City of Kingsville, Texas

AGENDA CITY COMMISSION

MONDAY, NOVEMBER 28, 2022 REGULAR MEETING

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

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

OR

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

I. Preliminary Proceedings.

OPEN MEETING

APPROVED BY:

Mark McLaughlin City Manager

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

None.

- II. Public Hearing (Required by Law).1
 - 1. Public hearing regarding alcohol variance for a Wine Only Package Store (Q) for the establishment known as Kwik Pantry #2 at 730 W. Corral Street, Kingsville, Texas. (Director of Planning & Development Services).
- III. Reports from Commission & Staff.²

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

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

IV. Public Comment on Agenda Items.3

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

V. Consent Agenda

Notice to the Public

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

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

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

None.

REGULAR AGENDA

CONSIDERATION OF MOTIONS, RESOLUTIONS, AND ORDINANCES:

VI. Items for consideration by Commissioners.4

- 1. Consider alcohol variance for a Wine Only Package Store (Q) for the establishment known as Kwik Pantry #2 at 730 W. Corral Street, Kingsville, Texas. (Director of Planning & Development Services).
- 2. Consider authorizing the purchase of one commercial garbage truck from Doggett Freightliner of South Texas via BuyBoard Purchasing Cooperative, as per staff recommendation. (Purchasing Manager).
- 3. Consider a resolution authorizing the submission of a Community Development Block Grant Council of Governments Method of Distribution (CDBG COG MOD) application to the Texas General Land Office for eligible mitigation project activities and authorizing the Mayor and City Manager to act as the City's Executive Officers and Authorized Representatives in all matters pertaining to the City's participation in the CDBG-MIT Program. (updated projects list) (City Engineer).
- 4. Consider approving the revised ARPA Projects list as per staff recommendation. (Purchasing Manager).
- 5. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for ARP Projects funded in FY 22-23 but not completed and for

- FY22-23 approved ARP Projects not appropriated. (Finance Director/Purchasing Manager).
- Consider a resolution authorizing the City Manager to execute the Master Equity Lease Agreement, the Maintenance Agreement, the Amendment to the Master Equity Lease Agreement, and the Amendment to the Full Maintenance Agreement with Enterprise Fleet Management. (Purchasing Manager).
- 7. Consider a resolution authorizing the Mayor to execute a Roadway Easement Agreement (public road) and a Release of Easement with the Board of Regents of the Texas A&M System for constructing, maintaining, repairing, replacing, rebuilding, and operating a public roadway (Santa Rosa curve). (City Attorney).
- 8. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the Downtown Planter Project that was not completed in FY21-22. (Finance Director).
- 9. Consider approving city hall landscaping plan. (Mayor Fugate).
- 10. Consider introduction of an ordinance amending the Fiscal Year 2022-2023 Budget to appropriate funding for the City Hall Landscape Project. (Mayor Fugate).
- 11. Consider a resolution authorizing the Mayor to enter into an Interlocal Agreement between Kleberg County and the City of Kingsville for the J.K. Northway Parking Lot Project. (City Manager).

VII. Adjournment.

- 1. No person's comments shall exceed 5 minutes. Cannot be extended by Commission.
- 2. No person's comments shall exceed 5 minutes without permission of majority of Commission.
- 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.
- 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:

November 22, 2022 at 12:00 P.M. and remained so posted continuously for at least 72 hours proceeding the schedule time of said meeting.
Many Valenzuela by V.E. Mary Valenzuela, TRMC, City Secretary
City of Kingsville, Texas
This public notice was removed from the official posting board at the Kingsville City Hall on the
following date and time:
Du:
By: City Secretary's Office
City of Kingsville, Texas
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MINUTES OF PREVIOUS MEETING(S)

PUBLIC HEARING(S)

PUBLIC HEARING #1

Public Hrg.

City of Kingsville Planning and Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uche Echeozo, Director

DATE: November 21, 2022

SUBJECT: Request for alcohol variance for a Wine Only Package Store (Q) for the

establishment known as Kwik Pantry #2 Located at 730 W. Corral Avenue,

Kingsville, TX 78363

Summary: The property owner, through the agent - Chris Manriquez, is requesting

this variance for a wine only package store for an establishment known as Kwik

Pantry #2, situated at 730 W. Corral Avenue, Kingsville, TX 78363.

Background: The said property falls within the 300-foot boundary of a school known as Texas

A&M University and therefore, would require a variance according to City Ordinance, sections 11-3-4&5. Notices have been sent to property owners within the 300-foot radius boundary and a notice was published in the local newspaper with respect to the public hearing to be held by City Commission at a public meeting on Monday, November 28, 2022 in the City Hall. This location is currently a convenience store that has sold alcoholic beverages for decades.

The Planning Department received no citizen feedback.

Financial Impact: None.

Recommendation: Approve the alcohol variance as requested.







Required Certifications

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 Owner of Business/Applicant (Name of Corpo Corpus Eagle Food Mart Inc 	oration	ı, LL	C, etc.)							
3. Type of Owner					·					
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Limited Partnership Location Address		mite	d Liability F	Partners	hip		Oth	er:		
730 W Corral Street										
City					County				State	Zip Code
Kingsville					Kleberg				TX	78363
5. Mailing Address 730 W Corral Street										
City				C	ounty			1	State	Zip Code
Kingsville	·				Kleberg				TX	78363
6. Business Telephone Number	Alter	nate	Telephon	ne Numb	per	E-mall				
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Application for										
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CITY OF

KINGSVILLE

MEMORANDUM

DATE

TO

FROM

SUBJECT

Friday, September 14, 2022

Mary Valenzuela, City Secretary

Engineering Department

Alcohol License for 730 W Corral Ave

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 730 W Corral Ave, we have concluded that the property in question does fall within the 300 ft boundary of 1 school; therefore, it will require a variance according to City Ordinance sections 11-3-4&5.

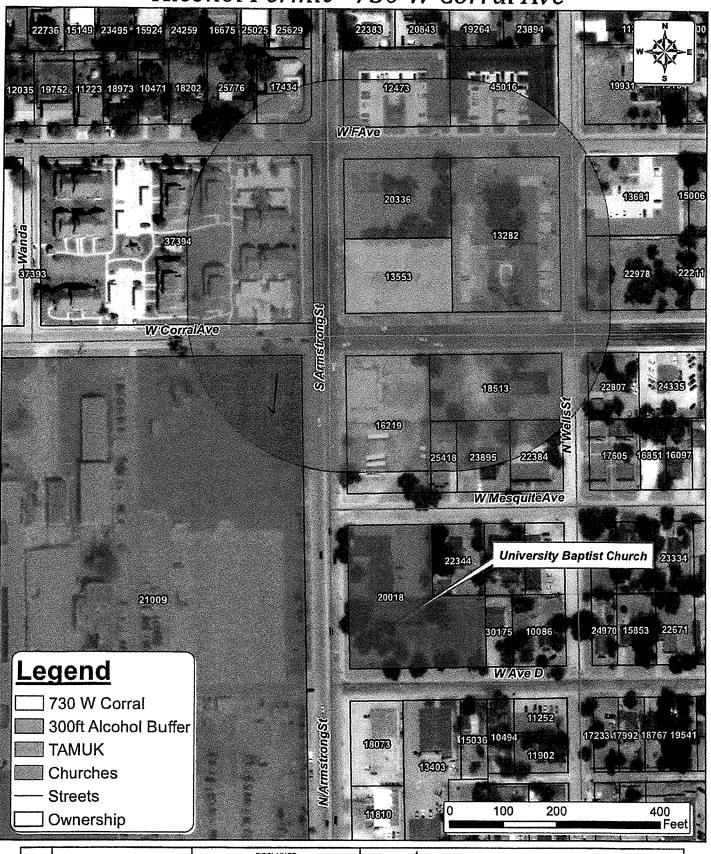
Notices must be sent to the property owners within the 300 foot boundary and a public hearing and publication in the local newspaper is required.

Thank you,

Engineering Department

Attachment 1 shows the property and the relative location of the 1 school suspected to be close to the property. Texas A&M University – Kingsville is within the 300 foot boundary. The attachment also shows all properties within the 300 foot boundary in correlation with their Short ID provided by the Kleberg County Appraisal District.

Alcohol Permit - 730 W Corral Ave



Drawn By: G. AMAYA

Last Update: 9/14/2022

Note: Please see attached documents.

DISCLAIMER:
THIS MAP IS FOR VISUAL PURPOSES ONLY,
THE INFORMATION ON THIS SHEET MAY
CONTAIN INACCURACIES OR ERRORS,
THE CITY OF KINGSVILLE IS NOT
RESPONSIBLE IF THE INFORMATION
CONTAINED HEREIN IS USED FOR ANY
DESIGN, CONSTRUCTION, PLANNING, BUILDING,
OR ANY OTHER PURPOSE.



CITY OF KINGSVILLE ENGINEERING DEPARTMENT

400 W King Ave; Kingsville, TX 78363 Office: (361) 595-8007 Fax: (361) 595-8064 Texas A&M University ATTN: System Real Estate 301 Tarrow Street, 6th Floor College Station, TX 77840-7896 #21009

Alvaro Garcia Jr Maria Estela Garcia 5003 Farm House San Antonio, TX 78253 #22807

Housing Authority Of The City Of Kingsville 1000 W Corral Ave Kingsville, TX 78363 #37394

Taz Texas Holdem LLC 12379 Lakeshore N Auburn, CA 95602-8118 #22384

Newell W Atkinson III PO Box 3336 Alice, Tx 78333 #12473

Tap Y Char Investments LLC 630 W Santa Gertrudis Ave Kingsville, TX 78363 #45016

Susana P Ramirez PO Box 657 Kingsville, TX 78363 #13681

Texas A&M University ATTN: System Real Estate 301 Tarrow Street, 6th Floor College Station, TX 77840-7896 #16219

Susana P Ramirez PO Box 657 Kingsville, TX 78363 #22978

YMG Investments LLC 10617 N 28th St McAllen, TX 78504 #20336

Elvia Garcia 802 W F Ave Kingsville, TX 78363 #17434

Ramon DeLaPaz Etux Ostine E Watts 1415 E FM 1717 Kingsville, TX 78363 #23895

Ruben Pena Etux Martha 3411 S Brahma BLVD Kingsville, TX 78363 #25418

South Texas District Council-Assemblies Of God, Inc 12106 E Sam Houston Parkway North Houston, TX 77044 #18513

Guadalupe T Adame Est Alva Adame Lozano (Ind Exec) Corpus Christi, TX 78413 #25776

Kingsville Multifamily Investments LLC 11816 Inwood RD STE 3011 Dallas, TX 75244 #13282



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Susana P Ramirez PO Box 657 Kingsville, TX 78363 #13681

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Wine Only Package Store (Q) for the establishment known as Kwik Pantry #2 at 730 W Corral Street, Kingsville, Texas.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Newell W Atkinson III PO Box 3336 Alice, Tx 78333 #12473

Dear Property Owner,

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P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Guadalupe T Adame Est Alva Adame Lozano (Ind Exec) 710 Clubgate Corpus Christi, TX 78413 #25776

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P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Elvia Garcia 802 W F Ave Kingsville, TX 78363 #17434

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P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

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P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Texas A&M University ATTN: System Real Estate 301 Tarrow Street, 6th Floor College Station, TX 77840-7896 #21009

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P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Housing Authority Of The City Of Kingsville 1000 W Corral Ave Kingsville, TX 78363 #37394

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P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Texas A&M University ATTN: System Real Estate 301 Tarrow Street, 6th Floor College Station, TX 77840-7896 #16219

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November 1, 2022

South Texas District Council-Assemblies Of God, Inc 12106 E Sam Houston Parkway North Houston, TX 77044 #18513

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Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Ruben Pena Etux Martha 3411 S Brahma BLVD Kingsville, TX 78363 #25418

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November 1, 2022

Ramon DeLaPaz Etux Ostine E Watts 1415 E FM 1717 Kingsville, TX 78363 #23895

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P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Tap Y Char Investments LLC 630 W Santa Gertrudis Ave Kingsville, TX 78363 #45016

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Wine Only Package Store (Q) for the establishment known as Kwik Pantry #2 at 730 W Corral Street, Kingsville, Texas.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Kingsville Multifamily Investments LLC 11816 Inwood RD STE 3011 Dallas, TX 75244 #13282

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Taz Texas Holdem LLC 12379 Lakeshore N Auburn, CA 95602-8118 #22384

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Thank you

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Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Alvaro Garcia Jr Maria Estela Garcia 5003 Farm House San Antonio, TX 78253 #22807

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The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Susana P Ramirez PO Box 657 Kingsville, TX 78363 #22978

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing, Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Wine Only Package Store (Q) for the establishment known as Kwik Pantry #2 at 730 W Corral Street, Kingsville, Texas.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

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Uche Echeozo

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, November 28, 2022 at 5:00 P.M. to discuss and/or take action on the following item: Request for an alcohol variance for a Wine Only Package Store (Q) for the establishment known as Kwik Pantry #2 at 730 W Corral Street, Kingsville Texas. The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

NEWS

Bishop City Council grants commissioner leave of absence

The Bishop City Council took action on a number of agenda action on a number of agenda were lighting, age, and license items during its October City requirements.

Council Meeting, including granting a leave of absence to Day said his officers are concommissioner Janie Dominguez for medical reasons. Dominguez for medical reasons. Dominguez may hinder the ability to have has informed the Bishop City Council she hopes to be back in a couple of months.

There were no public comments are not public comments and the properties of the pro

possibility of passing an ordinance regulating golf carts on use of ATVs such as the Polaris public streets.

Some of the issues discussed were lighting, age, and license

Council she nopes to be back in a couple of months.

There were no public comments so the commission began a lengthy discussion over the also concern residents may misson began a lengthy discussion over the also concern residents may misson began a lengthy discussion over the also concern residents may misson began a lengthy discussion over the also concern residents may misson began and discussed further at the discu

which would not be allowed if the ordinance is passed.

Questions about inspection Questions about inspection and liability coverage were asked and talked about, and how long permits would be good for once issued. The cost of such an ordinance was also taken into consideration.

The Board decided to have radios for staff do more research on the partment.

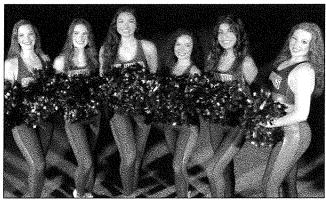
The Bishop City Council approved a purchase of a John They discussed going out for Deer Zero Turn Mower that will bids when the contract with Reput a total of three into service for the Water Department and Code Enforcement

The council approved the purchases of unit routers (for vehi-cle internet, encryption, GPS, and computer aided dispatch). Chief Day mission that the as well as new police portable radios for the Bishop Police De-

public is up may and the com-missioners noted that they were only raising the rate of the citi-zens to the exact rate they were being charged by the company

Chief Day advised the com-mission that the Boy Scouts had approached him about painting the crosswalks on 6th street and The council was informed that the school board did not have a problem with it. The project will begin soon.

Sapphires CONTINUED FROM PAGE 9



Javelina Sapphire Dance Team-pictured from left, are Marissa Escobar, Kayten Snider, Elle Arojona, Angel Reyes, Mia Mayberry and Maddi Guess. (Submitted photo)

and wants to manage a couple of people each time to recognize the Sapproperties.

Arojona and Snider said they rebuilt the Sapphire Dance Team during COVID wearing a mask and following the six feet rule. They brought in new members that had school spirit and who wanted Organizations, then Re- some adult leadership." spirit and who wanted to get involved in school activities. They started to choreograph their own routines and practiced new steps.

Arojona said that once sports started again, they were able to perform at

recognized officially, they Cheerleaders, also serves needed to be at the "recreational sports" level. They phires. ational sports' tever, rine; did not give up performing and practicing and the said they practice Monday was not easy, howeve day through Thursday at the Thory come up with

three levels of sports happened, we received of the band at every home when it comes to the unit funding and uniforms football game They also perform a dance routine containal Sports, and finally Athletics. In order to be addisor for the Javelina band. They said there is

basketball games. She er the university saw their 6 a.m. They come up with said the basketball players hard work and determited were only allowed to have nation and decided it was use different styles such

a lot of behind-the-scene work that goes into mak-ing everything fall in to place but it's well worth it. Arojona said, "we all have a very close bond on the team and each one of us is but its about doing some thing we love and promoting school spirit for our

university Asked what advice they would give to new stu-dents who want to join or that are becoming new members, Snider said, "I remember being a freshman and having to wake up extra early for practice. There was long hours of rehearsal, but once you have that uniform on and you're on the field in front of the crowd it's all

worth it. My advice is to stick with it, it will all pay off." Arojona said, "My advice is that you have to have passion and it's not enough to just have it, you have to ask yourself how much do you have and push through." She added "Don't give up, I almost did but I pushed through and I'm glad I did, we get to show off our talent and school spirit."

school spirit." The current members on the team are Elle Aro-

jona, Kayten Snider, Mad-di Guess, Mia Mayberry, Angel Reyes, and Marissa Escobar.

Of the six members that belong to the Sapphire Dance Team, three will be graduating in December. There will be tryouts for the spring dance team on Nov. 12, 2022 at the Rec Center on campus. Students can sign up by

visiting their social media pages and clinking on the form links.



October 27, 2022 issue

- 1. A business
- 2, 10
- 3. Amelia Earhart
- 4. Naples
- 5. Canberra
- 6. Hydrogen
- 7.206
- 8. Harry Potter
- 9. Raven
- 10. Automatic looms to weave

PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, November 28, 2022 at 5:00 P.M. to discuss and/or take action on the following item: Request for an alcohol variance for a Wine Only Package Store (Q) for the establishment known as Kwik Pantry #2 at 730 W Corral Street, Kingsville Texas.

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

The meeting will be held at City Hall, 400 West King, Kingsville, Texas in

Kingsyille

City Sanitation, City Hall and other Administrative Offices will be closed on Friday, November 11, 2022 in observance of Veteran's Day.

The City Sanitation garbage pick-up schedule will temporarily change for the week of November 7, 2022-November 11, 2022

Residential Sanitation Schedule

Monday/ Thursday service will be done on Monday/Wednesday Tuesday/ Friday service will be done on Tuesday/ Thursday

Commercial Santation Schedule

Thursday/Friday will be done on Thursday

The schedule will resume to its normal schedule on Monday, November 14, 2022.

?? TRIVIA ?? HOW SMART, ARE YOU?

- Think you know something about everything?
- What do you know about our area?

Play Kingsville Trivia brought to you by Harrel's Pharmacyl

How many colors in the rainbow?

- 2. What geometric shape is generally used for stop signs?
- . Whose face is on the hundred dollar bill?
- What is Cynophobia the fear of?
- 5. True/False A pasodoble is a type of Italian pasta sauce.
- What is the unit of currency of Laos?
- 7. What was the soft drink Pepsi originally introduced as? 8. What is the symbol for Copper?
- What disease can be caused by lack of Vitamin C?
- 10. What is the name of the fastest land animal?

Answers will be on next iss

HOW SMART ARE YOU.

- 9-10. Okay Einstein, quit bragging
- -8 Pick up your PhD at TAMUK
- 5-6 You are on your way to your B.S. degree 3-4 Do not skip any more school
- 2 or less-don't leave home without a chaperor For all your pharmacy needs, contact Harrel's. Lots of great items and

downtown Kingville's best eats! Harrel's Kingsville Pharmacy

204 East Kleberg . Kingsville, Tx (361) 592-3354

CONSENT AGENDA

REGULAR AGENDA

AGENDA ITEM #1

Action Item

City of Kingsville Planning and Development Services Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Uche Echeozo, Director

DATE: November 21, 2022

SUBJECT: Request for alcohol variance for a Wine Only Package Store (Q) for the

establishment known as Kwik Pantry #2 Located at 730 W. Corral Avenue,

Kingsville, TX 78363

Summary: The property owner, through the agent – Chris Manriquez, is requesting

this variance for a wine only package store for an establishment known as Kwik

Pantry #2, situated at 730 W. Corral Avenue, Kingsville, TX 78363.

Background: The said property falls within the 300-foot boundary of a school known as Texas

A&M University and therefore, would require a variance according to City Ordinance, sections 11-3-4&5. Notices have been sent to property owners within the 300-foot radius boundary and a notice was published in the local newspaper with respect to the public hearing to be held by City Commission at a public meeting on Monday, November 28, 2022 in the City Hall. This location is currently a convenience store that has sold alcoholic beverages for decades.

The Planning Department received no citizen feedback.

Financial Impact: None.

Recommendation: Approve the alcohol variance as requested.







Required Certifications

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CITY OF -

KINGSVILLE

MEMORANDUM

DATE

TO

FROM

SUBJECT

Friday, September 14, 2022

Mary Valenzuela, City Secretary

Engineering Department

Alcohol License for 730 W Corral Ave

Mrs. Valenzuela,

After performing the research and physical inspection you requested for the property at 730 W Corral Ave, we have concluded that the property in question does fall within the 300 ft boundary of 1 school; therefore, it will require a variance according to City Ordinance sections 11-3-4&5.

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

Thank you,

Engineering Department

Attachment 1 shows the property and the relative location of the 1 school suspected to be close to the property. Texas A&M University – Kingsville is within the 300 foot boundary. The attachment also shows all properties within the 300 foot boundary in correlation with their Short ID provided by the Kleberg County Appraisal District.

Alcohol Permit - 730 W Corral Ave



Page:

Drawn By: G. AMAYA

Last Update: 9/14/2022

Note: Please see attached documents.

DISCLAIMER:
THIS MAP IS FOR VISUAL PURPOSES ONLY.
THE INFORMATION ON THIS SHEET MAY
CONTAIN IMACCURACIES OR ERRORS.
THE CITY OF KINGSVILLE IS NOT
RESPONSIBLE IF THE INFORMATION
CONTAINED HEREIN IS USED FOR ANY
DESIGN. CONSTRUCTION, PLANNING, BUILDING,
OR ANY OTHER PURPOSE.



CITY OF KINGSVILLE ENGINEERING DEPARTMENT

400 W King Ave; Kingsville, TX 78363 Office: (361) 595-8007 Fax: (361) 595-8064 Texas A&M University ATTN: System Real Estate 301 Tarrow Street, 6th Floor College Station, TX 77840-7896 #21009

Alvaro Garcia Jr Maria Estela Garcia 5003 Farm House San Antonio, TX 78253 #22807

Housing Authority Of The City Of Kingsville 1000 W Corral Ave Kingsville, TX 78363 #37394

Taz Texas Holdem LLC 12379 Lakeshore N Auburn, CA 95602-8118 #22384

Newell W Atkinson III PO Box 3336 Alice, Tx 78333 #12473

Tap Y Char Investments LLC 630 W Santa Gertrudis Ave Kingsville, TX 78363 #45016

Susana P Ramirez PO Box 657 Kingsville, TX 78363 #13681

Texas A&M University ATTN: System Real Estate 301 Tarrow Street, 6th Floor College Station, TX 77840-7896 #16219

Susana P Ramirez PO Box 657 Kingsville, TX 78363 #22978

#13282

10617 N 28th St Rilege Station, TX 77840-7896 10617 N 28th St McAllen, TX 78504 #20336

> Elvia Garcia 802 W F Ave Kingsville, TX 78363 #17434

YMG Investments LLC

Ramon DeLaPaz Etux Ostine E Watts 1415 E FM 1717 Kingsville, TX 78363 #23895

Ruben Pena Etux Martha 3411 S Brahma BLVD Kingsville, TX 78363 #25418

South Texas District Council-Assemblies Of God, Inc 12106 E Sam Houston Parkway North Houston, TX 77044 #18513

Guadalupe T Adame Est Alva Adame Lozano (Ind Exec) Corpus Christi, TX 78413 #25776

Kingsville Multifamily Investments LLC 11816 Inwood RD STE 3011 Dallas, TX 75244





P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Susana P Ramirez PO Box 657 Kingsville, TX 78363 #13681

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

Request for an alcohol variance for a Wine Only Package Store (Q) for the establishment known as Kwik Pantry #2 at 730 W Corral Street, Kingsville, Texas.

Your property is located withing 300 feet of this request. If you have any comments or questions in regard to this matter, please contact me at (361) 595-8055.

Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Newell W Atkinson III PO Box 3336 Alice, Tx 78333 #12473

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Guadalupe T Adame Est Alva Adame Lozano (Ind Exec) 710 Clubgate Corpus Christi, TX 78413 #25776

Dear Property Owner,

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Thank you

Yours Sincerely,

Uche Echeozo





P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Guadalupe T Adame Est Alva Adame Lozano (Ind Exec) Corpus Christi, TX 78413 #25776

Dear Property Owner,

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Elvia Garcia 802 W F Ave Kingsville, TX 78363 #17434

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

Uche Echeozo





P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

YMG Investments LLC 10617 N 28th St McAllen, TX 78504 #20336

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Texas A&M University ATTN: System Real Estate 301 Tarrow Street, 6th Floor College Station, TX 77840-7896 #21009

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Housing Authority Of The City Of Kingsville 1000 W Corral Ave Kingsville, TX 78363 #37394

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Texas A&M University ATTN: System Real Estate 301 Tarrow Street, 6th Floor College Station, TX 77840-7896 #16219

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

South Texas District Council-Assemblies Of God, Inc 12106 E Sam Houston Parkway North Houston, TX 77044 #18513

Dear Property Owner,

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Ruben Pena Etux Martha 3411 S Brahma BLVD Kingsville, TX 78363 #25418

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Ramon DeLaPaz Etux Ostine E Watts 1415 E FM 1717 Kingsville, TX 78363 #23895

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Tap Y Char Investments LLC 630 W Santa Gertrudis Ave Kingsville, TX 78363 #45016

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Kingsville Multifamily Investments LLC 11816 Inwood RD STE 3011 Dallas, TX 75244 #13282

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Taz Texas Holdem LLC 12379 Lakeshore N Auburn, CA 95602-8118 #22384

Dear Property Owner,

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Thank you

Yours Sincerely,

Uche Echeozo



P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Alvaro Garcia Jr Maria Estela Garcia 5003 Farm House San Antonio, TX 78253 #22807

Dear Property Owner,

The City Commission of the City of Kingsville will hold a Public Hearing Monday November 28, 2022 at 5:00 p.m. at the Helen Kleberg Groves Community Room, located at City Hall, 400 W. King, Kingsville Texas. The following item will be heard:

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Thank you

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P.O. BOX 1458 - KINGSVILLE, TEXAS 78364

November 1, 2022

Susana P Ramirez PO Box 657 Kingsville, TX 78363 #22978

Dear Property Owner,

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PUBLIC HEARING NOTICE

The City Commission of the City of Kingsville will hold a Public Hearing Monday, November 28, 2022 at 5:00 P.M. to discuss and/or take action on the following item: Request for an alcohol variance for a Wine Only Package Store (Q) for the establishment known as Kwik Pantry #2 at 730 W Corral Street, Kingsville Texas. The meeting will be held at City Hall, 400 West King, Kingsville, Texas in the Helen Kleberg Groves Community Room. If you have any questions about the items on the agenda, please contact the City Secretary at (361) 595-8002.

Bishop City Council grants commissioner leave of absence

BY TED FIGUEROA REPORTER

The Bishop City Council took action on a number of agenda items during its October City Council Meeting including granting a leave of absence to Commissioner Janie Dominguez has informed the Bishop City golf carts on the street at night.

Council she hopes to be back in a couple of months.

Sion that current Texas State Law staff do more resear

possibility of passing an ordi-nance regulating golf carts on use of ATVs such as the Polaris

were lighting, age, and license

ublic streets. which would not be allowed if Some of the issues discussed the ordinance is passed.

Ouestions about inspection action on a number of agential were lighting, age, and license titems during its October City requirements.

Council Meeting, including Blshop Police Chief Edward granting a leave of absence to Day said his officers are control commissioner Janie Dominguez cerned the lighting of city streets for medical reasons. Dominguez may hinder the ability to have

The Board decided to have sion that current Texas State Law staff do more research on the partment There were no public comments so the commission began carts on the street. There was and discussed further at the also concern residents may mis-next meeting.

The council approved the purchases of unit routers (for vehi-cle internet, encryption, GPS, and no more. cle internet, encryption, GPS, and computer aided dispatch),

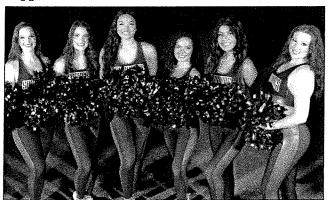
Code Enforcement

there was an increase of 3.5% for problem with it. The project will sanitation services from the San-begin soon.

The Bishop City Council approved a purchase of a John They discussed going out for Deer Zero Turn Mower that will bids when the contract with Reput a total of three into service for the Water Department and only raising the rate of the citi-zens to the exact rate they were

cle internet, encryption, LPS, and no more: and computer aided dispatch). Chief Day advised the commission that the Boy Scouts had approached him about painting the crosswalks on 6th street and The council was informed that the school board did not have a

Sapphires CONTINUED FROM PAGE 9



Javelina Sapphine Dance Team-pictured from left, are Marissa Escobar, Kayten Snider, Elle Arojona, Angel Reyes, Mia Mayberry and Maddi Guess. (Submitted photo)

properties.

Arojona and Snider that they appreciated the said they rebuilt the Saphire Dance Team during stoCOVID wearing a mask and following the six feet three levels of sports rule. They brought in new when it comes to the unimembers that had school versity. The first is Student versity and they wanted the properties. choreograph their own routines and practiced new steps.

sports started again, they

and wants to manage a couple of people each properties. come to the games and

spirit and who wanted Organizations, then Rec-to get involved in school reational Sports, and final-activities. They started to recognized officially, they needed to be at the "recreational sports" level. They phires.

Arojona said that once did not give up perform-ports started again, they ing and practicing and the were able to perform at road was not easy, howev-basketball games. She or the university saw their 6 a.m. They come up with said the basketball players hard work and determi-their own routines and were only allowed to have nation and decided it was use different styles such

time to recognize the Sap-phires as a recreational sports team, which placed them into the same level as the cheerleaders.

bem into the same level
s the cheerleaders.

Arojona said, "once that

Arojona said, "once that happened, we received funding and uniforms and got an advisor to have of the band at every home happened, we received of the band at every home funding and uniforms football game They also and got an advisor to have perform a dance routine some adult leadership." during the halftime show Molly Roach, who is the advisor for the Javelina band. They said there is Cheerleaders, also serves a lot of behind-the-scenes cheerleaders, also serves a lot of behind-the-scenes is the advisor for the Saphires.

Arojona and Snider ald they practice Monalat through Thursday at a very close bond on the as the advisor for the Sapsald they practice Mon-day through Thursday at team and each one of us is hilarious in our own way but its about doing something we love and promot-ing school spirit for our

university."

Asked what advice they would give to new stu-dents who want to join or that are becoming new members, Snider said, "I remember being a freshman and having to wake up extra early for practice. There was long hours of rehearsal, but once you have that uniform on and you're on the field in front of the crowd it's all

worth it. My advice is to jona, Kayten Snider, Madstick with it, it will all pay di Guess, Mia Mayberry, off." Arojona said, "My Angel Reyes, and Marissa advice is that you have to Escobar. have passion and it's not enough to just have it, you have to ask yourself how much do you have and push through." She added "Don't give up. I almost did but I pushed through and I'm glad I did, we get to show off our talent and

school spirit." The current The current members on the team are Elle Aro-

Of the six members that belong to the Sapphire Dance Team, three will be graduating in December. There will be tryouts for the spring dance team on Nov. 12, 2022 at the Rec

Center on campus. Students can sign up by visiting their social media pages and clinking on the

October 27, 2022 issue

- 1. A business
- 2. 10
- 3. Amelia Earhart
- 4. Naples
- 5. Canberra
- 6. Hydrogen
- 7.206
- 8. Harry Potter
- 9. Raven
- 10. Automatic looms to weave

PUBLIC HEARING NOTICE

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595-8002.

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HOW SMART ARE YOU?

- Think you know something about everything?
- What do you know about our area?

Play Kingsville Trivia brought to you by Harrel's Pharmacyl

- 1. How many colors in the rainbow?
- What geometric shape is generally used for stop signs?
- Whose face is on the hundred dollar bill?
- What is Cynophobia the fear of?
- True/False A pasodoble is a type of Italian pasta sauce.
- What is the unit of currency of Laos?
- What was the soft drink Pepsi originally introduced as
- What is the symbol for Copper?). What disease can be caused by lack of Vitamin C?
- 10. What is the name of the fastest land animal?

Answers will be on next issue.)

- HOW SMART ARE YOU:
- 9-10, Okay Einstein, quit brugging -X Pick up your PhD at TAMUK
- 5-6 You are on your way to your B.S. degree
- 3-4 Do not skip any more school or less-don't leave home without a chapero

For all your pharmacy needs, contact Harrel's. Lots of great items and downtown Kingville's best euts!





City Sanitation, City Hall and other Administrative Offices will be closed on Friday, November 11, 2022 in observance of Veteran's Day.

The City Sanitation garbage pick-up schedule will temporarily change for the week of November 7, 2022-November 11, 2022

Residential Sanitation Schedule

Monday/ Thursday service will be done on Monday/Wednesday Tuesday/ Friday service will be done on Tuesday/Thursday

Commercial Santation Schedule

Thursday/Friday will be done on Thursday The schedule will resume to its normal schedule on Monday, November 14, 2022.

AGENDA ITEM #2

City of Kingsville Finance Department

TO:

Mayor and City Commissioners

CC:

Mark Mc Laughlin, City Manager

FROM:

Charlie Sosa, Purchasing Manager

DATE:

November 17, 2022

SUBJECT:

Purchase of One Commercial Garbage Truck

Summary:

This item authorizes the purchase of One Commercial Garbage Truck from Doggett Freightliner of South Texas, though BuyBoard Purchasing Cooperative Contract #601-19 for the City of Kingsville Sanitation Department.

Background:

The new commercial truck will replace one of the older commercial garbage trucks. Most of the garbage trucks are at the end of their efficient lifespan thus increasing maintenance and operation expenses. The existing garbage truck to be replaced has exceeded the efficient lifespan and will continue to have high maintenance costs.

Financial Impact:

Funds are available through Fund 087-5-1702-71100 Vehicle, of which \$308,529.00 are available this fiscal year. The amount of the truck will be \$284,894.40.

Recommendation:

It is recommended the City Purchase the One Commercial Garbage Truck with Doggett Freightliner of South Texas, through BuyBoard Purchasing Cooperative Contract #601-19. BuyBoard is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.





City of Kingsville, TX

Budget Report

Account Summary

For Fiscal: 10/2022-09/2023 Period Ending: 11/30/2022

						Variance	
		Original	Current	Period	Fiscal	Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Remaining
Fund: 087 - SOLID W	VASTE-CAP PROJECTS						
Expense							
087-5-1702-22000	Rollouts & Dumpsters	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00 %
087-5-1702-64200	Capital Lease - Principal	130,071.80	130,071.80	0.00	0.00	130,071.80	100.00 %
<u>087-5-1702-64201</u>	Capital Lease - Interest	16,510.53	16,510.53	0.00	0.00	16,510.53	100.00 %
087-5-1702-71100	Vehicle	308,529.00	308,529.00	0.00	0.00	308,529.00	100.00 %
	Expense Total:	555,111.33	555,111.33	0.00	0.00	555,111.33	100.00 %
	Fund: 087 - SOLID WASTE-CAP PROJECTS Total:	555,111.33	555,111.33	0.00	0.00	555,111.33	100.00 %
	Report Total:	555,111.33	555,111.33	0.00	0.00	555,111.33	100.00 %



11/4/2022

Attn: Mr. Art Perez City of Kingsville

Re: New Freightliner - GS Bodies CL-8129 Container side load refuse truck.

Mr. Perez,

The following quote is for a new, existing Freightliner chassis that would have a GS Products CL-8129 container side load body installed. This particular truck (if received at GS Products in Somerset PA) can be completed and ready for operation on February 1st. 2023 barring any unforeseen circumstances. This vehicle can be acquired via BuyBoard cooperative contract number 601-19.

Chassis, expedited freight and expenses: \$126,104.00

\$158,790.40 GS Body and Freight to Kingsville:

Total: \$284,894.40

Sincerely,

Mike Crockett Doggett Freightliner of South Texas, LLC



(956) 728-8230 Fax

Prepared by:
Mike Crockett
DOGGETT FREIGHTLINER OF
SOUTH TEXAS, LLC
8700 IH10 East
CONVERSE, TX 78109
Phone:

Existing Chassis - Vin# NL1829

SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level		.0.1	
PRL-24M	M2 PRL-24M (EFF:01/19/21)		and a second control of the second control o
Data Version			
DRL-019	SPECPRO21 DATA RELEASE VER 019	100 Mars No. 200 and 2	A to condition the state of the
Vehicle Configura	ation		
001-172	M2 106 CONVENTIONAL CHASSIS	5,709	3,450
004-223	2023 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-002	STRAIGHT TRUCK PROVISION		
003-001	LH PRIMARY STEERING LOCATION	marry as a construction for the production of the foreign of the first	
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-001	REFUSE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-013	MOIST BULK COMMODITY		
AA5-006	TERRAIN/DUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-003	MAINTAINED GRAVEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD: 20000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs		



Data Code	Description	Weight Front	Weight Rear
Truck Service			
AA3-061	REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL		Marie and Assessment and the second
A88-99D	EXPECTED TRUCK BODY LENGTH: 14.0 ft		
AF3-2GX	SOUTHWESTERN EQUIPMENT CO.		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES: 32.0 in		
Engine		14.0	
101-3E0	CUM L9 330 HP @ 2200 RPM, 2200 GOV RPM, 1000 LB-FT @ 1200 RPM, REFUSE	640	30
Electronic Paramet	ers		
79A-067	67 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79K-007	PTO MODE ENGINE RPM LIMIT - 1100 RPM		
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED		
79P-002	PTO RPM WITH CRUISE SET SWITCH - 700 RPM		
79Q-003	PTO RPM WITH CRUISE RESUME SWITCH - 800 RPM		
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH		
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
* 80P-998	NO FLEET SPEC FOR PARAMETERIZATION		
80G-002	PTO MINIMUM RPM - 700		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment			
99C-021	2010 EPA/CARB/GHG21 CONFIGURATION		
99D-010	NO 2008 CARB EMISSION CERTIFICATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		



	Data Code	Description	Weight Front	Weight Rear	
CONTROL OF THE PARTY OF THE PAR	282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		· · · · · · · · · · · · · · · · · · ·	
	291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN			
	289-001	NON-POLISHED BATTERY BOX COVER			
	107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE			
	108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR			
	131-013	AIR COMPRESSOR DISCHARGE LINE			
	152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM			
	128-076	CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF	20		
	016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25	
	28F-007	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND DASH MOUNTED SINGLE REGENERATION REQUEST/INHIBIT SWITCH			
	239-020	10 FOOT 00 INCH (120 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT			
	237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP			
	23U-001	6 GALLON DIESEL EXHAUST FLUID TANK			
	30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL			
	43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION			
	23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING			
	43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP			
	242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)			
*	273-036	BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH			
*	276-001	AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED			
	110-003	CUMMINS SPIN ON FUEL FILTER			
	118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER			
	266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70		
	103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT			



	Data Code	Description	Weight Front	Weight Rear
	171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
	172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
	270-016	RADIATOR DRAIN VALVE		
	168-002	LOWER RADIATOR GUARD		
	138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
	140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
	134-001	ALUMINUM FLYWHEEL HOUSING		
	132-004	ELECTRIC GRID AIR INTAKE WARMER		
	155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		
Transm	ission			
	342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
Transm	ission Equipi	ment		
\$10.000 of \$1000000000000000000000000000000000000	343-322	ALLISON VOCATIONAL PACKAGE 170 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS AND EVS		
	84B-013	ALLISON VOCATIONAL RATING FOR REFUSE APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES		
	84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
	84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		



	Data Code	Description	Weight Front	Weight Rear
	84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
	84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
	84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
	353-023	VEHICLE INTERFACE WIRING CONNECTOR WITHOUT BLUNT CUTS, AT END OF FRAME		
	362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
	363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
	341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
	345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
	97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
	370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
	346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
	35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front A	xle and Equip	oment		
	400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
	402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
	403-002	NON-ASBESTOS FRONT BRAKE LINING		
	419-023	CONMET CAST IRON FRONT BRAKE DRUMS		
	409-006	FRONT OIL SEALS		
	408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
	416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
	405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
	536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
	539-003	POWER STEERING PUMP		
	534-003	4 QUART POWER STEERING RESERVOIR	5	



Data (Code	Description	Weight Front	Weight Rear	
533-0	01	OIL/AIR POWER STEERING COOLER			
40T-0	01	MINERAL SAE 80/90 FRONT AXLE LUBE			
Front Susper	nsion				
620-0	06	20,000# FLAT LEAF FRONT SUSPENSION	310	Model on the result of the second of the sec	
619-0	04	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION			
410-0	01	FRONT SHOCK ABSORBERS	er-vocanssel refraggeringes Freihand (d.) Cross(2008)	04-444-0000014-600-00-00-0-5-5-5-5-0-0-0-0-0-0-0-0-0-0	entassa hairi Shekibi ini sehesi Woler
Rear Axle an	d Equip	oment			
420-1	03	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE		2,960	
421-6	14	6.14 REAR AXLE RATIO			
424-0	01	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING			
386-0	73	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	20	20	
388-0	73	MXL 17T MERITOR EXTENDED LUBE INTERAXLE DRIVELINE WITH HALF ROUND YOKES			
878-0	19	(1) INTERAXLE LOCK VALVE FOR TANDEM OR TRIDEM DRIVE AXLES			
87A-0	01	BLINKING LAMP WITH EACH INTERAXLE LOCK SWITCH, INTERAXLE UNLOCK DEFAULT WITH IGNITION OFF			
423-0	20	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES			
433-0	02	NON-ASBESTOS REAR BRAKE LINING			
434-0	03	STANDARD BRAKE CHAMBER LOCATION			
451-0	23	CONMET CAST IRON REAR BRAKE DRUMS			
440-0	06	REAR OIL SEALS			
426-1	01	WABCO TRISTOP D LONGSTROKE 2-DRIVE AXLE SPRING PARKING CHAMBERS		20	
428-0	03	HALDEX AUTOMATIC REAR SLACK ADJUSTERS			
41T-0	01	MINERAL SAE 80/90 REAR AXLE LUBE			166 SEC. SEC. SEC. SEC.
Rear Suspen	sion				
622-1	CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION		810	
621-0	16	HENDRICKSON RT/RTE - 7.19" SADDLE			
431-0	01	STANDARD AXLE SEATS IN AXLE CLAMP GROUP			
624-0	11	52 INCH AXLE SPACING		-20	



Data Code	Description	Weight Front	Weight Rear	
628-004	STEEL BEAMS AND RUBBER CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS			
623-006	FORE/AFT AND TRANSVERSE CONTROL RODS	na paga yang na paga na paga daran sing da kalandin ada A NA SA	100	Nagarona suspensor a la devidencia d'Obser de Maldión Pietra J. N
Brake System			10 10 10 10 10 10 10 10 10 10 10 10 10 1	
018-002	AIR BRAKE PACKAGE	- SALA - ANN C. 29 ATT NO NO. COURT OF THE AND	en de la companya de	
490-100	WABCO 4S/4M ABS			
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES			
904-001	FIBER BRAID PARKING BRAKE HOSE			
412-001	STANDARD BRAKE SYSTEM VALVES			
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM			
413-002	STD U.S. FRONT BRAKE VALVE			
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE			
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER	20		
479-015	AIR DRYER FRAME MOUNTED			
460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION			
477-008	BW DV-2 AUTO DRAIN VALVE WITH HEATER - WET TANK			
Trailer Connections				
335-004	UPGRADED CHASSIS MULTIPLEXING UNIT			SECURITY SECTION SECTI
32A-002	UPGRADED BULKHEAD MULTIPLEXING UNIT			
Wheelbase & Frame				
545-605	6050MM (238 INCH) WHEELBASE		gag groving <u>eg fyddy Control Per Control Co</u> ntrol Control Control Control Control Control Control Control Control	COMMENT AND
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI	310	120	
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	180	400	
552-007	2450MM (96 INCH) REAR FRAME OVERHANG			
55W-009	FRAME OVERHANG RANGE: 91 INCH TO 100 INCH	-60	260	
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 172.64 in			
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 169.64 in			
AE4-99D	CALC'D FRAME LENGTH - OVERALL: 364.08 in			
FSS-0LH	CALCULATED FRAME SPACE LH SIDE: 116.42 in			



	Data Code	Description	Weight Front	Weight Rear
	FSS-0RH	CALCULATED FRAME SPACE RH SIDE: 84.24 in		
*	560-008	UNDER OR OVERSLUNG CROSSMEMBER		
	553-001	SQUARE END OF FRAME		
	550-001	FRONT CLOSING CROSSMEMBER		
	559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
	561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
	562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
	572-001	STANDARD REARMOST CROSSMEMBER		
	565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassi	s Equipment			
	556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
	558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
	574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
	586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
	551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
	606-294	DRLG PREP FOR SEC PER DWG SEC CHAMPION 32-36 YD, REV 2, 08/17/2018		
	607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Ta	inks			
TO LOCATION TO COME PROCESSIVE COMPANY COMPANY	204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
	218-005	RECTANGULAR FUEL TANK(S)		
	215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
	212-007	FUEL TANK(S) FORWARD		
	664-001	PLAIN STEP FINISH		
	205-001	FUEL TANK CAP(S)		
	122-1H3	DETROIT FUELWATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
	216-020	EQUIFLO INBOARD FUEL SYSTEM		
	202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
	221-001	FUEL COOLER	10	



	Data Code	Description	Weight Front	Weight Rear	
Tires					A CONTRACTOR OF THE PARTY OF TH
	093-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	3/2014 70°4 1584 \$1-155 \$1-155 150 750 750 150 150 150 150 150 150 150 150 150	23.4 4.2562 0-40/4-4 p-40/4 100 000 000 000 000
	094-12P	CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES		184	
	510-1YU	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL SPARE TIRE			
Hubs					
ant-al-wallery by the city a tensor	418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS			
ve-d Hyelagolica.EvinYepika.ibb.255	450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS			
Wheels					
12-yes is done placewood con-each	502-579	MAXION WHEELS 10041 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66		
*	505-523	MAXION WHEELS 90262 22.5X8.25 10-HUB PLT 5-HAND STEEL DISC REAR WHEELS			
	496-011	FRONT WHEEL MOUNTING NUTS			
	497-011	REAR WHEEL MOUNTING NUTS			The state of the s
Cab Ex	terior				
D delines of the Control Commission Company	829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB			
	650-008	AIR CAB MOUNTING			
	678-001	LH AND RH GRAB HANDLES			
	646-009	PAINTED PLASTIC GRILLE			
	65X-001	ARGENT SILVER HOOD MOUNTED AIR INTAKE GRILLE			
	644-004	FIBERGLASS HOOD			
	727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4		
	726-002	DUAL ELECTRIC HORNS			
	728-001	SINGLE HORN SHIELD			
	575-001	REAR LICENSE PLATE MOUNT END OF FRAME			
	312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY			
	302-001	(5) AMBER MARKER LIGHTS			
	294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5	
	300-015	STANDARD FRONT TURN SIGNAL LAMPS			
	744-1BG	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS			



	Data Code	Description	Weight Front	Weight Rear
	797-001	DOOR MOUNTED MIRRORS		
	796-001	102 INCH EQUIPMENT WIDTH		
	743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
	729-001	STANDARD SIDE/REAR REFLECTORS		
	768-043	63X14 INCH TINTED REAR WINDOW		
	661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
	654-003	MANUAL DOOR WINDOW REGULATORS		
	663-019	1-PIECE ROPED-IN SOLAR GREEN GLASS WINDSHIELD		
	659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		
Cab In	terior			
	707-1AK	OPAL GRAY VINYL INTERIOR	ag Sa compress de la Sangagon de Langagon en compresson en capacita de la compresson en capacita de la compres	ASSISTER 2015 - Mandage Collection of States and American Assistance Assistance Assistance and a construction of the Assistance Assi
	706-013	MOLDED PLASTIC DOOR PANEL		
	708-013	MOLDED PLASTIC DOOR PANEL		
	772-006	BLACK MATS WITH SINGLE INSULATION		
	691-008	FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS WITHOUT NETTING		
	694-010	IN DASH STORAGE BIN		
	742-007	(2) CUP HOLDERS LH AND RH DASH		
	680-006	GRAY/CHARCOAL FLAT DASH		
	700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
	701-001	STANDARD HVAC DUCTING		
	703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
	170-015	STANDARD HEATER PLUMBING		
	130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
	702-002	BINARY CONTROL, R-134A		
	739-033	STANDARD INSULATION		
	285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
	280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
	324-014	DOME LIGHT WITH 3-WAY SWITCH ACTIVATED BY LH AND RH DOORS		
	657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		



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Phone:

	Data Code	Description	Weight Front	Weight Rear
***************************************	78G-002	KEY QUANTITY OF 2		
	655-001	CAB DOOR LATCHES WITH MANUAL DOOR LOCKS		
	756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
*	760-1DC	BASIC HB NON SUSP PASS SEAT		
	711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
	758-036	VINYL WITH VINYL INSERT DRIVER SEAT		
N	761-036	VINYL WITH VINYL INSERT PASSENGER SEAT		
	763-101	BLACK SEAT BELTS		
	532-001	FIXED STEERING COLUMN		
	540-015	4-SPOKE 18 INCH (450MM) STEERING WHEEL		
	765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS	ikan kili kerupak errikalah silah kerpenyan dikensi Telebah	
Instru	ıments & Con	trols		
170-200-250-250-25	732-004	GRAY DRIVER INSTRUMENT PANEL		
	734-004	GRAY CENTER INSTRUMENT PANEL		
	870-001	BLACK GAUGE BEZELS		
	486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
	840-002	2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
	198-002	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS		
	721-001	97 DB BACKUP ALARM		3
	149-013	ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
	156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
	811-042	ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
	160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
	844-001	2 INCH ELECTRIC FUEL GAUGE		
	148-003	PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
	856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		



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	Data Code	Description	Weight Front	Weight Rear
***************************************	864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
	830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
	372-051	CUSTOMER FURNISHED AND INSTALLED PTO CONTROLS		
	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
	679-998	NO OVERHEAD INSTRUMENT PANEL		
	746-136	AM/FM/WB WORLD TUNER RADIO WITH AUXILIARY INPUT, J1939	10	
	747-001	DASH MOUNTED RADIO		
	750-002	(2) RADIO SPEAKERS IN CAB		
	753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
	817-001	STANDARD VEHICLE SPEED SENSOR		
	812-001	ELECTRONIC 3000 RPM TACHOMETER		
	162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
	836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
	660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
	304-001	MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
	882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
	299-013	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHERWIPER AND HAZARD IN HANDLE		
	298-039	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		
Design				
	065-000	PAINT: ONE SOLID COLOR		
Color				
	980-3F6	CAB COLOR A: N0006EA WHITE ELITE SS		
	986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS		
		PAINT		
	962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		



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Phone:

	Data Code	Description	Weight Front	Weight Rear	
	966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)			
N	96F-972	POWDER WHITE (N0006EA) SPARE WHEEL/RIM (PKWHT21, TKWHT21, W, TW)			
	964-6Z7	BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX			
	963-003	STANDARD E COAT/UNDERCOATING			
Certi	fication / Com	pliance			
427.28(31/24)88 (84/31)11 (84/0)	996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS			
Seco	ndary Factory	Options			
postalizations:	998-001	CORPORATE PDI CENTER IN-SERVICE ONLY	200 ₄ - 200 dije (Lawa) i Boude - Andjarione (Lawa) i San (Ballion - Lawa) i San	and the state of t	
*	96R-002	STND ELECTL PRTCT COAT,GRS ON BATT TERM& RED ENML PNT IN ENG COMP ON CHASS CONN			
*	RCN-100	PRICE CONCESSION SYSTEM			
*	MWF-005	DETROIT FRT AXLE COVERAGE, HVY SVC/SVR DUTY, 1 YEAR/UNLIMITED MILES/KM			
Sales	s Programs				

TOTAL VEHICLE SUMMARY

NO SALES PROGRAMS HAVE BEEN SELECTED

Weight Summary			
The control of the state of the	Weight	Weight	Total
	Front	Rear	Weight
Factory Weight ⁺	8066 lbs	8417 lbs	16483 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	8066 lbs	8417 lbs	16483 lbs

Extended Warranty

* WAG-011 TOWING: 2 YEARS/UNLIMITED MILES/KM EXT TOWING COVERAGE \$550 CAP FEX APPLIES



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0 lbs

0 lbs

Dealer Installe	d Options			
		Weight	Weight	
		Front	Rear	
CL812	GS PRODUCTS CL-8129 29 YARD CONTAINER SIDE LOAD - NO BUCKETS 6 PETERSON SMART STROBES	0	0	
FRHT	FREIGHT FROM TEXAS TO SOMERSET PA	0	0	

Total Dealer Installed Options

(+) Weights shown are estimates only.

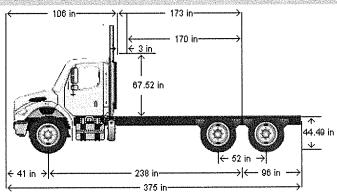
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



Prepared by:
Mike Crockett
DOGGETT FREIGHTLINER OF
SOUTH TEXAS, LLC
8700 IH10 East
CONVERSE, TX 78109
Phone:

DIMENSIONS



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	Мо
Wheelbase (545)	Wh
Rear Frame Overhang (552)	
Fifth Wheel (578)	
Mounting Location (577)	
Maximum Forward Position (in)0	
Maximum Rearward Position (in)0	
Amount of Slide Travel (in)	
Slide Increment (in)	
Desired Slide Position (in)	
Cab Size (829)	Ca
Sleeper (682)	Sle
Exhaust System (016)RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	Ext



Prepared by:
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Phone:

TABLE SUMMARY - DIMENSIONS

Dimensions	inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	172.6
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	169.6
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	269.1
Cab Height (CH)	67.5
Wheelbase (WB)	238.2
Frame Overhang (OH)	96.5
Overall Frame Length	364.1
Overall Length (OAL)	375.4
Rear Axle Spacing	52.0
Unladen Frame Height at Centerline of Rear Axle	44.5

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared by:
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Phone:

GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model	M2106
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	
Expected Pusher Axle(s) Load (lbs)	0.0
Expected Rear Axle(s) Load (lbs)	40000.0
Expected Tag Axle(s) Load (lbs)	0.0
Expected GVW (lbs)	
	0.0
	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
	20,000# FLAT LEAF FRONT SUSPENSION
Front Hubs (418)	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502) MAXION WHEELS 100	41 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093)	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES
Front Brakes (402) MERITOR 16.5X6 Q+ 0	CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
Rear Axle (420)	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
	HENDRICKSON RT463 @46,000# REAR SUSPENSION
Rear Hubs (450)	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)MAXION	WHEELS 91541 22.5X8.25 10-HUB PILOT 2-HAND STEEL DISC REAR WHEELS
Rear Tires (094)	CONTINENTAL HDR2+ 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423)MERITOR 16.5X7 Q+	CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626)	
Pusher / Tag Hubs (449)	NO PUSHER OR TAG HUBS
	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)	NO PUSHER/TAG BRAKES



Prepared by:
Mike Crockett
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Phone:

TABLE SUMMARY - GVWR

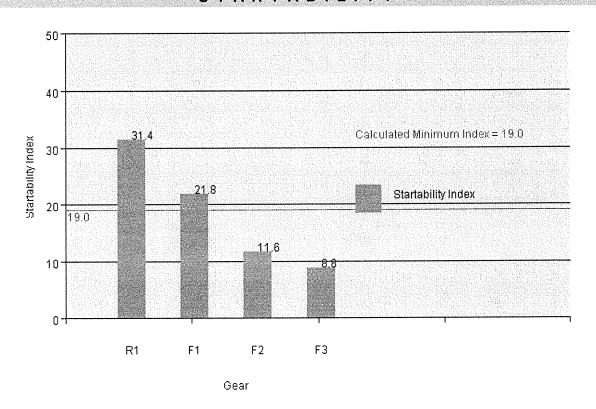
	Front	Rear 1	Rear 2
	Axle Component Weig	ht Ratings	
Axles	20000	23000	23000
Suspension	20000	23000	23000
Hubs	23000	26000	26000
Brakes	20000	22000	22000
Wheels	20000	29600	29600
Tires	20000	23360	23360
Power Steering	22000	N/A	N/A
GAWR (per axle)	20000	22000	22000
GAWR (per axle system)	20000		44000
Expected Load (per axle system)	20000		40000
GVWR due to Frame	90000		
GVWR due to Transmission	62000		
	Vehicle GVWR Sun	nmary	
Calculated GVWR	62000		
Expected GVWR	60000		
	All weights displayed in	pounds	

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared by:
Mike Crockett
DOGGETT FREIGHTLINER OF
SOUTH TEXAS, LLC
8700 IH10 East
CONVERSE, TX 78109
Phone:

STARTABILITY



VEHICLE SPECIFICATIONS SUMMARY - STARTABILITY

Model	M2106
Cab Size (829)	.106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)	20000.0



Prepared by:
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	0.0
Expected Rear Axle(s) Load (lbs)	40000.0
Expected Tag Axle(s) Load (lbs)	
Expected GCW (lbs)	
Engine (101)	CUM L9 330 HP @ 2200 RPM, 2200 GOV RPM, 1000 LB-FT @ 1200 RPM, REFUSE
	549
Transmission (342)	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION
Gear Ratio: Forward 1	
Gear Ratio: Forward 2	1.86
Gear Ratio: Forward 3	1.41
Gear Ratio: Reverse 1	5.03
Gear Ratio: Reverse 2	N/A
Gear Ratio: Reverse 3	N/A
Auxiliary Transmission (352)	NO AUXILIARY TRANSMISSION
Low Gear Ratio	N/A
High Gear Ratio	N/A
Transfer Case (373)	NO TRANSFER CASE
Low Gear Ratio	N/A
	N/A
Rear Axle (420)	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
Number of Speeds	1
Revolutions per Mile	491
	REFUSE SERVICE
Startability Factor	8
Terrain (AA5)TERRAIN/E	OUTY: 10% (SOME) OF THE TIME, IN TRANSIT, IS SPENT ON NON-PAVED ROADS
Startability Factor	1
Most Severe Grade Expected (AB1)	
Startability Factor	8
SURFACE	VEL OR CRUSHED ROCK - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD
	2
Suggested Torque Converter Stall Ratio	1.77

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared by:
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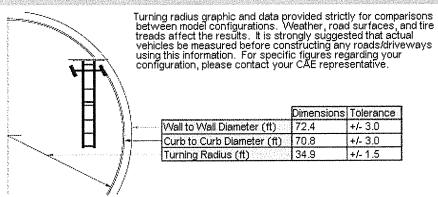


Prepared for: Art Perez KINGSVILLE CITY OF 1300 East Corral Ave Kingsville, TX 78364

Phone:

Prepared by:
Mike Crockett
DOGGETT FREIGHTLINER OF
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8700 IH10 East
CONVERSE, TX 78109
Phone:

TURNING RADIUS



VEHICLE SPECIFICATIONS SUMMARY - TURNING RADIUS

Model	M2106
	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Wheelbase (545)	
	CONTINENTAL HAU 3 WT 315/80R22.5 20 PLY RADIAL FRONT TIRES
Width (in)	12.4
Front Axle (400)	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Kingpin Intersection (in)	71
	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
Width (in)	93.5
Bumper Miter to Front Axle (in)	21.458
	LH PRIMARY STEERING LOCATION
Steering Gear (536)	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
Dual Steering Gear	RCH45
	NONE
	RT-46-160 46,000# R-SERIES TANDEM REAR AXLE
Axle Spacing (624)	



Prepared by:
Mike Crockett
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SOUTH TEXAS, LLC
8700 IH10 East
CONVERSE, TX 78109
Phone:

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



AGENDA ITEM #3



City Manager's Office

TO: Mayor and City Commissioners

CC:

FROM: City Manager

DATE: November 21, 2022

SUBJECT: Revised Project List for Community Development Block Grant Regional

Mitigation Program, Coastal Bend Council of Governments Method of Distribution

Summary:

The City received news from the Coastal Bend Council of Governments earlier this summer that we will be in receipt of \$3,946,500. In early November, it was announced that the City would need to apply for the funding through the CDBG process. On November 14th, the City Commission approved a list of what the City Staff felt were eligible projects based on State guidance. On Wednesday, November 16, City Staff attended a workshop in Corpus Christi with members for the State's General Land Office.

Through the course of the workshop, it was determined that the guidance provided was misleading, and the GLO answered our questions as to eligible projects. The City staff worked to revise both the ARPA projects list for both the General and Utility Funds we've had for quite some time now. Staff also revised the GLO projects list by swapping ineligible GLO projects over to ARPA and by moving ARPA projects that are also GLO eligible over to the GLO projects list. Accordingly, there are now revised project lists for by GLO and ARPA funds.

In order to receive the GLO money, the City will be required to submit applications per CDBG guidelines to the General Land Office. Based on new guidance from the GLO, the following categories are eligible for funding and all must have ties to hazard mitigation:

- 1. Flood control and drainage improvement, including the construction or rehabilitation of stormwater management systems.
- 2. Natural or green infrastructure.
- 3. Public facilities (shelter, library, etc.).
- 4. Economic development with limitations.
- 5. Water and sewer facilities.
- 6. Communication infrastructure.
- 7. Provision of generators.
- 8. Removal of debris.





City Manager's Office

- 9. Streets and bridges.
- 10. Other infrastructure improvements.
- 11. Public services (within the 15% cap).
- 12. FEMA Hazard Mitigation Grant Program cost share for CDBG-MIT eligible projects.
- 13. Buyouts of acquisitions with or without relocation assistance, down payment assistance, housing incentives, or demolition.
- 14. Activities designed to relocate families outside of floodplains.

Recommendation:

Staff met and priced projects for Commission consideration and approval. See the revised attached excel spreadsheet.

- 1. Staff is requesting approval of the revised list of eligible projects.
- 2. Deadline for applications to the GLO is February 21, 2023 for all proposed projects.
- 3. Anticipate a future agenda item to solicit for grant administrator services.

Total All Expenditures on this Memo:

Total construction costs: \$3,626,872.00

Total contingency costs: \$29,478.24

<u>Total administrative costs:</u> \$290,149.76

Total of all grant projects: \$3,946,500.00

Remaining fund balances: \$0.00

City Cash Match: \$0.00



RESOLUTION #2022-____

A RESOLUTION OF THE CITY COMMISSION OF KINGSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT COUNCIL OF GOVERNMENTS METHOD OF DISTRIBUTION (CDBG COG MOD) APPLICATION TO THE TEXAS GENERAL LAND OFFICE FOR ELIGIBLE MITIGATION PROJECT ACTIVITIES AND AUTHORIZING THE MAYOR AND CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICERS AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE CDBG-MIT PROGRAM.

WHEREAS, the City of Kingsville desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist related to disastrous events, which represent a threat to the public health, safety, and welfare; and

WHEREAS, it is necessary and in the best interests of the citizens of the City of Kingsville to apply for funding under the GLO State of Texas CDBG Mitigation COG MOD;

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

- That a GLO State of Texas CDBG Mitigation COG MOD application is hereby authorized to be filed with the Texas General Land Office for funding consideration under the Community Development Block Grant Council of Governments Method of Distribution.
- 2. That the application be for \$3,946,500 of grant funds to provide hazard mitigation and improvement projects for eligible activities. No match for the costs of these qualified projects is required.
- 3. That the Mayor and City Manager are designated as the Chief Executive Officers and Authorized Representatives to act in all matters in connection with this application and participation in the CDBG-MIT COG MOD Program.
- 4. That the Mayor and City Manager are designated to oversee all grant activities so as to ensure there are no Conflicts of Interest.
- 5. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
- 6. That this resolution shall be and become effective on or after adoption.

PASSED AND APPROVED by a majority vote of the City Commission on the <u>28th</u> day of <u>November</u>, 2022.

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

CDBG MIT Regional Mitigation Program

PROJECT:

	TITNALLO		F			-		
COMMUNITY PROJECTS	>	LIND		UNIT COST (\$) PER UNIT	7	TOTAL COST (\$)	ELIGIBLE ACTIVITIES	DESCRIPTION OF PROJECT
Water Line System Study	1	Ea.	φ.	250,000.00	φ.	150,000.00		
WW Line System Study	1	Ë	₩.	150,000.00	Ŷ	150,000.00		
Drainage Study	H	ম	φ.	250,000.00	\$	250,000.00	250,000.00 Flood Control and Drainage Improvements	Drainage study for 12 areas throughout city.
Kleberg Ave. / Drainage	1	S.	٧	600,000.00	ν̈́	600,000.00	600,000.00 Street or Bridges	New Concrete Roadway and Drainage from 7th to 8th St. 1 Block
10th St. Bridge Rehab.	74	เ	\$	50,000.00	s	50,000.00	50,000.00 Street or Bridges	10tth St. and Tranquitas Bridge
Water Tower Rehab	н	SJ		\$ 1,500,000.00		1,500,000.00	1,500,000.00 Water and Sewer Facilities	Rehab 3 Elevated and 1 Ground Water Storage Tanks
9th St. Drainage	1	SJ	δ.	\$ 00:000:002	v	200,000.00	200,000.00 Flood Control and Drainage Improvements	Rehab Existing Clay Drainage Line
Hidrostal Submersible Pumps	н	S	φ.	126,872.00 \$	\$	126,872.00		
Ultraviolet Disinfection Systems	н	ี	⋄	400,000.00	₩	400,000.00		
Ultraviolet Disinfection Systems	 1	เ	S	200,000.00	\$	200,000.00		
			\dashv					
	TOTAL	CONS	TRUC	TOTAL CONSTRUCTION COSTS	\s	3,626,872.00		
Contingency Cost(9% of Total Constr. Costs)	TOT	AL Co	nting	TOTAL Contingency COSTS	s	29,478.24		
Engineering Cost(8% of Total Constr. Costs)	TOTAL	Admi	inistra	TOTAL Administration COSTS	\$	290,149.76		
	APPL	CATIC	ON GR	APPLICATION GRANT TOTAL	\$	3,946,500.00		
	TOTAL CB(.0G FL	UNDS	TOTAL CBCOG FUNDS ALLOCATED	\$	3,946,500.00		
	BALAI	NCE FL	UNDS	BALANCE FUNDS ALLOCATED	Ş	,		

AGENDA ITEM #4

Rusid ARPA Poj. List

City of Kingsville Finance Department

TO: Mayor and City Commissioners

CC: Mark Mc Laughlin, City Manager

FROM: Charlie Sosa, Purchasing Manager

DATE: November 18, 2022

SUBJECT: Approve 1) Revised ARPA Project List and 2) Budget Amendment for Revised

ARPA Project List

Summary:

This item authorizes the approval of 1) the Revised ARPA Project list (due to revision of GLO State of Texas CDBG Mitigation COG MOD Funds Project list) and 2) the Budget Amendment for the Revised ARPA Project List.

Background:

The Texas General Land Office (GLO) State of Texas CDBG Mitigation COG MOD Funds are available for certain types of mitigation projects (ie, water, sewer, drainage, etc.) approved by the GLO. Such funds available to the City of Kingsville total \$3,946,500.00. On November 16, 2022, city staff participated in a meeting with representatives of the GLO about the City's initial proposed project list. Afterwards, staff worked to update the list of GLO projects previously suggested to Commission on November 14, 2022.

Several projects that had been earmarked with ARPA Funding have been realigned to be funded with GLO mitigation funds, which allows more ARPA funding to be available for city projects that do not qualify for mitigation funding. Please refer to the attached updated list of the proposed ARPA projects. These projects will require a budget amendment to earmark their funding for this FY.

Financial Impact:

After the realignment with COG MOD funding project list and the new ARPA project list, ARPA Funds available will be \$0.

Recommendation:

It is recommended that the City Manager be authorized to move forward the Revised ARPA Project List and that the Budget Amendment for the Revised ARPA Project List be approved.



ARP Funding Status

Revenues:
August 2021 Received 3,136,350,65
March 2011 Received 6,198,42
September 2022 2nd Tranche 3,142,549,06
Total Alloration 6,285,098,13

September 2022 2nd Tranche	3,142,549.06 6,285,098.13	-						
Total Allocation	6,265,098.13					FY 2	1-22 Expendit	ires
FY 21-22	Project Amt	Fund Total	Project Bal	Fiscal Yr	Acct Code	GF-FD 121		Tour FD 205
FY 21-22 Spent								
Hazard Pay-General Fund	88,795.07			FY 21-22	1030-11xxx	88,795.07		
BAO5-Ord 2021-83 - Broadband Feasibility-31400	49,950.00			FY 21-22	1030-31400	49,950.00		
BAO8-Ord 2022-23 - PD Tasers & Dispatch Station-2102	147,991.00		33,780.94		2102-21700	114,210.06		
BA27-Ord 2022-29 - Fire Vehicle Maintenance-41100	66,704.38			FY 21-22	2200-41100	66,704.38		
BA29-Ord 2022-xx - Golf Course Greens Project (May 23-final reading)	53,720.00			FY 21-22	4502-71215	53,720.00		
BA11-Ord 2022-10 - Parks Revenue Replacement Projects	92,753.00		37,191.36		4503-59100	55,561.64		
Economic Development Grant Program	500,000.00			FY 21-22	6900-80123	500,000.00		
BA33-Ord 2022-xx - Additional Match-CJD Grant BWC Grant-Trsf 207	10,457.46			FY 21-22 FY 21-22	6900-80207 6900-80207	10,457.46 30,649.84		
BA25-Ord 2022-23 - Match-CID Grant Body Worn Camera Grt-Tsf 207	30,649.84			FT 21-22	6900-80123	30,049.84		
BA24-Ord 2022-24 - Jet Engine Program-Transfer to Fund 123	150,000.00		150,000.00 77,214.19		2101-71300			
BA21-Ord 2022-21 - PD Roof-71300	77,214.19 224,141.53		224,141.53		4502-71200			
BA12-Ord 2022-11 - Golf Course Equipment - 59100 BA37 - Study & Phase 1 Buildout of Parking areas DKP	150,000.00	1,642,376.47	150,000.00		4503-59100			
one stay at the 2 standard of the standard of			,					
Hazard Pay-Utility Fund	15,281.01			FY 21-22			15,281.01	
Repairs to Centrifuge	69,700.00			FY 21-22			69,700.00	
Garver Study-budget transferred from Water WW Projects	250,634.00	C10 CFT 01	34,082.48				216,551.52 275,040.00	
BA23-Ord 2022-20 - WW Emergency Line Repair	275,040.00	610,655.01	0.00	FY 21-22			275,040.00	
BA10-Ord 2022-05 - Tourism Revenue Replacement Projects	173,544.00	173,544.00	0.00	FY 21-22	6900-80123			173,544.00
Total	2,426,575.48	2,426,575.48	706,410.50	-		970,048.45	576,572.53	173,544.00
Available to be committed in FY 22-23	3,858,522.65							
						FY 2	2-23 Expendit	ires
FY 22-23	Project Amt	Fund Total	Project Bal	Fiscal Yr	Acct Code		UF-FD 125	
Available to be committed in FY 22-23	3,858,522.65							
FY 21-22 Carry Over Projects								
BAO8-Ord 2022-23 - PD Tasers & Dispatch Station-2102			33,780.94	FY 21-22	2102-21700			
BA21-Ord 2022-21 - PD Roof-71300			77,214.19		2101-71300	42,435.53		
BA12-Ord 2022-11 - Golf Course Equipment - 59100			224,141.53		4502-71200	66,255.90		
Parks Replacement Project			37,191.36		4503-59100	00,000.00		
Tarks replacement reject			07,454.55		1300 03100			
General Fund ARP Projects								
Appropriated in the FY 22-23 Budget								
Door Access Project	20,670.00				1030-22600			
COVID Clinic	100,000.00				1030-31400			
Broadband Initiative Cash Match	341,458.00				1030-31400			
Time & Attendance Software	58,542.00				1030-31400			
Door Access Project	10,311.24				1030-31400			
PD Canopy	150,000.00				2101-71300	75,181.00		
FY 22-23 - Projects Already submitted through Budget Amendment								
BA24-Ord 2022-24 - Jet Engine Program-Transfer to Fund 123			150,000.00		6900-80123			
Fire Roof Repair	25,000.00		250,000.00		2200-41100			
BA37 - Study & Phase 1 Buildout of Parking areas DKP	20,000.00		150,000.00		4503-59100			
Dr Pepper Bldg-Acces Hardware/New Door	45,000.00		,		2101-71300			
New Projects - FY 22-23								
Fire Vehicle Maintenance	75,000.00				2200-41100			
New Fire Station Design Plans	150,000.00				2200-31400			
Hospital Abatement & Demolition	450,000.00				1030-31400			
Demo Abandoned Structures	96,000.00				1603-31400			
Parks Walking Trail Parks Lighting Ball Fields	175,000.00 250,000.00				4503-59113 4503-59113			
Parks Flag Poles	25,000.00				4503-59113			
Public Warks Remodel		2,021,981.24			3000-71300			
		•						
UF ARP Projects								
Garver Study Carry Over			34,082.48		7001-54300			
Water Meter Funding	1,000,000.00				6001-54300			
Water Well #14 Pump House Rehab	150,000.00				6001-71300			
Sewer Smoke Testing	200,000.00				7001-31400			
WW Plant Expansion Match Funds	486,541.41	1,836,541.41			7001-31400			
Total Committed in FY 22-23	3,858,522.65	3,858,522.65				183,872.43	0.00	0.00
Available to Committ	0.00							
General Fund ARP Projects		3,664,357.71						
Utility Fund ARP Projects		2,447,196.42						
Fourism Fund ARP Projects		173,544.00						
Total ARP Funding		6,285,098.13						
ARP Funding Allocation recorded in GL:	·							
General Fund		2,410,975.92						
Jtility Fund		3,700,578.21						
Fourism Fund		173,544.00						
		6,285,098.13						
ARP Funding Reallocation Needed:								
Seneral Fund		1,253,381.79						
Utility Fund	,	(1,253,381.79)						
	,	0.00						

AGENDA ITEM #5

Budget Amrvs'd ARPA Proj. List

City of Kingsville Finance Department

TO:

Mayor and City Commissioners

CC:

Mark Mc Laughlin, City Manager

FROM:

Charlie Sosa, Purchasing Manager

DATE:

November 18, 2022

SUBJECT:

Approve 1) Revised ARPA Project List and 2) Budget Amendment for Revised

ARPA Project List

Summary:

This item authorizes the approval of 1) the Revised ARPA Project list (due to revision of GLO State of Texas CDBG Mitigation COG MOD Funds Project list) and 2) the Budget Amendment for the Revised ARPA Project List.

Background:

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Financial Impact:

After the realignment with COG MOD funding project list and the new ARPA project list, ARPA Funds available will be \$0.

Recommendation:

It is recommended that the City Manager be authorized to move forward the Revised ARPA Project List and that the Budget Amendment for the Revised ARPA Project List be approved.



ARP Funding Status

Revenues:						
August 2021 Received	3,136,350.65					
March 2011 Received	6,198.42					
September 2022 2nd Tranche	3,142,549.06					
Total Allocation	6,285,098.13				EV 21.	CV 21.22 Exponditures
FY 21-22	Project Amt	Fund Total	Project Bal Fiscal Yr	Acct Code	GF-FD 121	UF-FD 125 Tour FD 205
FY 21-22 Spent						
Hazard Pay-General Fund	88,795.07		0.00 FY 21-22	1030-11xxx	88,795.07	
BA05-Ord 2021-83 - Broadband Feasibility-31400	49,950.00		0.00 FY 21-22	1030-31400	49,950.00	
BA08-Ord 2022-23 - PD Tasers & Dispatch Station-2102	147,991.00		33,780.94 FY 21-22	2102-21700	114,210.06	
BA27-Ord 2022-29 - Fire Vehicle Maintenance-41100	66,704.38		0.00 FY 21-22	2200-41100	66,704.38	
BA29-Ord 2022-xx - Golf Course Greens Project (May 23-final reading)	53,720.00		0.00 FY 21-22	4502-71215	53,720.00	
BA11-Ord 2022-10 - Parks Revenue Replacement Projects	92,753.00		37,191.36 FY 22-23	4503-59100	55,561.64	
Economic Development Grant Program	500,000.00		0.00 FY 21-22	6900-80123	500,000.00	
BA33-Ord 2022-xx - Additional Match-CID Grant BWC Grant-Trsf 207	10,457.46		0.00 FY 21-22	6900-80207	10,457.46	
BA25-Ord 2022-23 - Match-CJD Grant Body Worn Camera Grt-Tsf 207	30,649.84		0.00 FY 21-22	6900-80207	30,649.84	
BA24-Ord 2022-24 - Jet Engine Program-Transfer to Fund 123	150,000.00		150,000.00	6900-80123		
BA21-Ord 2022-21 - PD Roof-71300	77,214.19		77,214.19	2101-71300		
BA12-Ord 2022-11 - Golf Course Equipment - 59100	224,141.53		224,141.53	4502-71200		
BA37 - Study & Phase 1 Buildout of Parking areas DKP	150,000.00	1,642,376.47	150,000.00	4503-59100		
Hazard Pay-Utility Fund	15,281.01		0.00 FY 21-22			15,281.01
Repairs to Centrifuge	69,700.00					69,700.00
Garver Study-budget transferred from Water WW Projects	250,634.00					216,551.52
BA23-Ord 2022-20 - WW Emergency Line Repair	275,040.00	610,655.01	0.00 FY 21-22			275,040.00
BA10-Ord 2022-05 - Tourism Revenue Replacement Projects	173,544.00	173,544.00	0.00 FY 21-22	6900-80123		173,544.00
- Total	2,426,575.48	2,426,575.48	706,410.50		970,048.45	576,572.53 173,544.00

Available to be committed in FY 22-23

3,858,522.65

				FY 22-23 Expenditures	
FY 22-23	Project Amt Fund Total	Project Bal Fiscal Yr	Acct Code	GF-FD 121 UF-FD 125 Tour FD 205	<u>30</u> 2
Available to be committed in FY 22-23	3,858,522.65				
FY 21-22 Carry Over Projects					
BAUX-Urd 2022-23 - PD 19sers & Dispatch Station-2102 BA21-Ord 2022-21 - PD Roof-71300		33,780.94 FY 21-22 77,214.19 FY 21-22	2102-21700	42 435 53	
BA12-Ord 2022-11 - Golf Course Equipment - 59100			4502-71200	42,433.33 66.255.90	
Parks Replacement Project			4503-59100		
General Fund ARP Projects					
Appropriated in the FY 22-23 Budget					
Door Access Project	20,670.00		1030-22600		
Broadband Initiative Coch Matth	100,000.00		1030-31400		
Time & Attendance Coftware	341,458.00		1030-31400		
Door Access Project	38,342.00 10 311 24		1030-31400		
PD Canopy	150,000.00		2101-71300	75,181.00	
FY 22-23 - Projects Already submitted through Budget Amendment					
BA24-Ord 2022-24 - Jet Engine Program-Transfer to Fund 123		150.000.00	6900-80123		
Fire Roof Repair	25,000.00		2200-41100		
BA37 - Study & Phase 1 Buildout of Parking areas DKP		150,000.00	4503-59100		
Dr Pepper Bidg-Acces Hardware/New Door	45,000.00		2101-71300		
New Projects - FY 22-23					
Fire Vehicle Maintenance	75,000.00		2200-41100		
New Fire Station Design Plans	150,000.00		2200-31400		
Hospital Abatement & Demolition	450,000.00		1030-31400		
Demo Abandoned Structures	96,000.00		1603-31400		
Parks Walking Trail	175,000.00		4503-59113		
Parks Lighting Ball Fields	250,000.00		4503-59113		
Parks Flag Poles	25,000.00		4503-59113		
Public Works Remodel	50,000.00 2,021,981.24		3000-71300		
UF ARP Projects					
Garver Study Carry Over		34,082.48	7001-54300		
Water Meter Funding	1,000,000.00		6001-54300		
Vaciet Well #14 Fullip nouse Kelido	150,000.00		6001-71300		
Sewer Shroke Testing WW Plant Expansion Match Funds	200,000.00 486,541.41 1,836,541.41		7001-31400 7001-31400		

Total Committed in FY 22-23	3,858,522.65 3,858,522.65	183,872.43	0.00	0.00
Available to Committ	0.00			
General Fund ARP Projects Utility Fund ARP Projects Tourism Fund ARP Projects Total ARP Funding	3,664,357.71 2,447,196.42 173,544.00 6,285,098.13			
ARP Funding Allocation recorded in GL: General Fund Utility Fund Tourism Fund ARP Funding Reallocation Needed: General Fund	2,410,975.92 3,700,578.21 173,544.00 6,285,098.13 1,253,381.79 (1,253,381.79) 0.00			

ORDIN	NAN	ICE	NO.	2022-	

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR ARP PROJECTS FUNDED IN FY 22-23 BUT NOT COMPLETED AND FOR FY 22-23 APPROVED ARP PROJECTS NOT APPROPRIATED.

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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT – BA#16

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 1	21 - General	Fund ARP			
Revenu	ues - 4				
0000	Non Dept	Transfer From FD 125	75125	\$1,253,381.79	
Expend	<u>ditures – 5</u>				
2102	Police	Minor Equipment	21700	\$33,780.94	
	Tasers & Dis	spatch Station Carry Over			
2101	Police	Building	71300	\$77,214.19	
	PD Roof Ca	rry Over			
4502	Golf	Equipment	71200	\$224,141.53	
	Golf Course	Equipment Carry Over			
1030	City Special	Professional Services	31400		\$11,154.25
2200	Fire	Vehicle Maintenance	41100	\$75,000.00	
2200	Fire	Professional Services	31400	\$150,000.00	
	Vehicle Mair	nt & New Fire Station			
1030	City Special	Professional Services	31400	\$450,000.00	
	Hospital Aba	atement & Demo			
1603	Code Comp	Professional Services	31400	\$96,000.00	

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
	Demo of Aba	andoned Structures			
4503	Parks	Dick Kleberg Park	59113	\$450,000.00	
	Parks Trail,	Lighting & Flag Poles			
3000	PW Admin	Building	71300	\$50,000	
	PW Admin E	Building Rehab			
Fund 1	25 – Utility Fu	ind ARP			
Expend	<u>ditures</u>				
7001	Wastewater	Professional Services	31400	\$34,082.42	
	Garver Stud	y Carry Over			
6001	Water	Building	71300	\$150,000.00	
	Water Well #	‡14 Pump House Rehab			
7001	Wastewater	Professional Services	31400	\$686,541.41	
	Smoke Testi	ing & Match Funding			
6001	Water	Utility Plant	54300		\$1,362,689.21
7001	Wastewater	Machinery/Equipment	71200		\$526,872.00
7002	Wastewater	Machinery/Equipment	71200		\$200,000.00
6900	Transfers	Transfer To FD 121	80121	\$1,253,381.79	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for ARP Projects funded in FY 21-22 but not completed and for FY 22-23 approved ARP projects not appropriated. Funding will come from the unappropriated GF and UF ARP funding fund balances.]

FY 21-22 Projects not completed-remaining funding needs to be rolled forward

- PD Tasers & Dispatch Station \$33,780.94 (121-5-2102-21700)
- PD Roof \$77,214.19 (121-5-2101-71300)
- Golf Course Equipment \$224,141.53 (121-5-4502-71200)

FY 22-23 Approved Projects

- GF ARP Projects Appropriated in FY 22-23 Budget
 - Door Access Project \$20,670.00 (121-5-1030-22600)
 - o Covid Clinic \$100,000 (121-5-1030-31400)
 - o Broadband Initiative Cash Match \$341,458 (121-5-1030-31400)
 - o Time & Attendance Software \$58,542 (121-5-1030-31400)
 - o Door Access Project \$10,311.24 (121-5-1030-31400)
 - o PD Canopy \$150,000 (121-5-2101-71300)
 - o Parks Revenue Replacement \$37,191.36 (121-5-4503-59100)

- Budget Amendment(s) submitted in FY 22-23
 - o Jet Engine Program \$150,000 − BA #8
 - o DKP Parking Lot \$150,000 BA #8
 - o Dr. Pepper Building Improvements \$45,000 BA #8
 - o Fire Roof Repair \$25,000 BA #8
- GF ARP Projects approved, but not appropriated
 - o Fire Vehicle Maintenance \$75,000 (121-5-2200-41100)
 - o New Fire Station Design Plan \$150,000 (121-5-2200-31400)
 - o Hospital Abatement & Demolition \$450,000 (121-5-1030-31400)
 - o Demo Abandoned Structures \$96,000 (121-5-1603-31400)
 - o Parks Walking Trail \$175,000 (121-5-4503-59113)
 - o Parks Ball Field Lighting \$250,000 (121-5-4503-59113)
 - o Parks Flag Poles \$25,000 (121-5-4503-59113)
 - o Public Works Remodel \$50,000 (121-5-3000-71300)
- UF ARP Projects appropriated in FY 22-23 budget
 - o Water Meter Funding \$1,000,000 (125-5-6001-54300)
- FY 21-22 UF ARP Projects not completed-remaining funding needs to be rolled forward
 - Garver Study Final Payment \$34,082.42 (125-5-7001-54300)
- UF ARP Projects approved, but not appropriated
 - o Water Well #14 Pump House Rehab \$150,000 (125-5-6001-71300)
 - o Sewer Smoke Testing \$200,000 (125-5-7001-31400)
 - o WW Plant Expansion Match Funds \$486,541.41 (125-5-7001-31400)

II.

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

111.

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 November 2022.

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

Revenues: August 2021 Received March 2011 Received September 2022 2nd Tranche

3,136,350.65 6,198.42 3,142,549.06

Total Allocation	6,285,098.13	-						
	·····			·			1-22 Expenditu	
FY 21-22	Project Amt	Fund Total	Project Bal	Fiscal Yr	Acct Code	GF-FD 121	UF-FD 125	Tour FD 205
FY 21-22 Spent Hazard Pay-General Fund	88,795.07		0.00	FY 21-22	1030-11xxx	88,795.07		
BAOS-Ord 2021-83 - Broadband Feasibility-31400	49,950.00			FY 21-22	1030-11440	49,950.00		
BAO8-Ord 2022-23 - PD Tasers & Dispatch Station-2102	147,991.00		33,780.94		2102-21700	114,210.06		
BA27-Ord 2022-29 - Fire Vehicle Maintenance-41100	66,704.38			FY 21-22	2200-41100	66,704.38		
BA29-Ord 2022-xx - Golf Course Greens Project (May 23-final reading)	53,720.00			FY 21-22	4502-71215	53,720.00		
BA11-Ord 2022-10 - Parks Revenue Replacement Projects	92,753.00		37,191.36	FY 22-23	4503-59100	55,561.64		
Economic Development Grant Program	500,000.00		0.00	FY 21-22	6900-80123	500,000.00		
BA33-Ord 2022-xx - Additional Match-CID Grant BWC Grant-Trsf 207	10,457.46		0.00	FY 21-22	6900-80207	10,457.46		
BA25-Ord 2022-23 - Match-CID Grant Body Worn Camera Grt-Tsf 207	30,649.84			FY 21-22	6900-80207	30,649.84		
8A24-Ord 2022-24 - Jet Engine Program-Transfer to Fund 123	150,000.00		150,000.00		6900-80123			
8A21-Ord 2022-21 - PD Roof-71300	77,214.19		77,214.19		2101-71300			
BA12-Ord 2022-11 - Golf Course Equipment - 59100	224,141.53		224,141.53		4502-71200			
BA37 - Study & Phase 1 Buildout of Parking areas DKP	150,000.00	_ 1,642,376.47	150,000.00		4503-59100			
Hazard Pay-Utility Fund	15,281.01		0.00	FY 21-22			15,281.01	
Repairs to Centrifuge	69,700.00			FY 21-22			69,700.00	
Garver Study-budget transferred from Water WW Projects	250,634.00		34,082.48				216,551.52	
BA23-Ord 2022-20 - WW Emergency Line Repair	275,040.00	610,655.01		FY 21-22			275,040.00	
		-					·	
BA10-Ord 2022-05 - Tourism Revenue Replacement Projects	173,544.00	173,544.00	0.00	FY 21-22	6900-80123			173,544.00
Total	2,426,575.48	2,426,575.48	706,410.50	-		970,048.45	576,572.53	173,544.00
Available to be committed in FY 22-23	3,858,522.65							
		·		·•			2-23 Expenditu	
FY 22-23	Project Amt	Fund Total	Project Bal	Fiscal Yr	Acct Code	GF-FD 121	UF-FD 125	Tour FD 205
Available to be committed in FY 22-23	3,858,522.65							
FY 21-22 Carry Over Projects								
BAO8-Ord 2022-23 - PD Tasers & Dispatch Station-2102			33,780.94	FY 21-22	2102-21700			
BAZ1-Ord 2022-21 - PD Roof-71300			77,214.19		2101-71300	42,435.53		
BA12-Ord 2022-11 - Golf Course Equipment - 59100			224,141.53		4502-71200	66,255.90		
Parks Replacement Project			37,191.36	FY 21-22	4503-59100			
General Fund ARP Projects								
Appropriated in the FY 22-23 Budget								
Door Access Project	20,670.00				1030-22600			
COVID Clinic	100,000.00				1030-31400			
Broadband Initiative Cash Match	341,458.00				1030-31400			
Time & Attendance Software	58,542.00				1030-31400			
Door Access Project PD Canopy	10,311.24 150,000.00				1030-31400 2101-71300	75 101 00		
нь сапору	150,000.00				2101-71300	75,181.00		
FY 22-23 - Projects Already submitted through Budget Amendment								
BA24-Ord 2022-24 - Jet Engine Program-Transfer to Fund 123			150,000.00		6900-80123			
Fire Roof Repair	25,000.00		•		2200-41100			
BA37 - Study & Phase 1 Buildout of Parking areas DKP			150,000.00		4503-59100			
Dr Pepper Bidg-Acces Hardware/New Door	45,000.00				2101-71300			
N. B. I. I. Even en								
New Projects - FY 22-23	75 000 00				2200 41100			
Fire Vehicle Maintenance	75,000.00 150,000.00				2200-41100 2200-31400			
New Fire Station Design Plans Hospital Abatement & Demolition	450,000.00				1030-31400			
Demo Abandoned Structures	96,000.00				1603-31400			
Parks Walking Traff	175,000.00				4503-59113			
Parks Walking Hall Parks Lighting Ball Fields	250,000.00				4503-59113			
Parks Flag Poles	25,000.00				4503-59113			
Public Works Remodel		2,021,981.24			3000-71300			
UF ARP Projects								
Garver Study Carry Over			34,082.48		7001-54300			
Water Meter Funding	1,000,000.00				6001-54300			
Water Well #14 Pump House Rehab	150,000.00				6001-71300			
Sewer Smoke Testing	200,000.00				7001-31400			
WW Plant Expansion Match Funds		1,836,541.41			7001-31400			
Total Committed In FY 22-23	3,858,522.65	3,858,522.65				183,872.43	0.00	0.00
Available to Committ	0.00							
General Fund ARP Projects		3,664,357.71						
Utility Fund ARP Projects		2,447,196.42						
Tourism Fund ARP Projects		173,544.00						
Total ARP Funding		6,285,098.13						
ARP Funding Allocation recorded in GL:								
General Fund		2,410,975.92						
Utility Fund		3,700,578.21						
Tourism Fund		173,544.00						
		6,285,098.13						
ARP Funding Reallocation Needed:								
General Fund		1,253,381.79						
Utility Fund	,	(1,253,381.79)						
		0.00						

AGENDA ITEM #6

City of Kingsville Finance Department

TO: Mayor and City Commissioners

CC: Mark Mc Loughlin, City Manager

FROM: Charlie Sosa Purchasing Manager

DATE: September 27, 2022

SUBJECT: Enterprise Equity Lease of 12 New Vehicles for Utilities Division

Summary:

This item authorizes the City Manager to approve and enter a Master Equity Lease Agreement and a Maintenance Agreement and amendments to each of those two documents, consisting of 12 New Service Trucks for the Utility Division through Enterprise Fleet Management through TIPS Purchasing Cooperative Contract #190402 for the Public Works Department.

Background:

The new service trucks will replace older vehicles that require periotic maintenance and service, causing downtime on responding to callouts for water and wastewater department. The existing service vehicles will be repurposed to other departments such as streets, landfill, parks, and health departments. Please see attachment for list of vehicles.

Financial Impact:

Funds are available through 106-5-2200-71100 Vehicle Replacement Fund, Year One of which \$89,642.00 are budgeted this fiscal year. The amount of the lease will be \$86,160.79 for first year.

Recommendation:

It is recommended the City Manager to approve and enter a Master Equity Lease Agreement, a Maintenance Agreement, and amendments to each of those two documents for 12 New Service Trucks for the Utility Division through Enterprise Fleet Management through TIPS Purchasing Cooperative Contract # 190402 for the Public Works Department. TIPS is a member of the Purchasing Cooperative which meets Local government code 271 Subchapter F allows for the use of a cooperative purchasing program, specifically 271.102 (c), states, "A local government that purchases good and service under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods and service." Therefore, competitive bidding statutes have been met.



p.lofa

enterprise

FLEET MANAGEMENT

Quele #	Year	Model	: Atter Market Equipment	Engine
6790916	2023	F-150 XL 4x2 Crew Cab 6.5ft Box	None	99P V6 Ga
6612520	2023	F-250 XL 4x2 Crew Cab 8 FT Box 176 in WB SRW DIESEL	Dakot 8 ft Service body, shelving and dividers. Lights Package - 8 Amber and 8 Biue Optic lights	99T Võ Diesel
6612530	2023	F-250 XL 4x2 Crew Cab 8 FT Box	Lights Package - 8 Amber and 8 Blue Optic lights	996 V8 Ga
6612485	2023	F-350 XL 4x2 Crew Cab 8 FT Box DIESEL	none	99T V8 Diesel
6612509	2023	F-350 XL 4x2 Reg Cab 8 FT Box	CargoMaster Electric Truck Crane 1000Lb Capacity 12 Volt Winch	996 V8 Ga
6794233	2023	F-250 XL 4x2 Reg Cab 8 FT Box	None	996 V8 G

City of Kingsville	
Menu Pricing	
Equity Lease Menu Pricing	

Equity Lease Metal Chang					
emality	Teim	t stimated Annual Mileage	Monthly Gost (Lease Rate)*	Full Maintenance	Ampuat Gost Including Maintenance
3	60	10,000	\$743.33	\$44.92	\$9,459.00
3	60	10,000	\$1,289.31	\$52.44	\$16,101.00
1	60	10,000	\$906.54	\$41.61	\$11,377.80
1	60	10,000	\$1,055.53	\$57.79	\$13,359.84
2	60	10,000	\$844.39	\$44.85	\$10,670.88
2	60	10,000	\$765.07	\$41.61	\$9,680.16
		1			

Annual Lease Payment	
Annual Maintenance Cost	_
Total Annual Cost with Maintenance	

Total Annual One Time Aftermarket Cost

Total Equity on Replacements
Total Equity of leases at term

*Lease rates are based upon facto
**Maintenance includes one set of
Pricing does not include any appli
Pricing does not include expected



il soonal cost or quantity	Est, Delivery month	Fat number of Months in fiscal 28	rotal fixed 20 payments	Mant Yearly on the	Cost of Attenuesket	One Time Aftermarket Cost (By Quantity)	RDV at Torns	Resalt Value at Term	Equity Fer Vehicle	Equity per Quantity
\$28,377.00	February/March	8	\$18,918.00	\$1,617.12	s -	\$ -	\$10,244.55	\$25,479.91	\$15,235.36	\$45,706.08
\$48,303.00	May (with AME Install)	5	\$20,126.25	\$1,887.84	\$ 15,560.00	\$ 3,890.00	\$13,256.60	\$34,116.16	\$20,859.56	\$62,578.68
\$11,377.80	April/May	6	\$5,688.90	\$499.32	\$ 2,565.00	\$ -	\$12,857.20	\$22,224.94	\$9,367.74	\$9,367.74
\$13,359.84	March/April	7	\$7,793.24	\$693.48	s -	s -	\$14,976.00	\$32,000.00	\$17,024.00	\$17,024.00
\$21,341.76	April/May	. 6	\$10,670.88	\$1,076.40	\$ 2,825.00	s -	\$11,973.60	\$21,000.00	\$9,026.40	\$18,052.80
\$19,360.32	March/April	7	\$11,293.52	\$998.64	\$ -	\$ -	\$10,844.90	\$20,250.92	\$9,406.02	\$18,812.04

\$132,911.88	1
\$6,772.80	
139,684.68	

\$11,670.00

\$0.00 \$171,541.34

2023 Cost with Maintenance	\$74,490.79
Total Annual One Time Aftermarket Cost	\$11,670.00
Total	\$86,160.79

""Model Year 2023 pricing is not currently available. Pricing is estimated based on current MY22 invoice levels plus a 10% increase \$0 incentives. EFM pricing will be amended once the manufacture releases the final invoice price and incentives. Based on 10% increase and \$0 incentives we observe these are very conservative estimates in hopes the budget goes down. - QUOTED AFTERMARKET IS ESTIMATES BASED ON FINAL SPEC IF CITY UPGRADES AFTERMARKET WITH VENDOR THIS PRICING WILL CHANGE

order pricing and miles per year akes and no tires ble taxes turn on equity at end of lease



City of Kingsville, TX

Budget Report

Account Summary

For Fiscal: 10/2022-09/2023 Period Ending: 10/31/2022

Fund: 106 - VEHICLE REPLACEMENT FLEET MGMT FUND-PW UF

36								
200-71100 Vehicle		89,642.00	89,642.00	0.00	0.00	0.00	89,642.00 100.00%	100.00%
m	Expense Total:	89,642.00	89,642.00	0.00	0.00	0.00	89,642.00 100.00%	100.00%
Fund: 106 - VEHICLE REPLACEMENT FLEET MGMT FUND-PW UF Total:	-PW UF Total:	89,642.00	89,642.00	0.00	0.00	0.00	89,642.00 100.00%	100.00%
	and the same of th							

Original Total Budget

Current Total Budget

Period Activity

Fiscal Activity

Encumbrances

Variance
Favorable Percent
(Unfavorable) Remaining

Report Total:

89,642.00

89,642.00

0.00

0.00

0.00

89,642.00

100.00%

10/13/2022 1:06:07 PM Page 1 of 3

For Fiscal: 10/2022-09/2023 Period Ending: 10/31/2022

Group Summary

	Fun	Expense	Fund: 106 - VEHICLE REPLAC	Account Type	
Report Total:	Fund: 106 - VEHICLE REPLACEMENT FLEET MGMT FUND-PW UF Total:		Fund: 106 - VEHICLE REPLACEMENT FLEET MGMT FUND-PW UF		
89,642.00	89,642.00	89,642.00		Original Total Budget	
89,642.00	89,642.00	89,642.00		Current Total Budget	
0.00	0.00	0.00		Period Activity	
0.00	0.00	0.00		Fiscal Activity I	!
0.00	0.00	0.00		Fiscal Activity Encumbrances	
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Page 2 of 3

Fund Summary

100.00%		0.00	0.00	0.00	89,642.00	89,642.00	Report Total:
100.00%	89,642.00 100.00%	0.00		0.00	89,642.00	89,642.00	106 - VEHICLE REPLACEMENT FLI
Remaining	(Unfavorable) Remaining	Encumbrances	Activity	Activity	Total Budget	Total Budget	Fund
Percent	Favorable		Fiscal	Period	Current	Original	
	Variance						

10/13/2022 1:06:07 PM

The Interlocal Purchasing System

Purchasing Made Personal



Printed 21 September 2022

www.efleets.com



Enterprise Fleet Management

EMAIL PO DIRECTLY TO VENDOR IN CORRELATION WITH YOUR SIGNED QUOTE PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

PAYMENT TO TIPS CONTACT

ADDRESS 1420 W. Mockingbird Lne. #640 NAME Charlie Martin

CITY Dallas PHONE (866) 839-8477

STATE TX FAX (866) 839-8472

ZIP 75247 EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

Enterprise Fleet Management is a full-service fleet management business for governmental entities and companies with small and medium-size fleets. Enterprise Fleet Management supplies most makes and models of cars, light- and medium duty trucks and service vehicles across North America. The company is owned by the Taylor family of St. Louis, who, through regional subsidiaries, also own and operate Enterprise Rent-A-Car':s extensive network of more than 5,500 neighborhood and airport branch offices, all located within 15 miles of 90 percent of the U.S. population. Services offered by Enterprise Fleet Management include: • Acquisition. Helps businesses acquire fleet vehicles in the most cost effective and efficient manner. • Funding. Offers flexible terms that can lessen the amount of debt on your company \$\\$439:s balance sheet as compared to traditional loans. \$\\$bull: Registration and Renewal. Handles the license and registration process across all 50 states • Remarketing, Helps businesses sell vehicles across all available channels while ensuring the best market price. • Online Reporting. Customized reports allow clients to view their data in a way that best suites their needs. • Maintenance. Offers the industry's most extensive full-maintenance program, extending maintenance covera; to virtually all makes of cars, light duty trucks, and service vehicles, as well as many diesel engine vehicles. • Fuel Management. Offers one customized card to suit all of your fueling needs authorized for use at most fueling stations around the country. Environmental Services, www.drivingfutures.com/fleetmanagement &bull: Vehicle Cycling/Fleet Optimization &bull: Emerging Fuel and Engine Technologies • Offsetting Greenhouse Gas Emissions • Fleet Emission Footprint Analysis « Additional services include risk management programs, driver safety program, fleet rental programs, and moi With 58 fully-staffed office nationwide, Enterprise Fleet Management has been recognized with the Automotive Service Excellence (ASE)

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
190402	Fleet Leasing and Management	07/31/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

190402

Dain Giesie Assistant Vice (314) 274-5428 Dain.E.Giesie@efleets.com

Michelle Rojas Business Analyst (314) 274-4556 michelle.m.rojas@efleets.com



MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this <u>1st</u> day corporation ("EFM"), and <u>City of Kingsville</u>	of October, 2022, by Enterprise Fleet Management, Inc., a Missour ("Lessee").
WITNESSETH	

- 1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the 1st day of October, 2022, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials:	EFM	Lessee
illitiais.	LI IVI	F62266

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

- 7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.
- 8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.
- 9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.
- 10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

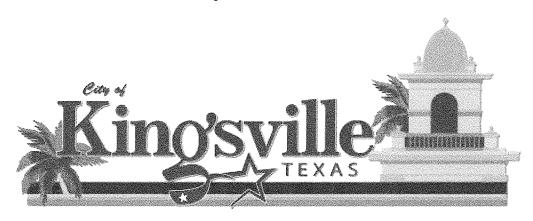
IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:	City of Kingsville, Texas		EFM:	Enterprise Fleet Management, Inc.
Signature:		. :	Signature:	
By:		i	Ву:	Paul Shurtleff
Title:			Title:	Regional Sales Manager
Address:	400 W. King Ave.	1	Address:	1505 Harry Wurzbach
Address.	Kingsville, TX 78363	,	nuui 633.	San Antonio, TX 78209
Attention:		· /	Attention:	
Fax #:		F	- ax #:	
Date Signed	l:,	[Date Signed	:

Initials: EFM Lessee



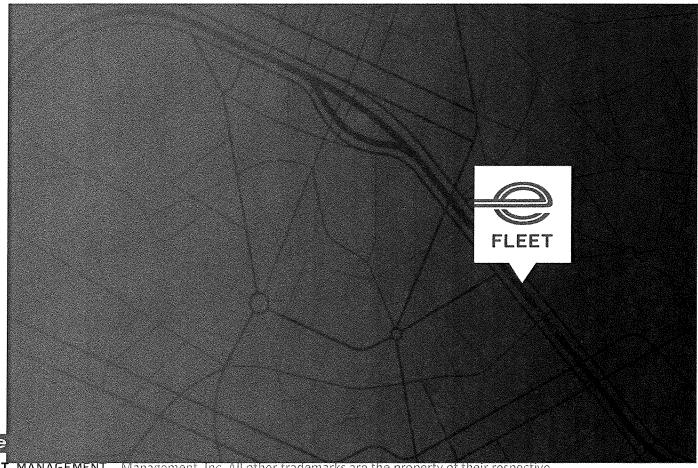
Prepared For:



Ricardo Garcia Mancilla FLEET CONSULTANT

956-239-5571 PHONE

Ricardo.G.Mancilla@efleets.com **EMAIL**



FLEET MANAGEMENT Management, Inc. All other trademarks are the property of their respective

FLEET SYNOPSIS | CITY OF KINGSVILLE

THE SITUATION

Current fleet age is negatively impacting the overall budget and fleet operations

- 84 out of the 144 vehicles owned by the city are currently 10 years or older
- 10.5 years is the current average age of the fleet
- 14.4 years time it would take to cycle the entire fleet at current acquisition rates
- Older vehicles have higher fuel costs, maintenance costs and tend to be unreliable, causing increased downtime and loss of productivity.

THE OBJECTIVES

Identify an effective vehicle life cycle that maximizes potential equity at time of resale creating a conservative savings of over \$1,013,101 in 10 years

- Shorten the current vehicle life cycle from 10.5 years to 3.68 years
- Provide a lower sustainable fleet cost that is predictable year over year
- Free up more than \$231,113 in capital from the salvage of 64 vehicles in the first year
- Significantly reduce Maintenance to an average monthly cost of \$52.42 vs. current \$110
- Reduce the overall fuel spend through more fuel-efficient vehicles
- Leverage an open-ended lease to maximize cash flow opportunities and recognize equity.

Increase employee safety with newer vehicles

- Currently:
 - 18 or 12% vehicles predate Anti-Lock Brake standardization (2007)
 - 66 or 46% vehicles predate Electronic Stability Control standardization (2012)
 - ESC is the most significant safety invention since the seatbelt
 - 123 or 85% vehicles predate standardization of back up camera (2018)

Piggyback The Sourcewell, TIPS USA or E&I awarded RFP that addresses the following:

- Access to all fleet management services as applicable to the needs of the City of Kingsville.
- Supports the City of Kingsville's need for fleet evaluation on a quarterly basis assessing costs and reviewing best practices

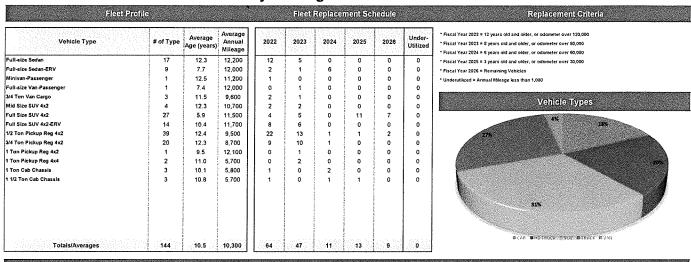
THE RESULTS

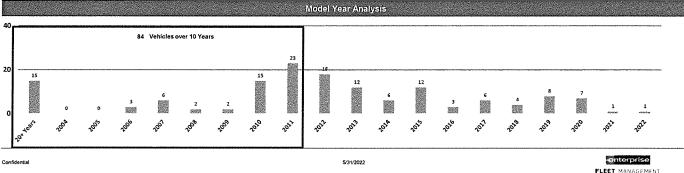
By partnering with Enterprise Fleet Management, a conservative estimation is that the City of Kingsville will reduce their fuel costs by 23% or \$128,354. The City of Kingsville will also reduce maintenance costs by approximately 52% or \$99,505. Leveraging an openend lease maximizes cash flow and recognizes equity from vehicles sold. Furthermore, the City of Kingsville will leverage Enterprises Fleet Management's ability to sell vehicles at an average of 13% above Commercial Value Index. By shifting from reactively replacing inoperable vehicles to planning vehicle purchases, City of Kingsville will be able to replace 64 of its oldest vehicles within a year, turning 44% of their vehicles into newer, safer, more efficient models. While saving \$1,013,101 over a 10-year span with an average sustainable annual savings of \$74,036.



SUPPORTING EVIDENCE | CITY OF KINGSVILLE

City of Kingsville - Fleet Profile





City of Kingsville - Fleet Planning Analysis

Current Fleet	144	Fleet Growth	0.00%	Proposed Fleet	144
Current Cycle	14.40	Annual Miles	10,300	Proposed Cycle	3.68
Current Maint.	\$110.00			Proposed Maint.	\$52.42
Maint. Cents Per Mile	\$0.13	Current MPG	10	Price/Gallon	\$3.75

Fleet Costs Analysis

		Fleet Mix					FI	eet Gost				Annual	
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease*	Equity (Owned)	Equity (Leased)	Maintenance	Fuel	Fleet Budget	Net Cash	31%
Average	144	10.0	144	0	337,702	0			190.080	558.200	1,083,982	0	
'22	144	64	80	64	0	492,298	-231,113		145,856	499,154	906,195	177,787	and the second second
'23	144	47	33	111	ō	865,136	-468,733	-21,425	113,378	457,261	945,618	138,364	LUVA
'24	144	13	22	122	Ó	961,529	-169,426	-504,318	105,777	447,456	841,017	242,964	
'25	144	50	9	135	0	1,139,291	-248,153	-459,326	96,794	435,868	964,475	119,507	
'26	144	42	0	144	0	1,168,578	-131,740	-435,576	90,575	427,846	1,119,683	-35,702	
'27	144	31	0	144	0	1,168,578		-899,243	90,575	427,846	787,756	296,225	
'28	144	63	0	144	0	1,168,578		-709,738	90,575	427,846	977,261	106,720	
'29	144	51	0	144	0	1,168,578		-71,756	90,575	427,846	1,615,242	-531,262	
'30	144	5	0	144	0	1,168,578		-710,086	90,575	427,846	976,913	107,068	■ Fuel Maintenance
'31	144	49	0	144	0	1,168,578		-994,448	90,575	427,846	692,551	391,429	
									1) Year Savin	gs	\$1,013,101	Avg. Sustainable Savings \$

Current Fleet Equity Analysis

YEAR	2022	2023	2024	2025	2026	Jnder-Utiliz
QTY	64	47	11	13	9	0
Est \$	\$3,611	\$9,973	\$15,402	\$19,089	\$14,638	\$0
TOTAL	\$231,113	\$468,733	\$169,426	\$248,153	\$131,740	\$0
	Estimate	d Courses St	eta Eguntaria		\$1 249	164

^{*} Lease Rates are conservative estimates

and can be adjusted after physical inspection

Lease Maintenace costs are exclusive of tires unless noted on the lease rate quote.

KEY OBJECTIVES

Lower average age of the fleet
58% of the current light and medium duty fleet is over 10 years old

Resale of the aging fleet is significantly reduced

Reduce operating costs

Newer vehicles have a significantly lower maintenance expense

Newer vehicles have increased fuel efficiency with new technology implementations

Maintain a manageable vehicle budget Challenged by inconsistent yearly budgets Currently vehicle budget is underfunded







^{**}Estimated Current Fleet Equity is based on the current fleet "sight unseen"

MEDIA & CASE STUDY | CITY OF KINGSVILLE

CASE STUDY | CITY OF FREDERICKSBURG, TX



City lowers fleet maintenance costs by \$127K with Fleet Program.

BACKGROUND

Location Fredericksburg, TX Industry. Total vehicles: 75 vehicles

THE CHALLENGE

Each year, the City of Fredericksburg was faced with high vehicle repair and maintenance costs for an aging fleet. The City's 75 vehicles had an average age of 12 years resulting in unexpected maintenance issues each year. The City was spending \$153,300 per year on fleet maintenance, averaging over \$2,000 per truck. Searching for solutions within their budget, the city needed to make managing their vehicles. easier, from purchasing to maintenance and driver fueling options.

THE SOLUTION

Enterprise Fleet Management presented a proactive fleet replacement plan to the City of Fredericksburg that would reduce the average age. of their fleet by 60% helping reduce operational and maintenance expenses. With integrating newer vehicles into the City's floet, employees would drive safer, more reliable vehicles with minimal maintenance needs. Long-term, this plan has helped save an average of \$29,284 per year in fleet related expenses.

"We have truly enjoyed the partnership with Enterprise Fleet Management. Things are much easier to manage now, and we are saving money on vehicle maintenance."

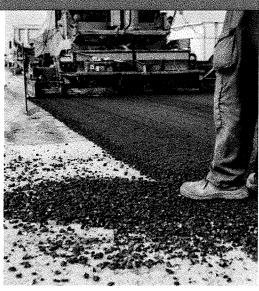
Boan Peters, Programs Manager

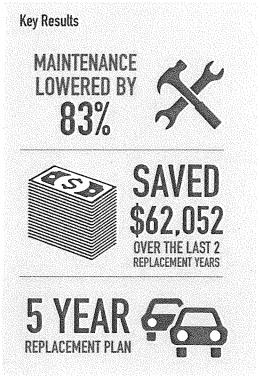
Enterprise Fleet Management also recommended replacing all vehicles owned by the city within a 5-year time frame. This approach will help The City lower maintenance expense from \$153,300 per year to \$26,016 per year.

THE RESULTS

Since their partnership began 4 years ago, Enterprise Fleet Management has helped The City of Fredericksburg transition their fleet vehicles from an average age of 12 years to 4. The City has experienced a significant reduction in costs associated with their fleet program and a decrease in employee downtime. This is due to The City putting their trust in the local Enterprise Fleet Management team's expertise and the fleet planning analytics backing each recommendation. The partnership has given the City visibility into all vehicle costs and budget accordingly.

To learn more, visit effects.com or call 877-23-FLEET.







SUPPORTIVE EVIDENCE | CITY OF KINGSVILLE

SAFETY

- 12% (18) of your Vehicles are older than 2007 and do not contain the most up to date safety features, such as Anti-Lock System and Side-Airbag standardization
- 46% (66) of your vehicles are older than 2012 and predate standardization Electronic Stability Control. According to the Highway Traffic Safety Administration, this most important safety feature since the seatbelt.

ACCOUNT MANAGEMENT

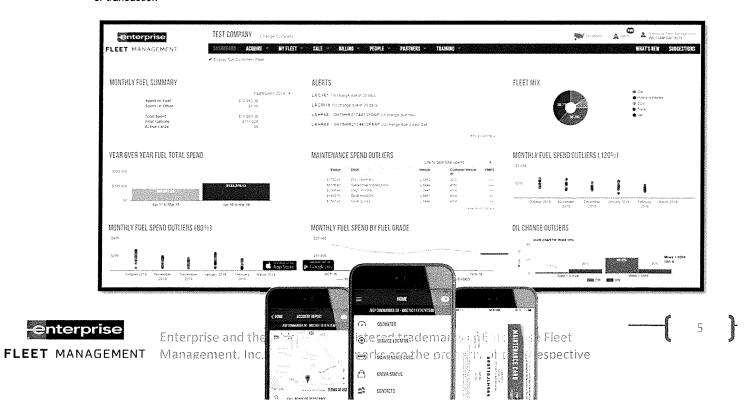
The City of Kingsville will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Client Strategy Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Client Strategy Manager will provide on-going analysis this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all the convenience and functionality they need.

- Consolidated Invoices Includes lease, maintenance, and any additional ancillaries
- Maintenance Utilization Review the life-to-date maintenance per vehicle
- Recall Information See which units have open recalls
- License & Registration See which plate renewals are being processed by Enterprise and view status
- Alerts Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- Lifecycle Analysis See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES | CITY OF KINGSVILLE

SOME OF OUR CURRENT PARTNERS

City of Victoria City of Brownsville City of Fredericksburg City of Pleasanton

City of Navasota City of El Campo

City of New Braunfels

City of Pharr City of San Juan **Nueces County** Webb County

Harris County Hidalgo County Gillespie County

West Travis County Public Utility Agency

Travis County WCID No. 17

New Caney Independent School District Deer Park Independent School District

Port Neches-Groves Independent School District

Vidor Independent School District

Texas A&M University

REFERENCES

Below is a list of six client/customer references including company name, contact person, and telephone number.

Company Name: City of Pleasanton

Business Phone #: 830-570-4849 or jhuizar@pleasantontx.gov

Contact Person: Johnny Huizar - City Manager

Company Name: City of Fredericksburg Business Phone #: 830-998-5842

Contact Person: Brian Peters - Public Works Construction Inspector

Company Name: City of Navasota

Business Phone #: 936-825-6475

Contact Person: Lance Hall - Finance Director

Company Name: City of Brownsville

Business Phone #: 956-551-4188

Contact Person: Elizabeth Walker - Asst. City Manager

Company Name: City of Pharr

Business Phone #: 956-402-4000

Contact Person: Ed Wylie - City Manager

Company Name: City of El Campo

Business Phone #: 979-541-5004

Contact Person: Courtney Sladek- City Manager





4845 US Hwy 271 North | Pittsburg, TX 75686

www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

March 27, 2019

Pittsburg Gazette 112 Quitman Street Pittsburg, TX 75686

The following is information for the Ad from TIPS for April 2019.

Electronic tear sheets are required for this ad.

Please email affidavits and tear sheet copies to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Please print the following **LEGAL NOTICE** on **April 4, 2019** and **April 11, 2019**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at <u>www.tips-</u>usa.com for the following categories:

RFP# 190401 – Furniture, Furnishings and Services (3)

RFP# 190402 - Fleet Leasing and Management

Proposals are due and will be opened on May 17, 2019, at 3:00 pm local time. Awards are tentatively scheduled for June 27, 2019 by the Region 8 ESC Board, 4845 US Highway 271 North, Pittsburg, Texas 75686.

Call 866-839-8477 for problems with website or questions.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center 4845 US Hwy 271 North | Pittsburg, TX 75686 Ph: 866-839-8477 | Fax: 866-839-8472 www.tips-usa.com | kristie.collins@tips-usa.com

The Pittsburg Gazette

AFFIDAVIT

State of Texas (County of Camp)

Before me, the undersigned authority, on this day personally appeared CHELSEY ELROD, ADVERTISNG MANAGER of The Pittsburg Gazette, a weekly newspaper of general circulation published at Pittsburg in Camp County, Texas, who deposes and says that the advertisement was published in the regular issues of The Pittsburg Gazette on April 4, 2019 and April 11, 2019. THE INTERLOCAL PURCHASING SYSTEM NOTICE

STATE OF TEXAS COUNTY OF CAMP

Sworn to and subscribed before me on this 29 day of Hpri

KEILANI SAMANTHA CHEEK Notary ID # 130739726 My Commission Expires

Júly 14, 2020

2019, by Chelsky

My commission expires: 7-14-2020

Deadline Friday at 4 p.m. To place an ad, call 903-856-6629

★★ Be Your Own Boss ★★★ **Choose Your Own Routes!**

Looking for COL drivers to deliver new trucks all over the country, starting in Laredo, TX. Experience preferred. Must have 961 physical and be

willing to keep logs. No Buis in last 10 years, clean MVR. Quality Drive-Away

Apply Online at www.qualitydriveaway.c or call 574-642-2023

GARAGE SALES

YaRd SaLe 619 Daingerfield St (Hwy 11)

April 13 Saturday • 7 am rAiN oR sHiNe!

Work in the

great outdoors!

Farm & Ranch/ Land Development HELP NEEDED.

HELP NEEDED.
Must be able to
operate farm tractors
& other small
equipment and tools,
IMMEDIATE OPENINGS
CALL NOWI

469-283-1314

E-Z SELF STORAGE Hwy 271, Pittsburg 903-656-3611 Clean, Insulated, card operated security gates, 24 hour access. Moving upplies and U-Haul Deale

INDOOR Multi Family

GARAGE SALE
Thurs.-Sat. • April 11-13
'rom dresses, shoes, household
ems, and many sizes of clothes
482 FM 1519 H. • Leesburg

Take Hwy, f1 to Leesburg n right on 1519 N. by ceme first building on left.

HELP WANTED

HELE PROMISE A MERICALLY OCCUMENTED disability and would like to work part then on an outside work creer, call Mark 903-856-8922 between 6 am and 2 pm. h friday. Or come in and

y through Friday. Or come

ittsburg Storag

Sizes from 5x10 to boat size.

903-856-3491

HELP WANTED

STORAGE

TH:

The Camp County Commissioners Court is accepting scaled bids for interior painting, Bid specifications can be picked up at the County Judge's Office in Room 303 of the Camp County Courthouse, Scaled bids must be submit-

ted to the County Judge's Office in Room 303 of the Camp County Courthouse by 5:00 pm April 23, 2019. Scaled bids will be opened and considered by the Commissioners Court at their regular meeting at 8:30 am April 24, 2019.

Any questions should be directed to the Camp County

Judge's Office at 903-856-3845.

The Interlocal Purchasing

System (TIPS) has posted

following categories:

REP# 190401 - Furniture

Furnishings and Services (3)

RFP# 190402 - Fleet Leas-

ing and ManagementPro

posals are due and will be

opened on May 17, 2019, at

3:00 pm local time. Awards

aretentatively scheduled for

lune 27, 2019 by the Region

8 ESC Board, 4845 US High-

way 271North, Pittsburg,

Call 866-839-8477 for

problems with website or

Application has been made

with the Texas Alcoholic

Beverage Commission for

a Wine & Beer Retailer's

Off-Premise Permit by Topps

Mart, to be located at 310 S.

Greer Blvd., Pittsburg, Camp

County, TX 75686. Manager/

Everyone's

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something.

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The Pittsburg

Grizette

เยเษาแยนสม

856-6629

Member of the said entity: Chamal S. Kahanawita

Food & Fuel LLC (dba) Pitts

Texas 75686.

questions.

Legal Notice

procurement solicitations at ww.tips-usa.com for the

Highway 11

Treasure Trails

Historic

Bring a truck, bring a trailer, bring your friends!

This Weekend! April 11-13

The Historic Highway 11 Treasure Trails is a three-day, 80-mile yard sale/flea market centered around six historic Texas towns: Sulphur Springs, Winnsboro. Pittsburg, Daingerfield, Hughes Springs and Linden. Each town is unique, as are the treasures waiting to be found!

PITTSBURG SALE LOCATIONS

- "Junk in the Trunk" 115 N. Compress Street, Pittsburg
 God's Closet 129 Jefferson
- God's Closet 129 Jeffersi Street, Pittsburg 1624 Loop 179, Pittsburg 335 Daingerfield Street, Pittsburg (Friday & Saturday only) 646 Quitman Street
- 207 Kent Drive, Pittsburg
 482 FM 1519 N, Leesburg (indoor sale) 425 Outman Street.
- Pittsburg (Saturday only)

 12212 Highway 11 West,
- 3599 State Highway 11
 West, Pittsburg

@ Historic Highway 11 Treasure Trails



To advertise your GARAGE SALE

call 903-856-6629 TEXAS STATEWIDE CLASSIFIED ADVERTISING NETWORK T

TexSCAN Week of April 7, 2019

ACREAGE

21.88 acres, Menard/Eldorado, Genily rolling with beautiful oak tree cover Whiteful, blackback axis hogs and tankey \$3,450 here, fixed rate 50 yr owner financing with 5% down payment, 800-876-9720. www.ranchenterpriseshd.com

EVENTS

Buda Lions Country Fair and Wiener Dog Races. April 27-28, Bock's Backyard, FM 1626, Buda. TX. For more info, visa www.budalous.com.

Hearne - Crossroads Home Town Festival, April 13. 2019. Hearne, TX. Festival opens at 10 a.m. Dance 8-11 p.m. Kids zone, five entertainment, food & naire, www.cressroadshometownfestival.com.

New Braunfels Area Car Club Swap Meet, April 19-21, Comal County Fairgrounds, 801 E. Common St., New Brigafels. No dogs please www.newbrannielsareacaretub.com

McOnceney - Texas Repule Expo April 13-14, 10 a.m.-S. p.m., Lions Club, 3211 FM 78. McQueency, TX. Adults \$10, \$5 for kids under 10. 501-454-9357.

Mount Vernon - 15th Annual Iour de Cypress Ride, Sat, April 20, Enjoy a Franklin County weekend of activities. Hike Ride, Music and Barbecue, 10, 20 45, 52 Mile and 100K rides. Heartiful toutes past Exotic Animal Farm and Lake Cypress Springs www.tourdecypress.com.

Seguin - 49th Texas Ladies State Club Championship, Sat. April 13, 10 a m -9 p m. Max Starcke Park Cast Seguin, TX, Chili, Craft and Food Vindors, Music, Silent Auction, Raffles, Franily Find' Judging begins

Be Your Own Bosse Get Paid to See the Country' at 12:30 p.m. Sign up to be a judge at https://www. tlseco.com/chili-judges-ureded hunt, 839-401-5000. vivilsegum com.

ARROWHEADS

Indian Arrowheads Wanted, Point types Clovis Firstview, Eden, Midland, Vanta, Cody, all nice Alibates Points, Must be authentic, unbroken. Top SS paid X2 Call 979-218-3351 or text photos

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Donate a boat or carteday to Boat Angel. 2-Night Free Vacation Sportsored by Boat Angel Outreach Centers to stop crimes against children 800-700-BOAT.

HEAVY EQUIPMENT

Absolute Public Auction, Houston, TX, Thurs. April 11, 2019, 2076 Selden Rd., 9:00 A.M. 150-Fractors & Traders, Late Model Conventional Tractors Aluminum Vans, Reefers, Tankers, Flatbolk & More, 409-316-4935, www.taylorundmartin.com, Texas Auct. No. 15825, 17454, 17456, 18027, 18031

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We buy oil, gas & material rights. Hoth non-producing and producing including non-Porticipating Roy alsy Interest (NPRI). Provide we your desired price for an offer evaluation, 806-620-1422, Lobo Macral M. L. Carriero, and S. C gmail.com Lobo Minerals, LLC, PO Box 1800 Lubbock, 1X 29408-1800

MISC FOR SALE

Kill Bod Bugs! Buy Harris Bed Bug Killers, Mattress Covers, Kas, Available: Hardware Stores, The Home Depot, homedepot com

TRUCK DRIVERS

De four Orn Jose (et also to see an extension) quality Drives-Away is looking for CDL Drivers to Deliver Trucks! www.qualitydriveaway.com. 534-642-2023.

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SERVICES



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EFFICIENCY **APARTMENTS**

300 mo. \$200 dep. Call David at 903-767-2511

STRUBE PROPERTIES 903-856-6606 BR - Northtown Ap 1 BR - Village Apts

PERSONAL

Old fashloned country girl with good values looking for country boy with good values. Responsible and honest. Not overweight and not overly spiritual, 70-75 ages, 903-717-8102

Walker Creek Village 22 PR 54607 Pittsburg, TX 75686 903-855-0311

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- Apartments CH/A Patio
- Appliances
 W/D connections
 On-Site Laundry
 Community Room
- Social Services
- Office Open 8-5 Weekdays Equal Housing Handicap
 Opportunity Accessible

The Gazette

LOST DOG



since Friday April 5th. Last seen on fm 96. He has no collar and a white short tail. Will respond to the name DURZO. He lives at 389 cr 2113 Atlanta to 75551 near Antioch Baptist church. Please contact Seth or Lia Parker by text or call. 903-748-7572 or 903-360-3076. He is precious to us and our children. Please help us

iS)

15th Annual Tour de Cypress Ride Mount Vernon, Texas

Saturday, April 20, 2019 10, 30, 45, 52 Mile and 100K Rides

Benedial Routes part Exosis Animal Fare and Lake Cypress Springs

Enjoy a Franklin County westend of activities: 20th Ride, Husic, and Barbette





Street Dance 8:00 p.m. 11:00 p.m. Kids Zone, Live Entertainment, Food & More For More Info: www.crossroadshometownfestival.com

New Braunfels Area Car Club SWAP MEET April 19-21, 2019

Comal County Fairgrounds 801 E. Common Street • New Braunfels www.newbraunfelsareacarclub.com No Dogs Please



LOBO MINERALS, LLC

The Interlocal Purchasing

RFP# 190401 - Furniture

categories:

System (TIPS) has posted pro-curement solicitations at www. tips-usa.com for the following

Region 8 ESC Board, 4845 US

Highway 271North, Pittsburg, Texas 75686.

Call 866-839-8477 for prob-

lems with website or ques-

Application has been made with the Texas Alcoholic Bev-

erage Commission for a Wine & Beer Retalier's Off-Premise

Permit by Topps Food & Fuel LLC (dba) Pitts Mart, to be

located at 310 S. Greer Blvd.

Pittsburg, Camp County, TX 75686, Manager/Member of the said entity: Chamal S.

Legal Notice

Kahanawita

TH:

NOTICE OF FINDING OF NO SIGNFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

April 4, 2019 City of Pittsburg 200 Rusk Street Pittsburg, Texas 75686

903-856-3621

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Pittsburg.

REQUEST FOR RELEASE OF FUNDS

On or about April 23, 2019 the City of Pittsburg will submit a request to the Texas Department of Agriculture (TDA) for the release of Community Development Block funds under Section 104(f) of Title I of the Housing and Community Development Act of 1974 as amended, to undertake a project known as water improve-ments, under TxCDBG Contract #7218369.

Contractor shall replace water lines to increase pressure and comply with TCEQ regulations. Contractor shall replace 4,000 linear feet of 6-inch water main, gate valves, boring, hy-drants, service reconnections, pavement repair, and all associated appurtenances. Project will also include all associated administration and engineering services. Construction will take place along Terry Street from Victory Street to Garver Street, Garver Street from Terry Street to Victory Street, Victory Street from Garver Street to Daphine Street, Daphine Street from Victory Street to Montgomery Street, Montgomery Street from Daphne Street to Williams Street, and Gayla Street from Victory Street to Montgomery Street.

This project will be funded with TxCDBG Grant funds in the amount of \$275,000 and \$41,250 in other funds, for a total of \$316,250.

FINDING OF NO SIGNIFICANT IMPACT

The City of Pittsburg has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the City Hall, 200 Rusk Street, Pittsburg, Texas and may be examined or cop-ied weekdays 8:30 A.M to 4:30 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Pittsburg, All comments received by April 22, 2019 will be considered by the City of Pittsburg prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

ENVIRONMENTAL CERTIFICATION

The City of Pittsburg certifies to TDA that David Abemathy, Certifying Officer in his capacity as Mayor Pro-Tern consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied TDA's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Pittsburg to use Program funds.

OBJECTIONS TO RELEASE OF FUNDS TDA will accept objections to its release of fund and the City of Pittsburg certification for a period of fifteen days following the anticipated sub-mission date or its actual receipt of the reque (whichever is later) only if they are on one of the following bases: (a) the certification was no executed by the Certifying Officer of the City of Pittsburg; (b) the City of Pittsburg has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by TDA; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environ-mental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58,76) and shall be addressed to Pam Wozniak, Environ-mental Compliance at the TDA Office of Rural Affairs at P.O. Box 12847, Austin, Texas 78711. Potential objectors should contact HUD/State to verify the actual last day of the objection period. The Honorable David Abernathy

Mayor Pro-Tem

AVISO DE ENCONTRAR UN IMPACTO SIN IMPORTANTE Y AVISO DE INTENCIÓN DE SOLICITAR LA LIBERACIÓN DE FONDOS

4 de abril de 2019

Ciudad de Pittsburg 200 Rusk Street Pittsburg, Texas 75686 903-856-3621

Estos avisos deberán cumplir con dos requisit-os de procedimiento separados pero relaciona-dos para las actividades que realizará la Ciudad

SOLICITUD DE LIBERACION DE FONDOS

En o alrededor del 23 de abril de 2019, l Ciudad de Pittsburg presentará una solicitud al Departamento de Agricultura de Texas (TDA, por sus siglas en inglés) para la liberación de fondos del Bloque de Desarrollo Comuni-tario bajo la Sección 104 (1) del Título I de la Ley de Vivienda y Desarrollo Comunitario de 1974 según enmendada, para emprender un proyecto conocido como mejoras de agua, bajo el Contrato TxCDBG # 7218369.

El contratista deberá reemplazar las líneas de agua para aumentar la presión y cumplir con las regulaciones de TCEQ. El contratista deberá reemplazar 4,000 pies lineales de tubería de agua de 6 pulgadas, válvulas de compuerta, perforaciones, hidrantes, reconexiones de servi-cio, reparación de pavimentos y todos los accesorios asociados. El proyecto también incluirá todos los servicios asociados de administración e ingeniería. La construcción se llevará a cabo a lo largo de Terry Street desde Victory Street hasta Garver Street, Garver Street desde Terry Street hasta Victory Street, Victory Street least Street hasta Victory Street, Victory Street des-de Garver Street hasta Daphne Street, Daphne Street desde Victory Street hasta Montgomery Street, Montgomery Street desde Daphne Street hosta Williams Street, y Gayla Street desde Victory Street hasta Montgomery Street. Este proyecto se financiará con fondos de la Subvención TxCDBG por un monto de \$ 275,000 y 5 41,250 en otros fondos, por un total de 5 316,250.

ENCONTRAR UN IMPACTO NO SIGNIFICATIVO La ciudad de Pittsburg ha determinado que el proyecto no tendrá un impacto significativo en el

entorno humano. Por lo tanto, no se requiere una Declaración de Impacto Ambiental bajo la Ley de Política Ambiental Nacional de 1969 (NEPA). Información adicional del proyecto se encuentra en el Registro de Revisión Ambiental (ERR) en el archivo en el Ayuntamiento, 200 Rusk Street, Pittsburg, Texas y puede ser examinada o copia-

COMENTARIOS PUBLICOS

Cualquier individuo, grupo o agencia puede enviar comentarios por escrito sobre la ERR a la Ciudad de Pittsburg. Todos los comentarios re-cibidos hasta el 22 de abril de 2019 serán con-siderados por la Ciudad de Pittsburg antes de autorizar el envío de una solicitud de liberación de fondos. Los comentarios deben especificar a qué Aviso se están dirigiendo

CERTIFICACION AMBIENTAL

La Ciudad de Pittsburg certifica ante TDA que David Abernathy Oficial de Certificación en su calidad de Alcalde Pro-Tern, acepta aceptar la jurisdicción de los Tribunales Federales si se inicia una acción para hacer cumptir las responsabilidades en relación con el proceso de revisión ambiental y se ha cumplido con estas responsabilidades. La aprobación de la certificación por parte de TDA satisface sus responsabilidades según la NEPA y las leyes y autori-dades relacionadas, y le permite a la Ciudad de Pittsburg utilizar los fondos del Programa.

OBJECIONES A LA LIBERACIÓN DE FONDOS

TDA aceptará objeciones a su liberación del fon-do y a la certificación de la Ciudad de Pittsburg per un período de quince días a partir de la fecha de presentación anticipada o su recepción real de la solicitud (la que sea posterior) solo si se encuentran en una de las siguientes bases: a) la certificación no fue ejecutada por el Oficial de Certificación de la Ciudad de Pittsburg; (b) la Ciudad de Pittsburg ha omitido un paso o no ha tornado una decisión o hallazgo requerido por las regulaciones de HUD en 24 CFR parte 58: (c) el receptor de la subvención u otros participantes en el proceso de desarrollo han comprometido fondos, han incurrido en costos o realizado activ idades no autorizadas por 24 CFR Parte 58 antes de la aprobación de una liberación de fondos por parte de TDA: o (d) otra agencia federal que actúa de conformidad con el 40 CFR Parte 1504 ha presentado una constatación escrita de que el proyecto no es satisfactorio desde el punto de vista de la calidad ambiental. Las objeciones deben prepararse y enviarse de acuerdo con los procedimientos requeridos (24 CFR Parte 58, Sec. 58.76) y deben dirigirse a Pam Wozniak, Cumplimiento Ambiental en la Oficina de Asur tos Rurales de TDA en el P.O. Box 12847, Austin, Texas 78711. Los objetores potenciales deben comunicarse con HUD / Estado para verificar el último dia real del período de objeción.

El Honorable David Abernathy

FOR RENT

LAND FOR SALE

EFFICIENCY APARTMENTS

Furnishings and Services (3) STRUBE PROPERTIES RFP# 190402 - Fleet Leasing and ManagementProposals are 903-856-6606 due and will be opened on May BR - Northtown Apt BR - Village Apts. 17, 2019, at 3:00 pm local time Awards aretentatively sched-uled for June 27, 2019 by the

Walker Creek Village 22 PR 54607 Pittsburg, TX 75686 903-855-0311

Now accepting applications

- Multi-Family Affordabl Housing
 2. 3, & 4 Bedroom
 Apartments
 CH/A
- Patio
- Appliances W/D connections On-Site Laundry Community Room

Office Open 8-5 Weekdays Equal Housing Handicap Accessibl

10 acres for sale in the Leesburg area For more information, please call Becky at 903-235-1539.

HELP WANTED

HELP WANTED If you have a medically documented disability and would like to work part tiree on an outside work crew, call Mark 903-856-6822 between 6 am and 2 pra, Monday through Friday, Or come in and rish at 523 Lim Street, just west of Private Fuotball Stadium.

amp County Service Industries. Employ ing KandiCAPABEE adults since 1985.

STORAGE

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Hwy 271, Pittsburg

903-856-3611

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GARAGESALE

Hopes Landing Bi-Annual Garage Sale Sat. - April 6 - Starting at 8 am

Hwy. 21 across from Bob Sandlin State Park

3 Family Garage Sale

S.S. gas grill, guitar & amp, antiques, die cast car banks, kirchen stuff, tools, clothes, camping gear, bedding, jewelry, 290 CR 260f (Thunderbird Paint)

Thur., Fri., Sat.

Yard Sale / Some Old Farm Equ Hay rings, plant, welder, concreta miner some antique furniture, bicycler & junk etc. Gays/Gals rome see! 233 CR 3540 Leesburg Sat. • April 6 • Bam-44

To advertise you **GARAGE SALE** 903-856-6629

SERVICES



www.dennevlandsurveving.com Form Registration No. 10194010

EMPLOYMENT

Camp County Extension Office/Auditor's Office is seeking full time Business Office manager. Individual must be able to multi task and welcome/direct visitors. Primary responsibilities are: answer telephone, maintain detail records for county agent and auditor, assist with monthly reports, and accounts payable. Individual must be able to assist with additional work that may require after hours or weekend time. Flex time will be granted for any additional hours worked. Normal office hours are Monday through Friday 8:00 to 5:00

For more information please contact Camp County Auditor 903-856-3772. Applications will be accepted through

TexsCAN

TexSCAN Week of March 31, 2019

ACREAGE

65.45 acres, southwest Edwards County. Nice valley sorrounded by high hills. Love oak, pinen pure, cesta cover. Whiteful, cost, saudod, sika, fend hugs, turkey, \$1650 acre. fixed rate 20-yr, owner furnicing. 57-down, 809-376-9720, www.ranchenterpreseld com.

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LEGAL ASSISTANCE

Military Hearing Loss, MCATS Condot Eurphysicses standard losine to inflines of military personnel between 2003 and 2015. If you have served in the military, and sord M Dusb'shold engines desired military, and a few IM Dusb'shold engines deviate from 2003 and 2015; and have been deagnosed with feeting loss of timinary, you may have a chain for damages. Call now as mine may be humed! 800:460-6606, reacceptances on an entire to more arm hoss.

EVENTS

New Braunfels Area Car Club Swap Meet Aprol 19-31, Comal County Fairgrounds, 801 F Common St., New Braunfels. No dogs please www.newbraunfelsaresearclub.com.

World's Largest Gun Show - April 6 & 7, Tuba, OK Fairgrounds, Saturday 8-6, Sunday 8-4, Waneumscher's Tuba Arms Show Tree approisals. Bring your gunst www.Tuba/ArmsShow.com

Mount Vernou - 15th Annual Tota de Cypress Ride, Sat, April 20. Enjoy a Franklin County workend of activities: Bike Ride, Misse and Burbectic. 16, 20 45, 52. Mile and 100K ordes Beautiful corties past Licotic Animal Farm and Lake Cypress Springs.

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4845 US Hwy 271 North | Pittsburg, TX 75686

www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

March 27, 2019

Don Whitman Russell Johns Associates LLC 1001 S Myrtle Ave. Suite 7 Clearwater, FL 33756

The following is information for the Ad from TIPS for April 2019.

Electronic tear sheets are required for this ad.

Please email affidavits and tear sheet copies to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Please print the following **LEGAL NOTICE** on **April 4, 2019** and **April 11, 2019**.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

RFP# 190401 – Furniture, Furnishings and Services (3)

RFP# 190402 - Fleet Leasing and Management

Proposals are due and will be opened on May 17, 2019, at 3:00 pm local time. Awards are tentatively scheduled for June 27, 2019 by the Region 8 ESC Board, 4845 US Highway 271 North, Pittsburg, Texas 75686.

Call 866-839-8477 for problems with website or questions.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center 4845 US Hwy 271 North | Pittsburg, TX 75686 Ph: 866-839-8477 | Fax: 866-839-8472

www.tips-usa.com | kristie.collins@tips-usa.com



April 15, 2018

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

The Interlocal Purchasing System notices were published within said newspaper in the Public Notice Section of the on the following dates:

4/4/19, 4/11/19

Don Whitman

On this the 15th day of April, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.

Camika Winter State of Florida
County of Pinellas

CAMIKA C. WINTER Notary Public, State of Florida My Comm. Expires Apr. 16, 2022 No. GG 208003 cls Apr04

Mkpl Today

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Agency:

Pattinson

Continued from Page 1D

vors on a spacecraft hurtling toward a black hole. As the story flashes back and forth in time, the mystery unfolds about how Monte's crewmates met their ends, but also how Willow's improbable birth came to pass. Pattinson, 32, was drawn to the story

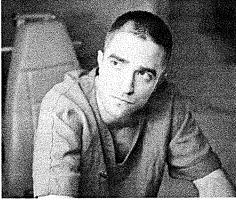
Pattinson, 32, was arawn to the story because "it presented liself as a puzzle," he says. "You had to sort of feel your way through it without really knowing what the exact rules of the script were."

Denis, a prolific French filimmaker making her English-language debut with "High Life," initially conceived of

with High Life, initially conceived of the project years ago with Philip Sey-mour Hoffman and Patricia Arquette in mind to star. Although she envisioned an older actor to play Monte, she changed her mind after talking to Pat-

tinson. "I was struck by him," says Denis, who first saw him as vampire Edward Cullen in the "Twilight" movies. "He's probably more intelligent than me ... and has this extraordinary quality of being a great actor, but there's always a sense of mystery beneath."

Before they met, "I read the Wikipedia on 'string theory' and tried to (rationalize) some reason why this character would not age because of spacetime," Pattinson says. "She hadn't heard that



Sci-fi drama "High Life" is Robert Pattinson's latest role, following performances in 2017's "Good Time" and "The Lost City of Z." MARTIN VALENTIN MENKE

before and she loves romanticizing these kinds of ideas in physics. So it was my one card I had to play, and I was like, 'Wow that actually worked'" Wow, that actually worked,

Aside from acting, Pattinson took a ands-on approach behind the scenes:

He recruited his best friend's infant to play Willow when the twin babies infittelly cast wouldn't stop crying during rehearsals. He also sings the movie's haunting closing-credits song, "Wil-low," which he recorded with alt-rock

band Tindersticks. Although he has contributed music to the soundtracks of

to the films "Twillght" and "Damsel," he has no lingering rock-star ambitions.

"I used to play gigs all the time and have always said I'd love to again," Pat-

tinson says.
"But there's a strange stigma with ac-"But there's a strange stigma with ac-tors trying to do music, and it is some-thing quite frightening to me. I've learned how to deal with criticism in film, but I'm very vulnerable to it in mu-sic. I don't know whether I'm willing to take the hits – I prefer to have an audi-ence of one or two (friend).

sic. I don't know whether I'm willing to take the hits – I prefet to have an audience of one or two (friends)."

Not that he has any room in his schedule for a second career. He recently finished shooting Netflix's Henry V drama "The King" with Timothee Chalamet, premiering this year, and will spend the rest of 2019 in production on Christopher Nolan's highly anticlpated follow-up to "Dunkirk," expected in theaters July 17, 2020.

The actor says he's "sworn to secrecy" about the project, which has been described as a "massive, innovative action blockbuster."

"I got locked in a room to read the script – i don't have It myself. I've been a little wary of doing big movies for years and years, but there's just something about Chris Nolan's stuff. He seems like the only director now who can do what is essentially a very personal, independent movie that has huge scale. I read the script and it's unreal."

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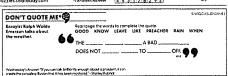
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Gaines

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design and the things we do for a living, for us we feel like there's a more holistic story to be told here, and that's what we're going to focus on."
"Fixer Upper," among HGTV's top series, ended last April, followed by Joanna-centered spinoff "Behind the Design."

Joanna-centered spinoff "Behind the Design."

"We really wanted a break," Chip says, and got one just as their fifth child, son Crew, was born. But the couple were inspired by the wider net cast by their magazine, Magnolia Journal, and wanted to broaden their reach on TV.

"We loved this idea of connecting with people in a different way," Joanna says, "telling other people's stories, curating content. It felt to us to Ilke what we do love with the magazine, but on a different playing field."

Although the couple fielded several offers — "It's fair to say everybody was

calling us" about a TV deal, Chip says—they settled on Discovery after an impassioned plea in their Waco, Texas, living room by CEO David Zaslav, who diven Oprah Winfrey her own cable channel and just completed the acquisition of HGTV's parent company.

"They have that unique authenticity, and there just aren't that many of them," Zaslav says. "They have real views and opinions on bringing up children, on cooking, on diet, on faith, on education, on design. They have a lot to say."

As chief creative officers and owners of a minority stake in the channel, Chip and Joanna will oversee a lineup of original series that includes those broader topics, as well as other reality stars.

DIV, now in \$2 million homes, is known for such shows as "Rehab Addict" and "Holmes on Homes." But "what's currently on DIV is a single thread of what will be a much larger tapestry," says Allison Page, who's moving from her role as HGTV's president to run the new venture.

"What they do and know and love the new venture.
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Joanna and Chip Gaines rose to fame on "Fixer Upper," NATHAN CONGLETON/NBC

certainly incorporates home and design certainly incorporates home and design and construction, but that's just a piece of it," Page says. "We'll have stories about family and community, food, garden, of course design, wellness, entrepreneutialism. There are so many facets, at least in television, that people

have not seen from them.

have not seen from them."

And their empire has grown considerably since Chip, 44, and Joanna, 40, were introduced to world in 2014: The couple have a restaurant, a market and bakery, a coffee shop, furniture, paints, books and the magazine. And the Gaineses just bought a Waco castle in need of rehab. ("A really fun project, because we've never tackled something like this," Joanna says.)

It's been a long journey for a show that lasted 78 episodes and featured eye-popping renovations of homes for new owners, who picked from three on the market. Chip was the goofball construction foreman, Joanna the levelheaded design guru, and their kids sometimes went along for the ride. "Fiker Upper' touched people in ways that Jo and I would never have imagined in a million years," Chip says. "We were kits doing our loss we didn't we we didn't we we didn't we we didn't we we didn't were well to the we didn't we we didn't were well to the we didn't we we didn't we we didn't we we didn't we we didn't were well were well one we didn't we w

ways that Jo and I would never have imagined in a million years," Chip says. "We were just doing our jobs; we didn't go out with this mission statement to conquer the world or to be a household name. None of those things were objec-tives of ours." tives of ours.'

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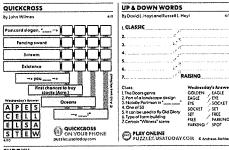
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www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

March 27, 2019

The Advocate C/O Legal Notices (Shelley Calloni) PO Box 588 Baton Rouge, LA 70821

The following is information for the Ad from TIPS for April 2019.

Electronic tear sheets are required for this ad.

Please email affidavits and tear sheet copies to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Please print the following LEGAL NOTICE on April 4, 2019 and April 11, 2019.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-usa.com for the following categories:

RFP# 190401 – Furniture, Furnishings and Services (3)

RFP# 190402 - Fleet Leasing and Management

Proposals are due and will be opened on May 17, 2019, at 3:00 pm local time. Awards are tentatively scheduled for June 27, 2019 by the Region 8 ESC Board, 4845 US Highway 271 North, Pittsburg, Texas 75686.

Call 866-839-8477 for problems with website or questions.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center 4845 US Hwy 271 North | Pittsburg, TX 75686 Ph: 866-839-8477 | Fax: 866-839-8472 www.tips-usa.com | kristie.collins@tips-usa.com

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Publisher of THE ADVOCATE

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04/04/2019, 04/11/2019

Kristi Bunch, Public Notices Representative

Sworn and subscribed before me by the person whose signature appears above

4/11/2019

M. Monic McChristian, Notary Public ID# 88293 State of Louisiana

My Commission Expires: Indefinite

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For additional information please contact Barry P. Ganagan, P.E., PL.S., Project Principal of TriCheur Services, LLC. at Telephrone: (225) 228-2681, Email:

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Notice is transby given that sealed bids will be received by the City of Bogalusa at 202 Arkansas Avanue in Bogalusa, LA 70427, on

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Specifications, Contract Documents, and Construction Plans may be examined as PDF. Confact Pistorius Associates. LLC to request a copy of documents to be sent via sensi. §95-542-428. Fly un receive so vice-miti, please feave an email address, or send us an email request at tom/9pistorusarchatects come.

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NOTICE TO BIDDERS

Notice is hereby given that sested bids will be received by the City of Bogalusa at 202 Arkansas Avenue in Bogalusa, LA 70427, on

General Dynamic

and then and there be opened and publicly read aboud. Bids received after the specified time will not be opened or recognized.

Evidence that a contractor holds a valid Louisiana Contractors Licansa (contractors) must be presented prior to release of bidding documents and/or submittal of Bid Proposal.

The City Council reserves the right to reject any or all Bid Proposals for just cause and to waive informalities in any or all Bid Proposals.

Contract Term PROJECT

Bioding Occurrents. This subhorized representatives in participation for expensive to the present in participation of the policy of the color of the policy of the color of the policy of the color of the policy of

The control of the co

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopereed.

At which time and place the bids will be publicly opened and the bids will be a will be

terry-deprese technicals and terry-deprese technicals and terry-deprese technicals and technicals are also and technicals are also and technicals are also and technicals are also and technicals and technicals are also and technicals a

Specifications, Contract Documents, and Construction Plans may be examined as PDF Contract Pistorius Associates. LLC to request a copy of documents to be servivia emus, 950-542-4287. Hypur become avoice moils, pleases leave an empli address, or send us an email request at tom/dipistorius/architects.com.

Estimated Construction Cost Contract Terr



4845 US Hwy 271 North | Pittsburg, TX 75686

www.tips-usa.com • 866-839-8477 • tips@tips-usa.com

March 27, 2019

Daily Journal of Commerce, Inc. Attn: Michelle Ropp SDS 12-2632 PO Box 86 Minneapolis, MN 55486

The following is information for the Ad from TIPS for April 2019.

Electronic tear sheets are required for this ad.

Please email affidavits and tear sheet copies to Kristie Collins at kristie.collins@tips-usa.com, when they are available.

Please print the following LEGAL NOTICE on April 5, 2019 and April 12, 2019.

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at www.tips-

usa.com for the following categories:

RFP# 190401 - Furniture, Furnishings and Services (3)

RFP# 190402 - Fleet Leasing and Management

Proposals are due and will be opened on May 17, 2019, at 3:00 pm local time. Awards are tentatively scheduled for June 27, 2019 by the Region 8 ESC Board, 4845 US Highway 271 North, Pittsburg, Texas 75686.

Call 866-839-8477 for problems with website or questions.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center 4845 US Hwy 271 North | Pittsburg, TX 75686 Ph: 866-839-8477 | Fax: 866-839-8472

www.tips-usa.com | kristie.collins@tips-usa.com

CENTRAL LINCOLN PLE'S UTILITY DISTRICT *DLE REPLACEMENT PROJECT* Due 2:00 pm, April 24, 2019 INVITATION TO BID **BID NUMBER 04-002-19**

I formal bids will be received by chasing Department of Central People's Utility District, until 2:00 the 24th day of April, 2019 and eafter, for the following:

ctor shall remove and replace 6 1 6-115kV wooden transmission is. The structures include single ions. Structures are located near , Oregon. Workers must be qualwork within NESC supply space. tract requires that work shall not

ed prior to May 20th, 2019 and completed no later than June 19. All material will be provided al Lincoln.

ain a copy of the Bid form, and pecifications, contractors or their MUST attend ry project pre-bid meeting, which conducted Tuesday, April 16th,

10:00 a.m. interested parties et with project manager Hunter in at 966 Hwy 101, Florence, Please note, all interested the planning to attend ugh, must e-mail or send a fax neir company's intent to attend. ors must respond no later than n. Monday, April 15th, 2019 with it to attend confirmation. If a r fails to notify the District of ention to participate in the ugh, a bid package will not be for them. Bid packages will not d, prior to, or after the project leeting. The pre-bid meeting will nly time a contractor is able to complete bid package and the project manager at the job to award

ctors that would like to be on ers list must be pre approved. the mandatory project pre-bid To get on the bidders list or information on this project

Tom : Willoughby 2020.

lo bid documents, or specifiwill be submitted to any plan

for a bid to be accepted and d for award of a contract, the bids must comply with Oregon Statutes (ORS) regulating Statutes rork for people's utility districts. d must contain a statement as r the bidder is à resident bidder, 1 in ORS 279A.120.

trict may reject any bid not in e with all prescribed public procedures and requirements, reject for good cause any or all a finding of the District if it is in interest to do so.

PURCHASING DEPARTMENT

Tom Willoughby Materials Manager Apr. 5, 2019. 11726619

DING BUILDERS, LLC ATHLETIC IMPROVEMENTS CORVALLIS OF

Cold Plane Pavement, Taper 0 - 2 Inches Deep; 1,019 SF Cold Plane Pavement Removal, 2 Inches Deep: Cold Plane Pavement 1.215 SF Removal, 4 Inches Deep: 11.748 SY Full Depth Reclamation Base: 4,300 TN Level 2, 1/2" ACP Mixture; 1,013 FT Concrete Curbs, Curb and Gutter; 6,013 SF Concrete Walk, Ramp, 4 Inches Thick; 43 FT Pavement Line Removal; 140 SF Pavement Bar 1 LS Thermoplastic, Extruded, Surface, Non-Profiled; 154 SF Pavement Bar, Type B-HS

All Work must be completed by August 2, 2019.

Plans and Specifications may be reviewed and/or obtained at the office of the City Engineer, 99 East Broadway, Suite 400, Eugene, Oregon 97401, for a non-refundable fee of \$15.00 plus \$6.50 postage or obtained online from the Oregon Procurement Information Network (ORPIN) at http://orpin.oregon.

The Agency reserves the right to issue Addenda making changes or corrections to the Plans, Specifications or quantities. The Agency will provide Addenda only by publishing them on the Agency's web site and on the Oregon Procurement Information Network (ORPIN) website. (See 00110.05(e).) No additional notification of a addendum issuance will be provided.

Submit paper bids to Matt Rodrigues, City Engineer as follows:

Bids shall be accompanied by a certified check cashier's check or bidder's bond payable to the City of Eugene in an amount equal to ten percent of the amount bid. Filing of a qualification questionnaire before bidding will not be required. Contingent or conditional bids will not be considered for acceptance.

This public works improvement project is subject to payment of prevailing rate of wages, per BOLI ORS 279C.800 to 279C.870. No bid will be received or considered unless the bid contains a statement by the bidder that provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates shall be complied with.

Bidders are required to submit a First-Tier Subcontractor Disclosure form, substantially as described in ORS 279C.370, within two working hours of the bid closing date and time. For this project the first-tier subcontractor disclosure statement must be submitted regardless of the bid amount.

No bid will be accepted by the City unless it contains a statement by the bidder as a part of the bid that the bidder in carrying out the contract will comply with all applicable laws.

The City may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids or to waive any specification or requirement upon a finding of the City that it is in the public interest to do so.

Dated this 5th day of April, 2019 Michael Cook

Project Manager Published Apr. 5, 2019. 11725976

tronic Only - (503) 274-0624 Portland, OR

McGraw-Hill Construction/Dodge 3461 NW Yeon Ave Portland, OR

SW Washington Contractors Assoc. 7017 N.E. Hwy 99, #214 Vancouver, WA Eugene Builders Exchange 2460 West 11th Eugene, OR

Bidders must be pre-qualified to bid on. this project. Bidders not currently pre-qualified by the Owner, Engineer or the Oregon Department of Transportation may apply for pre-qualification with the Engineer prior to the bid opening on forms available or similar to those available from the Oregon Department of Transportation.

No bid shall be received or considered unless the Bidder is registered with the Construction Contractors Board as required by ORS chapter 701.021.

To be considered, bids must be completed on the bidding forms provided, in the manner prescribed in the bidding documents and accompanied by a 5% bid security in favor of the City of Canby. Each bidder must indicate in the space provided on the Bid Form, whether they are a Resident or Non-Resident Bidder pursuant to ORS 279A.120.

This public works project is subject to the provisions of ORS 279C.800 to ORS 279C.870. By submission of a bid, each bidder certifies that Oregon Prevailing Wage Rates are included in the bid prices. Contractors need not be licensed for asbestos handling per ORS 468A.720 tocompletethis project. Apre-bidconference will not be held for this project.

A non-mandatory pre-bid conference will be held on-site at the Wastewater Treatment Facility at 10:00 AM Thursday,

The City of Canby reserves the right to reject any or all bids not in compliance with all prescribed public bidding procedures and requirements, may reject for good cause any and all bids upon a finding of the agency it is in the public interest to do so, and may waive all informalities. No bidder may withdraw or modify his bid prior to the lapse of thirty (30) days after the bid opening.

By Order of the City Council of the City of Canby. Published Apr. 5, 2019. 11726657

CITY OF HILLSBORO **HILLSBORO PARKS & RECREATION** FRANCES STREET PARK IMPROVEMENTS

Bids due and Bid Closing Date and Time: Thursday April 18, 2019 2:00 PM First Tier Subcontractor Disclosure due: Not later than Thursday April 18,

2019 4:00 PM INVITATION TO BID (ITB) - PUBLIC IMPROVEMENT NO. 201903-10017

The City of Hillsboro seeks sealed bids from qualified firms able to provide construction services for Frances Street Park.

Frances Street Park is a 9 acre park that opened to the public in 2002. The site's amenities include a playground, basketball court, paved trails, natural

OREGON DEPARTMENT OF TRANSPORTATION

82ND AVE NE FREEMONT ST TO NE. SISKIYOU ST PAYEMENT REPAIR Bids Due 2:00 pm, April 16, 2019 INVITATION TO BID

Solicitation Number: 730-33824-19 Project Name: 82nd Ave NE Freemont St To NE Siskiyou St Pavement Repair Pre-Bid Date: None

Date/Time: April Closing 2019/2:00 pm + Bid Opening will occur 2019/2:00 pm - big opening immediately following the Closing.

Contact: Ivory Procurement & Contract Specialist Address: ODOT Procurement Office MS #2-2

3930 Fairview Industrial Dr. SE Salem, OR 97302-1166 Phone: 503-986-2711

Email: ivory.williams@odot.state.or.us SOLICITATION DOCUMENTS: Solicitation documents, including all attachments and/or addenda for the Invitation to Bid, are available for download from the Oregon Procurement Information Network (ORPIN) and will not be mailed to prospective bidders. ORPIN may be accessed through the following internet address: http://orpin.oregon.gov/open.dll/ welcome. Prospective bidders may schedule time to review the contract terms, conditions and specifications at the address listed in this advertisement. Please note: the resulting contract is for a Public Works project subject to prevailing wage rates, in accordance with ORS 279C 800 to 279C 870. 11726170 Published Apr. 5, 2019.

GOODS AND SERVICES

THE INTERLOCAL **PURCHASING SYSTEM** PROCUREMENT SOLICITATIONS Proposals Due 3:00 pm, May 17, 2019 REQUEST FOR PROPOSALS

The Interlocal Purchasing System has posted procurement solicitations at www.tips-usa.com for the following categories:

RFP# 190401 - Furniture, Furnishings and Services (3)

RFP# 190402 - Fleet Leasing and Management

Proposals are due and will be opened on May 17, 2019, at 3:00 pm local time. Awards are tentatively scheduled for June 27, 2019 by the Region 8 ESC Board, 4845 US Highway 271 North, Pittsburg, Texas 75686.

Call 866-839-8477 for problems with website or questions, Published Apr. 5 & 12, 2019.

11723713

CITY OF BEAVERTON PROFESSIONAL ENGINEERING SERVICES FOR UPDATE OF THE STORMWATER

DRAINAGE MASTER PLAN AND **CONVEYANCE SYSTEM** DEVELOPMENT CHARGE REPORT

Proposal Due 2:00 pm, May 14, 2019 REQUEST FOR PROPOSAL #3493-19B Oswego

Thefulli 1. Onlin for Propo a person add your name to http://www have wet Request 503-534-F

2. In Pe for Propc desk at 17601 Pi OR, 9703 - 4:30 PM

Reques Tuesday, Submissic be consid returned v Published

Quotation

L

REQ Notice:

issued an elevator i survey me on April 1 5:00 p.r Responde other . www.lcog. Published

Proposal REQ

C

Proposa Constructitors (also "Proposer construction SE Powell Home F

ment will 9th, 2019 Departmen Street, 5 97204. marked address, F As part commitme

\$258 millibond (Mea in partners Bureau, ir 150-180 L 3000 SE contracted provide de budget for work will t prevalling:

Electroni required fo Interested parties may obtain a omplete bid packet by contacting Diane brines, Administrative Analyst, by phone t (503) 623-8387 Ext. 313 or e-mail at

complete bid packet by contacting Diano Comes, Administrative Analyst, by phone at (503) 623-6387 Ext. 313 or o-mail at domnese Anyoba.cg in continues and the sent to the Administrative Analyst, as above, or to Christian Edelbiuto, Executive Director, by phone at (503) 623-6387 Ext. 314 or o-mail at cadelbiuto Executive Director, by phone at (503) 623-6387 Ext. 314 or o-mail at cadelbiuto Executive Director, by phone at (503) 623-6387 Ext. 314 or o-mail at cadelbiuto Executive Director, by phone at (503) 623-6387 Ext. 314 or o-mail at cadelbiuto Executive Director, by phone at (503) 623-6387 Ext. 314 or o-mail at cadelbiuto Executive Director, by phone at (503) 623-638. This project will be required to the best constituted to the Executive Director, and will be a populated to pay, (at minimum) that applicable provailing wege rates (Including Iringe bonellis), and submit payof reports, on a weekly basis. Award will be based on a competitive selection process with primary consideration given to the best, overall value to the WHA. Extination criteria will be as follows: Up to 30 points possible to qualifications, up to 30 points for references, and up to 30 points for competitive selection process with primary to awarded. Obtain bid payed for more information.

The deadline to submit processals for this request is a 433.0 PM. (PDST). Thursday, May 2, 2019 at the following address:

JIBLITAGRY, MRY Z. AD19 is the lottowing address:

West Valkey Housting Authority
204 SW Walnut Avenue
Dallas, OR 97388
Fax: (S03) 823-8907
sedelblude @worbs.org
Section 3, small businesses, and minority, women, or veteran owned enterprises are encouraged to respond. The WVHA reserves the right to walve any Informality in the award of this project, reject any or all proposals, and/or cancel this eolicitation, at its sole discretion, if it is deletion, if it is deletion to describe the WVHA to de so.
Published Apr. 12, 2019. 11729388

GLIDE BURAL FIRE PROTECTION DISTRICT SOLAR ENERGY & BATTERY STORAGE PROJECT

Proposals Due 4:10 pm, May 2, 2019
REQUEST FOR PROPOSALS
Glide Rural Fire Protection District
(District) is seeking Proposals from quasified Contractors to provide design build
sorvices for the design and subsequent
construction of a 90.55 kW rootlop solar
photovotate army (System) and according
to the District shulding located at 18910
North Umpqua Hwy, Glide, OR 974-43.

Because of requirements associated
with the Blue Sity grant, this RFP is a
request for three separate Proposals:

1) Installiation of solar photovoltate
system

eystem
2) Installation of battery storage system
3) Ten years of annual onsite

3) Ten years of annual onsile inspections. Chy one contractor will be selected, besed on a combined evaluation of each Proposer's three responses. Copies of the Request for Proposals, contract terms, conditions and specifications may be viewed at http://www.glidefirs.org/ (click on the Solar Contract tind). 2015; tab) between April 10, 2019, and Mary 2, 2019. No hard copy of the RFP documents will be available. No pre-proposal meeting will be held. Arrangements for Individual side visits can be made by contacting Beth Werner, Clida Fire Business Manager, via email at glidefiling clidibiling.or by phone 514 1498-0224.
Proposals must be received no later forces.

at glidoflin@glidoflin.org or by prione 514-498-022 must be received no later than May 2, 2019, at 4:00 p.cm. Pacific Daylight Time. Proposals not received by that time will be rejected as non-responsive and returned unopened. Proposals must be aubmitted in saled envelopes and plainly marked on the outside, "Raquest for Proposals-Solar Energy & Battery Storage Project. Attention: Both Wermer." Proposals may be aubmitted by mail or in person to Glide Fire Protection: District, 18910. North Umpqua Highway P.C. Box 446, Glide, OR 97443, Faxed and emailed Proposals will be rejected as non-responsive. A will be rejected as non-responsive. A

will be rejected as non-responsive. A non-public opening will follow immediately at the Main Fire Station. No proqualistication will be required for submittal of a Proposal. This Contract will be for a public work, subject to CRS 279C.800 to 279C.870. This project includes no Federal funding. Published Apr. 12, 2019. 11729148

CLACKAMAS COMMUNITY COLLEGE SHUTTLE SERVICES

SHUTTLE SERVICES
Proposeals Due Wednesday
May 1, 2019 at 2:00 pm
REQUEST FOR PROPOSALS
REFIELD-33
CLACKAMAS
COMMUNITY
COLLEGE Invites proposels from
qualified and expanienced contractors
(herein after, "Responder," Proposer,
company," "(firm", "providor", or
contractor") to provide shuttle services
Proposal documents and specifications
will be available on
http://www.clackamas.net/life.guesel.jor.
Proposal dayor. of the office of the
Purchasing Agent. Barkow Had. Pusiness
Office, Clackamas. Community Cologge,
19900 Molalle Avenue, Cregon City, Off
97045, or by calling 530-594-5086.
Sealed proposals will be accepted at
the PURCHASING DEPARTMENT
located in the Business Office, Barlow
half, Room 208, 19800 Molalia Avenue,
Cregon City, Off. 97045 until Wednesday
kay 1, 2019 at 2:00pm.
Proposals will be reviewed in closed

prescribed public procurement requirements, and to reject for good cause any or all proposals upon finding that it is in the public interest to do so. No proposal will be received or considered unless fully complete in the mannor provided in the proposal documents and advertisement for proposal.

Elizabeth Cole

Purchasing Department
Published Apr. 12, 2019. 11728804

BATTLE COLUMIN ENCOCOL

BATTLE GROUND SCHOOL

BATTLE GROUND SCHOOL
DISTRICT #119
YEARBOOK PRINTING
Proposale Due 10:00 am,
April 30, 2019
REQUEST FOR PROPOSALS
The Battle Ground School District #119
is accepting written proposals from
qualified yearbook venders to provide
yearbook printing in accordance with the
District specifications.
Detailed specifications may be obtained
from and proposals shall be filed with:
Darry Spiekerman
Agent/Warretvous Manager
Battle Ground School District
360 885 8505

360 885 6505
spikkerman darry @ battlegroundbs.org
Soaled proposals must be received no
later than April 30, 2019 @ 10:00 A.M.
Pacific Illma. Proposals received after
scheduled closing cannot be considered
in Parson Delivery:
Darry Spiekerman
Purchasing AcentiVithes

Darcy Spiekerman Purchasing Agent/Whise Mgr 400 N. Parkway Ave. Battle Ground, WA 98604

Battle Ground, WA 98604

By Mail:
Darcy Splekerman
Purchasing Agent/Whse Mgr
PO BOX 200 Battle Ground, WA 98604

Battle Ground, WA 98604 Mandatory 30 minute vendor presenta-tions / Q&A will be held on May 2, 2018 at Lewisville Campos, 405 NW 5th Ave, Room C-24, Battle Ground, WA 98604, Contact District Purchasiling Agent lo schedule time of day. Scheduling is contingent upon roceipt of proposal by stated deadling.

stated deadline.
Each school's Advisor and Secretary along with the District's Purchasing Agent will evaluate the RFP #1920-02 responses for their school using the matrix in the request for proposal

package.
The District reserves the right to accept any proposal it doerns most favorable to the interests of the District schools, it also reserves the right to wake any infor-malibles and irregularities and reject any and/or all proposals or any portion of any proposal submitted which in their opinion is not in the best interest of the District's

schools.
All questions pertaining to RFP
1920-02 should be in writing and
directed to District Purchasing Agent.
Innocassarbould/vendor/representatives
contact schools directly.
Battle Ground School District #119
Clark County, Washington
Submitted by Dercy Spiekerman,
Purchasing Agent/Warshouse Managor
Published Apr. 12 & 17, 2019.

11728782

KWRL TRANSPORTATION COOPERATIVE AND WOODLAND PUBLIC

SCHOOLS
2019/2020 SCHOOL
TRANSPORTATION VEHICLE
MAINTENANCE CENTER IMPROVEMENT PROJECTS

HANSPORITATION VERICLE
MAINTENANCE CENTER
IMPROVEMENT PROJECTS
OLUIFICATION OF MAINTENANCE CENTER
IMPROVEMENT PROJECTS
OLUIFICATION OF MAINTENANCE CENTER
REQUEST FOR ARCHITECT AND
ENGINEER GUALIFICATIONS
In accordance with chapter 39.50
RCW, KWRI. Transportation Coop and
Woodland Public Schools is utilizing the
Request for Qualifications process for
acquiring architectural and certain engineering services. The Coop Invites you to
submit your firm's qualifications for archilactural and engineering services for
design, construction administration, and
related services for 2019 and 2020
Transportation Vehicle Maintenance
Center Improvement projects.
The successful firm will conduct
services that may include Service and
Needs Assessment for current Transportation Vehicle Maintenance Center
facilities as well as Design and
Engineering of facility Improvement
projects to include bid documents and
RFP documents.
For purposes of this submittal, engineeding firm qualifications will be limited
to those disciplines traditionally under the
management of the architect (structural,
mechanical, electrical and civil
engineering). The District reserves the
right to require that alternative
and require that alternative
supposed to the submittal and civil
projects to include bid documents and
EP documents.

For purposes of this submittal, engineeding firm qualifications will be limited
to those disciplines traditionally under the
management of the architect (structural,
mechanical, electrical and civil
engineering). The District reserves the
right to require that alternative
supposed to require that alternative
supposed provides and 1
electronic copy (on COR or USB
Islandrive) of your qualifications by
12:00 PM, App 126, 2019 to 11729373

NORTH CLACKAMAS
SCHOOL DISTRICT 12

NORTH CLACKAMAS

NORTH CLACKAMAS
SCHOOL DISTRICT 12
COMMISSIONING SERVICES
Proposals Due 2:00 pm, April 25, 2019
REQUEST FOR PROPOSALS
NUMBER: 006-2019
North Clackamas School District
(District) seeks written proposals from qualified firms to provide Commissioning services for the Beatifics Morrow
Cannady Elementary School Project, Milwaulde High School Improvement
Project, and the New High School at
Rock Creek Project. The general scope of work will include construction and

Elementary School Project is a new school, ground up construction project. The Milwaudis High School Improvement Project Incudes the replacement of the replacement of the result of the

experience:
Proposals Due:
Not Later than 2:00 p.m. Pacific
Standard Time, April 25th, 2019
Late proposals will not be accepted or
considered.

Submit Proposals to North Clackamas School District Business Operations 12400 Southeast Freeman Way

12400 Southeast Freeman Wey
Mäwaukie, Oregon 97222
The proposale will be opened in public
on April 25th, 2019 at approximately 2:15
p.m. in the Businass Operations office at
the location identified above. Only the
name of the proposer will be read aboud.
Bidders may obtain electronic copies of
Bidding Documents at no charge from
the Oregon Procurament Information
Natwork (ORPIN) website:
http://orin.oregon.gov/poen.di/welcome
BY:Lolf Palmor
Purchasing Specialist Lead

Purchasing Specialist Lead Published Apr. 12, 15 & 17, 2019. 11729770

TUALATIN VALLEY WATER DISTRICT NOTICE OF INTENT TO PURCHASE BADGER WATER METERS

BADGER WATER METERS
WAS OLD SOURCE METHOD
Pursuant 10 OAR1 370-447-9275,
Tuelatin Velley Water District Intends to
sole-source the purchase of Badger
water meters. Witten protests of this
proposed sole source purchase must be
submittled to Tuelatin Valley Water
District by 4:00 PM (PST) on April 22,
2019 at the following address: Scott
Page, Inventory Controller Coordinator,
Tuelatin Valley Water District, 1850 SW
170th Avo., Beaverton, OR 97003.
Published Apr. 12, 2019. 11728818

END OF FIRST TIME PUBLISHED

CONSTRUCTION

CITY OF YACHATS 2019 STREET IMPROVEMENTS

CITY OF YACHATS
2019 STREET IMPROVEMENTS
Bidla Due 200 pm, May 9, 2019
INVITATION TO BID
Sealed bids for the 2019 Street
Improvements will be received by the
City of Yachats ("Owner") by Shannon
Beaucaire, City Managor, City of
Yachats, at City of Yachats, City Hall,
441 Highway 101 N, #2, Yachats, OR
97498, until the bid closing time of 200
p.m. local time on Thursday, May 9,
2019. Bids will be publicly opened (at the
above addrass) and the applicable Information read about immediately after the
bid closing time, but written bid
abutitions will not be finalized until alter
4300 p.m. (the submittel deadline for the
*First-Tier Subcontractor Disclosure
Form?) Bids shall be clearly marked
"Bid for the 2019 Street
Improvements" showing the date and
time of the public bid closing, as well as
the Bidders name, and shall be delivered
to the location specified above, by or
before the above bid closing time.
By no lister than 4:00 p.m. local time on
Thursday, May 9, 2019, (i.e. 2 working)
hours after the bid closing), each bidder
shall deliver to Shannon Beaucaire,
City Managor, City of Yachats, at the
same address as the bids were delivored
to, the "First Tier Subcontractor
Disclosure Form" contained in the bidding
documents. This form shall be submitted to
first bid coloring the search of the bid closure form
will be considered non-responsive, and
their bid will not be considered for sward.
The disclosure form for the 2019 Street
improvements" showing the date and
time of the disclosure submittal deaddine,
as well as the Biddors name.
The work includes the following:
Grading, cuttes, paving and storm
drainage improvements to 2250 feet of
Wast 1st Street and 3000 pm. do for the ast
200 forwards; yang be examined at:

Copies of the Bid Documents (Contract

Copies of the Bid Documents (Contract Terms, Conditions, Specifications and Drawings) may be examined at:

1. Westech Engineering, Inc., 3841 Fairview Industrial Dr. SE, Sulto 100, Salem, O.B. 97302 (phone 503/585-2474)

2. City of Yachata, City Hall, 441 Highway 101, N. 2/2 Yachata, O.B 97408

Paper sets of the bid documents will not be available for purchase from Westech Engineering for bidding purposes.

Westech Engineering for bidding purposes. Complete digital (part) copies of Bid Documents (including drawings) are available at http://www.westech-eng.com (under the Currenty) Bidding tab). The digital Bid Documents may be downloaded for a non-refundable payment of \$25 by inputting QueetCDN e8tidOco Number fisted on the project information shoot available through the website link above. Assistance with free QuestCDN registration, document

QuestCDN.com, at 952-233-1632, or via

email at into@questcdn.com.

This contract is for a public works project subject to ORS 279C.800 to 279C.870 (state prevailing wages) as

279C.8/1 (state prevamy mg-applicable).
This project was funded in part with a financial award from the ODOT Small Clly Allotment Grant program. Dated April 4, 2019.
Reymond C. Engel, P.E. Project Manager Published Apr. 8 & 12, 2019.
11726878

11726876

BEND-LA PINE SCHOOLS REALMS & SKYLINE H.S. 20730 NE BRINSON BLVD BEND, OREGON 97701 BRINSON FACILITY TENANT

BEND, ORECON 97/01
BRINSON FACILITY TENANT
MMPROVEMENT PROJECT
Bids Due DeterTime: Wednesday,
May 1, 2019; 2:00 p.m.
INVITATION TO BID
Scaled bids will be received by John
Condon, Project Manager, Administrative
School District #1 - Bond-La Pine
Schools BLPS at the Administration
Building, 520 NW Wai Street, Reception
Counter, Bend, Oragon, 97/03, by the
time and date listed above. The bids will
then be publicly opened and road aloud.
1st Tier Subcontractor Disclosure Statements are dea by 4/00 PM on the above
date in order for bids to be considered for
award. Bids and 1st Tor Subcontractor
Disclosure Statement received after the
required time and date time will not be
considered.

required time and dete time will not be considered.

The scope of work for this bid includes, but is not limited to the following: Miscellaneous site improvements, new interior partitions, new windows and doors, now linishes and related acoustical, mechanical, plumbing, electrical and fire spirikler systems.

A MANDATORY pre-bid meeting will be held on April 24th at 2:00pm, prevailing local time at the project location.

prevailing local time at the project location.

Bidding documents are those prepared by DKA Architecture & Design, P.C., 780 NW York Dr., Suite 201, Bend, Cregon 97703, S41-383-1898. Bidding documents may be obtained from Central Oregon Buldiers Assoc. (COBA), 1051 NE 4th St., Bend OR 97703, 541-383-1058 or online at: www.coba.cog. Bidding documents will be evaluable for examination during the bidding period at BLPS Admin. Bids. and at DKA Architecture & Design. This project is a PREVAILING WAGE project thoritor on Did will be reserved or considered unless the Bid contains a statement by the bidding are project thoritor agrees by bidding and the Contractor agrees by Bids. 1051 No. 1051 N

Publish Date: April 10 & April 12, 2018.

1172852

CITY OF CULVER

HIGHWAY 381 STORMWATER

IMPROVEMENTS - 2019

Bids Due 2:00 pm, Mey 1, 2019

ADVERTISEMENT FOR BIDS

City of Culver

200 1st Avenue

Culver, Oregon, Invites

Bids Culver, Oregon, Invites

Bids Culver, Oregon, Invites

Bids Culver, Oregon, Invites

Work for this Project Involves, but is not

limited to, construction of approximately
15:00 linear face of 30-Inch storm draft

plen, Installing new Indissoculate, installing culverts, crossing Highway 351,

boring under railroad and easting casal,

and other Work shown on the Drawings

and as specified.

Seeled Bids for the described Project

will be rocelved by the City of Culver,

Crogon, at Culver City Hall at 200 1st

Street, Culver, Oregon 97734, until 2:00

p.m. local time, May 1, 2019, at which

time the Bids received will be publishy

bepond and read.

The Contract Time for this Project is 90

opened and read.
The Contract Time for this Project is 90 The Contract Time for this Project is 90 calender days for substantial completion. The Contractor will be subject to the applicable provisions of ORS 279C.800 through ORS 279C.870, the Oregon Prevailing Wage Lew.
This Project is being funded in part through the Oregon Department of Transportation, and the City of Culver, Oregon.

Oregon.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Bid security shall be furnished in accordance with the instructions to Bidders.

The Issuing Office for the Bidding Documents is: Anderson Perry & Associates, Inc., 2659 S.W. 4th Street, Suita 200, Rodmond, Oregon 97758, 541-963-3639, Brandom Mahon, P.E., mahon 9 and 9 13 on 19 ETY J. 20 III. Prospective Bidders may oxamine the Bidding Documents at the Issuing Office or other locations listed below on Mondays through Findays between the hours of 8:00 a.m. and 5:00 p.m. City of Culver, 200 1st Avenue, Culver, Oregon Anderson Perry & Associates, Inc., 214 E. Birch Stront, Walla Walla, Washington Bidding Documents are available at http://www.maderson.perry.com under the Bid Docs link. The digital Bidding Documents may be downloaded for a non-refundable payment of \$25.00 by Imputting QuestCDN eightice Number 602853 on the website. Assistance with res QuestCDN membershy regiseration, document downloading, and working with the digital Project Information may be obtained at QuestCDN.com, at \$152-233-1332, or vis e-mail at Info@questcho.com. The Bidding Documents with the available of comments with several parts of the project information may be obtained at QuestCDN.com, at \$152-233-1332, or vis e-mail at Info@questcho.com. The Bidding Documents with the available for download after April 11, 2013. No paper sets will be

employer. Minority and women-owned businesses are encouraged to bid. Minority and women-owned businesses should indicate they are a minority on the

plantary

should indicate they are a minority on expending the field of the field o

SCAPPOOSE BAY WATERSHED COUNCIL

WATERSHED COUNCIL
MORTH SCAPPOOSE CREEK
RESTORATION PROJECT
REQUESTS FOR BIDS
The Scappoose Bay Watershed
Council (SEWC) is requesting proposals to restore spoproximately 1000 feet of North Scappoose Creek near the City of Scappoose. Project includes in-stroam wood placement and bank lay-back. Mandatory pre-bid site visit on Thursday, April 18, and final bids will be due May 5. Full bid packets are evaluable on the DJC
Project Content, or by contacting Christ at 503-397-7904 or christ@scappoosebay.

-wc.org. Publish Apr. 10 & 12, 2019.

11729185

GOODS AND SERVICES

THE INTERLOCAL PURCHASING SYSTEM PROCUREMENT SOLICITATIONS

Proposals Due 3:00 pm, May 17, 2019 REQUEST FOR PROPOSALS. The Interiocal Purchasing System IPS) has posted procurement olicitations at www.libs-usa.com for the

ollowing categories: RFP# 190401 - Furniture, Furnishings and Services (3) RFP# 190402 - Fleet Leasing and

Management
Proposals are due, and will be opened
on May 17, 2019, at 3:00 pm local lime.
Awards are tentatively scheduled for
June 27, 2019 by the Region 8 ESC
Board, 4845 US Highway 271 North,
Pittsburg, Texa 75888.
Call 866-839-8477 for problems with Cas boorses, website or questions, Published Apr. 5 & 12, 2019, 11723713

PORT OF KALAMA
2019 TEMCO BERTH MAINTENANCE
DREDGING
Bids Due 2:00 pm, May 3, 2019
NOTICE Is hereby given that the PORT
OF KALAMA will be receiving SEALED
BIDS at the For Office, 110 West Marine
Drive, Kalama, Washington 98625 until
May 3rd, 2019 at 2PM (PST) for the 2019
TEMCO Berth Maintenance Dredging
Project.

Tendo beam seantenance Descring Project. The bids will then and there be publicly opened and read aloud. Any bids received after the published bid submitted lime of 2:00 p.m., cannot be considered and will not be accepted

received after the published bid submittal time of 2:00 p.m., cannot be considered and will not be accepted by the Port.

Bid packets containing plans, specifications, proposal, contract, bond, and detailed instructions to bidders may be obtained at 22 Blue Print Supply Co., located at 8100 NE St. Johns Road, Suite B101, Vancouver, WA, or online at http://www.jcb.com/bidset. Printed plans and specifications are available for the cost of reproduction. The Work Includes:

Maintenance dredging will include removal of approximately 55,000 cy of dredged materials by either a hydraulic or mechanical dredge to elevations between 43 feet and -45 feet relative to Columbia Pliver Datum (CRID) with 2-set of payable over-dredge as directed by the Port, with placement of dredging methal site to the Washington Baach Nourishment Site or in the upland South Port Site. The Contractor is required to provide unit pricing along with the total coasts as cullined in the Bid Form and schedule for completion of dredging. Selection of the Contractor will be based upon schedule or Prices and Bid. Total including Seles Tax to complete the work. On-site construction will take place between September 1, 2019 and September 30, 2019.

All contractors WILST comply with the prevailing wage and and relaberthmistion laws of the State of Washington, and pay all associated fees. The PORT OF KALAMA will comply with the statutory relating seguireness for public works contracts. The PORT OF KALAMA will comply with the statutory relating is mandatory. The coline meeting can be accessed by copying and pasting the rollen meeting is mendatory. The coline meeting can be accessed by copying and pasting the tollowing link Into a web browser.

is mandatory. The online meeting can be accessed by copying and pasting the following link Into a web browser. https://zoonus/f836489733. The audio portion of the meeting can be accessed through the URL or by bleephone at 1689 800 5833 using Meeting ID: 636 489 722

889 900 bead tiening mechany.

733.

Bids may NOT be willthdrawn or canceled by the biddor for a period of sixty (60) days following the bid opening. For further information contact Eric Yakovich, Economic Development Manager, Port of Kaisma, at (360) 873-337, or systeodich @ portoficialema.com.

Published Apr. 5 & 12, 2019.

NIGP codes for State CPA posting April 2019				
190401 (Furniture, Furnishings and Services	410	415	420	425
	:			
190402 (Fleet Leasing and Management	975-14	975-86		

Contracts - SPD Applications -

Home / My Account / esbd

My Account

Solicitation Notice

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Overview

Update Your Password

Thank you for using the ESSD, your bid solicitation entry is now complete

Step

Update Your Security Questions

Procurement Oversight & Delegation

Solicitation Title:Furniture, Furnishings and Services (3)

Solicitation ID:190401

Status: Posted

Posting Requirements: 21+ Days for Solicitation Nolice Organization Name: ESC Region 8 - E2250

Solicitation Posting Date: 4/4/2019

Response Due Date:5/17/2019 Response Due Time: 3:00 PM

My Settings

Profile

kristie.collins@tips-usa.com

Contact Superuser

Class/Nem Code: 41000-Furniure. Health Care, Hospital And/Or Doctor's Office 41500-Furniture Laboratory 42000-Furniture. Cafeteria. Chapet. Dormitory. Household, Library, Lounge, School 42500-Furniture. Office

My Agency Superuser Information List

Published Details Internal Notes

Record Attachments

Name

ESBD_FILE_158561_TXSMART BUY LINK docx

memal Notes

Candel Strictalist

Solicitation Description: This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/dp.cfm

Description

and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/fip.cfm This is a prospective use solicitation

Home / My Account / esbd

My Account

Overview

Update Your Password

Update Your Security Questions

Procurement Oversight & Delegation

My Settings

Profile

kristie.collins@tips-usa.com

Contact Superuser

My Agency Superuser Information List

Solicitation Notice



Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Solicitation ID: 190402

Solicitation Title:Fleet Leasing

Organization Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 4/4/2019

Response Due Date:5/17/2019

Response Due Time: 3:00 PM

Solicitation Description: This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm

Classiftem Code: 97514-Automobiles And Other Passenger Vehicles (Including Emergency Type) Rental Or

97586-Truck And Van Rental On Lease (Incl. Fire And Garbage Trucks)

Published Demis Internal Notes

Record Attachments

Name

ESBD_FIIe_158563_TXSIMART BUY LINK.docx

internal Motos

Cancel Solcitation

This is a prospective use solicitation project. Find complete solicitation documents at https://www.tips-usa.com/rfp.cfm and not a solicitation for a specific Description

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Current Bid Opportunities

	lose Date/Time	6/14/2019 03:00:00 PM (CT)	5/17/2019 03:00:00 PM (CT)	4/26/2019 03:00:00 PM (CT)	4/26/2019 03:00:00 PM (CT)	4/26/2019 03:00:00 PM (CT)	
	Bid Issue Date Bid C	4/4/2019 6/14	4/4/2019 5/17	3/7/2019 4/26	3/7/2019 4/26	3/7/2019 4/26	
	Bid Type	RFP	RFP	RFP	RFP	RFP	
	de	Leasing and Management	iture, Furnishings and Services (3)	ble Storage	nology Solutions Products and Services (3)	Fairs, Fundraísing Products and Services	
	Beth	THE STORY SERVICE STREET OF THE STREET STREE	Fumit	Portak	Techn	Book	
4- Return To Login 🐁 Supplier Registration	Bid Number	خ. 190402	্ব, 190401	-\frac{190301}{190301}	्री 190302	e 190303	

The Interlocal Purchasing System

Purchasing Made Personal



Printed 21 September 2022

TIPS CONTACT

www.efleets.com



Enterprise Fleet Management

EMAIL PO DIRECTLY TO VENDOR IN CORRELATION WITH YOUR SIGNED QUOTE PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER

PAYMENT TO

ADDRESS 1420 W. Mockingbird Lne. #640 NAME Charlie Martin

CITY Dallas PHONE (866) 839-8477

STATE TX FAX (866) 839-8472

ZIP 75247 EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

Overview

Enterprise Fleet Management is a full-service fleet management business for governmental entities and companies with small and medium-size fleets. Enterprise Fleet Management supplies most makes and models of cars, light- and medium duty trucks and service vehicles across North America. The company is owned by the Taylor family of St. Louis, who, through regional subsidiaries, also own and operate Enterprise Rent-A-Car's extensive network of more than 5,500 neighborhood and airport branch offices, all located within 15 miles of 90 percent of the U.S. population. Services offered by Enterprise Fleet Management include: • Acquisition. Helps businesses acquire fleet vehicles in the most cost effective and efficient manner. &bull, Funding. Offers flexible terms that can lessen the amount of debt on your company \$\#39\$;s balance sheet as compared to traditional loans. \$\&bull\$; Registration and Renewal. Handles the license and registration process across all 50 states • Remarketing. Helps businesses sell vehicles across all available channels while ensuring the best market price. • Online Reporting. Customized reports allow clients to view their data in a way that best suites their needs. • Maintenance. Offers the industry's most extensive full-maintenance program, extending maintenance covera; to virtually all makes of cars, light duty trucks, and service vehicles, as well as many diesel engine vehicles. • Fuel Management. Offers one customized card to suit all of your fueling needs authorized for use at most fueling stations around the country. . Environmental Services, www.drivinqfutures.com/fleetmanagement • Vehicle Cycling/Fleet Optimization • Emerging Fuel and Engine Technologies • Offsetting Greenhouse Gas Emissions • Fleet Emission Footprint Analysis « Additional services include risk management programs, driver safety program, fleet rental programs, and moi With 58 fully-staffed office nationwide, Enterprise Fleet Management has been recognized with the Automotive Service Excellence (ASE)

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
190402	Fleet Leasing and Management	07/31/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

190402

Dain Giesie Assistant Vice (314) 274-5428 Dain.E.Giesie@efleets.com

Michelle Rojas Business Analyst (314) 274-4556 michelle.m.rojas@efleets.com

The Interlocal Purchasing System

Purchasing Made Personal



Printed 21 September 2022

www.efleets.com



Enterprise Fleet Management

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 PAYMENT TO
 TIPS CONTACT

 ADDRESS
 1420 W. Mockingbird Lne. #640 NAME
 Charlie Martin

 CITY
 Dallas
 PHONE (866) 839-8477

 STATE
 TX
 FAX (866) 839-8472

 ZIP
 75247
 EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

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Michelle Rojas Business Analyst (314) 274-4556 michelle.m.rojas@efleets.com

TIPS VENDOR AGREEMENT

Between Enterprise Fleet Management Inc. and

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
RFP 190402 Fleet Leasing and Management

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) 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. 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail unless otherwise specifically agreed in writing by the parties.

A Purchase Order, 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 to 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 of the addendums possible.

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" or "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include <u>manufacturer's minimum standard</u> <u>warranty</u> unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members. 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. However, all vehicle leases will be governed by the terms and conditions set forth in the Vendor's Lease Agreement.

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 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. However, all vehicle leases will be governed by the terms and conditions set forth in the Vendor's Lease Agreement.

Disclosures

 Vendor and TIPS affirms 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.

- 2. 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.
- 3. 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.

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.

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 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 or executed Agreement 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.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx or similarly identifying the Agreement. 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 or vendor assigned dealer in compliance with applicable statute, or as otherwise provided by an agreement between 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. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

The Participation Fees due under this Agreement for years one through five are \$125.00 per leased vehicle delivered to TIPS Member entities under this agreement and TIPS RFP 190402 Fleet Leasing and Management. If the parties elect to renew the agreement beyond the initial five-year term, the fees due for those additional years will be negotiations at that tie. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. 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 pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at 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 work 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. However, all vehicle leases will be governed by the terms and conditions set forth in the Vendor's Lease Agreement.

State of Texas Franchise Tax

By signature hereon, the bidder 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, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to 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 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.

TIPS Member Purchasing Procedures

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.

- 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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

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 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 TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used 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.

Site Requirements (only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. 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 sub-contractor 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. 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.

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 whit 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 i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members, which are not a party to that particular agreement and its employees 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's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. 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.

Survival Clause

All applicable 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 this Solicitation 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 that is offered to 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-complying 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.

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 fully 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.

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 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.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence related to the requesting 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, 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, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

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 we do 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 1 business day of the change by a letter on your letterhead from 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

Insurance Requirements

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

General Liability\$1,000,000 each Occurrence/ AggregateAutomobile Liability\$300,000 Includes owned, hired & non-ownedWorkers' CompensationStatutory limitsUmbrella Liability\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. 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 Contractor(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. "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

- <u>Agreements:</u> All vendor orders received form TIPS Members must be emailed to TIPS at tipspo@tips-usa.com.
- Vendor Encouraging Members to bypass TIPS agreement: Encouraging entities 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 purchase orders are approved daily by TIPS and sent to 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.
- <u>Back Ordered Products</u>: If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.

EXHIBITS A, B, C & D are attached and incorporated fully as versions to be used with TIPS Members during life of this Agreement.

RESOLUTION #2022-			-	¢	:	ď	•	٦	ı	ı	ı	I	ľ	1	Г	ı	ı	1	٦	١	١	L	Ĭ	1	H	ŀ	-)	1	r	١	•)	4)	١.	_	
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A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THE MASTER EQUITY LEASE AGREEMENT, THE MAINTENANCE AGREEMENT, THE AMENDMENT TO THE MASTER EQUITY LEASE AGREEMENT, AND THE AMENDMENT TO FULL MAINTENANCE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT.

WHEREAS, the City Commission of the City of Kingsville (City) finds it in the best interest of the citizens of Kingsville that the City enter into the Master Equity Lease Agreement and the Amendment to the Master Equity Lease Agreement with Enterprise FM Trust for leased vehicles for the Public Works Department.; and

WHEREAS, the City Commission of the City of Kingsville (City) finds it in the best interest of the citizens of Kingsville that the City enter into the Maintenance Agreement and the Amendment to Full Maintenance Agreement with Enterprise Fleet Management, Inc. for the maintenance of the vehicles leased for the Public Works Department; and

WHEREAS, the City plans to obtain twelve new service trucks for various utility divisions within Public Works with Enterprise FM Inc. via the TIPS Purchasing Cooperative; and

WHEREAS, the City has authorized the City Manager to execute the Agreements; and

WHEREAS, there are funds in the FY22-23 budget allocated to cover the cost of these agreements.

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

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THAT the City Commission of the City of Kingsville authorizes the City Manager to execute the Master Equity Lease Agreement and the Amendment to the Master Equity Lease Agreement with Enterprise FM Trust, and to execute the Maintenance Agreement and the Amendment to Full Maintenance Agreement with Enterprise Fleet Management, Inc. as per the documents attached hereto.

II.

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

PASSED AND APPROVED by a majority vote of the City Commission the 28th day of November, 2022.

Sam	R.	Fugate,	Mayor

ATTEST:
Mary Valenzuela, City Secretary
APPROVED AS TO FORM
Courtney Alvarez, City Attorney



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this 28th day of November, 2022, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

- 1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.
- 2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

- (a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).
- (b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.
- (c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.
- (d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.
- (e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

initials:	EFM	Customer

- (f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.
- (g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.
- 4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.
- 5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.
- 6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.
- 7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

- (a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.
- (b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

- (a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.
- (b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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- (c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.
- 10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

- (a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:
- (i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability

nitials:	FFM	Customer

enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

- 12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.
- 13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.
- 14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement wit

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. Lessor has an absolute right to recoup any obligations Lessor would owe to Lessee under this Agreement against any obligations of Lessee to Lessor under this Agreement including, without limitation, under Sections 3, 5, 8, 10 and 12 of this Agreement. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the

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Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

- 16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.
- 17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).
- 18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written

LESSEE:	City of Kingsville, Texas	LESSOR: By:	Enterprise FM Trust Enterprise Fleet Management, Inc. its attorney in fact
Signature:		Signature:	
By:		Ву:	Paul Shurtleff
Title:		Title:	Regional Sales Manager
Address:	400 W. King Ave.	Address:	1505 Harry Wurzbach
Address.	City of Kingsville, TX 78363	Address.	San Antonio, TX 78209
Date Signed	f:,	Date Signed	l:

Initials: EFM_____ Customer_____



AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of November, 2022 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of November, 2022 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Kingsville, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: As Lessee is a unit of local government of the State of Texas and is subject to, and must comply with, the applicable provisions of the Texas Tort Claims Act, as set out in Civil Practices and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by breach of this Agreement. To the extent permitted by Texas law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Texas law.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Texas (determined without reference to conflict of law principles).

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal Corporation, and being a unit of government, is precluded by the Texas State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds by the City. The parties further agree that should the City fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, the parties agree that Lessor may recover the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

Additional Section 20 is added to the Master Equity Lease Agreement and reads as follows:

No Boycotting Israel. As required by Chapter 2271, Texas Government Code, Lessor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

City of Kingsville, Texas (Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
Ву	Ву
Title:	Title:



MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this corporation ("EFM"), and City of Kingsville, Texas	28th day of November, 2022, by Enterprise Fleet Management, Inc., a Missouri ("Lessee").
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- 1. LEASE. Reference is hereby made to that certain Master Lease Agreement dated as of the 28th day of November, 2022, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.
- 2. COVERED VEHICLES. This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").
- 3. TERM AND TERMINATION. The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.
- 4. VEHICLE REPAIRS AND SERVICE. EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced. Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50,00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.
- 5. ENTERPRISE CARDS: EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.
- 6. PAYMENT TERMS. The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

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in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

- 7. NO WARRANTIES. Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.
- 8. LESSOR NOT A PARTY. Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.
- 9. NOTICES. Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.
- 10. MISCELLANEOUS. This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE:	City of Kingsville, Texas	EFM:	Enterprise Fleet Management, Inc.
Signature:		Signature:	
By:		By:	Paul Shurtleff
Title:		Title:	Regional Sales Manager
Address:	400 W. King Ave.	Address:	1505 Harry Wurzbach
Address.	Kingsville, TX 78363	Addiess.	San Antonio, TX 78209
Attention:		Attention:	
Fax #:		Fax #:	
Date Signed		Date Signed	l:,

Initials: EFM_____ Lessee_____



AMENDMENT TO FULL MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of November, 2022 is attached to, and made a part of, the FULL MAINTENANCE AGREEMENT entered into on the ____ day of November, 2022 ("Agreement") by and between Enterprise Fleet Management Inc., a Missouri corporation ("EFM") and City of Kingsville, Texas ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 10 of the Full Maintenance Agreement is amended to read as follows:

This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas (without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, EFM and Lessee have executed this Amendment to Full Maintenance Agreement as of the day and year first above written.

City of Kingsville, Texas (Lessee)	ENTERPRISE FLEET MANAGEMENT, INC.
Ву	Ву
Title:	Title:
Date Signed:,	Date Signed:,,

AGENDA ITEM #7

RESOLUTION # 2022-____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A ROADWAY EASEMENT AGREEMENT (PUBLIC ROAD) AND A RELEASE OF EASEMENT WITH THE BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM FOR CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, REBUILDING, AND OPERATING A PUBLIC ROADWAY; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Texas A&M University System ("University") is undergoing development on the northwest corner of west Corral Avenue at Santa Rosa Street where new facilities are proposed to be built on campus; and

WHEREAS, the University discovered during its planning phase that the City of Kingsville ("City") easement does not accurately reflect the location of the actual roadway known as the curved intersection of Corral Avenue and Santa Rosa Street as it currently exists, the parties propose to rectify that discrepancy through the approval of the documents attached hereto; and

WHEREAS, the easement is granted for the purpose of constructing, maintaining, repairing, replacing, rebuilding, and operating a public roadway on the property, which includes the paving, curb, gutter, surface drainage facilities for a public street;

WHEREAS, City staff has worked with representatives from the Texas A&M University System to prepare a Roadway Easement Agreement (public road) and Release of Easement between the two parties; and

WHEREAS, the granting of the easement will improve the health, safety, and quality of life of the residents of both entities.

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

١.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to execute the Roadway Easement Agreement (public road) with the Board of Regents of the Texas A&M University System for constructing, maintaining, repairing, replacing, rebuilding, and operating a public roadway and to execute a Release of Easement in accordance with Exhibit A hereto attached and made a part hereof.

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 28th day of November , 2022.
Sam R. Fugate, Mayor
ATTEST:
Mary Valenzuela, City Secretary
APPROVED AS TO FORM:
Courtney Alvarez, City Attorney

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

ROADWAY EASEMENT AGREEMENT

(Public Road)

- 1. Grant of Easement. The BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, as grantor ("GRANTOR"), on behalf of the State of Texas, acting by and through its duly authorized officer, under authority of System Policy 41.01, and by virtue of the authority granted to the Board of Regents by Texas Education Code §85.26, and in consideration of the mutual benefits to be derived by both parties, hereby GRANTS, BARGAINS, SELLS and CONVEYS to the CITY OF KINGSVILLE, TEXAS, as grantee ("GRANTEE"), its permitted successors and assigns, a nonexclusive right-of-way easement (the "Easement") for roadway purposes over, on, and across and being a part of certain property of GRANTOR located in Kleberg County, Texas (the "Property"). The Easement is more particularly described on Exhibit "A" attached hereto and made a part of this Easement Agreement (this "Agreement").
- Purpose and Location of Easement. THE EASEMENT IS GRANTED SOLELY FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING, REBUILDING, AND OPERATING A PUBLIC ROADWAY ("ROAD") ON THE PROPERTY. THE TERM "ROAD" AS USED IN THIS AGREEMENT WILL MEAN THE PAVING, CURB, GUTTER, SURFACE DRAINAGE FACILITIES FOR A PUBLIC STREET. A plat of the Property showing the surface area affected by the Easement, referred to as "Tract 2" in said plat, and the location of the Road is depicted on Exhibit "B" attached hereto and made a part of this Agreement.
- 3. <u>Right of Access.</u> **GRANTEE** has the right of ingress and egress across the Property for the purpose of constructing, maintaining, repairing, replacing, rebuilding, and operating the Road for public use. **GRANTEE** agrees to occupy the surface of the Property only to the extent and for the length of time necessary for constructing, maintaining, repairing, replacing, and rebuilding the Road for public use. Any gate or opening used by **GRANTEE** for ingress or egress in the exercise of its rights must be kept in proper condition and closed at all times.
- 4. <u>Duties</u>. **GRANTEE** agrees to notify **GRANTOR** five (5) business days prior to commencement of any repairs or replacements, unless the repairs are due to an emergency, in which case **GRANTEE** will notify **GRANTOR** as soon as reasonable. The foregoing notification requirement will not apply to routine maintenance on existing roadway improvements. **GRANTEE** agrees to notify **GRANTOR** no later than three (3) business days after completion of any construction, repairs or replacements, and will cooperate with **GRANTOR** personnel in conducting an onsite inspection to assess damages resulting from **GRANTEE**'s activities.

GRANTEE will repair, remediate and restore, at **GRANTEE**'s sole cost and expense and within a reasonable period of time, any condition or damage of the Property or the surrounding property owned by **GRANTOR** adjacent to the Property arising out of or as a result of any construction, maintenance or repair work performed within or surrounding the Property or through

the use of the Easement by **GRANTEE** and/or its contractors, employees, agents or licensees or arising out of the failure of **GRANTEE** and/or its contractors, employees, agents or licensees to comply with applicable laws, rules, regulations and/or safety standards as to the use of the Easement or work performed therein.

- 5. No Fee Interest Granted. This is a grant of a nonexclusive right-of-way and easement for roadway purposes only, and does not grant any fee interest to the surface, subsurface, or any interest in the minerals on or under the Property. The conveyance is made subject to any and all outstanding restrictions, reservations, covenants, conditions, easements and other encumbrances filed of record or apparent on the ground. **GRANTOR** expressly retains all rights to grant, control and renew all easements, of every kind and character, on, over or under the Property.
- 6. <u>Duration of Easement</u>. The Easement granted herein will remain in force and effect only so long as **GRANTEE** uses the Property for a public right-of-way. Upon a formal declaration from **GRANTEE** that the Easement is no longer needed for use as a public right-of-way, the Easement will automatically terminate.
- 7. Removal of Equipment and Improvements. If required by GRANTOR, GRANTEE must remove any of its equipment and improvements (the "Improvements") from the Property within one hundred twenty (120) calendar days following the date of termination or abandonment of the Easement, and GRANTEE agrees to return the Property as nearly as possible to the same condition as it was before GRANTEE entered on the Property. If removal causes injury to the Property or to any interests of GRANTOR, GRANTEE will restore the Property or interests or, at GRANTOR's option, pay for such damage within sixty (60) calendar days after completion of such removal.
- 8. <u>Nonexclusive Easement</u>. The Easement is nonexclusive. **GRANTOR** reserves for **GRANTOR** and **GRANTOR's** successors and assigns the right to full use and enjoyment of the Property and the right to convey the Property or other rights or easements to others, so long as such use or conveyance does not interfere with **GRANTEE's** rights and use as set forth herein.
- 9. Hold Harmless. TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION FOR PERSONAL INJURY OR DEATH AND/OR DAMAGE TO OR DESTRUCTION OF PROPERTY OR IMPROVEMENTS CAUSED BY, ARISING OUT OF, OR RESULTING FROM THE EXERCISE OF RIGHTS GRANTED TO GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHER PERSONS ACTING UNDER GRANTEE'S DIRECTION. GRANTEE FURTHER AGREES TO PAY ALL EXPENSES, COSTS, AND ATTORNEYS' FEES ASSOCIATED WITH SUCH CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION, AS WELL AS THOSE INCURRED BY GRANTOR IN THE ENFORCEMENT OF THIS INDEMNITY PROVISION.

- Antiquities. GRANTEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966 (PB-89-66, 80 STATUTE 915; 16 U.S.C.A. §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. BEFORE BREAKING GROUND AT THE PROPERTY, GRANTEE MUST NOTIFY THE TEXAS HISTORICAL COMMISSION ("THC"). AN ARCHEOLOGICAL SURVEY, AT GRANTEE'S SOLE COST AND EXPENSE, MIGHT BE REQUIRED BY THE THC BEFORE CONSTRUCTION OR INSTALLATION OF ANY IMPROVEMENTS CAN COMMENCE. FURTHER, IN THE EVENT THAT ANY SITE. OBJECT. LOCATION, **ARTIFACT** OR **OTHER FEATURE** ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING THE ACTIVITIES AUTHORIZED BY THIS EASEMENT, GRANTEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY GRANTOR SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN BY GRANTEE TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE. GRANTOR will not be liable for any costs of GRANTEE, GRANTEE's contractors, subcontractors or any other person or entity as a result of any encounter described in this Section 10. GRANTEE agrees that title to all archaeological objects and artifacts, if any, discovered in or on the Property will remain with GRANTOR.
- 11. <u>Use of Property; Compliance</u>. **GRANTEE** will not commit or suffer to be committed waste upon the Property and will keep the Property, the improvements, and its equipment in good working order and repair and in a clean, safe, and healthful condition. Before breaking ground and during the term of this Agreement, **GRANTEE** must comply with and obtain any permits or licenses which may be required by federal, state or local statute in connection with the use of the Property.
- 12. <u>Hazardous Waste</u>. **GRANTEE** will not use the Property or permit the Property to be used so as to cause, suffer, or allow any contamination of soils, ground water, surface water, or natural resources on or adjacent to the Property resulting from, but not limited to, spills or leaks of oil, gasoline, hazardous materials, hazardous wastes, or other chemical compounds. **GRANTEE** is solely responsible for cleanup of any contamination resulting from violation of this provision.

IF THE PRESENCE OF HAZARDOUS MATERIALS ON THE PROPERTY IS CAUSED OR PERMITTED BY GRANTEE AND SUCH MATERIALS RESULT IN CONTAMINATION OF THE PROPERTY OR IF CONTAMINATION OF THE PROPERTY BY HAZARDOUS MATERIAL OTHERWISE OCCURS AND IS CAUSED BY GRANTEE'S USE, THEN TO THE EXTENT ALLOWED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, GRANTEE WILL INDEMNIFY, DEFEND, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, JUDGMENTS, DAMAGES, PENALTIES, FINES, COSTS, LIABILITIES, OR LOSSES (INCLUDING DIMINUTION IN VALUE OF THE PROPERTY, DAMAGES FOR THE LOSS OF OR RESTRICTION ON USE OF THE PROPERTY OR OF ANY AMENITY OF THE PROPERTY, AND SUMS PAID IN SETTLEMENT OF CLAIMS, ATTORNEYS'

FEES, CONSULTANTS' FEES AND EXPERTS' FEES) WHICH ARISE DURING OR AFTER THE EASEMENT TERM AS A RESULT OF SUCH CONTAMINATION. THIS INDEMNIFICATION OF GRANTOR BY GRANTEE INCLUDES COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS AND ANY CLEANUP, REMEDIATION, REMOVAL, OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF THE PRESENCE OF HAZARDOUS MATERIAL.

- 13. Default and Termination. It is agreed that upon default by **GRANTEE** of any of the covenants and conditions set forth in this Agreement, GRANTOR has the right, and such right is expressly reserved, to declare the Easement forfeited, without prejudice to any claim GRANTOR may have against GRANTEE; provided, however, GRANTOR will give GRANTEE written notice of its intention to terminate the Easement and the reasons for termination, and, except as otherwise provided in Section 21, **GRANTEE** will have thirty (30) calendar days after receipt of notice to rectify the default or violation; provided further however, if such condition cannot reasonably be cured within said thirty (30) day period, GRANTEE shall commence to cure such condition within said thirty (30) day period and shall thereafter prosecute such action diligently and continuously to completion within a reasonable time period following GRANTOR's notice. Upon timely correction, as determined by GRANTOR in its sole discretion, the Easement will remain in full force and effect. Termination or abandonment of the Easement for any cause is automatic and all rights granted revert to GRANTOR without the necessity of any further action or suit on the part of GRANTOR. Upon termination or abandonment, GRANTEE agrees to file a Release of Easement in the Deed Records of the County in which the Property is located, but if it fails to do so within ten (10) days following termination abandonment, then GRANTOR will have the right to file the Release Easement. Abandonment will be deemed to have occurred when the Easement is not used for the purposes granted for a continuous period of one (1) calendar year, unless such non-use is caused by force majeure or other cause outside the reasonable control of **GRANTEE**.
- 14. <u>Notices</u>. Any notice required or permitted under this Agreement must be in writing, and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. **GRANTOR** and **GRANTEE** may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

GRANTOR: The Texas A&M University System

Office of General Counsel – SERO 301 Tarrow Street, Suite 262

College Station, Texas 77840-7896

Phone: (979) 458-2388 Email: energy@tamus.edu **COPY TO:** The Texas A&M University System

Office of General Counsel - P&C

301 Tarrow Street, 6th Floor

College Station, Texas 77840-7896

Phone: (979) 458-6120 Email: property@tamus.edu

GRANTEE: City of Kingsville

City Manager

400 West King Avenue Kingsville, Texas 78363

(361) 595-8002

mmclaughlin@cityofkingsville.com

COPY TO: City of Kingsville

City Attorney

400 West King Avenue Kingsville, Texas 78363

(361) 595-8016

attny@cityofkingsville.com

- 15. <u>Waiver</u>. The failure of **GRANTEE** or **GRANTOR** to insist in any particular instance on a strict performance of any of the covenants of this Agreement will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.
- 16. <u>Privileges and Immunities</u>. **GRANTEE** acknowledges that **GRANTOR** is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by **GRANTOR** of its right to claim exemptions, privileges, and immunities as may be provided by law.
- 17. Governing Law and Venue. The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, will be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Texas Education Code §85.18, venue for any suit filed against **GRANTOR** must be in Brazos County, Texas.
- 18. <u>Grammatical Interpretation</u>. When the singular number is used, it also includes the plural, and the masculine gender includes the feminine and neuter gender.
- 19. <u>Headings</u>. Headings are for reference and will not be construed to limit or alter the meaning of the provisions of this Agreement.

- 20. <u>Saving Clause</u>. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will remain in full force and effect and will not be affected, impaired or invalidated.
- 21. <u>Assignment</u>. **GRANTEE** may not sell, assign, encumber or convey the Easement without the prior written consent of **GRANTOR**, which consent will not be unreasonably withheld, and any attempt by **GRANTEE** to sell, assign, encumber or convey the Easement without such consent will cause this Agreement to terminate. Any permitted sale, assignment, encumbrance or conveyance may be subject to payment of an administrative fee to **GRANTOR**.
- 22. <u>Successors and Assigns</u>. This Agreement and each and all of its covenants, obligations, and conditions will inure to the benefit of and be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties.
- 23. <u>Entire Agreement</u>. This Agreement constitutes the complete agreement of the parties and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by this Agreement. This Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.
- 24. <u>Effective Date</u>. This Agreement is deemed to be in force as of the 1st day of September, 2022, regardless of the date actually signed.

[Signature pages follow]

EXECUTED	, 2022 by GRANTOR.	
	BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM, an agency of the State of Texas	
	By: JOHN SHARP Chancellor The Texas A&M University System	
APPROVED AS TO FORM:		
ASHLEA HEWLETT Assistant General Counsel Office of General Counsel The Texas A&M University Sy	ystem	
	ACKNOWLEDGEMENT	
STATE OF TEXAS COUNTY OF BRAZOS	§ § §	
JOHN SHARP, Chancellor,	knowledged before me on	
	Notary Public in and for The State of Texas	

PRESSLY ACKNOWLEDGED AND ACCEPTED , 2022.
CITY OF KINGSVILLE, TEXAS
SAM R. FUGATE Mayor
WLEDGEMENT
before me on
Notary Public in and for The State of Texas

EXHIBIT "A"

Legal Description

COMMENCE at a one-inch (1") iron pipe set for the SW corner of Collegiate Station Development, Block 1, Lot 1, Javelina Station;

THENCE, S 89°02'57" W for a distance of 2,263.67' to the northeasterly-most corner of this Easement, for the Point of Beginning (POB);

THENCE, S 00°57'03" E for a distance of 100.00';

THENCE, in a southwesterly direction for 497.35' along the arc of a curve having a radius of 360.00' and having a chord bearing S 39°09'41" W and a chord length of 458.73';

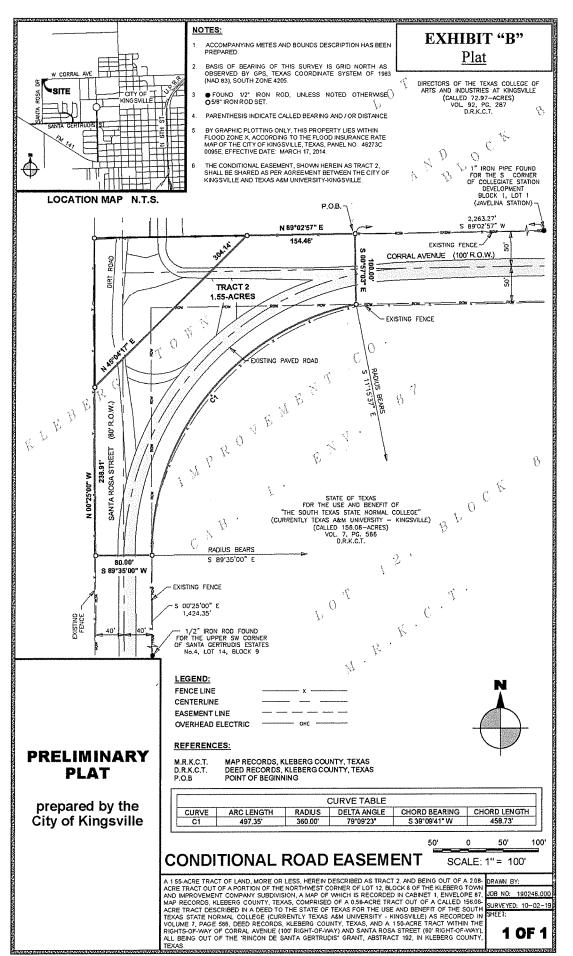
THENCE, S 89°35'00" W for a distance of 80.00';

THENCE, N 00°25'00" W for a distance of 238.91';

THENCE, N 45°04'17" E for a distance of 304.14';

THENCE, N 89°02'57" E for a distance of 154.46', to the POB;

Containing 1.55 acres of land, more or less.



RELEASE OF EASEMENT

STATE OF TEXAS

§ §

COUNTY OF KLEBERG §

WHEREAS, a certain right-of-way easement was established by plat, recorded on October 28, 1964 as Instrument Number 1964-90275 in Volume 3, Page 21, Cabinet 1, Sleeve 85 of the Plat Records of Kleberg County, Texas, to the CITY OF KINGSVILLE, TEXAS, ("KINGSVILLE") (the "City Easement") across property in Kleberg County, Texas (the "Property") owned by the BOARD OF REGENTS OF THE TEXAS A&M UNIVERSITY SYSTEM ("A&M SYSTEM") as successor in interest to the South Texas State Normal College, Grantee in the vesting deed recorded as Instrument Number 1917-6948 in Vol 7, Page 566 of the Real Property Records of Kleberg County, Texas; and

WHEREAS, a certain right-of-way easement was established by easement agreement, recorded on September 7, 1961 as Instrument Number 1961-76853 in Volume 156, Page 434 of the Real Property Records of Kleberg County, Texas, to Kleberg County, Texas (the "County Easement"), across the Property owned by **A&M SYSTEM**; and

WHEREAS, a portion of the City Easement and a portion of the County Easement do not accurately reflect the location of the actual roadway, known as the curved intersection of Corral Avenue and Santa Rosa Street, located in Kleberg County, Texas, as it currently exists (the "Released Easements Tract"); said Released Easements Tract being further described and depicted as Tract 1 in Exhibit A attached; and

WHEREAS, KINGSVILLE has agreed to release and abandon the Released Easements Tract, and all of KINGSVILLE's rights and interests therein, in exchange for A&M SYSTEM granting KINGSVILLE a new easement that accurately reflects the actual roadway as it currently exists.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The CITY OF KINGSVILLE, for and in consideration of the granting of a new easement by A&M SYSTEM and other good and valuable consideration, the receipt of which is hereby acknowledged, abandons the Released Easements Tract and releases A&M SYSTEM from the Released Easements Tract and all rights and responsibilities granted therein.

IN WITNESS WI	HEREOF, thi	s instrument is executed on this the	day of
	, 2022.		
	T	HE CITY OF KINGSVILLE, TEXAS	
	Ву		
		SAM R. FUGATE Mayor	
STATE OF TEXAS	§		
COUNTY OF	\$ \$		
		ged before me onehalf the City of Kingsville, Texas.	, 2022,
y SAMIR. FUGATE, as	iviayor, on oc	man the City of Kingsvine, Texas.	
		Notary Public in and for	
		The State of Texas	

EXHIBIT A

Legal Description

COMMENCE at a one-inch (1") iron pipe set for the SW corner of Collegiate Station Development, Block 1, Lot 1, Javelina Station;

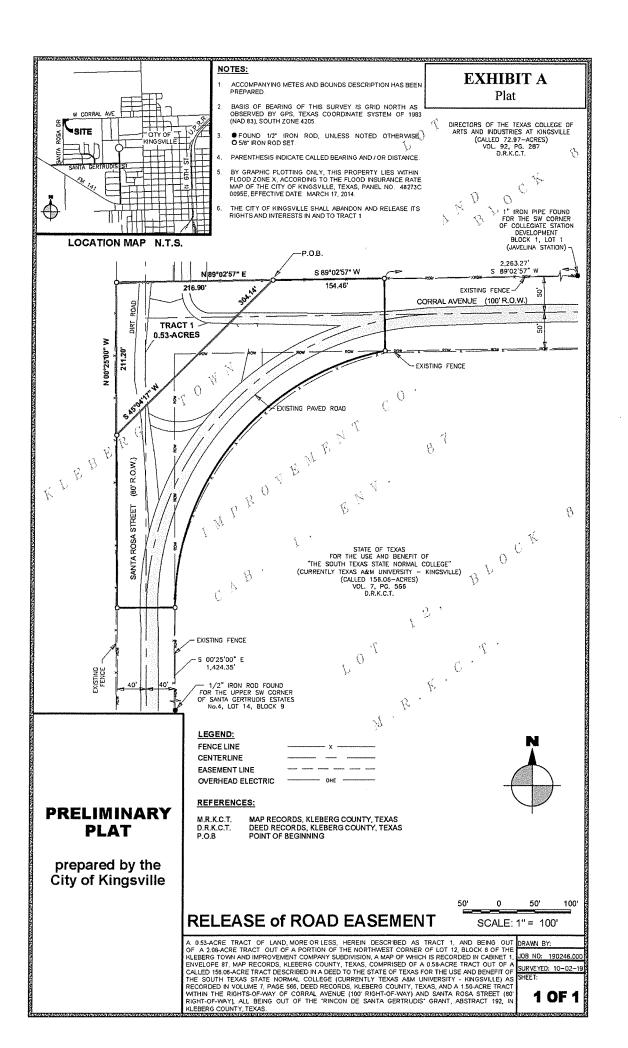
THENCE, S 89°02'57" W for a distance of 2,263.27' to the northeasterly-most corner of 1.55-acre roadway easement from The Board of Regents of the Texas A&M University System to the City of Kingsville, Texas, dated effective September 1, 2022, and thence continuing along the same bearing, being the northern boundary of said roadway easement, for an additional 154.46' TO the easterly-most point of this tract and the Point of Beginning (POB);

THENCE, S 45°04'17" W for a distance of 304.14';

THENCE, N 00°25'00" W for a distance of 211.20';

THENCE, N 89°02'57" E for a distance of 216.90', to the POB;

Containing 0.53 acres of land, more or less.



AGENDA ITEM #8

City of Kingsville Finance Department

TO: Mayor and City Commissioners

CC: Mark McLaughlin, City Manager

FROM: Deborah Balli, Finance Director

DATE: November 16, 2022

SUBJECT: Request to roll over Downtown Planter Project

Summary:

The Downtown Planter Project was started in FY 21-22, but completed in FY 22-23.

Background:

This project was originally budgeted in Fund 033 for a project cost of \$15,000, but the final cost was \$12,290. These invoices will be the final invoices submitted for this project.

Fund 033 is the CO Series 2016 Fund which is slated to be closed this FY 22-23 and since this project was not included in the budget, funds are no longer available due to appropriations approved for two other projects.

Financial Impact:

The FY 22-23 budget set aside \$300,000 into line item 001-5-1030-86000 to cover budget amendments in the General Fund and this request will be funded from this line item.

Recommendation:

Staff recommends the approval of the budget amendment for the downtown planter project that was started in FY 21-22 and completed in FY 22-23.



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AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR THE DOWNTOWN PLANTER PROJECT THAT WAS NOT COMPLETED IN FY 21-22.

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 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT – BA#15

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 0	01 – General	Fund		10 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
Expend	ditures – <u>5</u>				
1030	City Special	Grounds & Perm Fixtures	59100	\$12,290	
1030	City Special	Budget Amendment Reserve	86000		\$12,290

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for the downtown planter project that was not completed in FY 21-22. Funding will come from the Budget Amendment Reserve in General Fund.]

11.

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

III.

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

publication as required by law.	shall become effe	ctive on and after adoption an
INTRODUCED on this the 28th day of Noven	nber 2022.	
PASSED AND APPROVED on this the		, 2022.
Sam R. Fugate, Mayor		
ATTEST:		
Mary Valenzuela, City Secretary		
APPROVED AS TO FORM:		
Courtney Alvarez, City Attorney		

AGENDA ITEM #9

Action Item for plan

City of Kingsville Richard and Henrietta King Monument OPINION OF PROBABLE CONSTRUCTION COST

	Richard and Henrietta King Monument												
ITEM	DESCRIPTION QTY UNIT UNIT COST				SUBTOTAL COST								
A-1	Mobilization	1	LS	\$10,000.00	\$10,000.00								
A-2	Walkway and Flatwork (Decorative)	4,010	SF	\$22.00	\$88,220.00								
A-3	Brick (Sidewalk and Planters)	1,528	SF	\$24.00	\$36,672.00								
A-4	Cinder Block Wall (At sitting area)	888	SF	\$24.00	\$21,312.00								
A-5	Backfill	156	CY	\$15.00	\$2,340.00								
A-6	Excavation	156	CY	\$10.00	\$1,560.00								
A-7	Landscaping (Allowance)	1	LS	\$35,000.00	\$35,000.00								
A-8	Benches	8	EA	\$850.00	\$6,800.00								
A-9	Monument Foundation	1	LS	\$20,000.00	\$20,000.00								
		Construction	Improve	ments Subtotal:	\$211,904.00								
		Construc	tion Cont	ingency (15%):	\$31,785.60								
			Con	struction Total:	\$243,689.60								
	Engineering, Design, a	nd Project Admir	nistration	Services									
	Engineering and D	esign Services (15	% total o	f Construction)									
				agement (2.0%):	\$4,873.79								
		Engine	ering and	Design (10.0%):	\$24,368.96								
		To	opographic	Survey (1.5%):	\$3,655.34								
	\$8,529.14												
	TOTAL ENGINEERING, DESIG	N AND PROJEC	T ADMI	NISTRATION:	\$41,427.23								

Total Estimated Project Cost: \$285,116.8	

The document is released for the purpose of review under the authority of Jesus Jimenez, P.E. 100765, on October 17, 2022, it is not to be used for any other purpose. (TBPE Firm F-10837).



September 29, 2022

Mr. Charlie Sosa Purchasing Manager City of Kingsville Kingsville, TX 78363

RE: Design Development for Richard and Henrietta King Memorial Monument Garden

Dear Mr. Sosa,

International Consulting Engineers (ICE) is pleased to furnish the following scope of professional services for the engineering design and development of construction documents for the Henrietta King Memorial Monument to be located on the grounds of City of Kingsville City Hall.

The proposed scope of work for Professional Services is as follows:

Project Coordination Services

- Meetings and Coordination with Client
 - Total Project Coordination Services Fee: \$1,272.00

Architectural / Engineering Design Services

- Existing Site plan
- SWPPP plan
- Proposed site plan
- Staking and Grading plan
- Notes and Specifications
 - Total Engineering Design Services Fee: \$14,064.00
- Foundation plan
- Foundation details
- · Misc. structural details
- Site Survey

Additional Engineering Services

- 3D Rendering of Sculpture
- Site Visit / 3D Scan of Monument
- Process 3D Scan Data
 - Total Additional Services Fee: \$6,704.00



Page 2 of 2

September 29, 2022

Mr. Charlie Sosa

RE: Design Development for Richard and Henrietta King Memorial Monument Garden

Exclusions, clarifications, and assumptions of services:

- Access to the jobsite will be provided by client
- No additional work will be performed without prior approval from Client
- All plans and certifications provided to client will be signed and sealed by licensed and registered
 Engineer and/or Architect with license to perform in Texas

Our fee for providing the professional services stated above for the Memorial Monument Garden Scope of Work will be \$22,040.00 (Thirty - Two Thousand Forty Dollars and No Cents). If we can provide additional information or be of further service, please do not hesitate to contact Jesus J. Jimenez, PE at 361.826.5805; JJ@icengineers.net Refer to the attached manhour estimate for a breakdown of the hours.

Sincerely,

Jesus J. Jimenez, P.E., CFM

President

AGREED AND ACCEPTED:

Name:

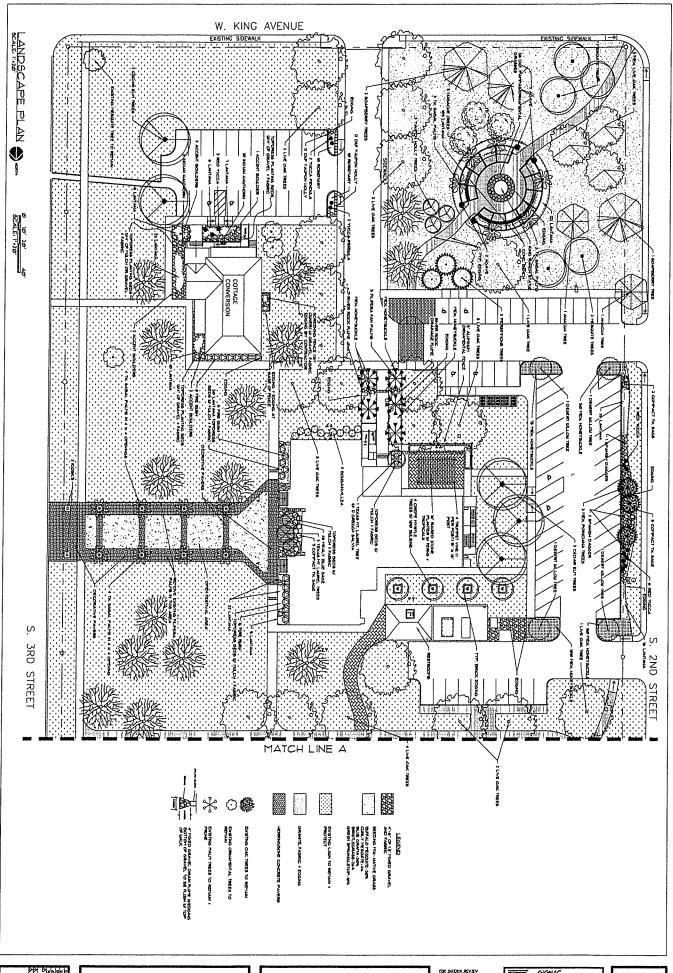
Title:

Signature:

TASK				***************************************	*****				
A. PROFESSIONAL SERVICES:	PROJ. MANAGER I	ENGINEER IV	ENGINEER II	DESINGER II	TECHNICIAN IV	2 MAN SURVEY CREW	SR. SURVEY TECH.	ADMIN./CLERICAL	REIMBURSED COSTS
Hourly Rates	\$ 146	S 146	\$ 104	S 120	s 98	\$ 175	S 119	S 52	
I. PROJECT COORDINATION				1	1	1.4	1	1.5	
1.1 Meetings with client	2	6	T	[· · · · · · · · · · · · · · · · · · ·	T	I	T	2	
1.2 Meetings with project execution team									
TOTAL PROJECT COORDINATION MAN-HOURS	2	6	0	0	0	0	0	2	\$0
TOTAL PROJECT COORDINATION FEES	\$292	\$876	\$0	\$0	50	\$0	\$0	\$104	\$0
TOTAL PROJECT COORDINATION COST				\$1,272	J		4i	I	<u> </u>
II. ENGINEERING DESIGN SERVICES									
2.1 Notes Sheet		1		2				1	
2.2 Site Survey		2				6	8	1	
2.3 Site Staking		2	4	6	12			2	
2.4 Site Grading		2	4	6	12			2	
2.5 SWPPP		2	4	4	8			i	
2.6 Foundation Plan		2	4	4	8			1	
2.7 Foundation Details		2	2	4	8			1	
TOTAL ENGINEERING DESIGN MAN-HOURS	0	13	18	26	48	6	8	9	0
TOTAL ENGINEERING DESIGN FEES	\$0	\$1,898	\$1,872	\$3,120	\$4,704	\$1,050	\$952	\$468	\$0
TOTAL ENGINEERING DESIGN COST				\$14,064					
	******				· · · · · · · · · · · · · · · · · · ·				
III. ADDITIONAL PROFESSOINAL SERVICES					,				
3.1 3D RENDERING OF MONUMENT				40					
3.2 SITE VISIT / 3D SCAN OF MONUMENT							8		
3.3 PROCESS 3D SCAN DATA							8		
TOTAL ADDITIONAL SERVICES	0	0	0	40	0	0	16	0	\$0
TOTAL ADDITIONAL SERVICES FEES	50	S0	\$0	\$4,800	\$0	\$0	\$1,904	\$0	\$0
TOTAL ADDITIONAL SERVICES COST				\$6,704		******			
IV SDECIAL SERVICES				····					
IV. SPECIAL SERVICES	· · · · · · · · · · · · · · · · · · ·		T						
4.1 Mileage									
4.2 Per Diem									
TOTAL PER DIEM AND TRAVEL	0	0	0	0	0	0	0	0	0
TOTAL PER DIEM AND TRAVEL FEES	\$0	50	\$0	<u>\$0</u>	50	\$0	\$0	50	\$0
TOTAL PER DIEM AND TRAVEL COST	1	\$0	1	\$0	· · · · · · · · · · · · · · · · · · ·				
TOTAL EST. MAN-HOURS FOR PROFESSIONAL									
SERVICES	2	19	18	66	48	6	24	11	
TOTAL EST. FEES FOR PROFESSIONAL SERVICES	\$292	\$2,774	\$1,872	\$7,920	\$4,704	\$1,050	\$2,856	\$572	\$0
TOTAL EST COST FOR PROSESSIONAL SERVICES									
TOTAL EST. COST FOR PROFESSIONAL SERVICES			***************************************	\$22,040			***************************************		

NOTES:

- 1. Payment is due upon receipt.
 2. A 1.5% monthly late charge shall be assessed against all 30 days past due accounts.
 3. All labor rates for overtime are subject to a 1.5 multipier for
 4. Rates are exclusive of any applicable sales and use taxes.
 5. Credit card payments are subject to 3.5% charge.
 6. Standby time will be billed at an hourly rate.
 7. Construction services, other than inspections, are not included in this estimate.



20023

CITY OF KINGSVILLE-CITY HALL KNEGVELE, TEXAS

LANDSCAPE MASTER PLAN

THE INTERIM REVIEW THESE DOCUMENTS AND FOR PROTECTION AND AND NOT THE PROTECTION PROPERTY. ON CONSTRUCTION PROPERTY. C. GOULD & 1539 DOC. BATE. \$789.75

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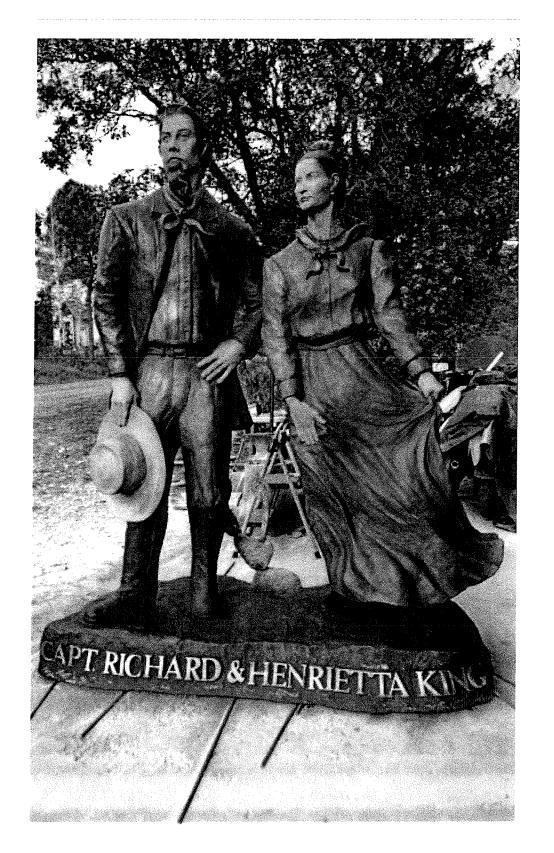
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AGENDA ITEM #10

Budget Am

City of Kingsville Richard and Henrietta King Monument OPINION OF PROBABLE CONSTRUCTION COST

	Richard and Henrietta King Monument												
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL COST								
A-1	Mobilization	1	LS	\$10,000.00	\$10,000.00								
A-2	Walkway and Flatwork (Decorative)	4,010	SF	\$22.00	\$88,220.00								
A-3	Brick (Sidewalk and Planters)	1,528	SF	\$24.00	\$36,672.00								
A-4	Cinder Block Wall (At sitting area)	888	SF	\$24.00	\$21,312.00								
A-5	Backfill	156	CY	\$15.00	\$2,340.00								
A-6	Excavation	156	CY	\$10.00	\$1,560.00								
A-7	Landscaping (Allowance)	1	LS	\$35,000.00	\$35,000.00								
A-8	Benches	8	EA	\$850.00	\$6,800.00								
A-9	Monument Foundation	1	LS	\$20,000.00	\$20,000.00								
		Construction	Improve	ments Subtotal:	\$211,904.00								
		Construct	ion Cont	ingency (15%):	\$31,785.60								
			Cons	struction Total:	\$243,689.60								
	Engineering, Design, a	nd Project Admin	istration	Services									
	Engineering and De	esign Services (15°	% total o	f Construction)									
		Pro	ject Mana	agement (2.0%):	\$4,873.79								
		Enginee	ring and	Design (10.0%):	\$24,368.96								
		To	pographic	Survey (1.5%):	\$3,655.34								
	\$8,529.14												
	TOTAL ENGINEERING, DESIG	N AND PROJEC	T ADMI	NISTRATION:	\$41,427.23								

			ma									

The document is released for the purpose of review under the authority of Jesus Jimenez, P.E. 100765, on October 17, 2022, it is not to be used for any other purpose. (TBPE Firm F-10837).



September 29, 2022

Mr. Charlie Sosa Purchasing Manager City of Kingsville Kingsville, TX 78363

RE: Design Development for Richard and Henrietta King Memorial Monument Garden

Dear Mr. Sosa,

International Consulting Engineers (ICE) is pleased to furnish the following scope of professional services for the engineering design and development of construction documents for the Henrietta King Memorial Monument to be located on the grounds of City of Kingsville City Hall.

The proposed scope of work for Professional Services is as follows:

Project Coordination Services

- Meetings and Coordination with Client
 - o Total Project Coordination Services Fee: \$1,272.00

Architectural / Engineering Design Services

- Existing Site plan
- SWPPP plan
- Proposed site plan
- Staking and Grading plan
- Notes and Specifications
 - o Total Engineering Design Services Fee: \$14,064.00
- Foundation plan
- Foundation details
- Misc. structural details
- Site Survey

Additional Engineering Services

- 3D Rendering of Sculpture
- Site Visit / 3D Scan of Monument
- Process 3D Scan Data
 - Total Additional Services Fee: \$6,704.00



Page 2 of 2

September 29, 2022

Mr. Charlie Sosa

RE: Design Development for Richard and Henrietta King Memorial Monument Garden

Exclusions, clarifications, and assumptions of services:

- Access to the jobsite will be provided by client
- No additional work will be performed without prior approval from Client
- All plans and certifications provided to client will be signed and sealed by licensed and registered
 Engineer and/or Architect with license to perform in Texas

Our fee for providing the professional services stated above for the Memorial Monument Garden Scope of Work will be \$22,040.00 (*Thirty - Two Thousand Forty Dollars and No Cents*). If we can provide additional information or be of further service, please do not hesitate to contact Jesus J. Jimenez, PE at 361.826.5805; <u>JJ@icengineers.net</u> Refer to the attached manhour estimate for a breakdown of the hours.

Sincerely,

Jesus J. simenez, P.E., CFM

President

AGREED AND ACCEPTED:

Name: ______

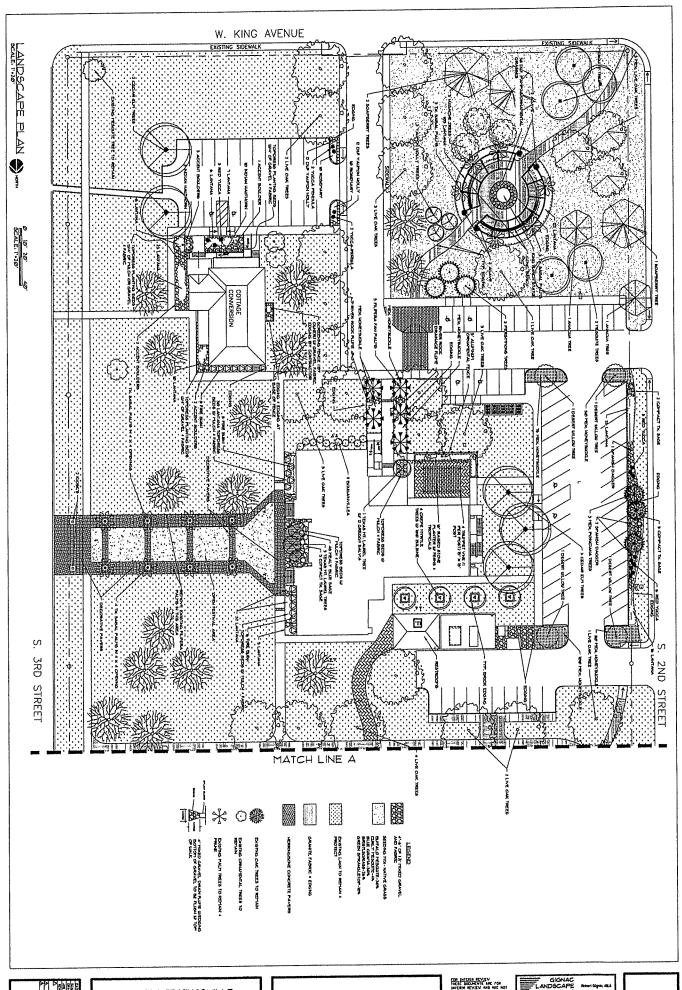
Title: _____

Signature: _____

TASK									
	PROJ. MANAGER I	ENGINEER IV	ENGINEER II	DESINGER II	TECHNICIAN IV	2 MAN SURVEY CREW	SR. SURVEY TECH.	ADMIN. / CLERICAL	REIMBURSED COSTS
A. PROFESSIONAL SERVICES:					- 00	0 175	S 119	\$ 52	
	\$ 146	\$ 146	\$ 104	\$ 1.20	5 98	\$ 175	3 119	0 32	
I. PROJECT COORDINATION								2	
1.1 Meetings with client	2	6							
1.2 Meetings with project execution team					0	0	0	2	\$0
TOTAL PROJECT COORDINATION MAN-HOURS	2	6	0	0	\$0	\$0	\$0	\$104	\$0
TOTAL PROJECT COORDINATION FEES	\$292	\$876	\$0	\$0	30	30	30		
TOTAL PROJECT COORDINATION COST				\$1,272					
II. ENGINEERING DESIGN SERVICES									
- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1-		1		2	<u> </u>			l	
2.1 Notes Sheet		2				6	8	l	
2.2 Site Survey		2	4	6	12			2	
2.3 Site Staking		2	4	6	12			2	
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2.5 SWPPP		2	4	4	8			1	
2.6 Foundation Plan		2	2	4	8			1	
2.7 Foundation Details	0	13	18	26	48	6	8	9	0
TOTAL ENGINEERING DESIGN MAN-HOURS	S0	\$1,898	\$1,872	\$3,120	\$4,704	\$1,050	\$952	\$468	\$0
TOTAL ENGINEERING DESIGN FEES TOTAL ENGINEERING DESIGN COST		1		\$14,064					
TOTAL ENGINEERING DESIGN COST									
III. ADDITIONAL PROFESSOINAL SERVICES									
		I		40				<u> </u>	
3.1 3D RENDERING OF MONUMENT							8		
3.2 SITE VISIT / 3D SCAN OF MONUMENT							8		
3.3 PROCESS 3D SCAN DATA	0	0	. 0	40	0	0	16	0	<u>\$0</u>
TOTAL ADDITIONAL SERVICES	S0	50	\$0	\$4,800	\$0	\$0	\$1,904	\$0	S0_
TOTAL ADDITIONAL SERVICES FEES TOTAL ADDITIONAL SERVICES COST				\$6,704	1				
TOTAL ADDITIONAL SERVICES COST									
IV. SPECIAL SERVICES				·		т	Т		Ι
4.1 Mileage			<u> </u>	 	ļ	 	<u> </u>	+	
4.2 Per Diem			<u> </u>		 	 	0	0	0
TOTAL PER DIEM AND TRAVEL	0	0	0	0	0	0	\$0	\$0	50
TOTAL PER DIEM AND TRAVEL FEES	S0	\$0	S0	\$0	50	\$0	1 20	1 30	1 30
TOTAL PER DIEM AND TRAVEL COST		\$0	т	30	, T	T	T	1	T
				 		 	+	-	
TOTAL EST. MAN-HOURS FOR PROFESSIONAL	2	19	18	66	48	6	24	11	
SERVICES TOTAL EST. FEES FOR PROFESSIONAL SERVICES	\$292	\$2,774	\$1,872	\$7,920	\$4,704	\$1,050	\$2,856	\$572	\$0
TOTAL EST. COST FOR PROFESSIONAL SERVICES				\$22,040	0				
TOTAL EST. COST FOR FROT ESSIONAL SERVICES	1						***************************************		

NOTES:

- Payment is due upon receipt.
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 All labor rates for overtime are subject to a 1.5 multipier for
 Rates are exclusive of any applicable sales and use taxes.
 Credit card payments are subject to 3.5% charge.
 Standby time will be billed at an hourly rate.
 Construction services, other than inspections, are not included in this estimate.



CITY OF KINGSVILLE-CITY HALL KNOSVILE, TEXAS

LANDSCAPE MASTER PLAN

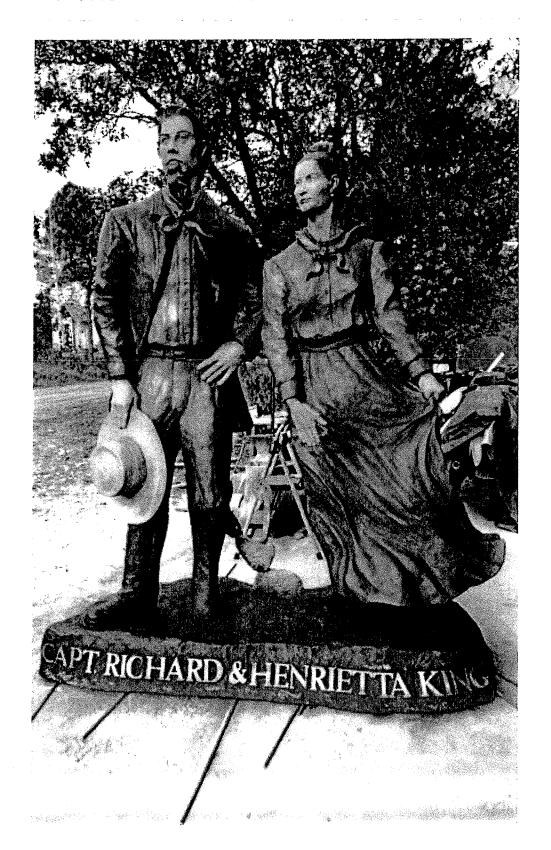
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ORDINANCE NO. 2022-

AN ORDINANCE AMENDING THE FISCAL YEAR 2022-2023 BUDGET TO APPROPRIATE FUNDING FOR THE CITY HALL LANDSCAPE PROJECT.

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

١.

BE IT ORDAINED by the City Commission of the City of Kingsville that the Fiscal Year 2022-2023 budget be amended as follows:

CITY OF KINGSVILLE DEPARTMENT EXPENSES BUDGET AMENDMENT – BA#14

Dept No.	Dept Name	Account Name	Account Number	Budget Increase	Budget Decrease
Fund 0	01 – General	Fund		1	
Expend	<u>ditures – 5</u>				
1030	City Special	City Hall Complex Landscape	71310	\$285,000	

[To amend the City of Kingsville FY 22-23 budget to appropriate funding for the City Hall Landscape project. Funding will come from the unappropriated fund balance in General Fund.]

11.

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

III.

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

IV.

THAT this Ordinance shall not be codified but shall become effective on and publication as required by law.	after adoption and
INTRODUCED on this the 28th day of November 2022.	
PASSED AND APPROVED on this the day of	, 2022.
EFFECTIVE DATE:	
Sam R. Fugate, Mayor	
ATTEST:	
Mary Valenzuela, City Secretary	
APPROVED AS TO FORM:	

Courtney Alvarez, City Attorney

AGENDA ITEM #11

RESOLUTION # 2022-____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN KLEBERG COUNTY AND THE CITY OF KINGSVILLE FOR THE J.K. NORTHWAY PARKING LOT PROJECT; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kingsville owns several parks within the city limits and Kleberg County owns several parks within the city limits, which have been operated under an interlocal agreement since October 2014 for the City to maintain and operate the parks and for several decades prior to that the County had responsibility for the operation and maintenance of the parks;

WHEREAS, the City and County transferred operations and maintenance of the JK Northway coliseum and fairgrounds back to the County via Resolution #2020-50 on June 22, 2020, per the County's request as the County sought and subsequently obtained a grant for improvements to the JK Northway coliseum and fairgrounds;

WHEREAS, the County has requested assistance with renovation of the parking lot area at the JK Northway coliseum as they are not covered under the grants obtained for the renovation of the building but are integral to the success of the site:

WHEREAS, the County of Kleberg and the City of Kingsville have previously entered into interlocal agreements to share expenses for various departments for the residents of their respective entities; and

WHEREAS, these interlocal agreements were enacted to reduce duplicitous services and expenses from having each entity provide the same services; and

WHEREAS, the County and the City desire to see the continued operation of the parks within the city limits, as well as the continued operation of and improvement to the JK Northway coliseum and fairgrounds as it benefits the local citizens and provides an economic development venue through events hosted at the site that increase sales tax dollars and hotel occupancy taxes; and

WHEREAS, the County and the City believe the continued operation of the parks will improve the health and quality of life of the residents of their jurisdictions.

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

I.

THAT the City authorizes and directs the Mayor, as an act of the City of Kingsville, Texas, to enter into an Interlocal Agreement between Kleberg County, Texas and the City of Kingsville, Texas for the J.K. Northway Parking Lot Project.

11.

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.

	majority vote of the City Commission on the November , 2022.
Sam R. Fugate, Mayor	_
ATTEST:	
Mary Valenzuela, City Secretary	_
APPROVED AS TO FORM:	
Courtney Alvarez, City Attorney	_

INTERLOCAL AGREEMENT BETWEEN KLEBERG COUNTY, TEXAS AND THE CITY OF KINGSVILLE, TEXAS FOR THE J.K. NORTHWAY PARKING LOT PROJECT

STATE OF TEXAS §

COUNTY OF KLEBERG §

WHEREAS, this Interlocal Cooperation Agreement made, entered into and executed by and between the County of Kleberg, a body and corporate and politic under the laws of the State of Texas (hereinafter referred to as "County") and the City of Kingsville, Texas, a home rule municipal corporation under the laws of the State of Texas (hereinafter referred to as "City"); pursuant to the Interlocal Cooperation Act, Texas Government Code Annotated Chapter 791. The County and the City desire to enter into an interlocal agreement for the purpose of providing funding for the renovation of the JK Northway Exhibition Center Parking Lot located at 501 E. Escondido Road, Kingsville, Texas 78363 ("JK Northway Parking Lot"), collectively ("Project").

WHEREAS, the County and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et. seq. authorizing governmental units, such as cities and counties to enter into agreements for the purpose of improving the efficiency and effectiveness of local governments.

WHEREAS, the County and the City believe the proposed parking lot renovation Project will provide for the continued operation of the JK Northway Exhibition Center, improve the health and quality of life of the residents of their jurisdictions, and be an economic asset.

NOW, THEREFORE, this Agreement is made and entered into by the County and the City for the mutual consideration stated herein:

WITNESSETH

Kleberg County, Texas ("County") and the City of Kingsville, Texas ("City") jointly agree to provide funding for the cost to renovate the parking lot at the JK Northway Exhibition Center parking lot located at 501 E. Escondido Road, Kingsville, Texas 78363 ("Project") as described herein this Agreement. If the City does not have the services, equipment, or materials needed to complete the project, then the City will procure them in compliance with the Texas Local Government Code.

I. CITY'S CONTRIBUTION

The City agrees to provide certain services set out below and to pay for part of the parking lot renovation Project at the JK Northway with said part being an amount not to exceed of One Hundred Fifty-Eight Thousand Nine Hundred Ninety-Eight Dollars and No Cents (\$158,998.00). The City is not responsible for any amounts or any work that cumulatively totals more than \$158,998.00. The City will submit payment within 30 days of reciept of invoice. The services the City agrees to provide for this project include:

- 1. Sweeping the area of the parking lot where work is to be performed and removing the normal debris that a street sweeper would be capable of handling.
- 2. Conduct a level-up by filling low areas and potholes.
- 3. Pour and place a hotmix asphalt overlay of approximately 2-inches or more in thickness on the parking lot parkable surface.

After the execution of this agreement by both parties, the work will be performed as soon as practical and shall be concluded before the end of the current fiscal year (ie, September 30, 2023).

II. COUNTY'S CONTRIBUTION

The County agrees to provide certain services set out below and to pay for any amount needed to complete the project that exceeds the City's stated amount of \$158,998.00. The County will submit payment within 30 days of reciept of invoice. The services the County agrees to provide for this project include:

- 1. Removal of all existing vegetation and other debris buildup from the existing parking lot proposed pavement hotmix overlay areas.
- 2. Removal of the existing concrete parking lot lane dividers noted in red highlighted area of the attached map.
- 3. Marking and striping of the parking lot once pavement work is completed.

III. TERMS AND TERMINATION

- A. This Agreement shall be effective from and after the date of execution of the last party to sign the Agreement. The Agreement shall expire after the sucessful completion of the construciton of the Project, unless previously terminated pursuant to Section III.B.
- B. If either party defaults in the performance of any of the terms or conditions of this Agreement the defaulting party shall have 30 days after receipt of written notice of the default within which to cure the default. If such default is not cured within the 30 days, then the offended party shall have the right without further notice to terminate this Agreement and seek any remedies available to it.
- C. The JK Northway Parking Lot renovation project consists of approximately 19,620 square yards of new hot mix overlay asphalt (see attached map). The area consists of the divided entry beginning on the east edge of Santiago Lane (interior Dick Kleberg Park Road) and passing to the north of the JK Northway Coliseum. The Parking areas to be overlayed with hotmix asphalt include: 1) the existing parking area on the west side of the JK Northway Coliseum, minus the concrete parking lot lane dividers, and 2) the east side parking area, minus the

- concrete parking lot lane dividers. The southeast and east border of the existing JK Parking lot includes an existing concrete curb marking the boundary.
- D. With the future expansion of the JK Coliseum to add an Emergency Operations Center on the west side of the building, the attached map shows the projected removal (at the County's expense) of portions of the existing concrete parking lot lane dividers (red highlighted area in the attached map). The area where the concrete is to be removed will be paved with hotmix overlay to create a new driving lane that blends with the rest of the existing parking lot.
- E. The City's Street Department, in the course of normal hotmix paving procedures, agrees to perform pre-hotmix sweeping and jet-blower cleaning of the existing surfaces. If required, leveling of depressions or potholes will be filled with coldmix prior to hotmix overlay. In areas where the existing asphalt is of such a poor condition (as determined by the Street Department Director) to be unable to support a normal hotmix overlay, the City shall perform necessary maintenance, such as removal of existing material and limestone re-basing, to prepare a suitable bed for the hotmix asphalt.
- F. Due to the nature of the many inside and outside corners, much of the hotmix overlay that abuts the many concrete parking lot lane dividers will be performed by hand operated machinery. There will be minor imperfections between the areas packed by the hand-operated machinery and the City's street hotmix laydown machine.
- G. The project does not include parking lot striping, drainage modifications, any concrete repairs or replacement, addition or modifications of existing sidewalks or concrete parking lot lane dividers, or the relocation of any electrical or other utility lines.
- H. Prior to the City's mobilization to the JK Northway Parking lots, the County agrees to remove all existing vegetation and other debris buildup from the existing parking lot proposed pavement hotmix overlay areas.
- I. When all hotmix paving is complete, the City shall clean and remove excess material as part of the City's construction effort.

IV. AUDIT

County, its auditor, or its designated representative(s) shall have the unrestricted right to audit with reasonable notice during normal working hours of the City any and all accounting or other records regarding any funds paid or claimed under this Agreement or other records regarding any funds paid or claimed under this Agreement including but not limited to all books, records, reports, tickets, deposits, expenditures, budget or any item therein, supporting data, computer records and programs, and all items of hardware, software, or firmware, or any other item utilized by the City regarding the Agreement. City contracts and agrees that all records shall be kept and maintained for a period of time not less than three years from the date of the termination of this Agreement. After inspection by the County of any such records it requests to have copies of, the County shall submit a written request for such records to the City who will provide them within ten business days of receiving the written request.

The results of any audit may be furnished to the other party for comment. In the event that any audit shall determine that moneys are owed to the other party, such sums are

deemed to be due and payable to the other party within 30 days of the date of the invoice for such cost being hand delivered or deposited in the U.S. Mail, Certified Mail, Return Receipt Requested.

The audit provisions of this Agreement shall survivie the termination of this Agreement until all claims brought by either party are fully paid or reduced to judgment with the appeals process having been exhausted.

V. LIABILITY

County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Tort Claims Act to be responsible for any liaility or damages that the County may suffer as result of claims, demands, costs or judgments, including all reasonable attorney's fees against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this Agreement and cause by the sole negligence of the County, its agents, officers and/or employees.

City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Tort Claims Act to be responsible for any liaility or damages that the City may suffer as result of claims, demands, costs or judgments, including all reasonable attorney's fees against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of this Agreement and cause by the sole negligence of the City, its agents, officers and/or employees.

City and County agree that any liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, agents, and officvers shall be determined in accordance with the comparative responsibility laws of the State of Texas.

VI. MISCELLANEOUS

- A. **Severability**. If any section, subsection, sentence, clause, or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulation contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.
- B. Law and Venue. The Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Kleberg County, Texas.

- C. **Alteration, Amendment, or Modification**. This Agreement may not be alterered, amended, or modified except in writing, approved by the County and the City.
- D. **Entire Agreement**. The Agreement constitutes the entire agreement between the parties and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The parties hereto understand, agree and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any pary hereto or its officers, employees, or other agents to induce execution of this Agreement. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.
- E. **Notice**. Notices to either party shall be in writing and may be either handdelivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of the County and the City for all purposes shall be:
 - a. County: County Judge

Kleberg County P.O. Box 752

Kingsville, TX 78364 Phone: (361) 595-8585

b. City: City Manager

City of Kingsville P.O. Box 1458

Kingsville, TX 78364 Phone: (361) 595-8002

- F. **Assignment**. This Agreement is binding upon and inures to the benefit of the parties to this Agreement and their respective successors and permitted assigns. This Agreement may not be assigned by any party without the written consent of all of the parties.
- G. Independent Relationship. Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agentss, employees, partners, joint ventures or associates of one another. City and County agree and acknowledge that each governmental entity will be responsible for their own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- H. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of

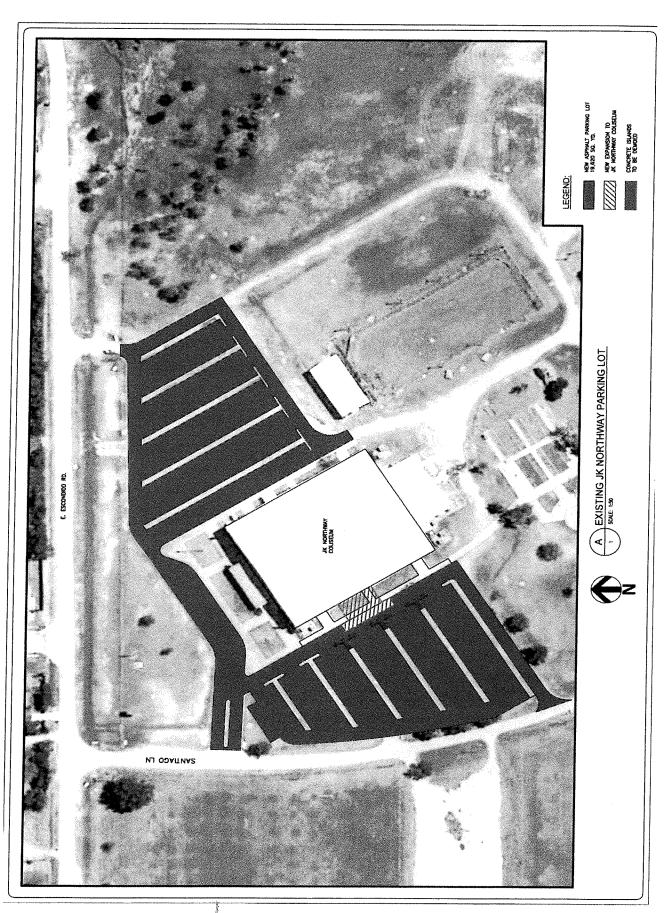
- governmental immunity under the law of the State of Texas and of the United States.
- I. Compliance with Laws. The parties hereto shall comploy with all federal, state, and local laws, statues, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any matter affeting the performance of this Agreement, including without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations.
- J. **Authorization for Funding.** The parties each separately certify that payments made under this Agreement will be made from current revenues, and any future payments are subject to future appropriations.
- K. Not For The Benefit Of Third Parties. This Agreement and all activities under this Agreement are solely for the benefit of the parties and not the benefit of any third party. The parties do not have and may not be deemed to have any duty to any particular person or persons.
- L. **Effect Of Waivers.** No waiver by either party of any default, violation, or breach of the terms, provisions, and covenants contained in this Agreement may be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of this Agreement.
- M. **Warranty.** The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this agreement.
- N. **Captions.** Captions to provision of this Agreement are for convenience and shall not be considered in the interpretation of the provisions.
- O. **Effective Date**. This Agreement is effective on the date when the last party executes this agreement.
- P. **Multiple Originals**. Two (2) copies of this Agreement are executed; each shall be deemed an original.

WHEREFORE, premises considered, the undersigned parties do hereby certify that (1) the responsibilities specified above are properly within the statutory functions and programs of the parties to this Agreement; (2) the parties hereto are legally authorized to perform the required duties of the agreement, and (3) this Agreement has been duly authorized by the governing body of both parties.

The Agreement is hereby executed by the parties hereto, each respective party acting by and through its duly authorized official as required by law, in duplicate counterparts each of which shall be deemed to be an original, to be effective on the date specified herein.

KLEBERG COUNTY, TEXAS	
Hon. Rudy Madrid, County Judge	Date Signed

Attest:	
Stephanie G. Garza Kleberg County Clerk,	_
APPROVED AS TO FORM:	
Kira Talip Sanchez County Attorney	
CITY OF KINGSVILLE, TEXAS	
Hon. Sam R. Fugate, Mayor	Date Signed
Attest:	
Mary Valenzuela, Kingsville City Secretary	-
APPROVED AS TO FORM:	
Courtney Alvarez City Attorney	



Interlocal Agreement-JK Northway Parking Lot Project-2022