; width: 80%; margin-top: 5px;">Duro-Last Roofing, Inc.</div>
<b>2</b> <b>6</b>	<b>Primary Address</b> Primary Address <div style="border: 1px solid black; padding: 2px; width: 80%; margin-top: 5px;">525 Morley Drive</div>
<b>2</b> <b>7</b>	<b>Primary Address City</b> Primary Address City <div style="border: 1px solid black; padding: 2px; width: 100px; margin-top: 5px;">Saginaw</div>

<b>28</b>	<b>Primary Address State</b>	Primary Address State (2 Digit Abbreviation)
		<input style="width: 95%;" type="text" value="MI"/>
<b>29</b>	<b>Primary Address Zip</b>	Primary Address Zip
		<input style="width: 95%;" type="text" value="48601"/>
<b>30</b>	<b>Search Words:</b>	<p>Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)</p> <div style="border: 1px solid black; padding: 5px; min-height: 150px;"> <p>Commercial Roofing, PVC, PVC Roofing, Duro-Last, Duro-Last Roofing, Energy Efficient Roofing, Reflective Roofing, White Roofing, Reflective Roofing, Single Ply Roofing Membrane, 40 mil roof, 50 mil roof, 60 mil roof, 80 mil roof, Roofing Manufacturer, Flat Roofing, Low Sloped Roofing, Prefabricated Roofing, roofing stack, roofing curb, roofing drain, roofing corner, church roofing, restaurant roofing, hospital roofing, warehouse roofing, school roofing, shopping center roofing, retail roofing, Duro-Last Membrane, Duro-Tuff Membrane, Duro-Fleece Membrane, Duro-Last EV Membrane, Rock-Ply Membrane, Shingle-Ply Membrane, Vinyl Rib, Silicone Coating, Acrylic Coating, Duro-Shield Coatings, EXCEPTIONAL Metals, Reroof, Metal Roofing System, Insulated Metal Panels, Edge Metal, Prefabricated Edge Metal, Vinyl-Coated Edge Metal, Standing Seam Metal Roof, EM BattenLok Panel, EM Double-Lok Panel, EM LokSeam Panel, EM SuperLok Panel, EM Ultra-Dek Panel, EM PBR Panel, EM Retro-R Panel, 2 Piece Snap On Compression, Vinyl-Coated Drip Edge, All-Term, Scupper, Gutter, Collector Box, Fascia, Drip Edge</p> </div>
<b>31</b>	<b>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</b>	<p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.</p> <p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p> <div style="border: 1px solid black; padding: 2px; display: inline-block;">Yes</div>

3 Yes - No

2

Certification of Residency - The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

No

3 Company Residence (City)

3

Vendor's principal place of business is in the city of?

Saginaw

3 Company Residence (State)

4

Vendor's principal place of business is in the state of?

MI

3 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES  
5 ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

5%

3  
6 **Yes - No**

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

3  
7 **TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3  
8 **REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient**

**What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)**

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

1

3  
9 **REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient**

**What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)**

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

1.3

**40 REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book**

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

30%

**41 Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

**42 Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

No

**43 Years experience in this category of goods or services.**

Company years experience in this category of goods or services?

43

**44 Resellers:**

Does the vendor have resellers that it will name under this contract?

Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

No

**4  
5** **Right of Refusal**

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

**4  
6** **NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

**4  
7** **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

**4  
8** **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

**4  
9** **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

**5  
0** **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

**5 Antitrust Certification Statements (Tex. Government Code § 2155.005)**

**1**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.



## **5 Suspension or Debarment Instructions**

**2**

### **Instructions for Certification:**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

**5**

**3**

**Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

**5**

**4**

**Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☒ Yes, I certify (Yes)

**5 2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**5 2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

**5 2 CFR PART 200 Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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8**2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5  
9**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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 any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

6  
0**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

**6 2 CFR PART 200 Procurement of Recovered Materials**

**1** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes ☐

**6 2 CFR PART 200 Rights to Inventions**

**2** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or 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 recipient or 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.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes ☐

**6 2 CFR PART 200 Domestic Preferences for Procurements**

**3** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes ☐

**6 2 CFR PART 200 Ban on Foreign Telecommunications**

**4** Federal grant funds may not be used to purchase equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

**6 2 CFR PART 200 Equal Employment Opportunity**

**5** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

**6 2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

**6** *[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.]* Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

**6** **Certification Regarding Lobbying**

**7** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

☐ I HAVE NOT Lobbied per above

**6** **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

**8** ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "Certification Regarding Lobbying", please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

**6** **Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

**9** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

☐ YES

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**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 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:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) 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;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) 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

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES ☐

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1

**If proposing on PART 2, Davis-Bacon Act compliance.**

IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.



**7  
2** **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

**7  
3** **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

☒ Yes, I Agree (Yes)

**7  
4** **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

☐ Yes, I Agree

**7  
5** **Remedies Explanation of No Answer**

No response

**7****6****Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

**7****7****Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**7****8****Alternative Dispute Resolution Explanation of No Answer****7****9****Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

**8****0****Infringement(s) Explanation of No Answer****8****1****Acts or Omissions**

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

<b>8</b>	<b>2</b>	<b>Acts or Omissions Explanation of No Answer</b>
		<i>No response</i>

<b>8</b>	<b>3</b>	<b>Contract Governance</b> Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. <input checked="" type="checkbox"/> Yes, I Agree (Yes)
----------	----------	--

<b>8</b>	<b>4</b>	<b>Payment Terms and Funding Out Clause</b> Payment Terms:  TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.  Funding Out Clause:  Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.  See statute(s) for specifics or consult your legal counsel.  Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.  Do you agree to these terms? <input checked="" type="checkbox"/> Yes, I Agree (Yes)
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## 8 Insurance and Fingerprint Requirements Information

5

### Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

### Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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6

## Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

**NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

☐ Some

**8 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

**7** SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**8 Texas Government Code 2270 & 2270 Verification Form**

**8** Texas Government Code 2270 & 2271 Verification Form  
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.  
Our entity further certifies that it is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>  
I swear and affirm that the above is true and correct.

YES ☐

**8 Logos and other company marks**

**9** Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

**90 Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

**91 Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

**92 Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

No

**93 Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

PAGE 4 - PARTICIPATION FEES & REPORTING OF SALES: Duro-Last would like to enter into a quarterly reporting and payment schedule.

**94 Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

price increases will be < 5% annually per question

**9  
5** **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**9  
6** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**9  
7** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email [bids@tips-usa.com](mailto:bids@tips-usa.com).

**9  
8** **Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed



**99 Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**100 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**101 Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**102 Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

## REFERENCES

**ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT HANDWRITE**

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

### References are Required for

**PART 1 & Part 2. Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the PART 2 evaluation process, and the evaluation cannot be completed**

[illegible]

**CERTIFICATION BY CORPORATE OFFERER**

~~COMPLETE ONLY IF OFFERER IS A CORPORATION.~~

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** Duro-Last, Inc.  
(Name of Corporation)

Steve Ruth certify that I am the ~~Secretary~~ of the Corporation  
I, (Name of Corporate Secretary) Senior Vice President

named as OFFERER herein above; that

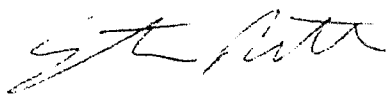
Chenelle D. Plyler  
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as  
Cooperative Purchasing Administrator

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available



SIGNATURE

7-15-2021  
DATE

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO EXPEND FUNDS FOR THE ROOF SYSTEM REPLACEMENT AT THE POLICE DEPARTMENT BUILDING.**

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

I.

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

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT #21

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 121 – GF ARP Funding</b>					
<u>Expenditures-5</u>					
2101	Police	Building	71300	\$77,214.19	

[To amend the City of Kingsville FY 21-22 Budget to expend funds for the roof system replacement at the Police Department building. Funding will come from the unappropriated fund balance of the GF ARP funding.]

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 28th day of March 2022.

**PASSED AND APPROVED** on this the 11th day of April 2022.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #5**

# City of Kingsville Health Department

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager  
Courtney Alvarez, City Attorney

FROM: Emilio H. Garcia, City of Kingsville Health Director

DATE: March 29, 2022

SUBJECT: Re-appointment of Health Board Member

---

**Summary:** Please be advised that the Health Board term for Joy Ansley expired on March 25, 2022. I have spoken to Joy Ansley, and she has agreed to remain on the Board for another 3-year term. It is my recommendation the Joy Ansley be re-appointed to the City of Kingsville Health Board.

**Background:** Ms. Joy Ansley has served on the City-County Health Board for 3 years and would like to be re-appointed for another 3 years.

**Financial Impact:** None.

**Recommendation:** I am requesting that the City Commission consider their re-appointment at the next Regular Commission meeting. Approval request.



## **AGENDA ITEM #6**



**City of Kingsville  
Police Department**

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TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Ricardo Torres, Chief of Police

DATE: March 3, 2022

SUBJECT: Operation Stonegarden, OPSG 2022 Grant#3194307

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**Summary:**

The Kingsville Police Department has been invited to participate and additional year of OPSG and has been conditionally approved for participation during performance period beginning 03/01/2022 and ending 02/28/2023. *The State prefers the language from the resolution authorizing submission of the application to be included in the resolution accepting the funds as well, which requires this amended resolution.*

**Background:**

Kleberg County and identified Friendly Forces will participate in Operation Stonegarden (OPSG) for Funding Year 2022. The participating agencies will utilize OPSG funding to enhance enforcement efforts along ingress/egress routes leading from the U.S./Mexico border and into the interior of the United States. OPSG funding will be used for the essential capability enhancement of participating agencies to coordinate operations with the U.S. Border Patrol to support border security efforts within the Rio Grande Valley Border Patrol Sector.

**Financial Impact:**

The grant for "Operation Stonegarden" is a reimbursement type but does not require any cash match. We have been approved \$96,295.02 in overtime, \$15,724.98 in fringe benefits, \$36,000.00 for Harris XL-200 portable radios, and \$11,880.00 to cover fuel costs.

**Our total allotment is \$159,900.00**

**Recommendation:**

We would request a resolution approving the acceptance of this grant via the Office of the Governor eGrants portal by the grantee's authorized official as designated by the City Manager, Chief Ricardo Torres. We also request a budget amendment to the current FY 2021-2022 for use of the funds as soon as they are available. Please place this on the next available agenda. Thank you for your assistance regarding this matter.



RESOLUTION #2022- 12

**A RESOLUTION ACCEPTING AWARD OF OPERATION STONEGARDEN FUNDS FOR FUNDING YEAR 2022; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Kingsville Police Department was recently notified that the City's Police Department has been conditionally awarded \$159,900 in Operation Stonegarden funds for funding year 2022; and

**WHEREAS**, the performance period begins 3/01/2022 and ends 2/28/2023; and

**WHEREAS**, this is a reimbursement type grant and there is no cash match;

**WHEREAS**, the use of the funds for personnel costs, fuel costs, and equipment is a benefit to the citizens of this City as well as the department.

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

I.

**THAT** the City accepts the \$159,900 in funding awarded through the Operation Stonegarden Program for personnel costs, fuel costs, and equipment for the Kingsville Police Department and authorizes the Chief of Police of Kingsville Police Department to act on the City's behalf with such program.

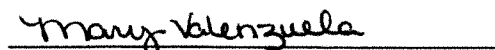
II.

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

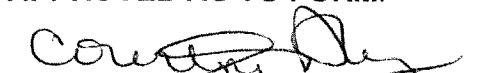
**PASSED AND APPROVED** by a majority vote of the City Commission on the 10<sup>th</sup> day of March, 2022.

  
Sam R. Fugate, Mayor

**ATTEST:**

  
Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

  
Courtney Alvarez, City Attorney

**RESOLUTION #2022-\_\_\_\_\_**

**A REVISED RESOLUTION ACCEPTING AWARD OF OPERATION STONEGARDEN FUNDS FOR FUNDING YEAR 2022; AUTHORIZING THE CHIEF OF POLICE TO ACT ON THE CITY'S BEHALF WITH SUCH PROGRAM; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Kingsville found that it is in the best interest of the citizens of Kingsville, that the Kingsville Police Department participate in an application to and accept funds from the Office of the Governor's Homeland Security Grant Division for Operation Stonegarden for grant monies for reimbursement for personnel costs, fuel and maintenance and other allowable grant expenses for law enforcement purposes for Grant Period Funding Year 2021 OPSG, whose performance period is 3/01/21-2/28/23, via Resolution #2021-04 approved on January 25, 2021; and

**WHEREAS**, the City agrees to provide the applicable matching funds for the said project, if any, as required by the Office of the Governor for the Operation Stonegarden Grant Program grant application; and

**WHEREAS**, the City agrees that in the event of loss or misuse of the Office of the Governor grant 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 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, alter or terminate the grant on behalf of the applicant agency; and

**WHEREAS**, the City Kingsville Police Department was recently notified that its total grant allotment is \$159,900.00 in funds to cover personnel costs, fuel, maintenance, and equipment (which includes but may not be not limited to things like overtime, fringe benefits, vehicles, mileage, and administrative costs) through Operation Stonegarden, which is a reimbursement type grant that does not require any cash match; and

**WHEREAS**, the use of the funds for personnel costs, fuel costs, and equipment is a benefit to the citizens of this City as well as the department.

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

I.

**THAT** the City Commission of the City of Kingsville accepts the Operation Stonegarden grant funds for Grant Period FY21 and participation in the Operation Stonegarden Grant Program for reimbursement or personnel costs, fuel, maintenance, and equipment (which includes but may not be not limited to things like overtime, fringe benefits, vehicles, mileage, and administrative costs) for law enforcement purposes to the Office

of the Governor and designates the Kingsville Chief of Police or his designee as the grantee's authorized official.

II.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 11<sup>th</sup> day of April, 2022.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## **AGENDA ITEM #7**

**From:** rprado@co.kleberg.tx.us <rprado@co.kleberg.tx.us>

**Sent:** Thursday, March 31, 2022 11:07 AM

**To:** Sharon Shaw <SShaw@cityofkingsville.com>

**Cc:** Aileen Escamilla <AEscamilla@cityofkingsville.com>; Erica Hinojosa <ehinojosa@cityofkingsville.com>; Gina Flores <gflores@cityofkingsville.com>; Becky Greif <bgreif@co.kleberg.tx.us>

**Subject:** FW: RE: Scanned from a Xerox Multifunction Printer

This sender is trusted.

Has this vendor agreement been updated?

-----Original Message-----

**From:** "rprado@co.kleberg.tx.us" <rprado@co.kleberg.tx.us>

**Sent:** Monday, March 28, 2022 11:39am

**To:** "Sharon Shaw" <SShaw@cityofkingsville.com>

**Cc:** "Becky Greif" <bgreif@co.kleberg.tx.us>

**Subject:** RE: Scanned from a Xerox Multifunction Printer

We will need the water provider agreement shall be effective from the day of 01/02/2022-3/31/2023 and also the CCN water provider Certificate of Convenience and Necessity. Can you please send back the vendor agreement with those items, thank you,

-----Original Message-----

**From:** "Sharon Shaw" <SShaw@cityofkingsville.com>

**Sent:** Tuesday, February 8, 2022 10:42am

**To:** "rprado@co.kleberg.tx.us" <rprado@co.kleberg.tx.us>

**Cc:** "Erica Hinojosa" <ehinojosa@cityofkingsville.com>, "L Ann" <lann@co.kleberg.tx.us>, "Becky Greif" <bgreif@co.kleberg.tx.us>, "David Garcia" <dgarcia@co.kleberg.tx.us>

**Subject:** RE: Scanned from a Xerox Multifunction Printer

Ms Prado,

Please find attached the signed agreement of the LIHWAP you sent to us in December.

Please let me know if you have any questions.

Sincerely,

Sharon J Shaw  
Collections Supervisor  
City of Kingsville  
(361)-595-8033

RESOLUTION #2022- 05

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM "WATER PROVIDER AGREEMENT" WITH KLEBERG COUNTY HUMAN SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville has received a request from Kleberg County Human Services to participate in a Low Income Household Water Assistance Program (LIHWAP) via a "Water Provider Agreement"; and

**WHEREAS**, the LIHWAP is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services, which for purposes of the agreement are called "water services"; and

**WHEREAS**, Kleberg County Human Services would determine who are eligible LIHWAP clients on whose behalf they would make payments for water services to the City;

**WHEREAS**, the agreement would be effective for a period of one year; and, if both parties agree in writing it could be extended for one additional year; and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into the agreement attached hereto.

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Low Income Household Water Assistance Program (LIHWAP) Water Provider Agreement between the City of Kingsville and Kleberg County Human Services in accordance with Exhibit A hereto attached and made a part hereof.

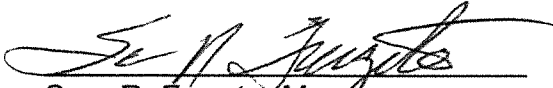
II.

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

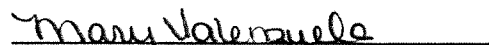
III.

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


**PASSED AND APPROVED** by a majority vote of the City Commission on the  
24th day of January, 2022.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**City of Kingsville  
Finance Department**

---

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: January 20, 2022

SUBJECT: Low Income Household Water Assistance Program

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**Summary:**

Kleberg County Human Services has secured funding to provide a water assistance program for clients that meet the criteria of the program and they have submitted an agreement for consideration. This agreement would allow eligible customers to have their water and sewer amounts paid by this program.

**Financial Impact:**

The only financial impact would be the waiving of late fees for those who have submitted application to this program and the funds are late in being received for those approved.

**Recommendation:**

Staff recommends the approval Low Income Household Water Assistance Program with the Kleberg County Human Services.



**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)  
"WATER PROVIDER AGREEMENT"**

**PURPOSE.** The purpose of the Low Income Household Water Assistance Program (LIHWAP) grant is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services collectively named (Water Services).

The Water Services Provider (Water Provider or Vendor), agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Water Provider continues to provide Water Services. The Water Assistance Provider (Agency), agrees to make payments only for eligible LIHWAP clients.

**PARTIES.** This Water Provider Agreement is by and between:

Kleberg County Human Services  
Water Assistance Provider (Agency)  
City of Kingsville  
Water Services Provider (Water Provider)

The Agency and Water Provider are each a Party to the Water Provider Agreement and collectively known as the Parties.

Water Provider and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

Kleberg - (Kingsville)

**WATER SERVICES.** Water Services provided and billed by Water Provider:

- ☒ Water Fees
- ☐ Stormwater Fees
- ☐ Wastewater
- ☒ Sewer Fees
- ☐ Groundwater Fees
- ☐ Other: \_\_\_\_\_

**TERM.** This Water Provider Agreement shall be effective from the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, for a period not to exceed one year from the effective date, although the Parties can agree in writing to extensions for up to one additional year. Either Party may terminate this Water Provider Agreement by written notice. Such written notice of termination shall not affect any obligation by either Party incurred prior to the receipt of such notice.

**NOTICE.** Notice shall be sent via certified mail to the addresses below with return receipt requested.

City of Kingsville  
(Water Provider Name)  
P.O. Box 1458, Kingsville, TX 78364  
(Water Provider Mailing Address)

(Water Provider Certificate of Convenience and Necessity # (CCN))

Kleberg County Human Services

(Agency Name)

1109 E. Santa Gertrudis

(Agency Mailing Address)

**AGENCY REPRESENTATIONS.** The Agency named above represents and warrants to Water Provider that it is an entity under contract with the Texas Department of Housing and Community Affairs (TDHCA) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Water Provider that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "Eligible Costs" related to Water Services.

**WATER PROVIDER'S REPRESENTATIONS.** The Water Provider named above represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

Both parties acknowledge that this Water Provider Agreement and the services provided by the Water Provider are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

**AMENDMENTS.** Any and all amendments to this Water Provider Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

**WATER PROVIDER'S RESPONSIBILITIES.** Water Provider will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP client with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC".
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, as stated in the client's Disconnect Notice as required by PUC regulations, nothing in this agreement requires the Water Provider to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Water Provider's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve

months of billing history and usage is available. Water Provider will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.

- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency forty-five days from the date of pledge for assistance payment to forward payment to the Water Provider. Water Provider agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Water Provider is provided with a verbal or signed pledge from the Agency within forty-five days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Water Provider concerning how the eligible LIHWAP client will pay the balance owed Water Provider and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Water Provider shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Water Provider Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- Water Provider's application materials should include language that authorizes the Water Provider to release the applicant's information as described below to the Agency, Texas Department of Housing and Community

Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.

- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Water Provider to release this information to the Agency.

**AGENCY RESPONSIBILITIES. The Agency will:**

- Accept written referrals for LIHWAP benefits by the Water Provider, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Water Provider, at Water Provider's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Water Provider. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Water Provider without having adequate funds to pay such payments.
- Provide payment to the Water Provider after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Water Provider Agreement, upon full compliance by the Water Provider with the terms herein within 45 days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Water Provider.
- Provide Water Provider a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Water Provider.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

**CONFIDENTIALITY.** The terms of any confidential transaction under this Water Provider Agreement or any other information exchanged by the Agency and Water Provider relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Water Provider, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third Party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Water Provider Agreement).

  
Authorized Water Provider Signature

1/24/2022  
Date

Mark McLaughlin  
Typed Name of Authorized Signature

City Manager  
Title

(361) 595-8002  
Water Provider Telephone Number

m.mclaughlin@cityofkingsville.com  
Water Provider Email Address

  
Authorized Agency Signature

12/16/21  
Date

Bucky Greif  
Typed Name of Authorized Signature

Office manager  
Title

(361) 595-8572  
Agency Telephone Number

rprado@co.kueberg.tx.us  
Agency Email Address

**RESOLUTION #2022-\_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REVISED LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM “WATER PROVIDER AGREEMENT” WITH KLEBERG COUNTY HUMAN SERVICES; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Kingsville received a request from Kleberg County Human Services in December 2021 to participate in a Low Income Household Water Assistance Program (LIHWAP) via a “Water Provider Agreement”; and

**WHEREAS**, the LIHWAP is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services, which for purposes of the agreement are called “water services”; and

**WHEREAS**, Kleberg County Human Services would determine who are eligible LIHWAP clients on whose behalf they would make payments for water services to the City;

**WHEREAS**, the agreement would be effective for a period of one year; and, if both parties agree in writing it could be extended for one additional year; and

**WHEREAS**, the City Commission approved the agreement from the County via Resolution #2022-05 on January 24, 2022 and the County requested last week that the initial term for the agreement run from January 1, 2022-March 31, 2023 which necessitates bringing this item back for consideration of those dates; and

**WHEREAS**, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into the agreement attached hereto.

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

I.

**THAT** the City Manager is authorized and directed as an act of the City of Kingsville, Texas to enter into a Low Income Household Water Assistance Program (LIHWAP) Water Provider Agreement between the City of Kingsville and Kleberg County Human Services in accordance with Exhibit A hereto attached and made a part hereof.

II.

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

III.

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

**PASSED AND APPROVED** by a majority vote of the City Commission on the 11th day of April, 2022.

---

Sam R. Fugate, Mayor

**ATTEST:**

---

Mary Valenzuela, City Secretary

**APPROVED AS TO FORM:**

---

Courtney Alvarez, City Attorney



**LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)  
"WATER PROVIDER AGREEMENT"**

**PURPOSE.** The purpose of the Low Income Household Water Assistance Program (LIHWAP) grant is to provide emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services collectively named (Water Services).

The Water Services Provider (Water Provider or Vendor), agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Water Provider continues to provide Water Services. The Water Assistance Provider (Agency), agrees to make payments only for eligible LIHWAP clients.

**PARTIES.** This Water Provider Agreement is by and between:

Kleberg County Human Services  
Water Assistance Provider (Agency)

City of Kingsville  
Water Services Provider (Water Provider)

The Agency and Water Provider are each a Party to the Water Provider Agreement and collectively known as the Parties.

Water Provider and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

Kleberg -- (Kingsville)

**WATER SERVICES.** Water Services provided and billed by Water Provider:

- ☒ Water Fees
- ☐ Stormwater Fees
- ☐ Wastewater
- ☒ Sewer Fees
- ☐ Groundwater Fees
- ☐ Other: \_\_\_\_\_

**TERM.** This Water Provider Agreement shall be effective from the 01 day of 01, in the year 2022 for a period not to exceed one year from the effective date, although the Parties can agree in writing to extensions for up to one additional year. Either Party may terminate this Water Provider Agreement by written notice. Such written notice of termination shall not affect any obligation by either Party incurred prior to the receipt of such notice.

**NOTICE.** Notice shall be sent via certified mail to the addresses below with return receipt requested.

City of Kingsville  
(Water Provider Name)

P.O. Box 1458, Kingsville, TX 78364  
(Water Provider Mailing Address)

# 12167

~~Water Provider Certificate of Convenience and Necessity # (CCN))~~ ✓

Kleberg County Human Services  
(Agency Name)

1109 E. Santa Gertrudis, Kingsville, TX 78363  
(Agency Mailing Address)

**AGENCY REPRESENTATIONS.** The Agency named above represents and warrants to Water Provider that it is an entity under contract with the Texas Department of Housing and Community Affairs (TDHCA) and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Water Provider that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "Eligible Costs" related to Water Services.

**WATER PROVIDER'S REPRESENTATIONS.** The Water Provider named above represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

Both parties acknowledge that this Water Provider Agreement and the services provided by the Water Provider are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

**AMENDMENTS.** Any and all amendments to this Water Provider Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

**WATER PROVIDER'S RESPONSIBILITIES.** Water Provider will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP client with no increases in charges, service charges or other charges or fees affecting the total cost of the bill, except as allowed by the stated tariff cost registered with the Public Utility Commission "PUC".
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, as stated in the client's Disconnect Notice as required by PUC regulations, nothing in this agreement requires the Water Provider to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Water Provider's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client's billing and usage history for previous twelve months, or available history plus monthly estimates if less than twelve

months of billing history and usage is available. Water Provider will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.

- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency forty-five days from the date of pledge for assistance payment to forward payment to the Water Provider. Water Provider agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five day period, and Water Provider is provided with a verbal or signed pledge from the Agency within forty-five days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under PUC regulations, or other state agency regulations (as applicable), and enters into an agreement with the Water Provider concerning how the eligible LIHWAP client will pay the balance owed Water Provider and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Water Provider shall return funds including interest (after any balance owed) to the Agency in accordance with PUC regulations or 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Water Provider Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.
- Water Provider's application materials should include language that authorizes the Water Provider to release the applicant's information as described below to the Agency, Texas Department of Housing and Community

Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.

- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Water Provider to release this information to the Agency.

**AGENCY RESPONSIBILITIES. The Agency will:**

- Accept written referrals for LIHWAP benefits by the Water Provider, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Water Provider, at Water Provider's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Water Provider. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Water Provider without having adequate funds to pay such payments.
- Provide payment to the Water Provider after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Water Provider Agreement, upon full compliance by the Water Provider with the terms herein within 45 days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Water Provider.
- Provide Water Provider a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Water Provider.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

**CONFIDENTIALITY.** The terms of any confidential transaction under this Water Provider Agreement or any other information exchanged by the Agency and Water Provider relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Water Provider, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third Party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Water Provider Agreement).

Authorized Water Provider Signature

Date

Mark McLaughlin

City Manager

Typed Name of Authorized Signature

Title

(361) 595-8002

Water Provider Telephone Number

mclaughlin@cityofkingsville.com

Water Provider Email Address

Buck Grait

Authorized Agency Signature

12/16/21

Date

Bucky Grait

Typed Name of Authorized Signature

Office manager

Title

(361) 595-8572

Agency Telephone Number

rprado@co.kleberg.tx.us

Agency Email Address

# **REGULAR AGENDA**

# **AGENDA ITEM #8**

## **AGENDA ITEM #9**



# CITY OF KINGSVILLE, TEXAS

\$1,850,000 Tax Notes, Series 2022

As of March 16, 2022

## Timetable of Events

MARCH, 2022							Date	Event
S	M	T	W	T	F	S	April 5, 2022	Receipt of Bids No Later Than 3:00PM Central Time
6	7	8	9	10	11	12	April 11, 2022	Present Tax Notes, Series 2022 Pricing Results to City Commission
13	14	15	16	17	18	19	April 12, 2022	Submit Documents to Texas Attorney General
20	21	22	23	24	25	26	April 12, 2022	Send out 1st Draft of Closing Memo to Working Group
27	28	29	30	31			April 15, 2022	Receive comments on 1st Draft of Closing Memo from Working Group
APRIL, 2022							April 18, 2022	Send out 2nd Draft of Closing Memo to Working Group
S	M	T	W	T	F	S	April 21, 2022	Receive Comments on 2nd Draft of Closing Memo from Working Group
3	4	5	6	7	8	9	April 22, 2022	Distribute FINAL Closing Memo
10	11	12	13	14	15	16	May 2, 2022	CLOSING
17	18	19	20	21	22	23		
24	25	26	27	28	29	30		
MAY, 2022								
S	M	T	W	T	F	S		
1	2	3	4	5	6	7		
8	9	10	11	12	13	14		
15	16	17	18	19	20	21		
22	23	24	25	26	27	28		
29	30	31						

\*Preliminary, subject to change.

## **AGENDA ITEM #10**

# **AGENDA ITEM #11**

Action Item

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



## MEMO

**Date:** April 7, 2022  
**To:** Mark McLaughlin (City Manager)  
**From:** Uche Echeozo (Director of Planning and Development Services)  
**Subject:** **Laura Jiminez, applicant/Owner; requesting the rezone of SIMS 3, BLOCK 3, LOTS 7-11, also known as 915 E Mesquite, Kingsville, Texas from C4 (Commercial) to C2 (Retail).**

The Planning and Zoning Commission meeting held as scheduled this evening, April 6, 2022, with x 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 proposed commercial (Retail) zoning district. Letters were sent out to neighbors and the City received xxx feedback. Commissioners, after deliberations, voted to approve the recommendation for a rezone of the said property to from C4 to C2. 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 xx.xxp.m.

Thank you.

A handwritten signature in black ink, appearing to be "Uche Echeozo", with a stylized flourish at the end.

**Uche Echeozo**  
Director of Planning and  
Development Services

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



---

## MEMO

**Date:** March 25, 2022  
**To:** Planning and Zoning Commission Members  
**From:** Uche Echeozo (Director of Planning and Development Services)  
**Subject:** **Laura Jiminez, applicant/Owner; requesting the rezone of SIMS 3, BLOCK 3, LOTS 7-11, also known as 915 E Mesquite, Kingsville, Texas from C4 (Commercial) to C2 (Retail).**

The applicant approached the department because they wanted to re-zone the existing property (**SIMS 3, BLOCK 3, LOTS 7-11**) from C4 (Commercial) to C2. C2 is a Retail district that allows forms of dwelling, and the applicant is looking at utilizing their property by putting up dwelling units for habitation.

Looking at the zoning of properties immediately surrounding the subject property, a C4 (Commercial) zoning classification is discernable to the North, East and South of the property. However, a Single-Family Residential (R1) zoning is to the West. Requesting a C2 reduces the intensity of the Commercial use while accommodating residential development. This is a beautiful way to 'transit' from Commercial to Residential. Moreover, there is already a dwelling on the property for residential purpose.

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 optimal use of the property and 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 915 E. Mesquite St. Nearest Intersection 14th  
(Proposed) Subdivision Name \_\_\_\_\_ Lot 7-11 Block 3  
Legal Description: SIM 3, BLOCK 3, LOT 7-11  
Existing Zoning Designation C4 Future Land Use Plan Designation C2

OWNER/APPLICANT INFORMATION: (Please PRINT or TYPE)

Applicant/Authorized Agent Laura Jimenez Phone 361-675-6158 FAX \_\_\_\_\_  
Email Address (for project correspondence only): Missingchazz@gmail.com  
Mailing Address 6347 Alpine Trail Ln City Katy State TX Zip 77494  
Property Owner Laura Jimenez Phone 361-675-6158 FAX \_\_\_\_\_  
Email Address (for project correspondence only): \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

Please provide a basic description of the proposed project:

Would like to zone it to C2 two-family or multifamily  
SIM 3, BLOCK 3, LOT 7-11

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

Applicant's Signature [Signature] Date: 3-8-22  
Property Owner's Signature [Signature] Date: 3-8-22  
Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

# Kleberg CAD

Property Search > 19072 JIMINEZ LAURA M      Tax Year: 2022 - Values not available  
for Year 2022

## Property

### Account

Property ID:	19072	Legal Description:	SIMS 3, BLOCK 3, LOT 7 - 11
Geographic ID:	166600307000192	Zoning:	
Type:	Real	Agent Code:	
Property Use Code:			
Property Use Description:			

### Location

Address:	915 E MESQUITE	Mapsc:	
Neighborhood:		Map ID:	A1
Neighborhood CD:			

### Owner

Name:	JIMINEZ LAURA M	Owner ID:	67967
Mailing Address:	6347 ALPINE TRAIL LANE KATY, TX 77494	% Ownership:	100.0000000000%
		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	
-----			
(=) Assessed Value:	=	N/A	

## Taxing Jurisdiction

### Improvement / Building

Improvement #1: RESIDENTIAL State Code: A1 Living Area: 1551.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	MM3	EW5	1955	1551.0
OPMA	OPEN PORCH MASONRY AVERAGE *			1955	84.0

Improvement #2: RESIDENTIAL State Code: A1 Living Area: 588.0 sqft Value: N/A

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
MA	MAIN AREA	FF2	EW9	2004	588.0
CNC	CONCRETE SLAB RESIDENTIAL *			2004	36.0

### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	A1	A1	0.1227	5343.75	37.50	142.50	N/A	N/A
2	A1	A1	0.1636	7125.00	50.00	142.50	N/A	N/A
3	A1	A1	0.1227	5343.75	37.50	142.50	N/A	N/A

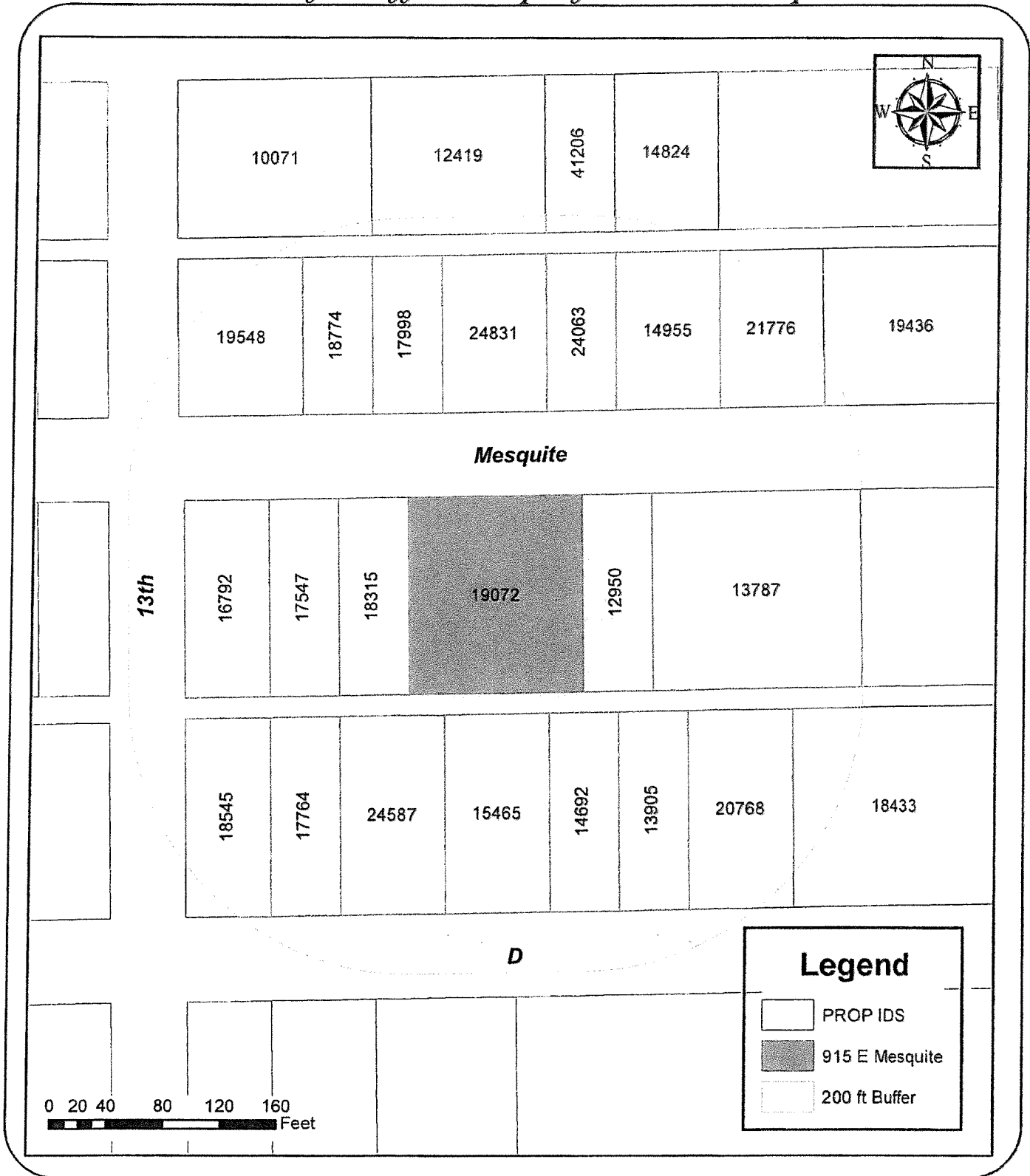
### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2022	N/A	N/A	N/A	N/A	N/A	N/A
2021	\$76,320	\$7,500	0	83,820	\$0	\$83,820
2020	\$70,460	\$7,500	0	77,960	\$3,258	\$74,702
2019	\$39,890	\$7,500	0	47,390	\$3,029	\$44,361
2018	\$34,760	\$7,500	0	42,260	\$0	\$42,260
2017	\$37,730	\$7,500	0	45,230	\$0	\$45,230
2016	\$37,730	\$7,500	0	45,230	\$0	\$45,230
2015	\$37,730	\$7,500	0	45,230	\$0	\$45,230
2014	\$37,730	\$7,500	0	45,230	\$0	\$45,230
2013	\$37,730	\$7,500	0	45,230	\$0	\$45,230
2012	\$37,730	\$7,570	0	45,300	\$0	\$45,300
2011	\$37,730	\$7,570	0	45,300	\$0	\$45,300
2010	\$37,730	\$7,570	0	45,300	\$0	\$45,300
2009	\$37,730	\$7,570	0	45,300	\$0	\$45,300
2008	\$36,720	\$7,570	0	44,290	\$0	\$44,290


Questions Please Call (361) 595-5775



# 200 ft Buffer Map of 915 E Mesquite



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

Page 1 / 1	Drawn By: Planning Department	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	 <b>CITY OF KINGSVILLE</b> <b>PLANNING DEPARTMENT</b> 410 West King Kingsville, Texas 78363 Office: 361-595-8055
	Last Update: 3/17/2022		
	Note:		

RUDY GALVAN PAINT  
& BODY COLLISION CENTER LLC  
905 E CORRAL AVE  
KINGSVILLE, TX 78363  
#10071

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

K C SALLEY VAN & STORAGE  
CO  
12337 CUTTEN RD  
HOUSTON, TX 77066-1807  
#24831

CASTILLO-MCNEALEY EMMA  
1106 N 10TH ST  
KINGSVILLE, TX 78363  
#21776, 19436

PEREZ ALEXANDER JR  
913 E MESQUITE AVE  
KINGSVILLE, TX 78363  
#18315

CHAPA SUSAN GARCIA  
2107 COLORADO  
KINGSVILLE, TX 78363  
#17764

MENDIETTA JAVIEL M  
ETUX GLORIA  
PO BOX 385  
KINGSVILLE, TX 78364-0385  
#14692

MARTINEZ EDNA MONTEZ  
ETAL  
1663 CR 1660  
MOORE, TX 78057  
#18433

K C SALLEY VAN & STORAGE  
CO  
12337 CUTTEN RD  
HOUSTON, TX 77066-1807  
#12419

RODRIGUEZ ISRAEL  
902 E MESQUITE  
KINGSVILLE, TX 78363  
#19548

GONZALEZ RAUL  
ABEL GONZALEZ  
PO BOX 180  
KINGSVILLE, TX 78364-0180  
#24063

GUERRA MARGARITA C  
ETVIR JOSE GUERRA  
901 E MESQUITE AVE  
KINGSVILLE, TX 78363-3939  
#16792,18545

ALVAREZ JOSE  
616 E MESQUITE AVE  
KINGSVILLE, TX 78363-3934  
#12950

DE LA ROSA SANTIAGO EST  
% ELDA HARDING  
11 NW HAVENSHIRE CIR  
LAWTON, OK 73505  
#24587

CHAVANA REGINO ROGELIO  
920 E D AVE  
KINGSVILLE, TX 78363-3932  
#13905

SOUTH TEXAS MOVERS LP  
1201 S PADRE ISLAND DR  
CORPUS CHRISTI, TX 78416-  
2116  
#41206

SAUCEDA JUAN  
ETUX NOELIA  
1011 GREENJAY  
KINGSVILLE, TX 78363-2784  
#18774, 17998

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

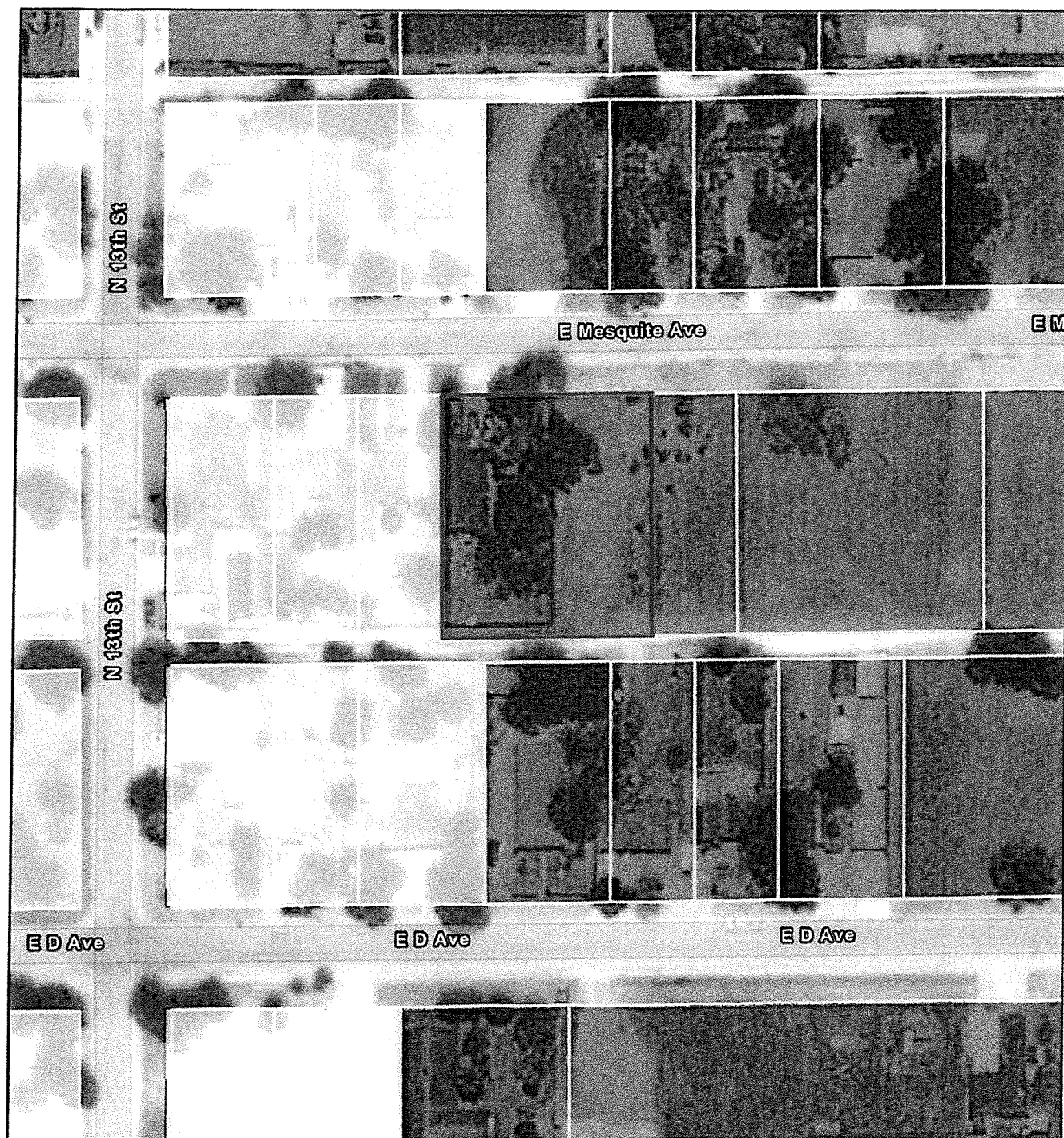
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ETUX VELMA  
2003 DENMARK LN  
LAREDO, TX 78045-8395  
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OCHOA JOSE ROLANDO  
ETUX MARIA LUISA  
134 W FM 772  
KINGSVILLE, TX 78363-2735  
#13787

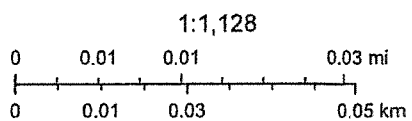
CAMPOS RHONDA LEE  
914 E AVE D  
KINGSVILLE, TX 78363  
#15465

MALDONADO DAVID A  
ETUX ANTONIA  
1611 SANTA FE DR  
KINGSVILLE, TX 78363-3435  
#20768

# 915 E Mesquite



March 9, 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

### **PUBLIC HEARING NOTICE**

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, April 6, 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:

**Laura Jiminez, Applicant/Owner; requesting the rezone of SIMS 3, BLOCK 3, LOTS 7-11, also known as 915 E Mesquite, Kingsville, Texas from C4 (Commercial) to C2 (Retail).**

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, April 11, 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:

**Laura Jiminez, Applicant/Owner; requesting the rezone of SIMS 3, BLOCK 3, LOTS 7-11, also known as 915 E Mesquite, Kingsville, Texas from C4 (Commercial) to C2 (Retail).**

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.

## Health Department gives all A's in latest inspection

By TERRY FITZWATER  
Publisher

The City of Kingsville Health Department conducted 26 more inspections during the weeks of Feb. 14 to Feb. 23, and the scores for those establishments all exceeded 90 or higher.

A score of 90 or higher is considered to be an 'A' on the health inspection scale.

The stores included nine perfect scores of 100, which computes to 31.6 percent of the stores inspected.

The stores with scores of a perfect 100 included: Whataburger on 14th Street; McDonald's on

South Highway 77; Weavers of Love Soup Kitchen; Ice Cream Dream Mobile; Harrel School; McDonald's on 14th Street; Kwik Pantry on West Corral; Ricardo Food Mart; and Harvey School.

Just missing the perfect 100 score with totals of 99 were seven more establishments, meaning 61.5 per-

cent of the establishments inspected had 99's or 100's. Stores that had totals of 99 were Javelina Mart; Baffin Bay Convenience Store; Taco Bell; Dairy Queen of Kingsville; HLM King High School; Love's Truck Stop; and Walgreens.

Fisherman's Market; Spice Station Indian Cuisine; and the Ellis Lodge on 6th Street.

Next in line were two places with 97's, Agave Jalisco Nn. 4 and Riviera School.

Dollar General on North 14th Street checked in with a 96, followed by Star's Drive Inn and Stripes Nn.

2201/7-Eleven with 94's. Mariachi House of Burgers checked in with a 92, while Big House BBQ rounded out the all 'A' scoring with a 91.

These were the best group of combined scores encountered by the City of Kingsville Health Department in the past two years.

### CITY OF KINGSVILLE

## TRASH-OFF DAY



The City of Kingsville will be hosting a Trash-Off Day. Citizens can dump their trash for FREE!

**Saturday, March 26, 2022 from 8:30 a.m. - 12 p.m.**

\*\*\* Weather Permitting \*\*\*

Located at 6th Street and E. Avenue B.  
Two blocks NORTH of Kleberg Elementary School

You must provide proof of residency and a utility bill.  
Contact Code Compliance for more info at 361.595.8093.  
**NO Contractors allowed! KINGSVILLE RESIDENTS ONLY!**

#### We WILL Accept:

- Appliances (no refrigerators or freezers)
- Brush
- Furniture
- Tires (1 per vehicle)

ONLY standard automobile tires.

Hand Sanitizer and Face Masks will be provided.

**PLEASE STAY HOME  
IF YOU FEEL SICK  
OR HAVE A FEVER.  
THANK YOU!**



#### We will NOT Accept:

- Hazardous Waste
- Refrigerators or Freezers
- Concrete
- Household Garbage
- Sheetrock or Roofing Scraps



### SARITA ELEMENTARY SCHOOL

of the Kenedy County-Wide Common School District is accepting student transfer applications for the 2022-2023 school year.

Applications may be found online at [www.saritaschool.net](http://www.saritaschool.net)  
Applications will be accepted March 21-April 11th

- Pre-K3 through 6th grade
- Small Class Sizes
- Highly-Qualified, Experienced Teachers & Librarian
- Counselor-led character education classes
- After-School Care
- Complimentary School Supplies and Meals
- Music and Technology classes
- Flag Football - Volleyball - Basketball - UIL
- 20 miles south of Kingsville down Highway 77
- Transportation will be provided

### PUBLIC HEARING NOTICE

The Planning & Zoning Commission of the City of Kingsville will hold a Public Hearing Wednesday, April 6, 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: Laura Jimenez, Applicant/Owner; requesting the rezoning of SIMS 3, BLOCK 3, LOTS 7-11, also known as 915 E Mesquite, Kingsville, Texas from C4 (Commercial) to C2 (Retail). 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, April 11, 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: Laura Jimenez, Applicant/Owner; requesting the rezoning of SIMS 3, BLOCK 3, LOTS 7-11, also known as 915 E Mesquite, Kingsville, Texas from C4 (Commercial) to C2 (Retail). 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.

## Applications Sought for 2022 Appraisal Review Board

The Kleberg County Appraisal District is currently seeking applications from residents of Kleberg County interested in service on the Appraisal Review Board (ARB).

The Appraisal Review Board (ARB) is an independent panel of citizens responsible for hearing property owner appeals regarding appraised value, exemption denials and other appraisal related matters.

Applications are available at the Kleberg County District, 502 e. Kleberg Ave., Kingsville, Texas 78363.

If you have any questions, please call the Kleberg County Appraisal District at (361) 595-5775.

All applications must be received by the Appraisal District by the close of business on Friday, April 15, 2022.

### PUBLIC NOTICE

Brief Explanatory Statements of Proposed Constitutional Amendments Special Election, May 7, 2022

#### Proposition Number 1 (SJR 2)

SJR 2 proposes a constitutional amendment authorizing the legislature to provide for the reduction of the amount of a limitation on the total amount of property taxes that may be imposed for general elementary and secondary public school purposes on the residence homestead of a person who is elderly or disabled in order to reflect any statutory reduction in the maximum compressed rate of the maintenance and operations taxes imposed for those purposes on the person's homestead from the preceding tax year.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment authorizing the legislature to provide for the reduction of the amount of a limitation on the total amount of ad valorem taxes that may be imposed for general elementary and secondary public school purposes on the residence homestead of a person who is elderly or disabled to reflect any statutory reduction from the preceding tax year in the maximum compressed rate of the maintenance and operations taxes imposed for those purposes on the homestead."

#### Proposition Number 2 (SJR 2)

SJR 2 proposes a constitutional amendment increasing the amount of the residence homestead exemption from property taxes for public school purposes from \$25,000 to \$40,000.

The proposed amendment will appear on the ballot as follows: "The constitutional amendment increasing the amount of the residence homestead exemption from ad valorem taxation for public school purposes from \$25,000 to \$40,000."

**ORDINANCE #2022-\_\_\_\_\_**

**AMENDING THE ZONING ORDINANCE BY CHANGING THE ZONING MAP IN REFERENCE TO SIMS 3, BLOCK 3, LOT 7-11, ALSO KNOWN AS 915 E. MESQUITE, KINGSVILLE, TEXAS, FROM C4 (COMMERCIAL DISTRICT) TO C2 (RETAIL 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 Laura Jiminez, owner/applicant, 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, April 6, 2022 during a meeting of the Planning and Zoning Commission, and on Monday, April 11, 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/DISAPPROVED with a \_\_\_\_-\_\_\_\_ 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 Sims 3, Block 3, Lot 7-11, also known as 915 E. Mesquite, Kingsville, Texas, from C4-Commercial District to C2-Retail 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 11th day of April, 2022.

**PASSED AND APPROVED** on this the 25th day of April, 2022.

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

**THE CITY OF KINGSVILLE**

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

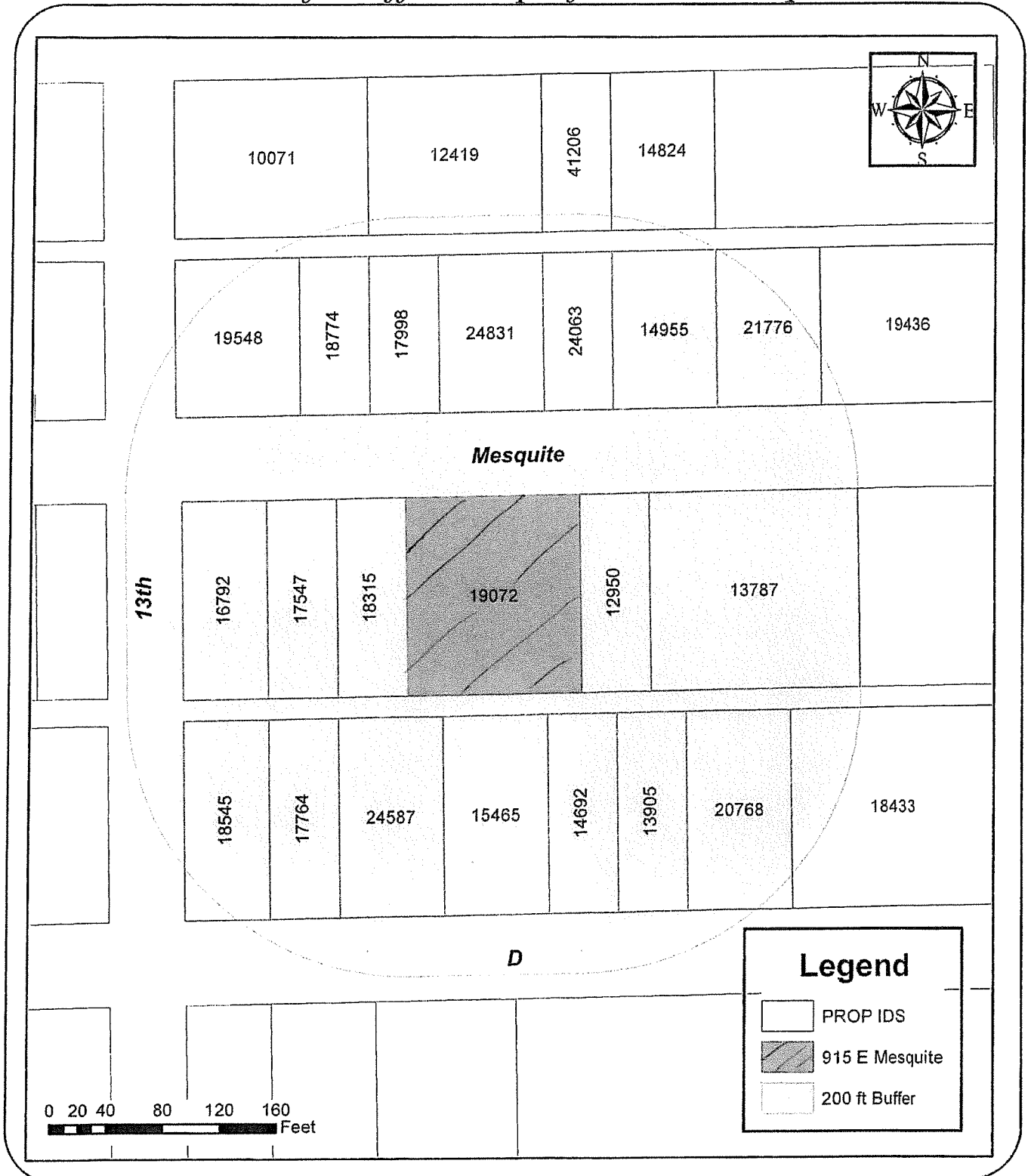
**ATTEST:**

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


**APPROVED:**

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

# 200 ft Buffer Map of 915 E Mesquite



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

Page 1 / 1	Drawn By: Planning Department	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.	 <b>CITY OF KINGSVILLE</b> <b>PLANNING DEPARTMENT</b> 410 West King Kingsville, Texas 78363 Office: 361-595-8055
	Last Update: 3/17/2022		
	Note:		



## **AGENDA ITEM #12**

**City of Kingsville  
Police Department**

---

TO: Mayor and City Commissioners  
CC: Mark McLaughlin/City Manager  
FROM: Ricardo Torres, Chief of Police  
DATE: March 29, 2022  
SUBJECT: **\*\*UPDATE\*\*** Body-Worn Camera Grant Program, FY2022

---

**Summary:**

The Kingsville Police Department is requesting a resolution to create a line item for funds from the FY2022 Body-Worn Camera Grant Program. The purchase will consist of hardware and software to allow for the downloading of camera footage as well as software and hardware to allow for the storage of video from those cameras.

**Background:**

Funds may be used for obtaining body-worn cameras, digital video storage, and retrieval systems or cloud-based services. PSO will not pay for any service or subscription-based support that exceeds the cost prorated to the one-year project period.

Eligible officers. Pursuant to Sec. 1701.652, Occupations Code, grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) who: 1) Engage in traffic or highway patrol or otherwise regularly detain or stop motor vehicles; or 2) Primary responders who respond directly to calls for assistance from the public.

Training. Pursuant to Sec. 1701.656, Occupations Code, a law enforcement agency must provide training to: 1) Peace officers who will wear the body worn cameras. 2) Any other personnel who will come into contact with video and audio data obtained from the use of body worn cameras.

**Financial Impact:**

*Previously we were awarded a grant from BJA FY 20 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies. 54 FOCUS X1 BODY WORN CAMERA PACKAGE that includes:*

*Grand Total for 54 Coban Focus X1 Body Worn Camera Package \$41,310.00.*



## **City of Kingsville Police Department**

*Funds must be used to purchase body-worn cameras and require a 1:1 match by the grantee, so BJA and the City of Kingsville are funding \$20,655.00 a piece for the cameras. Federal funds shall not be used to pay for data storage costs associated with body-worn camera footage.*

As noted, the above-mentioned grant did not cover any costs for downloading of body camera's nor did it cover any storage for the camera footage. Therefore, we applied for and received a grant for hardware and software to allow for the downloading of camera footage as well as software and hardware to allow for the storage of video from those cameras.

This will include the following:

### **From Absolute Communications, Buyboard**

#### **Statement of Work**

- Install 14 AP's Per the map
- Install and configure two switches for the AP's
- Configure the AP's per customer request
- Train customer on Management Cloud system

#### **Cabling Requirements**

- Run (1) data cable run to the existing network IT Rack each AP.
- Additional cabling, if needed, will be priced separately
- Proposal assumes that all cabling is in place and is in working condition.

**Total \$12,567.00**

### **Great South Texas Corp dba Computer Solutions DIRHPE4160-HPEDIR-TSO-4160 Exp 10/2/2022**

- HPE Nimble Intelligent self-managing network attached storage array. With installation and configuration for storage of digital video evidence.

**Total \$110,032.36**

**Grand Total \$122,599.36**

**Requires a 25% cash match or \$30,649.84**



**City of Kingsville  
Police Department**

**Recommendation:**

We request approval of a resolution to create a line item to accept and expend funding approved through this grant as well as provide the \$30,649.84 cash match.





# Absolute Communications

We have prepared a quote for you

**Wireless Quote**

Quote # 005116  
Version 1

Prepared for:

**City of Kingsville**

Noe Sosa  
noesosa@kingsvillepd.us



# Absolute Communications

Phone: (361) 888-6776

Email: robert\_ener@callabsolute.com

Web: www.callabsolute.com

Tuesday, 05 October, 2021

City of Kingsville  
Noe Sosa  
1700 E King Ave  
Kingsville, TX 78101  
noesosa@kingsvillepd.us

Dear Noe,

I am very pleased to provide you with the attached Communications Solution and Proposal. Our proposal has been hand tailored to solve your communications challenges and to help add value to your enterprise.

Having served the Corpus Christi and South Texas marketplace since 1989, Absolute's reputation, experience, knowledge and technical capabilities are unmatched. With over 8,000 customers across Austin/Corpus Christi/San Antonio/South Texas, Absolute has superior experience in providing communications solutions to help improve our customer's business—increasing their efficiency and profitability. Our team lives our Value System and is ready to go to work to help ensure your business's success.

I am your "Go To" representative and am happy to help answer any questions you may have. Thank you for your business!



Robert Ener  
President  
Absolute - Central Texas

# Absolute Communications

Phone: (361) 888-6776

Email: [robert\\_ener@callabsolute.com](mailto:robert_ener@callabsolute.com)

Web: [www.callabsolute.com](http://www.callabsolute.com)

Absolute has been in business for over 25 years and has a long and successful history of serving its customers and providing superior solutions. The level of quality of services delivered, as well as its strength in customer service, are key differentiators for Absolute and allow us to enjoy repeat business from our large customer set. We deliver custom solutions for a more effective working environment, saving you time and money. With our Texas based technicians and Network Operations Center ("NOC") we serve a client base of over 8,000 customers. For more than 2 ½ decades, businesses have invested and relied on Absolute Communications to help maximize their business performance.

## Our Team

Our company lives our Value System and is managed by a highly experienced Senior Management Team. This is a team of driven industry veterans that have extensive experience and success building businesses across a broad spectrum of telecom markets and technologies, including wireless networks, fiber networks, cable TV, VoIP, Security Access and Control Systems, IT networks, CLECs, tower infrastructure and more. The company has a team of qualified professionals, designers, engineers, IT specialists, tower climbers and field technicians driven to help our customers be successful.

## Our Products and Services

Absolute can handle the full range of your Communications and Network requirements including:

**Wireless Infrastructure** - Absolute has extensive experience designing, building and operating wireless networks. The company has done extensive work for all of the major wireless carriers and has a customer set that includes large international telecommunications equipment providers, Oil & Gas companies, governmental entities and enterprise customers both large and small.

**Voice** – Absolute is an authorized Mitel dealer and provides the full range of services – unified communications, virtualization, business phone systems, contact center. Absolute has install thousands of systems big and small and can deliver the right solution for your business.

**IP Network and Data Services** - Absolute Communications provides cost-effective, customized IT services solutions to small and medium-sized businesses. Even if your business has a small IT staff and technology budget, your network can still have the same high availability and performance that once required a large internal support organization. Absolute Communication's 24x7 Network Support Services are led by our experienced IT technicians and consultants.

**Cabling and Infrastructure** – Our staff is here to assist you in the design and implementation of a cabling system. Our technicians are highly trained, experienced and fully licensed and insured. We also specialize in cabling for specific applications such as Surveillance, Paging, A/V, and Projection. We can handle all of your needs: CAT5e, CAT6, CAT6A, 25 pair, Burial, RS232, Plenum, PVC, Coax, and Fiber Optics. We staff ICC Certified Elite Installers™ and Absolute Communications (CEI) offers a 15 Year Performance Limited Warranty on structured cabling installations supported by ICC. Elite ID #: 29040451.

**Maintenance and Support** – One of the best methods for avoiding unexpected telecom costs during the year may be the implementation of a maintenance contract to cover failures of your customer premise equipment. Our customized Maintenance Contracts cover the maintenance and support of your communication networks. We can tailor a contract to specific applications or entire networks for phone and data together including: Desktop, Server Support, Network Support, Phone Support.

Aside from our Maintenance Contracts, our Field Technicians are always available for onsite and remote support.

**Professional Services and Engineering** – The Absolute team is made up of experienced telecommunications professionals that have practical experience engineering, building and maintaining some of the largest private networks deployed in the United States. The Absolute team has designed and engineered wireless networks covering over 100,000 square miles, constructed networks covering over 10,000 square miles, and deployed more than 25,000 VoIP connections throughout the country.

## Services Include:

# Absolute Communications

Phone: (361) 888-6776

Email: robert\_ener@callabsolute.com

Web: www.callabsolute.com

Large Scale Network Design and Engineering

In field survey including Line of Sight

Engineer, Furnish and Install (EF&I)

Construction, Implementation and Project Management

Network testing and Acceptance

Ongoing Network Monitoring and Maintenance

**Network Operation Center** – Absolute manages networks through its state of the art NOC with 24 X 7 capabilities to monitor your network proactively. The NOC analyzes network issues, performs troubleshooting, dispatches and communicates with on-site technicians for successful resolution of a network issues. The NOC is equipped to monitor IP based networks and has extensive network management capable technicians and software. The NOC systems are housed in a hardened co-location facility with physically diverse transport facilities and emergency power capabilities.

**Video and Surveillance** - The average business loses 18% of their revenue to shrinkage, theft and employee non-productivity. A quality surveillance system can help reduce these losses, and give business owners peace of mind. Our installation and implementation includes training your personnel in the day-to-day operations of a surveillance system. Absolute is licensed by the State of Texas in the design, sales, installation and service of Surveillance Solutions and Access Control. TX # B18403.

## **Ongoing Support and Commitment to Excellence**

Our business is built on a team of people dedicated to informing and supporting your business. With our Sales, Service, Support and Technicians; you will always find friendly knowledgeable professionals that are always eager to assist.

## **Warranty**

Newly installed equipment and systems are warranted by the manufacturer to be free from defect pursuant to the manufacturer's limited warranty. All manufacturer warranties are conveyed to the customer pursuant to the terms of that warranty. Please see the Absolute Proposal for the applicable warranties. Starting 30 days after the installation is complete, labor to correct installation defects will be charged per Absolute's then standard rates. Any existing customer furnished equipment and cabling are not covered under this warranty.

## **Training**

Absolute realizes that training of your employees is a top priority. Depending on the type of equipment installed or service provided we may recommend training for your enterprise's personnel. If we believe training will help your business we have included training within the Proposed Solution section. Absolute has a staff of world class trainers to assist you with implementation and to ensure your enterprise reaps the full benefits of our solution. Training will include user guides and manuals as furnished with respective systems including telephone, voice mail, etc.

## **Maintenance and Support**

Once the warranty period has lapsed the customer has the following options available:

Purchase an Absolute Service Plan for parts, cabling and/or labor. Please see Proposal section.

Absolute can provide service on a time and material basis. The rate for this service is the cost of equipment and materials plus labor and mileage at the then current standard rate.

Service is available 24 hours a day, 7 days a week. Absolute provides Normal Service response time within 24 hours of

Quote #005116 v1



# Absolute Communications

Phone: (361) 888-6776

Email: robert\_ener@callabsolute.com

Web: www.callabsolute.com

receipt of service call from the customer. In Emergency Service situation the response time is within four (4) hours of receipt of service call from customer

## How to Contact Us

### Austin

Sales Inquiries ----- 800.955.6703 Opt 2

[Sales@CallAbsolute.com](mailto:Sales@CallAbsolute.com)

Service, Support and Network Operation Center----- 800.955.6703 Opt 1

[Service@CallAbsolute.com](mailto:Service@CallAbsolute.com)

### Corpus Christi

Sales Inquiries ----- 361.888.6776 Opt 2

[Sales@CallAbsolute.com](mailto:Sales@CallAbsolute.com)

Service, Support and Network Operation Center----- 361.888.6776 Opt 1

[Service@CallAbsolute.com](mailto:Service@CallAbsolute.com)

### San Antonio

Sales Inquiries ----- 800.955.6703 Opt 2

[Sales@CallAbsolute.com](mailto:Sales@CallAbsolute.com)

Service, Support and Network Operation Center----- 800.955.6703 Opt 1

Quote #005116 v1

[Service@CallAbsolute.com](mailto:Service@CallAbsolute.com)

## **Project Implementation**

### **Implementation Methodology**

Absolute has a proven methodology to ensure a successful implementation of your system and associated services. The keys elements of our implementation methodology are efficient communications, project definition, process verification and training. Upon your written acceptance of this proposal we will commence the methodology by assigning a project manager to execute on this methodology. The Project Manager will work with your representative to develop a successful installation plan. For many of our projects Absolute will develop a Scope of Work as detailed below to ensure proper communications, customer review and authorizations.

### **Scope of Work**

For large more complex installations we will develop a written Scope of Work to ensure proper coordination during the install. Key elements of the Scope of Work are as follows:

Project Overview: General project overview, Macro start and completion dates, etc.

Phase 1 Discovery: Questionnaire, project team contact roster, order outside services.

Phase 2 Preparation: Pre-programming of equipment and set up.

Phase 3 Transition: Final review and communications prior to implementation.

Phase 4 Implementation: System install, feature verification, testing and training.

Phase 5 Completion – Final review, Customer acceptance

The Scope of Work is developed in coordination with our customer to ensure a seamless installation.

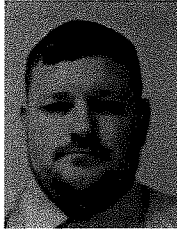
# Absolute Communications

Phone: (361) 888-6776

Email: robert\_ener@callabsolute.com

Web: www.callabsolute.com

## Wireless Quote



### Prepared by:

**Absolute - Central Texas**

Robert Ener

3615615225

robert\_ener@callabsolute.com

### Prepared for:

**City of Kingsville**

1700 E King Ave

Kingsville, TX 78101

Noe Sosa

(361) 593-8888

noesosa@kingsvillepd.us

### Quote Information:

**Quote #: 005116**

Version: 1

Delivery Date: 04/10/2021

Expiration Date: 01/11/2021

## Quote Summary

Description	Amount
Hardware	\$10,782.00
Services	\$1,720.00

Subtotal: **\$12,502.00**

Shipping: **\$65.00**

Total: **\$12,567.00**

## Payment Options

Description	Payments	Interval	Amount
Terms & Conditions			
	0	One-Time	\$12,567.00
	0	One-Time	\$0.00

## Summary of Selected Payment Options

Description	Amount
<b>Terms &amp; Conditions:</b>	
<b>Total of Payments</b>	<b>\$12,567.00</b>

THE PERSON SIGNING BELOW ON BEHALF OF CUSTOMER REPRESENTS AND WARRANTS TO ABSOLUTE THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO THE STANDARD TERMS AND CONDITIONS AGREEMENT, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF SERVICE THEREOF. CUSTOMER AUTHORIZES ABSOLUTE TO OBTAIN BILLING INFORMATION AND CUSTOMER SERVICE REPORTS WITH RESPECT TO CUSTOMER'S TELEPHONE NUMBERS, AS WELL AS CUSTOMER'S CREDIT INFORMATION.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Quote #005116 v1

# Absolute Communications

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Email: robert\_ener@callabsolute.com

Web: www.callabsolute.com

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**Absolute - Central Texas**

**City of Kingsville**

Signature:



Name:

Robert Ener

Title:

President

Date:

04/10/2021

Signature:

Name:

Noe Sosa

Date:

# **AGENDA ITEM #13**

**City of Kingsville  
Police Department**

TO: Mayor and City Commissioners

CC: Mark McLaughlin/City Manager

FROM: Ricardo Torres, Chief of Police

DATE: March 29, 2022

SUBJECT: **\*\*UPDATE\*\***Body-Worn Camera Grant Program, FY2022

**Summary:**

The Kingsville Police Department is requesting a resolution to create a line item for funds from the FY2022 Body-Worn Camera Grant Program. The purchase will consist of hardware and software to allow for the downloading of camera footage as well as software and hardware to allow for the storage of video from those cameras.

**Background:**

Funds may be used for obtaining body-worn cameras, digital video storage, and retrieval systems or cloud-based services. PSO will not pay for any service or subscription-based support that exceeds the cost prorated to the one-year project period.

Eligible officers. Pursuant to Sec. 1701.652, Occupations Code, grant funds may only be used to equip peace officers (as defined by Article 2.12, Texas Code of Criminal Procedure) who: 1) Engage in traffic or highway patrol or otherwise regularly detain or stop motor vehicles; or 2) Primary responders who respond directly to calls for assistance from the public.

Training. Pursuant to Sec. 1701.656, Occupations Code, a law enforcement agency must provide training to: 1) Peace officers who will wear the body worn cameras. 2) Any other personnel who will come into contact with video and audio data obtained from the use of body worn cameras.

**Financial Impact:**

*Previously we were awarded a grant from BJA FY 20 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies. 54 FOCUS X1 BODY WORN CAMERA PACKAGE that includes:*

*Grand Total for 54 Coban Focus X1 Body Worn Camera Package \$41,310.00.*



**City of Kingsville  
Police Department**

*Funds must be used to purchase body-worn cameras and require a 1:1 match by the grantee, so BJA and the City of Kingsville are funding \$20,655.00 a piece for the cameras. Federal funds shall not be used to pay for data storage costs associated with body-worn camera footage.*

As noted, the above-mentioned grant did not cover any costs for downloading of body camera's nor did it cover any storage for the camera footage. Therefore, we applied for and received a grant for hardware and software to allow for the downloading of camera footage as well as software and hardware to allow for the storage of video from those cameras.

This will include the following:

**From Absolute Communications,  
Buyboard**

**Statement of Work**

- Install 14 AP's Per the map
- Install and configure two switches for the AP's
- Configure the AP's per customer request
- Train customer on Management Cloud system

**Cabling Requirements**

- Run (1) data cable run to the existing network IT Rack each AP.
- Additional cabling, if needed, will be priced separately
- Proposal assumes that all cabling is in place and is in working condition.

**Total \$12,567.00**

**Great South Texas Corp dba Computer Solutions  
DIRHPE4160-HPEDIR-TSO-4160 Exp 10/2/2022**

- HPE Nimble Intelligent self-managing network attached storage array. With installation and configuration for storage of digital video evidence.

**Total \$110,032.36**

**Grand Total \$122,599.36**

**Requires a 25% cash match or \$30,649.84**



**City of Kingsville  
Police Department**

**Recommendation:**

We request approval of a resolution to create a line item to accept and expend funding approved through this grant as well as provide the \$30,649.84 cash match.





RESOLUTION #2021- 74

**A RESOLUTION AUTHORIZING APPLICATION TO, ADMINISTRATION OF, AND ACCEPTANCE OF OFFICE OF THE GOVERNOR, PUBLIC SAFETY OFFICE, CRIMINAL JUSTICE DIVISION'S BODY-WORN CAMERA GRANT PROGRAM, FY2022; 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, Criminal Justice Division's Body-Worn Camera Grant Program, FY2022, which provides funding to enable police agencies to purchase body-worn cameras, data, software, video storage, and technology; and

**WHEREAS**, the City agrees to provide the applicable matching funds for the said project as required by the grant application, which are expected to be a 25% match and will specify the exact budgetary line item when an award is made; and

**WHEREAS**, to support the safety of officers and citizens through the use of body-worn cameras the City would like to use grant funds to purchase body-worn cameras, software, technology, and storage for its law enforcement personnel; 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:

I.

**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, Criminal Justice Division's Body-Worn Camera Grant Program, FY2022.

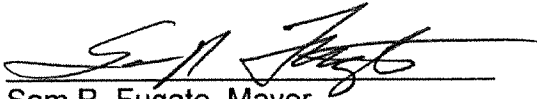
II.

**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, Criminal Justice Division's Body-Worn Camera Grant Program, FY2022, 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.

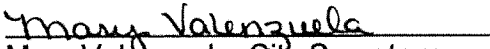
III.

**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 25th day of October, 2021.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND EXPEND GRANT FUNDS FROM THE CRIMINAL JUSTICE DIVISION FOR BODY WORN CAMERA FOR HARDWARE AND SOFTWARE FOR DOWNLOADING AND STORING CAMERA FOOTAGE.**

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

I.

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

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT #25

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 207 – CJD BWC Grant</b>					
<u>Revenues - 4</u>					
2100	Police	State Grants	72010	\$122,599.36	
0000	Transfer In	Transfer From Fund 121	75121	\$30,649.84	
<u>Expenditures – 5</u>					
2100	Police	Machinery & Equipment	71200	\$153,249.20	
<b>Fund 121 – GF ARP Funding</b>					
<u>Expenditures - 5</u>					
6900	Transfer To	Transfer To Fund 207	80207	\$30,649.84	

[To amend the City of Kingsville FY 21-22 Budget to accept and expend grant funds from the Criminal Justice Division for body worn camera software and hardware for downloading and storage of camera footage. Funding will come from the Grant funding with exception of the cash match which will be funded through ARP funding.]

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 11th day of April 2022.

**PASSED AND APPROVED** on this the 25th day of April 2022.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #14**

**To:** Mayor and City Commissioners

**CC:** Mark McLaughlin, City Manager

**From:** Manny Salazar, President/CEO, Kingsville Chamber of Commerce and Greater Kingsville Economic Development Council

**Date:** March 25, 2022

**Subject:** Jet Engine Training Program

---

**BACKGROUND:**

The City of Kingsville has been a steadfast supporter of local businesses and economic development programs, and understands the challenges that exist when creating a business.

The Chamber of Commerce is partnering with Coastal Bend College, the Texas Workforce Commission and Workforce Solutions of the Coastal Bend to create a jet engine repair training program at the CBC campus in Kingsville.

The program will address a critical workforce issue facing NAS Kingsville by creating a pipeline of local residents who can fill jobs on the base. The base benefits from a stable and highly skilled workforce with a lower turnover rate than recruiting workers from outside of the area. The community benefits by creating an entry point to careers on base that include family supporting wages, which helps keep jobs in our community and families living here too.

**The Grant:**

The Workforce Solutions of the Coastal Bend (WSCB) intends to apply for the Texas Industry Partnership Grant through the Texas Workforce Commission. The grant has a 50-50 match of up to \$150,000. It is a one-time expense. The grant match must be made from private funds to comply with grant stipulations, so the Chamber of Commerce is partnering with WSCB to provide the private cash match needed for the grant. Workforce Solutions of the Coastal Bend will also partner with Coastal Bend College, who will provide the training program and submit to WSCB for draw down of the grant funds for the jet engine repair training program.

The Chamber of Commerce is requesting \$150,000 in City ARPA funds to offset the cost of the grant match. The Chamber and City will enter into an agreement for a job training/recruitment program if the grant is awarded and the Chamber releases its funding. The agreement would then stipulate for the funds to be provided to the Chamber by the City.

**FINANCIAL IMPACT:**

Use \$150,000 in City ARPA funds for job training/recruitment program.

**RECOMMENDATION:**

Request approval of \$150,000 for the City to partner with the Chamber of Commerce to offset costs to the Chamber for the Texas Industry Partnership Grant cash match to establish a jet engine training program in Kingsville.

# **AGENDA ITEM #15**

Action Item  
- B. A.

**To:** Mayor and City Commissioners

**CC:** Mark McLaughlin, City Manager

**From:** Manny Salazar, President/CEO, Kingsville Chamber of Commerce and Greater Kingsville Economic Development Council

**Date:** March 25, 2022

**Subject:** Jet Engine Training Program

**BACKGROUND:**

The City of Kingsville has been a steadfast supporter of local businesses and economic development programs, and understands the challenges that exist when creating a business.

The Chamber of Commerce is partnering with Coastal Bend College, the Texas Workforce Commission and Workforce Solutions of the Coastal Bend to create a jet engine repair training program at the CBC campus in Kingsville.

The program will address a critical workforce issue facing NAS Kingsville by creating a pipeline of local residents who can fill jobs on the base. The base benefits from a stable and highly skilled workforce with a lower turnover rate than recruiting workers from outside of the area. The community benefits by creating an entry point to careers on base that include family supporting wages, which helps keep jobs in our community and families living here too.

**The Grant:**

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The Chamber of Commerce is requesting \$150,000 in City ARPA funds to offset the cost of the grant match. The Chamber and City will enter into an agreement for a job training/recruitment program if the grant is awarded and the Chamber releases its funding. The agreement would then stipulate for the funds to be provided to the Chamber by the City.

**FINANCIAL IMPACT:**

Use \$150,000 in City ARPA funds for job training/recruitment program.

**RECOMMENDATION:**

Request approval of \$150,000 for the City to partner with the Chamber of Commerce to offset costs to the Chamber for the Texas Industry Partnership Grant cash match to establish a jet engine training program in Kingsville.



**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO APPROPRIATE FUNDING FOR THE JET ENGINE REPAIR TRAINING PROGRAM.**

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

I.

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

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT #24

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 121 – GF ARP Funding</b>					
<u>Expenditures-5</u>					
1030	City Special	Professional Services	31400	\$150,000	

[To amend the City of Kingsville FY 21-22 Budget to appropriate funding for job training program with the Chamber of Commerce for the Jet Engine Training Program. Funding will come from the ARP funding.]

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 11th day of April 2022.

**PASSED AND APPROVED** on this the 25th day of April 2022.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

# **AGENDA ITEM #16**

Accept Donation

**City of Kingsville**  
**Department Name**

---

TO: Mayor and City Commissioners  
CC: Mark McLaughlin, City Manager  
FROM: Juan J. Adame, Fire Chief  
DATE: April 5, 2022  
SUBJECT: Accept donation from Coastal Bend Regional Advisory Council

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**Summary:**

The Kingsville Fire Department is requesting approval to accept a donation from the Coastal Bend Regional Advisory Council in the amount of \$6,141.00.

**Background:**

Each year CBRAC distributes funds to emergency medical services departments based on the number of EMS calls. They recently notified us of an award for \$6,141.00.

**Financial Impact:**

No negative financial impact. The donation will be used for departmental medical supplies.

**Recommendation:**

Accept the donation from the Coastal Bend Regional Advisory Council in the amount of \$6,141.00 to be used for Fire Department medical supplies.



601-5-2200-22400

COASTAL BEND REGIONAL  
ADVISORY COUNCIL  
PO BOX 18460  
CORPUS CHRISTI TX 78480

6651

88-328/1149

CHECK AMOUNT

03/29/2022

PAY TO THE  
ORDER OF City of Kingsville Fire Dept

\$ \*\*6,141.00

Six thousand one hundred forty-one and 00/100\*\*\*\*\*

City of Kingsville Fire Dept  
Attn: Chief Adame  
119 N. 10th St.  
Kingsville, TX 78363

DOLLARS

Two Signatures Required  
Void After 90 Days

MEMO

EMS County FY22 Kleberg Co.

AUTHORIZED SIGNATURE

00000511

6651

03/29/2022

City of Kingsville Fire Dept

Date

03/29/2022

Type  
Bill

Reference  
EMS Cnty FY22

Original Amount  
6,141.00

Balance Due  
6,141.00

Check Amount

Payment  
6,141.00  
6,141.00

RAC-Primary

EMS County FY22 Kleberg Co.

6,141.00

# **AGENDA ITEM #17**

**City of Kingsville**  
**Department Name**

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001-5-2200-22400

6651

88-328/1149

CHECK AMOUNT

03/29/2022

AMERICAN BANK  
800-287-8316  
www.americanbank.com

COASTAL BEND REGIONAL  
ADVISORY COUNCIL  
PO BOX 18460  
CORPUS CHRISTI TX 78480

PAY TO THE  
ORDER OF

City of Kingsville Fire Dept

Six thousand one hundred forty-one and 00/100\*\*\*\*\* DOLLARS

\$ \*\*6,141.00

City of Kingsville Fire Dept  
Attn: Chief Adame  
119 N. 10th St.  
Kingsville, TX 78363

MEMO

EMS County FY22 Kleberg Co.

Two Signatures Required  
Void After 90 Days

*[Signature]*

*[Signature]*

AUTHORIZED SIGNATURE

MP

Photo Safe Deposit

Details on Back

6651

03/29/2022	City of Kingsville Fire Dept		
Date	Type	Reference	
03/29/2022	Bill	EMS Cnty FY22	

Original Amount	6,141.00	Balance Due	6,141.00
Check Amount		Payment	6,141.00
			6,141.00

RAC-Primary

EMS County FY22 Kleberg Co.

6,141.00



**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO ACCEPT AND EXPEND FUNDING FROM THE COASTAL BEND REGIONAL ADVISORY COUNCIL FOR EMS MEDICAL SUPPLIES.**

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

I.

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

CITY OF KINGSVILLE  
DEPARTMENT EXPENSES  
BUDGET AMENDMENT #26

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
<b>Fund 027 – EMS Fund</b>					
<u>Revenues - 4</u>					
2200	Fire	State Grants	72010	\$6,141.00	
<u>Expenditures – 5</u>					
2200	Fire	Medical Supplies	22400	\$6,141.00	

[To amend the City of Kingsville FY 21-22 Budget to accept and expend funding from the Coastal Bend Regional Advisory Council for the purchase of EMS medical supplies.]

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 11th day of April 2022.

**PASSED AND APPROVED** on this the 25th day of April 2022.

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

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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